

ARTICLE I
RECOGNITION

- A. The Board of Education of the Town of Dover, hereinafter called the "Board" hereby recognizes the Dover Supportive Staff Association, hereinafter called the "Association" as the exclusive representative for collective negotiations concerning the terms and conditions of employment, as defined by N.J.S.A. 34:13A-1 et seq., for all regularly employed:

Full Time Custodial
Full Time Maintenance
Full Time Groundskeepers
Full Time Bus Drivers
Secretarial Employees
Clerical Employees
Cafeteria Employees
Health Office Assistants
Technology Office Clerks
Computer Repair Technicians

Excluded from such representation are all other employees of the Board, including:

1. Supervisory and Managerial Employees
 2. Professional Employees
 3. Confidential employees within the meaning of the PERC Act, including the Secretary to the Superintendent, Secretary to the Assistant Superintendent, and the Secretary to the Board Secretary.
- B. Unless otherwise indicated, the term "Employees" when used hereinafter in this Agreement shall refer only to the personnel represented by the Association in the negotiating unit as above defined.

ARTICLE II
NEGOTIATION PROCEDURE

Negotiation shall begin no later than December 20th of the calendar year preceding the calendar year in which this Agreement expires. The first negotiating session shall begin with an exchange of proposals. Any Agreement so negotiated shall apply to all employees herein identified under Article I, be reduced to writing, upon approval by the Association, be signed by the Association, and upon approval by the Board be signed and adopted by the Board.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "Grievance" is a claim by an employee based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees. (However, only a violation of the Agreement shall be subject to Level Four [Advisory Arbitration].)

2. Aggrieved Person

An "Aggrieved Person" is the person or persons making the claim.

3. Party In Interest

A "Party In Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time that the employee knows or should know of its occurrence, otherwise the same shall be deemed to have been abandoned.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to carry out all duties and assignments and observe all rules and regulations of the Board.

2. Level One - Principal

An Employee with a grievance shall first discuss it with this Principal with the objective of resolving the matter informally.

3. Level Two - Superintendent (or designee)

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) work days after presentation of the grievance, he may file in writing with the Superintendent within five (5) work days after the decision at Level One or fifteen (15) work days after the grievance was presented whichever is sooner, specifying:

1. The nature of the grievance;
2. The nature and extent of the claimed injury or loss;
3. The result of previous discussions;
4. Reasons for dissatisfaction with prior decision;
5. Relief being sought.

(b) The Superintendent or his designee shall meet with the grievant and issue a written response within fifteen (15) work days after the grievance has been filed with the Superintendent.

4. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fifteen (15) work days, he may submit the grievance to the Board of Education within five (5) work days. A Board Committee shall hold a hearing within twenty (20) work days.

5. Level Four - Advisory Arbitration

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, he may within five (5) work days after a decision by the Board or twenty (20) work days after the grievance was submitted to the Board or ten (1) days after the holding of a hearing, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may inform the Board in writing of its decision to submit the grievance to arbitration. The Association shall within five (5) work days of informing the Board of its decision, file a demand for arbitration with the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- (b) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which are violative of the terms of this Agreement. The recommendation of the arbitrator shall be submitted to the Board and Association and shall be advisory.
- (c) The costs of the services of the arbitrator shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring the same.

D. RIGHTS OF EMPLOYEE TO REPRESENTATION - EMPLOYEE AND ASSOCIATION

An aggrieved employee is to be present at all stages of the grievance procedure and may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected by him. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views.

E. MISCELLANEOUS

1. Group Grievance

If a grievance affects a group of employees and is signed by those affected members, the Association may submit such grievance on behalf of the employees to the Principal and may process such grievance commencing at Level One.

2. Separate Grievance File

All documents, communications and records which deal solely with the processing of a grievance are to be kept in a separate grievance file.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public.

ARTICLE IV
EMPLOYEE RIGHTS AND PRIVILEGES

- A.** Pursuant to N.J.S.A. 34:13A-1 et seq., the parties hereto agree that every employee shall have the right freely to organize, join and support the Association and its affiliates or to refrain from such activities.
- 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, prior 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.
- C.** No records shall be placed in an employee's file, either commendatory or derogatory, without first being discussed with the individual. The individual shall sign the document indicating she/he has read the item of record.
- D.** An employee shall have the right, upon request, to review the contents of said employee's personnel file.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A.** Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- B.** Representatives of the Association, the New Jersey Education Association, and the National Educational Association shall be permitted to transact official Association business on school property with proper administrative approval and following administrative reporting procedures, provided that this shall not interfere with or interrupt normal school operations or be conducted during regularly scheduled work periods.
- C.** The Association and its representatives shall have the right to use school facilities at all reasonable hours for meetings when said facilities are not otherwise in use, provided that this shall not interfere with or interrupt normal school operations or be conducted during regularly scheduled work periods. The Superintendent and Board of Education shall be notified in advance of the time and place of all such meetings and approval shall not be unreasonably withheld.
- D.** The Association shall have the right to use school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Such use shall not interfere with or interrupt normal school operations or be conducted during regularly scheduled work periods.
- E.** The Association shall have the right to use the inter-school mail, facilities and school mail boxes with copies of such material being given to the Building Principal or appropriate administrator.
- F.** Paragraph "A" through "E" above shall be subject to compliance with Board policy.

ARTICLE VI
WORK YEAR

The work year for employees shall be as follows:

- A.** The work year for secretaries and computer technicians shall be:
1. Ten month - five working days prior to September 1, to June 30, with appropriate salary adjustment for such time prior to September 1.
 2. Twelve month - July 1st to June 30th.
- B.** The work year for part time secretaries, technology office clerks, and health office assistants shall be:
1. Ten month -- from five working days prior to September 1 to June 30, with appropriate salary adjustment for such time prior to September 1.
- C.** The work year for twelve month custodians, maintenance workers and groundskeepers shall be July 1st to June 30th.
- D.** The work year for bus drivers shall be:
- Ten month - 184 days
Twelve months - July 1st to June 30th.
- E.** Cafeteria employees' work year for salary compensation purposes shall be 175 work days. Compensation at employees' hourly rate shall be paid for any days worked beyond 175.

ARTICLE VII
DAILY WORK HOURS

A. Secretaries, computer repair technicians, clerks, and health office assistants.

The work day shall consist of seven and one-half (7½) hours exclusive of a thirty (30) minute uninterrupted lunch. Monday through Friday, these hours to be determined by employee's building principal or central administrator, as applicable.

B. Summer Work Hours Secretaries and Computer Repair Technicians.

For the period of July 1st through August 31st, the work day shall consist of seven (7) hours, exclusive of a thirty (30) minute uninterrupted lunch hour, Monday through Friday.

C. Custodians.

The normal working period of full-time custodial, maintenance and groundskeeping personnel shall be eight (8) hours per day and forty (40) hours per week, exclusive of a ½ hour lunch period. Custodians shall stagger their lunch periods to allow for more efficient work coverage. Employees shall be available and on duty within their assigned building as directed by the Principal or Assistant Superintendent. A full-time custodial employee may not leave the school premises during the officially designated lunch period unless such leave has been approved by the Principal.

D. Bus Drivers.

The normal working day for all full time bus drivers shall be eight (8) hours per day, forty (40) hours per week, exclusive of a 1/2 hour daily lunch period.

E. Cafeteria Employees.

Cafeteria employees' work periods shall be specified by hourly rate and daily number of hours worked as indicated on their individual employment contract.

F. Coffee Breaks - Secretaries, Custodians and Computer Repair Technicians.

One fifteen (15) minute coffee break shall be provided to full-time employees in accordance with applicable standards and policy.

ARTICLE VIII
OVERTIME

- A.** For Custodians, Maintenance Workers, Groundskeepers and Bus Drivers:
- 1.** On Monday through Saturday all work performed in excess of eight (8) hours in any one (1) work day or in excess of forty (40) hours in any one (1) week shall be compensated at the rate of one and one-half (1½) times the base rate of the affected employee.
 - 2.** Sunday and holiday work shall be compensated at a total of two (2) times the base rate of the affected employee.
 - 3.** For any emergency call-in (unexpected/unforeseen call-back to work) an employee shall receive a minimum of two (2) hours pay at the rate specified in 1 or 2 above.
 - 4.** Head Custodians or their designee who are required to check the buildings on Saturday and Sunday will be paid one (1) hour at the rates specified in 1 or 2 above.
 - 5.** Regular bus driver rotation shall be exhausted before utilizing non-contracted drivers.
- B.** Secretarial, clerical staff and computer repair technicians working overtime may opt to take compensatory time off (at straight time) in lieu of monetary compensation with approval of the immediate supervisor. After working forty hours in a work week, the option will be at time and one half.
- C.** Overtime pay will be paid twice a month: on the 15th and 30th based on prompt submission of timesheets. Hours worked from the 1st to the 15th of the month will be paid on the 30th, while hours worked from the 15th through the 31st of the month will be paid on the 15th of the following month.
- D.** Overtime, as authorized by Principal or Supervisor, shall be offered to qualified employees on a rotating basis in each building whenever the need for such overtime is known at least 24 hours in advance.
- E.** Emergency overtime (i.e. less than twenty-four (24) hours notice) may be assigned on a first available basis district wide.
- F.** Ten (10) month employees who work during the summer and are assigned to perform their identical regular school year position shall be compensated based upon the hourly rate applicable to their school year title. Those assigned to different positions during summer months shall be compensated at the summer hourly rate established by the Board.

ARTICLE IX
HOLIDAYS

A. The following paid holidays will be observed by full-time employees.

Labor Day	Christmas Eve Day
Columbus Day	Christmas Day
Thanksgiving and Friday after Thanksgiving	New Year's Eve Day
Good Friday	New Year's Day
Martin Luther King Day	Washington's Birthday
(12 month employees - Independence Day)	Memorial Day

If any of the above holidays fall on a Saturday or Sunday, an additional holiday shall be observed on the preceding or following weekday as scheduled by the administration.

B. Subject to Paragraph "C" below, during the regular school year, secretarial and clerical personnel and computer repair technicians shall not ordinarily report for work when schools are closed for holidays, storm days and other recesses, except as follows:

- 1.** Central office personnel are required to report for work on a rotating basis to staff the Board office during Christmas vacation, Easter vacation, and other times as directed by the Administration.
- 2.** School building office personnel are required to report for work when needed, as directed by the Principal with authorization from the Superintendent's office.

C. Should a longer work year be negotiated for administrators, the impact in terms and conditions of employment for affected unit members shall be subject to negotiation.

ARTICLE X
PAID LEAVES OF ABSENCE

A. Sick Leave.

Employees shall be entitled to the following sick leave:

1. Twelve month employees - 12 days per year;
2. Ten month employees - 10 days per year.

All unused sick leave shall be accumulative from year to year with no maximum limit.

B. Bereavement Leave

1. Up to four (4) consecutive non-accumulative days, per occurrence for death in the immediate family: "Immediate family" shall mean father, mother, spouse, child, grandchild, brother, sister, brother or sister-in-law, mother or father-in-law, or any member of the employee's immediate household.
2. One (1) day non-accumulative, per occurrence, for grandparents.

C. Personal Leave With Pay

1. Employees shall be entitled to three (3) days leave per year. These days shall be without reason unless any leave falls immediately before or after a school holiday, a recess or vacation period, or the start or end of the student school year. During these times, employees shall be entitled to such leave days only for any of the reasons listed below:

Religious holiday
Court Subpoena
Marriage of employee or member of immediate family
Illness in immediate family
Emergencies
Moving of employee's household
Employee's mortgage closing
Settlement of estate
Death of family member or friend not covered in B.1 or B.2.
College graduation of child, self or spouse.

Employees seeking personal leave with pay shall submit a written request form at least three (3) school days prior to the date requested. With the

exception of leave for religious purposes or a stated emergency reason, personal leave with pay shall be limited to ten per cent (10 %) of the employees per school, per day. Shared staff will not be counted in the computation for the 10% limitation.

In the event an employee seeking personal leave with pay fails to submit a written request form for such leave at least three (3) school days prior to the date requested, such leave request shall be deemed an "emergency" request, for which a reason is required.

An individual request for an extension of personal leave in excess of three (3) days and/or the 10% staff limitation may be granted at the sole discretion of the Superintendent whose decision shall be final and cannot be grieved.

2. All unused personal leave days shall be converted to sick leave at the end of each school year.
3. Application for use of such leave must be made in writing to the Superintendent of Schools through the Principal and approval obtained. The number of leave days without reason which may be granted on any day will be subject to District staffing needs.

(Not applicable to days with reasons listed above.)

D. Jury Duty

Employees called to Jury Duty shall be excused at full pay less the stipend paid by the court. (Employees to turn over jury duty pay to employer except for gas mileage.) Employee shall report to work if excused early or on days when jury is not in session.

- E.** Employees may request in writing a leave of absence without pay. Such a request shall be made to the Superintendent of Schools who shall transmit the request for Board of Education action. The Board of Education reserves the right to grant or deny such leave or extension of such leave

F. Unused Sick Leave

1. Upon retirement after ten (10) years of service in the Dover Public School District, all employees shall be compensated at the below listed rate for each unused sick leave day:

2003-2004	Cafeteria Workers	\$22.00
	All Other Employees	\$27.00
	Maximum of 140 days	

2004-2005	Cafeteria Workers	\$23.00
	All Other Employees	\$28.00
Maximum of 140 days		
2005-2006	Cafeteria Workers	\$24.00
	All Other Employees	\$29.00
Maximum of 140 days		

2. Six months notice must be given to the Board by retiring employee in order to qualify for payment. Such notice can be waived by the Board for a good reason acceptable to the Board. Payments shall be made after retirement in equal monthly installments or in a lump sum, whichever is mutually acceptable to both the retiree and the Board.
3. In the event that an employee dies while in active service for the District, with more than ten years of service for the District, the retirement payment for unused and accumulated sick leave shall be made to his/her beneficiary or estate, as designated on the PERS pension statement.

G. Perfect Attendance Incentive

A pilot program shall be established only for the duration of this Agreement. In the event that less than 5% of the bargaining unit achieves perfect attendance in any year the program shall be eliminated at the expiration of the three year agreement. An employee with 100% perfect attendance (no absences for any reason except bereavement) for the entire work year (July 1 through June 30) shall be eligible to participate in the incentive pool. A cash pool of one thousand two hundred (\$1,200.00) dollars shall be available annually for equal distribution among those employees within the bargaining unit who achieve the 100% attendance. Each employee so rewarded shall also receive a letter of commendation.

H. Association Leave Day

The Association may receive six (6) days leave during any contract year for the purpose of having any member appear in litigation pending before the New Jersey Public Employment Relations Commission, arbitration, and matters of a similar nature. The Association agrees to pay for the cost of any substitute for a member using any such Association leave day. Association leave days shall not accumulate from year to year.

ARTICLE XI
VACATIONS

A. Vacation

Full-time 12 month employees hired prior to July 1, 1997 shall receive paid vacations during July and August as follows:

1. Two weeks (10 working days) after one (1) year of service.
2. Two weeks plus one (1) day after five (5) years of service.
3. Three weeks plus two (2) days after ten (10) years of service.
4. Three weeks plus three (3) days after fifteen (15) years of service.
5. Four (4) weeks after twenty (20) years of service.
6. Vacation entitlement for less than one (1) year of service shall be prorated as follows:
 - a. All vacation if employment begins on or before September 1st and continues through June 30.
 - b. One vacation day for each full month of employment after September 1st.
7. Vacations shall be taken after June 30th of the expired school year and must be completed before the last two weeks in August, with exceptions for tenured secretaries to take five (5) vacation days at any time during the school year being approved by the Building Principal, Director or, for central office staff, the Board Secretary, (and for custodians, maintenance workers and groundskeepers, the Supervisor of Buildings and Grounds and for bus drivers, the Supervisor of Transportation) with authorization from the Superintendent's office. If educational and business circumstances allow, the District Administration in its discretion may permit custodians and secretaries to use vacation time during the regular school year upon prior written approval of the Building Principal and Supervisor of Buildings and Grounds and Assistant to the Superintendent for the custodians, and upon approval by the Building Principal or Director, or Board Secretary for central office staff. This provision allows custodians, secretaries and computer technicians to request, and be permitted to take, subject to administrative approval, vacation time over and above five vacation days during the regular school year.

- B.** Full-time 12 month employees hired on or after July 1, 1997 shall receive paid vacations during July and August as follows:
1. One week (5 work days) after one year of service.
 2. Ten (10) days after three (3) years of service.
 3. Two weeks plus one (1) days after five (5) years of service.
 4. Three weeks plus two (2) days after ten (10) years of service.
 5. Three weeks plus three (3) days after fifteen (15) years of service.
 6. Four weeks after twenty (20) years of service.
 7. Vacations shall be taken after June 30th of the expired school year and must be completed before the last two weeks in August, with exceptions for tenured secretaries to take five (5) vacation days at any time during the school year being approved by the Building Principal or Director or, for central office staff, the Board Secretary, and for custodians, maintenance workers and groundskeepers, the Supervisor of Buildings and Grounds and for bus drivers, the Supervisor of Transportation, with authorization from the Superintendent's office. If educational and business circumstances allow, the District Administration, in its discretion, may permit custodians and secretaries to use vacation time during the regular school year upon prior written approval of the Building Principal and Supervisor of Buildings and Grounds and Assistant to the Superintendent for the custodians, and upon approval by the Building Principal, Director, or Board Secretary for central office staff. This provision allows custodians, secretaries and computer technicians to request, and be permitted to take, subject to administrative approval, vacation time over and above five vacation days during the regular school year.
- C.** Vacation entitlement for all full-time employees shall be subject to the following conditions:
1. Employment services shall be calculated based upon months of actual contractual service rendered prior to July 1st of the current July-August vacation period.
 2. No time credit shall accumulate during a leave of absence.
 3. An involuntary separation from employment followed by reemployment interrupted by more than 12 months shall void all prior time credit.
 4. A resignation shall void all prior time credit.
 5. No time credit shall be received for part-time or hourly employment.

6. Effective July 1, 2000, a secretary who is permanently assigned from a 10 month work year to a 12 month work year shall accrue vacation time credit on a pro-rated basis. The amount of vacation time shall be determined from the contracted vacation schedule based upon employee's original date of hire.

For example: 10 month secretary works 11 years, and is then changed to 12 month position
 $10 \times 11 = 110$ months.
 $110 \text{ months} / 12 \text{ months} = 9 \text{ years}$.
The secretary is credited with 9 years of service for vacation purposes.

ARTICLE XII
JOB POSTING

- A. All notices of full-time job opportunities shall be posted in the main offices of each school for a duration of three (3) days prior to publication in the newspaper. A copy of said notices shall be sent to the President of the Association. Applications of all applying employees shall be given consideration by the Administration.

ARTICLE XIII
MANAGEMENT RIGHTS

- A.** The Board, subject only to the express written provisions of this written Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.
- B.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the provisions of N.J.S.A. 34:14A-1 et seq., and by the specific and express terms of this Agreement and then only to the extent such specific and express terms and such exercise thereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

ARTICLE XIV
MISCELLANEOUS

A. Separability

In 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 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.

B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format, within a reasonable time after the Agreement is signed. The Agreement shall be presented to all employees employed or hereafter employed by the Board.

D. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the other, either party shall do so by telegram or certified letter at the following addresses:

1. If by Association to Board at: 100 Grace Street
Dover, New Jersey 07801
2. If by Board, to Association at: Dover High School
100 Grace Street
Dover, New Jersey 07801

E. Board Policies

Board policies are available in each building for use by employees.

F. Dues Deduction

The Board agrees to deduct from the salaries of its employees, dues of the New Jersey Education Association or the National Education Association or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9 and under rules established by the State Department of Education.

G. Saved Harmless

Whenever any civil action has been or shall be brought against any employee for any act or omission arising out of and in the course of the performance of his duties, except civil actions between the Board and employee, the Board shall defray all costs of defending such action, including legal fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom.

H. Contracts

All contracts shall be distributed by April 15th, or as soon thereafter as possible, but not later than June 1st of each school year for employment during the following school year.

I. Non-modification of Agreement

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.

J. Gas Mileage

When an employee is authorized by the Board to use his/her own automobile in conducting school business, the Board shall compensate said employee as follows:

Mileage reimbursed at Federal IRS rate as established annually on July 1st.

K. Representation Fee

Any employee who is not a member of the Association shall pay a representation fee in lieu of dues for services rendered by the Association.

Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law, and shall be paid in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members, but in

no event shall such representation fee exceed 85% of the regular membership dues, fees and assessments.

L. Credit Union

Optional payroll deductions will be made and deposited with Tri-Co Federal Credit Union, Morristown, New Jersey.

M. Uniforms

Cafeteria workers and full time custodians will be eligible to receive reimbursement for costs of uniforms upon presentation of paid bills as follows:

2003-2004 – up to \$150.00 per year
2004-2005 – up to \$150.00 per year
2005-2006 – up to \$150.00 per year

Bus drivers will be eligible to receive a one-time windbreaker allowance.

N. Seasonal uniform shirts and trousers shall be worn by all maintenance workers, bus drivers and groundskeepers, as provided by the Board of Education, when and if it so determines.

O. All employees shall have the option of direct deposit of paychecks.

ARTICLE XV
INSURANCE PROTECTION

- A.** For the duration of this Agreement, part-time employees, defined as employees who work less than twenty-six (26) hours and who are hired on or after July 1, 2003, shall receive no health benefits. All full and part-time employees who were hired prior to July 1, 2003 are grandfathered from this provision and shall continue to receive the level of benefits received prior to the execution of this Agreement. In the 2005-2006 school year, the Board shall make available to full-time employees, defined as employees who work at least twenty-six (26) hours per week, and their eligible dependents group coverage as follows:
1. Horizon Blue Cross/Blue Shield of New Jersey Preferred Provider Organization (PPO) Benefits.
 2. CIGNA Health Care (HMO)
 3. The Board shall pay the full cost of this insurance protection.
- B.** The Board shall pay the full cost of single-only coverage for full-time employees hired prior to July 1, 2003, until such employees have completed two years of full-time employment, at which time the Board shall pay the full cost of this insurance protection for the employee and any dependents. These full-time employees may pay for dependent insurance protection through employee contributions to a Board-established 125 Cafeteria Plan. This provision expires at the commencement of the 2005-2006 school year.
- C.** The Board shall make available to all eligible part-time employees hired after July 1, 1997, and prior to July 1, 2003, and their dependents, either the Horizon Blue Cross/Blue Shield (PPO) or CIGNA Healthcare (HMO) coverage, 50% of the cost of same to be paid by the Board, the remaining to be paid by the employee. Part time for purposes of this section only is defined as working at least nineteen (19) hours per week.
- D.** A Dental Plan (Delta Dental Plan number 7297) will be provided and paid for by the Board, for full time employees only. Full time, as defined in Section A of this Article, means working a minimum of twenty-six (26) hours per week. All employees covered by Dental Insurance prior to July 1, 2003 shall remain covered.

ARTICLE XVI

SALARIES

A. Base Salaries shall be increased as follows for unit employees:

<u>2003- 2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
4.5%	5.0%	5.0 %

Adjustments outside the settlement made in 2003-2004 school year only:

- \$1,000 increase each for 8 secretaries;
- \$1,500 adjustment each for two head secretaries ;
- \$3,678 adjustment for one secretary.

Adjustment outside the settlement made in 2004-2005:

- \$500 increase each for 8 secretaries

- B.** All increases are subject to administrative evaluation.
- C.** Cafeteria workers substituting for manager with administrative approval shall be compensated one dollar (\$1.00) per hour for each additional hour worked.
- D.** When appointed by the Board of Education to serve as a long-term acting supervisor, custodians will be compensated one dollar and fifty cents (\$1.50) additional per hour for the duration of the absence (with administrative approval of such assignment).
- E.** When, due to short term leaves, the building administrator acknowledges that a custodian is acting on behalf of a supervisor or head custodian (performing duties and accepting oversight responsibilities normally handled by the absentee) said custodian will be compensated \$1.00 additional per hour for the duration of the absence.
- F.** When due to short term leave, the building administrator authorizes a secretary to act on behalf of a head secretary (performing duties and accepting responsibilities normally handled by the absentee) said secretary will be compensated one dollar and fifty cents (\$1.50) additional per hour for the duration of the absence (with administrative approval of such assignment).
- G.** All custodial employees shall be required to obtain a Black Seal Low Pressure Boiler Operator's License within two (2) years from beginning date of employment. If such license is not obtained upon the conclusion of the first full year of employment, a written warning shall be given to the employee. Failure to secure the required license after two (2) years of employment shall result in a termination.
- H.** The Head Cook shall be compensated one dollar (\$1.00) per hour to be added to base salary for every hour worked (with administrative approval of such assignment).

ARTICLE XVII
EXTRA STIPENDS

- A. Effective in the 2003-2004 school year, the following Longevity Schedule shall be implemented for all employees covered by this Agreement:

<u>Completed Years of Service</u>	<u>Total Payment</u>
10 through 14 completed years in the District	\$500.00
15 through 19 completed years in the District	\$650.00
20 through 24 completed years in the District	\$850.00
25 or more completed years in the District	\$1,000.00

1. No time credit shall accumulate during a leave of absence.
2. An involuntary separation from employment followed by re-employment interrupted by more than 12 months shall void all prior time credit.
3. A resignation shall void all prior time credit.
4. No time credit shall be received for part-time or hourly employment. This does not apply to cafeteria workers who are entitled to longevity as noted above.

- B. In the 2003-2004 school year, the employee charged with the responsibility of obtaining substitutes shall receive the following annual stipend:

High School	\$1,200.00
Middle School	\$1,000.00
East Dover Elem.	\$ 800.00
Academy Street	\$1,000.00
North Dover	\$1,000.00

In the 2004-2005 school year, one employee will be charged with the responsibility of obtaining substitutes and shall receive a stipend of five thousand (\$5,000.00) dollars. The parties agree that this provision shall be carefully evaluated, such that if it does not work to the satisfaction of administration, the task will revert to the arrangement set forth for the 2003-2004 school year.

The Board shall provide each employee charged with the responsibility of obtaining substitutes with an answering machine and a separate telephone line in their home for such tasks.

- C.** As in the past, upon appointment, head custodians and night supervisory positions shall be compensated in the following manner:

Head Custodians	\$1,500 above his/her salary
Night Supervisors	\$1,000 above his/her salary

Employees who are discontinued in their supervisory positions shall have their salary reduced by the original amount of stipend paid upon original appointment.

- D.** As in the past, upon appointment, each head secretary shall be compensated in the following manner:

\$1,500 above her base salary

Employees who are discontinued in this position shall have their salary reduced by the original amount of stipend paid upon original appointment.

ARTICLE XVIII

TUITION

- A.** Workshops: An employee may request in writing permission to attend a workshop. If attendance is approved by the building principal and assistant superintendent, the employee shall be given a professional day and the Board will pay the workshop fee.
- B.** Job Related Courses: An employee may request in writing advanced approval from the building principal and assistant superintendent to attend a job related course on non-work hours. If the employee receives advanced approval and submits a documentation of successful completion of the course (with a grade of "B" or better, if graded) the Board shall reimburse the employee one-half the cost of tuition and fees. Payments for books, transportation or other costs will then be reimbursed.
- C.** Full reimbursement will be paid for successful completion of the Black Seal test. No reimbursement will be made if the employee does not pass the Black Seal test.

ARTICLE XIX
DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2003 through June 30, 2006.

- - - - SIGNATURES - - - -

The Dover Board of Education and the Dover Supportive Staff Association do hereby agree to the procedures and conditions as set forth in this thirty page document entitled "Agreement Between THE DOVER BOARD OF EDUCATION and THE DOVER SUPPORTIVE STAFF ASSOCIATION" covering the period of July 1, 2003 to June 30, 2006.

DOVER SUPPORTIVE STAFF
ASSOCIATION

DOVER BOARD OF EDUCATION

By: _____
President

By: _____
President

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Secretary

Date

Date

SIDE BAR AGREEMENT
BETWEEN
DOVER BOARD OF EDUCATION
AND
DOVER SUPPORTIVE STAFF ASSOCIATION

In consideration of the mutual promises and undertakings contained herein, the undersigned parties agree that the Collective Negotiation Agreement between the Dover Board of Education and the Dover Supportive Staff Association, effective July 1, 2003 to June 30, 2006, is hereby amended as follows:

1. The Dover Board of Education agrees that the Superintendent will issue a memorandum to Building Principals and Directors notifying them that documentation is not required when employees utilize personal and bereavement leave. Documentation can only be required in cases of suspected abuse.

2. This Side Bar Agreement shall not survive the expiration of the Collective Negotiations Agreement that becomes effective July 1, 2003, unless expressly so provided therein.

DOVER BOARD OF EDUCATION

DOVER SUPPORTIVE STAFF ASSOCIATION

Date:

Date:

AGREEMENT

BETWEEN

DOVER BOARD OF EDUCATION

AND

DOVER SUPPORTIVE STAFF ASSOCIATION

July 1, 2003 - June 30, 2006

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