

4-2247

#483

AGREEMENT

BY AND BETWEEN

THE

EAST WINDSOR REGIONAL BOARD OF EDUCATION

AND

EAST WINDSOR REGIONAL SUPPORTIVE STAFF ASSOCIATION

X July 1, 1990 to June 30, 1992

East Windsor Regional Board of Education is an equal opportunity employer. (F/M)

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ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the East Windsor Regional Supportive Staff Association as the exclusive representative for collective negotiations as defined in the New Jersey Public Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., concerning grievance and terms and conditions of employment for employees under contract by the Board in the following job categories:

Paraprofessionals
Teacher Assistants
School Bus Drivers
Attendance Officer
Bus Driver/Mechanic
Bus Driver/Mechanic Helper
Custodians
Chief Custodians
Secretaries
Clerks (12 months)
Clerks (10 months)
Courier
Duplicating Equipment Operator
Computer Technician
Van Attendants
Substitute Assignment Officer
Maintenance Workers
HVAC Specialist
Warehouse Person
Head Mechanic

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, Laws of 1974.

The term "Board" shall include its members and agents.

- B. Unless otherwise indicated, the term "employee," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.
- C. Unless otherwise indicated, references to "Chief School Administrator" when used in his agreement, shall encompass the meaning of Chief School Administrator or his/her designee.
- D. The parties reserve the right to petition PERC in the event of a unit dispute.

C. Procedures

1. Level one -

- a. Any employee covered by this contract who has a grievance shall, within twenty (20) school days, discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her complaint in writing to his/her supervisor. The supervisor shall communicate his/her decision to the employee in writing within five (5) school days of receipt of the written grievance.

2. Level two -

The employee may appeal the supervisor's decision within five (5) school days to the School Business Administrator. The appeal to the School Business Administrator must be made in writing and must set forth the grounds upon which the grievance is based. The School Business Administrator shall request a report on the grievance from the supervisor in writing, shall confer with the concerned parties, and, upon request, with the employee or supervisor separately. He/she shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The School Business Administrator shall communicate his/her decision in writing, along with supporting reasons, to the employee and the supervisor.

3. Level three -

If the grievance is not resolved to the employee's satisfaction, he/she may request, within five (5) school days, a review by the Chief School Administrator. The request shall be submitted in writing through the School Business Administrator, who shall attach all related papers and forward the request to the Chief School Administrator. The Chief School Administrator shall review the grievance, hold an informal appearance with the employee, if requested, and render a decision in writing within fifteen (15) calendar days. A copy of the Chief School Administrator's decision shall be forwarded to the Association.

4. Level four -

If the grievance is not resolved to the employee's satisfaction, he/she may request, within five (5) school days, a review by the Board. The request shall be submitted in writing through the Chief School Administrator, who shall attach all related papers and forward the request to the Board. A committee of the Board shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within fifteen (15) calendar days. A copy of the Board's decision shall be forwarded to the Association.

9. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Chief School Administrator via the School Business Administrator and the processing of such a grievance shall commence at level three of the grievance procedure.

10. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be a part of the personnel file of any grievant, party in interest, or other participant.

ARTICLE IV - RIGHTS OF THE ASSOCIATION

- A. There shall be no discrimination, interference, restraint or coercion by the Board of Education or the Association or any of its representatives against members of the Association because of their membership or lack of membership in the Association. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Representatives of the Association and its parent organization shall be permitted to transact reasonable official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.
- B. The Association shall have the right to use school mailboxes and inter-school mail facilities. (A courtesy copy of non-confidential material shall be forwarded to the Chief School Administrator or his/her designee.) The responsibility for the contents of communications rests wholly with the author. The Association agrees to hold the Board harmless in the event of claims arising out of the distribution of Association material. In the posting of the Association materials and the use of mailboxes, all such material will be published on official Association stationery and dated. Such material shall be presumed to be authorized by the Association.
- C. The Association shall have the right to use school facilities and equipment after school hours with prior approval of the Community Education Principal. Such approval shall not be unreasonably withheld. The Association shall supply all materials and supplies and pay for the reasonable cost of any repairs necessitated as a result thereof.
- D. Whenever any employee is required to appear before the Board or committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or salary, or any increments pertaining thereto, then he/she shall be given notice in accordance with applicable laws and regulations. Any

may influence evaluation of an employee, it shall be reduced to writing and shared with the employee.

B. Meeting with Principal or Immediate Supervisor

The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE VI - RIGHTS OF THE PARTIES

A. MANAGEMENT RIGHTS AND PRIVILEGES

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations.

- a. to direct employees of the school district;
- b. to hire, promote, transfer, assign and retain employees in positions in the school district, and, to suspend, demote, discharge or take other disciplinary action against employees;
- c. to relieve employees from duty because of lack of work or for other legitimate reasons;
- d. to maintain efficiency of the school district operations entrusted to them;
- e. to determine the methods, means and personnel by which such operations are to be conducted; and
- f. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

B. EMPLOYEES RIGHTS

No employee shall be arbitrarily discharged. As used in this provision, "arbitrary" shall mean without sufficient reason. Any such action shall be subject to the grievance procedure set forth in Article III for those employees who are not entitled to an alternative statutory appeal process.

ARTICLE IX - WORK HOURS

A. Work Hours

1. Custodians/Chief Custodians

Work hours shall be eight (8) consecutive hours per day commencing Monday through Friday including a thirty (30) minute duty free lunch or supper period. Lunch or supper shall be eaten on the job site to which the employee had been assigned. Work hours will be determined by the Director of Environmental Services as approved by the School Business Administrator in accordance with the needs of the district and include no "clean up" time at the beginning or ending of the workday.

2. Technicians/Courier/Warehouse Person/Duplicating Equipment Operator

Work hours shall be eight (8) hours per day including a thirty (30) minute duty free lunch period. Work hours will be determined by the High School Principal or his designee as approved by the Assistant Superintendent.

3. Paraprofessionals/Teacher Assistants

Work hours shall be seven (7) hours (including a thirty (30) minute duty free lunch period).

4. Secretaries/Clerks

Work hours shall be seven (7) hours (including a fifteen (15) minute break in the morning and fifteen (15) minute break in the afternoon, excluding a thirty (30) minute duty free lunch period).

5. Substitute Assignment Officer

Work hours shall be as approved by the Assistant Superintendent. A minimum of four (4) hours per day is guaranteed.

6. Attendance Office

Work hours shall be seven and one-half (7-1/2) hours (including a thirty (30) minute duty-free lunch period).

7. Bus Drivers/Van Attendants

Hours shall be as established by the Supervisor of Transportation. A minimum of four (4) hours per day is guaranteed.

a. Cancellations

- (1) If a field trip is scheduled on other than a regular workday and cancelled without driver notification during the previous day, the driver shall be paid for two (2) hours work at his/her rate of pay.

B. Overtime

1. Bus Drivers/Custodians/Chief Custodians/Maintenance Workers/HVAC Specialist/Technicians/Courier/Warehouse Person/Mechanic/Mechanic Helper/Head Mechanic/Van Attendants

All hours over forty (40) hours per week shall be considered overtime. The overtime rate of pay shall be 1-1/2 x basic hourly salary. The basic hourly salary shall be computed as salary divided by 52 weeks divided by 40. Any employee asked to work on a paid holiday shall be paid 1-1/2 x basic pay above his/her regular salary. Each employee shall be guaranteed a minimum of two (2) hours recall when necessary.

2. Paraprofessionals/Teacher Assistants/Secretaries/Clerks/Computer Technician/Duplicating Equipment Operator and Substitute Assignment Officer

All hours over forty (40) hours per week shall be considered overtime. The overtime rate of pay shall be 1-1/2 x basic hourly salary. The basic hourly salary shall be computed as salary divided by 52 weeks for twelve-month employees; 43 weeks for ten-month employees divided by 35.

ARTICLE X - ASSIGNMENTS, REASSIGNMENTS AND PROMOTIONS

- A. Employees who desire a change in assignment or transfer may file a written statement of such desire with the Chief School Administrator not later than April 15. Such statement shall include the position(s) to which the employee desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. The best interest of the school system, the job requirements and the wishes of the individual employee shall be considered in the determination of requests for voluntary reassignment and/or transfer.
- B. No later than June 15 of each school year, or one week before the last day of the school year for students, the Assistant Superintendent shall post in all school buildings a list of known vacancies and those which are anticipated for the following school year.
- C. Recruitment: Vacancies in the school system will be made known to the staff as they arise. Staff members may apply for any open position and applications for transfers to new or vacant positions will be considered in light of their qualifications and the needs of the school district.
 1. When school is in session, notices of vacancies will be posted within four (4) days, in each school, following the regular Board of Education meeting in which the vacancies were determined.

4. The maximum contracted and/or non-contracted hours shall be 42-1/2 hours per week. Runs done on EWRSD days off will be counted toward the maximum number of hours per week. Field trips and athletics will not be subject to the weekly hour limitations. Employees with the most seniority shall be given the opportunity to work the maximum amount of hours per week. Senior drivers shall have the opportunity to turn down the maximum hours before they are offered to any other driver.
5. Summer bus driving, when required, will be allocated by the Supervisor of Transportation on the basis of seniority.
6. Driving that is not related to a regular assignment will be allocated by the Supervisor of Transportation on a basis of seniority.

F. Van Attendant Assignments

Employees with the most seniority shall be given the opportunity to work the maximum amount of hours per week. Senior van attendants shall have the opportunity to turn down the maximum hours before they are offered to any other van attendant.

- G. Each September, employees who are interested in "guard duty" assignment at the bus port shall notify in writing the Supervisor of Transportation. Those individuals who meet the Board's criteria of dependability and reliability shall have their names placed on the "guard duty" availability list. Assignment to "guard duty" shall be made from said list on a rotating basis, beginning with the first name, until the list has been exhausted. Thereafter, the assignment procedure shall recommence with the first name on the availability list.

A new employee shall have one month from the completion of his/her probationary period to comply with the procedure described hereinabove. Upon notification, his/her name shall be added to the end of the availability list.

ARTICLE XI - EMPLOYEE EVALUATION

A. Frequency

Employees shall be evaluated by their immediate supervisors at least one (1) time in each school year, to be followed in each instance by a written evaluation report. Employees shall receive their final evaluation no later than May 15th of each year of this agreement.

B. General Criteria

1. Open Evaluation

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

D. Non-Renewal

1. A written notice of non-renewal shall be given to each employee not offered employment on or before June 15.
2. Employees shall not be reduced in rank, suspended, terminated or have their employment increment withheld without written notice from the Chief School Administrator.

An employee who receives a notice of reduction in rank, suspension, termination, or employment increment being withheld may, within five (5) working days thereafter, request a statement in writing of reasons for such action from the Chief School Administrator which statement shall be given to the employee in writing within five (5) working days after receipt of such request.

3. Informal Appearance

The employee who has requested the written statement may make a request in writing, within five (5) days of receipt of the statement, for an informal appearance before the Board.

Within twenty (20) days after receipt of a request, the Board or committee of the Board will meet with the employee.

The purpose of granting an informal appearance before the Board to the employee is to provide an opportunity to dissuade the Board from its action. The informal appearance before the Board is not to be an adversary proceeding.

The employee may be represented by an individual of his/her choice before the Board and may present witnesses on his/her behalf.

4. Board Determination

The Board shall issue its written determination as to the employment or non-employment of said non-tenured employee for the next succeeding school year within five (5) days after the next regular meeting of the Board of Education. Said proceedings shall be completed and the Board's determination presented to the employee no later than August 15 for those employees terminated as of June 30.

E. Termination/Resignation

1. A terminated employee shall receive two (2) weeks notice of termination or two (2) weeks pay in lieu of notice, plus accumulated vacation pay, if applicable, based on the proportion of full months worked in the contract year. This provision, however, shall not apply to probationary employees during their first ninety (90) days of employment.

4. Exceptions

When a pay day falls on or during a school holiday, school vacation, or weekend, employees shall receive their paychecks on the last previous working day.

When a pay day falls during an employee's vacation, the employee may request his/her paycheck on the last previous working day. Such request must be received by the business office at least ten (10) working days prior to the date the check is requested.

5. Final Pay

Each employee shall receive his/her final pay and the pay schedule for the following year on his/her last working day in June.

ARTICLE XIII - SALARIES/REIMBURSEMENTS

A. Meal Allowance

When a bus driver/van attendant is out of district on an approved field trip, meal costs will be reimbursed upon the presentation of a paid receipt to the Supervisor of Transportation. The maximum reimbursement is as follows:

lunch:	\$4.75
dinner:	\$7.00

Meal reimbursement may be allowed within the district provided prior approval is obtained from the Supervisor of Transportation.

B. Tolls and Emergency Funds

Prior to a trip, the Supervisor of Transportation shall provide to the driver(s) assigned:

1. a detailed itinerary of the trip assigned;
2. a recommended route to follow;
3. sufficient monies to cover all tolls, parking fees and miscellaneous expenses anticipated;
4. all necessary information to obtain assistance in the event of an emergency.

C. Miscellaneous

1. An employee who works during the summer months shall be paid an hourly rate equivalent to his/her current contract according to the salary guide effective July 1st of the same year.

SALARY GUIDES - SCHOOL BUS DRIVERS

1990-1991		1991-1992	
STEP	RATE	STEP	RATE
1	9.50	1	10.25
2	9.81	2	10.65
3	10.18	3	11.05
4	12.17	3A*	11.99
		4	13.01

Normal incremental movement in each year.

*For increment purposes, step 3A becomes a step on June 30, 1992.

SALARY GUIDES - VAN ATTENDANTS

1990-1991		1991-1992	
STEP	RATE	STEP	RATE
1	5.99	1	6.40
2	6.05	2	6.62
3	6.27	3	6.85
4	6.54	4	7.14
5	6.73	5	7.33
6	7.53	6	8.13
7	8.54	7	9.07

Van attendants remain on the same step in both years of the agreement, except: new hires placed on step 1 in 1990-91 stay on that step in 1991-92, whereas the 3 FTE employees on step 1 in 1989-90 and 1990-91 will move to step 2 in 1991-92.

SALARY GUIDES - CHIEF CUSTODIANS

1990-1991		1991-1992	
STEP	RATE	STEP	RATE
1	21,971	1	23,098
2	22,529	2	23,685
3	23,107	3	24,286
4	23,512	4	24,903
5	23,936	5	25,536
6	24,406	6	26,184
7	25,148	7	26,449
		8	27,249

All chief custodians remain on same step in 1990-91 and advance one step in 1991-92.

CHIEF CUSTODIAN STIPENDS

SCHOOL	STIPEND
Walter C. Black School	\$1,159
Perry L. Drew School	1,159
Hightstown High School	4,065
Melvin H. Kreps School	2,790
Ethel McKnight School	1,159
Grace N. Rogers School (Main Bldg., Home Ec. and Administration Building)	1,159

SALARY GUIDES - SECRETARIES

1990-1991		1991-1992	
STEP	RATE	STEP	RATE
0	17,820	0	18,800
1	18,315	1	19,335
2	18,550	2	19,872
3	18,786	3	20,127
4	19,021	4	20,383
5	19,454	5	20,638
6	20,871	6	21,108
7	22,088	7	22,645
8	22,829	8	23,965
9	23,817	9	24,769

In 1990-91, everyone remains on the same step, except employees at step 10 in 1989-90 move to step 9 in 1990-91. In 1991-92, everyone advances one step, except employees at step 9 remain at that step.

SALARY GUIDES - PARAPROFESSIONALS

FULL-TIME

1990-1991		1991-1992	
STEP	RATE	STEP	RATE
1	9,861	1	10,699
2	10,078	2	10,935
3	10,296	3	11,171
4	10,523	4	11,417
5	10,758	5	11,672
6	11,215	6	12,168
7	12,036	7	13,060
8	13,296	8	14,426

Everyone remains on the same step in both years of the agreement.

PART-TIME

1990-1991		1991-1992	
STEP	RATE	STEP	RATE
1	4,931	1	5,350
2	5,039	2	5,468
3	5,148	3	5,586
4	5,262	4	5,709
5	5,379	5	5,836
6	5,608	6	6,084
7	6,018	7	6,530
8	6,648	8	7,213

Everyone remains on the same step in both years of the agreement.

SALARY RANGES: Individuals holding these positions as of the date this agreement is ratified by both parties shall be paid salaries for each year of the agreement in accordance with the Memorandum of Agreement.

Category	Salary Range
Head Mechanic	\$25,000-33,000
Bus Driver/Mechanic	22,000-30,000
Bus Driver/Mechanic Helper	15,000-22,000
Attendance Officer	11,000-16,500
Duplicating Equipment Operator	16,600-21,000
Substitute Assignment Officer	7,100-11,000
HVAC Specialist	26,000-33,000
ISC Courier	14,000-21,000
Warehouse Person	14,000-21,000
Computer Technician	18,600-24,000

3. Any employee who is promoted/transferred from one job classification to another shall be placed on the salary scale of the new job classification in accordance with the formulas set forth below; however, in no case shall such placement be less than the starting salary of the new job classification. In the event the formula produces a salary which falls between two consecutive steps on the salary guide to which the individual is to be placed, the higher step shall be used for purposes of initial placement.

TEN-MONTH CLERK TO SECRETARY:

1. Move individual to appropriate step on the twelve-month clerk's salary guide.
2. Apply formula for twelve-month clerk to secretary.

TWELVE-MONTH CLERK TO SECRETARY:

Multiply the individual's salary by 1.28 (one and twenty-eight hundredths) to calculate guide placement.

AIDE (PARAPROFESSIONAL EMPLOYEE) TO TEN-MONTH CLERK:

Multiply the individual's salary by 1.15 (one and fifteen hundredths) to calculate guide placement.

AIDE (PARAPROFESSIONAL EMPLOYEE) TO SECRETARY:

Multiply the individual's salary by 1.70 (one and seven tenths) to calculate guide placement.

E. Adjustment to Salary Schedule

Twelve-month employees who work less than six (6) months and ten-month employees who work less than five (5) months in a school year will remain on the same salary step for the subsequent contract year except in the case of employees promoted/transferred in accordance with section D3 above who will be advanced a step on the guide. Time on unpaid leave of absence does not count as months worked.

F. Substitutes

The Board agrees that substitutes for contractual employees will only be used sporadically as necessary.

G. Probationary Period

A probationary period of up to 90 days is permitted to ascertain the employment suitability of persons being hired. By the end of the 90-day probation period, a formal written decision on continuation of regular employment must be delivered to the probationary worker. During the 90-day period, the probationary worker will be paid regular wages and will

3. Employees on an approved leave of absence without pay will be given credit for past experience in this district (seniority and salary) upon his/her return to work. A leave of absence without pay does not count toward seniority.
4. An employee may accrue seniority rights only in categories in which they have been employed. Employees promoted from one category to another continue to accrue seniority in their previous category(ies).
5. Seniority shall be terminated only in the event of dismissal or resignation from the district.
6. In the use of seniority reduction, the employee(s) affected by such a reduction will be the most junior employee(s) within his/her current category of employment (as listed in the salary guide). Those employees thus affected who have accrued seniority in another category would maintain the same rights in replacing a less senior employee in his/her next previous category of employment.
7. If any full-time and/or part-time employee shall be dismissed as a result of a reduction in employees by the Board for any reason, such employees shall be noted on a preferred eligible list in the order of seniority for reemployment whenever a vacancy occurs in a similar job category from which the employee was dismissed.
8. If any full-time and/or part-time employee listed on the eligible seniority list for reemployment refuses an offer for reemployment by the Board and/or fails to report to work within fifteen (15) calendar days, the employee shall forfeit his/her seniority for reemployment by the Board and be removed from the eligible list.

ARTICLE XVI - LEAVES OF ABSENCE

A. Leaves Without Pay

1. Other

Leaves of absence without pay for good causes may be approved or rejected upon written application to the Chief School Administrator. Such application is to be received by the Chief School Administrator thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Chief School Administrator and would be subject to the concurrence of the Board in writing.

N.J.S.A. 18A:30-6. Prolonged absence beyond sick leave period. When absence, under the circumstances described in section 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, to a maximum of twelve (12) days for twelve-month employees and ten (10) days for ten-month employees; but in no case less than half pay for the employee.

In accordance with N.J.S.A. 18A:30-4, the employee may be required to provide a doctor's certificate for any absence for which sick leave is claimed.

A sick day for bus drivers/van attendants shall be the work hours assigned for each of the 181 workdays. (Runs such as field trips, PE programs, or any others lasting less than 180 days are excluded from the base pay computations.)

Employees shall be given a written accounting of accumulated sick leave days no later than the last day of September in each school year.

2. Illness in the Immediate Family Days

The Board agrees to provide the employees with three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, father-in-law and immediate household).

The Board further agrees (determined on an individual basis) that, after all such illness in the immediate family days as indicated in the preceding paragraph are exhausted, an additional seven (7) days per year may be provided at the employee's rate of pay less substitute pay, but in no case less than half pay for the employee.

An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Chief School Administrator at full deduction in pay.

All unused illness in the immediate family days as of June 30th of each year shall be cumulative as personal illness days except that no more than fifteen (15) days shall be carried over as personal illness days.

3. Bereavement Leave

- a. The Board agrees to provide the employees with bereavement leave as set forth hereinbelow. It is understood that the "days" specified shall be per event and at full pay.

information regarding the reason prior to making his/her decision to approve or reject the request. Days for other reasons may not be used on the day before or after a holiday or vacation period.

All unused days for other reasons as of June 30 of each year shall be accumulated as personal illness days except that no more than fifteen (15) days shall be carried over as personal illness days.

8. Military Leaves of Absence

Military leaves of absence will be granted in accordance with federal and state statutes governing such leaves.

ARTICLE XVII - PAYMENT FOR ACCUMULATED UNUSED SICK LEAVE

- A. Effective July 1, 1988, any supportive staff employee who retires according to the provisions of the P.E.R.S. in order to receive immediate benefits as opposed to "deferred" benefits and has either twenty (20) continuous years of employment service in the East Windsor School District or has twelve (12) continuous years of service in the East Windsor Regional School District and reaches the minimum age of sixty (60) upon the employee's effective date of retirement shall be eligible for payment for unused sick leave.
- B. Supportive staff employees planning to retire must notify the Chief School Administrator no later than December 1 of the year preceding the effective date of retirement in order to receive prompt payment. Those who comply with this requirement shall receive said payment on or about July 1 following the effective date of retirement; those who fail to comply with the notification procedure described herein shall receive said payment one (1) year after the July 1 date set forth herein.
- C. To qualify for payment, a retiring supportive staff employee, as defined in Section A hereinabove, must have a minimum of one hundred (100) accumulated sick days. Upon qualifying, payment will be based on one-half (1/2) - i.e., two (2) for one (1) - of all the employee's accumulated days in accordance with the schedule set forth below. The total amount paid to any employee shall not exceed eighteen hundred seventy-five dollars (\$1,875).

Twenty dollars (\$20.00) per accumulated sick day for one-half (1/2) of all days up to and including one hundred (100) days.

Twenty-five dollars (\$25.00) per accumulated sick day for one-half (1/2) of all days beyond one hundred (100) days.

ARTICLE XVIII - VACATION DAYS

(Excluding Bus Drivers, Van Attendants, Paraprofessionals, Teacher Assistants, 10-month Clerks, Computer Technician, Substitute Assignment Officer, and Attendance Officer)

Determined by the Chief School Administrator after the school calendar has been adopted by the Board of Education.

2. The Board agrees that ten-month clerks will receive as holidays those holidays designated for twelve-month employees which occur during the ten-month employee's work year, and including those days listed as winter and spring vacation from September 1 to June 30.

ARTICLE XIX - DEDUCTION FROM SALARY

- A. The Board of Education agrees to make all individually authorized payroll deductions in accordance with Chapter 233, Laws of 1969, N.J.S.A. 52:14-15, 9e.

- B. **Annuities**

The Board provides the employees with an opportunity to select and join an insurance program for the purpose of participating in a tax deferred annuity.

- C. **Agency Shop**

1. **Purpose of Fee**

If an employee does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) which is covered by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The representation fee will be deducted, prospective only, beginning July 1, 1982. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. **Fee Notification**

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. The Association will certify to the Board prior to the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments that are expended toward the cost of benefits available only to members of the majority representative.

3. **Fee for Part-Time Employees**

Employees who are employed on a part-time work schedule equal to at least 50% time and who choose not to become Association members will pay the representation fee. Employees who are employed less than 50% time will not be required to pay the fee.

10. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. This list will include names, job titles, and dates of employment for all such employees.

- D. The Association will secure the signatures of its members on the Automatic Payroll Deduction Forms and deliver the signed forms to the Board (School Business Administrator).
- E. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board (School Business Administrator).

ARTICLE XX - INSURANCE PROTECTION

A. Injury Insurance

The Board maintains, at Board expense, insurance coverage for these employees for all injuries occurring in the performance of their duties and which are promptly reported to the employee's immediate superior.

B. Health Insurance

The Board maintains, at Board expense, group health insurance coverages for these employees and dependents as follows: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage, a major medical plan, a dental plan and a prescription plan. Said prescription plan shall be three dollars (\$3.00) co-pay/zero dollars (\$0) for generic drugs and subject to the following conditions:

Any support staff employee who has more than fifteen (15) prescriptions per contract year (July 1-June 30) shall submit for reimbursement all bona fide receipts to the business office by July 15. The board shall reimburse the employee at the rate of three dollars (\$3.00) per prescription for all prescriptions above fifteen (15). Said payment shall be made on or before September 1.

In the event of any change in the contracted insurance carrier or carriers, the employee shall be guaranteed coverage of benefits equal to or better than the present contract.

be given an initial clothing allowance of one hundred dollars (\$100) in the first year of employment (separate check) and fifty dollars (\$50) per year each year thereafter toward the purchase of "foul weather gear" which shall become the personal property of the employee. Said clothing allowance shall be paid on or about December 15 each year.

ARTICLE XXII - DURATION

The Board and the Association agree that all negotiable items have been discussed during the negotiations leading to this agreement and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not through the life of this agreement, expiration date June 30, 1992. If a successor agreement has not been ratified by the termination date of this agreement, this agreement will remain in full force and effect until such time as a successor agreement has been ratified.

IN WITNESS WHEREOF, the President and Secretary of the Association have hereunto set their hands and seals, and the Board has caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this day of , Nineteen hundred ninety-one.

Signed, sealed and delivered
in the presence of

Jean Reiserger

EAST WINDSOR REGIONAL SUPPORTIVE
STAFF ASSOCIATION

By: *RH Kohler* (L.S.)
President

By: *Joan Reynolds* (L.S.)
Secretary

ATTEST:

BOARD OF EDUCATION OF EAST WINDSOR
REGIONAL SCHOOL DISTRICT

By: *Joan R. Nolan*
Board Secretary

By: *Stephen A. Cochran* (L.S.)
President