

2004-07 AGREEMENT

BETWEEN THE

**PRINCETON REGIONAL EDUCATIONAL
SUPPORT STAFF ASSOCIATION**

AND THE

BOARD OF **E**DUICATION

**ALL EDITS TO THIS
CONTRACT ARE IN BOLD
FOR EASY LOCATION AND VERIFICATION**

QUESTIONS REGARDING THIS CONTRACT SHOULD BE DIRECTED TO:

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MIDDLE SCHOOL

LEW GOLDSTEIN
CHIEF NEGOTIATOR
BOARD OF EDUCATION
OF THE PRINCETON
REGIONAL SCHOOL
DISTRICT

2004-07 AGREEMENT

Between the
PRINCETON REGIONAL EDUCATIONAL SUPPORT STAFF ASSOCIATION
and the
BOARD OF EDUCATION
PRINCETON REGIONAL SCHOOL DISTRICT

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PREAMBLE

This agreement is entered into this **1st day of July, 2004**, by and between the Board of Education of the Princeton Regional Schools, Princeton, county of Mercer, state of New Jersey, hereinafter called the "Board," and the Princeton Regional Educational Support Staff Association, hereinafter called the "Association," and represents the complete and final Agreement on all bargainable issues.

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for the following designated personnel under contract or employed by the Board, except for those in the positions excluded under paragraph B.

Acting Custodian Supervisor
Administrative Secretary
Assistant Custodian Supervisor--HS
Bookkeeper/Senior Bookkeeper
Bus Aide
Carpenter
Chief Mechanic/ Boilerman--HS
Clerk-Typist/Receptionist
Custodian Boilerman
Custodial Supervisor
Custodian/Bus Driver
Custodian/Full - or Part-Time
Data Processing Technician
Executive Secretary
Groundskeeper
Instructional Aide/Full- or Part-Time
Library Assistant
Maintenance Personnel
Mechanic/Custodian
Painter
Playground/Cafeteria/Library Aide
Purchasing Agent
Secretary
Supervisor, Playground/Cafeteria/Library Aides
Technology Support Assistant
Word Processing Secretary

- B. Positions excluded from the bargaining unit are:

Secretary to the Superintendent
Executive Secretary to the Business Administrator/ Board Secretary
Executive Secretary--Human Resources
Administrative Secretary--Human Resources
Senior Bookkeeper--Human Resources

Any other positions determined not to be in the unit during the term of this contract.

- C. Unless otherwise indicated, the term "employees," when used hereinafter in the Agreement, shall refer to all personnel represented by the Association in the negotiating unit as above defined.

- D. Unless otherwise indicated, reference to “Superintendent,” when used hereinafter in the Agreement, shall encompass the meaning of “Superintendent or his/her designee.”
- E. All gender references or titles of positions which indicate gender shall be construed to mean male or female.
- F. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Negotiations

1. The parties agree to enter into collective negotiations in accordance with the New Jersey Employer-Employee Relations Act, in a good-faith effort to reach agreement concerning terms and conditions of employment for all employees for whom the Association is authorized to negotiate.
 2. Any agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be ratified by the Association, shall be adopted by appropriate resolution of the Board, and shall be signed by the Board and the Association.
 3. The signature of the Association on the Agreement shall be pursuant to authorization received from the membership, and the Board reserves the right to request a statement signed by an officer of the Association that the membership has ratified the Agreement.
- B. 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 3

GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is an appeal by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.
 - a. A grievance based upon the possible interpretation, application, or violation of this Agreement shall be subject to binding arbitration.
 - b. A grievance based upon policies and/or administrative decisions affecting an employee or group of employees will follow prescribed procedures but will not be subject to arbitration.
 - c. The term “grievance” and the procedure relative thereto shall not be deemed applicable to the following:
 - 1) A complaint of a non-tenured employee which arises by reason of his/her not being reemployed.
 - 2) A complaint by an employee occasioned by appointment to or lack of appointment to or retention in or lack of retention in any position.
2. A grievance to be considered under this procedure must be initiated by the employee or group of employees within ten (10) workdays from the time the employee or group of employees knew or should have known of its occurrence.
3. The Association may process a grievance through all legal avenues for a non-tenured custodial or maintenance employee who alleges wrongful evaluation procedures and/or disciplinary discharge.
4. 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 to resolve the claim.
5. Workdays are those when administrative offices are scheduled to be open.

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 will be kept as informal and confidential as may be appropriate at any level of procedure.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, 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 and shall be exclusive of sick leave and scheduled vacation.
2. Failure at any step of this procedure to communicate the decision on a grievance within specified time limits shall permit the aggrieved to proceed to the next step.
3. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step.
4. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved may not wish to do so.
5. Level 1

Any employee who has a grievance shall discuss it within ten (10) workdays with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.

Level 2

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) workdays, (s)he shall set forth the grievance in writing to the principal or immediate supervisor with a copy to the Association specifying:

- a. The matter at issue or in dispute.
- b. Arguments of the grievant.
- c. The grievant's request for remedy.

The document shall contain all points to be included in the grievance. Facts not contained in the document may be introduced at higher levels in the procedure only with the consent of all interested parties.

The principal or immediate supervisor shall respond in writing specifically to the points raised by the grievant, introduce any additional reasons for his/her decision, and conclude with a reasoned decision within six (6) workdays of receipt of the written grievance.

Level 3

The employee, not later than four (4) workdays after receipt of the principal's or immediate supervisor's decision, may appeal the decision to the Superintendent.

The appeal shall be made in writing to the Superintendent with a copy to the Association. The appeal shall include the document submitted by the grievant at Level 2, a copy of the supervisor's reply, and the reasons for the appeal.

The Superintendent shall hold a hearing with the parties to discuss the written documents and shall attempt to resolve the matter as quickly as possible. The Superintendent shall resolve the matter and communicate his/her decision with reasons in writing to the employee, the principal, and the Association within a period not to exceed fifteen (15) workdays.

Level 4

If the grievance is not resolved to the employee's satisfaction, (s)he, not later than four (4) workdays after receipt of the Superintendent's decision, may request a review by the Board.

The request shall be submitted in writing through the Secretary to the Board. It shall include reasons for requesting the review of the Superintendent's decision. The Secretary to the Board shall request all related papers from the Superintendent and forward them to the Board.

The Board, or a committee thereof, shall hold a hearing with the employee and render a decision with reasons within thirty (30) workdays of receipt of the grievance by the Board. If the grievance is filed between September 1 and May 1, the hearing shall be held within thirty (30) workdays; if the grievance is filed after May 1, the hearing shall be held within thirty (30) calendar days of September 1.

Level 5

If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by an arbitrator for a grievance over the interpretation, application, or violation of this Agreement, then the Association shall so notify the Board through the Secretary to the Board within ten (10) workdays of receipt of the Board's decision.

The parties shall be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.

a. The authority of the arbitrator shall be subject to the following:

- 1) The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
- 2) (S)he shall be without power or authority to modify, add to, subtract from, or in any way whatsoever alter the terms and provisions of this Agreement.
- 3) (S)he shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement.

- 4) (S)he shall be bound by the laws of the state of New Jersey and the United States, decisions of the courts of New Jersey and of the United States, and rulings and decisions of the Commissioner of Education and the State Board of Education.
 - 5) (S)he shall be without power or authority to make any decision which requires a monetary award which shall require an expenditure of funds in excess of \$2,500 and which has not been allocated in the budget. However, any such decision that is not appealed by the Board shall be implemented prospectively with funding in the next succeeding budget.
- b. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties subject to whatever appeals are permitted by law.
 - c. Only the aggrieved, the Association, and the Board shall be given copies of the arbitrator's decision.
 - d. The Association and the Board shall be responsible for all costs incurred by each, and only the fee and the expenses of the arbitrator shall be shared by each party paying one-half.
 - e. The Association and the Board shall be limited to placing one (1) grievance before any one arbitrator at any time. Arbitrators shall be prohibited from hearing more than one (1) grievance at the same time except by mutual agreement of the parties.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall be notified by the Board that the grievance is in process at the time the written grievance is submitted. The Association shall have the right to be present and set forth its position at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
3. The Board and the Association shall assure all parties to a grievance freedom from restraint, interference, coercion, discrimination, or reprisal in following the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance originates above the level of principal, it may be submitted in writing by the Association directly to the Superintendent and the processing of such grievance shall be commenced at Level 3.

2. 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 participants.
3. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives theretofore referred to in this ARTICLE.
5. In rendering decisions, the Superintendent's designee shall not be a party in interest.

ARTICLE 4

COMPLAINT PROCEDURE

The Board and the Association agree that when another person questions a practice or decision made by a staff member, the most appropriate and constructive way to begin to deal with the question is for the person to deal directly with the staff member. Any subsequent comments concerning the quality of performance of a staff member made to any member of the Administration by another person shall be processed according to the procedures outlined in the steps below. When a criminal offense is involved, these procedures shall be waived.

Step 1

In the event a complaint is not resolved to the satisfaction of all parties, the supervisor shall provide the employee with a written statement of the complaint. The employee may request a conference with the complainant and the supervisor to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2

Any complaint unresolved under Step 1 shall be reviewed by the Superintendent in an attempt to resolve the matter to the satisfaction of all parties concerned. Upon review of the written complaint, the Superintendent shall confer with all parties within ten (10) workdays.

Step 3

If, after a meeting of the parties, the Superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, (s)he shall forward the results of his/her investigation along with his/her recommendation, in writing, to the Board and a copy to all parties concerned.

Step 4

After receipt of the findings and recommendations of the Superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

ARTICLE 5

SUPPORT STAFF LIAISON COUNCIL

- A. A liaison council shall be established.
- B. The function of the council is to recommend to the Superintendent items for consideration. The council shall meet in a joint effort to promote harmonious working conditions and increase morale.
- C. The council shall consist of the First, Second, and Third Vice Presidents or a designee selected in their place by the President, and two other members from each unit to be appointed by the President, and the Superintendent and such other administrators, to number no more than five, as designated by the Superintendent as (s)he shall deem necessary.
- D. Each year, as near the opening of school as practicable, the Superintendent and the President of the Association shall meet to identify and discuss matters of mutual concern. One week before the scheduled meeting, each group shall submit an agenda to a designated person. This will determine which members of the group should attend the council meeting.
- E. The council shall meet as a whole when the problem is of such a nature that all parties to the contract are affected.
- F. Vice President or designee and two other members of a group may meet if the problem deals only with one category of employees. (For example, if the problem deals only with overtime for custodians, the Vice President from the maintenance and facilities group and two members may meet with members of the Administration.)

ARTICLE 6

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to the Employer-Employee Relations Act, the Board and the Association agree that every member of the Association shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain therefrom. The Board and the Association agree they shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership or non membership in any activities of the Association and its affiliates, collective negotiations with the Board, or institution or non-institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment pursuant to N.J.S.A. 34:13A-5.3 and 5.4.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights or to relieve him/her from such obligations as (s)he may have under New Jersey school laws.
- C. No employee shall be disciplined or reprimanded 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.
- D. Whenever any employee is required to appear before the Board, or any committee or member thereof or an administrator or supervisor 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 (s)he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing and a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Whenever an employee is required to appear before the Superintendent under similar circumstances, (s)he shall have the same entitlement to have a representative present.

ARTICLE 7

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association one copy of agenda and minutes of all public meetings as duplicated and distributed to the Board members and the County Superintendent of Schools; one copy of names and addresses of all employees covered by the unit; and, in response to reasonable requests from time to time, available public information concerning the school district which the Association may require. Nothing contained herein shall impose any obligation upon the Board to disclose any information, which may be classified as privileged and/or confidential.
- B. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations or grievance proceedings, (s)he shall suffer no loss in pay. **Any representative or employee who is out of work on a medical leave, paid or unpaid, shall not participate in grievance proceedings or negotiations until (s)he returns to work.**
- C. The Association and its representatives may be permitted to use school buildings without charge in accordance with Board Policy 1330, "Community Use of School Facilities" (Revision #4, adopted **February 2003**).
- D. Except as provided by law, the rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other employee organization(s) representing any portion of the unit.
- E. The Association is required under the Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of the Agreement have been made for all employees in the bargaining unit and not only for those in the Association.
- F. Association members shall be permitted to attend six (6) meetings per year from 3:30 - 4:30 p.m. The meetings shall consist of two (2) general membership meetings and four (4) representative council meetings. The schedule of dates shall be presented to the Superintendent for approval no later than October 1 of each school year. By mutual agreement, the schedule may be modified. In the event the meeting is expected to continue beyond 4:30 p.m., prior arrangement must be made with the Superintendent.
- G. Upon written request, up to two (2) leave days, without loss of pay, shall be granted per year to be used for release time to attend meeting and/or workshops on a county/state level. The aforementioned two days is the total to be utilized by the Association membership in its entirety. Said requests shall be certified by the President of the Association and forwarded to the Superintendent at least one week in advance, except in the event of an emergency.

ARTICLE 8

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the state of New Jersey and of the United States, including all decisional law and rules and regulations of the state Department of Education and Commissioner of Education of the State of New Jersey.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of 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 specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under New Jersey Statutes Title 18A, Education, or any other national, state, county, district, or local laws or regulations as they pertain to education.
- D. Subcontracting--Maintenance and Facilities Personnel
 - 1. If the Board determines that there is temporary work available that can be performed by bargaining unit employees outside of their normal workday, then this work shall first be offered to bargaining unit employees on an overtime basis.
 - 2. Temporary work is work that can be completed in no more than two (2) hours per day and in no longer than one (1) week.
 - 3. Except in emergency, all other available work positions shall be advertised by the Board for no less than a period of ten (10) workdays. If the Board contemplates or anticipates subcontracting this work, it must notify the President upon the commencement of advertising.
 - 4. If the work position cannot be filled through advertising and the Board determines that it will subcontract the work, then the Board shall consult with the Association President regarding implementation of the subcontracting at least five (5) workdays prior to subcontracting.
 - 5. The language of this section shall not be construed to interfere with the Board's established right to subcontract the cleaning in Princeton High School.

ARTICLE 9

WORK SCHEDULE

A. Work Year

1. Maintenance and Facilities and Secretarial Personnel

The work year shall be all weekdays during the employee's contract period with the exception of scheduled vacations and holidays.

Contract Work Periods

- a. Annual contracts are effective from July 1 through June 30 of the following year.
- b. Ten-month contracts are effective from September 1 through June 30 of the following year.
- c. Ten-month contracts for secretarial employees hired on or after July 1, 1984, will consist of one hundred ninety (190) workdays and seventeen (17) holidays enjoyed by other unit employees. The exact work schedule will be determined by the administrator after consultation with the employee, but the final decision will rest with the Administration. This outcome is final and cannot be appealed to another level.

2. Aide Personnel

- a. For contractual employees, the work year shall be in accordance with the academic calendar adopted by the Board of Education and shall not exceed one hundred eighty five (185) days.
- b. For hourly employees, the work year shall be determined by the Director of Human Resources.
- c. Playground/ cafeteria/ library aides in the elementary schools shall work three (3) hours per day.
- d. The position of supervisor of elementary playground/ cafeteria/ library aides shall be paid \$1.00 per hour higher than the playground/ cafeteria/ library aides. If a grievance is filed against this supervisor, the building principal shall adjudicate said grievance.
- e. **Playground/ cafeteria/ library aides who substitute for secretaries shall be paid their hourly aide rate for each hour worked beyond their 3-hour work day.**

Classroom aides who substitute for teachers:

- 1) on an all-day basis shall be paid \$30 a day in addition to their aide salary.**
- 2) for 2 - 4 hours shall be paid \$15 per day in addition to their aide salary.**
- 3) less than 2 hours shall not receive additional compensation**

B. Work Hours

1. Maintenance and Facilities Personnel

a. Schedule Posting

Work schedules showing the employees' shifts, workdays, and hours shall be posted by the supervisor in each building by the fifteenth of each month for the following month.

b. Work Shift

Eight (8) hours of work, exclusive of a **thirty (30)** minute lunch period, shall constitute a work shift.

The Superintendent may establish differentiated starting and stopping times consisting of eight (8) consecutive hours for employees working a Monday through Friday workweek. These hours shall remain constant for a twelve-month cycle, unless modified by mutual agreement. Except in the event of an emergency (i.e., death, serious injury), an employee shall receive at least thirty (30) days' prior written notice before any involuntary change in his/her scheduled starting and stopping times.

Individual maintenance and custodial employees may be assigned to perform their duties in more than one (1) building (floaters). Floaters shall have eight (8) hour shifts and shall be required to check in at each assigned building. If a floater is held over at one building, the supervisor shall be required to notify the next school and make the appropriate notations on the floater's time card. For regularly assigned shifts, which include Saturday and Sunday, two employees must be assigned at all times. Full-time floaters shall be entitled to contract benefits.

c. Flexible Hours (Swing Shifts)

The Superintendent may establish differentiated workweeks for maintenance and custodial employees. **A workweek of Tuesday through Saturday may be designated through the end of the current District buildings' construction.** Each designated workweek shall consist of five consecutive days. Assignments to a week other than Monday through Friday shall be made through volunteers and employees hired after June 30, 1996. Individual employee workweeks shall remain constant for a six (6) month cycle. Except in the event of an emergency (i.e., death, serious injury), an employee shall receive at least thirty (30) days' prior written notice before any involuntary change in the workweek can occur. Employees whose regular shift includes Saturday or Sunday cannot receive overtime pay for that regular shift. For regularly assigned shifts which include Saturday and Sunday, two (2) employees must be assigned at all times.

1) Grounds Personnel

When required during the months of May, June, September, and October, two (2) members of the grounds crew shall work consecutive ten (10) hour days on Wednesday, Thursday, Friday, and Saturday. Volunteers shall be sought. In the absence of volunteers, employees with the lowest seniority shall work. During these times, Saturday work shall be straight time.

2) Maintenance Personnel

One major project per year, needed personnel shall work consecutive ten (10) hour days on Wednesday, Thursday, Friday, and Saturday. Volunteers within the respective trades shall be sought. In the absence of volunteers, employees with the lowest seniority shall work. During these times, Saturday work shall be straight time.

d. Cleanup Period

Employees shall be granted a fifteen (15) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal cleanup.

2. Secretarial Personnel

- a. For positions of thirty-five (35) hours per week, the workday shall consist of seven (7) hours exclusive of a sixty (60) minute duty-free lunch hour.
- b. For positions of forty (40) hours per week, the workday shall consist of eight (8) hours exclusive of a sixty (60) minute duty-free lunch hour.
- c. For positions of less than thirty-five (35) hours per week, the workday shall be defined by the principal or immediate supervisor.
- d. Reasonable hours for the workday shall be established by the immediate supervisor.
- e. In scheduling lunch hours and daily work hours, first consideration shall be the needs of the school, after which seniority shall be governing.
- f. Employees shall continue to enjoy appropriate rest periods as provided in the past.

3. Aide Personnel

- a. For contractual employees, the workday shall consist of seven (7) hours exclusive of a duty-free lunch period.
- b. For hourly employees, the working hours shall be determined by the school principal.

c. Full-time elementary school aides shall enjoy twenty (20) minutes of duty-free time during their scheduled workday. Aides in the middle school and high school shall continue to be scheduled in accordance with the practices at the schools.

d. Elementary playground/cafeteria/library aides shall work three (3) hours a day.

4. Time Reporting (Required by the Federal Wage-Hour Law)

a. Daily attendance and hours worked shall be reported in accordance with established procedures.

b. Required attendance at meetings, seminars, etc., conducted on the premises by Princeton Regional staff members shall be reported as time worked.

C. School Closing/Emergency Shutdowns

1. There will be three (3) categories of snow days:

a. "State of Emergency" declared by the state and/or municipality.

Employees will not be required to report to work during hours declared as a "State of Emergency." Maintenance and facilities workers who perform snow removal during declared State of Emergency shall be paid **snow pay** for those hours.

b. Total School Shutdown declared by the Superintendent.

Maintenance and facilities employees are required to report to work. Employees will be paid **snow pay** for the hours dedicated to snow removal.

c. School Closings for Students.

Maintenance and facilities employees deemed to be emergent employees are required to report to work. **Maintenance and facilities staff absent more than one time on a snow day are required to bring in a medical note if claiming sick time for such absence.**

Snow pay is defined as double the hourly rate a custodial/ maintenance employee was earning at the end of 2003--2004 school year. This rate will be frozen for the three years of this contract.

1) On days when schools are **closed for students and closed for staff**, persons who are called to remove snow shall be paid **snow pay** for hours worked, **in addition to their regular salary**. Once snow is removed, workers shall be sent home.

2) On days when schools are **closed for students but open for staff**, workers called to remove snow **shall be paid snow pay for snow removal then workers shall go home, IF they have worked at least eight (8) hours. If they have not worked eight (8) hours their remaining work hours will be at their regular rate.**

3) On days when schools are open for students, workers called to remove snow shall be paid snow pay only for all hours outside of their normal shift, in addition to their regular salary.

2. Effective July 1, 1996, employees will no longer be given a holiday for school closings due to snow. Employees not reporting to work due to a snow closing shall be required to make up the day if it is rescheduled for students.

Twelve (12) month secretaries who fail to appear on a school closing day shall charge their absence to available leave time or make up the day at a time that is mutually agreeable to his/ her supervisor. **Secretarial staff absent more than one time on a snow day are required to bring in a medical note if claiming sick time for such absence.**

Instructional aides shall make up the days in the same way teachers make up the days.

ARTICLE 10

CALL TIME AND OVERTIME

A. Maintenance and Facilities Personnel

1. Any employee called to return to work outside of his/her regular scheduled shift shall be paid a minimum of two (2) hours at the overtime rate, so long as said two (2) hours are not contiguous with the employee's regular scheduled shift. The supervisor has the right to retain the employee for the entire two (2) hour period.
2. Overtime shall be paid at the rate of time and one-half for all time worked in excess of forty (40) hours in any workweek. For the purpose of determining the forty (40) hours, the following shall count as eight (8) hour days:
 - a. Holidays
 - b. Paid Sick Days
 - c. Paid Personal Days
 - d. Paid Vacation Days

Unapproved absences shall not receive credit for overtime purposes.

3. Emergency call-in work on Saturdays, Sundays, or scheduled holidays which is required as the result of a fire, flood, vandalism, or snow removal shall be paid at double the hourly rate.
4. Employees shall be **paid snow pay** for snow removal on any day an employee exceeds his/her eight (8) hour day. Such overtime must be authorized by the Facilities Manager.
5. Employees required to work on Sundays for regularly scheduled and recurring activities and non-school scheduled activities will receive double time.
6. Overtime must have the prior written approval of the supervisor **except in emergencies**. The written authorization must be attached to the attendance report for the period during which overtime is being claimed. Complaints about overtime shall be dealt with in the Support Staff Liaison Council. If unresolved, they shall be subject to the grievance procedure.

B. Secretarial Personnel

1. Any employee called to return to work outside of the regular scheduled shift shall receive a minimum of two (2) hours' pay at the overtime rate, so long as said two (2) hours are not contiguous with the employee's normal work shift.
2. Overtime shall be paid for all hours authorized and worked in excess of the contractual workweek.
 - a. For positions of thirty-five (35) hours per week or less, straight time shall be paid for overtime up to forty (40) hours. Time and one-half shall be paid after forty (40) hours.

- b. For positions of forty (40) hours per week, time and one-half shall be paid for all time worked in excess of forty (40) hours. Overtime must have the prior written approval of the supervisor **except in emergencies**. The written authorization must be attached to the attendance report for the period during which overtime is being claimed. Complaints about overtime shall be dealt with in the Support Staff Liaison Council. If unresolved, they shall be subject to the grievance procedure.
 - c. All conditions for overtime must be mutually agreed to by the employee and immediate supervisor except in case of emergency.
 3. For determining the pay in a workweek, the following shall count as days worked:
 - a. Holidays
 - b. Paid Sick Days
 - c. Paid Personal Days
 - d. Paid Vacation Days
 - e. Other Approved Paid Leaves
 4. Unapproved absences shall not receive credit for overtime purposes.

C. Aide Personnel

1. For full-time contractual employees, straight time shall be paid after thirty-five (35) working hours up to and including forty (40) working hours.
2. For part-time contractual employees, straight time shall be paid for hours worked in excess of the contracted hours up to and including forty (40) working hours.
3. Time and one-half shall be paid to all employees for hours worked in excess of forty (40) hours.
4. For determining the overtime workweek for full-time contractual employees, the following shall count as days worked:
 - a. Holidays
 - b. Paid Sick Days
 - c. Paid Personal Days
 - d. Other Approved Paid Leaves
5. Unapproved absences shall not receive credit for overtime purposes.
6. Overtime must have the prior written approval of the supervisor when possible. The written authorization must be attached to the attendance report for the period during which overtime is being claimed. Complaints about overtime shall be dealt with in the Support Staff Liaison Council. If unresolved, they shall be subject to the grievance procedure.
7. All conditions for overtime must be mutually agreed to by the employee and immediate supervisor except in case of emergency.

ARTICLE 11

VACATIONS AND HOLIDAYS

A. Maintenance and Facilities Personnel

1. Vacation Schedule

- a. Vacation eligibility shall be determined as of July 1 of each year.
- b. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.
- c. Vacations may not be taken during the two weeks before the beginning of school. **Exceptions to this rule may be made by the Superintendent or his/her designee on a case by case basis.**
- d. Employees shall be eligible for vacations on the following basis:
 - 1) First-year personnel--one (1) workday for each full month of service up to a maximum of ten (10) workdays.
 - 2) Over one (1) year, but less than five (5) years of service--ten (10) workdays.
 - 3) Over five (5) years, but less than ten (10) years of service--fifteen (15) workdays.
 - 4) Over ten (10) years of service--twenty-two (22) workdays.
 - 5) Over twenty (20) years of service--twenty-five (25) workdays.
- e. Holidays falling within an employee's vacation period shall not be counted as a vacation day.
- f. Upon resignation, earned vacation shall be paid according to the proportion of full months two weeks' notice has not been given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full workdays shall be used in calculating the amount of notice given by the employee. worked to the total contract year, unless proper notice has not been given. If the full Any over- utilization of time should be deducted from the employee's last paycheck.

2. Holiday Schedule

- a. All holidays are scheduled on the premise that the buildings will be closed. **If the buildings are open on any of the listed holidays, compensation shall be paid at the time and one half rate. To cover the buildings on the listed day, supervisors shall request volunteers regardless of seniority, after which the least senior person will be the determining factor.**

- b. A total of eighteen (18) holidays during the contract year shall be scheduled after the academic calendar has been approved by the Board.

B. Secretarial Personnel

1. Vacations

Vacations must be approved by the Superintendent. In the event of conflicting requests, years of service shall prevail. Eligibility shall be computed as of July 1.

- a. Vacations may not be taken during the two weeks before the beginning of school. (One long-service employee whose name is on file in Human Resources is an exception to this rule.) **Exceptions to this rule may be made by the Superintendent or his/her designee on a case by case basis.**

b. Annual Contracts

- 1) First-year personnel--one (1) workday for each full month of service up to a maximum of ten (10) workdays.
- 2) Over one (1) year, but less than ten (10) years of service--fifteen (15) workdays.
- 3) Over ten (10) years of service--twenty-two (22) workdays.
- 4) Over twenty (20) years of service--twenty-five (25) workdays.

c. Ten-Month Contracts

Employees hired on or after July 1, 1984, do not receive paid vacation days. For employees hired on or before June 30, 1984:

- 1) First-year personnel--one (1) workday for each full month of service up to a maximum of eight (8) workdays.
- 2) Over one (1) year, but less than ten (10) years of service--twelve (12) workdays.
- 3) Over ten (10) years of service--sixteen (16) workdays.

- d. Employees hired other than on July 1 shall receive prorated vacation days whenever (s)he completes his/her first and tenth years of service. Days shall be computed as a ratio of the number of months remaining in the contract year over twelve, times the new increase of vacation days (a month shall be included if the employee begins on the 1-15 day of that month).

2. Holidays

A total of eighteen (18) holidays for twelve (12) month employees and seventeen (17) holidays for ten (10) month employees during the contract year shall be scheduled after the academic calendar has been approved by the Board.

ARTICLE 12

SICK LEAVE

Unused sick-leave days shall be accumulated from year to year, with no maximum limit. Employees shall be notified in September of their total accumulated sick-leave days.

Pursuant to N.J.S.A. 18A:30-4, in case of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education in order to obtain sick leave. Pursuant to N.J.S.A. 18A:16-2, the Board at its expense may require an employee to undergo a physical examination.

In exceptional cases and at the sole discretion of the Board of Education, an employee who is ill or disabled for a greater number of days than the total number of sick-leave days that (s)he has accumulated may be paid the difference between his/her salary and the pay of a substitute. When granted in an individual case, this additional sick leave with pay shall start the day following the last day of accumulated sick leave, but shall in no event extend beyond June 30 of the school year in which the illness or injury occurs.

A. Maintenance and Facilities Personnel

1. All employees shall be entitled to fifteen (15) sick-leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. New employees shall earn sick leave on the pro rata basis of one point one six seven (1.167) days per month for the first year.
2. Any employee who shall be absent from work for three (3) or more consecutive workdays for sick leave, or for more than seven (7) workdays in any school year, shall be required to submit acceptable medical evidence substantiating the illness. Any such sick days for which acceptable medical evidence has already been provided shall not count toward the seven (7) days. **An exception to this can be found in Article 9. C. regarding Snow Closing/ Emergency Shutdown.**

B. Secretarial Personnel

1. First-year employees shall be entitled to one (1) sick-leave day for each full month (hired on or before the 15th of the month) of employment from date of hire through June 30. Thereafter, sick-leave entitlement shall be as contained in paragraph 2.
2. Annual Contracts
 - a. Twelve (12) month employees shall be entitled to fifteen (15) sick-leave days each year, whether or not they report for duty on the first day of the contract year.
 - b. Ten (10) month employees shall be entitled to twelve (12) sick-leave days each year, whether or not they report for duty on the first day of the contract year.

C. Aide Personnel

First-year employees shall be entitled to one (1) sick-leave day for each full month (hired on or before the 15th of the month) of employment from date of hire through June 30.

All aides employed shall be entitled to twelve (12) sick-leave days for each school year as of the first official day of said school year, whether or not they report for duty on that day.

D. Newly hired employees whose work week is less than twenty (20) hours shall not be given leave time.

ARTICLE 13

TEMPORARY LEAVES

- A. Employees shall be entitled to a maximum of three (3) days' leave of absence without loss of pay for personal business. These days may not be used to lengthen a vacation or holiday without approval of the reason for the request. The use of said leave is subject to prior approval of the employee's written request which shall be submitted six (6) school days in advance, except in the case of emergency. Employees beginning employment after half the contract period has expired shall receive one (1) day for personal business for the first year of employment.
- B. Five (5) consecutive days' leave of absence without loss of pay will be granted upon request when a death occurs in the immediate family; immediate family is defined to include husband, wife, father, mother, son, daughter, husband's parents, wife's parents, siblings, and a significant other sharing common domicile. Said leave shall include either the day of the death or the day of the funeral.
- C. Five (5) consecutive days' leave of absence with pay may be granted when individual circumstances are such that a close relative other than those defined as members of the immediate family should be considered as a member of the immediate family. Said leave shall include either the day of death or the day of the funeral.
- D. One (1) day's leave of absence without loss of pay may be granted upon request to attend the funeral of a relative or a close friend. There shall be a maximum of three (3) 1-day leaves in one year; employees will have to use a personal or vacation day for subsequent bereavement leaves in excess of three (3).
- E. Two (2) days' leave of absence without loss of pay may be granted upon request to care for a member of the immediate family who is ill. Employees beginning employment thirty (30) or more days after the first day of the contract period shall receive one (1) family illness day for each two (2) months of completed service to a maximum of two (2) for the first year of employment.
- F. Other leaves of absence without loss of pay may be granted by the Board for good reason.
- G. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.
- H. Employees shall be covered by the provisions of the Federal Family Leave Act. Such provisions will be distributed to all unit members for their understanding.

ARTICLE 14

EXTENDED LEAVES

- A. Leaves of absence without pay may be granted by the Board for good reason, consistent with Board Policy 4150, Staff Leaves and Absences (Revision #1, adopted March 25, 1986).
- B. All applications and responses for leaves shall be presented in writing.
- C. All benefits to which an employee was entitled at the time the leave of absence commenced shall be restored upon his/her return, and (s)he shall be assigned to an equivalent position to that held at the time the leave commenced.
- D. Temporary Disability

Leave for temporary disability is defined as the period of time an employee is unable to perform his/her duties due to a medically certified disability. During said period of disability, the affected employee may elect to use accumulated sick leave for any or all of the period. An employee must notify the Board in writing of his/her plans to return, at least sixty (60) days prior to his/her return, except in the event of an emergency or extreme change in circumstances.

1. Pregnancy/Maternity

Any pregnant employee may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

- a. Maternity leave shall be granted subject to the following conditions:
 - 1) An employee shall request such leave as far in advance as is reasonable but in no event less than sixty (60) days to its commencement. An exception may be made for medical emergency documented by a physician's certificate.
 - 2) A request for maternity leave shall include a statement from a physician and anticipated date of birth.
 - 3) Dates of the leave, specifically in regard to the date of return, shall be arranged based upon medical evidence and administrative considerations.
 - 4) A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.
- b. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth, or other related causes. By mutual agreement between the employee and the Board, the leave period may be shortened.

- c. The leave of absence granted a non-tenured employee hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
- d. No employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return.
- e. Any employee planning to adopt an infant or preschool child which will necessitate an eventual maternity leave shall advise the Superintendent as soon as practicable prior to assuming the custody of the child. Any request for maternity leave shall be submitted by the employee to the Superintendent.
- f. The time spent on maternity leave shall not count toward fulfillment of time requirements for acquiring tenure nor shall it count toward placement on the salary guide or for seniority and longevity.
- g. No employee shall be removed from her duties during pregnancy, except upon one of the following:
 - 1) The Board has found her performance has substantially declined from the time immediately prior to her pregnancy.
 - 2) Her physical condition or capacity is such that her health would be impaired if she were to continue working, and said physical capacity shall be deemed to exit if:
 - a) The pregnant employee fails to produce a certification from her physician that she is medically able to continue working.
 - b) The Board's physician and the employee's physician agree that she cannot continue working.
 - c) Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected jointly by the Board and the employee shall render a binding opinion on her physical 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.
 - d) If an employee desires, she may use her accumulated sick leave for the period of her disability related to her pregnancy and childbirth and receive full pay and benefits for said period as shall be certified by the Board and by the employee's physician or until she has exhausted her sick leave. The period of disability for the purpose of this section shall be defined as the period commencing one (1) month before the anticipated delivery date and ending one (1) month after the actual delivery or such other period of actual disability as shall be certified to the Board by the employee's physician.

2. Child-Rearing/Adoption Leave

Child-rearing/adoption leave is leave without pay for either male or female employees for the purpose of providing childcare. Said leave shall commence upon the termination of a temporary disability leave related to pregnancy, or upon receiving *de facto* custody of an infant or preschool child. The employee shall advise the Superintendent as soon as practicable prior to assuming custody of the child.

E. Unanticipated Leaves

1. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family.
2. Additional and/or other leaves without pay may be granted at the discretion of the Board.

ARTICLE 15

MILITARY LEAVE

- A. Brief leaves of absence with pay will be granted annually to personnel required to perform short periods of annual military duty, pursuant to Section 38:23.1 of the New Jersey Statutes. A copy of the military orders shall be filed with the Secretary to the Board.

- B. Leaves of absence for military duty for an extended period of time without pay will be granted upon request and upon filing a copy of the military orders with the Secretary to the Board. An extended leave must be renewed annually if it extends beyond the end of one (1) school year. An extended period is defined as any period longer than ninety (90) days.

ARTICLE 16

REDUCTION IN FORCE

A. Maintenance and Facilities Personnel

1. Definition

A reduction in force shall be deemed to have taken place when the Board of Education, through the Superintendent, has determined that the number of district employees covered by this employee **unit** shall be reduced by laying off employees. The outlined procedures are effective only when a reduction in force has been authorized by the Board of Education.

2. Seniority

- a. Seniority shall be based on uninterrupted service from the first day of work in the period of current employment.
- b. Non-tenured employees within each job classification shall be laid off first.
- c. If tenured employees must be laid off, those with least seniority in the classification shall be terminated, provided the remaining employees can fulfill the job requirements.

3. Procedure

- a. If a reduction in force is scheduled by the Board of Education, the Association shall be so notified in writing by the Superintendent.
- b. The Superintendent shall consult with the Support Staff Liaison Council to discuss an orderly procedure for effecting the reduction.
- c. The Support Staff Liaison Council shall receive a list of employees in each classification who might be affected by the reduction.
- d. A schedule of job assignments for the reduced force shall be prepared by the Superintendent and reviewed with the Support Staff Liaison Council.
- e. Tenured employees who are laid off shall be recalled if an opening occurs in the classification within one hundred eighty (180) days of the termination date. A recall must be accepted within ten (10) days.
- f. During the temporary period of implementing a force reduction, if provisions of this ARTICLE conflict with provisions of other ARTICLES, this ARTICLE shall prevail.

B. Secretarial Personnel

A secretarial reduction in force (RIF) shall be conducted in accordance with the applicable law and Administrative Code.

C. Aide Personnel

In the event of a reduction in force, employees with three (3) or fewer years of service shall be treated as in the same seniority category. After three (3) years of service, RIFs shall be based on seniority by job category.

ARTICLE 17

PROTECTION OF EMPLOYEES

- A. An employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense and for the protection of persons or property.
- B. Whenever any charge which may affect his/her employment or salary status is brought against an employee by the Board before the Commissioner of Education of the State of New Jersey, the Board shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the employee. Financial support shall be limited to reasonable legal fees.
- C.
 - 1. The Board shall give full support, including legal and other assistance, **to an employee who is assaulted** while acting in the discharge of his/her duties. Financial support shall be limited to reasonable legal fees.
 - 2. When absence arises out of or from such an assault or injury, the employee shall be entitled to full salary and other benefits for up to one (1) full calendar year but shall not forfeit any sick leave or personal leave. Full salary will be computed as follows:
 - a. Workmen's compensation payments
 - b. Salary differential paid by the Board
- D.
 - 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor and to the Association.
 - 2. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the employee for information concerning the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- E.
 - 1. Employees shall not be required to perform duties inconsistent with their general job descriptions.
 - 2. In performing their daily duties, emergencies shall not constitute a violation of the above.
- F. Unless defined by the employee's job description, (s)he shall not have the responsibility of performing nursing services for any students.

ARTICLE 18

EMPLOYEE EVALUATION

A. Personnel Records

1. An employee shall have the right, upon request, to review the contents of his/her personnel file and shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three (3) years, the employee shall have the right to indicate those documents and/or other materials in his/her file which (s)he believes to be obsolete or otherwise inappropriate to retain.

These documents shall be reviewed by the Superintendent, and if, in his/her judgment, they are obsolete and otherwise inappropriate to retain, they will be destroyed. If they are retained, the employee shall be so notified in writing.

2. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. If an employee refuses to affix his/her signature to the material or performance observation/evaluation and (s)he has had it in his/her possession for at least fifteen (15) workdays, the supervisor may send a copy of the material to the employee's personnel file with the following notations: 1) the date the employee initially received the document, 2) the date(s) the supervisor discussed the document with the employee, 3) the day's date, and 4) the supervisor's signature. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
3. The Board shall not establish any separate personnel file which is not available for the employee's inspection.
4. The Board agrees to protect the confidentiality of personal references and other similar documents.

B. Evaluations--Secretarial Personnel

1. Employees shall have opportunities to confer with their immediate supervisors for the purposes of identifying strengths, weaknesses and discussing ways and means to improve overall performance.
2. Evaluation reports shall be prepared on the following basis:
 - a. Tenured employees--one (1) evaluation not later than May 15.
 - b. Non-tenured employees--two (2) evaluations within ten (10) months of the date upon which the employee began work. This provision shall be in effect for each of the three (3) years required to attain tenure.

- c. Non-tenure, non-renewal, or dismissal--the same provision shall apply as for other non-tenured employees, except that during the twelve (12) months prior to the non-renewal or dismissal notification, there shall be a minimum of three (3) evaluation reports.
3. The evaluation and the response shall be forwarded to the Assistant Superintendent for Human Resources for review and shall be filed in the central personnel file.

ARTICLE 19

EMPLOYMENT, TRANSFERS, AND REASSIGNMENTS

A. Employment Opportunities

1. Notice of any vacancy shall be published throughout the membership of the Association no later than the commencement of external advertising.
2. Opportunity will be given to any eligible employee meeting qualifications as prescribed to apply for and receive fair consideration for any position which becomes vacant.
3. The Administration reserves the right to request from the applicant any pertinent information deemed necessary to fairly evaluate the qualifications of the applicant and may include tests of proficiency on equipment related to the position vacancy.

B. Voluntary Transfers

1. To the extent practicable, opportunity will be given to any employee meeting qualifications as prescribed to apply for and receive fair consideration for any position which becomes vacant.
2. Notice of positions to be filled will be posted in all buildings. Applications in writing will be accepted from within and without the school system. Applicants shall be notified of appointments, whether or not they are successful candidates. The Association shall be notified of appointments and resignations by receiving copies of Board meeting agendas and minutes, which shall be sent to the Association President.
3. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire at any time with the Superintendent. Such statement shall include the rank, position, and the school or schools to which (s)he desires to be transferred, in order of preference.
4. All candidates meeting basic requirements will be eligible to apply for the position/vacancy. The Administration reserves the right to request from the applicant any pertinent information deemed necessary to fairly evaluate the qualifications of the applicant and may include tests of proficiency on equipment related to the position/vacancy. In filling such vacancies, consideration shall be given to qualified employees already employed by the Board. Consideration will also be given to length of time in the Princeton Regional School District.

C. Involuntary Transfers

1. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the appropriate supervisor, at which time the employee shall be notified of the reason thereof. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting.

2. When an involuntary transfer or reassignment is necessary, an employee's area of competence and other relevant factors shall be considered in determining which employee is to be transferred or reassigned.
3. Written notice of an involuntary transfer or reassignment shall be given to the employee at least ten (10) workdays prior to transfer or reassignment. The ten (10) day notice will not be required in cases of emergency.

D. Reclassification

1. Employees involuntarily transferred or RIF'd to another classification within the same salary range schedule covered by this Agreement shall not suffer a reduction in contractual salary. Employees promoted to a higher classification shall be placed at the same step on which they had been paid in the lower classification. If a promotion is effective on the date when a normal promotion in the same classification would have taken place, the employee shall be placed on the corresponding higher level.
 2. Employees shall not be reduced in job classification without just cause.
 3. Any employee reduced in job classification, regardless of compensation, may request and receive from the Superintendent reasons for such reduction. Requests shall be made within fifteen (15) workdays of either the effective date of reduction in job classification or of the date on which the employee was formally notified.
- E. Any reduction in job classification, regardless of compensation, shall be subject to the grievance procedure. This shall not impinge upon the Board's right to abolish positions.

ARTICLE 20

RENEWAL OF TENURE-ELIGIBLE EMPLOYEES

A. Procedure on Recommendation of Non-renewal

1. Recommendation by Supervisor

Whenever the supervisor of a non-tenured employee determines not to recommend such employee for renewal of his/her employment with the Board, such supervisor shall so notify the employee in writing. The employee shall have the right within five (5) workdays after receipt of such notice to request, in writing, from such supervisor a written statement for the reason or reasons for such recommendation. Such statement shall be furnished to the employee within five (5) workdays after the request and before the meeting with the Superintendent. It shall be sufficient if it merely incorporates by reference a written evaluation of the employee's performance made during the current year.

2. Recommendation by Superintendent

The Superintendent shall only recommend the renewals of employment of employees on the Board agenda. Non-renewals shall be left off the Board agenda.

B. Board Action

1. Offer of Employment or Notice of Termination

On or before the date required by law each year, the Board shall give to each non-tenured employee continuously employed by it since the preceding July 1 either (a) a written offer of a contract for employment for the next succeeding contract year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the Board or (b) a written notice that such employment will not be offered.

2. Statement of Reasons

- a. Any non-tenured employee who receives a notice of non-renewal of employment may request in writing, within ten (10) workdays after receipt of notice, a statement of reasons for such non-employment. The request shall be addressed to the Board in care of the Secretary to the Board.
- b. Within twenty (20) workdays after receipt of a request, the Board shall furnish a written statement setting forth the reason or reasons for the Board's determination.

3. Informal Appearance Before the Board

- a. A non-tenured employee who has requested a statement of reasons for non-employment may make a request in writing, within eight (8) workdays of receipt of the statement, for an informal appearance before the Board. The request shall be addressed to the Board in care of the Secretary to the Board.

- b. Within twenty (20) workdays after receipt of a request, the Board or a Board committee of no less than three (3) members shall meet with the employee.
- c. The purpose of granting an informal appearance before the Board to the non-tenured employee is to provide an opportunity to dissuade the Board from its determination not to offer employment for the coming school year.
- d. The informal appearance before the Board is not to be an adversary proceeding.
- e. The employee may be represented by counsel or an individual of his/her own choice before the Board and may present witnesses on his/her behalf.
- f. The informal appearance shall be closed to the public.
- g. The conclusions of the Board following the informal appearance shall be communicated to the employee in writing within twenty (20) workdays following the informal appearance.

4. Notification of Intention to Return

If the Board offers a renewal contract, the employee shall notify the Board within ten (10) workdays thereafter whether (s)he desires to accept such offer. If the employee does not so notify the Board in writing within that period, the offer shall be deemed withdrawn by the Board.

ARTICLE 21

EMPLOYMENT-TERMINATION PROCEDURES

A. Resignation

1. An employee who is resigning from his/her position shall give **30 working days** notice. The resignation may be in writing by the employee or a written certification by the supervisor.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given. In accordance with ARTICLE 11, A.1.f., employees who have over-utilized their leave time shall have this time deducted from their final paycheck.
3. If the full **30 working days** notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given.

B. Termination Pay

A terminated employee shall receive two (2) weeks' notice of termination or two (2) weeks' pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year. The date of termination shall be the last day the employee was at work.

ARTICLE 22

SALARIES

- A. The salaries of all employees covered by this agreement are set forth in Schedule A (maintenance and facilities personnel), Schedule B (secretarial personnel), and Schedule C (aide personnel), which are attached hereto and made a part hereof.
- B. 1. All employees shall be given written notice of their salary for the forthcoming year not later than June 1, or ten (10) workdays after ratification of this Agreement, whichever comes later.
2. For purposes of determining eligibility for salary increases, unpaid breaks of service which total five (5) months for 10-month staff and (6) months for 12-month staff during the school year shall result in the employee not receiving his/her pay increase for the following year.
- C. Upon initial employment, the Board may grant salary credit for the same or directly related job experience for the position for which the person is being hired. Prior to actual appointment of a new unit employee, the Administration will review the job description of the position to be filled, as well as the employee's credentials, with the Association President and grievance chairperson.
- D. Pay dates shall be on the fifteenth (15th) and last day of the month unless either date falls on a weekend, holiday, school vacation, or scheduled school closing during the school year, at which time paychecks will be issued on the last regular workday prior to the weekend, etc. In order to receive vacation pay on the pay date immediately preceding the employee's vacation period, the employee must make a request for same at least one full pay period in advance of the pay date immediately preceding the vacation.
- E. Employees may individually elect to have their entire paycheck deposited directly to an account in any bank on the Federal Direct Deposit List.
- F. Specific Salary Provisions--Maintenance and Facilities Personnel

1. Custodian Supervisor

A supervisor shall receive compensation based on size of building, age of building, age level of children within the building, and other factors. The compensation is incorporated in the Custodial Supervisor guide in Schedule A. Because of the larger size and greater complexity of the John Witherspoon Middle School and Princeton High School, contractual premiums for the supervisors of those buildings shall be paid in accordance with Schedule A.

2. Boilerman

Employees hired in this classification holding a Black Seal license shall be compensated according to Schedule A, Category 2.

Employees who earn a Black Seal license during any contract year will receive an additional \$700 prorated to the month of licensing. Boiler duties shall be performed as assigned by the supervisor.

3. Black Seal License

- a. Custodial employees who do not hold a Black Seal license shall be classified as Custodians and shall be compensated according to the guide for Custodian on Schedule A, Category 1.
- b. Any custodian hired after July 1, 2001, who earns a Black Seal license shall not be automatically reassigned to the Boilerman range except by administrative directive in accordance with the needs of the district. If the custodian uses his/her boilerman license to perform overtime, said overtime shall be paid at the Custodian/ Boilerman range.
- c. The Board shall reimburse the custodians for costs incurred in obtaining the license to a maximum of \$150.
- d. Employees holding a Black Seal License, hired on or before July 1, 1984, to fill other job categories in maintenance and facilities, shall receive an additional \$300 per contract year.

4. Grounds Personnel

- a. Employees possessing a pesticide applicator's certification who are required by the Director of Human Resources to work under the certification shall be given a \$500 stipend during that school year.
- b. If an employee is asked to obtain a pesticide certification by the Assistant Superintendent for Human Resources, that employee shall be paid a stipend of \$500 upon receipt of the certification. In no event shall an employee receive more than \$500 in one school year.

5. Night Premium

The annual stipend indicated on Schedule A shall be paid to employees who are scheduled to work on the night shift. This amount shall be paid only for hours worked on the night shift by employees assigned to the night shift.

Employees hired after June 30, 1996, and assigned to regular shifts that end up to 11 p.m. shall not qualify for night premium payments.

Employees assigned to the day shift shall not be eligible to receive night premium for work performed during evening hours. Vacation pay for night employees shall be calculated according to their night shift rate of pay.

6. Custodian/ Bus Driver

Compensation for this position shall be composed of the salary for Custodian or Custodian/ Boilerman plus the amount stipulated in Schedule A. Upon obtaining the appropriate bus driver's license, the Board shall reimburse the employee appointed to the position for costs incurred in obtaining the license. The annual physical examination required for licensing shall be provided by the school physician, but an employee may elect to be examined by his/her own physician at his/her personal expense.

7. Acting Custodian Supervisor

The amount per day indicated on Schedule A shall be paid to employees assigned to the acting position during the absence of the supervisor. The stipend shall be payable upon assignment.

G. Tenure

1. Custodial and maintenance employees hired after July 1, 1996, shall not be eligible for tenure.
2. All maintenance and facilities employees hired on or after July 1, 1988, but prior to July 1, 1996, who satisfactorily complete five (5) years of continuous employment from the effective date of employment shall receive tenure.
3. All maintenance and facilities employees who have completed three (3) years of service as of July 1, 1970, shall be considered to have tenure. The annual appointments shall be made for a fixed term ending on June 30 of each contract year.
4. All secretarial employees shall be eligible for and receive tenure in accordance with N.J.S.A. 8A:17-2.
5. All aide employees are not eligible for and shall not receive tenure.

H. Payment at Retirement

Payment for unused days is at the rate of one hundred percent (100%) of days accumulated at \$55 per day to a maximum of **\$15,000**.

I. Attendance Incentive Program

Category A:

No personal, no personal sick, and no family sick days used: \$800

Category B:

No sick or family sick days used/ with 1 personal day used: \$600

No sick or family sick days used/ with 2 personal days used: \$500

No sick or family sick days used/ with 3 personal days used: \$400

Category C:

**1 family sick or 1 personal sick day used:
(regardless of personal days) \$250**

Category D:

**2 family sick or 2 personal sick or 1 family sick plus 1 personal sick, used
(regardless of personal days) \$125.**

ARTICLE 23

EMPLOYEE CONDITIONS

A. Maintenance and Facilities Personnel

1. Safety goggles shall be provided for use on jobs which the Superintendent designates as hazardous. If the Superintendent determines that an employee's regularly assigned duties frequently expose him/her to the risk of eye injury, (s)he may authorize payment of up to one hundred dollars (\$100) toward the purchase of prescription safety glasses or nonprescription safety glasses.
2. When an employee's glasses (lenses or frames) are broken while actively performing services, the employee shall report the incident to his/her immediate supervisor on the day the incident occurred or at the end of the shift. The Board shall pay for replacing or repairing the glasses. The replacement lenses and/or frames will be equivalent in value to those broken.
3. At each worksite, the Board shall provide and retain as Board property the appropriate foul weather gear for those employees regularly scheduled to work outside.

B. Secretarial Personnel

Employees shall not ordinarily be responsible for or be asked to supervise students either in the office or in the school building except as required by the Board-approved job description.

ARTICLE 24

INSURANCE PROTECTION

A. The Board shall carry master insurance contracts which shall make hospital-surgical and major medical protection available to each employee employed twenty (20) hours per week or more, unless the insurance carrier limits eligibility for insurance coverage to employees working a total of more than twenty (20) hours per week.

B. Health and Major Medical Coverage

1. Health and major medical coverage will be provided through a traditional indemnity program and a selection of HMOs.

All employees shall be reassigned to an insurance plan rate group according to marital/family status (i.e., S, PC, HW, F).

a. Current employees/retirees may:

- 1) Maintain existing plan.
- 2) Be eligible for open enrollment selections.

b. New employees **shall select insurance from :**

- 1) The following BC/BS plans (Blue Select, Blue Choice, or HMO Blue) according to the rate group reflecting marital/ family status. **There will be a \$10 co-pay for all three (3) plans. Movement among the Blue plans will only be permitted during an open enrollment period.**
- 2) Select traditional insurance offered but must pay the difference between coverage for the least expensive HMO and traditional plan coverage for their rate group.

2. Prescription Drug Coverage

Prescription drug coverage will be provided through Paid Prescription, Inc. The prescription drug co-payment will be:

First year of contract: \$0--Mail Order; \$7--Generic; \$12 --Name Brand; and shall not count toward the annual deductible or be eligible for coinsurance.

Second and Third year of contract: \$0--Mail Order; \$10--Generic; \$15-- Name Brand; and shall not count toward the annual deductible or be eligible for coinsurance.

3. Any contemplated change in the carrier shall be discussed by the Board with the Association. The Board has the right to change carriers provided that substantially similar coverage is provided.

C. Dental Coverage

The Board agrees to pay the cost associated with providing a dental program for each eligible employee, **plus one (1) dependent (either spouse or child)**.

- D. For employees who enroll, the Board shall pay the base rate premiums, including family coverage where applicable.
- E. It shall be each employee's responsibility to enroll in and revise his/her medical program coverage in accordance with the needs of his/her family.
- F. Individuals on leave without pay have the privilege of being covered under the group plans on payment of the appropriate premiums.
- G. A tenured employee whose employment has been terminated because of a reduction in force shall continue to be protected under the terms of this ARTICLE for a period of three (3) months after termination or until (s)he obtains employment, whichever comes first.
- H. The Board agrees to pay the premium to **Fortis Benefits Insurance Company** for Disability Insurance, Plan A, for members of the unit who qualify for benefits. Employees wishing to upgrade the plan may do so at their own expense.
- I. **An employee can opt out of the medical/ drug/ dental coverage and receive a \$2,000 medical, \$800 prescription and/or \$200 dental reimbursement per year. If an employee reenters during the course of the year, said reimbursement shall be prorated. An employee may reenter during open enrollment or for any catastrophic illness or reason. Payment will be made in January and June.**

When both parties within a family work for the district (double coverage) only one employee may carry benefits except dental and the non-carrying-insurance employee will receive \$3000 total. This shall be paid in two equal installments.

J. Retirees

- 1. Employees with twenty (20) years of service shall be eligible to purchase health/medical insurance from the Board of Education provided that:
 - a. They are not eligible to receive benefits from the State Health Benefits Program.
 - b. They are not eligible for Medicare, Medicaid, or some supplement.
- 2. Prescription only coverage shall not be available, except for employees who retire by June 30, 1999, and select prescription only coverage by no later than August 31, 1999.

K. Insurance Carrier Provision

In the event that participation in a plan, other than an approved BC/BS plan, falls below ten (10) participants, that insurance carrier/plan shall be terminated, and employees must select another insurance carrier.

L. Vision Care Program

In the event that another bargaining unit of PRS receives this program as part of the settlement of their contract, then PRESSA members will also receive this benefit.

M. Leave Replacements

Leave replacements will receive benefits starting 120 days after their first day of work, except that no benefits will begin for any leave replacement hired after February 1 in the school year.

ARTICLE 25

EDUCATIONAL IMPROVEMENT

- A. The Board shall reimburse the employee for credits earned in courses approved by the Superintendent. The conditions for payment shall be as follows:
1. To qualify for tuition reimbursement, the employee's contract shall be for at least twenty (20) hours per week.
 2. Payment shall be made on evidence of satisfactory completion of the course.
 3. Tuition reimbursement payment, through the Office of Human Resources, **shall be at the rate of \$750 during the first contract year, and \$1000 during each of the second/third contract years.**
 4. Maximum payment by the Board during a full contract year shall not exceed twelve (12) credit hours.
 5. In-service training for aides will be run by the Office of Human Resources in coordination with building principals.
- B. Payment will be provided by the Board for the cost of courses or other training sessions which an employee is required and/or requested by his/her supervisor to take.

ARTICLE 26

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy, subject to the legal authority and duty of the Board to change policies when necessary in the public interest but consistent with the New Jersey statutes on collective negotiations.
- B. Any individual contract between the Board and 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. Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram, registered letter, certified mail, or hand delivery (with receipt) at the following addresses:
1. If by Association, to the Board at:

Princeton Regional Board of Education
c/o The Secretary to the Board
Valley Road Administration Building
25 Valley Road
Princeton, NJ 08540
 2. If by Board, to the Association at:

President of PRESSA
(at the appropriate building)
- E. Nonresident Staff Children Attending Princeton Regional Schools
1. Children of nonresident full-time staff members shall pay **\$1,500 per child per year in regular tuition for the nonresident child(ren) to attend the Princeton Regional Schools, up to a maximum of \$3,000 per family per year.**
 2. A nonresident child enrolled in the school system shall be permitted to continue to attend despite the subsequent death of the staff member parent until the end of the school year. Children of employees who have resigned, terminated, or who are RIF'd shall be permitted to complete the school year.

3. Any child who is newly identified as eligible for special education services will be required to pay the difference between the average pupil cost and special education cost of the child.
4. Any nonresident staff member whose child is currently identified as eligible for special education services must decide by June 30 prior to each school year as to whether to continue in district by paying the difference between the average pupil cost and the special education cost of the child or leaving the district.

ARTICLE 27

AGENCY SHOP

- A. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative in compliance with N.J.S.A. 34:13A-5.4.
- B. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment.
- C. The Association shall furnish to the Board a statement that it has determined the amount of fair share fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4. The fair share fee for services rendered by the Association shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
- D. The Association shall furnish to the Board a statement that it has established a “demand and return system” in accordance with the requirements of the N.J.S.A. 34:13A-5.4, whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.
- E. The Association shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits, or other forms of liability, including legal fees, that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification by letter from the Association and signed by the President of the Association advising of any changes in salary deductions or fair share fees unless legal action is necessary due to Board error.
- F. If at any time, a court of competent jurisdiction shall find that the Agency Shop law, as enacted or applied, is illegal, then all of this ARTICLE shall be immediately considered void and no longer a part of this Agreement.

ARTICLE 28

PERSONAL FREEDOM

The personal life of an employee is not an appropriate concern for the attention of the Board except as it may directly or indirectly prevent the employee from performing properly his/her assigned functions during the workday.

ARTICLE 29

SEPARABILITY AND SAVINGS

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 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.

ARTICLE 30

FULLY BARGAINED PROVISIONS

- A. This 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 other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by the New Jersey Employer-Employee Relations Act.
- B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both.

ARTICLE 31

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, **2004**, and shall continue in effect until June 30, **2007**, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the Association has 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 their corporate seal to be placed hereon, all on the day and year first above written.

PRINCETON REGIONAL EDUCATIONAL
SUPPORT STAFF ASSOCIATION

BOARD OF EDUCATION OF THE
PRINCETON REGIONAL SCHOOL
DISTRICT

President

President

Secretary

Secretary

SCHEDULE A

SALARY INFORMATION--MAINTENANCE AND FACILITIES PERSONNEL

Three-year contract: July 1, 2004, to June 30, 2007.

Salary: 4.6%, 4.00%, 4.00% (averaged) for all employees who are not at the starting salary.

If an employee does not cash his/her paycheck within ninety (90) days, it will be canceled and the employee will be charged \$25 to have the check reinstated.

<u>Category</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
01 Custodian/Boilerman			
Starting	24,766	25,066	25,366
Hiring Point	28,514	29,744	31,014
Maximum	41,455	43,113	44,838
01A Mechanic/Custodian			
Starting	26,200	26,200	26,200
Hiring	29,098	30,262	31,472
Maximum	40,453	42,071	43,754
02 Boilerman/ Groundskeeper			
Starting	25,016	25,016	25,106
Hiring Point	29,957	30,517	31,266
Maximum	43,173	44,900	46,695
03 Chief Mechanic/ Boilerman			
Starting	32,495	32,495	32,495
Hiring	40,100	41,704	40,950
Maximum	53,642	55,788	58,019
04 Custodial Supervisor			
Starting	32,495	32,495	32,495
Hiring Point	38,917	40,521	42,117
Maximum	54,479	56,658	58,924
05 Carpenter			
Starting	33,111	33,111	33,111
Hiring Point	39,352	40,172	42,071
Maximum	56,834	59,108	61,472
06 Painter			
Starting	28,980	28,980	28,980
Hiring Point	35,621	37,214	38,845
Maximum	60,615	63,039	65,561

Classification Changes

Category

FROM TO % APPLIED

01	02	1.06
01	04	1.34
01	05	1.36
01	06	1.19
02	03	1.21
02	04	1.21
02	05	1.29
02	06	1.13

03	05	1.02
06	05	1.14

A. Contract Premiums

1. Supervisor

2004-07

John Witherspoon Middle School
Princeton High School

\$1,450
\$1,850

2. Custodian/Bus Driver

\$ 900

B. Night Premium

Night premium goes from .40 per hour to \$850 adjustment per year paid over twenty-four (24) pay periods.

Employees hired after July 1, 2002, and assigned to regular shifts that end up to 11 p.m. shall not qualify for night premium payments.

C. Acting Custodial Supervisor

\$15 per day

D. Extended Day Stipend--Valley Road Custodial Supervisor \$6,000

An extended day stipend shall be paid to the Valley Road Custodial Supervisor for work associated with Board runs, Board meetings, cleaning both floors of the Valley Road Administration Building, working an extra hour per day, and other duties outside the scope of normal job hours.

SCHEDULE B

SALARY INFORMATION—SECRETARIAL PERSONNEL

Three-year contract: July 1, 2004, to June 30, 2007.

Salary: 4.6%, 4.00%, 4.00% (averaged) for all employees who are not at the starting salary.

If an employee does not cash his/her paycheck within ninety (90) days, it will be canceled and the employee will be charged \$25 to have the check reinstated.

<u>Category</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
01 Executive Secretary			
Starting	31,177	31,177	31,177
Hiring Point	39,877	40,502	41,162
Maximum	58,808	61,161	63,607
02 Administrative Secretary			
Starting	31,177	31,177	31,177
Hiring Point	34,522	37,421	39,664
Maximum	47,144	49,030	50,991
02A Administrative Secretary (Middle School/ High School)			
Starting	30,477	30,477	30,477
Hiring Point	34,561	35,792	37,214
Maximum	50,635	52,660	54,767
03B Purchasing Agent			
Starting	33,800	33,800	33,800
Hiring Point	38,873	40,428	42,045
Maximum	46,589	48,452	50,462
03A Senior Bookkeeper			
Starting	32,971	32,971	32,971
Hiring Point	41,112	42,684	43,014
Maximum	43,061	44,783	46,574
03 Bookkeeper, Data Processing Technician, Word Processing Secretary			
Starting	27,609	27,609	27,609
Hiring Point	33,579	35,072	36,551
Maximum	51,860	53,934	56,091
04 Library Assistant, Secretary, Technology Support Assistant			
Starting	27,125	27,425	27,725
Hiring Point	32,514	33,832	35,317
Maximum	50,046	52,048	54,130

05 Clerk-Typist			
Starting	22,721	22,721	22,721
Hiring Point	28,114	29,132	30,465
Maximum	35,404	36,820	38,293

Classification Changes

Category

From To % Applied

02	01	1.1
02A	02	1.1
02A	01	1.12
03	02	1.09
03	01	1.13
03	03A	1.13
03A	03B	1.13
04	03A	1.1
04	03	1.09
04	02A	1.1
04	02	1.06
04	01	1.37
05	04	1.17
05	03	1.21
05	02A	1.25
05	02	1.25
05	01	1.37

NOTE: These salaries are for 12-month employees, based on a 35-hour week. For those who work on other schedules, the salaries are factored as follows:

12-month - 6/7 contract - .8571	10-month - 35-hour week - .8333
12-month - 5/7 contract - .7142	10-month - 6/7 contract - .7142
12-month - 4/7 contract - .5714	10-month - 5/7 contract - .5951
	10-month - 4/7 contract - .4762
	10-month - 3/7 contract - .4286

SCHEDULE C

SALARY INFORMATION--AIDE PERSONNEL

Three-year contract: July 1, 2004, to June 30, 2007

Salary: 4.60%, 4.00%, 4.00% (averaged) for all employees who are not at the starting salary.

Starting salaries for aides.

<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
\$17,800	\$18,100	\$18,400

If an employee does not cash his/her paycheck within ninety (90) days, it will be canceled and the employee will be charged \$25 to have the check reinstated.

A. Classification of Aides

1. All existing aide positions shall be classified as either full-time aides or part-time aides and shall be paid appropriately. This language shall not be construed to interfere with the Board's right to define, create, or eliminate aide positions.

2. Definitions

a. Full-Time Aides

Aides who are hired to work the full contractual year as defined in ARTICLE 9, Work Schedule.

b. Part-Time Aides

Aides who are hired to work less than the full work year, less than the full workday, or any combination thereof.

B. Salary of Aides

<u>Category</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Full-Time Instructional Aides			
Starting	17,800	18,100	18,400
Hiring Point	19,253	19,953	20,400
Maximum	31,863	33,116	34,667

C. Stipend

Aides who are assigned to students who are physically challenged and require medical or sanitary assistance and aides who work solely in classes for autistic children shall receive a stipend of \$5,000.

D. Part-Time Aides--Salary and Contracts

1. Salaries for part-time aides shall be increased as follows:

2004-05	2005-06	2006-07
\$10.13	\$10.33	\$10.53

2. Part-time aides shall be issued contracts specifying the working hours per day they have agreed to with the Office of Human Resources.

- E. Unpaid breaks of service shall not count toward longevity. Employees cannot advance to the next level of the longevity scale until they have met the qualifications for accrued years of service.

SCHEDULE D

LONGEVITY

For longevity, **all full-time PRESSA employees'** annual base salaries shall be increased by the appropriate amount calculated as of the first day in July. **Hourly aides hired before July 1, 2001 will continue to receive their longevity.**

At the completion of:	Amount to be paid:
12 years	\$ 400
13 years	450
14 years	500
15 years	550
16 years	600
17 years	650
18 years	700
19 years	750
20 years	800
21 years	900
22 years	1,000
23 years	1,100
24 years	1,200
25 years	1,300
26 years	1,400
27 years	1,500
28 years	1,600
29 years	1,700
30+ years	1,800