

# **CONTRACT**

**FOLSOM EDUCATION ASSOCIATION**

**(Support Staff)**

**and**

**FOLSOM BOARD OF EDUCATION**

**2003-04  
2004-05  
2005-06**

## **PREAMBLE**

In the past, the Folsom Education Association and the Folsom Board of Education have enjoyed a good relationship, one in which the spoken word was sufficient. For better understanding and in light of new laws and rules binding on both parties, the Association and the Board agree that a written contract would best suit the needs of all concerned.

## **ARTICLE I**

### **RECOGNITION**

#### **A. UNIT**

The Board hereby recognizes the Folsom Education Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for the following full-time support staff:

- Secretaries
- Custodians
- Cafeteria workers

#### **B. DEFINITION OF A FULL-TIME EMPLOYEE**

Unless otherwise stated, the term "employee", when used hereinafter in this agreement, shall refer to employees working more than thirty (30) hours per week. References to male employees shall include female employees.

## **ARTICLE II**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

#### **A. DEADLINE DATE**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than November 15 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all full-time employees, be reduced to writing, and be signed by the Board.

#### **B. MODIFICATION**

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 III**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITION**

1. Grievances

A "grievance" is a claim by an employee or the Folsom Education Association based upon the alleged misinterpretation, misapplication, or violation of this collective agreement or administrative decisions affecting an employee or a group of employees.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Folsom Education Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Folsom Education Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim.

## **B. PURPOSE**

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

## **C. PROCEDURES**

1. **TIME LIMITS** - The number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be extended by mutual agreement. Each claim is to be instituted within (30) calendar days from occurrence. In the event the time limit expires on a non-school day, the parties involved will have until the next in-session school day.

2. **LEVEL ONE – CHIEF SCHOOL ADMINISTRATOR** - An employee with a grievance will first discuss said grievance with the Chief School Administrator, either directly or through the Folsom Education Association's designated representative, with the objective of solving the matter informally.

3. **LEVEL TWO - BOARD OF EDUCATION** - If the grievance is not resolved to the grievant's satisfaction, he, not later than five (5) calendar days after the Chief School Administrator's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Chief School Administrator who shall attach all related papers and forward the request to the Board.

The Board, or a committee thereof, shall review the grievance, and shall, at the option of the Board, or at the request of the grievant, hold a meeting with the employee grievant and render a decision in writing and forward copies thereof to the grievant and the Folsom Education Association within twenty (20) calendar days of the receipt of the appeal by the superintendent, or if a hearing is held, within twenty (20) calendar days of the hearing. The referred hearing shall be held within fifteen (15) calendar days after the receipt of the appeal notice.

In the event the time limit expires on a non-school day, the parties involved will have until the next school day.

4. **LEVEL THREE** - If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant, he may exercise legal rights according to the Statutes

Administrative Code and PERC regulations, such a request to be made known to the Chief School Administrator within twenty (20) days of the receipt of the Board's decision.

## **ARTICLE IV**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

#### **A. USE OF SCHOOL BUILDING**

The Folsom Education Association and its representatives may use the school building at all reasonable hours for meetings related to school activities. The Board of Education secretary shall be notified in advance of the time and place of all such meetings for approval of same. The Folsom Education Association shall pay any custodial fees for evening meetings.

#### **B. USE OF SCHOOL EQUIPMENT**

The Folsom Education Association may use school facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment, calculating equipment, and all types of audio-visual equipment at reasonable times when such equipment is not in use. The Folsom Education Association shall pay for the reasonable cost of materials and supplies incidental to such use.

#### **C. BULLETIN BOARDS**

The Folsom Education Association shall have in each school building the use of a bulletin board in a prominent place, the location of which shall be determined by the Board of Education or its designee. Copies of all materials to be posted on such bulletin boards shall be given to the building principal but no approval shall be required.

#### **D. EXCLUSIVE RIGHTS**

The rights and privileges of the employees' representative as set forth in this agreement shall be granted only to the organization designated as the representative pursuant to Chapter 303, Public Laws 1968, and to no other organization.

## **ARTICLE V**

### **SALARIES**

#### **A. EMPLOYEES COVERED**

Salaries of all employees covered by this agreement are set forth in the schedules that are attached hereto and made a part hereof.

#### **B. FREQUENCY OF PAY**

Each employee shall be paid every other Friday. If Friday is not the last working day of the week, employees will be paid on the last working day of that week. This shall begin in

conjunction with the first pay schedule of 12 month employees after returning to work in September. Final check shall be no later than two weeks after the last working day in June (provided all obligations are met).

### **C. TUITION REIMBURSEMENT**

The Board agrees to pay tuition costs for continuing education coursework related to the employee's job description. Employees must make application and receive approval of such coursework from the Board of Education prior to registration.

Tuition costs will be reimbursed the October following the course upon submission to the Chief School Administrator and Board of Education evidence of participation, official proof of successful completion of course and proof of tuition costs. Total reimbursement costs shall not exceed \$250 per calendar year for the duration of this contract.

## **ARTICLE VI**

### **WORKING HOURS**

The working day shall be in accordance with individual job descriptions.

Employees shall have a thirty (30) minute duty-free lunch.

Employees may leave the building during their scheduled lunch period providing they sign out and upon returning sign in at the office.

## **ARTICLE VII**

### **TEMPORARY LEAVES OF ABSENCE**

#### **A. TYPES OF LEAVE**

Employees shall be entitled to the following temporary leave of absence (non-accumulative) with full pay each year:

1. Personal Leave - Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the superintendent for personal leave shall be made at least one week before taking such leave (except in the case of emergencies) and approval must be received. All unused personal days will be converted to sick days at the end of the school year.

2. Death - Up to five (5) working days at any one time in the event of death of an employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, brother-in-law,

sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and any other member of the immediate household.

3. Good Cause - Other leaves of absence with pay may be granted upon discretion of the Board of Education.

**B. ACCUMULATIVE LEAVE**

Employees shall be entitled to the following accumulative leave with pay:

- 1. - Eleven (11) days sick leave per year for ten month employees.
- Twelve (12) sick days leave per year for eleven month employees.
- Thirteen (13) sick days leave per year for twelve month employees.

Employees shall be informed of their accumulated sick leave with the first paycheck in September.

2. After 18 years in the district, upon retirement, employees will be paid for unused sick days at a rate of 30% of daily salary not to exceed \$17,000.

**C. PAID HOLIDAYS**

Ten month employees shall be entitled to the following paid holidays:

- |                           |                        |
|---------------------------|------------------------|
| Columbus Day              | Veteran's Day          |
| Thanksgiving Day (2 days) | Christmas (2 days)     |
| New Year's Day            | Martin Luther King Day |
| President's Day           | Good Friday            |
| Memorial Day              |                        |

Eleven and twelve month employees shall receive the above days plus Independence Day and Labor Day.

**D. VACATION**

Twelve month employees shall receive one week paid vacation after one year of service; two weeks paid vacation after two (2) years of service; three (3) weeks paid vacation after eight (8) years of service; and four weeks paid vacation (three weeks to be used during summer recess and one week to be used during the school year) after fifteen (15) years of service.

**ARTICLE VIII**

**EMPLOYEE EVALUATION**

Employees will be evaluated in accordance with terms indicated in individual job descriptions. Evaluation reports shall be presented to each employee by his immediate supervisor in accordance with the following procedures.

- a. Such reports shall be issued in the name of the immediate supervisor based on the compilation of reports and observations by any or all supervisory personnel who come in contact with the employee in a supervisory capacity.
- b. Such reports shall be addressed to the employee.
- c. Such reports shall be filed on the forms provided and shall include, when pertinent:
  - Strengths of the employee as evidenced during the period since the previous report
  - Weaknesses of the employee as evidenced during the period since the last report
  - Specific suggestions as to measures which the employee might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- d. Signing of the evaluation by the employee does not signify agreement. It indicates that the employee has seen the report.

## **ARTICLE IX**

### **INSURANCE PROTECTION**

#### **0A. HEALTH INSURANCE CARRIER**

At the beginning of each school year, the Board shall provide health care insurance protection designed below:

1. The health care insurance carrier(s) shall be determined by the Board of Education for the basic hospitalization and medical/surgical coverage and for major medical coverage. Such coverage shall be at least comparable to the existing New Jersey State Health Benefits Plan. The Board shall pay the full premium for each employee and dependents thereof for the NJ Plus Plan (or comparable) regardless of the hire date of the employee. Any upgrades in coverage would be at the employee's expense via payroll deduction. Employees covered in previous contract having already been enrolled in traditional insurance will be grandfathered into that plan if they so desire.

#### **B. DESCRIPTION OF COVERAGE**

The Board shall request the carrier(s) to provide each employee with a description of the health care insurance coverage provided under this article no later than the beginning of the school year which shall include a clear description of the conditions and limits of coverage as listed above.

#### **C. PRESCRIPTION PLAN**

1. The Board shall pay the full premium for each employee and their dependents according to existing employees on record as of June 30, 1997. The co-pay during the term of this contract period shall not exceed \$15. Employees hired after June 30, 1997 will be covered individually and not for dependents unless they pay such dependent coverage in the same manner as health insurance coverage designated above.

2. After fifteen (15) years in the district, upon retirement, employees may continue prescription coverage under the Board's group policy provided the employee pays the full premium to the Board for such coverage.

**D. DENTAL COVERAGE**

1. A dental plan will be provided with the Board paying \$650 per year toward selected coverage for the duration of this contract. The employee may pay the balance of the premium in the form of a payroll deduction.

2. After fifteen (15) years in the district, upon retirement, employees may continue dental coverage under the Board's group policy provided the employee pays the full premium to the Board for such coverage.

**ARTICLE XII**

**MISCELLANEOUS PROVISIONS**

**A. SEPARABILITY**

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 or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**B. PRINTING AGREEMENT**

Enough copies of this agreement shall be printed within ninety (90) days of signing by both parties. The cost of such printing shall be shared equally by both parties to this agreement. Each employee in the Folsom Education Association shall be furnished with a copy.

**C. MILEAGE REIMBURSEMENT**

Employees shall be reimbursed thirty-six (36) cents per mile when traveling with their own vehicle on job related business.

## ARTICLE XIII

### DURATION OF AGREEMENT

#### A. DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless extended in writing.

#### B. STATUS OF INCORPORATION

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respected secretaries, and their corporate seals to be placed hereon, all on the day and year written below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
President, Folsom Education Association

\_\_\_\_\_  
Secretary, Folsom Education Association

\_\_\_\_\_  
President Folsom Board of Education

\_\_\_\_\_  
Secretary, Folsom Board of Education

## **SALARIES - SUPPORT STAFF**

Salaries for all support staff covered in this contract shall be as follows for the term of this contract:

2003-04 School Year - 6.22% Increase

2004-05 School Year - 4.69% Increase

2005-06 School Year - 4.93% Increase