

Proposed Agreement

Between

The Springfield Board of Education

And

**The Springfield Education Association
Paraprofessional Aides, Lunch Aides, Bus
Aides and Drivers**

July 1, 2003 – June 30, 2006

Revised 5/02/05

AGREEMENT

THIS AGREEMENT made this 9th day of May, 2005.

BY AND BETWEEN

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD
IN THE COUNTY OF UNION**

hereinafter referred to as the "Board"

AND

SPRINGFIELD EDUCATION ASSOCIATION

hereinafter referred to as the "Association"

The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless so stated.

The Board agrees not to discriminate against any employee because of his/her membership in the Association and its affiliates or because of his/her participation in collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement, or in the formulation or the enforcement of Board policies.

**ARTICLE 1
RECOGNITION**

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Board recognizes the Association for the purpose of professional negotiations as the exclusive representative for the following who are under contract with the Board:

1. All instructional aides
2. All non-instructional aides
3. Bus Drivers

Only persons represented by the Association shall have the contract rights hereinafter defined, and it is further understood that the following personnel are specifically excluded from this recognition:

1. Superintendent.
2. Board Secretary/Business Administrator.
3. Director of Special Services.
4. Assistant Superintendent for Curriculum and Instruction.
5. Principals.

6. Assistant Principals.
7. Supervisors.
8. Secretary to the Superintendent.
9. Secretary to the Board Secretary.
10. Summer maintenance employees.
11. All certificated teaching personnel dealing directly with children.
12. All certificated personnel in the Division of Special Services.
13. Guidance Counselors.
14. Media Specialists.
15. Office personnel.
16. Custodians.
17. Maintenance personnel.
18. Director of Transportation.
19. Director of Personnel and Staff Development.
20. Director of Technology.
21. Technology Technicians.

The within recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution.

ARTICLE II SUCCESSOR AGREEMENT

A. Meetings

The Board and the Association agree to commence collective negotiations in accordance with Public Employment Relations Commission rules and regulations. Both parties agree to meet at reasonable times and to negotiate in good faith.

B. Representatives

The Board and the Association agree that their respective representatives shall be given full authority to negotiate, but any agreement reached shall be subject to ratification by the respective bodies.

C. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application or alleged violation of this Agreement, or Board policies or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.
2. Non-tenured employees shall not be permitted to grieve their non-re-employment.
3. "Work days" are defined as days on which the grievant is scheduled to work.

B. Purpose

The purpose of this procedure is to provide the means by which grievances can be appealed and resolved at the earliest level. Proceedings will be kept as informal and confidential as possible.

C. Procedure

1. A grievance to be considered under this procedure must be submitted, in writing, to the immediate supervisor by the employee or the Association within twenty (20) work days of its known occurrence. Failure to do so shall be deemed to constitute an abandonment of the grievance. The written grievance shall include the nature of the grievance and the remedy sought.
2. Within five (5) work days after receipt of the written grievance, the immediate supervisor shall give the employee the opportunity to discuss the grievance either directly or through the Association's designated representative with the objective of resolving the matter informally. Within five (5) workdays after that discussion, the immediate supervisor shall issue a written memorandum to the grievant setting forth his/her determination.
3. If a satisfactory settlement is not reached at the informal level herein above set forth, or if no decision has been rendered within five (5) work days after presentation of the grievance, the employee or the Association may present the grievance in writing within five (5) work days after the determination made in Paragraph C.2 above, to the Superintendent of Schools. The written grievance shall set forth:
 - a. The nature of the grievance and the remedy requested.

- b. The nature and extent of injury or loss.
 - c. The basis of dissatisfaction with the prior determination.
- 4. The Superintendent's written decision shall be rendered to the employee and the Association within ten (10) work days after receipt of the written grievance by the Superintendent.
- 5. If the grievance is not satisfactorily disposed of by the Superintendent, or if no decision has been rendered within the time limit set forth, then the grievance may be referred by the individual or the Association to the Board within ten (10) work days of the completion of the proceedings described in C.4 above, or twenty (20) work days after the grievance was delivered to the Superintendent, whichever comes first. The submission to the Board shall be in writing and shall include copies of all relevant documents previously considered in the grievance procedure together with a statement explaining the dissatisfaction with those decisions previously rendered. The Board shall, in writing, within thirty (30) days, advise the Association and the employee of its determination and shall forward a copy thereof to both the Superintendent and the immediate supervisor of the aggrieved employee.
- 6. The stipulated times referred to in C.1 through C.5 above shall be considered as outer limits to be strictly followed, except where extenuating circumstances occur, in which case the time limits specified may be extended upon the mutual consent of the parties.
- 7. Arbitration
 - a. In the event the disposition made in the preceding step is deemed unsatisfactory or if no decision has been rendered within the time limit set forth above and in the event the grievance involves an alleged violation of this Agreement, the Association may request the Public Employment Relations Commission to process the grievance in accordance with its rules and regulations for the selection of an arbitrator. Such request must be made within fifteen (15) calendar days of the Board's decision or forty-five (45) working days after the grievance was delivered to the Board, whichever comes first.
 - b. Grievances which concern the interpretation, application or alleged violation of Board policies and administrative decisions or of statutes and regulations are not arbitrable.
 - c. The arbitrator shall submit his/her determination on the issue submitted to him/her and shall rule on nothing else. His/her determination, binding in nature, shall be limited strictly to the

application or interpretation of the provisions of this Agreement, and he/she shall be without power or authority to make any determination contrary to or inconsistent with the terms of this Agreement. The arbitrator may not alter, add to or omit from the provisions of this Agreement.

- d. The arbitrator's decision shall be in writing and shall be submitted within thirty (30) calendar days of the close of the hearing.
- e. Each party will assume the total cost incurred by itself. The fees and expenses of the arbitrator are the only cost which shall be shared equally.

D. Rights of Employees to Representation

Any aggrieved employee may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by representative(s) selected or approved by the Association. Whenever an Association representative is going to be present at a grievance hearing, the person hearing the grievance will be notified at least one (1) day in advance. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. **Group Grievance**

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may process such grievance through all levels of the grievance procedure even though the employee does not wish to do so.

2. **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 kept in the personnel file of any of the employees.

3. **Continuation of Assignments**

Any and all employee grievants 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.

- 4. Failure to follow the timelines set forth herein shall constitute an abandonment of the grievance by the grievant.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to law, the Board hereby agrees that every employee shall have the right to organize and to join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall neither directly nor indirectly discourage or deprive or coerce any employee's enjoyment of any right conferred by law; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing herein shall be construed to deny or restrict to any employee, such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to the employee thereunder shall be deemed to be in addition to those provided elsewhere.

C. No employee shall be discharged without just cause. Any such action asserted by the Board or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.

D. 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 position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.

E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

F. Whenever members of the bargaining unit are scheduled by the parties hereto, to participate during working hours, in conferences, meetings or negotiations regarding the Collective Bargaining Agreement, they will suffer no loss of pay.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. Meetings

Whenever a representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

B. Use of School Building

Representatives of the Association shall be permitted to transact official Association business and/or conduct meetings on school property, provided, however, that the approval of the building principal is obtained in advance as to time and place, provided that no such transactions, official business and/or meetings shall be permitted to interfere with or interrupt normal school operations or teaching responsibilities.

The Association shall have the privilege of using school facilities and equipment including computers, typewriters, word processors, duplicating equipment, calculating machines and audio-visual equipment at reasonable times, when such equipment and/or facilities are not otherwise in use. This privilege shall be subject to the prior approval of the principal of the school in which the facilities and/or equipment is to be used. The Association shall provide all materials and supplies incident to such use. No piece of equipment as referred to above is to be removed from any school building. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.

C. Notices and Communications

The Association shall have the privilege of posting appropriate notice of its meetings, social affairs or Association business. Copies of all materials to be posted shall be furnished to the building principal in advance of posting. The Association shall have the right to distribute, through the use of the employees' mail boxes, material dealing with the proper and legitimate business of the Association.

D. Association Responsibilities

1. The Association shall be responsible for acquainting its members with all provisions of this Agreement and shall make best efforts for adherence to the provisions of this Agreement by its members during the life of this Agreement.

2. At the beginning of each year, the Association shall furnish to the Superintendent a listing of its officers, and updates regarding any changes that occur during the school year.

E. Access to Information

In response to a reasonable request, the Association shall at the sole expense of the Association be granted access to the following information: class size, number of employee specialists, public budget information, annual financial audits, listing of

professional staff, agendas and minutes of all public Board meetings, group employee health insurance premiums and experience figures, names and addresses of all employees. The use of such information is limited to assisting the Association for collective negotiations and grievance purposes only.

ARTICLE VI WORK YEAR

A. The work year for ten (10) month employees shall be between September 1 and June 30th.

B. All ten (10) month employees may be scheduled to work according to the school calendar. Any ten (10) month employee required to work beyond the regular school year shall be paid at their appropriate per diem or hourly rate unless such hours are beyond their regular day or fall on a holiday, Saturday, or Sunday. In that case the rate of pay shall be in accordance with Article X.

ARTICLE VII WORK WEEK, WORK HOURS, AND WORK LOAD

A. The regular work day for instructional and non-instructional aides and bus aides shall be no more than seven (7) hours except on Friday or the last working day before a holiday or vacation period in which case the instructional and non-instructional aides may leave immediately following the students. The schedule for all aides shall be developed by administration.

B. The regular workday for bus drivers shall be no more than eight (8) hours per day and the schedule shall be determined by the administration.

C. All full-time instructional and non-instructional aides shall have a daily duty-free lunch period equal to the length of the students lunch period at the particular school and may leave the building during this time.

D. All full-time instructional aides and non-instructional aides, excluding bus aides, shall have a ten (10) minute break in the AM or PM assuming adequate coverage is provided.

E. In the event of an unscheduled student dismissal, instructional aides not employed in any other capacity shall be allowed to leave immediately after such dismissal.

F. In the event the normal opening of school is delayed for pupils because of an emergency, inclement weather, or other reason, instructional aides not employed in any other capacity will not be required to report more than fifteen (15) minutes before pupils.

ARTICLE VIII EMPLOYMENT PROCEDURES

A. Each employee shall be placed on his/her proper step of the appropriate salary schedule at the beginning of the work year.

B. Each employee must work one-half of their work year to receive one year's credit toward their next salary increment. "Work" shall include sick days, paid personal leave, and any other day when compensation is provided.

C. Each employee shall be placed on his/her proper step of the appropriate salary schedule at the beginning of the work year.

D. On or before May 30th of each year, the Board shall provide to each employee either:

1. A written offer of a contract for employment for the next succeeding year providing for, except in the case of a reduction in force, the terms and conditions of employment, but with such increases in salary and benefits as may be required by law or as set forth in the agreement between the Board and the Association;

— or —

2. A written notice that such employment shall not be offered.

3. Any employee who receives a notice of non-employment may, within 10 days thereafter, in writing, request, from the Superintendent, a statement of reasons for such non-employment. Said statement shall be given to the employee in writing within 30 days of the receipt of such request.

ARTICLE IX SENIORITY AND JOB SECURITY

A. Seniority shall be defined as service in the school district and will include the following categories: instructional aide, non-instructional aide, and bus drivers.

B. A seniority list shall be provided to the Association by November 1 or at the time of a contemplated Reduction in Force (RIF).

C. Any reduction of positions shall be accomplished in the following manner:

1. Employees shall exercise their total employment seniority to replace a less senior employee in the same job category.

2. In the event that a vacancy occurs, a laid-off instructional or non-instructional aides or bus driver shall be entitled to recall thereto in the order of his/her job category seniority provided such vacancy occurs within 12 months of the lay-off.

3. Notice of recall to work shall be addressed to the employee's last known address appearing on the records of the school district, by certified mail, return receipt requested. Within seven (7) workdays from receipt of such notice of recall, the employee shall notify the Board of Education, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply, or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall.

4. Any job offerings not within the same job, shift, hours, and days category of work may be offered to the individual, but shall not effect his/her status on the recall list.

D. Seniority shall not be accumulated during the period of layoff. Upon recall, instructional and non-instructional aides and bus drivers shall have their accumulated seniority restored to the date of layoff.

E. Recalled employees shall have all benefits restored including but not limited to vacation eligibility, step on guide, etc.

F. All notices for job opportunities within the negotiating unit shall be posted in all work locations on the Association bulletin board at least seven (7) days before the closing date for applications. A copy of each such notice shall be sent to the Association.

G. An employee shall only lose school district seniority if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.

ARTICLE X SALARIES, OVERTIME, AND OTHER FORMS OF REMUNERATION

A. Overtime shall be paid at the rate of time and one-half the hourly salary in accordance with the Fair Labor Standards Act. Overtime shall be assigned on a rotating and equalized basis based upon seniority and rotated beginning with the most senior employee.

B. Employees who work on Sundays or holidays shall be paid time and one-half their hourly salary.

C. Instructional and non-instructional aides shall not be required to serve as the school nurse.

D. Instructional and non-instructional aides who are required to perform chaperone duty at extracurricular activities shall be paid at the same rate as teachers who perform chaperone duty.

E. Any full-time instructional and non-instructional aides shall receive a full day's pay when they are required to work at least one-half of their particular workday and are then required to leave school because of an emergency school closing.

F. As permitted by law, instructional and non-instructional aides who hold substitute or teacher certification shall be eligible for appointment as substitute teachers at the Board-approved rate of pay or the aide salary, whichever is higher, for the day of the assignment as a substitute should a regular substitute be unavailable for class. The Superintendent shall make such determination or designee and the staff member shall serve wherever required.

G. All expenses normally incurred for a field trip (*i.e.*, lodgings, tolls, gas, etc.) will be provided to the bus driver prior to the start of the trip.

ARTICLE XI VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Employees who desire to transfer to another worksite may file a written statement of such desire with the Superintendent. Such statement shall include the worksite or worksites to which he/she desires to be transferred in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than June 1st.

B. Notice of an involuntary transfer or reassignment shall be given to employees as soon as is practical, and except in cases of emergency, not later the close of schools in June.

C. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the Superintendent shall meet with him/her. The employee may have an Association Representative(s) present at such meeting.

D. A list of open positions in the district shall be made available to all employees being involuntarily transferred or reassigned. Said employees may request the positions, in order of preference, to which they desire to be transferred. The Superintendent is not required to honor such request and the decision of the Superintendent shall be final.

ARTICLE XII EMPLOYEE EVALUATION

A. Each instructional aide shall be observed once during each work year. Each observation shall consist of a forty-five (45) minute observation of the employee at his/her worksite.

B. Within two (2) days of each observation, the instructional aide shall receive a written report, and within five (5) days shall have a conference with the author of the report. Each observation cycle shall be completed before another cycle begins.

C. Annually, each employee shall receive a written evaluation two (2) days prior to a meeting with his/her supervisor to review the content of the evaluation.

D. Each employee shall have the right to attach a written statement of rebuttal to all written evaluations.

E. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

F. An employee shall be given a copy of any visit, observation, or evaluation report prepared by his/her evaluator(s) two (2) days before any conference. No report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

ARTICLE XIII JOB POSTING PROCEDURES

A. All district and unit vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:

B. A notice shall be posted at each worksite, as far in advance as practicable, but no less than seven (7) workdays before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Employees

who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

C. Employees who desire to apply for a vacancy which may be filled during the summer vacation period shall submit their names and addresses where they can be reached during the summer to the Superintendent, together with the position(s) to which they desire to apply. The Superintendent shall notify such employees of any vacancies or new positions. Such notice shall be sent as far in advance as practicable, but no less than seven (7) days before the final date when applications must be submitted.

ARTICLE XIV SICK LEAVE

A. All ten (10) month employees shall be entitled to ten (10) sick leave days each school year as of the first workday of said school year.

B. All unused sick leave days shall be accumulated from year to year with no maximum limit.

C. Quarantine in Case of Contagious Diseases

1. When such quarantine is not because of personal illness, the employee shall be allowed full pay, providing the certificate is filed with the Superintendent.

2. When the quarantine is because of personal illness, Section "A" shall apply.

D. Upon request an employee shall be given a written accounting of accumulated sick leave.

E. Upon completion of twenty-five years of service with the Springfield Board of Education, 150 accumulated sick days and submission for retirement to the Public Employment Retirement System, an employee shall be compensated at the rate of \$15 per day for all unused accumulated sick leave to a maximum of \$2000.

F. In the event of the death of an employee, payment for all accumulated days as stated above shall be paid to his/her estate within thirty (30) days of employee's death.

ARTICLE XV TEMPORARY LEAVES OF ABSENCE

A. Employees shall be entitled to the following temporary leaves of absence with full pay each school year:

1. Up to five (5) shall be granted in the event of serious illness of an employee's immediate family members, living in the employee's immediate household and any other member of the immediate household. For absence due to serious illness of a child who is not living in the household of the employee, full pay for not more than three (3) days in each school year. Days needed for this purpose will be deducted from the accumulated sick leave allowance. If there is

no such accumulation of sick leave, such pay shall be subject to the deduction of salary paid a substitute.

2. Time off with pay shall be granted for appearances in any legal proceeding connected with the individual's employment or with the school system..

3. Up to five (5) days shall be granted in the event of the death of immediate family members (spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law) and any other member of the immediate household. Absences due to death of any other family member will be permitted with full pay for the day of the funeral.

B. In addition to the leaves granted above and in other articles of this Agreement, each full-time employee is entitled to one (1) day personal leave days per year. Application must be made to use it to their immediate supervisor no less than ten (10) days in advance and it must be used to accomplish something that couldn't occur outside their normal workday.

C. Employees who are called to jury duty shall first attempt to have such service postponed until school is not in session. If the request is not granted the employee shall receive full pay subject to a salary deduction equivalent to Jury Duty pay for all time served on jury duty.

Article XVI EXTENDED LEAVES OF ABSENCE

A. MATERNITY LEAVE

1. An employee of the Board shall notify her principal or other supervisor of her intent to take a maternity leave of absence, no later than sixty (60) calendar days prior to the date on which she intends to leave. Such notification will be accompanied by a written statement from her doctor indicating the expected birth date of the child. The leave of absence shall begin on the date stipulated by the employee, subject to her continued ability to perform all responsibilities, as determined by her supervisor.

2. At the time an employee applies for said leave, she shall also submit the date on which she expects to return to employment. Her date of return may be as soon as she feels competent to fulfill her responsibilities, or shall extend for one year following the birth of the child and as much longer as may be required to terminate on the next succeeding July 1, except that a non-tenured employee's leave may not extend beyond June 30 of the year in which the leave was granted. The Board will grant such leave of absence without pay. In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may return to her position as soon as she is physically able.

3. Under normal conditions, pregnancy shall be deemed to be a temporary disability during the four (4) weeks immediately preceding the expected birth of the child and the four (4) weeks following the termination of the pregnancy. For the period of disability related to the normal pregnancy and childbirth, the employee may elect to use her accumulated sick leave up to a maximum of eight (8) weeks.

G. Child Adoption

Any employee adopting a child shall be eligible to receive leave similar to maternity leave. Any employee planning adoption should notify his/her principal or other supervisor upon submitting legal application for adoption. Said leave shall commence upon her/his receiving de facto custody of said child or earlier, if necessary to fulfill the requirements for adoption.

ARTICLE XVII PROTECTION OF EMPLOYEES

A. No employee shall be discharged, disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board, or an agent or representative thereof, shall be subject to the grievance procedure herein set forth.

B. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment or the salary or any increments pertaining thereto, 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 present to advise and represent him/her during such meeting or interview.

ARTICLE XVIII INSURANCE PROTECTION

A. Health

1. All employees represented by the Association prior to January 1, 2004 and employed for thirty (30) hours per week will be provided the same coverage that has the same or better benefits which had been provided under the New Jersey State Public and School Employees Health Benefits Program as is now in existence. During the term of this Agreement the Board shall offer the Blue Cross Blue Shield Traditional, Point of Service and Preferred Provider Organization Plans.

2. All employees hired by the Board on or after January 1, 2004 and working thirty (30) hours per week shall be provided with health insurance coverage with benefits no greater than The Blue Cross Blue Shield Preferred Provider Organization Plan with unlimited chiropractic, physical and cognitive rehabilitation benefits. Upon any such employee obtaining tenure, such employee may elect to select any health insurance coverage then offered by the Board.

3. Any employee who elects a traditional insurance plan offered by the Board shall have a deductible of \$200 for individual coverage and \$400 for family coverage as of January 1, 2004.

4. Employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving medical insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving coverage will receive for the year to which the waiver applies \$3,000, which shall be payable at the rate of \$750.00 per quarter. During any year in which an employee has waived family

medical insurance coverage, the employee shall be able to terminate the waiver and re-enroll in the family health insurance coverage if the employee experiences a change in his/her need for the family coverage, including but not limited to divorce, death of a spouse, or loss of spouse's health insurance. Employees hired during the year who elect not to take the family coverage, and husband and wife employees terminating his/her employment prior to July 1 and employees terminating his/her waivers prior to July 1 shall receive the above waiver payment prorated on a quarterly basis. If it is required by IRS Regulations to implement the provisions of this paragraph, the Board shall adopt a 125 Plan.

B. Dental

1. The Board shall make available dental care coverage for each employee employed for thirty (30) hours and, in cases where appropriate, for family plan coverage. With respect to this coverage, in the event that the carriers are changed the benefit level shall be equal to or greater than that provided prior to such change.

2. The Association and Board will mutually investigate prospective carriers to ensure that the coverage is equal to or greater than that provided. In the event that more than one carrier is identified, the Board reserves the right to select the carrier.

C. Prescription

During the life of this Agreement, employees employed for thirty (30) hours will not have to pay for such prescription coverage for employees only. The Board does, however, reserve the right to select or coverage. The Board shall provide change the insurance carrier with it being understood and agreed that the benefit protection thereunder shall be equal to or greater than that provided prior to any such change. In no event shall the Board's contribution be greater than \$168,958 for 2003-2004, \$176,224 for 2005-2006 and \$184,154 for 2006-2007. Increases in premium cost above the \$168,958, \$176,224 and \$184,154 set forth above will be paid for by either modifying the co-payments or through any other mutually agreeable plan. During the term of this Agreement, the co-pay for prescriptions shall be \$15 for generic drugs and \$35 for brand name drugs except as stated above.

ARTICLE XIX PROFESSIONAL DEVELOPMENT

A. Instructional aides may apply to the Superintendent for permission to attend workshops or conferences related to their work assignment and which may or may not be scheduled during work time. If the Superintendent approves of the application, the bargaining unit member shall be reimbursed for the costs incurred. The superintendent's decision is not grievable.

ARTICLE XX PAYROLL DEDUCTIONS

A. Payroll Deductions

1. The Board agrees to make available in the district and to provide the bookkeeping necessary for both a tax shelter annuity program (as described in Section 403 (b) of the Internal Revenue Code) and a U.S. Savings Bond purchase program.

2. The Board shall remit a check at the end of each pay period to the tax shelter annuity company as designated by an employee or to the bank for U.S. Savings Bond purchases.

3. The Board's only responsibility in this matter is to honor the written request of the individual employees to participate in the plans and remit the money as outlined above.

4. The Board and the Association agree that the tax shelter annuity companies that are now available in the district shall continue and that companies shall not be added or deleted without mutual agreement. The parties also agree that there shall be one bank designated by the Association for the purchase of savings bonds.

B. Summer Payment Plan

Each ten (10) month employee may individually elect, during the first week of the work year or the beginning of employment, to have ten percent (10%) of his/her semimonthly salary deducted from his/her paycheck. These funds shall be paid to the employee, at his/her option, in the final pay in June or according to a schedule of payments throughout the summer as requested by the employee and approved by the Board or to his/her estate upon the death of the employee or on termination of employment.

C. The Board shall provide for the direct deposit of any employee's paycheck into a bank account of the employee's choice with appropriate authorization from the employee

ARTICLE XXI REPRESENTATION FEE

A. Representation Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

B. Procedure

1. **Notification**

- a. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the representation fee to be paid by non-members.
- b. Prior to November of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph c. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
- c. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.
- d. The deductions will begin with the first paycheck paid:
 - (1) 10 days after receipt of the aforesaid list by the Board; or
 - (2) 30 days after the employee begins his/her employment in a bargaining unit position.

. 2 Termination

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

3. Mechanics of Deducting and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

C. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph, and
- b. if the Association so requests in writing, the Board will cooperate with the Association in the defense of the claim.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.

ARTICLE XXII MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Separability

If any provisions 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 or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Copies of this Agreement shall be printed at the expense of the Board within sixty (60) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

D. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to the following addresses:

• If by Association, to Board at _____
(address) _____

• If by Board, to Association at _____
(address) _____

ARTICLE XXIII DURATION OF AGREEMENT

This Agreement shall be implemented between the period July 1, 2003 to June 30, 2006.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon.

Board of Education

Association

By: _____

By: _____

President

President

By: _____

By: _____

Secretary

Secretary

Paraprofessional, Bus and, Lunch Aides Salary Guide

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
0 – 3 years	\$12.25 per hr.	\$12.75 per hr.	\$13.30 per hr.
4 – 6 years	\$12.55 per hr.	\$13.10 per hr.	\$13.70 per hr.
7+ years	\$12.85 per hr.	\$13.45 per hr.	\$14.10 per hr.

Bus Drivers Salary Guide

0 – 3 years	\$13.25 per hr.	\$13.75 per hr.	\$14.30 per hr.
4 – 6 years	\$13.55 per hr.	\$14.10 per hr.	\$14.70 per hr.
7+ years	\$13.85 per hr.	\$14.45 per hr.	\$15.10 per hr.