

Contract no. 1447

PRESSA  
1990-93

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\* 1990-93 AGREEMENT \*  
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\* Between the \*  
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\* PRINCETON REGIONAL EDUCATIONAL SUPPORT STAFF ASSOCIATION \*  
\* \* \* \* \*  
\* and the \*  
\* \* \* \* \*  
\* BOARD OF EDUCATION - PRINCETON REGIONAL SCHOOL DISTRICT \*  
\* \* \* \* \*



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Between the

PRINCETON REGIONAL EDUCATIONAL SUPPORT STAFF ASSOCIATION

and the

BOARD OF EDUCATION - PRINCETON REGIONAL SCHOOL DISTRICT

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PREAMBLE

This Agreement is entered into this 24th day of July, 1990, by and between the Board of Education of the Princeton Regional Schools, Princeton, County of Mercer, State of New Jersey, hereinafter called the "Board," and the Princeton Regional Educational Support Staff Association, hereinafter called the "Association," and represents the complete and final Agreement on all bargainable issues.

ARTICLE 1

RECOGNITION

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

Acting Custodial Supervisor  
Administrative Secretary  
Assistant Grounds Maintenance Supervisor  
Assistant Head Custodian--HS  
Bookkeeper  
Bus Aide  
Chief Mechanic/Boilerman--HS  
Clerk-Typist  
Custodial Supervisor  
Custodian  
Custodian/Boilerman  
Custodian/Bus Driver  
Data Processing Technician  
Executive Secretary  
Food Services Driver (Dishroom Supvr./Dely. Person/Stock Clerk)  
Grounds Crew  
Health Aide/Full- or Part-Time  
Instructional Aide/Full- or Part-Time  
Library Assistant  
Maintenance Personnel  
    Carpenter  
    Helper/Mechanical Systems  
    Painter  
Media Assistant  
Media Center Processor  
Playground/Cafeteria Aide  
Print Shop Operator  
Secretary  
Word Processing Secretary

- B. Positions excluded from the bargaining unit are:

Secretary to the Superintendent  
Executive Secretary to the Assistant Superintendent for  
    Business/Board Secretary  
Executive Secretary in Personnel Services  
Data/Word Processing Analyst in Personnel Services

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

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

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Negotiations

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

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



ARTICLE 3

GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is an appeal by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.
  - a. A grievance based upon the possible interpretation, application, or violation of this Agreement shall be subject to binding arbitration.
  - b. A grievance based upon policies and/or administrative decisions affecting an employee or group of employees will follow prescribed procedures but will not be subject to arbitration.
  - c. The term "grievance" and the procedure relative thereto shall not be deemed applicable to the following:
    - 1) A complaint of a nontenured employee which arises by reason of his/her not being reemployed.
    - 2) A complaint by an employee occasioned by appointment to or lack of appointment to or retention in or lack of retention in any position.
2. A grievance to be considered under this procedure must be initiated by the employee or group of employees within fifteen (15) workdays from the time the employee or group of employees knew or should have known of its occurrence.
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 to resolve the claim.
4. Workdays are those when administrative offices are scheduled to be open.

B. Purpose

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

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement and shall be exclusive of sick leave and scheduled vacation.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
3. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step.
4. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved may not wish to do so.
5. Level 1 Any employee who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.

Level 2 If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) workdays, (s)he shall set forth the grievance in writing to the principal or immediate supervisor with a copy to the Association specifying:

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

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

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

Level 3 The employee, not later than four (4) workdays after receipt of the principal's or immediate supervisor's decision, may appeal the decision to the Superintendent.

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

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

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

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

The Board, or a committee thereof, shall hold a hearing with the employee and render a decision with reasons within thirty (30) workdays of receipt of the grievance by the Board. If the grievance is filed between September 1 and May 15, the hearing shall be held within thirty (30) workdays; if the grievance is filed after May 15, the hearing shall be held within thirty (30) calendar days of September 1.

Level 5 If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by an arbitrator for a grievance over the interpretation, application, or violation of this Agreement, then the Association shall so notify the Board through the Secretary to the Board within ten (10) workdays of receipt of the Board's decision.

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

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

- 1) The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

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

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall be notified that the grievance is in process at the time of submission of the grievance in writing. The Association shall have the right to be present and set forth its position at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

3. The Board and the Association shall assure all parties to a grievance freedom from restraint, interference, coercion, discrimination, or reprisal in following the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance originates above the level of principal, it may be submitted in writing by the Association directly to the Superintendent and the processing of such grievance shall be commenced at Level 3.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in the ARTICLE.
5. In rendering decisions, the Superintendent's designee shall not be a party in interest.

ARTICLE 4

COMPLAINT PROCEDURE

- A. Any complaint regarding an employee made to any member of the Administration by a parent, a student, or a member of the public shall be processed according to the procedure outlined below.
- B. The immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint, and they shall attempt to resolve the matter informally. If they are unable to do so, the supervisor shall provide the employee with a written statement of the complaint prior to the exercise of Section D of this ARTICLE.
- C. The employee shall have the right to be represented by the Association at meetings or conferences regarding such complaint.

D. Procedure

Step 1 In the event a complaint is not resolved to the satisfaction of all parties, the employee may request a conference with the complainant and the supervisor to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2 Any complaint unresolved under Step 1 shall be reviewed by the Superintendent in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3 Upon review of the written complaint, the Superintendent shall confer with all parties within ten (10) workdays.

Step 4 If, after a meeting of the parties, the Superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, (s)he shall forward the results of his/her investigation along with his/her recommendation, in writing, to the Board and a copy to all parties concerned.

Step 5 After receipt of the findings and recommendations of the Superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

ARTICLE 5

SUPPORT STAFF LIAISON COUNCIL

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

ARTICLE 6

EMPLOYEE RIGHTS AND PRIVILEGES

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



ARTICLE 7

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association one copy of agenda and minutes of all public meetings as duplicated and distributed to the Board members and the County Superintendent of Schools; one copy of names and addresses of all employees covered by the unit; and, in response to reasonable requests from time to time, available public information concerning the school district which the Association may require. Nothing contained herein shall impose any obligation upon the Board to disclose any information which may be classified as privileged and/or confidential.
- B. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations or grievance proceedings, (s)he shall suffer no loss in pay.
- C. The Association and its representatives may be permitted to use school buildings without charge in accordance with Board Policy 1330, entitled "Community Use of School Facilities" (Revision #3, adopted March 30, 1982).
- D. Except as provided by law, the rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other employee organization(s) representing any portion of the unit.
- E. The Association is required under the Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of the Agreement have been made for all employees in the bargaining unit and not only for those in the Association.
- F. Association members shall be permitted to attend six (6) meetings per year from 3:30-4:30 p.m. The meetings shall consist of two (2) general membership meetings and four (4) representative council meetings. The schedule of dates shall be presented to the Superintendent for approval no later than October 1 of each school year. By mutual agreement, the schedule may be modified. In the event the meeting is expected to continue beyond 4:30 p.m., prior arrangement must be made with the Superintendent.

ARTICLE 8

BOARD RIGHTS AND RESPONSIBILITIES

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

ARTICLE 9

WORK SCHEDULE

A. Work Year

1. Maintenance and Facilities and Secretarial Personnel

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

Contract Work Periods

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

2. Aide Personnel

- a. For contractual employees, the work year shall be in accordance with the academic calendar adopted by the Board of Education and shall not exceed one hundred eighty-five (185) days.
- b. For hourly employees, the work year shall be determined by the school principal.

B. Work Hours

1. Maintenance and Facilities Personnel

- a. Schedule Posting Work schedules showing the employees' shifts, workdays, and hours shall be posted by the supervisor in each school.
- b. Work Shift Eight (8) hours of work, exclusive of a sixty (60) minute lunch period, shall constitute a work shift. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible. Any involuntary change shall be subject to the provisions of ARTICLE 19 of this Agreement.

- c. Workweek A workweek shall be considered the days Monday through Friday unless a specific position is defined otherwise. Any change in a workweek shall be by mutual consent between the employee and the Superintendent.
- d. Cleanup Period Employees shall be granted a fifteen (15) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal cleanup.

2. Secretarial Personnel

- a. For positions of thirty-five (35) hours per week, the workday shall consist of seven (7) hours exclusive of a sixty (60) minute duty-free lunch hour.
- b. For positions of forty (40) hours per week, the workday shall consist of eight (8) hours exclusive of a sixty (60) minute duty-free lunch hour.
- c. For positions of less than thirty-five (35) hours per week, the workday shall be defined by the principal or immediate supervisor.
- d. Reasonable hours for the workday shall be established by the immediate supervisor.
- e. In scheduling lunch hours and daily work hours, first consideration shall be the needs of the school, after which seniority shall be governing.
- f. Summer Work Hours Effective July 1, 1990, all newly hired personnel shall work the same schedule year-round. For employees hired on or before June 30, 1990:
  - 1) Summer hours shall be effective immediately upon the close of school in June through August 31.
  - 2) For employees who work thirty-five (35) hours per week during the school year, the workday shall consist of six (6) hours exclusive of a sixty (60) minute duty-free lunch hour.
  - 3) For employees on a forty (40) hour week during the school year, the workday shall consist of seven (7) hours exclusive of a sixty (60) minute duty-free lunch hour.
  - 4) Twelve (12) month employees whose schedule is less than thirty-five (35) hours per week shall maintain that schedule during the summer.

5) Work schedules may be adjusted by agreement between the employee and the Superintendent.

g. Employees shall continue to enjoy appropriate rest periods as provided in the past.

3. Aide Personnel

a. For contractual employees, the workday shall consist of seven (7) hours exclusive of a duty-free lunch period.

b. For hourly employees, the working hours shall be determined by the school principal.

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

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

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

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

ARTICLE 10

CALL TIME AND OVERTIME

A. Maintenance and Facilities Personnel

1. Any employee called to return to work outside of his/her regular scheduled shift shall be paid a minimum of two (2) hours at the overtime rate, so long as said two (2) hours are not contiguous with the employee's regular scheduled shift. The supervisor has the right to retain the employee for the entire two (2) hour period.
2. Overtime shall be paid at the rate of time and one-half for all time worked in excess of forty (40) hours in any workweek. For the purpose of determining the forty (40) hours, the following shall count as eight (8) hour days:
  - a. Holidays.
  - b. Paid sick days.
  - c. Paid personal days.
  - d. Paid vacation days.Unapproved absences shall not receive credit for overtime purposes.
3. Emergency call-in work on Saturdays, Sundays, or scheduled holidays which is required as the result of a fire, flood, vandalism, or snow removal shall be paid at double the hourly rate.
4. Employees shall be compensated at the rate of double time for snow removal on any day an employee exceeds his/her eight (8) hour day. Such overtime must be authorized by the Facilities Manager.
5. Employees required to work on Sundays for regularly scheduled and recurring activities and nonschool-scheduled activities will receive double time.
6. Overtime must have the prior written approval of the supervisor when possible. The written authorization must be attached to the attendance report for the period during which overtime is being claimed. Complaints about overtime shall be dealt with in the Support Staff Liaison Council. If unresolved, they shall be subject to the grievance procedure.

B. Secretarial Personnel

1. Any employee called to return to work outside of the regular scheduled shift shall receive a minimum of two (2) hours' pay at the overtime rate, so long as said two (2) hours are not contiguous with the employee's normal work shift.
2. Overtime shall be paid for all hours authorized and worked in excess of the contractual workweek.
  - a. For positions of thirty-five (35) hours per week or less, straight time shall be paid for overtime up to forty (40) hours. Time and one-half shall be paid after forty (40) hours.
  - b. For positions of forty (40) hours per week, time and one-half shall be paid for all time worked in excess of forty (40) hours.
3. For determining the contractual workweek, the following shall count as days worked:
  - a. Holidays.
  - b. Paid sick days.
  - c. Paid personal days.
  - d. Paid vacation days.
  - e. Other approved paid leaves.
4. Unapproved absences shall not receive credit for overtime purposes.
5. Overtime must have the prior written approval of the supervisor when possible. The written authorization must be attached to the attendance report for the period during which overtime is being claimed. Complaints about overtime shall be dealt with in the Support Staff Liaison Council. If unresolved, they shall be subject to the grievance procedure.
6. All conditions for overtime must be mutually agreed to by the employee and immediate supervisor except in case of emergency.

C. Aide Personnel

1. For full-time contractual employees, straight time shall be paid after thirty-five (35) working hours up to and including forty (40) working hours.

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



ARTICLE 11

VACATIONS AND HOLIDAYS

A. Maintenance and Facilities Personnel

1. Vacation Schedule

- a. Vacation eligibility shall be determined as of July 1 of each year.
- b. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.
- c. Employees shall be eligible for vacations on the following basis:
  - 1) First-year personnel--one (1) workday for each full month of service up to a maximum of ten (10) workdays.
  - 2) Over one (1) year, but less than five (5) years of service--ten (10) workdays.
  - 3) Over five (5) years, but less than ten (10) years of service--fifteen (15) workdays.
  - 4) Over ten (10) years of service--twenty-two (22) workdays.
- d. Holidays falling within an employee's vacation period shall not be counted as a vacation day.
- e. Upon resignation, 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. If the full two weeks' notice has not been given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full workdays shall be used in calculating the amount of notice given by the employee.

2. Holiday Schedule

- a. All holidays are scheduled on the premise that the buildings will be closed. If the buildings are open on any of the listed holidays, up to three (3) days of compensating days off (on a day-to-day basis) shall be granted to those who work on those days so that all employees receive a total of eighteen (18) holidays; if more than three (3) days are required, compensation shall be paid at the time and one-half rate. Every effort shall be made to schedule

the compensating day at the convenience of the employee. To cover the buildings on the listed day, supervisors shall request volunteers first, after which seniority will be the determining factor.

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

B. Secretarial Personnel

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

- a. Annual Contracts

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

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

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

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

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

ARTICLE 12

SICK LEAVE

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

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

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

A. Maintenance and Facilities Personnel

1. All employees shall be entitled to fourteen (14) sick-leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. New employees shall earn sick leave on the pro rata basis of one point one six seven (1.167) days per month for the first year.
2. Any employee who shall be absent from work for three (3) or more consecutive workdays for sick leave, or for more than seven (7) workdays in any school year, shall be required to submit acceptable medical evidence substantiating the illness. Any such sick days for which acceptable medical evidence has already been provided shall not count toward the seven (7) days.

B. Secretarial Personnel

1. First-year employees shall be entitled to one (1) sick-leave day for each full month (hired on or before the 15th of the month) of employment from date of hire through June 30. Thereafter, sick-leave entitlement shall be as contained in paragraph 2.

2. Annual Contracts

- a. Twelve (12) month employees shall be entitled to fourteen (14) sick-leave days each year, whether or not they report for duty on the first day of the contract year.
- b. Ten (10) month employees shall be entitled to twelve (12) sick-leave days each year, whether or not they report for duty on the first day of the contract year.

C. Aide Personnel

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

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

ARTICLE 13

TEMPORARY LEAVES

- A. Employees shall be entitled to a maximum of two (2) days' leave of absence in 1990-91 and three (3) days' leave of absence in 1991-93 without loss of pay for personal business. These days may not be used to lengthen a vacation or holiday without approval of the reason for the request. The use of said leave is subject to prior approval of the employee's written request which shall be submitted six (6) school days in advance, except in the case of emergency. Employees beginning employment after half the contract period has expired shall receive one (1) day for personal business for the first year of employment.
- B. Five (5) consecutive days' leave of absence without loss of pay will be granted upon request when a death occurs in the immediate family; immediate family is defined to include husband, wife, father, mother, son, daughter, husband's parents, and wife's parents. Said leave shall include either the day of the death or the day of the funeral.
- C. Five (5) consecutive days' leave of absence with pay may be granted when individual circumstances are such that a close relative other than those defined as members of the immediate family should be considered as a member of the immediate family. Said leave shall include either the day of death or the day of the funeral.
- D. One (1) day's leave of absence without loss of pay may be granted upon request to attend the funeral of a relative or a close friend.
- E. Five (5) days' leave of absence without loss of pay may be granted upon request to care for a member of the immediate family who is ill. Employees beginning employment thirty (30) or more days after the first day of the contract period shall receive one (1) family illness day for each two (2) months of completed service to a maximum of five (5) for the first year of employment.
- F. Four (4) days' leave of absence without loss of pay may be granted for the purpose of marriage and honeymoon or up to two (2) days for the purpose of attending the marriage of a member of the immediate family.
- G. Three (3) days' leave of absence may be granted to a husband to provide family care upon the birth of a child.
- H. Other leaves of absence without loss of pay may be granted by the Board for good reason.
- I. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE 14

EXTENDED LEAVES

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

- 1. Pregnancy/Maternity

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

- a. Maternity leave shall be granted subject to the following conditions:
  - 1) An employee shall request such leave as far in advance as is reasonable but in no event less than ninety (90) days to its commencement. An exception may be made for medical emergency documented by a physician's certificate.
  - 2) A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
  - 3) Dates of the leave, specifically in regard to the date of return, shall be arranged based upon medical evidence and administrative considerations.
  - 4) A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.
- b. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth, or other related causes. By mutual agreement between the employee and the Board, the leave period may be shortened.

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

for said period as shall be certified by the Board and by the employee's physician or until she has exhausted her sick leave. The period of disability for the purpose of this section shall be defined as the period commencing one (1) month before the anticipated delivery date and ending one (1) month after the actual delivery or such other period of actual disability as shall be certified to the Board by the employee's physician.

2. Child-Rearing/Adoption Leave

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

E. Unanticipated Leaves

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



- f. During the temporary period of implementing a force reduction, if provisions of this ARTICLE conflict with provisions of other ARTICLES, this ARTICLE shall prevail.

B. Secretarial Personnel

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

C. Aide Personnel

In the event of a reduction in force (RIF), employees will be grouped in the following manner:

1. Beginning employees through fifth year of service.
2. Sixth through tenth year of service.
3. Eleven or more years of service.

All employees within each subgroup are considered equal in service. Lesser service groups must be eliminated before individuals within greater service groups can be RIF'd. The Administration retains the right to choose which employees are RIF'd within a category during a partial RIF.

ARTICLE 17

PROTECTION OF EMPLOYEES

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

ARTICLE 18

EMPLOYEE EVALUATION

A. Personnel Records

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

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

2. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
3. The Board shall not establish any separate personnel file which is not available for the employee's inspection.
4. The Board agrees to protect the confidentiality of personal references and other similar documents.

B. Evaluations--Secretarial Personnel

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

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

ARTICLE 19

EMPLOYMENT, TRANSFERS, AND REASSIGNMENTS

A. Employment Opportunities

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

B. Voluntary Transfers

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

C. Involuntary Transfers

1. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the appropriate supervisor, at which time the employee shall be notified of the reason thereof. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting.
2. When an involuntary transfer or reassignment is necessary, an employee's area of competence and other relevant factors shall be considered in determining which employee is to be transferred or reassigned.
3. Written notice of an involuntary transfer or reassignment shall be given to the employee at least ten (10) workdays prior to transfer or reassignment. The 10-day notice will not be required in cases of emergency.

D. Reclassification

1. Employees transferring to another classification within the same salary guide schedule covered by this Agreement shall not suffer a reduction in contractual salary. Employees promoted to a higher classification shall be placed at the same step on which they had been paid in the lower classification. If a promotion is effective on the date when a normal promotion in the same classification would have taken place, the employee shall be placed on the corresponding higher level.
2. Employees shall not be reduced in job classification without just cause.
3. Any employee reduced in job classification, regardless of compensation, may request and receive from the Superintendent reasons for such reduction. Requests shall be made within fifteen (15) workdays of either the effective date of reduction in job classification or of the date on which the employee was formally notified.

- E. Any reduction in job classification, regardless of compensation, shall be subject to the grievance procedure. This shall not impinge upon the Board's right to abolish positions.

ARTICLE 20

RENEWAL OF TENURE-ELIGIBLE EMPLOYEES

A. Procedure on Recommendation of Nonrenewal

1. Recommendation by Supervisor

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

2. Recommendation by Superintendent

Before recommending to the Board the nonrenewal of employment of a nontenured employee, the Superintendent shall, upon written request from such employee, afford an opportunity to meet informally with the Superintendent to discuss the recommendation.

B. Board Action

1. Offer of Employment or Notice of Termination

On or before April 30 of each year, the Board shall give to each nontenured employee continuously employed by it since the preceding July 1 either (a) a written offer of a contract for employment for the next succeeding contract year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the Board or (b) a written notice that such employment will not be offered.

2. Statement of Reasons

a. Any nontenured employee who receives a notice of nonrenewal of employment may request in writing, within ten (10) workdays after receipt of notice, a statement of reasons for such nonemployment. The request shall be addressed to the Board in care of the Secretary to the Board.

- b. Within twenty (20) workdays after receipt of a request, the Board shall furnish a written statement setting forth the reason or reasons for the Board's determination.

3. Informal Appearance Before the Board

- a. A nontenured employee who has requested a statement of reasons for nonemployment may make a request in writing, within eight (8) workdays of receipt of the statement, for an informal appearance before the Board. The request shall be addressed to the Board in care of the Secretary to the Board.
- b. Within twenty (20) workdays after receipt of a request, the Board or a Board committee of no less than three (3) members shall meet with the employee.
- c. The purpose of granting an informal appearance before the Board to the nontenured employee is to provide an opportunity to dissuade the Board from its determination not to offer employment for the coming school year.
- d. The informal appearance before the Board is not to be an adversary proceeding.
- e. The employee may be represented by counsel or an individual of his/her own choice before the Board and may present witnesses on his/her behalf.
- f. The informal appearance shall be closed to the public.
- g. The conclusions of the Board following the informal appearance shall be communicated to the employee in writing within twenty (20) workdays following the informal appearance.

4. Notification of Intention to Return

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



ARTICLE 21

EMPLOYMENT TERMINATION PROCEDURES

A. Resignation

1. An employee who is resigning from his/her position shall give the normal two weeks' notice. The resignation may be in writing by the employee or a written certification by the supervisor.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
3. If the full two weeks' notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose ten (10) full workdays shall be used in calculating the amount of notice given by the employee.

B. Termination Pay

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

ARTICLE 22

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedule A (Maintenance and Facilities Personnel), Schedule B (Secretarial Personnel), and Schedule C (Aide Personnel), which are attached hereto and made a part hereof.
- B. All employees shall be given written notice of their salary schedules for the forthcoming year not later than June 1, or ten (10) workdays after ratification of this Agreement, whichever comes later.
- C. Upon initial employment, the Board may grant salary guide credit for the same or directly related job experience for the position for which the person is being hired. Prior to actual appointment of a new unit employee, the Administration will review the job description of the position to be filled, as well as the employee's credentials, with the Association President and grievance chairperson.
- D. Pay dates shall be on the fifteenth (15th) and last day of the month unless either date falls on a weekend, holiday, school vacation, or scheduled school closing during the school year, at which time paychecks will be issued on the last regular workday prior to the weekend, etc. In order to receive vacation pay on the pay date immediately preceding the employee's vacation period, the employee must make a request for same at least one full pay period in advance of the pay date immediately preceding the vacation.
- E. Employees may individually elect to have their entire paycheck deposited directly to an account in any bank on the Federal Direct Deposit List.
- F. Specific Salary Provisions--Maintenance and Facilities Personnel
  - 1. Custodial Supervisor A supervisor shall receive compensation based on size of building, age of building, age level of children within the building, and other factors. The compensation is incorporated in the Custodial Supervisor guide in Schedule A. Because of the larger size and greater complexity of the John Witherspoon Middle School and Princeton High School, contractual premiums for the supervisors of those buildings shall be paid in accordance with Schedule A.
  - 2. Assistant Head Custodian and Chief Mechanic/Boilerman (Princeton High School) Compensation for these positions shall be composed of the salary for Custodian/Boilerman plus the amount stipulated in Schedule A.
  - 3. Boilerman Employees hired on or before July 1, 1984, holding a Black Seal license shall receive an additional \$300.

Employees hired in this classification after July 1, 1984, holding a Black Seal license shall be compensated according to Schedule A, Column 2.

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

4. Black Seal License

- a. Custodial employees who do not hold a Black Seal license shall be classified as Custodians and shall be compensated according to the guide for Custodian on Schedule A, Column 1.
- b. A custodian who earns a Black Seal license shall be reassigned to the Custodian/Boilerman guide, Schedule A, Column 2, as of the first day of the month following presentation of appropriate evidence to Personnel Services. After that date, the supervisor may assign such boiler duties as may be deemed appropriate.
- c. The Board shall reimburse the Custodians for costs incurred in obtaining the license to a maximum of \$150.

5. Grounds Personnel

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

6. Night Premium The amount per hour indicated on Schedule A shall be paid to employees who are scheduled to work on the night shift. This amount shall be paid only for hours worked on the night shift by employees assigned to the night shift. Employees assigned to the day shift shall not be eligible to receive night premium for work performed during evening hours. Vacation pay for night employees shall be calculated according to their night shift rate of pay.

7. Custodian/Bus Driver Compensation for this position shall be composed of the salary for Custodian or Custodian/Boilerman plus the amount stipulated in Schedule A.

Upon obtaining the appropriate bus driver's license, the Board shall reimburse the employee appointed to the position for costs incurred in obtaining the license. The annual physical examination required for licensing shall be provided by the school physician, but an employee may elect to be examined by his/her own physician at his/her personal expense.

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

G. Tenure

1. All maintenance and facilities employees hired on or after July 1, 1988, who satisfactorily complete five (5) years of continuous employment from the effective date of employment shall receive tenure.
2. All maintenance and facilities employees who have completed three (3) years of service as of July 1, 1970, shall be considered to have tenure. The annual appointments shall be made for a fixed term ending on June 30 of each contract year.
3. All secretarial employees shall be eligible for and receive tenure in accordance with N.J.S.A. 18A:17-2.
4. All aide employees are not eligible for and shall not receive tenure.

H. Payment at Retirement

Beginning in 1990-91, employees shall be paid for unused sick days at the rate of \$50 per day for 50 percent of their accumulated days to a maximum of \$5,000.

I. Perfect Attendance

An employee who completes one (1) school year with no more than two (2) sick or personal days of absence shall be paid a lump sum of two hundred dollars (\$200).

ARTICLE 23

EMPLOYEE CONDITIONS

A. Maintenance and Facilities Personnel

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

B. Secretarial Personnel

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

ARTICLE 24

INSURANCE PROTECTION

- A. The Board shall carry master insurance contracts which shall make hospital-surgical and major medical protection available to each employee employed twenty (20) hours per week or more, unless the insurance carrier limits eligibility for insurance coverage to employees working a total of more than twenty (20) hours per week.
- B.
  - 1. Health and major medical coverage will be provided through the New Jersey State Health Benefits Plan. Prescription drug coverage will be provided through New Jersey Blue Cross and Blue Shield.
  - 2. Any contemplated change in the carrier shall be discussed by the Board with the Association. The Board has the right to change carriers provided that substantially similar coverage is provided.
- C. The Board agrees to pay not more than \$300 in 1990-91 and 1991-92 and \$326 in 1992-93 per individual employee for an individual dental program. Any excess between the actual premium and stated amounts will be reimbursed to each employee.
- D. For employees who enroll, the Board shall pay the base rate premiums, including family coverage where applicable.
- E. It shall be each employee's responsibility to enroll in and revise his/her medical program coverage in accordance with the needs of his/her family.
- F. Individuals on leave without pay have the privilege of being covered under the group plans on payment of the appropriate premiums.
- G. A tenured employee whose employment has been terminated because of a reduction in force shall continue to be protected under the terms of this ARTICLE for a period of three (3) months after termination or until (s)he obtains employment, whichever comes first.
- H. In 1990-91 the Board agrees to pay the premium for Washington National Disability Insurance, Plan A, for members of the secretarial and aides' unit who qualify for benefits and for all unit members who qualify beginning July 1, 1991. Employees wishing to upgrade the plan may do so at their own expense.
- I. Employees who retire shall be eligible for continuing coverage as defined by the master contract with the New Jersey State Health Benefits Plan.

ARTICLE 25

EDUCATIONAL IMPROVEMENT

- A. The Board shall reimburse the employee for credits earned in courses approved by the Superintendent. The conditions for payment shall be as follows:
1. To qualify for reimbursement the employee's contract shall be for at least twenty (20) hours per week.
  2. Payment shall be made on evidence of satisfactory completion of the course.
  3. Payment by the Board shall be at the rate of \$40 per credit hour.
  4. Maximum payment by the Board during a full contract year shall not exceed twelve (12) credit hours.
  5. For part-time aides, there shall be a paid in-service training program of no less than fifteen (15) hours, which shall be implemented by each building principal.
- B. Payment will be provided by the Board for the cost of courses or other training sessions which an employee is required and/or requested by his/her supervisor to take.

ARTICLE 26

MISCELLANEOUS PROVISIONS

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

Princeton Regional Board of Education  
c/o The Secretary to the Board  
Valley Road Administration Building  
P.O. Box 711  
Princeton, NJ 08542
  - 2. If by Board, to the Association at  

President of PRESSA  
at the appropriate building
- E. Children of staff members shall be permitted to attend Princeton Regional Schools, tuition-free, in all grades.
  - 1. A child enrolled pursuant to this ARTICLE shall be permitted to continue to attend despite the subsequent death of the staff member parent.
  - 2. A tuition-free education will be provided so long as the cost of educating a child of a staff member does not exceed the average-per-pupil expenditure for the education of resident students. In such an event, the child will be permitted to attend only until the next regular break in instruction



(i.e., between kindergarten and first grade, elementary school and middle school, and middle school and high school) unless the employee agrees to pay the difference in per pupil costs.

3. Children of staff members who are RIF'd shall be permitted to attend until the next regular break (i.e., between kindergarten and first grade, elementary school and middle school, and middle school and high school) or until such time as the staff member is removed from the preferred eligibility list.

ARTICLE 27

AGENCY SHOP

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

ARTICLE 28

PERSONAL FREEDOM

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

ARTICLE 29

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 30

FULLY BARGAINED PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by the New Jersey Employer-Employee Relations Act.
  
- B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both.


ARTICLE 31

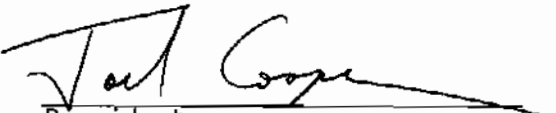
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1990, and shall continue in effect until June 30, 1993, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and their corporate seal to be placed hereon, all on the day and year first above written.

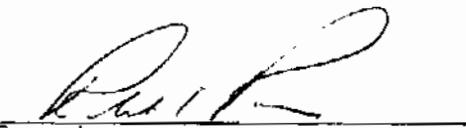
PRINCETON REGIONAL EDUCATIONAL  
SUPPORT STAFF ASSOCIATION

BOARD OF EDUCATION OF THE  
PRINCETON REGIONAL SCHOOL  
DISTRICT

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Secretary

SCHEDULE A

SALARY GUIDE--MAINTENANCE AND FACILITIES PERSONNEL

	<u>01</u> Cust.	<u>02</u> BoTmn.	<u>03</u> Cust. Supv.	<u>04</u> Grnds.	<u>05</u> Carp.	<u>06</u> PaTnt.	<u>07</u> Asst. Grds. Supv.
<u>1990-91 (9.7%)</u>							
1 (0 yrs.)	\$18400	\$19500	\$25547	\$18650	\$25925	\$23022	\$22441
2 (1-3 yrs.)	18768	19890	26058	19018	26444	23482	22890
3 (4-5 yrs.)	19143	20288	26579	19393	26972	23952	23348
4 (6-8 yrs.)	19526	20694	27111	19776	27512	24431	23815
5 (9-10 yrs.)	19917	21107	27653	20167	28062	24920	24291
6 (11 yrs.)	20315	21530	28206	20565	28623	25418	24777
7 (12 yrs.)	20721	21960	28770	20971	29196	25927	25272
8 (13 yrs.)	21136	22399	29345	21386	29780	26445	25778
9 (14 yrs.)	21559	22847	29932	21809	30375	26974	26293
10 (15 yrs.)	21990	23304	30531	22240	30983	27513	26819
11 (16 yrs.)	22429	23770	31142	22679	31602	28064	27355
12 (17+ yrs.)	22878	24246	31764	23128	32234	28625	27903

	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>
<u>1991-92 (9.5%)</u>							
1 (0 yrs.)	\$19803	\$20935	\$27150	\$20053	\$27525	\$24455	\$23950
2 (1-3 yrs.)	20199	21354	27693	20449	28076	24944	24429
3 (4-5 yrs.)	20603	21781	28247	20853	28637	25443	24918
4 (6-8 yrs.)	21015	22216	28812	21265	29210	25952	25416
5 (9-10 yrs.)	21435	22661	29388	21685	29794	26471	25924
6 (11 yrs.)	21864	23114	29976	22114	30390	27000	26443
7 (12 yrs.)	22301	23576	30575	22551	30998	27540	26972
8 (13 yrs.)	22747	24048	31187	22997	31618	28091	27511
9 (14 yrs.)	23202	24529	31811	23452	32250	28653	28061
10 (15 yrs.)	23666	25019	32447	23916	32895	29226	28622
11 (16 yrs.)	24140	25520	33096	24390	33553	29811	29195
12 (17+ yrs.)	24623	26030	33758	24873	34224	30407	29779

	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>
<u>1992-93 (9.0%)</u>							
1 (0 yrs.)	\$21430	\$22699	\$28915	\$21430	\$29475	\$26200	\$25094
2 (1-3 yrs.)	21859	23153	29493	21859	30065	26724	25596
3 (4-5 yrs.)	22296	23616	30083	22296	30666	27258	26108
4 (6-8 yrs.)	22742	24088	30685	22742	31279	27804	26630
5 (9-10 yrs.)	23197	24570	31299	23197	31905	28360	27163
6 (11 yrs.)	23660	25062	31924	23660	32543	28927	27706
7 (12 yrs.)	24134	25563	32563	24134	33194	29505	28260
8 (13 yrs.)	24616	26074	33214	24616	33858	30096	28825
9 (14 yrs.)	25109	26595	33879	25109	34535	30697	29402
10 (15 yrs.)	25611	27127	34556	25611	35225	31311	29990
11 (16 yrs.)	26123	27670	35247	26123	35930	31938	30589
12 (17+ yrs.)	26646	28223	35952	26646	36648	32576	31201

A. <u>Contractual Premiums</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
1. Supervisor			
John Witherspoon	\$1,125	\$1,150	\$1,150
High School	1,475	1,500	1,500
2. Assistant Head Custodian--HS	850	875	875
3. Chief Mechanic/Boilerman--HS	850	875	875
4. Custodian/Bus Driver	625	650	650
B. <u>Night Premium</u>	\$ .30/hr.	\$ .30/hr.	\$ .30/hr.
C. <u>Acting Custodial Supervisor</u>	\$7/day	\$7/day	\$7/day



SCHEDULE B

SALARY GUIDE--SECRETARIAL PERSONNEL

	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>
	Exec. Sec.	Adm'n. Sec.	Bkkpr. D.P.Tech. Print Op. W.P.Sec.	Lib.Asst. Med.Asst. Sec.	Cl.-Typ. Med.Proc.
<u>1990-91 (9.7%)</u>					
1 (0 yrs.)	\$23009	\$20952	\$20343	\$19587	\$16082
2 (1 yr.)	23618	21506	20881	20105	16508
3 (2 yrs.)	24243	22075	21434	20638	16945
4 (3-4 yrs.)	24885	22660	22002	21184	17393
5 (5-6 yrs.)	25544	23260	22584	21744	17854
6 (7 yrs.)	26220	23875	23182	22320	18326
7 (8-9 yrs.)	26914	24507	23795	22911	18811
8 (10 yrs.)	27627	25156	24425	23517	19309
9 (11 yrs.)	28358	25822	25072	24140	19820
10 (12 yrs.)	29109	26505	25735	24779	20345
11 (13 yrs.)	29879	27207	26416	25435	20883
12 (14 yrs.)	30670	27927	27116	26108	21436
13 (15+ yrs.)	31712	28896	28063	27029	22234
<u>1991-92 (9.5%)</u>					
	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>
1 (0 yrs.)	\$25050	\$22820	\$22180	\$21467	\$18050
2 (1 yr.)	25713	23424	22767	22035	18528
3 (2 yrs.)	26394	24044	23370	22619	19018
4 (3-4 yrs.)	27092	24680	23988	23217	19522
5 (5-6 yrs.)	27809	25333	24623	23832	20038
6 (7 yrs.)	28546	26004	25275	24462	20569
7 (8-9 yrs.)	29301	26692	25944	25110	21113
8 (10 yrs.)	30077	27399	26631	25775	21672
9 (11 yrs.)	30873	28124	27336	26457	22246
10 (12 yrs.)	31690	28868	28059	27157	22835
11 (13 yrs.)	32529	29633	28802	27876	23439
12 (14 yrs.)	33390	30417	29564	28614	24059
13 (15+ yrs.)	34274	31222	30347	29372	24696
<u>1992-93 (9.0%)</u>					
	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>
1 (0 yrs.)	\$27125	\$24699	\$24042	\$23250	\$19816
2 (1 yr.)	27843	25352	24678	23865	20341
3 (2 yrs.)	28580	26023	25332	24497	20879
4 (3-4 yrs.)	29337	26712	26002	25146	21432
5 (5-6 yrs.)	30114	27419	26690	25811	21999
6 (7 yrs.)	30911	28145	27397	26494	22581
7 (8-9 yrs.)	31729	28890	28122	27195	23179
8 (10 yrs.)	32569	29655	28867	27915	23792
9 (11 yrs.)	33431	30440	29631	28655	24422
10 (12 yrs.)	34316	31245	30415	29413	25069
11 (13 yrs.)	35225	32073	31220	30192	25732
12 (14 yrs.)	36157	32922	32046	30991	26413
13 (15+ yrs.)	37114	33793	32894	31811	27113

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

12-month - 40-hour week - 1.1428	10-month - 35-hour week - .8333
12-month - 6/7 contract - .8571	10-month - 6/7 contract - .7142
12-month - 5/7 contract - .7142	10-month - 5/7 contract - .5951
12-month - 4/7 contract - .5714	10-month - 4/7 contract - .4762

SCHEDULE C

SALARY GUIDE--AIDE PERSONNEL

A. Classification of Aides

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

2. Definitions

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

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

B. 1990-91

All full-time aides shall be frozen on their 1989-90 step and receive a nine point seven percent (9.7%) increase. During 1990-91 a joint committee shall be established to review and recommend a new salary guide distribution for 1991-92 and 1992-93.

C. Full-Time Aides--Salary

<u>Step</u>	<u>1990-91</u> (9.7%)	<u>1991-92</u> (9.5%)	<u>1992-93</u> (9.0%)
1 (0-1 yrs.)	\$11,321	To Be Determined	
2 (2-3 yrs.)	11,879		
3 (4 yrs.)	12,466		
4 (5 yrs.)	13,082		
5 (6 yrs.)	13,727		
6 (7 yrs.)	14,405		
7 (8 yrs.)	15,114		
8 (9 yrs.)	15,860		
9 (10 yrs.)	16,644		
10 (11 yrs.)	17,465		
11 (12 yrs.)	18,326		
12 (13+ yrs.)	19,232		

D. Part-Time Aides--Salary and Contracts

1. Salaries for part-time aides shall be calculated on the following hourly rates:

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
	(\$ .25)	(\$ .30)	(\$ .30)
First year of employment	\$ 6.90	\$ 7.15	\$ 7.50
Second year of employment	7.55	7.85	8.20
Third year of employment	7.80	8.10	8.45
Fourth year of employment	8.20	8.50	8.85
Fifth year of employment	8.95	9.25	9.60
Sixth year of employment	9.80	10.10	10.45
Employment after sixth year	10.45	10.75	11.05

2. Part-time aides shall be issued contracts specifying the working hours per day they have agreed to with the principal. This shall be the basis of payment for leaves with pay, extraordinary school closing, etc.

SCHEDULE D

LONGEVITY

1. For long service secretarial and aide employees, annual base salaries shall be increased by the appropriate amount calculated as of the first day in July.
2. For long service maintenance and facilities employees, payment will be made on or about the employee's anniversary date.

<u>At the completion of:</u>	<u>Amount to be paid:</u>
12 years	\$ 400
13 years	450
14 years	500
15 years	550
16 years	600
17 years	650
18 years	700
19 years	750
20 years	800
21 years	900
22 years	1000
23 years	1100
24 years	1200
25 years	1300
26 years	1400
27 years	1500
28 years	1600
29 years	1700
30+ years	1800

