

## ARTICLE I - RECOGNITION

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

Attendance Officer  
Bus Driver/Mechanic  
Campus Monitors  
Clerks (10 months)  
Clerks (12 months)  
Computer Operator  
Computer Technicians  
Courier  
Custodians  
Dispatcher  
Electrician  
Graphics Technician  
Head Mechanic  
HVACR Specialists  
Language Lab. Manager  
Maintenance Workers  
Maintenance Worker/Heavy Equipment Operator  
Painter/Maintenance Workers  
Paraprofessionals  
School Bus Drivers  
Secretaries  
Staff Assignment Officer  
Teaching Assistant  
Turning Point Lead Instructors  
Turning Point Instructors  
Van Attendants

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

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

- B. Unless otherwise indicated, the term "employee," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

- C. Unless otherwise indicated, references to "Chief School Administrator" when used in this agreement, shall encompass the meaning of Chief School Administrator or his/her designee.
- D. The parties reserve the right to petition PERC in the event of a unit dispute.
- E. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit. For any new position created by the Board, the Association shall retain the right to petition the Board and PERC, if necessary, for inclusion in the unit at any time during the duration of this agreement.

## **ARTICLE II - FUTURE NEGOTIATIONS**

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

## **ARTICLE III - GRIEVANCE PROCEDURE**

### A. Definitions

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

### B. Purpose

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

## C. Procedures

### 1. Level one -

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

### 2. Level two -

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

### 3. Level three -

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

### 4. Level four -

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

5. Level five -

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

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

D. Year End Grievance

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

E. Rights of Employees to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

F. Reprisals

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

G. Group grievance

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

H. Separate Grievance File

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

#### **ARTICLE IV - RIGHTS OF THE ASSOCIATION**

- A. There shall be no discrimination, interference, restraint or coercion by the Board of Education or the Association or any of its representatives against members of the Association because of their membership or lack of membership in the Association. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Representatives of the Association and its parent organization shall be permitted to transact reasonable official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.
- B. The Association shall have the right to use school mailboxes and inter-school mail facilities. (A courtesy copy of non-confidential material shall be forwarded to the Chief School Administrator or his/her designee.) The responsibility for the contents of communications rests wholly with the author. The Association agrees to hold the Board harmless in the event of claims arising out of the distribution of Association material. In the posting of the Association materials and the use of mailboxes, all such material will be published on official Association stationery and dated. Such material shall be presumed to be authorized by the Association.
- C. The Association shall have the right to use school facilities and equipment after school hours in accordance with district procedures for facility usage. Approval shall not be unreasonably withheld. The Association shall supply all materials and supplies and pay for the reasonable cost of any repairs necessitated as a result thereof.
- D. Whenever any employee is required to appear before the Board or committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or salary, or any increments pertaining thereto, then he/she shall be given notice in accordance with applicable laws and regulations. Any questions or criticism by a supervisor or administrator of any employee and his/her work methodology shall be performed with all due professional courtesy.

E. Information

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

F. Bulletin Boards

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

G. Personal Privacy

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

H. Release Time for Meetings

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

I. NJEA Convention

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

J. New Employee Data

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

K. School Calendar

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

## **ARTICLE V - COMPLAINT PROCEDURE**

### **A. Procedural Requirement**

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

### **B. Meeting with Principal or Immediate Supervisor**

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

### **C. Right to Representation**

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

## **ARTICLE VI - RIGHTS OF THE PARTIES**

### **A. Management Rights and Privileges**

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

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

B. Employee Rights

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

**ARTICLE VII - EMPLOYEE/ADMINISTRATION LIAISON**

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

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

**ARTICLE VIII - WORK YEAR**

A. The work year for ten (10) month employees listed below shall consist of 185 days according to the adopted school calendar between September 1 and June 30.

- Attendance Officer
- Campus Monitors
- Language Lab Manager
- Paraprofessionals
- Staff Assignment Officer
- Teacher Assistant

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

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

- |                      |                                          |
|----------------------|------------------------------------------|
| Bus Driver/Mechanic  | Graphics Technician                      |
| Clerks (12 month)    | Head Mechanic                            |
| Computer Operator    | HVACR Specialists                        |
| Computer Technicians | Maintenance Workers                      |
| Courier              | Maintenance Worker/Heavy Equip. Operator |
| Custodians           | Painter/Maintenance Workers              |
| Electrician          | Secretaries                              |



- D. The work year for school bus drivers and van attendants shall consist of 180 days according to the adopted school calendar between September 1 and June 30. One (1) additional day with pay for orientation is to be scheduled in advance during the week prior to the official opening of school. At the beginning of each school year, each employee shall be given a calendar of work days for the year.
- E. The work year for the dispatcher shall consist of 200 days between September 1 and June 30 (181 days of district calendar plus additional days assigned by supervisor of transportation.)
- F. The work year for the Turning Point Lead Instructors and Turning Point Instructors shall be 180 days.

## **ARTICLE IX - WORK HOURS**

### A. Work Hours

#### 1. Custodians

Work hours shall be eight (8) consecutive hours per day including a thirty (30) minute duty free lunch or supper period. Lunch or supper shall be eaten and breaks taken on the job site to which the employee has been assigned. Work hours will be determined by the Custodial Supervisor as approved by the School Business Administrator in accordance with the needs of the district and include no "clean up" time at the beginning or ending of the workday. Work days will be Monday through Friday with the exception of those custodians assigned to the Saturday through Wednesday schedule.

#### 2. Computer Technicians/Courier/Graphics Technician

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

#### 3. Paraprofessionals/Teacher Assistants/Language Lab Manager

Work hours shall be seven (7) hours (including a thirty (30) minute duty free lunch period). The district may extend the workday of any paraprofessional by  $\frac{1}{4}$  hour for any school year or portion of a school year based on the needs of the district. Paraprofessionals whose day is extended will be compensated for the additional time based on the paraprofessional's per diem rate. This  $\frac{1}{4}$  hour will first be staffed by volunteers. If an insufficient number of volunteer paraprofessionals is available, this time will be filled by paraprofessionals assigned by the principal. The selection of the paraprofessional will be the sole decision of the principal. Paraprofessionals will receive two (2) weeks notice prior to the beginning or ending of such a workday increase.

4. Secretaries/Clerks/Computer Operator

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

5. Staff Assignment Officer

Work hours shall be as approved by the Assistant Superintendent. A minimum of five and one half (5½) hours per day is guaranteed.

6. Attendance Officer

Work hours shall be seven and one-half (7½) hours (including a thirty [30] minute duty-free lunch period).

7. Campus Monitors

Work hours shall be eight (8) hours per day (including a thirty [30] minute duty free lunch period).

8. Bus Drivers/Van Attendants

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

a. Cancellations

(1) If a field trip is scheduled on other than a regular workday and is not canceled within two hours of the start of the trip, the driver shall be paid for two hours work at his/her rate of pay.

(2) Bus drivers covering field trips shall be paid from the time they punch-in until the time they punch-out at the completion of the trip and they shall not lose pay for layover time.

b. Notification of absence or tardiness

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

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

9. Mechanics

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

10. Maintenance Workers/HVACR Specialist/Electrician/Painter/Heavy Equipment Operator

a. Day

The day shift shall consist of eight (8) consecutive work hours between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, hours to be established by the Director of Environmental Services as approved by the School Business Administrator, exclusive of a thirty (30) minute lunch period, but including a ten (10) minute clean-up period and two (2) fifteen (15) minute breaks which must be taken at the worksite (building) at which the employee is assigned at the time the break occurs. The School Business Administrator shall not arbitrarily change said work hours with representatives of the Association and shall notify the Association within two (2) calendar days of any proposed change in work hours.

Work hours for all workdays when students are not in attendance shall consist of eight (8) hours, from 7:00 AM to 3:30 PM, exclusive of a thirty (30) minute lunch period.

b. Night

The night shift shall consist of eight (8) consecutive work hours between 2:30 p.m. and 12:00 a.m., Monday through Friday, exclusive of a thirty (30) minute supper period, but including a ten (10) minute clean-up period and two (2) fifteen (15) minute breaks which must be taken at the worksite (building) at which the employee is assigned at the time the break occurs.

c. Shift Reassignment

In the event a Maintenance Worker/HVACR Specialist/Electrician is reassigned from the day shift to the night shift, he/she shall be given one week notice except in the event of an emergency. Effective July 1, 1996, employees so reassigned will receive an additional five (5) percent shift differential for each day assigned. Schedule changes on days when students are not in attendance shall not be considered a shift change.

11. Dispatcher work hours shall be 6:00 - 10:00 A.M. and 1:30 - 5:30 P.M.

12. Turning Point Instructors and Lead Instructors' work hours shall be 8:30 AM to 4:00 PM, including a forty-five (45) minute duty free lunch period.

B. Overtime

1. Bus Drivers/Custodians/Maintenance Workers/HVACR Specialist/Courier/Mechanic/Head Mechanic/Van Attendants

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

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

2. Paraprofessionals/Teacher Assistants/Secretaries/Clerks/Computer Technicians/Graphics Technician/Staff Assignment Officer/Language Lab Manager

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

C. Inclement Weather

Twelve (12) month employees, except mechanics, maintenance, and custodial employees; and ten (10) month employees, except lab managers, paraprofessionals, and campus monitors, are required to work on days when schools are closed, have a delayed opening, or early dismissal due to inclement weather. Those individuals may utilize a vacation day (12 month employees only) or a personal day if they feel they cannot report to work, or they may make up the time or have a deduction for the time not worked. Time must be made up by the end of the next full pay period, in minimum blocks of thirty (30) minutes with the dates and times attached to the payroll report and signed by the administrator. Secretaries, clerks and the computer operator may utilize thirty (30) minutes of their lunch/break time as make up time beginning with the day of the event, provided that a thirty (30) minute lunch period remains on any day they make up time. The Chief School Administrator may at his/her discretion extend the period for make up time when frequent closing/delays occur.

**ARTICLE X - ASSIGNMENTS, REASSIGNMENTS AND PROMOTIONS**

- A. Employees who desire a change in assignment or transfer may file a written statement of such desire with the Chief School Administrator not later than April 15. Such statement shall include the position(s) to which the employee desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. The best interest of the school system, the job requirements and the wishes of the individual employee shall be considered in the determination of requests for voluntary reassignment and/or transfer.

- B. No later than June 15 of each school year, or one (1) week before the last day of the school year for students, the Assistant Superintendent shall post in all work sites a list of known vacancies and those which are anticipated for the following school year. "Work sites" are defined as schools, environmental service office, bus port, community education center, senior center and student services office.
  
- C. Recruitment: Vacancies in the school system will be made known to the staff as they arise. Staff members may apply for any open position and applications for transfers to new or vacant positions will be considered in light of their qualifications and the needs of the school district.
  - 1. When school is in session, notices of vacancies will be posted within four (4) days, in each work site, following the regular Board of Education meeting in which the vacancies were determined.
  - 2. Notice of vacancy will include job area, school, effective date and procedure for applying including salary and job description.
  - 3. During summer months, notice of vacancy will be posted as in (1) and (2) above.
  
- D. Involuntary Transfer and Reassignments
  - 1. Notice of an involuntary transfer or reassignment shall be given to the employee, in writing, at least ten (10) working days prior to transfer or reassignment.
  - 2. Wherever possible, no vacancy shall be filled by means of an involuntary transfer or reassignment if there is a volunteer available and qualified in the judgment of the Board to fill said position.
  
- E. Bus Driver Assignments
  - 1. The Supervisor of Transportation will establish which driver will be assigned to each run in accordance with current policies and this agreement.
  - 2. New runs and permanent vacancies will be filled throughout the year based upon the seniority of qualified bidders.
  - 3. Temporary vacancies will be posted as such, and the successful bidder will have no reassignment rights once the temporary assignment ends.
  - 4. Updated driver seniority lists shall be maintained and posted by the Supervisor of Transportation and made available for review. These lists will contain the following information:

- a. One list shall consist of all night and weekend drivers.
- b. The second list will consist of all regular drivers on the seniority list who are available between the hours of 9:15 AM and 2:15 PM.

All full year runs and pick runs will be allotted by seniority prior to the start of the school year. Changes in pick runs and full year runs after November 30 will be at the discretion of the Transportation Supervisor. This provision to extend the date from October 31 to November 30 will expire at the end of this contract.

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

5. Whenever possible, the Supervisor of Transportation will advise a driver(s) of a field trip at least twenty-four (24) hours in advance.
6. Field trips, athletic trips, inspections and any other non-contracted driving will be assigned on a seniority basis. These trips will not be assigned to drivers whose guaranteed hours are 6-3/4 or more per day unless no other driver is available.
7. Summer bus driving/van attendant assignments, when required, will be allocated by the Supervisor of Transportation on the basis of seniority. Payment for summer work will be at the driver's/van attendant's proper step on the salary guide for the upcoming school year.
8. Driver trainers will be selected by the Supervisor of Transportation.
9. If a transportation employee misses more than five (5) midday runs or five (5) late day runs in a school year, the district may declare that the employee has forfeited the run. In such an event the run shall be reposted and assigned by seniority. Sick time, personal day time, or time granted under Article XVI, leaves of absence, will not be counted towards forfeiture occurrences
10. If a driver's run continues into the summer, he/she will have the right to continue that run.

F. Bus Drivers/Van Attendants

1. Drop and Pick

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

2. Bus drivers/van attendants whose bid package includes days when district schools are closed shall work those days to ensure coverage for out-of-district runs. It is understood that these days are part of the work year, that other contract provisions apply, and that individuals are only paid for the actual number of hours worked on such days.
3. Bus drivers/van attendants who are overlooked for seniority-entitled extra hours will not be compensated for the hours missed but will be given first priority for the next assignment.

G. Each September, employees who are interested in "guard duty" assignment at the bus port shall sign up on the posted sign up sheet in the transportation office. Those individuals who meet the Board's criteria of dependability and reliability shall have their names placed on the "guard duty" availability list. Assignment to "guard duty" shall be made from said list on a rotating basis, beginning with the first name, until the list has been exhausted. Thereafter, the assignment procedure shall recommence with the first name on the availability list. Guard duty at the bus port will be at step 1 of the van attendant guide.

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

If sufficient volunteers for guard duty are not found in Transportation, then guard duty will be open to other unit members, then may be opened to non-district employees.

H. Custodian Saturday - Wednesday Schedule

1. Assignment

- a. Each spring, volunteers will be sought from the current night shift custodians in all buildings.
- b. If there are more volunteers than positions available, the Administration will select the volunteer. A volunteer may be rejected if the Administration feels that the volunteer would not be appropriate for the assignment.
- c. If enough volunteers are not available/selected by the Administration, involuntary assignment will be made on the basis of reverse seniority district wide. The least senior person will remain in the assignment until a volunteer is assigned.
- d. When filling custodial vacancies during the year, every effort will be made to hire for the weekend shift to relieve a non-volunteer.

2. Holidays
  - a. When a holiday(s) falls on the regularly scheduled day off, the custodian will get another day(s) off. In the case of a two day holiday, the alternate days off should result in four continuous days off.
  - b. Substitutes will be assigned to cover for the absent custodian.
3. Work day
  - a. Monday-Wednesday, the work day will be the same as for other night custodians in that building.
  - b. Saturday and Sunday will be based on the actual needs of each building.
  - c. The shift will be an eight (8) hour shift within a 10 1/2 hour range between the hours of 7:30 AM and 6:00 PM.
4. Overtime - Saturday and Sunday
  - a. Overtime assignments of less than two (2) hours will be offered first to the weekend person working in that building.
  - b. Overtime of two continuous hours or more will be treated as regular overtime and assigned in accordance with current overtime practices.
5. Weekend Substitute Coverage (priority order)
  - a. Substitutes who have not reached 40 hours will be used for an absence only as the second person at the high school.
  - b. In the rotating seniority order, the custodians in the building that requires the substitute. For schools with boilers, the rotation would be limited to black seal custodians.
  - c. Rotation between the two floating custodians. Both have a Black Seal.
  - d. Other chief custodians in seniority order.
  - e. In the base of emergency absences--one to two hours before shift starts, each custodian will be responsible for obtaining his/her own substitute. A list of names and phone numbers in the following order will be given to each weekend custodian:
    - Straight seniority for building staff (only Black Seal in buildings with boilers);
    - District wide custodian in seniority order (the two floaters);
    - Other chief custodians in seniority order.



## ARTICLE XI - EMPLOYEE EVALUATION

### A. Frequency

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

### B. General Criteria

#### 1. Open Evaluation

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

#### 2. Copies of Evaluation

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

### C. Personnel Records

#### 1. File

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. The review shall be scheduled within two (2) workdays of the request. An employee shall be entitled to have a representative(s) of the

Association accompany him/her during such review. At least once every year, an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain.

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

2. Derogatory Material

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

3. No Separate File

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

D. Non-Renewal, Termination, Suspension, Reduction

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

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

3. Informal Appearance

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

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

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

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

4. Board Determination

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

E. Termination/Resignation

1. A terminated employee shall receive two (2) weeks notice of termination or two (2) weeks pay in lieu of notice, plus accumulated vacation pay, if applicable, based on the proportion of full months worked in the contract year. This provision, however, shall not apply to probationary employees during their first sixty (60) physical days of employment.
2. An employee who is resigning from his/her position shall give the normal two (2) weeks notice.
3. If the full two (2) weeks notice is not given, earned vacation, if applicable, shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.
4. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given. All such vacation time shall be paid at the salary rate currently in effect except that employees whose employment terminates at the end of a contract year shall be paid at the rate in effect during that contract year.

**ARTICLE XII - SALARY POLICY**

A. Method of Payment

1. Twelve (12) Month

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

2. Ten (10) Month

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

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

3. Summer Pay Plan

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

4. Exceptions

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

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

5. Electronic Deposit

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

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

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

6. Final Pay

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

**ARTICLE XIII - SALARIES/REIMBURSEMENTS**

A. Tolls and Emergency Funds

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

1. a detailed itinerary of the trip assigned;
2. a recommended route to follow;

3. sufficient monies to cover all tolls, parking fees and miscellaneous expenses anticipated;
4. all necessary information to obtain assistance in the event of an emergency.

B. Miscellaneous

1. An employee who works during the summer months shall be paid an hourly rate equivalent to his/her current contract according to the salary guide effective July 1st of the same year. In no case shall the rate of pay be less than the employee's own regular rate. Not to include Transportation employees covered by Article X, E (7) regarding summer pay.
2. Bus drivers requested to "pick up" a bus from a garage for repairs, etc., on other than a regular workday, shall be paid at the driver's regular hourly rate for the time worked.

C. Black Seal Boiler License

1. Maintenance personnel and chief custodians who hold a black seal boiler license shall receive a stipend of seven hundred dollars (\$700) in addition to his/her salary.
2. All custodians who hold a black seal boiler license, except chief custodians, shall be placed on the appropriate step of the Black Seal Custodian Salary Guide; however, no additional stipend shall be granted to those placed on said Black Seal Guide.

D. Asbestos removal certified unit members who are approved by the administration for asbestos removal shall receive a stipend of eighteen hundred dollars (\$1800) per year in addition to his/her salary. Individuals who receive this stipend will be required to work overtime to perform the related duties required by the stipend, if there are no volunteers. Such involuntary assignments will be made on a rotating basis among members who receive such stipends.

E. Pesticide licensed unit members approved by the administration to apply pesticides shall receive a stipend of six hundred dollars (\$600) per year in addition to his/her salary. Individuals who receive this stipend will be required to work overtime to perform the related duties required by the stipend, if there are no volunteers. Such involuntary assignments will be made on a rotating basis among members who receive such stipends.

F. Assistant Pool Operator certified unit members approved by the administration shall receive a stipend of one thousand dollars (\$1000) per year in addition to his/her salary.

G. Longevity

1. During each year of this agreement, the Board of Education will pay a longevity stipend to individuals who have completed at least fifteen (15) years of employment in the East Windsor Regional School District.

2. For the purposes of longevity calculations the following provisions will apply:
  - a. A year is defined as at least five (5) months of active service in the school year for ten-month employees and at least six (6) months of active service in the school year for twelve-month employees.
  - b. Time spent as a substitute or as a permanent employee on an unpaid leave of absence will not be credited toward seniority.
  - c. Resignation/termination eliminates all years of service accrued for longevity purposes except that individuals terminated due to a reduction in force who are rehired from the eligibility list will retain all previous years of service.
3. Longevity stipend - \$500 for fifteen (15) years of completed service as of June 30; payment to go into effect the following contract year.

H. Drivers/Van Attendants - who are absent no more than four (4) days may “sell back” unused sick days according to the following schedule:

<u>Days Absent</u>	<u>Sell Back</u>	<u>\$ Per day</u>
0	5	\$ 60
1	4	\$ 50
2	3	\$ 50
3	2	\$ 50
4	1	\$ 50

For the purposes of the sell back, an absence is non-attendance at work for any reason other than personal days. Absence due to a work related injury/illness is considered absence for the purposes of the sell back.

- I. Employees are eligible for tuition reimbursement for professional improvement courses provided that
  1. Courses are related to the employee’s field of work.
  2. Courses must be approved in advance by the Chief School Administrator.
  3. Courses must be successfully completed (where grades are provided, a grade of “B” or higher must be attained).
  4. Not more than six (6) credits or the equivalent of two (2) courses per year shall be reimbursed to a maximum amount not to exceed the prevailing Trenton State College rate for a three credit course.
  5. The total amount available for tuition reimbursement for the entire unit in any contract year shall be \$4250, unexpended funds shall not carry over to the next contract year.
- J. Transportation employees will be reimbursed thirty-five dollars (\$35) for cost of fingerprinting.

- K. All extra work is to be offered first to regular employees based on seniority and availability, using the entire seniority list until exhausted, to those qualified, available and willing to do the work. The list is to be expanded to cover employees up to seven (7) hours, but not if assignment would create overtime.

#### **ARTICLE XIV - EMPLOYMENT PROCEDURES**

A. Medical Examinations (Bus Drivers/Van Attendants)

1. Regular and substitute drivers shall have a pre-employment medical examination as arranged by the Supervisor of Transportation and provided by the school district physician, or the applicant may be examined by his/her personal physician as prescribed by N.J.S.A. 18A:16-2.5.
2. The full cost of the license renewal medical examination shall be borne by the school district if the employee elects to utilize the services of the school physician. The Board shall pay the full cost of the pre-employment medical examination which shall be conducted by the school physician.

B. Bus Drivers License

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

C. Reemployment

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

D. Placement on Salary Schedule

1. New employees shall be placed on step one (1) of the salary guide except that credit may be given on the salary guide for experience in a related field.
2. Transportation
  - a. Credit shall be given to new bus drivers for prior experience in bus or other equivalent driving. The equivalency of experience will be determined by the Board. Newly hired drivers shall be placed on the salary guide step based on actual years of experience. No one will be hired at a salary higher than an in district employee with equivalent or greater years of

credited experience. Credit shall only be given for the time actually worked as a driver.

- b. Five calendar months or more experience in a school year will constitute credit for one full year experience on the salary guide. A calendar month shall be interpreted as all school days within a month, regardless of the number of hours driven per day. This credit shall apply to rate of pay only of all new employees.
- c. Newly hired drivers who do not possess a valid CDL shall be placed on the "trainee" step of the salary guide for a period of six (6) months after acquisition of the CDL. The trainee step shall be equal to the substitute driver rate plus one half (1/2) the difference between the substitute driver rate and the first step on the bus driver guide for that year. Upon successful completion of the six (6) month period, the employee's salary shall be adjusted to Step 1 of the guide, retroactive to the initial date of service.
- d. The Transportation Supervisor will determine how many drivers need to be qualified for use of air brake vehicles and will provide training within six (6) months. Seniority will be used to determine the employee who will be trained first. Those employees who fail to appear for the scheduled training will be bypassed.

### 3. Paraprofessionals-Clerical

The following positions that were called Paraprofessional-Clerical in previous agreements are now classified as 10-month Clerks:

- high school house offices paraprofessionals who work for an administrator
- middle school paraprofessionals who report to an assistant principal
- guidance office paraprofessionals

### 4. Any movement between job classifications as indicated below will result in salary guide placement as follows:

- **TWELVE-MONTH CLERK TO SECRETARY**

Advance the clerk one step on his/her existing guide, increase that number by 7% and then place that employee on the secretary guide at the first step that is higher than the adjusted salary, but in no case will the person be placed on the maximum step.

- **TEN-MONTH CLERK TO SECRETARY**

Move the ten-month clerk to the same numbered step on the twelve-month clerk guide and follow twelve-month clerk to secretary guide at the first step that is higher than the adjusted salary, but in no case will the person be placed on the maximum step.



- PARAPROFESSIONAL TO TEN-MONTH CLERK

Advance the paraprofessional one step on his/her existing guide and then increase that rate by 12.5% to adjust for the longer work day (half hour more per day) and the longer work year (approximately 10 days per year); then place that employee on the ten-month clerk guide at a salary that most closely approximates the paraprofessional's adjusted salary, but in no case will the person be placed on the maximum step.

- PARAPROFESSIONAL TO TWELVE-MONTH CLERK

Advance the paraprofessional one step on his/her existing guide and then increase that rate by 33% to adjust for the longer work day (half hour more per day) and the longer work year (48 more days: i.e., 243 day work year less 10 vacation days less 185 day work year for paraprofessionals); then place that employee on the twelve-month clerk guide at the first step that is higher than the adjusted salary, but in no case will the person be placed on the maximum step.

- PARAPROFESSIONAL TO SECRETARY

Advance the paraprofessional one step on his/her existing guide and then increase that rate by 33% to adjust for a longer work day (half hour more per day) and the longer work year (48 more days: i.e., 243 day work year less 10 vacation days less 185 day paraprofessional work year); then place that employee on the secretary guide at one (1) step lower than the adjusted salary, but in no case will the person be placed on the maximum step.

E. Adjustment to Salary Schedule

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

F. Substitutes

1. The Board retains the right to assign substitute drivers/van attendants as needed.
2. If no Maintenance Workers are available, Custodians may serve as substitutes for Maintenance Workers at the Custodian's regular rate of pay.

G. Probationary Period

A probationary period of 60 physical work days is permitted to ascertain the employment suitability of persons being hired. By the end of the 60-day probation period, a formal written decision on continuation of regular employment must be delivered to the probationary worker. During the 60-day period, the probationary worker will be paid regular wages and will receive benefits. Employees, other than transportation

employees who successfully complete the probationary period, shall be reimbursed by the Board for the cost of fingerprinting/background checks. (See Article XIII, Section H for transportation reimbursement.) The Board's decision to discontinue the employment of a probationary employee shall not be subject to arbitration but shall be subject to the grievance procedure.

#### H. Temporary Positions

1. Temporary positions in Grounds/Maintenance may be created by the Board of Education for the grass growing season, April 1 through December 31 only.
2. Temporary positions in Transportation may be created during July and August.
3. Individuals in temporary positions shall be paid substitute wages and receive no benefits.
4. Temporary positions including summer temporary help shall be posted as in 1 and 2 above. Unit member applicants shall be given priority over non-unit member applicants.

### **ARTICLE XV - REDUCTION IN FORCE**

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

#### C. Seniority

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

1. School district seniority is defined as service by regularly employed employees in the school district in the collective bargaining unit covered by this agreement.
2. Seniority for all regularly employed full and part-time employees in a category shall be determined according to the date employed by the Board in that category; except that bus drivers/van attendants shall be placed on a seniority list in the order of appointment by the Board and after having been employed one week as a regular bus driver/van attendant.
3. Employees on an approved leave of absence without pay will be given credit for past experience in this district (seniority and salary) upon his/her return to work. A leave of absence without pay does not count toward seniority.

4. An employee may accrue seniority rights only in categories in which they have been employed. Employees promoted from one category to another continue to accrue seniority in their previous category(ies).
5. Effective September 1, 2001, for the purpose of seniority, there will be three (3) separate paraprofessional categories: Paraprofessional-Classroom, Paraprofessional-Clerical and Paraprofessional-Bilingual. Paraprofessionals hired on or after July 1, 1995, or the effective date on which the new categories were established, will be hired as either Paraprofessional-Classroom, Clerical, or Bilingual and will accrue seniority rights only in the category in which he/she actually performed service to the district.
6. Seniority shall be terminated only in the event of dismissal or resignation from the district. Individuals who were in a position represented by EWRSSA, accepted a different position not represented by EWRSSA, and are RIFFED from that position, or request and are granted reassignment to a position represented by EWRSSA, shall have prior seniority restored.
7. Paraprofessionals hired before July 1, 1995, shall retain all prior seniority credit and shall continue to accrue credit through additional service. They shall be maintained on a single seniority list entitled "Pre 1995 Paraprofessionals". These paraprofessionals shall be permitted to move between clerical and classroom assignments subject to the following conditions:

If a paraprofessional moves from one assignment to another (i.e., clerical to classroom), the paraprofessional must complete training for the new assignment. The training shall not exceed 18 hours. The paraprofessional shall not receive compensation for such training and shall undertake it on his/her own time. Sessions comprising this program shall be no longer than three hours in duration and occur no more than two nights per week.
8. In the use of seniority reduction, the employee(s) affected by such a reduction will be the most junior employee(s) within his/her current category of employment (as listed in the salary guide). Those employees thus affected who have accrued seniority in another category would maintain the same rights in replacing a less senior employee in his/her next previous category of employment.
9. If any full-time and/or part-time employee shall be dismissed as a result of a reduction in employees by the Board for any reason, such employees shall be noted on a preferred eligible list in the order of seniority for reemployment whenever a vacancy occurs in a similar job category from which the employee was dismissed.
10. If any full-time and/or part-time employee listed on the eligible seniority list for reemployment refuses an offer for reemployment by the Board and/or fails to report to work within fifteen (15) calendar days, the employee shall forfeit his/her seniority for reemployment by the Board and be removed from the eligible list.

## **ARTICLE XVI - LEAVES OF ABSENCE**

## A. Leaves Without Pay

### 1. Other

Leaves of absence without pay for good causes may be approved or rejected upon written application to the Chief School Administrator. Such application is to be received by the Chief School Administrator thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Chief School Administrator and would be subject to the concurrence of the Board in writing.

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

### 2. Child Care, Maternity, Paternity, or Adoption

An employee may request, in writing to the Chief School Administrator, a leave of absence without pay for child care, maternity, paternity, or adoption, for a period of not more than one (1) employee work year. A leave for child care, maternity, paternity, or adoption shall, on application, be granted for a period through the balance of the employee work year in which the leave commences. Requests for extensions shall be submitted to the Chief School Administrator and shall be approved or disapproved at the option of the Board on a case-by-case basis.

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

## B. Leaves With Pay

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

### 1. Personal Illness Days

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

N.J.S.A. 18A:30-6. Prolonged absence beyond sick leave period. When absence, under the circumstances described in section N.J.S.A. 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, to a maximum of twelve (12) days for twelve-month employees and ten (10) days for ten-month employees; but in no case less than half pay except transportation department employees who will have the full amount of the substitute or the projected cost deducted.

For transportation department employees only: The Chief School Administrator or his designee will review all such requests for additional days and approve or reject them on a case-by-case basis. Denials of requests are not subject to the grievance procedures.

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

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

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

## 2. Illness in the Immediate Family Days

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

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

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

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

Illness in family days are not provided for transportation department employees.

3. Bereavement leave

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

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

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

Category 2 - three (3) day entitlement (for transportation employees, one occurrence per year):

Grandparents, grandchildren;

Category 3 (other family members) - one (1) day entitlement (for transportation employees, one occurrence per year):

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

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

5. Marriage Days

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

6 . Days for Jury Duty or Subpoena by Court

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

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

7. Days for Other Reasons

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

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

For transportation department employees only: Unused days may be accumulated as personal illness days for use in subsequent years for long-term illness in excess of ten (10) days.

8. Hardship Days

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

9. Military Leaves of Absence

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

**ARTICLE XVII - PAYMENT FOR ACCUMULATED UNUSED SICK LEAVE**

- A. Effective July 1, 1988, any supportive staff employee who retires according to the provisions of the P.E.R.S. in order to receive immediate benefits as opposed to "deferred" benefits and has either twenty (20) continuous years of employment service in the East Windsor School District or has twelve (12) continuous years of service in the East Windsor Regional School District and reaches the minimum age of sixty (60) upon the employee's effective date of retirement shall be eligible for payment for unused sick leave.
- B. In order to receive prompt payment, supportive staff employees must notify the Chief School Administrator no later than December 1 of the year preceding the effective date of retirement.

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

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

- Twenty dollars (\$20.00) per accumulated sick day for one-half (1/2) of all days up to and including one hundred (100) days.
- Twenty-five dollars (\$25.00) per accumulated sick day for one-half (1/2) of all days beyond one hundred (100) days.

### **ARTICLE XVIII - VACATION DAYS**

(Excluding: Attendance Officer, Bus Drivers, Computer Technicians, Campus Monitors, Language Lab Manager, Paraprofessionals, Teacher Assistants, 10-month Clerks, Substitute Assignment Officer, Turning Point Instructors Van Attendants.)

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

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

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

### **USE OF VACATION DAYS**



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

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

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

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

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

Employees may "bank" seven (7) days to be used in the budget year following the year they should have been used. Such days must be used at the discretion of the supervisor during that following budget year. Employees must notify the Personnel Office by June 30 of the intent to bank days.

B. Holidays

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

**ARTICLE XIX - DEDUCTION FROM SALARY**

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

B. Annuities

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

C. Agency Shop

1. Purpose of Fee

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

2. Fee Notification

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

3. Fee for Part-Time Employees

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

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

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

5. Demand and Return System

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

Furthermore, the Association agrees to make all non-Association members aware of their legal rights of appeal and of the procedures available for such an

appeal. The Association recognizes that no representation fee may legally be deducted until after the Board has received evidence of the establishment and maintenance of the demand and return system.

6. Non-Member Notification

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

7. Indemnification

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

8. Payroll Deduction Schedule

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

9. Mechanics

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

10. New Employees

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

D. The Association will secure the signatures of its members on the Automatic Payroll Deduction Forms and deliver the signed forms to the Board (School Business Administrator).

E. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board (School Business Administrator).

## ARTICLE XX - INSURANCE PROTECTION

### A. Injury Insurance

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

### B. Health Insurance (other than Transportation and Turning Point employees)

The Board maintains, at Board expense, group health insurance coverages for these employees and dependents as follows: a hospitalization plan with a \$100 individual/\$200 family annual hospital admittance deductible, a medical plan with \$100 individual/\$200 family deductible plus 80 percent co-insurance, a major medical plan with a lifetime maximum of two million dollars (\$2,000,000), a dental plan and a prescription plan. Said prescription plan shall have co-pays as follows:

- Effective July 1, 2002 – five dollars (\$5) for generic drugs and ten dollars (\$10) for brand name drugs, for both retail and mail order.
- Effective July 1, 2003 – ten dollars (\$10) for generic drugs and fifteen dollars (\$15) for brand name drugs, for both retail and mail order.
- Effective July 1, 2004 – ten dollars (\$10) for generic drugs and fifteen dollars (\$15) for brand name drugs for retail; fifteen dollars (\$15) generic and twenty dollars (\$20) brand name for mail order drugs

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

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

For Transportation and Turning Point employees only:

1. The Board will pay 100% of a single premium for Aetna/US Health Care medical, dental, and prescription for Transportation and Turning Point employees who work a guaranteed minimum of four (4) hours per day.
2. Dependent coverage may be obtained through Aenta/US Health Care. To be eligible for dependent coverage, the employee must have individual coverage through the district. The premium schedule will be a four tier plan.
  - a. Effective July 1, 2002, the employee must pay 100% of the premium.

b. Effective July 1, 2003, the Board will contribute 20% of the premium cost for Transportation employees only who work forty (40) hours or more per week.

c. Effective July 1, 2004, the Board will contribute 30% of premium cost for dependent coverage for transportation employees only who work thirty-five (35) hours or more per week.

3. Employees who elect a basic plan whose premium is less than the Board's contribution may credit the difference in premium toward the payment for dependent coverage, prescription and dental plans. Transportation And Turning Point employees may not elect CIGNA Health Plan for individual or dependent coverage.

4. Health insurance will become effective the first (1<sup>st</sup>) of the month following thirty (30) days of contracted employment.

C. Liability Insurance

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

D. At any time during the term of this contract, the Board of Education may change health insurance coverage to the New Jersey State Health Benefits Plan.

**ARTICLE XXI - MISCELLANEOUS**

A. Whenever any notice is required to be given by either parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so in writing with acknowledgment.

1. If by Board, to Association at:

President of East Windsor Regional Supportive Staff Association  
Office Address

2. If by Association, to Board at:

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

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

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

- D. All Transportation employees will be provided with a windbreaker with insignia.
- E. The Board will provide rain slickers to the paraprofessionals who are required to work outside; however, the slickers must remain at the schools. Maintenance personnel, bus mechanics, custodians, and chief custodians who have successfully completed their probationary period and who are assigned to work in extreme weather conditions such as snow shall be given an initial clothing allowance of one hundred dollars (\$100) in the first year of employment (separate check) and fifty dollars (\$50) per year each year thereafter toward the purchase of "foul weather gear" which shall become the personal property of the employee. Said clothing allowance shall be paid on or about December 15<sup>th</sup> each year.
- F. A committee comprised of Assistant Superintendent, School Business Administrator/Board Secretary, Supervisor of Transportation, the Association President, and representatives from Transportation staff will meet and discuss issues related to the Transportation Procedures Manual.

#### **ARTICLE XXIII - DURATION**

The Board and the Association agree that all negotiable items have been discussed during the negotiations leading to this agreement and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not through the life of this agreement, expiration date June 30, 2005. If a successor agreement has not been ratified by the termination date of this agreement, this agreement will remain in full force and effect until such time as a successor agreement has been ratified.

IN WITNESS WHEREOF, the President and Secretary of the Association have hereunto set their hands and seals, and the Board has caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 1<sup>st</sup> day of September, 2002.

Signed, sealed and delivered  
in the presence of

EAST WINDSOR REGIONAL SUPPORTIVE  
STAFF ASSOCIATION

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)  
President

By: \_\_\_\_\_ (L.S.)  
Secretary

ATTEST:

BOARD OF EDUCATION OF EAST WINDSOR  
REGIONAL SCHOOL DISTRICT

By: \_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_ (L.S.)  
President

