

AGREEMENT
BY AND BETWEEN
EAST WINDSOR REGIONAL BOARD OF EDUCATION
AND
EAST WINDSOR REGIONAL SUPPORTIVE STAFF ASSOCIATION
July 1, 1992 to June 30, 1995

JULY 1 1992
EAST WINDSOR REGIONAL BOARD OF EDUCATION
EAST WINDSOR, ONTARIO

East Windsor Regional Board of Education is an equal opportunity employer.

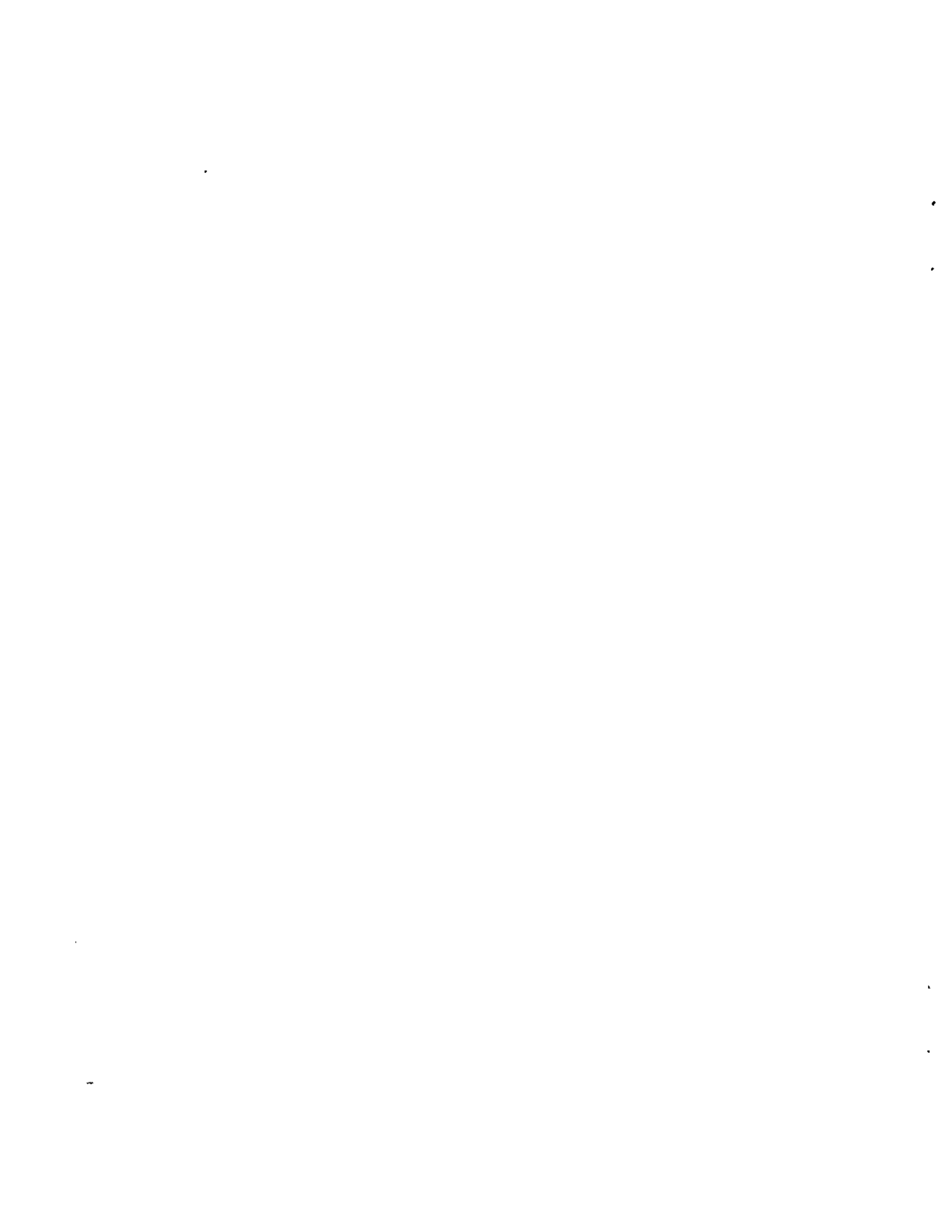


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ARTICLE I - RECOGNITION

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

Paraprofessionals
Teacher Assistants
School Bus Drivers
Attendance Officer
Bus Driver/Mechanic
Bus Driver/Mechanic Helper
Custodians
Chief Custodians
Secretaries
Clerks (12 months)
Clerks (10 months)
Courier
Duplicating Equipment Operator
Computer Technicians
Van Attendants
Senior Citizen Bus Driver
Substitute Assignment Officer
Maintenance Workers
Painter/Maintenance Worker
HVACR Specialist
Head Mechanic

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

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

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

- D. The parties reserve the right to petition PERC in the event of a unit dispute.
- E. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit. For any new position created by the Board, the Association shall retain the right to petition the Board and PERC, if necessary, for inclusion in the unit at any time during the duration of this agreement.

ARTICLE II - FUTURE NEGOTIATIONS

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1 et seq.
- 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.
- C. During the term of this agreement neither party shall be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.

ARTICLE III - GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees.
 - 2. An "aggrieved person" is the person or persons making the claim. All employees, including the grievant, shall continue under the direction of the Chief School Administrator and administration regardless of the pendency of any grievance, until such grievance is properly determined.
 - 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to resolve differences, at the lowest possible administrative level, concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by the contract.

C. Procedures

1. Level one -

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

2. Level two -

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

3. Level three -

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

4. Level four -

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

5. Level five -

The Association may submit to arbitration by either the American Arbitration Association or the Public Employment Relations Commission any grievance that has not been resolved to the satisfaction of the grievant or the Association under Level Four of this procedure.

- a. The Association shall notify the board within thirty (30) calendar days of the Board's decision of its intent to submit the matter to arbitration.
- b. The parties shall follow the rules of either the American Arbitration Association or the Public Employment Relations Commission for determining an arbitrator.
- c. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the agreement between the parties or any policy of the Board. The decision of the arbitrator shall be final and binding. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings. The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses, shall be borne equally by the Board and the Association.
- d. All meetings and hearing under this procedure shall be conducted in private, and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

D. Year End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth herein shall be reduced as mutually agreed to so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

E. Rights of Employees to Representation

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. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

F. Reprisals

No reprisals of any kind shall be taken by the Board or by the Association against any party in interest, any member of the Association, any representative, or any participant in the grievance procedure by reason of such participation.

G. Group grievance

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

H. Separate Grievance File

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

ARTICLE IV - RIGHTS OF THE ASSOCIATION

- A.** There shall be no discrimination, interference, restraint or coercion by the Board of Education or the Association or any of its representatives against members of the Association because of their membership or lack of membership in the Association. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Representatives of

the Association and its parent organization shall be permitted to transact reasonable official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.

- B. The Association shall have the right to use school mailboxes and inter-school mail facilities. (A courtesy copy of non-confidential material shall be forwarded to the Chief School Administrator or his/her designee.) The responsibility for the contents of communications rests wholly with the author. The Association agrees to hold the Board harmless in the event of claims arising out of the distribution of Association material. In the posting of the Association materials and the use of mailboxes, all such material will be published on official Association stationery and dated. Such material shall be presumed to be authorized by the Association.
- C. The Association shall have the right to use school facilities and equipment after school hours with prior approval of the Community Education Principal. Such approval shall not be unreasonably withheld. The Association shall supply all materials and supplies and pay for the reasonable cost of any repairs necessitated as a result thereof.
- D. Whenever any employee is required to appear before the Board or committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or salary, or any increments pertaining thereto, then he/she shall be given notice in accordance with applicable laws and regulations. Any questions or criticism by a supervisor or administrator of any employee and his/her work methodology shall be performed with all due professional courtesy.

E. Information

In response to reasonable requests from time to time, the Board of Education agrees to make available within a reasonable amount of time, at no cost to the Association, all available information concerning the support service programs and the financial resources of the district that are a matter of public record.

F. Bulletin Boards

The Association shall have, in each school building, the partial use of a bulletin board as assigned by the principal or supervisor for Association notices provided copies are presented in advance for posting to the appropriate administrator/supervisor. All such material will be published on official Association stationery and shall be presumed to be authorized by the Association and dated.

G. Personal Privacy

The personal life of any employee shall not affect the employee's employment except as it may prevent the employee from performing his/her assigned duties.

H. Release Time for Meetings

Whenever a representative of the Association is requested/required, by the Chief School Administrator, to participate during working hours in negotiations and/or grievance proceedings, he/she shall suffer no loss in pay.

I. NJEA Convention

Two (2) Association officials shall be granted one (1) additional day each year to attend the NJEA Convention.

J. New Employee Data

The Board shall notify the Association, in writing, the name, address and salary level of each new employee.

K. School Calendar

The Chief School Administrator may consult with representatives of the Association before recommending the school calendar for the next school year. Final determination of the school calendar will rest with the Board.

ARTICLE V - COMPLAINT PROCEDURE

A. Procedural Requirement

If a formal complaint regarding an employee is submitted to any member of the administration by any parent, student, or other person which does or may influence evaluation of an employee, it shall be reduced to writing and shared with the employee.

B. Meeting with Principal or Immediate Supervisor

The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint.

C. Right to Representation

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

ARTICLE VI - RIGHTS OF THE PARTIES

A. Management Rights And Privileges

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

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

B. Employees Rights

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

ARTICLE VII - EMPLOYEE/ADMINISTRATION LIAISON

- A. The Association President and the Chief School Administrator shall have the opportunity to meet monthly at a mutually convenient time to discuss current problems and practices of mutual interest and concern if such a meeting is requested by either party.

- B. It is clearly understood that these representatives are not to be construed in any way as a negotiating team and are without the power to modify the current agreement.

ARTICLE VIII - WORK YEAR

- A. The work year for ten month employees listed below shall consist of 185 days according to the adopted school calendar between September 1 and June 30.

Paraprofessionals/Teacher Assistants
Substitute Assignment Officer
Attendance Officer

- B. The work year for all ten (10) month clerks and computer technicians shall begin September 1 and conclude June 30 with holidays as outlined in ARTICLE XVIII - VACATION DAYS, Section B.

- C. The work year for twelve (12) month employees listed below shall be in accordance with the adopted school calendar between July 1 and June 30.

Twelve (12) month clerks
Secretaries
Custodians
Chief Custodians
Courier
Bus Driver/Mechanic
Duplicating Equipment Operator
Bus Driver/Mechanic Helper
Maintenance Workers
HVACR Specialist
Head Mechanic
Senior Citizen Bus Driver

- D. The work year for school bus drivers and van attendants shall consist of 180 days according to the adopted school calendar between September 1 and June 30. One (1) additional day with pay for orientation is to be scheduled in advance during the week prior to the official opening of school. At the beginning of each school year, each employee shall be given a calendar of work days for the year.

ARTICLE IX - WORK HOURS

A. Work Hours

1. Custodians/Chief Custodians

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

2. Technicians/Courier/Duplicating Equipment Operator

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

3. Paraprofessionals/Teacher Assistants

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

4. Secretaries/Clerks

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

5. Substitute Assignment Officer

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

6. Attendance Office

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

7. Bus Driver/Van Attendants

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

a. Cancellations

- (1) If a field trip is scheduled on other than a regular workday and cancelled without driver notification during the previous day, the driver shall be paid for two (2) hours work at his/her rate of pay.
- (2) Drivers who have a regular workday field trip cancelled with less than a two (2) hour notice shall be paid for the amount of time the trip would have taken or two (2) hours work at his/her rate of pay, whichever is less.
- (3) Bus drivers covering field trips shall be paid from the time they punch-in until the time they punch-out at the completion of the trip and they shall not lose pay for layover time.

b. Notification of absence or tardiness

In all cases of absences or lateness, the Supervisor of Transportation shall be notified by 6:00 a.m. or one (1) hour prior to the driver's first run, whichever is earlier, so that necessary arrangements can be made; supervisor's phone number or designee will be posted. Requests to be excused are to be directed to the Chief School Administrator who will accept or reject them and determine whether or not there is to be a loss of pay.

c. Athletic trips will be paid a minimum of two (2) hours time.

8. Senior Citizen Bus Driver

Forty (40) hours per week with flexibility to accommodate program needs as established by Senior Citizen Coordinator.

9. Mechanics/Mechanic Helpers

Work hours shall be eight (8) hours per day excluding a thirty (30) minute duty free lunch period. Hours will be determined by the Supervisor of Transportation.

10. Maintenance Workers/HVACR Specialist

a. Day

The day shift shall consist of eight (8) consecutive work hours between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, hours to be established by the Director of Environmental Services as approved by the School Business Administrator, exclusive of a thirty (30) minute lunch period, but including a ten (10) minute clean-up period. The School Business Administrator shall not arbitrarily change said work hours with representatives of the Association and shall notify the Association within two (2) calendar days of any proposed change in work hours. Work hours for all workdays when students are not in attendance shall consist of eight (8) hours from 7:00 a.m. to 3:30 p.m. exclusive of a thirty (30) minute lunch period.

b. Night

The night shift shall consist of eight (8) consecutive work hours between 2:30 p.m. and 11:00 p.m., Monday through Friday, exclusive of a thirty (30) minute supper period, but including a ten (10) minute clean-up period.

c. Shift Reassignment

In the event a Maintenance Worker/HVACR Specialist is reassigned from the day shift to the night shift, he/she shall be given one week notice except in the event of an emergency.

B. Overtime

1. Bus Drivers/Custodians/Chief Custodians/Maintenance Workers/HVACR Specialist/Courier/Mechanic/Mechanic Helper/Head Mechanic/Van Attendants/Senior Citizen Bus Driver

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

Maintenance employees shall mark their availability for overtime on a daily basis.

2. Paraprofessionals/Teacher Assistants/Secretaries/Clerk/Computer Technicians/Duplicating Equipment Operator and Substitute Assignment Officer

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

ARTICLE X - ASSIGNMENTS, REASSIGNMENTS AND PROMOTIONS

- A. Employees who desire a change in assignment or transfer may file a written statement of such desire with the Chief School Administrator not later than April 15. Such statement shall include the position(s) to which the employee desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. The best interest of the school system, the job requirements and the wishes of the individual employee shall be considered in the determination of requests for voluntary reassignment and/or transfer.
- B. No later than June 15 of each school year, or one week before the last day of the school year for students, the Assistant Superintendent shall post in all work sites a list of known vacancies and those which are anticipated for the following school year. "Work sites" are defined as schools, environmental service office, bus port, community education center, senior center, and student services.
- C. Recruitment: Vacancies in the school system will be made known to the staff as they arise. Staff members may apply for any open position and applications for transfers to new or vacant positions will be considered in light of their qualifications and the needs of the school district.
 1. When school is in session, notices of vacancies will be posted within four (4) days, in each work site, following the regular Board of Education meeting in which the vacancies were determined.
 2. Notice of vacancy will include job area, school, effective date and procedure for applying including salary and job description.
 3. During summer months, notice of vacancy will be posted as in (1) and (2) above.

D. Involuntary Transfer and Reassignments

1. Notice of an involuntary transfer or reassignment shall be given to the employee, in writing, at least ten (10) working days prior to transfer or reassignment.
2. Wherever possible, no vacancy shall be filled by means of an involuntary transfer or reassignment if there is a volunteer available and qualified in the judgment of the Board to fill said position.

E. Bus Driver Assignments

1. The Supervisor of Transportation will establish which driver will be assigned to each run in accordance with current policies and this agreement.
2. Updated driver seniority lists shall be maintained and posted by the Supervisor of Transportation and made available for review. These lists will contain the following information:
 - a. One list shall consist of all night and weekend drivers.
 - b. The second list will consist of all regular drivers on the seniority list who are available between the hours of 9:15 a.m. and 2:15 p.m.

All full year runs and pick runs will be allotted by seniority prior to the start of the school year. No bumping will be allowed after the school year starts.

When a vacancy occurs, changes in individual packages are limited as follows: three (3) times per year to lower package; six (6) times per year to raise package.

Once a driver has been assigned a trip, he/she will not be assigned extra work until the list has been run through and his/her name has come to the top again. If the driver cannot run the trip, he/she shall notify the Supervisor of Transportation at least 48 hours prior to the trip (except in the event of an emergency) in order that the Supervisor may offer the trip to the next driver on the list.

3. Whenever possible, the Supervisor of Transportation will advise a driver(s) of a field trip at least twenty-four (24) hours in advance.

4. Effective July 1, 1993, the maximum contracted and/or non-contracted hours shall be 40 hours per week. Runs done on EWRS days off will be counted toward the maximum number of hours per week. Field trips and athletics will not be subject to the weekly hour limitations. Employees with the most seniority shall be given the opportunity to work the maximum amount of hours per week. Senior drivers shall have the opportunity to turn down the maximum hours before they are offered to any other driver.
5. Summer bus driving, when required, will be allocated by the Supervisor of Transportation on the basis of seniority.
6. Driving that is not related to a regular assignment will be allocated by the Supervisor of Transportation on a basis of seniority.

F. Van Attendant Assignments

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

G. Bus Driver/Van Attendant

1. Drop and Pick

In-district runs - guarantee of minimum of two (2) hours per drop and pick assignment. There will be no wait time except if assigned by the Supervisor and, if so, compensation shall be at the regular rate. In-between assignments may be scheduled by the Supervisor and compensated at the regular rate.

2. Bus drivers/van attendants whose bid package includes days when district schools are closed shall work those days to ensure coverage for out-of-district runs. It is understood that these days are part of the work year, that other contract provisions apply, and that individuals are only paid for the actual number of hours worked on such days.

3. If a bus driver/van attendant is overlooked for seniority-entitled extra hours, the individual will be paid for missed time only in the event the Supervisor of Transportation is notified within two (2) days of the occurrence and the time cannot be assigned during the remainder of that week. A daily list of extra-hour assignments will be posted and remain for two (2) days.

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

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

ARTICLE XI - EMPLOYEE EVALUATION

A. Frequency

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

B. General Criteria

1. Open Evaluation

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

2. Copies of Evaluation

An employee shall be given a copy of any visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No evaluation shall be submitted to the central office, placed in the employee's file or otherwise acted upon without a conference between the supervisor and the employee if either individual requests one. No employee shall be required to sign a blank evaluation form. Within ten (10) calendar days of signing the evaluation, an employee may submit a written response to the evaluation. This written response shall be attached to all copies of the evaluation.

C. Personnel Records

1. File

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. The review shall be scheduled within two (2) workdays of the request. An employee shall be entitled to have a representative(s) of the Association accompany him/her during such review. At least once every year, an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain.

Said documents shall be reviewed by the Chief School Administrator or his/her designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the 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. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Chief School Administrator or his/her designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

D. Non-Renewal

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

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

3. Informal Appearance

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

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

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

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

4. Board Determination

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

E. Termination/Resignation

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

3. If the full two (2) weeks notice is not given, earned vacation, if applicable, shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.
4. 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. All such vacation time shall be paid at the salary rate currently in effect except that employees whose employment terminates at the end of a contract year shall be paid at the rate in effect during that contract year.

ARTICLE XII - SALARY POLICY

A. Method of Payment

1. Twelve (12) Month

Twelve (12) month employees shall be paid in twenty-four (24) semi-monthly installments.

2. Ten (10) Month

Ten (10) month employees shall be paid their base salary in twenty (20) equal semi-monthly installments. Base pay for bus drivers and van attendants will be the work hours assigned for each of the 181 days during the contract year times the hourly rate. Other runs such as field trips, PE programs, or any other runs lasting less than 180 days are excluded from the base pay computations but may be assigned during the base salary work hours with no additional compensation.

Paychecks for bus drivers and van attendants shall indicate number of regular hours worked, number of overtime hours, as well as the information already included.

3. Summer Pay Plan

Each ten (10) month employee may individually elect to have ten percent (10%) of his/her monthly salary deducted from his/her pay. These funds shall be paid to the employee or his/her estate on the final pay day in June, or according to a schedule of payment throughout the summer as requested by the employee, or upon death or termination of employment, if earlier.

4. **Exceptions**

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

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

5. **Electronic Deposit**

Employees may individually elect to have their entire paycheck deposited directly to an account in such banks which provide for electronic deposit, subject to the following conditions:

- the Board is held harmless against any and all claims, demands, suits, or other forms of liability related to the electronic transfer of paychecks;
- employees shall be entitled to enroll annually.

There shall be no early issuance of checks except in special hardship cases as determined by the Chief School Administrator on a case-by-case basis. Hardship exceptions cannot be granted for employees electing direct deposit of their pay.

6. **Final Pay**

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

ARTICLE XIII - SALARIES/REIMBURSEMENTS

A. **Meal Allowance**

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

lunch: \$4.75
dinner: \$7.00

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

B. Tolls and Emergency Funds

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

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

C. Miscellaneous

1. An employee who works during the summer months shall be paid an hourly rate equivalent to his/her current contract according to the salary guide effective July 1st of the same year.
2. Bus drivers requested to "pick up" a bus from a garage for repairs, etc., on other than a regular workday, shall be paid at the driver's regular hourly rate for the time worked.

D. Black Seal Boiler License

1. Maintenance personnel and chief custodians who hold a black seal boiler license shall receive a stipend of six hundred and fifty dollars \$650 per year in addition to his/her salary.
2. All custodians who hold a black seal boiler license, except chief custodians, shall be placed on the appropriate step of the Black Seal Custodian Salary Guide; however, no additional stipend shall be granted to those placed on said Black Seal Guide.
3. Effective July 1, 1988, chief custodians who do not possess a black seal boiler license shall be required to attend classes that will enable them to qualify for said license. The Board agrees to pay for all fees and tuition costs related to the course. The Board reserves the right to require employees to attend classes during work time. Attendance at classes during nonworking time shall be mutually agreed to by the Director of Environmental Services and the employee. All time spent in attendance at boiler classes shall be considered "time worked." Chief custodians who

fail to obtain the black seal boiler license must continue to attend the appropriate classes until such time that they have received said license.

It is understood that in the event a chief custodian who does not possess his/her black seal license neither complies with the terms of this provision nor demonstrates a genuine good faith effort to acquire such license, the individual shall lose his/her status as chief custodian and shall be immediately restored to the position of custodian together with placement on the corresponding salary guide. Under such circumstances, the individual's salary shall not be reduced from his/her current level, but said salary shall be "frozen" until such time that he/she can be properly placed on the appropriate step of the custodian salary guide. For purposes of salary guide placement, all years of service in the district as (1) chief custodian and (2) custodian, if applicable, shall be counted. Any chief who is restored to the position of custodian for failure to demonstrate "good faith" shall have a right of appeal, including binding arbitration, except for cases where the employee refuses to attend said classes, which shall be neither grievable nor arbitrable.

In the event that a chief custodian is placed in a custodial position under this provision, the Board of Education agrees not to "RIF" any then currently employed custodians.

- E. Unit members certified for asbestos removal shall receive a stipend of eighteen hundred dollars (\$1800) per year in addition to his/her salary.
- F. Longevity
 - 1. During each year of this agreement, the Board of Education will pay a longevity stipend to individuals who have completed at least fifteen (15) years of employment in the East Windsor Regional School District.
 - 2. For the purposes of longevity calculations the following provisions will apply:
 - a. A year is defined as at least five (5) months of active service in the school year for ten-month employees and at least six (6) months of active service in the school year for twelve-month employees.
 - b. Time spent as a substitute or as a permanent employee on an unpaid leave of absence will not be credited toward seniority.

- c. Resignation/termination eliminates all years of service accrued for longevity purposes except that individuals terminated due to a reduction in force who are rehired from the eligibility list will retain all previous years of service.
3. Longevity stipend - \$500 for fifteen (15) years of completed service as of June 30; payment to go into effect the following contract year.

ARTICLE XIV - EMPLOYMENT PROCEDURES

A. Medical Examinations (Bus Drivers/Van Attendants)

1. Regular and substitute drivers shall have a pre-employment medical examination as arranged by the Supervisor of Transportation and provided by the school district physician, or the applicant may be examined by his/her personal physician as prescribed by N.J.S.A. 18A:16-2.5.
2. The full cost of the medical examination shall be borne by the school district if the employee elects to utilize the services of the school physician; however, if the employee elects to utilize the services of his/her own physician, the Board shall reimburse the employee up to a maximum of fifty dollars (\$50) for the cost of the medical examination.

B. Bus Drivers License

1. N.J.A.C. 6:21-11.1 is quoted in part ". . . to be eligible for employment as a school bus driver every applicant shall possess a valid bus driver's license approved by the Department of Law and Public Safety, Division of Motor Vehicles."
2. Each driver shall be responsible to maintain and update his/her bus driver's license at his/her expense.

C. Reemployment

By June 15, if possible, of each year, the Board shall give to each employee covered by this agreement a written offer of employment for the next succeeding contract year with such changes in salary and benefits as may be required by law or agreement between the Board and the Association.

D. Placement on Salary Schedule

1. New employees shall be placed on step one (1) of the salary guide except that credit may be given on the salary guide for experience in a related field.
2. Credit shall be given to new bus drivers for prior experience in school bus or other equivalent driving. Newly hired drivers shall be placed on the salary guide step based on actual years of experience. Credit shall only be given for the time actually worked as a driver. Five calendar months or more experience in a school year will constitute credit for one full year experience on the salary guide. A calendar month shall be interpreted as all school days within a month, regardless of the number of hours driven per day. This credit shall apply to rate of pay only of all new employees.
3. Any movement between job classifications as indicated below will result in salary guide placement as follows:

TWELVE-MONTH CLERK TO SECRETARY

Advance the clerk one step on his/her existing guide and then place that employee on the secretary guide at a salary that most closely approximates the clerk's adjusted salary.

TEN-MONTH CLERK TO SECRETARY

Move the ten-month clerk to the appropriate step on the twelve-month clerk guide; advance the clerk one step on that guide; then place that employee on the secretary salary guide at a salary that most closely approximates the clerk's adjusted salary.

PARAPROFESSIONAL EMPLOYEE TO TEN-MONTH CLERK

Advance the paraprofessional one step on his/her existing guide and then increase that rate by 12.5% to adjust for the longer work day (half hour more per day) and the longer work year (approximately 10 days/year); then place that employee on the 10-month clerk guide at a salary that most closely approximates the paraprofessional's adjusted salary.

PARAPROFESSIONAL EMPLOYEE TO SECRETARY OR TWELVE-MONTH CLERK

Advance the paraprofessional one step on his/her existing guide and then increase that rate by 33% to adjust for a longer work day (half hour more per day) and the longer work year (48 more days: i.e., 243 day work year less 10 vacation days less 185 day paraprofessional work year); then place that employee on the secretary guide or 12-month clerk guide (whichever is applicable) at a salary that most closely approximates the paraprofessional's adjusted salary.

In the event the above method produces a salary which falls between two consecutive steps on the salary guide to which the individual is to be moved, the higher step shall be used for purpose of initial placement.

E. Adjustment to Salary Schedule

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

F. Substitutes

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

G. Probationary Period

A probationary period of up to 90 days is permitted to ascertain the employment suitability of persons being hired. By the end of the 90-day probation period, a formal written decision on continuation of regular employment must be delivered to the probationary worker. During the 90-day period, the probationary worker will be paid regular wages and will receive benefits. Employees who successfully complete the probationary period shall be reimbursed by the Board for the cost of fingerprinting/background checks.

H. Temporary Positions

- 1. Temporary positions in Grounds/Maintenance may be created by the Board of Education for the grass growing season, April 1 through November 30 only.**
- 2. Temporary positions in Transportation may be created during July and August.**

3. Individuals in temporary positions shall be paid substitute wages and receive no benefits.
4. Temporary positions including summer temporary help shall be posted as in 1 and 2 above. Unit member applicants shall be given priority over non-unit member applicants.

ARTICLE XV - REDUCTION IN FORCE

- A. In the event of a reduction in force, the decision of what educational programs or support areas will be retained will be made by the Chief School Administrator based on district need.
- B. In the case of secretaries, clerks (12 months) and clerks (10 months), reduction in force will be in accordance with N.J.S.A. 18A:17-2 and the tenure provisions contained therein.
- C. Seniority

In the event of any reduction in force (RIF) within a job category, employees shall be laid off in reverse order of seniority determined as follows:

1. School district seniority is defined as service by regularly employed employees in the school district in the collective bargaining unit covered by this agreement.
2. Seniority for all regularly employed full and part-time employees in a category shall be determined according to the date employed by the Board in that category; except that bus drivers/van attendants shall be placed on a seniority list in the order of appointment by the Board and after having been employed one week as a regular bus driver/van attendant.
3. Employees on an approved leave of absence without pay will be given credit for past experience in this district (seniority and salary) upon his/her return to work. A leave of absence without pay does not count toward seniority.
4. An employee may accrue seniority rights only in categories in which they have been employed. Employees promoted from one category to another continue to accrue seniority in their previous category(ies).
5. Seniority shall be terminated only in the event of dismissal or resignation from the district.

6. In the use of seniority reduction, the employee(s) affected by such a reduction will be the most junior employee(s) within his/her current category of employment (as listed in the salary guide). Those employees thus affected who have accrued seniority in another category would maintain the same rights in replacing a less senior employee in his/her next previous category of employment.
7. If any full-time and/or part-time employee shall be dismissed as a result of a reduction in employees by the Board for any reason, such employees shall be noted on a preferred eligible list in the order of seniority for reemployment whenever a vacancy occurs in a similar job category from which the employee was dismissed.
8. If any full-time and/or part-time employee listed on the eligible seniority list for reemployment refuses an offer for reemployment by the Board and/or fails to report to work within fifteen (15) calendar days, the employee shall forfeit his/her seniority for reemployment by the Board and be removed from the eligible list.

ARTICLE XVI - LEAVES OF ABSENCE

A. Leaves Without Pay

1. Other

Leaves of absence without pay for good causes may be approved or rejected upon written application to the Chief School Administrator. Such application is to be received by the Chief School Administrator thirty (30) days prior to the commencement date of the requested leave. In

emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Chief School Administrator and would be subject to the concurrence of the Board in writing.

During leaves without pay, employees who wish to continue insurance coverage may do so at their own expense.

2. Child Care, Maternity, Paternity, or Adoption

An employee may request, in writing to the Chief School Administrator, a leave of absence without pay for child care, maternity, paternity, or adoption, for a period of not more than one (1) employee work year. A

leave for child care, maternity, paternity, or adoption shall, on application be granted for a period through the balance of the employee work year in which the leave commences.

Requests for extensions shall be submitted to the Chief School Administrator and shall be approved or disapproved at the option of the Board on a case-by-case basis.

- a. This leave of absence may exist for one (1) employee work year and up to one (1) full year's extension thereafter until the beginning of the next employee work year. At this time, the employee must return or officially resign the position.
- b. This leave of absence may be shortened upon written request to the Chief School Administrator and Board of Education for approval. This approval will be based upon the staffing needs of the district at the time of request and the satisfactory assurance that the employee is again able to devote full time to his/her position.
- c. Employees on this leave of absence may be employed as regular substitutes in the district any time following the birth or adoption of the child upon written request to the Chief School Administrator and approval of the Board of Education.

B. Leaves With Pay

During the first year of employment, all leaves with pay, with exception of days for jury duty or subpoena by court and military leaves of absence, shall be prorated to the nearest half-day according to the percent of the employee's work year under contract.

1. Personal Illness Days

The Board agrees to provide the employees with fourteen (14) days per year at full pay for personal illness if employed 12 months of the year; and twelve (12) days per year at full pay for personal illness if employed 10 months of the year. Unused days may be accumulated for use in subsequent years.

N.J.S.A. 18A:30-6. Prolonged absence beyond sick leave period. When absence, under the circumstances described in section N.J.S.A. 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated

cost of the employment of a substitute if none is employed, to a maximum of twelve (12) days for twelve-month employees and ten (10) days for ten-month employees; but in no case less than half pay for the employee.

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

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

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

2. Illness in the Immediate Family Days

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

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

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

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

3. Bereavement leave

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

Category 1 (immediate family) - five (5) day entitlement:

Mother, father, husband, wife, child, brother, sister, mother-in-law, father-in-law , or other members of the immediate household”;

Category 2 - three (3) day entitlement:

Grandparents, grandchildren;

Category 3 (other family members) - one (1) day entitlement:

Uncles, aunts, cousins, nieces, nephews, brother-in-law, and sister-in-law.

- b. After all such death in the immediate family days are exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.**
- c. After the death in other than the immediate family day is exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.**

5. Marriage Days

The Board agrees to provide employees with three (3) days per year at full pay for marriage. After such marriage days are exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.

6 . Days for Jury Duty or Subpoena by Court

The Board agrees to provide an employee full pay for each day that the employee’s presence in court is required by subpoena. The Board further agrees to provide an employee full pay for each full day that the employee is required to be in court for jury duty.

The Board of Education will reimburse employees, at the employee’s rate of pay in effect, for time incurred after working hours for required appearances in court for a work related incident.

7. Days for Other Reasons

The Board shall provide two (2) days leave of absence with pay per year for religious, legal business, household or family matters which require absence during school hours. Application to the Chief School Administrator for days for other reasons shall be made within two (2) days of the requested day except in cases of emergency. The Chief School Administrator reserves the right to require additional information regarding the reason prior to making his/her decision to approve or reject the request. Days for other reasons may not be used on the day before or after a holiday or vacation period.

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

8. Hardship Days

Two (2) hardship days can be used after "Days for Other Reasons" leave has been exhausted, at the discretion of the Superintendent.

9. Military Leaves of Absence

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

ARTICLE XVII - PAYMENT FOR ACCUMULATED UNUSED SICK LEAVE

A. Effective July 1, 1988, any supportive staff employee who retires according to the provisions of the P.E.R.S. in order to receive immediate benefits as opposed to "deferred" benefits and has either twenty (20) continuous years of employment service in the East Windsor School District or has twelve (12) continuous years of service in the East Windsor Regional School District and reaches the minimum age of sixty (60) upon the employee's effective date of retirement shall be eligible for payment for unused sick leave.

B. In order to receive prompt payment, supportive staff employees must notify the Chief School Administrator no later than December 1 of the year preceding the effective date of retirement.

-- Those who comply with the December 1 notification requirement and retire between December 1 and the following June 30 after notification, shall receive said payment on or about July 1 following the effective date of retirement.

- Those who comply with the December 1 notification and retire after the following July 1 shall receive said payment thirty (30) days after the effective date of retirement.
- Those who fail to provide notification by December 1 but retire between December 1 and June 30 shall receive said payment on the second July 1 following notification.
- Those who fail to provide notification by December 1 but retire between July 1 and December 1 shall receive said payment on or about the July 1 following retirement.

C. To qualify for payment, a retiring supportive staff employee, as defined in Section A hereinabove, must have a minimum of one hundred (100) accumulated sick days. Upon qualifying, payment will be based on one-half (1/2) - i.e., two (2) for one (1) - of all the employee's accumulated days in accordance with the schedule set forth below. The total amount paid to any employee shall not exceed eighteen hundred seventy-five dollars (\$1,875).

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

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

ARTICLE XVIII - VACATION DAYS

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

A. The Board agrees to provide full-time contracted twelve-month employees vacation days each budget year (July 1 through June 30) according to the following schedule:

Years as 12-month employee	Days Earned*
1 through 4 years	1 day per month to a maximum of 10
5 through 11 years	1.25 days per month to a maximum of 15
12+ years	1.66 days per month to a maximum of 20

* Vacation days are earned on the 15th day of each month.

USE OF VACATION DAYS

During the first budget year of employment, vacation days are earned at the rate of one per month to a maximum of ten (10). During this year only, vacation days may be used as earned. Any days used will be deducted from the number of days available for use in year two.

During the second year of employment and after, vacation days are available for use according to the following schedule:

Years as 12-month Employee	Days available for use
1 year or less	1 day per month to a maximum of 10
2** through 5 years	10 days per year
6 through 12 years	15 days per year
13+ years	20 days per year

** Days earned in year one minus any days used during year one.

Vacation days must be requested in writing and scheduled with the principal's/supervisor's permission. During a vacation period, a leave of illnesses for more than three consecutive days, which are verified by a physician in writing, may be granted by the Chief School Administrator.

Employees may "bank" five (5) days to be used in the budget year following the year they should have been used. Such days must be used at the discretion of the supervisor during that following budget year. Employees must notify the Personnel Office by June 30 of the intent to bank days.

B. Holidays

1. The Board agrees to an eighteen (18) day holiday schedule according to the school calendar for twelve-month employees. These days are to be determined by the Chief School Administrator after the school calendar has been adopted by the Board of Education.
2. The Board agrees that ten-month clerks will receive as holidays those holidays designated for twelve-month employees which occur during the ten-month employee's work year, and including those days listed as winter and spring vacation from September 1 to June 30.

ARTICLE XIX - DEDUCTION FROM SALARY

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

B. Annuities

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

C. Agency Shop

1. Purpose of Fee

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

2. Fee Notification

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

3. Fee for Part-Time Employees

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

4. Fee for Those Employed After the Start of the School Year

Employees who are employed after the beginning of the regular contract year who choose not to become members shall be required to pay a representation fee on a pro rated basis.

5. Demand and Return System

The Association will submit to the Board proof of the establishment and maintenance of a demand and return system through which non-members may appeal the amount of the representation fee.

Furthermore, the Association agrees to make all non-Association members aware of their legal rights of appeal and of the procedures available for such an appeal. The Association recognizes that no representation fee may legally be deducted until after the Board has received evidence of the establishment and maintenance of the demand and return system.

6. Non-Member Notification

Once during each membership year covered by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees the appropriate representation fee and promptly will transmit the amount so deducted to the Association.

7. Indemnification

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

8. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid thirty (30) days after receipt of the aforesaid list by the Board.

9. Mechanics

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

10. New Employees

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

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

ARTICLE XX - INSURANCE PROTECTION

A. Injury Insurance

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

B. Health Insurance

The Board maintains, at Board expense, group health insurance coverages for these employees and dependents as follows: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage, a major medical plan, a dental plan and a prescription plan. Said prescription plan shall have copays as follows: four dollars (\$4.00) for brand name; two dollars \$2.00 for generic drugs; and zero (\$0) for mandatory mail order for prescriptions needed for more than 34 days and one renewal.

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

All members of the Association are subject to the Mandatory Second Opinion Surgical benefits. This benefit mandates a second opinion, covered by insurance, prior to the payment of benefits for the 13 most commonly non-confirmed surgeries.

C. Liability Insurance

The Board shall maintain, at Board expense, a liability policy which affords personal liability and legal expense protection for the employees up to \$100,000 per year per employee (to a maximum for all employees of \$1,000,000 per year) as regards action of the employee in the course of his/her work.

ARTICLE XXI - MISCELLANEOUS

A. 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 in writing with acknowledgment.

1. If by Board, to Association at:

**President of East Windsor Regional
Supportive Staff Association
Office Address**

2. If by Association, to Board at:

**East Windsor Regional Board of Education
Assistant Superintendent
Administration Building
384 Stockton Street
Hightstown, New Jersey 08520**

B. The Board and the Association agree to share equally in the cost of reproducing this agreement as arranged.

C. All custodians, chief custodians, maintenance workers, driver/mechanics, driver/mechanic helpers, HVACR specialist, and head mechanic shall be provided with three (3) full uniforms each year.

D. The Board will provide rain slickers to the paraprofessionals who are required to work outside; however, the slickers must remain at the schools. Maintenance personnel, bus mechanics, custodians, and chief custodians who have successfully completed their probationary period and who are assigned to work in extreme weather conditions such as snow shall be given an initial clothing allowance of one hundred dollars (\$100) in the first year of employment (separate check) and fifty dollars (\$50) per year each year thereafter toward the purchase of "foul weather gear" which shall become the personal property of the employee. Said clothing allowance shall be paid on or about December 15 each year.

ARTICLE XXIII - DURATION

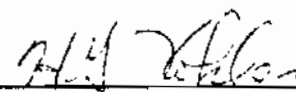
The Board and the Association agree that all negotiable items have been discussed during the negotiations leading to this agreement and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not through the life of this agreement, expiration date June 30, 1995. If a successor agreement has not been ratified by the termination date of this agreement, this agreement will remain in full force and effect until such time as a successor agreement has been ratified.


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

Signed, sealed and delivered
in, the presence of




**EAST WINDSOR REGIONAL SUPPORTIVE
STAFF ASSOCIATION**

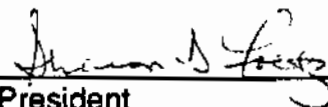
By:  (L.S.)
President

By:  (L.S.)
Secretary

**BOARD OF EDUCATION OF EAST WINDSOR
REGIONAL SCHOOL DISTRICT**

ATTEST:

By: 
Board Secretary

By:  (L.S.)
President

SALARY GUIDES - BUS DRIVERS

-----1992-93-----		-----1993-94-----		-----1994-95-----	
<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>
1	11.20	1	11.72	1	13.29
2	11.62	2	12.16	2	13.83
3	12.61	3	13.19	3	14.42
4	13.68	4	14.31	4	15.01

Guide Placement (read across)

	1991-92	1992-93	1993-94	1994-95
			1	1
1		1	2	2
2		2	3	4
3		3	4	4
3a		4	4	4
4		4	4	4

SALARY GUIDES - VAN ATTENDANTS

-----1992-93-----		-----1993-94-----		-----1994-95-----	
<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>
1	6.78	1	7.17	1	7.59
2	7.02	2	7.42	2	7.85
3	7.26	3	7.68	3	8.12
4	7.57	4	8.00	4	8.46
5	7.77	5	8.22	5	8.69

Guide Placement

Staff placed on steps 1 through 5 in 1991-92 will remain on the same step number for the life of the agreement. The staff on maximum in 1991-92 receive the full settlement percentage for each year of the agreement but shall not be included on the salary guide. (This is a one-time only solution and not to be anticipated for future contracts.)

SALARY GUIDES - CHIEF CUSTODIANS

-----1992-93-----		-----1993-94-----		-----1994-95-----	
<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>
1	24,139	1	25,150	1	26,315
2	24,750	2	25,786	2	26,981
3	25,375	3	26,438	3	27,662
4	26,017	4	27,106	4	28,362
5	26,675	5	27,793	5	29,080
6	27,349	6	28,495	6	29,815
7	27,625	7	28,782	7	30,115
8	28,457	8	29,649	8	31,022

Guide Placement (read across)

1991-92	1992-93	1993-94	1994-95
			1
		1	2
	1	2	3
1	2	3	4
2	3	4	5
3	4	5	6
4	5	6	7
5	6	7	8
6	7	8	8
7	8	8	8
8	8	8	8

CHIEF CUSTODIAN STIPENDS

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

SALARY GUIDES - CUSTODIANS

-----1992-93-----		-----1993-94-----		-----1994-95-----	
<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>
1	17,200	1	17,600	1	18,000
2	17,829	2	18,189	2	18,612
3	18,795	3	18,854	3	19,234
4	19,792	4	19,875	4	19,938
5	20,839	5	20,930	5	20,478
6	21,945	6	22,037	6	21,018
7	23,108	7	23,206	7	21,859
8	24,332	8	24,436	8	22,733
9	25,517	9	25,835	9	23,642
10	26,759	10	26,984	10	24,588
11	28,062	11	28,297	11	25,841
				12	27,320
				13	28,535

Guide Placement (read across)

1991-92	1992-93	1993-94	1994-95
			1
		1	2
	1	2	3
1	2	3	4
2	3	4	6
3	4	5	7
4	5	6	8
5	6	7	10
6	7	8	11
7	8	9	12
8	9	10	13
9	10	11	13
10	11	11	13
11	11	11	13

SALARY GUIDES - BLACK SEAL CUSTODIANS

-----1992-93-----		-----1993-94-----		-----1994-95-----	
<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>
1	19,406	1	20,786	1	21,981
2	19,656	2	21,656	2	22,901
3	20,478	3	22,625	3	23,926
4	21,395	4	23,650	4	25,010
5	22,364	5	24,846	5	26,274
6	23,495	6	26,050	6	27,548
7	24,633	7	27,162	7	28,724
8	25,685	8	28,388	8	29,758
9	26,845	9	29,657	9	30,829
10	28,044	10	31,011	10	31,939
11	29,325	11	32,434	11	33,089
12	30,670			12	34,298

Guide Placement (read across)

1991-92	1992-93	1993-94	1994-95
	1	1	1
1	2	1	1
2	3	2	2
3	4	3	3
4	5	4	4
5	6	5	5
6	7	6	6
7	8	7	7
8	9	8	8
9	10	9	10
10	11	10	11
11	12	11	12

SALARY GUIDES - MAINTENANCE

-----1992-93-----		-----1993-94-----		-----1994-95-----	
<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>
1	26,606	1	28,136	1	29,754
2	27,438	2	29,016	2	30,684
3	28,350	3	29,980	3	31,704
4	29,095	4	30,768	4	32,537
5	29,994	5	31,718	5	33,542
6	30,922	6	32,700	6	34,581
7	31,878	7	33,711	7	35,650

Guide Placement

Staff will remain on same step number as in 1991-92 for the life of the agreement.

SALARY GUIDES - SECRETARIES

-----1992-93-----		-----1993-94-----		-----1994-95-----	
<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>
1	21,064	1	22,276	1	23,556
2	21,335	2	22,561	2	23,859
3	21,606	3	22,848	3	24,162
4	21,876	4	23,134	4	24,464
5	22,374	5	23,661	5	25,022
6	24,004	6	25,384	6	25,805
7	25,403	7	26,864	7	26,843
8	26,255	8	27,765	8	27,623
				9	28,408
				10	29,361

Guide Placement (read across)

1991-92	1992-93	1993-94	1994-95
0	1	1	1
1	1	1	1
2	1	1	1
3	2	2	2
4	3	3	3
5	4	4	4
6	5	5	5
7	6	6	7
8	7	7	9
9	8	8	10

SALARY GUIDES - 12 MONTH CLERKS

-----1992-93-----		-----1993-94-----		-----1994-95-----	
<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>
1	16,960	1	17,685	1	18,452
2	17,935	2	17,935	2	18,702
3	18,743	3	18,966	3	18,966
4	19,378	4	19,821	4	20,057
5	20,294	5	20,492	5	20,960
6	21,557	6	21,461	6	21,670
7	22,829	7	22,797	7	22,695
8	23,884	8	24,142	8	24,108
		9	25,257	9	25,530
				10	26,710

SALARY GUIDES - 10 MONTH CLERKS

-----1992-93-----		-----1993-94-----		-----1994-95-----	
<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>	<i>Step</i>	<i>Rate</i>
1	14,133	1	14,737	1	15,376
2	14,946	2	14,946	2	15,584
3	15,619	3	15,805	3	15,805
4	16,148	4	16,517	4	16,714
5	16,911	5	17,077	5	17,467
6	17,965	6	17,884	6	18,058
7	19,025	7	18,998	7	18,912
8	19,904	8	20,119	8	20,090
		9	21,048	9	21,276
				10	22,258

Guide Placement: All Clerks (read across)

1991-92	1992-93	1993-94	1994-95
			1
		1	2
	1	2	3
	2	3	4
	3	4	5
	4	5	6
	5	6	7
	6	7	8
	7	8	9
	8	9	10

[Note: 10-Month Clerks Guide is 0.8333 of 12-Month Clerks Guide]

SALARY GUIDES - FULL-TIME PARAPROFESSIONALS

-----1992-93-----		-----1993-94-----		-----1994-95-----	
Step	Rate	Step	Rate	Step	Rate
1	11,561	1	12,226	1	12,929
2	11,811	2	12,489	2	13,208
3	12,060	3	12,755	3	13,488
4	12,322	4	13,030	4	13,780
5	12,592	5	13,316	5	14,082
6	13,118	6	13,872	6	14,670
7	14,064	7	14,872	7	15,198
8	15,512	8	16,403	8	15,727
				9	16,537
				10	17,347

SALARY GUIDES - PART-TIME PARAPROFESSIONALS

-----1992-93-----		-----1993-94-----		-----1994-95-----	
Step	Rate	Step	Rate	Step	Rate
1	5,780	1	6,113	1	6,464
2	5,906	2	6,245	2	6,604
3	6,030	3	6,377	3	6,744
4	6,161	4	6,515	4	6,890
5	6,296	5	6,658	5	7,041
6	6,559	6	6,936	6	7,335
7	7,032	7	7,436	7	7,599
8	7,756	8	8,202	8	7,864
				9	8,269
				10	8,673

Guide Placement: All Paraprofessionals (read across)

1991-92	1992-93	1993-94	1994-95
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	8
8	8	8	10

[Note: Part-time Paraprofessionals Guide is 0.5 of Full-time Paraprofessionals Guide]

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

Category	Salary Range
Head Mechanic	\$ 28,000 - 37,000
Bus Driver/Mechanic	24,000 - 32,000
Bus Driver/Mechanic Helper	17,000 - 24,000
Attendance Officer	16,000 - 23,000
Duplicating Equipment Operator	20,000 - 27,000
Substitute Assignment Officer	7,900 - 12,000
HVACR Specialist	33,000 - 40,000
Courier	18,000 - 24,000
Computer Technicians	22,000 - 28,000
Teacher Assistant	12,000 - 18,000
Painter/Maintenance Worker	26,600 - 35,700
Senior Citizen Bus Driver	22,400 - 30,020

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