

Contract no. 1639

**AGREEMENT**

**between**

**BOARD OF EDUCATION, TOWNSHIP OF EWING**

**and**

**EWING TOWNSHIP EDUCATIONAL SUPPORT STAFF ASSOCIATION**

**July 1, 1990 through June 30, 1991**

P90-0005.CBA

**LIBRARY**  
**INSTITUTE OF MANAGEMENT**  
**AND LABOR RELATIONS**

OCT 7 1990

**RUTGERS UNIVERSITY**

**ARTICLE 1**  
**RECOGNITION**

A. The Ewing Township Board of Education, hereinafter known as the "Board," hereby recognizes the Ewing Township Educational Support Staff Association (ETESSA), hereinafter known as the "Association," as the exclusive bargaining representative in accordance with NJSA 34:13A-5.3 for the support staff, employee classifications employed by the Board and listed below including:

1. SECRETARIAL EMPLOYEES

- (a) Head Bookkeepers
- (b) Office Assistants
- (c) Payroll Clerks
- (d) Secretaries
- (e) Supervising Secretaries
- (f) Career Resource Technicians

2. FOOD SERVICE EMPLOYEES

- (a) Secondary Cafeteria Manager
- (b) Elementary Cafeteria Manager
- (c) staff employees

3. PARAPROFESSIONALS (Aides)

- (a) Classroom
- (b) Noontime
- (c) Transportation

4. BUS DRIVERS

- (a) part-time drivers of pupil transportation vehicles
- (b) Field Drivers

- B. All other employee classifications not listed shall be excluded - e.g.:
1. All substitutes and/or per diem personnel
  2. All summer, seasonal, and/or temporary personnel
  3. All administrative and confidential secretaries
  4. Personnel Assistant
  5. Business Office Manager
  6. All professional, noncertificated employees
  7. All administrative, supervisory and managerial employees
- C. Definitions
1. As used hereinafter, the term "employee" shall refer to all members of the bargaining unit outlined above in Section A and hereinbelow defined in Subsections 1 - 4.
  2. As used hereinafter, the term "bus driver" shall apply to all permanent part-time drivers of pupil transportation and all field drivers.
  3. As used hereinafter, the term "Food Service Employee" shall apply to all Secondary School Cafeteria Managers, Elementary School Cafeteria Managers and staff employees assigned to the Food Service Department.
  4. As used hereinafter, the term "Paraprofessional" shall apply to all Classroom Paraprofessionals, Noontime Paraprofessionals and Transportation Paraprofessionals.
  5. As used hereinafter, the term "Secretarial Employee" shall apply to all Head Bookkeepers, Office Assistants, Payroll Clerks, Secretaries and Supervising Secretaries.
- D. All references to male employees shall include female employees.

## ARTICLE 2

### NEGOTIATION PROCEDURE

- A. The parties agree to commence negotiations for a successor agreement in accordance with the provisions of N.J.S.A. 34:13A-1 et seq.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- C. The parties mutually pledge that their representatives shall possess the necessary power and authority to make proposals, consider proposals, and make counterproposals during the course of the negotiations. The Association and the Board understand that any agreement reached is tentative until ratified by a majority of the Board and by the Association.
- D. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this agreement as set forth in ARTICLE 20 - Duration of Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed his/her agreement.
- E. In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and ratified by the Board and by the Association. The terms hereof shall not be otherwise modified.
- F. The Board agrees that during the term hereof, it will not negotiate concerning the employees represented by the Association in the bargaining unit defined in ARTICLE 1 - RECOGNITION, with any other organization other than the Association.
- G. The Association will be required to show proof of majority representation.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. Definition:

1. A grievance is defined as a complaint by an employee, or employees, that there has been to him/her or them, a personal loss, injury, or inconvenience because of a violation, misinterpretation of inequitable application of any of the provisions of this agreement.
2. Nothing herein contained shall be construed as limiting the right of any employee who has a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted or resolved without the intervention of the Association, provided the settlement is not inconsistent with the terms of this agreement.
3. Nothing herein contained shall be construed as limiting the right of any employee to the provisions of N.J.S.A. 34:13A-1 et seq.

#### B. Procedure:

1. A grievance should be presented for consideration as promptly as possible, and in no event later than ten (10) school days after the employee has become aware of the alleged occurrence. If not filed in writing within this period, then the grievance shall be considered as waived.
2. The last decision given on any grievance in any of the first three (3) steps shall be considered a satisfactory adjustment unless, within seven (7) work days after the decision has been given, the procedure is carried forward to the next step by the aggrieved.
3. In the event the grievance is filed at such time that it cannot be processed through all the steps in this 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 a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year.

4. If a grievance for a ten month employee extends into the month of July or August, days shall be counted by using work days of twelve month employees.
5. The procedure shall be as follows unless any step or steps thereof are waived, combined, or extended by mutual consent so stated in writing:

Step 1. An employee with a grievance shall first discuss it with his/her immediate superior or principal, either directly or through the Association's designated representative, with the objective of resolving the matter in the most expeditious manner. In the event this discussion is not satisfactory to the grievant, he/she shall then formally present his/her grievance in writing to his/her immediate supervisor or principal and shall receive an answer in writing within seven (7) work days after presentation.

Step 2. If the grievance is not settled at the first step, the Association may make written request to the Superintendent of Schools for a second step meeting within seven (7) work days after the answer at the first step. The Superintendent shall set a meeting within seven (7) work days after the request, or for such other time as is mutually agreeable. Said meeting shall be between not more than three (3) representatives of the Association and the Director of Personnel/Labor Relations or his/her designee(s), not to exceed three (3). The Director of Personnel/Labor Relations' written answer shall be delivered to the Association within seven (7) work days after the meeting.

Step 3. If the grievance is not settled at the second step, the Association may make written request to the President of the Board of Education for a third step meeting within seven (7) work days after the answer at the second step. The President of the Board of Education shall set a meeting within seven (7) work days after the receipt of the request, or for such other time as is mutually agreeable. Said third step meeting shall be between three (3) representatives of the Association and the President of the Board of Education or his/her designees totaling three (3). The Board's written answer shall be delivered to the Association within seven (7) work days of said meeting.

Step 4. If the grievance is not settled at the third step, the Association may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given at the third step in writing. If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. However, the following are not subject to arbitration:

- a. any matter for which a method of review is prescribed by law.
- b. any rule or regulation of the Commissioner of Education.
- c. any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone.
- d. a complaint of any employee which arises by his/her reason of not being reemployed.

Step 5. If the matter is still unresolved and if the Association wishes to proceed to arbitration, it shall so inform the Board within fifteen (15) calendar days after receipt of the Board's decision.

6. A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to N.J.A.C. 19:12-5.1 et seq.
7. The arbitrator shall limit him/herself to the Articles of this agreement and his/her decision shall be binding on both parties; he/she shall add nothing to nor subtract anything from this Agreement unless agreed to otherwise by both parties. The parties shall meet within ten (10) calendar days to review the arbitrator's decision. The cost of arbitration shall be divided equally between the parties.
8. The individual employee is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. All employees, including the grievant, shall be required to continue under the direction of the Director of Personnel/Labor Relations and Administrator/Supervisor regardless of the pendency of any grievance until such grievance is properly determined.

## ARTICLE 4

### EMPLOYEE RIGHTS

#### A. EMPLOYEES

1. Whenever any employee is required to appear before the Superintendent, the Board, or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
2. Pursuant to N.J.S.A. 34:13A-5, the Board and the Association hereby agrees that every employee within the defined bargaining unit shall have the right to freely organize, join and support or refrain from joining or supporting the Association for the purpose of engaging in collective negotiations with the Board, and the Board will not directly or indirectly discourage, deprive or coerce any employee with respect to the exercise of such rights. The Board further agrees that it will not discriminate against any employee by reason of membership in the Association, participation of the unlawful activities of the Association, or the processing of any grievance hereunder.

#### B. SECRETARIES

1. Each secretarial employee of the office personnel staff will receive with his/her notification of reemployment a copy of this agreement, his/her classification and salary for the forthcoming year.

#### C. BUS DRIVERS

1. The Employer will pay the required fees for obtaining a school bus driver's license and all succeeding renewal fees for bus drivers employed by the Ewing Township Board of Education. Bus drivers with one (1) year or more service shall receive a reimbursement for fees immediately upon presenting properly completed invoices. New bus drivers will be reimbursed on their anniversary date for all fees upon submission of properly completed invoices provided they are still employees of the Ewing Township Board of Education.



## ARTICLE 5

### ASSOCIATION RIGHTS/SECURITY

#### A. ASSOCIATION RIGHTS

1. The Board agrees to furnish to the Association in response to reasonable requests from time to time the information which is in public domain.
2. Whenever any representative of the Association or any employee in bargaining unit is mutually scheduled by the parties to participate during working hours in grievance procedures, the employee shall suffer no loss in pay.
3. The Association shall have the right to apply for use of school buildings for meeting of their membership. Applications for such permission shall follow existing Board policy.
4. The Association shall have the right to use the interschool mail delivery service and school mail boxes for official Association notices.
5. A list of present employees and their salary level shall be maintained by the Board and the Association.
6. The Personnel Office shall forward to the Association President copies of Board minutes where new employees are hired, and employees are transferred to different categories.

#### B. SECURITY

1. The Employer agrees to deduct the Association monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to the Association, together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made.
2. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee any sum of money as an Association dues.

## ARTICLE 6

### WORK SCHEDULE

#### A. SECRETARIES

1. Date schools open through date school close, when schools are in session - eight (8) hour day, includes one (1) hour off for lunch.
2. Summer hours seven (7) hour day includes 3/4 hour off for lunch - shall be effective during the period from the "last day of school for teachers in June" through the "first day of school for teachers in September".
3. The work day is from 8:00 a.m. to 3:30 p.m. when teachers are present and school is not in session for students.
4. Ten month employees shall be available for work the five (5) working days immediately preceding the first (1st) day of school for staff. Ten month employees who are required to work said days shall be compensated at their regular per diem rate for each day worked. It is understood that compensatory time does not apply to this subsection.
5. The work year for twelve (12) month employees shall be July 1 through June 30; the work year for ten (10) month employees shall be September 1 through June 30 except otherwise provided under Section 6.1 c. above. During the period from the "first day of school for teachers" in September through the "last day of school for teachers" in June, employees shall work the teacher work year. Holidays shall be scheduled in accordance with Section 8.1 below.

In the event of a "single session" day on the last school day before winter recess, secretarial employees who are assigned to the schools shall be permitted to leave work thirty (30) minutes after teacher dismissal in their respective schools; under such circumstances, all other secretarial employees, including central office staff at the Ryan Administration Building, 220 Ewingville Road and at the Curriculum and Instruction Office, shall be permitted to leave work at 2:00 p.m. on the last school day before winter recess; however, central office staff may have the option of working throughout their regular one (1) hour lunch break in order to leave work at 1:00 p.m. The latter option shall not apply to those secretarial employees who are assigned to school buildings as described in sentence one (1) above.

6. Central office employees, including central office staff at the Ryan Administration Building and at the Curriculum and Instruction Office, shall be required to be available for work during both Winter and Spring Recesses as well as other days (when school is not in session) as needed and shall be paid on a pro rated basis for time worked in accordance with the following schedule:

Double time:                   all legal holidays when school is not in session and Sundays;

Time and one half:           all hours above thirty-five (35) per week;

Regular time:                 all other time worked not covered above.

It is understood that Article 11.3 does not apply to subsection 6.1e set forth above.

Payment for the above shall be treated as overtime and not subject to pension deductions.

7. Employees located in the Administration Building will be scheduled in such a way so that the building will be covered until 4:00 p.m. when schools are not in session.
8. If employees in the unit are requested to work in unsafe or unhealthy conditions, these employees shall have the right to grieve.

B. FOOD SERVICE EMPLOYEES

1. Work hours for Food Service Employees shall be as follows:

	<u>Hours/ Day</u>	<u>Days/ Year</u>	<u>Hours/ Year</u>
Secondary Manager	6½	196	1274
Elementary Manager	5½	196	1078
Staff	5½	196	1078
Staff	4½	196	882
Staff	3½	192	672

2. Work required and performed in excess of the stated days will be paid at the regular rate of pay assigned to that classification and employee.
3. Employees who work four (4) hours per day or more shall begin work three (3) days prior to the first day of school for students. Employees who work less than four (4) hours per day shall begin work on the first day lunch is served to students.
4. If and when an employee performs the duty of a manager, for a period of five (5) consecutive days, the employee will receive a salary for that period of time which would be equal to the amount he/she would receive if he/she were to perform that duty on a regular basis. (Adjusted salary to begin on the sixth (6th) day.)

C. PARAPROFESSIONAL EMPLOYEES

1. Classroom/instruction, kindergarten, prefirst paraprofessional and noon aides shall work the days students attend school for the number of hours each paraprofessional is approved to work; however, on days when teachers may leave early, the paraprofessionals shall follow the same procedures as teachers.
2. All other paraprofessional employees not listed above shall work the number of hours and days assigned.

D. BUS DRIVERS

1. Extra work for Field and Athletic Drivers shall be defined as any hours exceeding a forty (40) hour work week. The work week shall be Monday through Friday.

Any Saturday work shall be listed as extra work for all drivers including Field and Athletic

2. Sundays and paid Holidays shall be given out on a rotation basis starting with the senior driver and working down the list until every driver has had a turn at Sundays or paid Holidays. After everyone has had a turn at Sundays and paid Holidays, the list will start at the top again. Route drivers with packages calling for the Holiday work will do their own package. If the Holiday work falls on the package schedule, that driver's name will remain on the list.

- (a) The list must be kept active from school year to school year.

3. All route and Field and Athletic Drivers who turn down or refuse extra work shall be credited for the extra hours that they could have worked.
  - (a) The Transportation Department Office will keep an accurate account of hours credited to each driver as submitted by each driver bi-weekly. The Association President shall have access to these records at the discretion of the Transportation Supervisor.
  - (b) If a driver signs off to do extra work at any time during the school year, that driver will not be used at any time unless no one else is available.
  - (c) Upon returning that driver's name to the list, an average of total extra hours for that time refused shall be credited against him/her. This also includes anyone on sick leave or disability.
  - (d) Any new drivers will automatically be credited an average of the total extra hours on the list as of the last pay period.
4. The route package will be the driver's regular hours, Monday through Friday.
  - (a) If any extra routes become available the highest senior driver shall be offered the extra work (if this driver is available), if this driver refuses, the next senior driver shall have the option of that package, etc. Extra routes shall go to the next driver until a driver accepts the extra work, provided a driver is available and suitable for the assignment as determined by the Transportation Supervisor (not to exceed eight (8) hours a day.)
5. In an emergency situation the Supervisor may pick any driver available. If no emergency exists the Transportation Supervisor or Department Personnel in charge shall go down the seniority list to get the first available driver who is suitable for the assignment. Every effort shall be made to provide hours on an equitable basis.

6. Substitute bus drivers are to be used only when regular drivers are not available. However, in the event a driver's absence is expected to exceed five (5) work days, a substitute bus driver shall be assigned except during the months of September, January and/or June when "field drivers" do not have work. If said absence commences prior to the months specifically cited above, the substitute driver may continue in the assignment. Substitute drivers are not eligible for extra runs.
7. Annually the administration will post a notice requesting all interested drivers who would like to be considered for the field and athletic driving responsibilities make their intentions known to the Transportation Supervisor. The administration will make the final selection of the employee(s).
8. Route packages shall be developed and assigned by the Transportation Supervisor to route drivers on an equitable basis where possible and practical, in the following manner:
  - (a) Drivers in the top 25% by seniority shall be assigned to the top quarter of route packages according to the most hours in packages.
  - (b) Drivers in the second 25% by seniority shall be assigned to the second quarter of route packages according to the most hours in packages.
  - (c) Drivers in the third 25% by seniority shall be assigned to the third quarter of route packages according to the most hours in packages.
  - (d) Drivers in the fourth 25% by seniority shall be assigned to the fourth quarter of route packages according to the most hours in packages.
  - (e) Drivers have until October 15 of each year to request a change in route packages. Said requests shall be made only once during each year.
  - (f) After October 15, a route package shall not be changed by a driver's request.
9. The transportation Supervisor, during the course of the school year, may change assignments as needed.
10. If "following day" trips are the results of tournament wins, the same driver shall be assigned the "following day" trip for the resulting games/contest(s).

## ARTICLE 7

### LEAVES OF ABSENCE

- A. Employees shall receive annually one (1) day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.
- B. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment one (1) day for every three (3) months of employment ( a total of three (3) days during any one school year) at full pay. After completing one (1) year of employment it provides for three (3) days leave at full pay during any one school year. Personal leave may be taken for any of the following reasons and shall be taken in minimum of one-half (½) day segments except in the case of an emergency:
1. Illness in the immediate family. Immediate family shall be considered: father, mother, sister, brother, spouse, child or any member of the immediate household.
  2. Death of a relative or close friend.
  3. Recognition of religious holiday. If personal leave days are exhausted because of observance of religious holidays, the employee may apply for additional personal leave due to any emergency.
  4. Marriage of the employee or marriage in the family. Family shall be considered: father, mother, sister, brother, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
  5. Court subpoena.
  6. Personal, legal business, or family matters which cannot be handled outside of scheduled work hours.
  7. Any other emergency or urgent reason not included in "a." to "f." above, if approved by the Superintendent of Schools.
- C. All requests for personal leave shall be submitted in writing, on the proper form, (at least 24 hours in advance when possible) recommended by the principal, and approved by the Director of Personnel/Labor Relations. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases. Only in an emergency may a request be made verbally. However, in such cases a written request must be filed within one (1) week.

D. Three (3) additional days leave shall be granted for death in the immediate family, grandparents and in-laws. (immediate family is considered the same as "a." above and in-laws.)

E. Unpaid/unauthorized leaves

1. Personal situations which involve unique/extenuating circumstances and/or where established past practices where financial loss may be incurred, will be granted provided the request for leave is made to the Director of Personnel/Labor Relations at least two weeks in advance.

2. Unpaid leaves of absence shall be granted only in the case of emergency or severe hardship. All requests must be submitted in advance in writing to the Director of Personnel/Labor Relations.

3. Employees who take unauthorized leave(s) from work or who fail to either report to work or to follow call-in procedures shall be suspended without pay as follows:

- 1st Offense - 2 times the number of days taken
- 2nd Offense - 3 times the number of days taken
- 3rd Offense - 4 times the number of days taken
- 4th Offense - Discharge

4. The Board reserves the right to determine when said suspension will be imposed. However, problems which arise as a result of "call-in" procedures shall not be subject to suspension. All suspensions shall be subject to the grievance procedure.

F. Conversion of unused personal leave (7.2) beginning June 30, 1988 and continue each June 30th of each school year thereafter -- unused personal leave days will be added to an employee's accumulated sick leave.

G. After fifteen (15) years of continuous service in the Ewing Township School District, upon retirement under PERS, all accumulated unused sick leave shall be paid at one-half (1/2) the average hourly rate of pay for the last twelve (12) months of employment to the maximums set forth herein below:

Bus Drivers	\$2,418
Food Service Employees	\$2,562
Paraprofessionals	\$1,962
Secretaries	\$3,761



## **ARTICLE 8**

### **HOLIDAYS**

#### **A. SECRETARIES**

1. The holidays shall be as follows: Independence Day

#### **B. FOOD SERVICE EMPLOYEES**

1. A minimum of eleven (11) paid holidays shall be listed annually for employees working more than three and one half (3 1/2) hours per day and a minimum of ten (10) paid holidays shall be listed annually for employees working less than four and one half (4 1/2) hours per day.

#### **C. PARAPROFESSIONALS**

1. The employer shall list a minimum of eleven (11) paid holidays annually.

#### **D. BUS DRIVERS**

1. A permanent part-time employee must work a regular schedule ten (10) months to be eligible for paid holidays provided said holidays fall on a working day. Holiday pay received by employees shall be based on the regular schedule of work performed prior to the holiday. Adjustments to be made according to the daily average hours of the respective driver on December 1 and March 1.
2. A minimum of eleven (11) paid holidays shall be listed annually by the Employer for ten (10) month employees.

## **ARTICLE 9**

### **VACATIONS**

#### **A. Only full time twelve (12) month secretaries shall be granted paid vacations on the following basis:**

1. One (1) day per month starting with the fourth (4th) month for a maximum of nine (9) days.
2. One (1) year of service through five (5) years of service - ten (10) days.
3. Six (6) years of service through ten (10) years of service - fifteen (15) days.
4. Over ten (10) years of service - twenty (20) days.

- B. Vacations may be taken anytime during the year with the approval of the immediate supervisor.
- C. A secretary must have started to work prior to the sixteenth (16th) of the month in order to receive credit for the entire month.
- D. All secretaries who have heretofore or hereafter become twelve (12) month secretaries after serving the district as ten (10) month employees shall be given credit for the purpose of computing their vacation entitlement for all years in the district whether it is ten (10) or twelve (12) month employees.
- E. All vacation days earned during the current school year must be taken during the next school year.
- F. Upon prior approval, a total of five (5) vacation days may be accrued for use in the next year provided that the total number of vacation days available for use in any one year does not exceed the regular number of days set forth in Section 1 above plus the five days carried over from the previous year. All other vacation days not taken as described hereinabove shall be forfeited except in cases involving (1) serious long term illness, (2) death in the immediate family (as described in Article 7) and/or (3) a vacancy in the office to which the secretary is assigned. However, if a secretary is unable to utilize his/her full earned vacation entitlement as a result of any of the above described conditions, his/her request to increase the maximum "carry over" limit for unused days shall be increase in proportion to the specific circumstances.

It is understood that notwithstanding the five day restriction on carry over vacation days described above, any secretary who has accumulated vacation time as of July 1, 1990, shall be allowed to continue said "carry over" days. Under such circumstances, the maximum number of carry over vacation days shall be the accumulated number of days as of July 1, 1990 plus five additional days.

## **ARTICLE 10**

### **TERMINATION OF EMPLOYMENT**

#### **A. SECRETARIES**

The contract of a non-tenure secretaries may be terminated by either the Board or by the secretary upon prior written notification of at least two (2) weeks. Such termination carried out by the Board need not be for cause nor is it required that a statement of reasons be given or a hearing afforded. However, the parties acknowledge that they are in agreement that it is to their mutual benefit that terminated secretaries shall be made aware of the reasons for termination and be given an opportunity to be heard. To that end, the Board shall attempt (at its discretion) to furnish a statement of reasons for termination and grant an opportunity to be heard to a terminated secretary who has not achieved tenure.

On or before May 15th of each year the Board of Education shall notify those secretaries whose continued employment might be in question for the forthcoming year.

#### **B. PARAPROFESSIONALS**

Whenever possible a paraprofessional employee who is a member of this bargaining unit shall be notified no later than May 30 of the present school year of the employment status for the next school year.

## **ARTICLE 11**

### **SALARIES**

#### **A. Employees**

1. Employees shall be paid every two (2) weeks for the term of their respective employment except as otherwise provided hereinbelow in Section D.

2. Pro-rated Salaries

(a) Salary Guides

(1) 12 month employees:

A new employee must be employed prior to January 1 in order to qualify for the next higher pay level on the salary guide for the following year.

- (2) 10 month employee:  
A new employee must be employed prior to February 1 in order to qualify for the next higher pay level on the salary guide for the following year.

(b) Salary Ranges

- (1) Any employee not hired by the "cut off" dates set forth above in subsection (a) (1) and (2) above shall receive a salary increase equal to one/half (1/2) the agreed upon settlement rate; provided, however, that in no case shall the salary of a newly hired employee, who does not qualify for a normal salary increase, fall below the new minimum of the adjusted salary range.
3. In the absence of a successor agreement, no one shall be moved a step on the guide or given a salary increase on the salary range; however, in the event that a successor agreement is not reached by November 1, adjustment must be made by the first regularly scheduled pay period thereafter.

B. SECRETARIES

1. The pay schedule for all secretaries covered by this agreement shall be set forth in Appendix "A" attached.
2. One and one half (1 1/2 times the secretary's hourly rate will be paid for work performed over thirty-five (35) hours per week. Double time shall be paid for:
  - (a) All work performed on Sundays;
  - (b) All work performed on legal holidays when school is not in session.
3. Secretaries who work over thirty-five (35) hours for the district shall be permitted to receive compensatory time in lieu of monetary remuneration if so desired by the secretary..
4. For the purpose of overtime:
  - (a) A sick day will count toward the thirty-five hours
  - (b) A personal day will not count toward the thirty-five (35) hours

- 5 Upon initial employment in the district, secretaries shall be placed on the salary schedule according to the number of years of outside experience possessed by the secretary. No secretary shall start higher than Step 3.
6. A new employee shall be appointed for a three (3) month probationary period.

C. FOOD SERVICES EMPLOYEES

1. Any member of this unit assigned to work before or after his/her regular work schedule, with a break in service for that day will be guaranteed three (3) hours of work at an hourly rate of 1.50 times his/her regular rate.

For all work performed on holidays or Sundays the hourly rate shall be 2.0 times his/her regular rate.

Personnel will be scheduled per a seniority list from the respective building. If no employee is available, the Dietitian will than make assignments from staff.

2. Permanent employees shall receive a salary when school is closed for any emergency (weather, heat, etc.)
3. The salary ranges for all classifications of food services employees shall be as follows:

<u>Category</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Secondary Manager	\$11,647	\$13,197	\$14,746
Elementary Manager	8,230	9,866	11,501
Staff (5 1/2 Hr.)	7,454	8,955	10,455
Staff (4 1/2 Hr.)	6,104	7,326	8,547
Staff (3 1/2 Hr.)	4,429	5,436	6,443
Staff (2 1/2 Hr.)	3,161	3,880	4,599

D. PARAPROFESSIONALS

1. Increments or salary increases are not automatic. These are subject to approval by the Director of Personnel/Labor Relations with a recommendation to the Ewing Township Board of Education
2. A new Paraprofessional employee shall be appointed for a three (3) month probationary period.
3. Salaries will not be reduced if schools close (or close early) for any "Act of God".
4. Paraprofessional employees who are newly hired shall be given credit for prior years experience as a teacher or teacher aide up to the midpoint of the range of hourly rates set forth in paragraph 2 of Section 5 in accordance with the following schedule:

EDUCATIONAL EXPERIENCE

ACTUAL EXPERIENCE

Possesses BA Degree - \$.15/hr.

Teacher Aide -  
\$.15/full yr.

Possesses Valid Tch. Cert. - \$.10/hr.

Teaching - \$.25/full  
yr.

5. A Paraprofessional employee's annual salary shall be calculated by multiplying his/her actual hourly rate by (x) his/her number of scheduled hours per week except as otherwise provided above in Section A.2.
6. The range of hourly rates for paraprofessionals shall be as follows:

\$6.29  
Minimum

\$8.04  
Midpoint

\$9.79  
Maximum

7. In the event Paraprofessional positions are combined, the additional salary shall be computed by dividing the employees current annual salary by the number of hours he/she works per year. The resulting hourly rate shall then be multiplied by the number of additional hours the employee will work above and beyond his/her original position.

The dollar amount for said additional hours shall be added to the Paraprofessional employee's original salary in order to establish his/her new annual salary.

8. Transportation Paraprofessionals shall be paid for actual hours worked. All other Paraprofessionals shall be paid on an annual basis in accordance with Section A.

E. BUS DRIVERS

1. Bus Drivers shall be paid in accordance with Appendix "B" which is attached hereto and made part of this Agreement.
2. Overtime
  - (a) One and one-half (1 1/2) times the Bus Driver's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one week.
  - (b) Double time shall be paid for: (1) all work performed on Sundays, (2) all work performed on holidays as listed annually by the Employer
  - (c) A sick day will be counted as a working day for the purpose of overtime. Personal leave time will not be counted for the purpose of overtime.
  - (d) Each new Bus Driver will serve a three (3) month probationary period and receive payment according to the minimum level on the salary guide. After completing three (3) months of satisfactory employment, the Bus Driver may be approved as a permanent part-time bus driver and continue to receive payment according to the minimum part-time hourly salary schedule.
  - (e) Work time begins one-half (1/2) hour before initial passenger pick-up for the day, and ends one-half (1/2) hour after last passenger exits the vehicle for the day. This time shall include the general cleaning of the interior of the vehicle.
  - (f) A Bus Driver shall receive two (2) hours pay for any trip that is cancelled if the Driver is not notified at least one-half (1/2) hour prior to the pick-up time of the respective trip.
3. Bus Drivers will be paid at the rate of \$6.00 per hour for all local (Ewing Township Board of Education scheduled) inservice meetings. All drivers must attend a minimum of three (3) inservice meetings per year.

## ARTICLE 12

### HEALTH BENEFITS

#### A. EMPLOYEES

1. The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program for any employee who works a regular schedule for at least a total of twenty (20) hours per week.
2. For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan or in cases where appropriate, an amount equal to the full premium for the single plan plus:
  - a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement, effective July 1, 1990 and ending June 30, 1991 .
3. In addition, the Board shall offer to Secretaries, Food Service Employees and Bus Drivers a three dollar (\$3.00) co-pay Prescription Drug Plan with a company selected by the Board.
4. Full family or single coverage, as appropriate, dental insurance (1B Dental Plan, New Jersey Dental Service Plan, Inc.) or its equivalent with orthodontics shall be provided to each Secretary, Food Service Employee or Bus Driver who works a regular schedule for at least a total of twenty (20) hours per week.
5. In no case will an employee be covered under more than one plan. For each employee who terminates his/her employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.
6. All insurance benefits shall be provided by the Board at the prevailing rate.



B. PARAPROFESSIONALS

1. Effective January 1, 1989, paraprofessional employees shall have the option of selecting either the family co-pay prescription plan described in Section B. hereinabove or a family dental plan with orthodontics provided by a company selected by the Board of Education.

It is the responsibility of the paraprofessional employee to notify in writing by December 1 the Assistant Superintendent for Business of his/her option. The selected option coverage shall become effective on or about January 1 of the year following the paraprofessional employee's selection. If the paraprofessional employee fails to notify the Assistant Superintendent for Business of his/her option by the above date, his/her present insurance plan shall continue.

C. SECRETARIES

1. After fifteen (15) years of continuous service in the district, upon retirement as per PERS, a secretarial employee may continue State Health Benefits Plan until age 65 when Medicare takes over. Premiums at group rate shall be paid by the secretarial employee in advance in quarterly installments if possible.

**ARTICLE 13**

**PROMOTIONS**

A. SECRETARIES

1. Notice of a vacancy in the system in positions included in this agreement will be given by the Director of Personnel/Labor Relations to the Association. Such notice will set forth pertinent information about the position, if deemed necessary by the Director of Personnel/Labor Relations, and will indicate the closing date for receiving applications from employees within the school system.

2. The Director of Personnel/Labor Relations shall consider all applications.
3. The Board reserves the right to appoint or retain whom it will to any position.
4. In determining a new salary for a secretarial employee who is promoted, either "(a)" or "(b)" below will be applied, whichever is in the best interest of the employee:
  - (a) Upon promotion the secretarial employee will move to the new category with an increase in salary at a level which is just above that which the secretarial employee is currently receiving plus one step, with the understanding that if the promotion is made prior to January 1 the secretarial employee then would qualify to move to the next higher pay level on the salary range for the coming year, and if the promotion is made after December 31 that the secretarial employee would remain at the same level on the salary range for the coming year.
  - (b) It should be understood that a secretarial employee who is promoted will receive a salary that is one level above that which the secretarial employee would receive if the secretarial employee were new to the district (credit for experience shall be given). Salary is not to exceed the fourth (4th) level.
5. It should be understood that the upgrading of any secretarial position will not mandate the advertising of said position if the immediate supervisor approves said secretarial employee as being capable of assuming additional responsibilities. Therefore, the secretary holding the present position will remain in that respective position with the upgraded title. However, if the immediate supervisor does not approve the respective secretarial employee with the upgraded title, then said position will be advertised.

B. PARAPROFESSIONALS

1. NOTIFICATION OF VACANCY

- (a). The first vacancy for a position or a new paraprofessional position will be posted within ten (10) days after the vacancy or new position occurs.

- (b) Whenever a new paraprofessional employee position is created as a result of combining two (2) or more existing paraprofessional employee positions, the new position shall be advertised in accordance with Subsection 1.(a) above before the new position is filled.

C. FOOD SERVICES

1. Notice of a new food services position or the first vacancy for a food services position in the three (3) respective categories covered by this Agreement will be posted and any food services employee (in the respective category) may apply for said position by submitting a proper bid in writing. Seniority shall govern the appointment subject to the ninety (90) day working probationary period. Succeeding vacancies caused by a transfer resulting from this procedure shall be filled by the Board.

**ARTICLE 14**

**TRANSFERS AND REASSIGNMENTS**

A. EMPLOYEES

1. The Board reserves the right to appoint or retain whom it will to any position.
2. Involuntary transfers and reassignments shall be subject to the provisions of the grievance procedure; however, the decision of the Board shall be final and binding.

B. SECRETARIES

1. Employees who desire transfer or reassignment for the next school year may file a written statement of such desire with the Director of Personnel/Labor Relations. Such statement shall specify the position in which the secretarial employee is interested and shall constitute a commitment that he/she will accept the position if it is offered to him/her.
2. No later than June 1 of each school year, the Director of Personnel/Labor Relations shall cause to be posted in each school building a list of the known secretarial vacancies for the following school year. Any secretarial employee who wishes to apply for a specific position on this list may do so.

- 3 The Director of Personnel/Labor Relations shall consider all requests for transfer or reassignment from members of the secretarial staff as well as applications from others outside the school system.

## **ARTICLE 15**

### **REDUCTION OF STAFF**

#### **A. SECRETARIES**

- 1 In the event of any reduction in force (R.I.F.) district wide seniority (the Board appointment date of employment within this unit) shall apply.
- 2 Any reduction in secretarial staff shall be accomplished in accordance with the following procedure:
  - (a) The secretarial employee(s) affected by such a reduction shall have seniority rights over the most junior secretarial employee in his/her current category of employment.
  - (b) An affected secretarial employee shall have seniority rights over the most junior secretarial employee in the next lower category for which he/she is qualified as per the following list: Head Bookkeeper; Supervising Secretary; Senior Principal Financial Clerk; Principal Financial Clerk; Secretary twelve (12) months; Secretary ten (10) months; Office Assistant twelve (12) months; Office Assistant ten (10) months. These secretarial employees will have no seniority rights in the Career Technician category.
  - c. The employees in the Career Technician category shall have seniority rights only in that respective category.

#### **B. FOOD SERVICES**

1. In the event of any reduction in force (R.I.F.), seniority (the Board appointment date of employment within this unit) shall apply.
2. Any reduction in food services shall be accomplished in accordance with the following procedure:

- (a) The food services employee(s) affected by such a reduction shall have seniority rights over the most junior food services employee in his/her current category of employment. Categories are:
  - (1) Secondary Managers
  - (2) Elementary Managers
  - (3) Staff
- (b) An affected food services employee shall have seniority rights over the most junior food services employee in the next lower category (as stated above) for which he/she is qualified, provided he/she has more seniority.
- (c) Affected food services employees shall have seniority rights over the junior food services employees in this category even if their hours of employment are less.

C. PARAPROFESSIONAL

- 1. In the event of any Reduction In Force (R.I.F.), district-wide seniority (the Board appointment date of employment within this unit) shall apply.
- 2. Any reduction in the paraprofessional staff shall be accomplished in accordance with the following procedure:
  - (a) The paraprofessional employee/s affected by such a reduction shall have seniority rights over the most junior paraprofessional employee within his/her current category of employment.
- 3. Paraprofessionals shall not be disciplined or reduced in rank without just cause.

D. BUS DRIVERS

- 1. In the event the Board decides that a Reduction in Force must occur, the reduction must be accomplished in the following manner:
  - (a) Bus drivers must be RIFed according to seniority. The last driver hired must be the first dismissed.

## ARTICLE 16

### REPRESENTATION FEE

- A. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4;
  2. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4;
  3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments; and
  4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with this Agreement.
- B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with the paragraph below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- C. 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 paychecks.

1. In November; or
  2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- D. 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. The list will include names, job titles, and dates of employment for all such employees.
- E. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

## **ARTICLE 17**

### **LIAISON COMMITTEE**

- A. A liaison committee will be formed comprised of members of the unit and the Director of Personnel/Labor Relations.  
(Note: Subsection 13.4 - initial salary placement - shall be reviewed by said committee.)

## ARTICLE 18

### ADMINISTRATION OF CONTRACT

- A. If any provision of the agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.
- B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.
- C. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions(s) of this agreement, either party shall do so by telegram or certified mail-letter at the following:
  - 1. If by Association, to Board at: Ewing Township Board of Education, Board Secretary, Administration Building, 1331 Lower Ferry Road, Trenton, New Jersey, 08618.
  - 2. If by Board, to Association at: The residence of the President of the Association of Ewing Township Educational Support Staff Association (ETESSA).



## ARTICLE 19

### COURSE WORK/TUITION REIMBURSEMENT

#### A. SECRETARIES

1. Whenever a course is required or approved by the Board of Education, the Board of Education then shall pay the full cost of that respective course taken by a secretary in this bargaining unit. A secretarial employee desiring to take courses shall file a course application form with his/her immediate supervisor. The Board of Education shall take action on the request within thirty-five (35) days from the time the form is received by the supervisor.

#### B. PARAPROFESSIONAL

1. Whenever a course is required by the Board of Education, the Board of Education shall pay the full cost of that respective course taken by the paraprofessional employee in this bargaining unit.
2. A paraprofessional employee electing to take a college course(s) at a State approved institution(s) or Board approved organization(s) may receive tuition reimbursement up to a maximum amount of \$350 per person, per contract year. Prior approval of the Superintendent or his/her designee is required before enrollment in the course and the decision of the Superintendent or his/her designee is not subject to the grievance procedure.

#### C. BUS DRIVERS

1. All drivers must attend a defensive driving course during the first sixteen (16) months of employment with the Ewing Township Board of Education. It should be understood that no increases in salary shall take place until certification is received by the Board of Education that the respective driver has completed this obligation. Dismissal from employment with the Ewing Township Board of Education will take place if the obligation as stated above is not completed within the stated time frame. After each four (4) years (prior to the fifth (5th) year) each driver must take a defensive driving course refresher.

## **ARTICLE 20**

### **UNIFORMS**

#### **A. FOOD SERVICES**

1. Beginning in September 1990, a uniform allowance of one hundred dollars (\$100.00) per contract year shall be paid in two (2) equal installments - October 15 and February 15. Payment shall be subject to the approval of the Director of Personnel/Labor Relations. Food service employees who are hired for less than a full school year shall have this amount prorated proportionately.

#### **B. BUS DRIVERS**

1. Jackets will be supplied to all permanent part-time (four (4) hours or more) bus drivers as needed. To be eligible for jackets, employees must have one (1) year of employment with the Board of Education. Jackets are to be worn on all trips other than regular school routes. New employees may purchase jackets if they so desire. Jackets will be replaced as needed per the recommendation of the Transportation Supervisor.

## **ARTICLE 21**

### **MISCELLANEOUS**

#### **A. FOOD SERVICES**

1. Substitutes shall not be considered full time staff, and shall not be eligible for hospitalization, sick leave, personal leave, vacation or other items considered "fringe benefits."
2. The employer may establish reasonable and necessary rules of work and conduct for food services employees. Said rules shall be equitably applied and enforced. Periodic meetings may be requested by either party for the purpose of discussing rules, regulations, and working conditions.
3. Cafeteria employees are to clean tables and chairs in cafeterias. They will not be required to clean walls, nor will they be required to lower or raise cafeteria tables or benches which fold into walls.

## **ARTICLE 22**

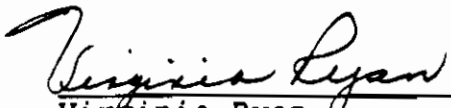
### **TERM AND DURATION**

- A. This agreement shall be in effect as of July 1, 1990, subject to the rights of the parties to negotiate a successor agreement as provided in Article 2.
- B. This agreement shall not be extended orally or in writing, and it is explicitly understood that it shall expire and terminate absolutely on June 20, 1991.

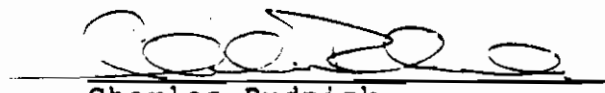
IN WITNESS WHEREOF, the parties have hereto set their hands this

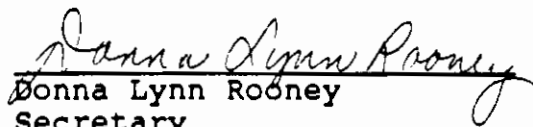
22nd day of October, 1990.

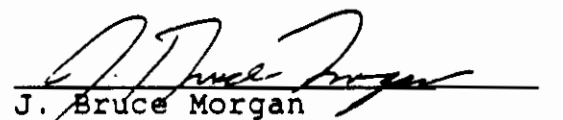
FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Virginia Ryan  
President

FOR THE BOARD OF EDUCATION:

  
\_\_\_\_\_  
Charles Rudnick  
President  
Board of Education  
Ewing Township, New Jersey

  
\_\_\_\_\_  
Donna Lynn Rooney  
Secretary

  
\_\_\_\_\_  
J. Bruce Morgan  
Assistant Superintendent for  
Business/Board Secretary  
Board of Education  
Ewing Township, New Jersey

P90-0005.CBA

APPENDIX "A"

**SECRETARIAL SALARY GUIDES**

**1990-1991**

<u>Pay Level</u>	<u>Supv. Sec.</u>	<u>Prin. Fin. Clerk</u>	<u>Sec. (12 Mo.)</u>	<u>Office Asst. (12 Mo.)</u>	<u>Sec. (10 Mo.)</u>	<u>Office Asst. (10 Mo.)</u>	<u>Career Resource Tech.</u>
0	19,015	18,445	17,147	15,277	14,288	12,730	12,730
1	19,834	19,240	17,886	15,935	14,904	13,278	13,278
2	20,428	19,834	18,480	16,529	15,398	13,772	13,772
3	21,022	20,357	18,970	16,982	15,807	14,150	14,150
4	21,638	20,827	19,513	17,686	16,261	14,737	14,737
5	22,588	21,539	20,301	18,162	16,916	15,132	15,132
6	23,539	22,490	21,284	18,979	17,736	15,814	15,814
7	24,146	23,559	21,857	19,942	18,213	16,617	16,617
8	25,364	25,085	23,304	21,410	19,419	17,839	17,839
9	26,584	26,265	24,958	22,879	20,796	19,064	19,064

- A. The employees filling the position of Head Bookkeeper - Budgetary and Head Bookkeeper - Payroll will receive an additional \$5,000 above the stated amount of the Principal Financial Clerks. The employees filling the position of Head Bookkeeper - Purchasing and Head Bookkeeper - Federal/State Programs will receive an additional \$3,500 above the stated amount of the Principal Financial Clerks.
- B. The ten (10) month range is computed by 10/12 of the twelve (12) month range.
- C. The Employer shall be responsible to determine the placement of all new employees on the salary range.

APPENDIX "B"

BUS DRIVERS SALARY GUIDES

1990-1991

	<u>1990 - 1991</u>
Step 1	\$11.76
Step 2	\$12.22