

LOWER ALLOWAYS CREEK SUPPORT STAFF ASSOCIATION CONTRACT
JULY 1, 2004 THROUGH JUNE 30, 2007

CONTRACT BETWEEN LOWER ALLOWAYS CREEK
BOARD OF EDUCATION AND LOWER ALLOWAYS CREEK
SUPPORT STAFF ASSOCIATION

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all support staff including:

- a. Aides
- b. Bus Drivers
- c. Custodial/Maintenance Employees
- d. Bus Mechanic

Excluded from the Association are the Secretary to the Chief School Administrator, employees in the Board of Education Office and any other position that is designated as confidential in nature.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws, 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of support staff employment. Such negotiations shall begin in accordance with guidelines adopted by P.E.R.C. Any agreement so negotiated shall apply to all employees, be reduced in writing, be signed by the Board of Education and the Association and be adopted 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 - A grievance shall be defined as a difference or dispute between the parties relative to an alleged violation of the provisions of this agreement. A grievance, to be considered under this procedure, must be initiated in writing within fifteen (15) calendar days from the date when the grievant knew or should have known of its occurrence.

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B. Procedures -

1. Level One - Chief School Administrator

A grievance shall first be filed with the Chief School Administrator. The Chief School Administrator shall render a decision on the grievance within five (5) school days after the grievance is filed with him.

2. Level Two - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) school days after receipt of the Chief School Administrator's decision, may appeal same to the Board of Education. This appeal to the Board of Education must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; (d) his dissatisfaction with the decision previously rendered. The appeal shall be submitted to the Board of Education through the Chief School Administrator. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and the Association within thirty (30) calendar days of receipt of the appeal by the Chief School Administrator or if a hearing is held, within twenty (20) calendar days of the date of the hearing. The hearing referred to herein shall be held within thirty (30) calendar days after receipt of the appeal notice.

3. Level Three - Arbitration

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within the time limits established in Paragraph 2 hereof, he may, within fifteen (15) calendar days after the decision is rendered or the expiration of the time limits for a decision by the Board, whichever applies, request in writing that the grievance be reviewed by a third party. The following procedure will be used to secure the services of a third party arbitrator: Within ten (10) school days after written notice of the request to submit the grievance to arbitration, the Board and the Association shall attempt to agree on a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment, a joint request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall comply with the arbitration rules and regulations of the Public Employment Relations Commission.

The decision of the arbitrator shall be in writing and shall be submitted to the Board and the Association simultaneously. The decision of the arbitrator shall be advisory.

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The cost for the services of an arbitrator, including per diem expenses, if any, and the actual necessary travel, subsistence expenses and the cost of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses shall be borne by the party incurring same.

C. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public.

ARTICLE IV

EMPLOYEE RIGHTS

- A. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates as provided by statute.
- B. Whenever any employee is required to appear before any Administrator or the Board regarding a disciplinary hearing, he shall receive advance written notice and be entitled to a representative of his own choosing.
- C. No employee shall be discharged, suspended, disciplined, reprimanded, reduced in rank or compensation without just cause.

ARTICLE V

RIGHTS OF THE BOARD OF EDUCATION

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

- (a) Direct employees of the School District
- (b) Hire, promote, transfer, assign and retain employees in positions in the School District and when the Board of Education finds cause, to suspend, demote, discharge or take other disciplinary action against employees
- (c) Relieve employees from duty because of lack of work or other legitimate reasons
- (d) Maintain the efficiency of the School District operations entrusted to it

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- (e) Determine the methods, means and personnel by which such operations are to be conducted
- (f) Take whatever actions may be necessary to carry out the mission of the School District in case of emergency

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, any information in the public domain regarding financial data and resources of the District. The Board will also make available information, which may be necessary for the Association to process any grievance. The Board will require the Association to reimburse the Board for reasonable photocopying expenses.
- B. The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings after school hours. Approval shall be required by the Chief School Administrator or his designee.
- C. Use of School Equipment - Subject to the Chief School Administrator's approval, the Association shall have the right to use school facilities (with the exception of the Administrative and Board Secretary's offices) and equipment (with the exception of the kitchen) including computers, printers, copiers, calculators and all types of audio-visual equipment at reasonable times after school hours when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.
- D. Mail Boxes - The Association shall have the right to use the inter-school mailboxes of unit members only as it deems necessary.

ARTICLE VII

SALARIES

- A. Salary Schedule - The salary formula for bus drivers is set forth in Schedule "A" which is attached hereto and made a part thereof.

The salary of all other employees covered under this agreement is set forth in Schedule "B" or Schedule "C" (new employees) which are attached hereto and made a part thereof.

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- B. Method of Payment - 12 Month Employees - Twelve (12) month employees covered under this agreement shall be paid in twenty-four (24) semimonthly installments and payday shall fall on the fifteenth (15) and thirtieth (30) of each month.
- C. Method of Payment - 10 Month Employees - Ten (10) month employees covered under this agreement shall be paid in twenty (20) equal installments on the fifteenth (15) and thirtieth (30) of each month.
- D. Exceptions - When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- E. Salem County Employees Federal Credit Union - Each employee may individually elect to have a designated percentage of his salary deducted from each pay under the rules of the Salem County Employees Federal Credit Union.

ARTICLE VIII

TEMPORARY LEAVE OF ABSENCE

Employees covered under this agreement shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year, subject to the conditions set forth below:

- A. Personal - Personal leave of absence shall be for personal, legal, business, household or family matters which cannot be conducted other than during normal school hours. Any request for a personal leave of absence must be submitted to the Chief School Administrator on the appropriate form at least three (3) school days prior to the date of the anticipated absence, except in cases of emergencies. All personal days must be approved by the Chief School Administrator, but such approval shall not be unreasonably withheld. No more than one (1) employee per classification shall be entitled to a personal leave on the same day. For the purposes of this paragraph, the employee classifications are aides, bus drivers, custodial/maintenance employees and bus mechanic.

Twelve (12) month employees shall be entitled to two (2) personal days.

Ten (10) month employees shall be entitled to one (1) personal day. Effective September 1, 2005, all 10-month employees shall be entitled to two (2) personal days per year.

One personal day may be carried over to the next school year. Only one personal day carry-over is allowed in any one year, non-cumulative.

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- B. Bereavement - Up to five (5) consecutive school days at any one time in the event of the death of any employee's immediate family including the following: spouse, parent, child, brother, or sister. Up to three (3) consecutive school days at any one time in the event of death of any employees son-in-law, daughter-in-law, father or mother-in-law, immediate brother or sister-in-law, immediate grandparents, or grandchild. Bereavement leave shall commence the day after the death of the family member.
- C. Funeral - One (1) day shall be granted for the purpose of attending the funeral of grandparent of a spouse or brother or sister-in-law not included in B above.
- D. Good Cause - Other leaves of absence may be granted by the Board for good reason, with or without pay at Board's discretion.

ARTICLE IX

SICK LEAVE

- A. Twelve (12) month employees covered under this agreement shall be entitled to one (1) paid day of sick leave per month during the term of this contract. Unused sick leave days are accumulative with no maximum limit.
- B. Ten (10) month employees covered under this agreement shall receive ten (10) paid sick days per year. Unused sick leave days are accumulative with no maximum limit.

ARTICLE X

WORK DAY

A. Normal Work Day

- 1. The normal workday for all twelve (12) month employees shall consist of eight (8) hours per day and forty (40) hours per week. The workday of eight (8) hours shall include a one-half (1/2) hour paid lunch period.

Option: Summer hours may be as follows for custodial/maintenance employees and bus mechanic: Four (4) days of ten (10) hours each per week.

This constitutes a normal workweek and will be paid at the normal hourly rate. This is limited to the first full week after school through the last full week before school starts.

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The Board of Education reserves the right to change summer hours at its sole discretion.

2. The normal workday for all ten (10) month employees shall be established by the Board based on need.

- B. Overtime Compensation - Employees covered under this agreement shall be compensated at one and one-half (1 1/2) times their normal hourly rate for work performed above forty (40) hours per week or over eight (8) hours per day. All additional workdays and overtime shall be at the request of the Chief School Administrator. Nothing herein precludes mutual substitution of compensatory time for such overtime.

For special events, at the direction and with prior approval of the Board, cafeteria employees/cafeteria aides shall receive one and one-half (1 1/2) times their hourly rate for the hours worked beyond 35 hours, except those employees who were hired by the Board prior to July 1, 1997. (Grandfathered)

- C. Call-in - Any custodial/maintenance person or bus mechanic called in for an emergency (i.e. burglar alarm, bus emergency) shall receive two (2) hours pay at his regular hourly rate of pay for each "call-in". For any call-in which extends beyond two (2) hours, any additional time will be compensated at one and one-half (1 1/2) times his regular hourly rate. Nothing herein precludes mutual substitution of compensatory time for such time.

If the emergency involves failure of a freezer and the responding custodial/maintenance employee deems it necessary, he will notify the Chief School Administrator and call in appropriate cafeteria personnel.

ARTICLE XI

WORK YEAR AND VACATION

- A. The work year for employees employed on a ten (10) month basis shall be one hundred and eighty-seven (187) days.
- B. All bus drivers shall be required to attend any scheduled in-service training sessions or workshops during each school year. The Board shall determine the number, time and content of said workshops or training sessions, which shall generally be directed toward safer, more efficient operations. All employees attending Board scheduled in-service training sessions or workshops shall be compensated by the Board of Education at their regular hourly rate of pay.

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Any employee who submits a request and whose request is approved by the Administration, is entitled to one day of job related training per year. He/she shall be compensated by the Board of Education at his/her regular hourly rate of pay.

- C. Vacation - The work-year for twelve (12) month employees shall be between July 1 and June 30 and provide for a paid vacation as outlined below:

- a. After 1 year service - 1 week vacation
- b. After 2 years service - 2 weeks vacation
- c. After 5 years service - 3 weeks vacation
- d. After 10 years service-3 weeks and 3 days vacation
- e. After 15 years service - 4 weeks vacation
- f. After 22 years service – 5 weeks vacation

Any employee may bank up to one week of vacation.

Said vacation may be taken only with two (2) weeks advance notice, in writing, and the approval of the Chief School Administrator and is not to be unreasonably withheld.

No employee has any rights to vacation until said employee has been employed for one (1) year by the Board of Education.

ARTICLE XII

HOLIDAYS

- A. Twelve (12) month employees covered under this agreement will receive the following paid holidays:
- a. New Year's Day
 - b. Lincoln's Birthday – Floating Holiday
 - c. Washington's Birthday
 - d. Good Friday
 - e. Memorial Day
 - f. Independence Day
 - g. Labor Day
 - h. Veteran's Day
 - i. Thanksgiving Day and Friday after
 - j. Christmas Day
 - k. Day before Christmas

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Floating Holiday to be defined as follows: If school is in session on the Lincoln's Birthday Holiday, and 12 month support staff employees are required to work on this day, then that holiday may be taken by those support staff members any other day of that year, to be used after Lincoln's Holiday by June 30th of the present year. The 12-month support staff member may take Lincoln's Birthday as a holiday if a substitute is available.

If school is closed and a minimum of two custodians desire to work this day, they may take this holiday any other day during that year, by June 30th.

Twelve (12) month employees covered under this agreement may select either Martin Luther King Day or the day after Christmas as a paid holiday in addition to the list above.

- B. If the administration finds it necessary for a unit member to work on days listed above, the unit member's time shall be computed at one and one-half (1 1/2) times his regular rate for the hours worked.

ARTICLE XIII

VACANCIES

All vacancies, including newly created positions or those vacated due to promotions or resignations, are to be posted so that all support staff are aware of the openings. The President of the Association shall receive a copy of posted notices. Any support staff member who wishes the opportunity to apply for the open position should apply for said position within five (5) days of the announcement.

ARTICLE XIV

PERSONNEL FILES

An employee shall be permitted to review, upon request, the contents of his/her personnel file. The review of said personnel files shall take place in the presence of the Chief School Administrator or his designee at a time convenient to both the employee and the Chief School Administrator or his designee. An employee may request copies of the contents of his/her file and shall bear the cost of such photocopies.

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ARTICLE XV

ADDITIONAL BENEFITS

BENEFITS

All employees who were employed by the Board prior to July 1, 1997 shall continue to be entitled to receive those benefits pursuant to the contract between the parties as it existed prior to July 1, 1997: i.e. they shall be “grandfathered.”

If any grandfathered employee’s hours are reduced to below twenty (20), then that employee will lose this benefit, but will again be eligible when the hours reach 20.

Any employee who does not qualify for the benefits herein set forth shall be entitled to purchase said benefits at his or her own cost and expense pursuant to Board designated and provided group plans so long as the self-payment is not prohibited by the group plan(s) itself.

All employees hired after July 1, 1997, shall be eligible for applicable benefits as herein set forth at Board expense

A. PHYSICAL EXAMINATIONS

The Board will reimburse the employee for the total cost of the exam, less any health insurance contribution upon receipt of proper documentation.

B. HEALTH INSURANCE

For 2004-05, the Board shall provide health care insurance protection under the New Jersey School Employees State Health Benefits Program (SHBP) medical plan coverage, which includes access to prescription drug benefits through the SHBP medical plan coverage. Effective July 1, 2005, the Board shall provide health care insurance protection and prescription drug benefits at a level that is equal to or better than that provided by the SHBP coverage. The Board shall have the right to designate the insurance carrier.

The Board shall provide health care insurance protection for the following employees:

- a. Aides with thirty-five (35) hours per week minimum
- b. Bus Drivers with thirty-five (35) hours per week minimum
- c. Custodial/Maintenance employees with forty (40) hours per week
- d. Bus Mechanic with forty (40) hours per week

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The Board shall pay the full premium for each employee whether individual or family.

Employees who were hired by the Board prior to July 1, 1997 shall be grandfathered in accordance with paragraphs 1 and 2 of this article.

C. DENTAL INSURANCE

For 2004-05 the Board shall provide Dental Insurance coverage through the New Jersey Dental Service Plan Inc. – Plan IIIA. Effective July 1, 2005, the Board shall provide Dental Insurance coverage at a level that is equal to or better than that provided by the NJ State Health Benefits Employee Dental Plan. The Board shall have the right to designate the insurance carrier. The Board shall provide dental insurance coverage to the following employees:

- a. Aides with thirty-five (35) hours per week minimum
- b. Bus Drivers with thirty-five (35) hours per week minimum
- c. Custodial/Maintenance employees with forty (40) hours per week
- d. Bus Mechanic with forty (40) hours per week minimum

The Board shall pay the full premium for each employee whether individual or family.

Employees who were hired by the Board prior to July 1, 1997 shall be grandfathered in accordance with paragraphs 1 and 2 of this article.

D. OPTICAL BENEFIT

Commencing July 1, 1997, the Board will pay up to \$200.00 annually per unit employee for vision care upon presentation of proper documentation. Bills may be submitted for the employee, spouse and legal dependent(s). This benefit shall extend to all unit members covered under this contract.

Employees who were hired by the Board prior to July 1, 1997 shall be grandfathered in accordance with paragraphs 1 and 2 of this article.

E. CLOTHING ALLOWANCE

The Board shall provide a clothing allowance to each custodial/maintenance and bus mechanic as follows:

- \$225 per employee for 2004-05.
- \$250.00 per employee effective July 1, 2005

F. TOOLS

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As of July 1, 1997, any tools purchased by the Board of Education are the property of the Board of Education.

G. LICENSE RENEWAL

The Board shall reimburse any employee in this unit for any costs associated with the renewal of licenses as required by the Board of Education as part of the employee's position. Renewals for substitutes will also be paid as long as they are on an active substitute list.

H. RETIREMENT ALLOWANCE

Any employee who has been employed by the Board for Twenty (20) or more years of service, shall be eligible for a special retirement allowance of \$30.00 per day for each day of accumulated sick days existing on the final day of employment, up to a Cap of \$2500.00. A mutually agreeable method of such payment shall be established. In order to be eligible for a special retirement allowance, the employee must provide written notice to the Board no later than January 15 of the school year preceding the school year when the retirement of the employee first takes effect. If the employee fails to provide timely written notice of retirement, the retirement allowance shall be paid in the next following fiscal year.

I. TUITION/WORKSHOPS

- a. Tuition/Registration Expenses – will be reimbursed for any courses or workshops necessary to fulfill mandated requirements or certifications within an employee's job classification. The reimbursements will be 100% of costs; not to exceed the current tuition rates of the local community college. Enrollment must have prior approval of the Board. The reimbursement will be paid after proof of successful course completion is provided to the Board.
- b. Time – If a required course or workshop is only offered outside of an employee's regular work hours, the Chief School Administrator may adjust the employee's schedule to accommodate the course or workshop schedule.
- c. Testing Fees – the Board will reimburse testing fees incurred by an employee to obtain a required certification. Proper documentation will be provided to the Board prior to reimbursement.

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ARTICLE XVI

JOB SECURITY

In the event of a reduction in force affecting any person employed under the terms and conditions of this contract, employees shall be terminated on the basis of seniority, those with the least seniority in a job classification being first terminated. Such terminated persons shall be placed on a preferred eligibility list for a period of one (1) year from the date of termination. If a vacancy shall occur in the job classification of the employee during said one (1) year period, the terminated employee shall have the first right to be employed in said position. "Job classifications" for the purpose of this Article shall be bus driver, bus aide, classroom aide, cafeteria aide, bus mechanic, custodial/maintenance employees.

ARTICLE XVII

TERM OF AGREEMENT

This is a three (3) year agreement and this agreement shall govern the terms and conditions of employment for the employees described in Article I for the period July 1, 2004 to June 30, 2007.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 13th day of December, 2005.

ATTEST:

LOWER ALLOWAYS CREEK
BOARD OF EDUCATION

Secretary

President

ATTEST:

LOWER ALLOWAYS CREEK
SUPPORT STAFF ASSOCIATION

Secretary

President

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SCHEDULE "A"

BUS DRIVERS' SALARIES

Bus drivers first employed on July 1, 2004 or thereafter shall be paid in accordance with Schedule "C"

<u>NAME</u>	<u>HOURLY RATE OF PAY</u>		
	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
Janet Beal	18.69	19.33	20.00
Lois Beal	19.73	n/a	n/a
Denise Bradway	20.39	21.09	21.82
Wendy Guth	18.71	19.35	20.03
John Hughes	12.65	13.20	13.70

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SCHEDULE "B"
SALARIES

BUS MECHANIC

<u>EMPLOYEE</u>	<u>04-05</u>	<u>05/06</u>	<u>06/07</u>
Kevin Harris	33,800.00 (16.25/hr.)	35,152.00 (16.90/hr)	36,712.00 (17.65/hr)

CUSTODIAL/MAINTENANCE

<u>EMPLOYEE</u>	<u>04-05</u>	<u>05/06</u>	<u>06/07</u>
Debra Butler	38,708.80 (18.61/hr.)	40,060.80 (19.26/hr)	41454.40 (19.93/hr)
Pamela Girtain	24,419.20 (11.74/hr.)	25,376.00 (12.20/hr)	26,416.00 (12.70/hr)
Benjamin Bradway	23,400.00 (11.25/hr.)	24,897.60 (11.97/hr)	26,249.60 (12.62/hr)

CLASSROOM AIDES AND PARAPROFESSIONALS

(Hourly Rate)
(Based on 6 hrs/day)

<u>EMPLOYEE</u>	<u>04-05</u>	<u>05/06</u>	<u>06/07</u>
Betty Drummond	16.40	16.95	17.53
Linda Clour	10.78	11.23	11.72

CAFETERIA AND BUS AIDES

(Hourly Rate)

<u>EMPLOYEE</u>	<u>04-05</u>	<u>05/06</u>	<u>06/07</u>
Marjorie Crompton*	8.95	9.30	9.70
Marilyn Marich*	10.51	10.90	11.36
Theresa Bradley	8.95	9.30	9.70

Any employee qualified as a substitute bus driver will get the higher of their hourly rate or the substitute bus driver rate when acting as a substitute bus driver.

*Salary based on 2 ½ hours per day

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SCHEDULE "C"
STARTING SALARIES FOR PERSONS EMPLOYED
ON JULY 1, 2004 AND THEREAFTER

For the term of this contract, July 1, 2004 to June 30, 2007, the starting salaries will be:

EMPLOYEE

Custodial/Maintenance:	\$8.60
Cafeteria Aides:	\$8.60
Classroom Aides/Paraprofessionals:	\$10.00
Bus Drivers:	\$12.00
Bus Aide	\$8.60
Bus Mechanic	\$14.00

The above listed starting salaries are minimum starting salaries. The Association agrees that the Board shall have authority to negotiate higher starting salaries directly with individual employees based upon qualifications, experience, etc. In no event, however, shall a starting salary be less than the above-described minimums.

Any employee qualified as a substitute bus driver will get the higher of their hourly rate or the substitute bus driver when acting as a substitute bus driver.

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EMPLOYEE ROSTER AS OF 9/1/04

The following are the Support Staff employees who were employed by the Lower Alloways Creek School District as of September 1, 2004.

Classroom Aides or Paraprofessionals:	Linda Clour Betty Drummond
Cafeteria/Playground:	Marilyn Marich Marjorie Crompton
Bus Drivers:	Janet Beal Denise Bradway Wendy Guth John Hughes
Mechanic:	Kevin Harris
Custodial/Maintenance:	Debra Butler Pamela Girtain Benjamin Bradway
Bus Aide:	Theresa Bradley