

AGREEMENT

**BOARD OF EDUCATION
OF THE
WEST WINDSOR-PLAINSBORO
REGIONAL SCHOOL DISTRICT**

AND

**WEST WINDSOR-PLAINSBORO
SERVICE ASSOCIATION**

**JULY 1, 2008 through JUNE 30, 2009 and
JULY 1, 2009 through JUNE 30, 2012**

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ARTICLE I – RECOGNITION

1:1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all employees under contract or on leave of absence now employed, or as hereafter may be employed by the Board including:

Bus Drivers, Van Drivers (if any), Substitute Drivers, 12 Month Custodians, 10 Month Custodians, Assistant Head Custodians, Maintenance Workers, Bus Mechanics, 12 Month Secretaries, 10 Month Secretaries, Secretaries to Administrators, Instructional Assistants, Couriers, Cleaners and Lead Cleaners, Bus Aides, and Cafeteria/Playground Aides.

But excluding: Assistant Transportation Coordinator, Transportation Coordinator, Secretary to the Superintendent, Secretary to the Assistant Superintendent, Secretary to the Board Secretary/Business Administrator and all other personnel.

1:2 Definitions

1:2.1 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.

1:2.2 A substitute driver is defined as one contracted to work the same number of school days as regular drivers, for morning and afternoon coverage at 4½ hours per day, but does not have regularly assigned routes.

1:2.3 ‘Operations Staff’ shall refer to bus mechanics, maintenance workers, assistant head custodians, 12 month custodians and 10 month custodians.

1:2.4 ‘Custodians’ and ‘Custodial Staff/Personnel’ shall refer to 12 month custodians and 10 month custodians only.

1:2.5 The term immediate supervisor, when used in this agreement, shall refer to: Director of Buildings and Grounds, Building Principal, Transportation Coordinator, Supervisor of Special Services, or other Administrator as designated by the Superintendent.

ARTICLE II – NEGOTIATION PROCEDURE

2:1 The parties agree to enter into collective negotiations over a successor agreement. Such negotiations shall begin not later than the date provided by law. A later date may be set for commencement of negotiations if mutually agreed upon.

2:2 Upon request by the Association President, the Board agrees to make known to the president when and where information is available that the Board is required by law to release.

2:3 This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of the agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.

2:4 Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

2:5 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.

2:6 The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this agreement, with any organization other than the Association.

2:7 Neither party shall have control over the selection of the negotiating representatives of the other party.

2:8 Copies of this agreement shall be printed in booklet form and distributed to the members of the bargaining unit promptly. The costs shall be shared between the Board and the Association.

ARTICLE III – GRIEVANCE PROCEDURE

3:1 Grievance Defined

- 3:1.1 A claim by an employee that he/she has suffered a loss or injury as a result of the misinterpretation, misapplication, or violation of this agreement.
- 3:1.2 A claim by an employee that he/she has suffered a loss or injury as a result of misinterpretation, misapplication, violation, or inequitable application of Board policy or administrative decision.
- 3:1.3 The following topics shall not be the subject of a grievance and shall not be brought to arbitration:
 - a. The decision to reassign,
 - b. The decision not to select an employee for a promotion

3:2 Aggrieved Person Defined

- 3:2.1 An Aggrieved person is the person or persons making the claim.

3:3 Purpose

- 3:3.1 The purpose of this procedure is to secure equitable solutions to grievance at the lowest possible administrative level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

3:4 Procedure

- 3:4.1 Grievances should be processed as rapidly as possible; therefore the number of days indicated at each administrative level should be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 3:4.2 Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.
- 3:4.3 Failure at any step of this procedure to communicate a decision on a grievance within the specified time limits shall be deemed a rejection of the grievance and shall permit the aggrieved to proceed to the next step.
- 3:4.4 A grievance to be considered under this procedure must be initiated by the employee or the association within twenty calendar days from the time when the employee knew or should have known its occurrence.
- 3:4.5 It is understood that employees, shall, during and notwithstanding, the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3:5 Level One

- 3:5.1 Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at this level.

3:6 Level Two

- 3:6.1 If, as a result of the discussion, the matter is not resolved satisfactorily within five working days, the grievant shall set forth the grievance in writing to the Assistant Superintendent for Finance, specifying:
 - a. The nature of the grievance;
 - b. The nature and extent of the injury, loss or inconvenience;
 - c. The result of previous discussion; and
 - d. The dissatisfaction with decisions previously rendered.

The Assistant Superintendent for Finance (or designee) shall schedule a meeting to discuss the grievance within twenty (20) working days of receipt of the written grievance, and shall communicate a decision in writing within ten (10) working days of the meeting.

3:7 Level Three

- 3:7.1 The grievant, no later than five working days after receipt of the decision in the foregoing step, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing with the decision previously rendered. The Superintendent shall attempt to resolve the matter as promptly as possible, but within a period not to exceed fifteen working days. The Superintendent shall communicate the decision in writing to the grievant and the immediate supervisor.

3:8 Level Four

- 3:8.1 If the grievance is not solved to the employee's satisfaction, no later than five working days after the receipt of the decision of the Superintendent, he/she may request an informal appearance with the Board. The request shall be submitted in writing to 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, conduct the informal appearance with the employee, if requested, and render a decision in writing within thirty days.
- 3:8.2 The decision of the Board or Board Committee on a claim that he/she has suffered a loss or injury as a result of a misinterpretation, misapplication, violation or inequitable application of Board policy or an administrative decision, shall be binding and not grievable beyond this level.
- 3:8.3 No claim by an employee shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to:
- a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Board of Education or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
 - b. A complaint of an employee which arises by reason of not being re-employed.

3:9 Level Five

- 3:9.1 If the employee is dissatisfied with the decision of the Board and if the grievance pertains to a violation of this agreement between the Board and the Association, the Association may request the appointment of an arbitrator no later than ten working days after the decision in Level Four.
- 3:9.2 In order to process the grievance beyond Level Four, an employee must have the request for such action accompanied by a written recommendation for such action by the Association.
- 3:9.3 Request for appointment of an arbitrator shall be made in accordance with the rules and regulations of PERC, with a copy of the request sent to the Superintendent. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board of Education. The recommendation of the arbitrator shall be binding. This shall be accomplished within thirty working days of the completion of the arbitration hearings.

3:10 Cost of Arbitration

- 3:10.1 Each party shall bear the total cost incurred by itself.
- 3:10.2 The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.

3:11 General Provisions

- 3:11.1 Whenever by mutual agreement of the parties, any representative of the Association or any employee participates in a grievance proceeding during working hours, that person shall suffer no loss in pay. Not more than two association representatives shall be entitled to the benefit of no loss in pay in any grievance proceeding.

- 3:11.2 Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at the option, by a representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, and receive all pertinent documentation.
- 3:11.3 No reprisals of any kind shall be taken by the Board, or by any member of the administration, or by any member of the Association against any party of interest, any representative, any member or non-member of the Association, or any other person by reason of participation or non-participation in the grievance procedure.
- 3:11.4 If, in the judgment of the Association, a grievance affects a group or class of employees, the President of the Association or designee may submit such grievance in writing to the Assistant Superintendent for Finance directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- 3:11.5 All documents, communications and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 3:11.6 Forms for the filing of grievances shall be prepared jointly by the Assistant Superintendent for Finance and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 3:11.7 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

ARTICLE IV – RIGHTS OF THE PARTIES

- 4:1 Pursuant to Chapter 123 Public Laws 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. As a duly selected Board exercising governmental powers under cover of the laws of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, or deprive, or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States.
- 4:2 No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.
 - 4:2.1 Discipline for minor infractions and major infractions may include but is not limited to: verbal warning/reprimand, written warning/reprimand, suspension without pay, and discharge.
 - 4:2.2 New employees shall be on probation for one hundred twenty (120) calendar days. The probationary period shall be extended by the number of days absent during the probationary period. During the probationary period the Board of Education will not be required to prove just cause for taking disciplinary action of any kind, including discharge. If challenged, disciplinary action must be upheld in all respects unless wholly arbitrary, capricious or unreasonable.
- 4:3 Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere or interrupt normal school operations, and that approval has been granted by the immediate supervisor, whose approval shall not be withheld unreasonably.
- 4:4 The Association shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities. A courtesy copy shall be placed in the Superintendent's and Principals' mailboxes. The responsibility for the contents of communications rests wholly with the author. The Association agrees to hold the Board harmless including reimbursing for expenses incurred in the event of claims arising out of the distribution of Association material. The Board shall provide a bulletin board at each work site for the use of the Association. In the posting of the Association materials and the use of mailboxes, a designated Association representative shall indicate responsibility for such posting or mailing by signing the material being posted or mailed, or by a stamp of the Association.
- 4:5 Whenever any employee is required to appear before the Board, any committee thereof, or an administrator/supervisor concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining hereto, then the employee shall be entitled to have a representative of the Association to represent that employee during each meeting or

interview. In the event the employee is required to appear before the Board or any committee thereof, the employee shall be given prior written notice of the reasons for such meeting or interview.

- 4:6 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 4:7 Whenever, by mutual agreement of the parties, any representative of the Association or any employee participates in negotiations during working hours, the employee shall suffer no loss in pay.
- 4:8 Representatives of the Association shall be permitted to use school office equipment at all reasonable times, provided that this shall not interfere with the normal school operations, and provided that approval has been granted by the immediate supervisor. Such approval shall not be unreasonably withheld.
- 4:9 The rights and privileges of the Association and its representative, as set forth in the agreement, shall be granted to the Association as the exclusive representative of the employees and to no other representative organization.
- 4:10 No employee shall be required to use his/her personal vehicle or school business. Any employee who, through mutual agreement, uses his/her personal vehicles for school business shall be compensated at a rate equivalent to the current IRS rate.
- 4:11 Association Days
- 4:11.1 Twelve (12) days with pay per year shall be available for use by the President of the Association or his/her designee to perform Association business. Time off for this purpose must be requested, in writing, and approved in advance by the Assistant Superintendent for Finance or designee. Such approval shall not be unreasonably withheld.
- The President will keep a written log of time off for Association business, which can be reviewed by the Assistant Superintendent of Finance or designee.
- 4:11.2 Association representatives who work the second shift (after 3:00 p.m.) shall be entitled to attend one (1) Association meeting per year, for up to two hours each meeting, without any loss in pay. Representatives shall return to their work sites and complete their shift after the meeting. A list of Association Representatives and a schedule of meeting dates shall be given to the Assistant Superintendent for Finance prior to the meeting. The meeting shall begin no earlier than 7:00 p.m.
- 4:11.3 The building representative(s) shall be allowed to call building membership meetings during the mid-day shift (2:30 p.m. – 3:30 p.m.) when needed. The total time allowed for such meetings shall not exceed one (1) hour in any month. Total number of meetings shall not exceed two (2) in any year. Employees who attend shall suffer no loss in pay. These meetings may include only employees assigned to the building.
- 4:12 Employees shall have the right to write a response to any material that is placed in their central office file. The response shall be attached to the original.
- 4:13 The Board of Education subject only to the language of Chapter 123, Public Laws 1975 and this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations:
- a. To direct employees of the school district;
 - b. To hire, promote, assign, and retain employees in positions within the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;
 - c. To relieve employees from duties because of lack of work, or for other legitimate reasons;
 - d. To maintain the efficiency of the school district operations entrusted to them;
 - e. To determine the methods, means, and personnel by which such operations are to be conducted and;
 - f. To take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.
- 4:14 The Board shall grant Building Representatives one thirty (30) minute release period during the work day each month, as needed. The President of the Association will decide which Building Representative can use the release period, if there is more than one.

ARTICLE V – WORK YEAR/WORK WEEK

5:1 The work week for secretaries, cafeteria/playground aides, bus drivers, bus aides and instructional assistants shall be Monday through Friday during the employee's contract period, with the exception of scheduled vacations and holidays.

5:1.1 The regular workweek for Operations staff is generally Monday through Friday. The Board of Education may create a position(s) whose normal workweek would include Saturday or Sunday at regular pay. If such a position(s) is created, no present employee shall be required to fill it. Posting and advertising shall be the same as for any other position. There will be an annual stipend of \$500.00 for any position which includes Saturday or Sunday as a regular workday (\$1,000 if both Saturday and Sunday are included), if full time, and prorated on that amount if part time.

5:2 Contract Work Periods

5:2.1 Annual Contracts for twelve-month employees are effective from July 1 to June 30 of the following year.

5:2.2 Annual Contracts for ten-month employees are effective from September 1 to June 30 of the following year.

5:2.3 The annual contract of the bus drivers and bus aides shall include the hours to be worked and the tentative route assignment. Efforts will be made to notify employees prior to August 15. Changes in the contract, which occur after the beginning of the school year, will be recorded October 1. Any new runs added after October 1 shall be posted, given out by seniority, and added to the employee's contract. Employee's salary shall be increased retroactive to the date of the addition of the run.

5:2.4 Bus driver's and bus aides' standard contracts are for 182 days, new bus drivers and bus aides may be required to attend orientation days in addition to the 182 days scheduled without additional compensation.

5:2.5 Ten-month secretaries shall report to work on the first day teachers report to work and shall work the school calendar during the school year. The last workday shall be June 30.

5:2.6 Instructional Assistants shall work a minimum of 182 days per year, following the same work year as teachers. Days in excess of 182 days shall be paid at the assistant's regular rate of pay.

5:2.7 An Instructional Assistant called back to work after his/her regular or extended work year has ended will be paid at time and one-half for all hours worked while on call-back.

5:2.8 a. Instructional Assistants shall be notified of renewal or non-renewal for the following school year no later than June 30.

b. Actual assignments will be given to Instructional Assistants no later than the first day of school for students.

c. Any Instructional Assistant who will lose employment due to a reduction in force will receive at least two-weeks notification or two-weeks pay in lieu of notification.

5:2.9 Cafeteria/playground aides shall work on all days that are full school days for students. Time worked on additional days (including days for inservice training) shall be paid at the cafeteria/playground aide's regular rate of pay.

5:3 School Closings/Delayed Openings

5:3.1 When schools are closed due to inclement weather, secretaries, bus drivers, bus aides, cafeteria/playground aides and instructional assistants shall not be expected to report to work.

5:3.2 When cafeteria/playground aides report to work and then schools close due to inclement weather or unforeseen circumstances, they shall receive full pay for a full scheduled day if elementary schools serve lunch.

5:3.3 Whenever schools are closed due to inclement weather, operations staff may be required to work as needed on a rotating basis. Those working will receive 1 ½ times their regular rate for hours worked. The four hour guarantee specified in paragraph 16:7 does not apply to conditions of inclement weather. It is understood that operations staff will be required to report to work as needed only when schools are closed for the entire day or if all schools are closed prior to noon. The above does not apply to delayed openings.

5:3.4 Employees shall be informed if schools are to be closed or delayed as soon as possible.

5:4 Daily Work Hours

5:4.1 Secretaries shall have a workday of seven (7) hours, excluding a 30-minute uninterrupted lunch period.

5:4.2 Operations staff shall have a workday of eight (8) hours including a 30-minute uninterrupted lunch period.

5:4.3 Bus drivers' and bus aides' contracted hours are 7 a.m. to 9 a.m. and 2 p.m. to 4 p.m. unless otherwise specified or for emergency delays. Drivers completing their runs prior to 9 a.m. or 4 p.m. shall be required to stay until their assigned dismissal time. Drivers must report to their assigned locations by the designated time (See also 18:1)

5:4.4 Instructional Assistants shall have a work day of 6 ½ hours, including a forty (40) minute uninterrupted lunch period.

5:4.5 Cafeteria/playground aides shall have a work day of two and one-half (2 ½) hours per day on full student days, and on those days described in Article 5:3.2.

5:4.6 All employees, except for bus drivers, bus aides, cafeteria/playground aides and instructional assistants, shall be entitled to two (2) uninterrupted periods of 15 minutes each for the purpose of a 'coffee break'. The times to be mutually agreed upon by the employee and the immediate supervisor.

5:4.7 On student early release days, all staff (except bus drivers, bus aides and cafeteria/playground aides) are required to work a regular work day. Bus drivers and bus aides shall work the schedule that coincides with the requirements of a student early release day. This shall not preclude the Superintendent from permitting staff to leave early on some student early release days, other than parent conference days. When students are released early due to inclement weather, employees shall be released as soon as possible following completion of their responsibilities.

5:5 Overtime – The Board agrees to pay overtime authorized by the immediate supervisor to all employees except bus drivers (see ARTICLE XVIII) as follows:

5:5.1 Time plus one-half for hours worked beyond forty (40) hours per week. Employees who work less than forty (40) hours per week shall be paid straight time for hours worked.

5:5.2 Time plus one-half for hours worked on Saturdays.

5:5.3 Double time for hours worked on Sundays.

5:5.4 Double time plus holiday pay for those holidays listed on the holiday schedule, not to include floating holidays.

5:5.5 For the purpose of determining overtime, the following shall count as regular hours worked: holidays, vacation days, paid sick leave, paid personal days, and other approved paid leaves granted by the Board.

5:5.6 Authorized opportunity to earn premium pay will be made available to Operations Staff on a rotating basis by seniority within each building or work site. Record keeping shall start September 1 each year, be maintained by the Operations Foreman and be kept in plain view for all employees to see. A refusal will count as a turn for the rotation. Employees will not be offered work in excess of 16 continuous hours except in case of an emergency. Employees on unpaid leave during the payroll week are ineligible for premium pay. If an employee who has received an overtime assignment is out sick the day before the overtime is to be worked, he/she will lose that overtime assignment and it will be reopened to qualified employees. If no qualified employee within the building or worksite accepts this opportunity, it will be made available to qualified employees from other buildings.

5:5.7 The Board will provide employees with an explanation of overtime worked in each pay period.

5:5.8 Whenever a member of the operations staff is required to perform such work as may require overtime, such overtime shall be approved by the employee's Immediate Supervisor.

- 5:6 Unit Work: Work to be done during the year will be made available to contracted employees exhibiting the necessary skills as determined by the immediate supervisor. Employees will be paid their regular rate to forty (40) hours per week, then at time and one half. Work that must be accomplished during the normal workday will be accomplished through the use of substitutes. This paragraph applies to custodians and secretaries only.
- 5:7 Duties and responsibilities in each building shall be distributed in such a way as to make the work load of each custodian reasonably equivalent to the work load of all other custodians in the building.
- 5:8 Secretarial work to be done during the summer will be made available to those ten-month secretaries exhibiting the necessary skills as determined by the appropriate administrator before substitute secretaries are employed. Such employment will be offered to department secretaries, building secretaries, and district secretaries in that order. Ten-month secretaries employed in the summer shall be paid \$10.00 per hour or the then current substitute rate for secretaries whichever is higher. Positions will be posted with closing dates set prior to employment. Secretaries who apply for these summer positions do so with the understanding that they are making a commitment for the position in its entirety, and would be expected to serve the full term of the position as posted.
- Secretarial work done during the school year will be made available to contracted secretaries exhibiting the necessary skills as determined by the appropriate administrator before substitute secretaries are employed. Secretaries shall be paid at their regular rate to forty hours per week, then at time and one half. Work which must be accomplished during the normal workday will be accomplished through the use of substitute secretaries.
- 5:9 Notwithstanding any other language in this Agreement, it is understood that management reserves the right to conduct its operations by the most efficient means available, which includes the use of substitute or temporary employees.

ARTICLE VI – HOLIDAYS

- 6:1 Only secretarial and operations staff shall receive holidays off with pay.
- 6:2 Holidays will be posted each year and will be those nineteen days listed on the annual holiday schedule posted in the central office. Effective July 1, 2010, employees shall have eighteen annual holidays, which shall include 16 holidays specified on the annual holiday schedule and two floating holidays. Effective July 1, 2011, employees shall have seventeen annual holidays, which shall include 16 holidays specified on the annual holiday schedule and one floating holiday. See paragraph 7:9 regarding carry over of unused floating holidays.
- 6:3 All ten-month secretaries will be entitled to those days listed in the school calendar when school is closed for holidays or recess.
- 6:4 In the event the 4th of July falls on a Saturday or Sunday, the employee shall be entitled to celebrate the same on a day designated by the superintendent.
- 6:5 In the event a holiday named in 6:2 falls during an employee's vacation period, then such employee shall not be charged with a vacation day on the holiday.

ARTICLE VII – VACATIONS

- 7:1 Vacation is earned by twelve month employees only. A school year is defined as July 1 through June 30. An employee's first school year of employment is defined as the period from date of hire through June 30. During the first school year of employment, twelve-month employees shall earn vacation days at the rate of .8 days per month worked. These vacation days may be used as earned during the first school year but this use may not exceed the total number of days earned to date. (See Article 7:6 for payment of earned vacation.)
- 7:2 After the first school year of employment, twelve-month employees will be credited on July 1 of each of the following school years with the following amount of annual vacation. These days will be available for use immediately, subject to Article 7:6 for payment of earned vacation.):

second school year through fourth school year:	Ten days
fifth school year through ninth school year:	Fifteen days
tenth school year through fourteenth school year:	Twenty days
beginning with the fifteenth school year:	Twenty-two days

- 7:3 Employees may request vacation time at any time during the year by use of the appropriate request form. Employees' requests shall not be unreasonably denied. The determining factor in granting such requests will be that the building and/or office may be maintained in the employee's absence. In no event, however, shall the request of only one employee be denied. If vacation requests exceed those that may be granted without affecting the operation of the building and/or office, seniority shall be the determining factor in granting vacation requests. Any employee called back from vacation shall be paid 1½ times his/her regular pay and vacation time shall be reinstated.
- 7:4 Vacation schedules shall be posted by June 1 each year.
- 7:5 Preference for selection shall be awarded employees in the order of greater seniority within each classification.
- 7:6 When a twelve month employee terminates employment, the employee shall be paid in full for all unused carryover vacation (if any) and pro-rata for all unused vacation credited for the school year in which employment is terminated. A twelve month employee who leaves prior to the end of his/her final school year of employment will be charged for any vacation days used, but not earned by the time of termination of employment.
- 7:7 Annually, by August 1, twelve month employees shall receive a written accounting of vacation accumulated as of July 1.
- 7:8 If an employee moves from a ten to a twelve month position, he/she shall be placed on the vacation schedule applicable for his/her accumulated time.
- 7:9 Employees may carry over to the following school year up to ten vacation days and floating holidays to be used the next school year. The combined total number of unused floating holidays and vacation days which an employee may carry over to the following school year shall not exceed ten (10) at any time.

ARTICLE VIII – PROTECTION OF EMPLOYEES

- 8:1 Involuntary Transfer
- 8:1.1 In general, notice of an involuntary transfer or reassignment shall be given to the employee at least twenty working days prior to transfer or reassignment.
- 8:1.2 Notice of an involuntary change of runs for bus drivers and bus aides shall be given to the employee at least twenty working days prior to change (except in cases of emergency). Senior drivers have the choice of all runs. If any run is broken up resulting in a reduction in hours, the affected driver shall have the opportunity to select a run held by a less senior driver, not to exceed the hours of the original run. If a run exceeds the hours, the run (in hours) of the top drivers, or goes into overtime, the drivers who are surpassed in hours will have the opportunity to switch runs. In September and in July, runs shall not be given out until runs are listed and posted.
- 8:1.3 Employees who desire a transfer may file a written statement of such desire with the Assistant Superintendent for Finance. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and his/her immediate supervisor. In the event that the employee objects to the transfer or reassignment at this meeting, the Superintendent or designee will meet with the employee upon request. The employee may have an Association representative at all such meetings.
- 8:1.4 In the event of the failure of the Board to re-employ a non-tenured secretary, the said employee may request a meeting with his/her building Principal or Supervisor, a meeting with the Superintendent of Schools, and a meeting with the Board of Education during which the employee may state his/her position relative to the matter.
- 8:2 All new positions and/or open positions shall be posted in each building and a copy forwarded to the President of the Association prior to or simultaneously to any external advertising. The position shall not be filled for at least ten days from the date of posting. Such notification will set forth all pertinent information including work site, work hours, and classification. The posting shall indicate the closing date for receiving applications. The vacancy shall be filled within 60 days from the closing date, and the Association President shall be notified of who received the position. In the event the position is not filled within 60 days, the Association President shall be notified of the reasons why the position has not been filled. If the position is not filled within 90 days, the vacancy shall be re-posted.

- 8:2.1 Employees who receive a promotion shall serve a sixty-calendar days probationary period. The probationary period shall be extended by the number of days absent during the probationary period. During this time the employee and the Association shall be kept informed of the progress the employee is making in the new position. During this probationary period the employee shall continue to accrue seniority in his/her former position. The employee shall retain the right to return to his/her former position (classification and building) in the event the employee and/or the Board of Education determines that the employee shall not continue in the new position. For purposes of this paragraph a promotion is defined as movement to a position which includes an increase in pay, other than a shift differential or other type of stipend. The decision of the Board to return an employee to his/her former position during the probationary period shall not be subject to arbitration.
- 8:2.2 The vacancy shall be filled by the most qualified applicant. If two or more applicants are equally qualified, length of service shall be the determining factor in filling the position.
- 8:3 **Non-Discrimination:** The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of an employee, or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, or marital status.
- 8:4 No employee shall be expected to work in an unsafe or unhealthy condition. When an employee feels such a condition exists, the employee shall notify his/her principal/Director of Buildings and Grounds (whomever is appropriate). If the principal/Director of Buildings and Grounds cannot resolve the problem, he/she shall notify the Superintendent who shall determine whether or not the workday or workstation should be altered. The principal/Director of Buildings and Grounds, shall determine whether the employee will continue to work under the same conditions, pending the determination by the Superintendent of Schools.
- 8:5 Coveralls shall be supplied for dirty work, and ear and eye protection shall be provided as needed, provided this protection shall also be required to be worn.
- 8:6 A room shall be available in each building for the use of operations staff. Every member of the operations staff shall be assigned a locker.
- 8:7 The employee's out-of-pocket medical cost for all medical examinations (with the exclusion of pre-employment examinations) required by the state of New Jersey or the Board of Education shall be reimbursed by the school district to a maximum of \$150. Employees are required to use medical coverage to cover as much of the cost of the medical examination as possible.
- 8:8 Each secretary shall be given written notice of when he/she obtains tenure in the district.
- 8:9 Employees will be protected from potential eye injury as a result of the use of VDT's in conjunction with computers and/or word processors through the installation of anti-glare screens. The alignment and positioning of computers and keyboards will be reviewed by the administration and modifications made where applicable.
- 8:10 Employees shall have the right to use the lunch room, cafeteria, and faculty dining room.
- 8:11 The Board shall supply operations staff members with five uniforms per year for each employee. Operations staff members will have the option of choosing cotton shirts and/or long sleeve shirts within their allotment of five (5) uniforms. Employees shall receive a proper fitting jacket every three years and all employees required to work outdoors shall be provided with proper rain and foul weather gear. Rain and foul weather gear must protect the employee from exposure to the elements and be properly fitted. New employees shall receive their jacket and uniforms immediately after their probation period.
- 8:11.1 Foul weather gear for maintenance and mechanics shall include a pair of insulated coveralls.
- 8:12 The Board shall supply each maintenance employee and mechanic with two pairs of work shoes. Custodians and Assistant Head Custodians shall be provided with one pair of work shoes per year. The cost of shoes shall not exceed \$100. per pair. Custodians and assistant head custodians who purchase work shoes that cost less than \$100. shall be allowed to apply the difference in the actual cost of the shoes and a \$100., to a second pair of shoes. All shoes must have a steel toe and be approved by the Director of Buildings and Grounds. Employees who provide a note from their personal physician shall be exempt from the requirement of wearing steel toed shoes, however, the Board will still provide \$100 per pair toward the purchase of appropriate work shoes. Receipts for shoe purchases must be submitted by October 1. New employees must submit receipts within two weeks of commencing employment.

- 8:13 The Board of Education will provide a hooded jacket for each bus driver, van driver, bus aide and substitute driver every four years. The jacket must be received no later than October 1. All new employees shall receive their jackets immediately after their probation period.
- 8:14 Senior bus drivers shall have the choice of new buses every five years, including buses equipped for the handicapped.
- 8:15 Bus drivers and bus aides shall be given access to a room at all times they are working or expected to work. This room shall contain a computer, printer, copier, refrigerator, stove, kitchen sink, water cooler, exhaust fan, cabinets, table, chairs, pay phones, two-way radio, panic alarm bar, and a bathroom shall be accessible.
- 8:16 The Board shall provide each instructional assistant with a place to lock his/her personal belongings. In each building that has at least one floating instructional assistant, the Board will provide a desk or other workspace to be shared by all floating instructional assistants who use that building. A floating instructional assistant is one who is assigned to more than one classroom.
- 8:17 Upon request, the Association president shall annually receive one hard copy of all evaluation forms used by district personnel.
- 8:18 The Board shall provide an access point in each building by which each member of the bargaining unit will be able to access his/her District email account and the District website.

ARTICLE IX – PROFESSIONAL GROWTH AND DEVELOPMENT

- 9:1 For employees other than instructional assistants, bus aides and cafeteria/playground aides, the Board shall reimburse the employee for 100% of the cost of tuition, registration, lab fees and text books for courses taken at the graduate or undergraduate level. No more than four courses shall be approved in any one year.
- 9:2 For instructional assistants who work on a regular basis at least 17–1/2 hours per week, the Board shall reimburse the employee for 100% of the cost of tuition, registration, lab fees and text books for not more than one (1) course per year completed at the graduate or undergraduate level. Reimbursement for tuition shall not exceed the applicable Rutgers University tuition rate.
- 9:3 For all employees (except bus aides and cafeteria/playground aides who are not eligible for course reimbursement as per Article 9:1), such courses need not be a requirement of any program of study leading to a degree. Courses must be approved in advance by the employee's immediate supervisor and the Superintendent. The courses must be related to the employee's job duties.

ARTICLE X – EVALUATIONS

- 10:1 Employees shall be evaluated at least once each year. This evaluation will be by their building principal, Transportation Coordinator, Director of Buildings and Grounds, other appropriate administrator/supervisor, or the designee of any of the above. The evaluation shall be in written form followed by a conference between the employee and the evaluator for the purpose of identifying any deficiencies and extending assistance for their correction.
- 10:1.1 Employees shall be given a copy of any evaluation report prepared at least one day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- 10:1.2 Employees and the evaluator shall discuss the evaluation at the conference. The employee and the evaluator shall sign the evaluation report at the end of the conference. The signature of the employee shall only indicate that he/she has received a copy and does not indicate that the employee agrees with the report's content. No evaluation report shall be submitted to the central office, placed in the employee's file or otherwise acted upon prior to the conference. No employee shall be required to sign a blank or incomplete evaluation form.
- 10:1.3 Such reports shall be issued in the name of the evaluator, addressed to the employee, written in the narrative/checklist form and shall include, where pertinent:

- a. Strengths of the employee as evidenced during the period since the previous report.
 - b. Weaknesses as evidenced during the period since the previous report and
 - c. Specific suggestions as to measures which the employee might make to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- 10:1.4 Employees shall have the right to write a response to any evaluation report. All responses shall be attached to the evaluation report.
- 10:1.5 An employee shall have a right upon request, to review the content of his/her personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative(s) of the Association accompany him/her during such review.
- 10:1.6 An employee shall have the right to submit a written response to any material in his/her central personnel file. The written response shall be submitted to the employee's immediate supervisor who shall then attach it to the referenced material.

ARTICLE XI – LEAVE OF ABSENCE

11:1 Sick Leave

- 11:1.1 a. Twelve month employees shall be credited with 17 days sick leave, only 14 of which are cumulative. Ten month employees, except cafeteria/playground aides, shall be credited with 15 days sick leave, only 12 of which are cumulative. Effective July 1, 2010, twelve month employees shall be credited with 15 days sick leave, only 12 of which are cumulative. Effective July 1, 2010, ten month employees, except playground/cafeteria aides, shall be credited with 13 days sick leave, only 10 of which are cumulative. In charging sick time usage, accumulated sick days for the current year will be charged first then the accumulated days from prior years, and finally the non-cumulative sick days from the current year. Not more than 15 days may be accumulated as sick time in any given year. Cafeteria/playground aides shall receive 10 sick days, all of which are cumulative. Cafeteria aides employed prior to July 1, 2007 shall be credited with sick days for their time of employment prior to that date as follows: 10 sick days for each school year of employment, to a maximum of 50 sick days in total. Sick days will be credited pro-rata for a partial school year of employment.
- b. The District will notify all employees of the procedure and telephone number used to report an absence. Employees must call in to report absence at least one hour prior to starting time, except in cases of emergency. Failure to notify may result in disciplinary action. Such notification must include the number of days of expected absence (if more than one). If an employee's period of absence is about to exceed the number of days already reported, the same advance notice must be provided for the additional day(s).
- 11:1.2 Sick leave shall be defined to mean the absence from duty of any employee because of personal disability due to illness or injury, or because the employee has been excluded from school by the school district's medical authorities on account of contagious disease, or of being quarantined for such disease in the immediate household.
- 11:1.3 Employees shall be given a written accounting of accumulated sick days no later than November 30th of each school year.
- 11:1.4 Upon retirement, school district employees with at least 20 years of service in the district shall be compensated for accumulated sick leave on the following pro-rated basis: i.e., one (1) day of their then current rate of pay for every four (4) days of accumulated sick leave. Compensation for unused sick days on the same basis will become payable to the estate of the individual if he/she dies while in active service.
- 11:1.5 Employees beginning employment or returning from an unpaid leave of absence after the school year has begun will be credited with allowable sick leave of one day for each month, or part thereof, remaining in the school year at the time their employment begins or resumes.
- 11:1.6 Ten month employees who are employed during the summer (July and/or August) will not earn sick leave during the summer, but are permitted to use one sick day per month from their accumulated sick leave bank, for each full month worked in the summer.

11:2 Personal Business Leave

11:2.1 Define: Personal Business Leave is defined as the absence of any employee from her/his post during working hours for reasons such as the following:

- a. Religious Holiday
- b. Closing on the purchase of a home
- c. Moving Day
- d. Court appearance or other legal matters
- e. Entering offspring in college
- f. Attending graduation of offspring or spouse
- g. Attending wedding of member of immediate family
- h. Marriage
- i. Adoption
- j. Attending bereavement services of a close friend
- k. Other emergency or urgent reasons not mentioned above

Employees who request personal business leave must submit a form in writing and specify for which of the reasons (listed in a through k above) the leave is being requested.

11:2.2 Personal business shall not be used to extend a school holiday or vacation period without approval of the superintendent. A request for personal business leave made for a time occurring immediately preceding or following a vacation period or holiday will of necessity, therefore, require the reason for said leave be set forth in the application in order that the Superintendent's discretion may be exercised.

11:2.3 Three days, prorated, shall be granted to all full-time, ten and twelve month employees, except cafeteria/playground aides, for the purpose of conducting personal business. Cafeteria/playground aides shall receive two days, prorated, for the purpose of conducting personal business. Part-time employees shall receive personal leave, prorated, upon the relationship of part-time to full-time employment. Application to the employee's principal or immediate supervisor for personal leave shall be made at least four days before taking such leave (except in the case of any emergency). Employees may use Personal Days for occurrences of death of a "close friend" after they have used their one day per year provided in Article 11:6.2-c with only a twenty-four (24) hour notification requirement. At the end of the school year unused personal business leave shall be accumulated as sick leave. Personal leave will also be prorated for employees who begin employment or return from an unpaid leave after commencement of the school year.

11:3 NJEA Convention

11:3.1 Operations staff and secretaries shall be given off the two (2) NJEA Convention days at full pay. However, the Association and the Board recognize that the Board of Education shall have a right to assign employees to work on NJEA Convention days. The Board agrees to seek volunteers prior to making assignments. Employees who are required to work shall be granted a floating holiday for each day worked. Effective July 1, 2010, all 12-month employees other than secretaries shall not be given off the two (2) NJEA convention days. Secretaries shall continue to be given off the two (2) NJEA Convention days will full pay.

11:4 Professional Days

11:4.1 Employees may be granted professional leave days for the purpose of attending conferences and/or workshops which will improve the performance skills of the employee. Requests to attend conferences and requests for payment of travel expenditures must be submitted on the appropriate district forms and include all required documentation. All requests for attendance at conferences must be approved in advance by the Superintendent of Schools and/or Board of Education (when required) in accordance with applicable state laws and regulations, and Board policy.

11:5 Absence for Family Illness

11:5.1 Family illness shall be defined to mean illness or injury of a member of the immediate family as defined in 11:6.2

11:5.2 Three days leave per school year shall be available to all full-time, twelve and ten month employees, except cafeteria/playground aides, for the purpose of family illness. Cafeteria/playground aides shall receive two days leave per school year for the purpose of family illness. Part-time employees and

employees who begin or return to employment after the beginning of the school year shall receive leave pro-rated upon the relationship of their actual employment to the full-time, full-year employment. Application to the employee's immediate supervisor for leave shall be made in advance and, when possible, at least four days before taking such leave. Approval for leave shall not be unreasonably denied.

11:6 Absence for Bereavement

- 11:6.1 Bereavement leave shall be defined to mean the leave from a post of duty of an employee due to the death of either a member of the immediate family or other close relative.
- 11:6.2 Amount of leave at full salary:
- a. Immediate Family: Up to seven (7) days leave per occurrence without loss of pay shall be granted when an employee, except a cafeteria/playground aide, suffers the loss of a member of the immediate family. "Immediate Family" shall include: Husband, Wife, Children, Mother, Father, Brother, Sister, Mother-in-Law, Father-in-Law. A cafeteria/playground aide who suffers the loss of a member of the immediate family shall receive up to five (5) days per occurrence without loss of pay.
 - b. Other Close Relatives: Up to three (3) days leave per occurrence without loss of pay shall be granted when an employee, except a cafeteria/playground aide, suffers the loss of a Sister-in Law, Brother-in Law, Grandmother, Grandfather, Grandmother-in-Law, Grandfather-in-Law, Son-in-Law, Daughter-in-Law, Grandchild or anyone living in the same domicile at the time of death. A cafeteria/playground aide who suffers the loss of a "close relative" listed in this article shall receive up to two (2) days per occurrence without loss of pay.
 - c. Relative not a member of the immediate family: Up to one (1) day of leave per occurrence without loss of pay shall be granted for an employee, except a cafeteria/playground aide, to attend bereavement services of a relative who is not a member of the immediate family. A cafeteria/playground aide may use a personal day for this purpose as specified in Article 11:2.1(j).
 - d. Close Friends: One (1) day per year without loss of pay to allow employees, except cafeteria/playground aides, to attend bereavement services. Employees may take this leave in half-day segments. (Also see Section 11:2.3). . A cafeteria/playground aide may use a personal day for this purpose as specified in Article 11:2.1(j).
- 11:6.3 Coordination of Leave: Whenever such leave is required the employee's immediate Supervisor shall be notified so that suitable arrangements can be made for a replacement during the period of the leave.
- 11:6.4 Unusual Circumstances: In unusual circumstances, the Superintendent is authorized to determine if the relationship with the deceased represents a closer relationship than could be covered by any policy or rule or to determine if a longer leave period is warranted because of special circumstances. In such instances, the superintendent is authorized to take discretionary action.
- 11:6.5 Ten-month employees who work for the full duration of the extended school year program during the summer are eligible for up to two (2) days of paid bereavement leave in the event of death of a member of the immediate family, as defined in Article 11:6.2. To be eligible for this leave, the death and the leave must occur within the time period that the extended school year program is in session.

11:7 Jury Duty or Court Appearances

- 11:7.1 The Board agrees to provide an employee, including a bus aide and cafeteria aide, full pay for each day the employee is required to be in court for jury duty. Employees who are required to appear in court on behalf of the Board of Education or are required to meet with police on behalf of the Board of Education, because of a bus/job related incident, shall be paid at the appropriate rate of pay for all time after regular work hours.
- 11:7.2 Employees who work the second and third shift who are required to perform jury duty during the day shall not be required to report to work and shall receive full pay for the shift.
- 11:8 Employees who are required to attend Military Service and/or National Guard during the school year shall be granted a paid leave of absence for a period not to exceed two (2) weeks. If the military obligation requires the participant to remain for a longer period than two (2) weeks during any contracted year, the employee shall receive the difference between his/her pay and his/her military pay for the time that the person is required to remain on active duty. During this period of time, all benefits and conditions of employment will remain in force.

11:9 No other leave of absence, with or without pay, may be taken without the approval of the Board. The Board may consider such requests.

ARTICLE XII – MEDICAL BENEFITS

12:1 The Board shall, if the employee so requests, assume 100% premium payments for all eligible employees and dependents for the medical insurance offerings of the New Jersey School Employees' Health Benefits Program for the duration of this contract.

12:2 Any contemplated change in the carrier now specified shall be discussed with the Association prior to such change. However, the coverage, if changed, shall be subject to negotiations between the parties.

12:3 All full-time employees and their dependents and part-time employees who work four or more hours per day (20 hours or more per week) and their dependents shall be entitled to all medical, surgical and hospitalization insurance benefits of the New Jersey School Employees' Health Benefits Program. Employees hired after February 11, 1997 and who work between 20 and 30 hours per week will pay a pro-rata share of the cost of insurance premiums for dental and prescription coverage (based on 40 hours per week). Eligible employees commencing employment on or after July 1, 2010 will be provided coverage, at Board expense, in the lowest PPO plan (currently NJ Direct 15), and must pay the difference through payroll deduction to enroll in a higher cost plan.

12:4 The Board, if the employee so requests, shall pay the costs of dental insurance. The program shall be the New Jersey Dental Service Plan, Inc. (NJDSP), the Delta Dental Plan (employee, two-party, and family). The coverage shall be:

Preventative and Diagnostic	100%
Remaining Basic Services	100%
Prosthodontics Benefits	60%
Orthodontic Benefits	70%

Effective January 1, 2005, enrolled employees and their dependents shall have an annual deductible of \$15 per individual with a maximum of \$30 per family. Effective January 1, 2011, the annual deductible shall be \$30 per individual with a maximum of \$60 per family. Effective January 1, 2012, the annual deductible shall be \$50 per individual with a maximum of \$100 per family. The deductible shall be waived for preventative services. The above program is based upon Usual, Customary, and Reasonable (UCR) Fee Concept. The maximum amount payable by New Jersey Dental Service Plan (NJDSP) for the above dental services, excluding Orthodontic benefits, provided an eligible patient in any calendar year is \$1,500.00.

Orthodontic Benefits are subject to a \$1,500.00 maximum per case, which is separate from the \$1,500.00 mentioned above applicable to basic and prosthodontic benefits. The orthodontic benefits are applicable to both children and adults covered by this plan.

12:5 The Board, if the employee so requests, will pay the cost of the Blue Cross Prescription Plan, including oral contraceptive coverage to employee, spouse, and children, to age 23.

The prescription co-pay shall be \$6 (generic), \$12 (brand name) and two times the co-pay for the 90-day mail order option. Effective July 1, 2010, the prescription co-pay shall be \$7 (generic), \$15 (brand name) and two times the co-pay for the 90-day mail order option. Effective July 1, 2011, the prescription co-pay shall be \$10 (generic), \$20 (brand name) and two times the co-pay for the 90-day mail order option.

12:6 To the extent permitted by law, upon retirement from the district, with at least twenty (20) years of service to the district, the Board will continue to provide the employee's present medical, prescription and dental coverage, under the same terms and conditions that would apply if he/she continued as an employee, for a period of five (5) years from the effective date of retirement.

- a. New Jersey Blue Cross Prescription Plan
- b. New Jersey Dental Service Plan
- c. State Health Benefits Program and all medical benefits currently in effect as of the date of this contract.

12:7 Waiver of Benefits:

- a. To the extent permitted by law, employees who have alternate medical and/or dental and/or prescription coverage may elect to waive coverage in one or more of the insurance plans provided in this Article, by signing a waiver form.
- b. To the extent permitted by law, an employee who waives coverage shall receive payment equal to 25% of the cost of the premium the Board would have paid had the employee not waived coverage.
- c. The waiver must be submitted prior to May 1st, and must be effective for the entire school year (July 1st – June 30th). Each waiver will be effective for one year only and must be renewed each year if a continued waiver is desired.
- d. An employee who has waived coverage, but later loses coverage in his/her alternate insurance plan, may resume coverage under the Board's plan, upon reimbursement of the amount paid (prorated for each month of insurance coverage) and subject to rules and regulations of the insurance carrier.

ARTICLE XIII – SENIORITY

13:1 Unit Members shall accrue seniority beginning on the date of their appointment. Employees shall accrue seniority in the classification(s) that they hold or have held. Bus Mechanics shall accrue seniority as a custodian, as well as within his/her classification in cases of RIF. Part-time employees earn seniority on a pro-rata basis. Article 13 shall apply only to cafeteria/playground aides and bus aides in the event of a RIF which results in a layoff, not in the event of a position change in hours. This shall not affect any existing past practice for other employees in the unit.

13:1.1 In the event of a reduction in force (RIF), employees shall be rified in the inverse order of seniority within each classification of employee.

13:1.2 Classifications for the purposes of RIF for employees shall be consolidated as follows:

- a. Bus Drivers (bus drivers, van drivers, substitute drivers)
- b. Secretaries (10 month, 12 month, Secretary to Administrator)
- c. Custodians
- d. Assistant head custodians
- e. Bus mechanics
- f. Maintenance employees
- f. Instructional assistants
- g. Cafeteria/playground aides
- h. Bus aides

13:1.3 An appointed employee shall lose all accumulated School District seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the School District.

13:1.4 In the event a vacancy occurs after a lay-off, a laid-off employee shall be entitled to recall in the order of seniority in classification.

13:1.5 Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within ten (10) days from receipt of such notice of recall, the employee shall notify the School District of whether or not he/she desires to return to work. If he/she fails to reply or if he/she indicates that he/she does not desire to return to work, he/she shall forfeit all of his/her seniority and all rights to recall. If he/she desires to return to work, then he/she shall report to work within thirty (30) days from the date he/she receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Assistant Superintendent for Finance. If the employee fails to report to work he/she shall forfeit all of his/her seniority and all rights to recall.

13:1.6 Seniority shall not be accumulated during the period of lay off. Upon recall the appointed employee shall have his accumulated seniority to the date of lay off. The employee shall also maintain all accumulated sick days, credit toward longevity, vacation day entitlement as per Article 7:2 and salary guide placement at the time of the RIF.

ARTICLE XIV – DEDUCTIONS FROM SALARY

14:1 The Board agrees to deduct from the salary of the employees, dues for the West Windsor-Plainsboro Service Association, the Mercer County Education Association, the New Jersey Education Association, and the National Education Association. The Board agrees to deduct association dues in accordance with Chapter 310, Public Law of 1967, NJSA 52:14–15.9c. and under rules established by the State Department of Education.

The Board also agrees, upon request of the employee to make salary deductions for the federal credit union and tax shelter annuity plans as shall be made available by the Board. The Board also will make deductions for Prudential Insurance upon request of the employee.

ARTICLE XV – MATERNITY LEAVE

15:1 Disability/Maternity Leave

- 15:1.1 An employee who is unable to work due to a disability, including a maternity disability, may request a leave of absence for the period of time related to the disability. The Board shall not arbitrarily or unreasonably deny such requested leave. Unless the employee on leave has sick leave available and is otherwise able to use sick leave, such leave of absence shall be without pay.
- 15:1.2 Any employee who becomes pregnant shall notify the Superintendent of her condition and, if she elects to remain in her position, may be required to submit periodic certification of her continuing fitness to perform her duties.
- 15:1.3 The Board of Education recognizes that pregnancy-related disabilities must be treated like other disabilities. Thus, during the four weeks preceding and the four weeks following childbirth, when the employee is presumed to be disabled, she will be entitled to sick leave benefits. Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may use additional sick leave benefits if she presents a physician's statement attesting to her continued disability.
- 15:1.4 The Board reserves the right to request that an employee applying for leave submit a statement of health from his/her physician, and further reserves the right to require a maternity disability leave to start sooner than requested should the employee's condition (mental or physical) warrant this action. Any such action shall be subject to the procedure described in 15:1.5 of the Article.
- 15:1.5 The Board shall not remove any employee from her duties during pregnancy, except on any one of the following basis:
- a. Performance: Her performance has substantially declined from the time immediately prior to her pregnancy.
 - b. Physical incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:
 - (1) The employee fails to produce a certification from her physician that she is medically able to continue working, or
 - (2) The Board's physician and the employee's physician agree that she cannot continue working, or
 - (3) Following any difference of medical opinion between the Board's physician and the employee's physician, the Board may request expert consultation in which case a third impartial physician, agreed upon by the employee and the Board, shall be appointed to examine the employee and render a medical opinion which shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.
 - (4) Just Cause: Any other just cause.
- 15:1.6 When the anticipated period of disability occurs early in the school year and therefore could substantially disrupt the employer's operations, it may be in the best interest of both parties for the leave to start at the beginning of the school year. Should both the Board and the employee agree, the employee may use up to two months of accumulated sick leave, despite the requirement that to receive disability payments an employee must work until one month before childbirth.

- 15:1.7 The Board recognizes that pregnancy does not necessarily disable an employee. Thus, no employee will be required to take unpaid leaves of absences for pregnancy. As described elsewhere in this Article, the Board may at its discretion require periodic physician certification of the employee's continued fitness to perform her duties.
- 15:1.8 As the Board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave prior to any actual disability; this employee will not be able to receive sick leave payments when disability does occur.
- 15:1.9 Except as otherwise provided in the Article, no employee on maternity disability leave shall be barred from returning to work after the birth of her child by any prescribed waiting period between the birth of her child and the date of return to work; however, each such employee shall be required to file, at least two weeks prior to the date of her return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable of resuming her full duties, provided that if the Board's physician is not in Agreement, that conflict of medical opinion shall be resolved in the same manner as set forth in 15:1.5(b) of this Article.

15:2 Child Care and Adoption Leaves of Absence

- 15:2.1 The Board shall grant child care or adoption leaves of absence without pay to employee under the following terms and conditions.
- 15:2.2 An employee may request an unpaid leave of absence to care for a newly born or adopted child.
- 15:2.3 In the case of child care leave related to birth, the commencement date of the requested leave may be any time prior to birth. In the case of adoption leave, the employee shall submit written proof of intent to adopt and the estimated date of receipt of custody of the child; the commencement date of the requested leave shall be no earlier than one week prior to the employee receiving de facto custody of the child. The Board shall grant such leaves of absence with the requested commencement date and the date of return.
- 15:2.4 Employees seeking an unpaid leave of absence for child care or adoption shall, when possible, make written application to the superintendent not less than 90 days prior to the requested commencement date of the leave. This 90 day notification period may be reduced by Agreement between the employee and the Superintendent.
- 15:2.5 An employee may return to work within the school year in which the leave begins, provided he or she shall have specified the month when he or she desires to return. Any change of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such change may be granted by the Board for reasons associated with the pregnancy, birth, adoption or for other proper causes provided that such change will not substantially interfere with administration of the school.

Any tenured employee granted a leave of absence with a return date during the same school year who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if he or she makes application at least three (3) weeks prior to the commencement date of his or her leave of absence and subject to the provisions of 15:2.7 of this Article.

- 15:2.6 The Board shall not be required to extend the leave for non-tenured employees beyond the school year for which they were hired. Non-tenured employees wishing to return for the following school year shall be considered by the Board for re-employment for the following year.
- 15:2.7 Any tenured employee may return to work in a school year subsequent to the school year in which his or her leave begins, provided he or she shall have requested to do so in his or her application for a leave of absence. Any such employee shall be permitted to return to work at the beginning of any of the two (2) school years following the school year in which his or her leave commences, provided such employee has given the Board written notice of his or her intention to do so not less than six (6) months prior to the beginning of the school year in which he or she wishes to return.
- 15:2.8 Any employee granted a leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year in which he or she actually returns from such leave) provided he or she has at least 175 working days (twelve-month employee) or 120 working days (ten month employee) or more of service to the district to the year in which the leave commences.

- 15:2.9 No employee on child care/adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the West Windsor-Plainsboro Regional School District in the area of his/her competency.
- 15:2.10 Return to Service – An employee returning to service after child care or adoption leave shall be considered for the same position that was held at the time the leave began.

ARTICLE XVI – SALARIES

- 16:1 The salary of each employee in the unit shall be computed in accordance with Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, and Appendix F, which are annexed to this agreement.
- 16:2 The Board may withhold a salary raise and/or increment of any employee upon recommendation of the Superintendent provided there is just cause. In cases where a salary raise and/or increment may be withheld from an employee, a warning notice of deficiencies in performance, and/or any other applicable reason(s) for such withholding of a salary raise and/or increment, shall be provided to the employee. The said employee shall be notified of the intent to withhold salary raise and/or increment by the fourth Tuesday in May following the issuance of the warning notice. The Board shall act to withhold the increment for all employees by June 30th. Withholding of a salary raise and/or increment shall be subject to the grievance procedure and just cause.
- 16:3 Credit for Previous Experience
- 16:3.1 Newly hired bus drivers, van drivers, and substitute drivers shall be placed on step one of the salary guide.
- 16:3.2 At the time of hire, secretaries will be advised, in writing (on a form to be signed by both parties), of the amount of outside experience that will be credited toward the longevity entitlement set forth in Appendix A.
- 16:4 The pay schedule for the ensuing year shall be distributed no later than June 1 of the current year.
- 16:5 Employees who begin their regular work day after 3 P.M. shall receive a differential pay adjustment as follows:
- After 3 P.M. – fifty cents (\$.50) per hour above the standard rate (an additional \$1,040 per year for 40 hour staff)
After 11:00 P.M.-seventy five (\$.75) per hour above the standard rate (an additional \$1,560 per year for 40 hour staff).
- The applicable stipend shall be added to the regular salary and shall be incorporated into the hourly rate. Employees working four (4) or more hours after 3 P.M. or 11 P.M. shall receive the applicable stipend. If this is an addition to their regular work day their overtime shall be calculated at this rate.
- 16:6 Employees, except cafeteria/playground aides and bus aides, called to work outside of the regular schedule time shall be given at least four (4) hours of work.

ARTICLE XVII – LIAISON COUNCIL

- 17:1 A liaison council consisting of the local president and up to four members appointed by the Association and the Assistant Superintendent for Finance and up to four administrators shall meet at least one time per year for the purpose of improving communications. The parties may agree to hold additional meetings.
- 17:2 It is understood that this council is not to be construed in any way as a negotiation team and it is without power to modify the contract.
- 17:3 A representative from NJEA may attend the council meetings.

ARTICLE XVIII – WORKING CONDITIONS

- 18:1 Drivers contracted hours are 7 a.m. to 9 a.m. and 2 p.m. to 4 p.m. unless otherwise specified or for emergency delays. Drivers completing their runs prior to 9 a.m. or 4 p.m. will be required to stay until their assigned dismissal time. Drivers must report to their assigned locations by the designated times. (see also 5:4.3)

- 18:1.1 Drivers contracts are by hours not by routes. Routes are subject to changes as conditions require.
 - 18:1.2 Contracted hours shall include one-half hour for bus clean-up for regular runs and one-half hour for late runs.
 - 18:1.3 The Board agrees to pay overtime authorized by the Transportation Coordinator or Assistant Transportation Coordinator at time and one-half for hours worked beyond forty hours per week. It also agrees to pay overtime at the same rate for hours worked beyond eight (8) hours per day, except that hours included in the employee's regular contracted route will not be contracted as overtime. Overtime hours will only be counted once.
 - 18:1.4 The payroll period shall be Sunday through Saturday for overtime purposes.
 - 18:1.5 Drivers and bus aides will be paid one and one-half time for hours worked on the holidays listed on the annual Holiday Schedule.
 - 18:1.6 For the purpose of determining overtime, the following shall count as regular hours worked:
 - Holidays
 - Paid Sick Days
 - Paid Personal Days
 - Other Approved Paid Leaves
 - 18:1.7 If three or more drivers with Kindergarten runs elect trips for the same day, the transportation office will offer the Kindergarten runs to substitute drivers prior to the scheduled trip. If the scheduled trip is cancelled, the Kindergarten route will be returned to the original Kindergarten driver. If a driver voluntarily gives up a late run, Kindergarten run, or midday run for any reason other than a field trip, he/she cannot take back the run for that day.
 - 18:1.8 Every attempt will be made to provide a response to discipline slips submitted by drivers within five school days. A meeting shall be held at the drivers request with the appropriate school administrator.
 - 18:1.9 Bus drivers requested to substitute for an aide shall be paid the driver's rate.
 - 18:1.10 Employees with the most seniority shall be given the opportunity to work the maximum number of hours per week. Senior drivers shall have the opportunity to turn down the maximum hours before they are offered to any other driver.
 - 18:1.11 Drivers swapping late runs are required to notify the transportation office in advance.
 - 18:1.12 Employees shall take the bus assigned to them for inspection, when needed.
- 18:2 Assignment of trips and runs other than regularly contracted routes.
- 18:2.1 Drivers' first obligation is to their contracted routes including midday, Kindergarten and late runs: however, the driver may do field trips which do not conflict with the regularly contracted a.m. or p.m. runs provided a relief driver is available to cover contracted routes. It is the responsibility of the transportation coordinator to find a substitute driver for the run. If a substitute cannot be found the driver will be responsible for his/her contracted run. Drivers will be responsible for appropriate notification in the event they have accepted a trip and a substitute driver will be needed. The substitute driver sign-up list will be followed by seniority on a rotating basis.
 - 18:2.2 Drivers shall report to the appropriate lot one-half hour before scheduled night or weekend trips to insure the vehicle is in proper working condition. One-half hour will be compensated for this.
 - 18:2.3 Trips during the week: All such trips shall be posted at least one week (except when notification is received by the transportation office which prevents this) in advance. All eligible drivers will be listed on the extra curricular trip seniority list. This list shall only include transportation employees contracted for less than eight hours per day. However, if all drivers on the list refuse said trip, it shall be made available first to eight-hour drivers, then to substitute drivers before private contractors. Upon taking or refusing this trip, the driver's name shall be moved to the bottom of the list.
 - 18:2.4 Trips on Holidays & Weekends: All such trips shall be posted at least one week (except when notification is received by the transportation office which prevents this) in advance. All eligible drivers

will be listed by seniority. Upon taking or refusing this trip, the driver's name shall be moved to the bottom of the list.

- 18:2.5 Trip sheets shall be stamped with date of arrival in the transportation office. Trips will be posted for drivers one week in advance of trip date except in the case where the trip was received with less than one week's notice. If a trip sheet arrives late, it will be posted in the next place on the trip list. Copies of the trip sheets shall be posted. Trips shall be given out in the order they are posted. Copies of trip sheets shall be placed in the cubby of the driver taking the trip.
- 18:2.6 Once assigned, trips selected will not be changed by bus drivers except in case of emergency or illness on the day of the trip or when school is not in session; in which case the transportation coordinator shall arrange for coverage of said trip as she deems necessary. Emergency trips will be distributed at the discretion of the transportation coordinator. If a trip must be given out prior to the day trips are normally distributed, it will be placed before other trips already posted.
- 18:2.7 If a field trip is scheduled on other than a regular work day, and cancelled without the driver receiving notice on the previous day, the driver will be paid for two hours work at his/her regular rate of pay and will be offered the next available trip on a day when said driver does not already have a trip scheduled. If notice is given as above, no payment shall be made, but the next available trip will be offered.
- 18:2.8 Drivers who have a regular work day field trip cancelled without receiving a two-hour notice, will be paid for two hours. If a field trip is cancelled with more than two hours notice, the driver will be offered the next trip. If the driver already has a scheduled trip for that day, and has to refuse, the make-up ends, and the trip is offered to the next person on the trip list.
- 18:2.9 If a field trip is postponed half-way through because of inclement weather and rescheduled, the driver will have first opportunity to take the continuation trip. If said driver refuses, no further make-up will be offered. If the driver has a trip scheduled for the continuation trip date, the driver will be offered the next available trip.
- 18:2.10 It shall be the responsibility of the transportation coordinator or his/her designee to assign a bus to the driver whenever the driver's bus is not available and/or not appropriate for a route.
- 18:2.11 If a driver swaps a late run with another driver, he/she may not drop the late run in order to be available for a trip.
- 18:2.12 Any driver who is assigned a trip and, on three occasions in a school year, turns back that trip or calls out (e.g., for illness) without providing adequate notice, will be removed from the trip list for 30 calendar days. For purposes of this paragraph, "adequate notice" requires that notification be provided to the Transportation Coordinator no later than 11:00 a.m. on the third school day prior to the day of the trip. (Examples: A Saturday trip in a regular school week would require notification by Wednesday at 11:00 a.m. A Saturday trip during Thanksgiving week would require notification by Monday at 11:00 a.m.) Adequate notice is not required if the trip is turned back due to Association business. This paragraph shall apply only to trips occurring during the regular student academic year.

18:3 Miscellaneous Provisions

- 18:3.1 Training new drivers is the sole responsibility of the transportation coordinator. Experienced school drivers may be selected for training regardless of seniority.
- 18:3.2 The transportation coordinator has the sole responsibility for distributing unscheduled runs. A minimum of one-half hour pay for each one-half hour or portion thereof shall be paid for unscheduled runs; which are defined as a special trips for children not picked up and trips to a garage.
- 18:3.3 Every effort will be made to have buses started fifteen minutes before the starting time of a run and kept running when night time temperatures fall below 40 degrees F.
- 18:3.4 Drivers shall be paid one-half hour for clean-up, when required, for any field trip that is over one hour in length. Drivers are expected to provide this clean-up, when required, regardless of what bus they may use for the trip. Bus cleaning should be accomplished as soon as practical following the trip. The maximum amount of time paid for clean-up shall not exceed one hour per day, including the contracted one-half hour.

- 18:3.5 Drivers and bus aides who are requested to attend an in-service or participate in any other type of training at a time beyond the normal work week and/or beyond the 182 days listed in the agreement shall be compensated at their regular hourly rate.
- 18:3.6 During the first year of employment, every new driver must attend the State Department of Education Defensive Driving Course when offered in the local area. The driver shall be compensated for the time at his/her current rate of pay if beyond 182 days. Experienced drivers must attend this course when offered by the district, once every three years, and shall be compensated at their current rate of pay if beyond 182 days. Any driver unable to attend the district course will be required to attend the next available class in the local area.
- 18:3.7 Drivers available at 8:30 a.m. when no substitutes are available will have first refusal, by seniority, for additional 8:30 a.m. routes. If these drivers refuse, routes will be offered to all drivers by seniority.
- 18:3.8 When drivers are needed to cover midday, Kindergarten and/or late runs, the jobs shall be offered from a sign-up list which shall be developed according to the seniority of those drivers who are eligible. Once such a list is developed, such work will be offered on a rotation basis in an effort to equalize the amount of work each driver is offered.
- 18:3.9 A dry run is an opportunity for a driver to learn a route/run. Dry runs may be approved, before commencement of the school year and during the school year, at the discretion of the Transportation Coordinator (or his/her designee) for any routes/runs, including midday routes, Kindergarten routes, late runs and field/athletic trips. Drivers will be compensated at their regular rate of pay for dry runs.
- 18:3.10 Drivers are expected to be available at all times during their contracted hours, either through radio communication or at the transportation site.
- 18:3.11 School vehicles are the property of the school district and are not to be used for personal business.
- 18:3.12 When a driver returns from an extended leave, he/she shall be reassigned to his/her regular route plus any late and/or Kindergarten route he/she had prior to the leave. This paragraph applies only to drivers who return to work in the same year in which the leave commenced.
- 18:3.13 When an extended leave for three months or less occurs which requires a full-time substitute or additional full-time driver, the transportation coordinator has the responsibility for filling that position at his/her discretion. When an extended leave occurs which exceeds three months in length, the open position shall be filled by seniority. The open position shall be offered to those drivers with less seniority than the absent driver.
- 18:3.14 The transportation coordinator has the responsibility to make modifications to existing routes as required. This includes the option of extending contracted times up to one hour, as long as the extension does not result in overtime pay. If modifications are required which change contracted times more than one hour, routes will be offered for redistribution to drivers by seniority beginning with the route affected.
- 18:3.15 The administration shall notify parents at the beginning of each school year that under normal conditions, drivers shall not be authorized to change established stops. Drivers shall not make additional stops or changes in their routes or late runs unless approved in advance by the transportation coordinator.
- 18:3.16 It is the drivers' responsibility to insure that all buses are left with one-half tank of gas at all times.
- 18:3.17 All new and open positions shall be posted in the drivers' room and the transportation office for at least five work days. Employees who desire to bid on the position shall apply in writing. The posting shall include all pertinent information concerning the position and the closing date for application. The position shall be awarded to the most senior employee that applies except if awarding the position shall result in overtime, in which case the position shall be awarded to the next most senior employee.
- 18:3.18 The Board of Education and Association agree that the safety of the students and employees is of paramount importance. The Board of Education recognizes that it is responsible for keeping the school buses in safe operating condition. Employees shall not be required to operate a bus that is unsafe. Whenever a driver determines that a bus is unsafe, he/she shall report the problem to the transportation coordinator or his/her designee who shall be responsible for remedying the problem.

18:3.19 If a driver meeting, (maximum 2 per year), or training session is scheduled, no driver shall be permitted to take a field trip which conflicts with the meeting provided there was at least one week written notice.

18:3.20 Drivers shall receive meal money for assigned field or athletic trips as follows:

Effective 7/1/04:

Lunch – \$7.00 for all athletic or field trips taking over four hours. All athletic or field trips between any two hours of which fall between the hours of 11:00 a.m. and 2:00 p.m.

Dinner – \$11.00 for all athletic or field trips that start before 5:00 p.m. and extend past 7:00 p.m. All weekend or holiday trips, longer than 3 hours that extend past 6:00 p.m.

18:3.21 Meal money reimbursement shall be paid through the regular payroll system. An effort shall be made to pay all moneys within two (2) weeks of date of trip but in no instance shall time lapse be more than four (4) weeks. Lunch money will not be paid for times when drivers are on layover such as when elementary schools have a half day when high school has full day. Lunch money shall be paid if the driver has field/athletic trip, and it runs into or extends beyond a mid-day or Kindergarten route.

18:3.22 Money for tolls and parking shall be provided after completion of trips. Reimbursement will be made upon presentation of toll and/or parking receipts to the transportation office.

18:3.23 Any run posted for a specific amount of time shall remain that time regardless of which driver is assigned.

18:4 Summer Routes

18:4.1 The cut-off date for summer routes will be the Friday before the last full week of district school. If routes are established after this date that exceed the hours for those already chosen, these new routes will be posted, and drivers by seniority may change their chosen routes.

18:4.2 Drivers who desire to work summer routes shall inform the supervisor in writing. These employees shall be offered available Board of Education summer work in order of seniority.

18:4.3 Summer routes will be paid an hourly rate equivalent to the current July 1 contract.

18:4.4 Drivers hired as regular substitutes for summer routes shall fill in for absent summer drivers. If other drivers (those who do not have summer assignments) desire to serve as on-call per diem substitutes in the summer, they must sign the substitute list and will be called after the drivers hired as regular substitutes for summer routes are used.

18:4.5 Once a driver is contracted for a summer route, he/she shall continue to be paid for this route even if it is discontinued. However, it is understood that this employee may be reassigned to other duties such as clerical work, normally done by members of this unit, as needed during his/her contracted hours.

ARTICLE XIX – FULL TIME PERMANENT SUBSTITUTE DRIVERS

19:1 Seniority: Full-Time Substitutes shall acquire seniority in that position only.

19:2 Trip List: Full-Time Substitutes with at least one year of experience shall be eligible for field trips and late runs as are full-time drivers.

19:3 Late runs, Kindergarten runs: Full-Time Substitutes with at least one year of experience shall be eligible for field trips and late runs as are full-time drivers.

19:4 All articles and provisions of this agreement shall apply to full-time substitutes except where Article XIX is in conflict with other provisions. In that event, Article XIX shall take precedence.

19:5 Whenever a long term vacancy occurs, which requires either a full-time substitute or an additional full-time driver, the available bus will first be offered to the previously employed full-time drivers. This process will continue until all previously employed drivers have had an opportunity to select available buses. The full-time substitute or new full-time driver would then receive the remaining bus.

19:6 Substitutes who become regular drivers shall be placed on the trip list immediately after their appointment as regular drivers.

ARTICLE XX -- AGENCY SHOP FEE

20:1 If an employee does not become a member of the Association during any membership year, which is covered by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year or applicable portion thereof. The representation fee will be deducted, prospective only, beginning July 1st. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as a majority representative.

20:2 As covered by statute, employees may appeal for the recovery of that portion of the fee intended for the aid or activities or causes of a partisan, political, or ideological nature only incidentally related to terms and conditions of employment.

20:3 Amount of Fee: 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 the amount of representation fee to be paid by non-members, which will be determined by the Association in accordance with applicable law and shall not exceed the maximum amount permitted by law.

20:4 Certification: Prior to the deduction of the representation fee in any membership year, the Association will certify to the Board, in writing, that the requirements of applicable laws, including NJAC19:17-3.1 et. seq. have been met. The Association shall also provide to the Board, prior to the deduction of representation fees, a copy of the demand and return system.

20:5 The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable 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 employer in conformance with this provision.

ARTICLE XXI -- MISCELLANEOUS

21:1 License fees shall be paid by the Board of Education for each employee appointed, except cafeteria/playground and bus aides.

21:2 Children of unit members currently enrolled in the school district shall continue to do so without cost. The existing families shall be permitted to continue in this program; however, no new families shall be permitted to take part in this program as vacancies occur.

21:3 The Board will prepare and make available to the Association, job description sheets defining the principal functions of each job description covered by this agreement.

21:4 At least fifteen days before putting a new position into effect, the Board shall give the Association a job description sheet for discussion. The Association may recommend changes in the description sheet.

21:5 With the exception of bus drivers, Association members (including bus mechanics) holding a CDL with passenger endorsement who transport students shall receive \$600.

21:6 Association members, (including bus mechanics) who hold a CDL and move empty vehicles shall receive \$300.

21:7 Black Seal License

21:7.1 Operations staff (excluding bus mechanics) hired on or after April 13, 2010 who do not possess a black Seal Boiler License shall be required to enrol in a Black Seal Boiler License training course within thirty (30) days of completing their probationary period.

21:7.2 Any such Operations staff (excluding bus mechanics) member who fails to obtain a Black Seal Boiler License within 12 months of completing his/her probation will be terminated from employment, for failure to meet the qualifications of the position. Termination for this reason is not disciplinary action, and cannot be brought to arbitration.

21:7.3 The Board shall pay tuition for the training course and supply sign-up information. The training shall take place outside of the employee's work hours.

ARTICLE XXII – ADMINISTRATION OF CONTRACT

22:1 If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue to be in full force and effect.

22:2 Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by registered letter at the following addresses:

If by the Association, to the Board at:

West Windsor-Plainsboro Regional Board of Education
505 Village Road West
West Windsor, New Jersey 08550

If by the Board, to the Association at:

West Windsor-Plainsboro Service Association
505 Village Road West
West Windsor, New Jersey 08550
ATTN: President

ARTICLE XXIII - TERMS AND DURATION

These agreements shall be in effect for the period of July 1, 2008, until June 30, 2009, and July 1, 2009, until June 30, 2012, respectively. The latter agreement shall not be extended orally or in writing as it shall expire on June 30, 2012.

IN WITNESS WHEREOF, the Association is caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon all on the day and year first written.

WEST WINDSOR-PLAINSBORO SERVICE ASSOCIATION

by *Debra Service*
President

10-26-10
Date

Attest
by *Judy H. Taylor*
Secretary

October 26, 2010
Date

WEST WINDSOR-PLAINSBORO REGIONAL BOARD OF EDUCATION

by *[Signature]*
President

October 26, 2010
Date

Attest
by *Larry Shank*
Secretary

October 26, 2010
Date

**APPENDIX A
10 MONTH SECRETARIES**

Step	2008-09	Step	2009-10	Step	2010-11	Step	2011-12
1	31,298	1	32,406	1	32,406	1	33,546
2	31,998	2	33,106	2	33,106	2	34,246
3	32,698	3	33,806	3	33,806	3	34,946
4	34,163	4	35,271	4	35,271	4	36,411
5	35,663	5	36,771	5	36,771	5	37,911
6	37,263	6	38,371	6	38,371	6	39,511
7	39,168	7	40,276	7	40,276	7	41,416

New employees shall be placed on Step 1.
(Refer to Article 16:3.2 regarding outside experience to be credited toward longevity entitlement.)

Longevity: 15 District Years or 10 District Years and 10 Outside – \$1,500
 20 District Years or 15 District Years and 10 Outside – \$2,000

**APPENDIX A
12 MONTH SECRETARIES**

Step	2008-09	Step	2009-10	Step	2010-11	Step	2011-12
1	37,245	1	38,563	1	38,563	1	39,920
2	38,078	2	39,396	2	39,396	2	40,753
3	38,911	3	40,229	3	40,229	3	41,586
4	40,654	4	41,972	4	41,972	4	43,329
5	42,439	5	43,757	5	43,757	5	45,114
6	44,343	6	45,661	6	45,661	6	47,018
7	46,610	7	47,928	7	47,928	7	49,285

New employees shall be placed on Step 1.
(Refer to Article 16:3.2 regarding outside experience to be credited toward longevity entitlement.)

Longevity: 15 District Years or 10 District Years and 10 Outside – \$1,500
 20 District Years or 15 District Years and 10 Outside – \$2,000

**APPENDIX A
SECRETARY "TO"**

Step	2008-09	Step	2009-10	Step	2010-11	Step	2011-12
1	39,411	1	40,519	1	40,519	1	41,659
2	40,311	2	41,419	2	41,419	2	42,559
3	41,211	3	42,319	3	42,319	3	43,459
4	43,173	4	44,281	4	44,281	4	45,421
5	45,273	5	46,381	5	46,381	5	47,521
6	47,543	6	48,651	6	48,651	6	49,791
7	49,943	7	51,051	7	51,051	7	52,191

New employees shall be placed on Step 1.
(Refer to Article 16:3.2 regarding outside experience to be credited toward longevity entitlement.)

Longevity: 15 District Years or 10 District Years and 10 Outside – \$1,500
 20 District Years or 15 District Years and 10 Outside – \$2,000

**APPENDIX B
CUSTODIAN**

Step	2008-09	Step	2009-10	Step	2010-11	Step	2011-12
1	26,372	1	26,880	1	26,880	1	26,880
2	27,222	2	27,730	2	27,730	2	27,730
3	28,222	3	28,730	3	28,730	3	28,730
4	29,422	4	29,930	4	29,930	4	29,930
5	31,297	5	31,805	5	31,805	5	31,805
6	33,212	6	33,720	6	33,720	6	33,720
7	35,562	7	36,070	7	36,070	7	36,070
8	38,012	8	38,520	8	38,520	8	38,520
9	40,277	9	40,785	9	40,785	9	40,785

New employees shall be placed on Step 1

Black Seal Stipend of \$600.

2nd Shift Stipend \$.50/hour (\$1,040)

3rd Shift Stipend \$.75/hour (\$1,560)

Longevity \$1500 (15-19 years) \$2000 (20+ years)

Supermaximum Stipend of \$500 for each year applies to those on Step 8 of Mechanics Guide in 1987-88

Supermaximum Stipend of \$1,000 for each year applies to those on Step 8 of the 12 month Guide in 1987-88

**APPENDIX B
ASSISTANT HEAD CUSTODIANS**

Step	2008-09	Step	2009-10	Step	2010-11	Step	2011-12
1	34,633	1	35,254	1	35,254	1	35,254
2	35,233	2	35,854	2	35,854	2	35,854
3	35,833	3	36,454	3	36,454	3	36,454
4	36,533	4	37,154	4	37,154	4	37,154
5	38,233	5	38,854	5	38,854	5	38,854
6	40,033	6	40,654	6	40,654	6	40,654
7	41,933	7	42,554	7	42,554	7	42,554
8	43,933	8	44,554	8	44,554	8	44,554

New employees shall be placed on Step 1

Black Seal Stipend of \$600.

2nd Shift Stipend \$.50/hour (\$1,040)

3rd Shift Stipend \$.75/hour (\$1,560)

Longevity \$1500 (15-19 years) \$2000 (20+ years)

Supermaximum Stipend of \$500 for each year applies to those on Step 8 of Mechanics Guide in 1987-88

Supermaximum Stipend of \$1,000 for each year applies to those on Step 8 of the 12 month Guide in 1987-88

**APPENDIX B
MAINTENANCE**

Step	2008-09	Step	2009-10	Step	2010-11	Step	2011-12
1	34,435	1	35,056	1	35,056	1	35,056
2	35,535	2	36,156	2	36,156	2	36,156
3	36,585	3	37,206	3	37,206	3	37,206
4	37,985	4	38,606	4	38,606	4	38,606
5	39,435	5	40,056	5	40,056	5	40,056
6	40,885	6	41,506	6	41,506	6	41,506
7	42,285	7	42,906	7	42,906	7	42,906
8	44,085	8	44,706	8	44,706	8	44,706

New maintenance employees shall be placed on Step 1.
Maintenance employees who hold a CDL and move empty vehicles shall receive the \$300 stipend set forth in Article 21:6.

Black Seal Stipend of \$600.
2nd Shift Stipend \$.50/hour (\$1,040)
3rd Shift Stipend \$.75/hour (\$1,560)
Longevity \$1500 (15-19 years) \$2000 (20+ years)

**APPENDIX C
BUS DRIVERS**

Step	2008-09	Step	2009-10	Step	2010-11	Step	2011-12
1	19.70	1	20.44	1	20.44	1	21.04
2	20.30	2	21.04	2	21.04	2	21.64
3	20.85	3	21.59	3	21.59	3	22.19
4	21.50	4	22.24	4	22.24	4	22.84
5	22.00	5	22.74	5	22.74	5	23.34
6	22.45	6	23.19	6	23.19	6	23.79
7	23.25	7	23.99	7	23.99	7	24.59
8	23.87	8	24.61	8	24.61	8	25.21

New employees shall be placed on Step 1.
Longevity:

8	\$200
9	\$300
10	\$400
11	\$500
12+	\$900

**APPENDIX D
INSTRUCTIONAL ASSISTANTS
NON-DEGREE**

Step	2008-09	Step	2009-10	Step	2010-11	Step	2011-12
1	15.02	1	15.25	1	15.25	1	15.80
2	15.52	2	15.75	2	15.75	2	16.30
3	16.03	3	16.26	3	16.26	3	16.81
4	16.79	4	17.02	4	17.02	4	17.57
5	17.54	5	17.77	5	17.77	5	18.32
6	18.39	6	18.62	6	18.62	6	19.17
7	19.27	7	19.50	7	19.50	7	20.05

New employees shall be placed on Step 1.

Longevity:	8	\$200
	9	\$300
	10	\$400
	11	\$500
	12+	\$900

**APPENDIX D
INSTRUCTIONAL ASSISTANTS
DEGREE**

Step	2008-09	Step	2009-10	Step	2010-11	Step	2011-12
1	16.44	1	16.67	1	16.67	1	17.22
2	16.98	2	17.21	2	17.21	2	17.76
3	17.39	3	17.62	3	17.62	3	18.17
4	17.69	4	17.92	4	17.92	4	18.47
5	18.64	5	18.87	5	18.87	5	19.42
6	19.49	6	19.72	6	19.72	6	20.27
7	20.44	7	20.67	7	20.67	7	21.22

New employees shall be placed on Step 1.

Longevity:	8	\$200
	9	\$300
	10	\$400
	11	\$500
	12+	\$900

**APPENDIX D
INSTRUCTIONAL ASSISTANTS
CERTIFIED**

Step	2008-09	Step	2009-10	Step	2010-11	Step	2011-12
1	17.08	1	17.31	1	17.31	1	17.86
2	17.48	2	17.71	2	17.71	2	18.26
3	17.98	3	18.21	3	18.21	3	18.76
4	18.87	4	19.10	4	19.10	4	19.65
5	19.82	5	20.05	5	20.05	5	20.60
6	20.81	6	21.04	6	21.04	6	21.59
7	21.86	7	22.09	7	22.09	7	22.64

New employees shall be placed on Step 1.

Longevity:	8	\$200
	9	\$300
	10	\$400
	11	\$500
	12+	\$900

**APPENDIX E
BUS AIDES and CAFETERIA / PLAYGROUND AIDES**

Step	2008-09	Step	2009-10	Step	2010-11	Step	2011-12
1	11.87	1	12.21	1	12.21	1	12.56
2	12.26	2	12.60	2	12.60	2	12.95
3	12.65	3	12.99	3	12.99	3	13.34
4	13.04	4	13.38	4	13.38	4	13.73
5	13.43	5	13.77	5	13.77	5	14.12
6	13.82	6	14.16	6	14.16	6	14.51
7	14.05	7	14.39	7	14.39	7	14.74
8	14.44	8	14.78	8	14.78	8	15.13

New employees shall be placed on Step 1.

No longevity pay is earned by bus aides and cafeteria/playground aides.

**APPENDIX F
BUS MECHANICS**

Step	2008-09	Step	2009-10	Step	2010-11	Step	2011-12
1	34,775	1	35,685	1	35,685	1	36,785
2	35,875	2	36,785	2	36,785	2	37,885
3	36,925	3	37,835	3	37,835	3	38,935
4	38,325	4	39,235	4	39,235	4	40,335
5	39,775	5	40,685	5	40,685	5	41,785
6	41,225	6	42,135	6	42,135	6	43,235
7	42,625	7	43,535	7	43,535	7	44,635
8	44,425	8	45,335	8	45,335	8	46,435

Mechanics shall be placed no lower than Step 3, and may be placed on a higher step with verified analogous experience.

Mechanics who hold a CDL with passenger endorsement and transport pupils shall receive the \$600 stipend set forth in Article 21:5.

Mechanics who hold a CDL and move empty vehicles shall receive the \$300 stipend set forth in Article 21:6

2nd Shift Stipend \$.50/hour (\$1,040)
3rd Shift Stipend \$.75/hour (\$1,560)
Longevity \$1500 (15-19 years) \$2000 (20+ years)