

# **AGREEMENT**

Between

**West Windsor-Plainsboro Foremen's Association**

And

**West Windsor-Plainsboro Regional Board of Education**

**Effective Date**

**July 1, 2005**

**Through**

**June 30, 2008**

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**Article I**

**RECOGNITION**

1:1 The West Windsor-Plainsboro Regional Board of Education hereby recognizes the West Windsor-Plainsboro Foremen’s Association as the representative and as exclusive and sole representative for collective negotiations concerning terms and conditions of employment for Foremen under contract or on leave now employed, or as hereafter may be employed by the Board including:

Operation Foreman  
Tradesmen Foreman  
Maintenance Foreman

and excluding all other personnel.

1:2 Unless otherwise indicated, the term “employee” when used hereinafter in this Agreement shall refer to all members included in the unit as defined above, and references to “employee(s)” shall be deemed to include both male and female.

1:3 Throughout this Agreement, the term “immediate supervisor” shall mean the Director of Buildings and Grounds or his/her designee.

**Article II**

**NEGOTIATIONS PROCEDURE**

2:1 The parties agree to enter into collective negotiations over a successor Agreement. Such negotiations shall begin not later than the date provided by law. A later date may be set for commencement of negotiations if mutually agreed upon.

2:2 Upon request by the association president, the board agrees to make known to the president when and where information is available that the board is required by law to release.

2:3 Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party.

2:4 The agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.

## **Article III**

### **GRIEVANCE PROCEDURE**

**3:1 Grievance Defined**

3:1.1 A claim by an employee that he/she has suffered a loss or injury as a result of the misinterpretation, misapplication, or violation of this agreement.

3:1.2 A claim by an employee that he/she has suffered a loss or injury as a result of misinterpretation, misapplication, violation, or inequitable application of board policy or administrative decision.

**3:2 Aggrieved Person Defined**

3:2.1 An aggrieved person is the person or persons making the claim.

**3:3 Purpose**

3:3.1 The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level.

**3:4 Confidentiality**

3:4.1 Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

**3:5 Procedure**

3:5.1 Grievances should be processed as rapidly as possible; therefore, the number of days indicated at each administrative level should be considered as a maximum, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

3:5.2 Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decisions rendered at that step.

3:5.3 Failure at any step of this procedure to communicate a decision on a grievance within the specified time limits shall be deemed a rejection of the grievance and shall permit the aggrieved to proceed to the next step.

3:5.4 A grievance to be considered under this procedure must be initiated by the employee or the association within twenty calendar days from the time when the employee knew or should have known its occurrence.

3:5.5 It is understood that employees shall, during and notwithstanding, the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the board until such grievance and any effect thereof shall have been fully determined.

**3:6 Level One**

3:6.1 Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level.

3:7

**Level two**

3:7.1

If, as a result of the discussion, the matter is not resolved satisfactorily within five working days the grievant shall set forth the grievance in writing to the Assistant Superintendent for Finance, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of previous discussion; and
- d. the dissatisfaction with decisions previously rendered.

The assistant Superintendent of Finance shall communicate a decision to the grievant in writing within ten working days of receipt of the written grievance.

3:8

**Level Three**

3:8.1

The grievant, no later than five working days after receipt of the decision in the foregoing step, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent shall attempt to resolve the matter as promptly as possible, but within a period not to exceed fifteen working days. The Superintendent shall communicate the decision in writing to the grievant and the immediate supervisor.

3:9

**Level Four**

3:9.1

If the grievance is not solved to the employee's satisfaction, no later than five working days after receipt of the decision of the Superintendent, he/she may request an informal appearance with the board. The request shall be submitted in writing to 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, conduct the informal appearance with the employee, if requested, and render a decision in writing within thirty days.

3:9.2

The decision of the board or board committee on claim that he/she has suffered a loss or injury as a result of a misinterpretation, misapplication, violation or inequitable application of board policy or an administrative decision, shall be binding and not grievable beyond this level.

3:9.3

No claim by an employee shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to:

- a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Board of Education or any matter which according to law is either beyond the scope of board authority or limited to action of the board alone.
- b. A complaint of an employee which arises by reason of not being re-employed.

3:10

**Level Five**

3:10.1

If the employee is dissatisfied with the decision of the board and if the grievance pertains to a violation of this agreement between the board and the association, the association may request the appointment of an arbitrator no later than ten working days after the decision in step four.

3:10.2

An employee, in order to process the grievance beyond Level Four, must have the request for such action accompanied by written recommendation for such action by the association.

3:10.3 Request for appointment of an arbitrator shall be made in accordance with the rules and regulations of PERC, with a copy of the request sent to the Superintendent. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the agreement between the parties or any policy of the board of education. The recommendation of the arbitrator shall be binding. This shall be accomplished within fifteen working days of the completion of the arbitration hearing.

3:11 **Cost of Arbitration**

3:11.1 Each party shall bear the total cost incurred by itself.

3:11.2 The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.

3:11.3 Whenever by mutual agreement of the parties, any representative of the association or any employee participates in grievance proceedings during working hours, that person shall suffer no loss in pay. Only one representative shall be entitled to the benefit of no loss in pay in any grievance proceeding.

3:11.4 Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected by the grievant.

**Article IV  
RIGHTS OF THE PARTIES**

4:1 Pursuant to Chapter 123 Public Laws 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. As a duly selected Board exercising governmental powers under cover of the laws of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, or deprive, or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey, or the Constitution of New Jersey and of the United States.

4:2.1 No employee shall be disciplined without just cause.

4:2.2 Discipline for minor infractions and major infractions may include but not limited to: verbal warning/reprimand, written warning/reprimand, suspension without pay, discharge.

4:2.3 New employees shall be on probation for one hundred and twenty (120) calendar days. The probationary period shall be extended by the number of days absent during the probationary period. During probationary period the Board of Education will not be required to prove just cause for taking disciplinary action of any kind, including discharge. If challenged, disciplinary action must be upheld in all respects unless wholly arbitrary, capricious or unreasonable.

4:3 Representatives of the association shall be permitted to transact official association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that approval shall not be withheld unreasonably.

- 4:4 The association shall have the right to reasonable use of school mailboxes and the inter-school mail facilities. A courtesy copy shall be placed in the superintendent and principal's mailboxes. The responsibility for the contents of communications rest wholly with the author. The association agrees to hold the board harmless. Including reimbursement for expenses incurred in the event of claims arising out of the distribution of association material. The board shall provide a bulletin board at each work site for the use of the association.
- 4:5 Whenever any employee is required to appear before the board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining hereto, then the employee shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the association to represent that employee during each meeting or interview.
- 4:6 No employee shall be prevented from wearing pins or other identification of membership in the association or its affiliates.
- 4:7 Whenever by mutual agreement of the parties, any representative of the association or any employee participates in negotiations during working hours, the employee shall suffer no loss in pay.
- 4:8 Representatives of the association shall be permitted to use school office equipment at all reasonable times, provided that this shall not interfere with the normal school operations, and provided that approval has been granted by the appropriate administrator. Such approval shall not be unreasonably withheld.
- 4:9 The rights and privileges of the association and its representative, as set forth in the agreement, shall be granted to the association as the exclusive representative of the employees and to no other representative organization.
- 4:10 No employee shall be required to use his/her personal vehicle for school business. Any employee who, through mutual agreement, uses his/her personal vehicle for school business shall be compensated at a rate equivalent to the current IRS rate.
- 4:11 One day with pay shall be available for use by the President of the Association or his/her designee to perform Association business. Time off for this purpose must be approved in advance by the Director of Buildings and Grounds. Such approval shall not be unreasonably withheld.
- 4:12 Employees shall have the right to write a response to any materials that is to be placed in their central office file. The response shall be attached to the original.
- 4:13 Employees will not be required to possess a pesticide applicator's license, nor will they be required to perform any duties for which a pesticide license is required.

## **Article V**

### **VACATIONS**

- 5:1 Vacation is earned by twelve-month employees only. During the first school year (July 1 – June 30) of employment, twelve-month employees shall earn vacation days at the rate of .8 days per month worked. These vacation days may be used as earned during this first year but this use may not exceed the total number earned to date.

Any days used in advance of July 1, will reduce the number of vacation days credited on July 1.

- 5:2 Vacation pay shall be based on forty hours straight time pay for the employee's classification.
- 5:3 Twelve month employees are entitled to the following vacation days credited on July 1 less any days used in advance.
- 8/10 vacation days for each month worked during the fiscal year prior to July 1:  
Ten days after one year;  
Fifteen days after five years;  
Twenty days after ten years;  
Twenty-two days after fifteen years.
- 5:4 Preference for selection shall be awarded employees in the order of greater total seniority within each classification.
- 5:5 Employees may carry over to the following year up to ten vacation days to be used the next school year. The total number of vacation days which an employee may carry over to the following year shall not exceed ten (10) at any time, unless up to five (5) additional days for carry over to the next year are approved by the immediate supervisor. Approval to carry over up to five (5) additional (total of up to 15) days of vacation, to be used in the next school year, may be approved by the immediate supervisor whenever the employee is required by his/her immediate supervisor, because of District needs, to cancel previously scheduled vacation time which cannot be rescheduled in the same school year.

## **Article VI**

### **Holidays**

- 6:1 The board agrees to pay each full-time employee eight hours pay without working for each holiday.
- 6:2 Holidays will be posted each year and will be those nineteen days listed on the annual holiday schedule posted in the central office.
- 6:3 In the event a holiday named in this agreement falls during an employee's vacation period, then such employee shall not be charged with a vacation day on the holiday.
- 6:4 All ten-month employees shall be entitled to those holidays contained in this agreement that fall during the months of September through June, except that they shall not work during the months of July and August.

## **Article VII**

### **LEAVES OF ABSENCE**

- 7:1 Sick leave shall be defined to mean the absence from duty of any employee because of personal disability due to illness or injury, or because the employee has been excluded from school by the school district's medical authorities on account of contagious disease, or of being quarantined for such disease in the immediate household.



- 7:2 All twelve month employees shall be credited with fourteen days cumulative sick leave on July 1<sup>st</sup> each year. All ten month employees shall be credited with twelve days cumulative sick leave at the beginning of each school year. Not more than fifteen (15) days may be accumulated as sick time in any given year.
- 7:3 Employees must call in to report absence at least one hour prior to starting time, except in cases of emergency. Such notification must include the number of days of expected absence (if more than one). If an employee's period of absence is about to exceed the number of days already reported, the same advance notice must be provided for the additional day(s). Failure to notify may result in disciplinary action.
- 7:4 Employees beginning employment or returning from an unpaid leave of absence after the school year has begun will be credited with allowable sick leave of one day for each month, or part thereof, remaining in the school year at their time employment begins or resumes.
- 7:5 Employees shall be given a written accounting of accumulated sick days no later than November 30<sup>th</sup> of each school year.
- 7:6 **Personal Business Leave**
- 7:6.1 Define: Personal Business Leave is defined as the absence of any employee from his/her post during working hours for reasons such as the following:
- a. Religious Holidays
  - b. Closing on the purchase of a home
  - c. Moving Day
  - d. Court appearance or other legal matters
  - e. Entering offspring into college
  - f. Attending graduation of offspring or spouse
  - g. Attending wedding of member of immediate family
  - h. Marriage
  - i. Adoption
  - j. Other emergency or urgent reasons not mentioned above.
- 7:6.2 Employees who request personal business leave must submit a form in writing and specify for which of the reasons (listed in a through j above) the leave is being requested.
- 7:6.3 Personal business leave shall not be used to extend a school holiday or vacation period without approval of the Superintendent. A request for personal business leave made for a time occurring immediately preceding or following a vacation period or holiday will, of necessity, therefore, require the reason for said leave be set forth in the application in order that the superintendent's discretion may be exercised.
- 7:6.4 Three days, prorated, shall be granted to all full-time ten and twelve month employees for the purpose of conducting personal business. Part-time employees shall receive personal leave, prorated, upon the relationship of part-time to full-time employment. Application to the employees immediate supervisor for personal leave shall be made at least four days before taking such leave (except in the case of any emergency). At the end of the school year unused personal business leave shall be accumulated as sick leave. Personal leave will also be prorated for employees who begin employment or return from an unpaid leave after commencement of the school year.

7:7

**Convention:**

All employees are entitled to two days of absence with pay for the purpose of attending the annual NJEA Convention provided that the employees have submitted, in advance, their intention to attend. It is expected that those employees who request absence to attend the convention will be able to verify attendance. However, employees required to work shall be granted a floating holiday for each day worked.

7:8

**Professional Days:**

Employees may be granted professional leave days for the purpose of attending approved conferences and/or workshops which will improve the performance skills of the employee. Application for approval shall be made to the employee's immediate supervisor at least five school days prior to taking such leave.

7:8.1

**Professional Growth and Development:**

The Board shall reimburse the employee for 100% of the cost of continuing education courses, tuition, registration, lab fees and textbooks for courses taken at the graduate or undergraduate level. Such courses need not be a requirement of any program of study leading to a degree. Courses must be approved in advance by the employee's immediate Supervisor and the Superintendent. The courses must be related to the employee's job duties. No more than two courses shall be approved in any one year.

7:9

**Leaves beyond the limits of the section:**

No other leaves of absence with or without pay may be taken without the approval by the board.

7:10

**Absence for Family Illness:**

7:10.1

Family illness shall be defined to mean illness of a member of the immediate family as defined in "Absence for Death".

7:10.2

Three days leave per year shall be available to all full-time, twelve and ten month employees for the purpose of family illness. Part-time employees and employees who begin or return to employment after the beginning of the school year shall receive leave prorated upon the relationship to their actual employment to full-time/part-time employment. A request for family illness leave must be accompanied by a statement identifying the family member requiring care and the nature of that care (i.e., doctor's visit, medical assistance, etc.).

7:11

**Absence for Death:**

7:11.1

Definition: Death leave shall be defined to mean the leave from a post of duty of an employee due to the death of either a member of the immediate family or another close relative.

7:11.2

**Amount of leave at full salary:**

- a. Immediate Family: Up to five days per occurrence without loss of pay shall be granted when an employee suffers the loss of a member of the immediate family. Immediate family shall include husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law.

- b. Other close relative: Up to three days leave per occurrence without loss of pay shall be granted when an employee suffers the loss of sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, daughter-in-law, son-in-law, anyone living in the same domicile at the time of death.
- c. Relative not a member of the immediate family. Up to one day of leave per occurrence without loss of pay shall be granted for an employee to attend the funeral of a relative who is not a member of the immediate family.
- d. Close friends: One (1) day per year without loss of pay shall be granted for an employee to attend bereavement services for a close friend. Employees may take this leave in half days segments to allow employees to attend up to two (2) such occurrences within a year. Employees are able to use Personal Days for occurrences of death of a close friend when their one day has been used, with only a twenty-four hour notification requirement.

7:11.3 **Forms & Approval:**

Request for such leave shall be submitted on form A-98 "Request for leave of Absence for Death".

7:12 Employees who are required to attend Military Service and/or National Guard during the school year shall be granted a paid leave of absence for a period not to exceed two (2) weeks. If the military obligation requires the participant to remain for a longer period than two (2) weeks during any contracted year, the employee shall receive the difference between his/her pay and his/her military pay for the time that the person is required to remain on active duty. During this period of time, all benefits and conditions of employment will remain in force.

**Article VIII**

**EXTENDED LEAVES OF ABSENCE**

8:1 **Disability/Maternity Leave:**

8:1.1 An employee who is unable to work due to a disability, including a maternity disability, may request a leave of absence for the period of time related to the disability. The board shall not arbitrarily or unreasonably deny such requested leave. Unless the employee on leave has sick leave available and is otherwise able to use sick leave, such leave of absence shall be without pay.

8:1.2 Any employee who becomes pregnant shall notify the superintendent of her condition and, if she elects to remain in her position, may be required to submit periodic certification of her continuing fitness to perform her duties.

8:1.3 The Board of Education recognizes that pregnancy-related disabilities must be treated like other disabilities. Thus, during the four weeks preceding and four weeks following childbirth, when the employee is presumed to be disabled, she will be entitled to sick leave benefits. Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may use additional sick leave benefits if she presents a physician's statement attesting to her continued disability.

8:1.4 The board reserves the right to request that an employee applying for leave submit a statement of health from his/her physician, and further reserves the right to require a maternity disability leave to start sooner than requested should the employee's condition (mental or physical) warrant this action. Any such action shall be subject to the procedure described in 8:1.5 of the Article.

- 8:1.5 The board shall not remove any employee from her duties during pregnancy, except on any one of the following bases:
- a. Performance: Her performance has substantially declined from the time immediately prior to her pregnancy.
  - b. Physical Incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:
    - 1. The employee fails to produce a certification from her physician that she is medically able to continue working, or
    - 2. The board's physician and the employee's physician agree that she cannot continue working, or
    - 3. Following any difference of medical opinion between the board's physician and the employee's physician, the board may request expert consultation in which case a third impartial physician, agreed upon by the employee and the board, shall be appointed to examine the employee and render a medical opinion which shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the board.
  - c. Just Cause: Any other just cause.

8:1.6 When the anticipated period of disability occurs early in the school year and therefore could substantially disrupt the employer's operations, it may be in the best interest of both parties for the leave to start at the beginning of the school year. Should both the board and the employee agree, the employee may use up to two month accumulated sick leave, despite the requirement that to receive disability payments an employee must work until one month before childbirth.

8:1.7 The board recognizes that pregnancy does not necessarily disable an employee. Thus, no employee will be required to take unpaid leave of absences for pregnancy. As described elsewhere in this Article, the board may at its discretion require periodic physician certification of the employee's continued fitness to perform her duties.

8:1.8 As the board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave prior to any actual disability, this employee will not be able to receive sick leave payments when disability does occur.

8:1.9 Except as otherwise provided in this Article, no employee on maternity leave shall be barred from returning to work after the birth of her child by any prescribed waiting period between the birth of her child and the date of return to work; however, each such employee shall be required to file, at least two week prior to the date of her return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable to resuming her full duties, provided that if the board's physician is not in agreement, that conflict of medical opinion shall be resolved in the same manner as set forth in 8:1.5 (b) of this Article.

## 8:2 **Child Care and Adoption Leaves of Absence**

8:2.1 The board shall grant child care or adoption leaves of absence without pay to employees under the following terms and conditions.

8:2.2 An employee may request an unpaid leave of absence to care for a newly born or adopted child.

- 8:2.3 In the case of child leave related to birth, the commencement date of the requested leave may be any time prior to birth. In the case of adoption leave, the employee shall submit written proof of intent to adopt and the estimated date of receipt of custody of the child; the commencement date of the requested leave shall be no earlier than one (1) week prior to the employee receiving de facto custody of the child. The board shall grant such leaves of absence with the requested commencement date and the date of return.
- 8:2.4 Employees seeking an unpaid leave of absence for child care or adoption shall, when possible, make written application to the superintendent not less than 90 days prior to the requested commencement date of the leave. This 90 day notification period may be reduced by agreement between the employee and the superintendent.
- 8:2.5 An employee may return to work within the school year in which the leave begins, provided he or she shall have specified the month when he or she desires to return. Any change of the date of return within the same school year shall only be allowed at the discretion of the board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such change may be granted by the board for reasons associated with the pregnancy, birth, adoption or for other proper causes provided that such change will not substantially interfere with administration of the school. Any tenured employee granted a leave of absence with a return date during the same school year who wishes to extend said leave beyond the school in which it commences shall be permitted to do so if he or she makes application at least three (3) weeks prior to the commencement date of his or her leave of absence and subject to the provisions of 8:2.7 of the Article.
- 8:2.6 The board shall not be required to extend the leave for non-tenured employees beyond the school year for which they were hired. Non-tenured employees wishing to return for the following school year shall be considered by the board for re-employment for the following year.
- 8:2.7 Any tenured employee may return to work in a school year subsequent to the school year in which his or her leave begins, provided he or she shall have requested to do so in his or her application for leave of absence. Any such employee shall be permitted to return to work at the beginning of any of the two (2) school years following the school year in which his or her leave commences, provided such employee has given the board written notice of his or her intention to do so not less than six (6) months prior to the beginning of the school year in which he or she wishes to return.
- 8:2.8 Any employee granted a leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year in which he or she actually returns from such leave) provided he or she has at least 175 working days (twelve month employee) or 120 working days (ten-month employee) or more of service to the district in the year in which the leave commences.
- 8:2.9 No employee on child care/ adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the West Windsor-Plainsboro Regional School District in the area of his/her competency.
- 8:2.10 Return to service – An employee returning to service after a child care or adoption leave shall be considered for the same position that was held at the time the leave began.

**Article IX**

**HEALTH INSURANCE**

- 9:1 The board shall, if the employee requests, assume 100% premium payments for all full-time employees and part-time employees (who work a minimum of 20 hours per week) and their dependents for the medical, surgical and hospitalization insurance offerings of the State Health Benefits Program for the duration of this contract.
- 9:2 Any contemplated change in the carrier not specified shall be discussed with the association prior to such change. However, the coverage, if changed, shall be subject to negotiations between the parties.
- 9:3 All employees who work 20 hours or more per week, shall be entitled to all medical insurance benefits of the State Health Benefits Program. Employees hired after, February 11, 1997 who work between 20 and 30 hours per week will pay a pro-rata share of the cost of insurance premiums for dental and prescription coverage (based on 40 hours per week).
- 9:4 The board will, if the employee so requests, pay the cost of dental insurance. The program shall be the New Jersey Dental Service Plan, Inc., the Delta Dental Plan, three Party (Employee, Two Party, and Family). The coverage shall be:
- |                              |      |
|------------------------------|------|
| Preventative and Diagnostic: | 100% |
| Remaining Basic Services     | 100% |
| Prosthodontic Benefits       | 60%  |
| Orthodontic Benefits         | 70%  |
- 9:4.1 The above program is based upon Usual Customary, and Reasonable (UCR) Fee concept. The maximum amount payable by NJDSP for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is \$1,500.
- 9:4.2 Orthodontic benefits are subject to a \$1,500 maximum per case which is separate from the \$1,500 maximum mentioned above applicable to Basic and Prosthodontic benefits. The orthodontic benefits are applicable to both children and adults covered by this plan.
- 9:4.3 Effective January 1, 2005, enrolled employees and their dependents shall have an annual deductible of \$15 per individual with a maximum of \$30 per family. The deductible shall not apply to preventive services.
- 9:5 The board, if the employee so requests, will pay the cost of Blue Cross Prescription Plan, including oral contraceptive coverage to employee, spouse, and children to age 23. Effective January 1, 2005 through May 30, 2005, the prescription co-pay shall be \$5 (generic), and \$10 (brand name) and two times the applicable co-pay for the 90-day mail order option. Effective June 1, 2005, the prescription co-pay shall be \$6 (generic), \$12 (brand name) and two times the applicable co-pay for the 90-day mail order option.

9:6

**Waiver of Benefits:**

- a. To the extent permitted by law, employees who have alternate medical and /or dental and/or prescription coverage may elect to waive coverage in one or more of the insurance plans provided in this Article, by signing a waiver form.
- b. To the extent permitted by law, an employee who waives coverage shall receive payment equal to 25% of the cost of the premium the Board would have paid had the employee not waived coverage. The Association and Board must adhere to the conditions of the Section 125 Plan.
- c. The waiver must be submitted prior to May 1, and must be effective for the entire school year (July1 – June 30). Each waiver will be effective for one year only and must be renewed each year if a continued waiver is desired.
- d. An employee who has waived coverage, but later loses coverage in his/her alternate insurance plan, may resume coverage under the Board’s plan, upon reimbursement of the amount paid (prorated for each month of insurance coverage) and subject to rules and regulations of the insurance carrier.

**Article X**

**PROTECTION OF EMPLOYEES**

- 10:1 Employees who desire a transfer may file a written statement of such with the assistant superintendent for finance. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Director of Buildings and Grounds, if the employee so requests. In the event that the employee objects to the transfer or reassignment at this meeting, the superintendent will meet with the employee upon request. The employee may have an association representative at all such meetings.
- 10:2 Employees shall evaluate the equipment needs of the building each year and may submit requisitions for such equipment through the immediate supervisor. It is understood that the decision to purchase such equipment rests with the immediate supervisor.
- 10:3 All new positions and/or open positions shall be posted in each building and a copy forwarded to the president of the association, prior to any external advertising. Such notification will set forth all pertinent information including work site, work hours, and classification. The posting shall indicate the closing date for receiving applications. The vacancy shall be filled within 60 days from the closing date, and the association president shall be notified of who received the position. In the event the position is not filled within 90 days, the vacancy shall be re-posted.
- 10:3.1 Employees who receive a promotion shall serve a sixty (60) calendar days probationary period. During this time the employee and the Association shall be kept informed of the progress the employee is making in the new position. During this probationary period the employee shall continue to accrue seniority in his/her former position. The employee shall retain the right to return to his/her former position (classification and building) in the event the employee and/or Board of Education determines that the employee shall not continue in the new position.

For purposes of this paragraph a promotion is defined as movement to a position, which includes an increase in pay, other than a shift differential or other type of stipend. The decision of the Board to return an employee to his/her former position during the probationary period shall not be subject to arbitration. The period shall not be subject to arbitration. The probationary period for an employee who is out of work for any reason will be automatically extended until the employee has actually worked sixty (60) calendar days in the new position.

- 10:3.2 The vacancy shall be filled by the most qualified applicant. If two or more applicants are equally qualified, length of service shall be the determining factor in filling the position.
- 10:4 Overalls shall be supplied for dirty work and ear and eye protection shall be provided as needed, provided this protection shall also be required to be worn.
- 10:5 A room shall be available in each building for the use of foreman. Every employee shall be assigned a locker.
- 10:6 Non-Discrimination: The Board and the association agree that there shall be no discrimination, in the hiring, training, assignment, promotion, transfer, or discipline of an employee, in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, or marital status.
- 10:7 No employee shall be expected to work in an unsafe or unhealthy condition. When an employee feels such a condition exists, the employee shall notify his/her immediate supervisor. If the immediate supervisor cannot resolve the problem, the immediate supervisor shall notify the superintendent. The superintendent shall determine whether or not the workdays or workstation shall be altered.
- 10:8 The board shall supply five uniforms per year for each employee, including slacks and tops. Employees required to work outdoors shall be supplied with jackets and proper rain and foul weather gear, which shall include: coat, boots, hat & gloves for snow, and nylon rain suits for rain. There shall be one chemical apron available for use at each school.
- 10:9 The board shall also supply two pairs of work shoes per year, at a cost not to exceed \$100.00 per pair. All shoes must have a steel toe and be approved by the Director of Building and Grounds. Employees who provide a note from their personal physician shall be exempt from the requirement to wear steel toe shoes, however, the Board will still provide \$100.00 per pair toward the purchase of appropriate work shoes. Receipts for shoes purchases must be submitted by October 30. New employees must submit receipts within two weeks of commencing employment.
- 10:10 Employees shall have the right to use the lunchroom, cafeteria, and faculty dining room.

## **Article XI**

### **DAILY WORK HOURS**

- 11:1 The work day shall consist of eight hours inclusive of a thirty minute uninterrupted meal period.
- 11:2 There will be two uninterrupted periods of fifteen minutes each for the purpose of a "coffee break", the times to be mutually agreed upon by the employee and immediate supervisor.



- 11:3 The board agrees to pay overtime authorized in advance (except in the case of an emergency) by the immediate supervisor as follows:
- Time plus one-half of hours worked beyond forty hours per week.  
Time plus one-half for hours worked on Saturday.  
Double time for hours worked on Sunday  
Double time plus Holiday Pay for those holidays listed on the holiday schedule, not to include “floating” holidays.
- 11:3.1 Nothing shall prevent the Board from employing an individual whose normal workweek would include Saturday and/or Sunday at regular pay. If such a position is created, no present employee shall be required to fill it. Posting and advertising shall be the same for any other position. There will be an annual stipend of \$500 (\$1000 if both Saturday and Sunday are included) for this position, if full time, and prorated on that amount, if part time.
- 11:3.2 Opportunity to earn premium pay will be made available to qualified employees on a rotating basis, within each building. If no qualified employee within the building accepts this opportunity, it will be made available to qualified employees from other buildings.
- 11:4 Employees called to work outside of the regular scheduled time shall be given at least four hours of work.
- 11:5 For the purpose of determining overtime, the following shall count as regular hours worked; paid holidays, paid vacation days, and other approved paid leaves granted at the employees request.
- 11:6 Full-time employees who begin their regular work day after 3PM shall receive a differential pay adjustment of \$.50/hr. This will be \$880 for 10-month employees and \$1040 for 12-month employees. This stipend shall be added to the regular salary and paid out over 22 or 26 equal pay periods. Employees working four or more hours after 3PM shall receive the stipend. If this is in addition to their regular workday, their overtime shall be calculated at this rate.
- 11:7
- a. Whenever schools are closed for the entire day due to emergency conditions, such as inclement weather, day shift staff only shall be excused from duty on the day of school closing, but may be required to work as needed on a rotating basis. Those working will receive 1.5 their regular rate for hours worked. The guarantee specified in paragraph 11:4 does not apply to emergency closings. The above does not apply to delayed openings.
  - c. For shifts other than day shift and when traveling conditions are considered unsafe, the Director of Building and Grounds is authorized to cancel the second and/or third shift, or to authorize an early release of staff. This decision to cancel second or third shift, may occur regardless of whether school is closed on any given day. Premium pay is not authorized for employees working their regular shift.
- 11:8 When schools are closed during heating season, an employee assigned by the Director of Building and Grounds to return to a school to check boilers shall receive two hours overtime. An employee called in to work under this provision shall be eligible for mileage reimbursement at the IRS rate for travel between work and home.

**Article XII**

**JOB DESCRIPTION SHEETS**

- 12:1 The Board will prepare and make available to the association, job description sheets defining the principal functions of each job description covered by this agreement.
- 12:2 At least fifteen days before putting a new position into effect, the board shall give the association a job description sheet for discussion. The association may recommend changes in the description sheet.

**Article XIII**

**SALARIES**

- 13:1 Employees shall be paid on the guides attached as Schedule A.
- 13:2 Salary increases will reflect employees workload related to square footage and student population. Refer to Schedule A – Salary Formula.
- 13:3 Upon retirement from the district, with at least twenty years of service to the district, the Board will:
- a. Compensate employees for accumulated sick leave at the rate of one day of their current rate of pay for every four days of accumulated sick leave.
  - b. Pay the cost of the employee’s present coverage in the District’s regular Prescription Plan and Dental Plan for a period of five years from the date of retirement.
  - c. Pay the cost of present coverage for employee and spouse in the District’s regular health insurance plans for a period of five years from the date of retirement.

**Article XIV**

**ADMINISTRATION OF CONTRACT**

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue to be in full force and effect.

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by letter to the following addresses:

If by the Association to the Board at:

West Windsor-Plainsboro Regional Board of Education  
P.O. Box 505  
505 Village Road West  
Princeton Junction, NJ 08550

If by the Board to the Association President at:

Millstone River School  
Attn: Curtis Meissner  
75 Grovers Mill Rd.  
Plainsboro, NJ 08536

## **Article XV**

### **DEDUCTIONS FROM SALARY**

The Board agrees to deduct from the salary of the employees, dues for the West Windsor-Plainsboro Foremen's Association, the Mercer County Education Association, the New Jersey Education Association, and the National Education Association. The Board agrees to deduct Association dues in accordance with Chapter 310, Public Law of 1967, NJSA 52:14-15.9e, and under rule established by the State Department of Education.

The Board also agrees, upon request of the employee to make salary deductions for the federal credit union and tax shelter annuity plans as shall be made available by the Board. The Board also will make deductions for Washington National Insurance upon request of the employee.

Agency Shop Fee – If a foreman does not become a member of the association during any membership year, which is covered by this agreement, said foreman will be required to pay a representation fee to the association for the membership year or applicable portion thereof. The representation fee will be deducted, prospective only, beginning July 1. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the association as a majority representative.

As covered by statute, employees may appeal for the recovery of the portion of the fee intended for the aid or activities or causes of a partisan, political, or ideological nature only incidentally related to terms and conditions of employment.

Amount of Fee – 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 the membership year. The Association will certify to the Board prior to the start of each membership year the amount of representation fee to be paid by non-members, which will be determined by the Association in accordance with applicable law and shall not exceed the maximum amount permitted by law.

Certification – Prior to the deduction of the representation fee in any membership year, the Association will certify to the Board in writing that the requirements of applicable laws, including NJAC 19:17-3.1 et seq., have been met. The Association shall also provide to the Board, prior to the deduction of representation fees, a copy of the demand and return system.

Fee for Part-Time Employees – Employees who are employees on a part-time work schedule equal to at least 50% time and who chose 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.

Fee for those employed after the start of the school year – Employees who are employed after January 1 of any year who choose not to become members will not be required to pay a representation for that year.

The Association shall indemnify and hold the employer harmless against all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

## **Article XVI**

### **SENIORITY**

Unit members shall accrue seniority in position beginning on the date of their appointment. In the event of a reduction in force (RIF) employees shall be Riffed in the inverse order of seniority in position. Laid off employees shall be placed on a recall list and called back to work in the order of seniority in position. Part-time employees earn seniority on a pro-rata basis.

## **Article XVII**

### **EMPLOYEE EVALUATION**

- 17:1 Employees shall be evaluated at least once each school year. This evaluation will be by the Director of Building and Grounds. The evaluation shall be in a written form followed by a conference between the employee and the Director of Buildings and Grounds for the purpose of identifying any deficiencies and extending assistance for their correction.
- 17:2 Employees shall be given a copy of any evaluation report at least one day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employees file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- 17:3 Such reports shall be issued in the name of the immediate supervisor, addressed to the employee, written in "narrative/checklist form" and shall include, where pertinent:
- a. Strengths of the employee as evidenced during the period since the previous report.
  - b. Weaknesses as evidenced during the period since the previous report.
  - c. Specific suggestions as to measures which the employee might make to improve his/her performance in each of the areas wherein weaknesses have been indicated.

**Article XVIII**

**TERMS AND DURATION**

This agreement shall be effected as of July 1, 2005 subject to the rights of the parties to negotiate over a successor agreement.

This agreement shall not be extended orally or in writing, as it is explicitly understood that it shall expire and terminate absolutely on June 30, 2008.

**IN WITNESS WHEREOF**, the association as caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon all on the day and year first written:

**WEST WINDSOR PLAINSBORO FOREMEN’S ASSOCIATION**

BY \_\_\_\_\_ Date \_\_\_\_\_

Attest

BY \_\_\_\_\_ Date \_\_\_\_\_

**WEST WINDSOR PLAINSBORO REGIONAL BOARD OF EDUCATION**

BY \_\_\_\_\_ Date \_\_\_\_\_  
President

Attest

BY \_\_\_\_\_ Date \_\_\_\_\_  
Secretary

**SCHEDULE A**

**Employee Salary Guide**

- A. Employees move laterally, salaries reflect building assignment.
- B. Second shift stipend (Work Day Beginning After 3PM)  
\$.50/hour                      10 Month=\$880                      12 Month=\$1,040
  
- C. Longevity:  
15-19 Yrs.                      \$1,500  
20+ yrs.                      \$2,000
  
- D. Annual Stipends for pesticide applicator license shall be as follows:  
Core License                      \$100  
2A License                      \$100  
3B License                      \$100  
7A License                      \$100  
Licensed Electrician                      \$2,500  
Refrigerant Recovery License                      \$2,500  
Asbestos                      \$500

The electrician and refrigerant recovery license payments are limited to those employees specifically hired for those positions.

Asbestos stipend are for these three positions, HVAC, Electrical and Maintenance Foreman, provided these employees are certified and trained to perform removal of asbestos.

All stipends above are in addition to base salary and longevity.

