

**AGREEMENT**

**between**

**BOARD OF EDUCATION, TOWNSHIP OF EWING**

**and**

**EWING TOWNSHIP EDUCATIONAL SUPPORT STAFF ASSOCIATION**

**July 1, 1993 through June 30, 1995**

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**ARTICLE 1**  
**RECOGNITION**

A. The Ewing Township Board of Education, hereinafter known as the "Board," hereby recognizes the Ewing Township Educational Support Staff Association (ETESSA), hereinafter known as the "Association," as the exclusive bargaining representative in accordance with NJSA 34:13A-5.3 for the support staff, employee classifications employed by the Board and listed below including:

**1. SECRETARIAL EMPLOYEES**

- (a) Head Bookkeepers
- (b) Office Assistants
- (c) Payroll Clerks
- (d) Secretaries
- (e) Supervising Secretaries
- (f) Career Resource Technicians

**2. FOOD SERVICE EMPLOYEES**

- (a) Secondary Cafeteria Manager
- (b) Elementary Cafeteria Manager
- (c) staff employees

**3. PARAPROFESSIONALS (Aides)**

- (a) Classroom/Instructional
- (b) Noontime
- (c) Transportation
- (d) Kindergarten
- (e) PreFirst

**4. DRIVERS**

- (a) part-time Route Drivers of pupil transportation vehicles
- (b) Field and Athletic Drivers

5. CUSTODIANS/CLEANERS

- (a) Custodian Regular full time
- (b) Cleaner Regular full time
- (c) Hourly employees

6. MAINTENANCE MANAGEMENT EMPLOYEES

- (a) Head Custodians
- (b) Assistant Head Custodians
- (c) Electrician
- (d) Plumber
- (e) Carpenter
- (f) Auto Mechanic
- (g) Assistant Auto Mechanic

B. All other employee classifications not listed shall be excluded - e.g.:

- 1. All substitutes and/or per diem personnel
- 2. All summer, seasonal, and/or temporary personnel
- 3. All administrative and confidential Secretaries
- 4. Personnel Specialist and Personnel Secretary
- 5. Business Office Manager
- 6. All professional, noncertificated employees
- 7. All administrative, supervisory and managerial employees

C. DEFINITIONS

- 1. As used hereinafter, the term "employee" shall refer to all members of the bargaining unit outlined above in Section A and hereinbelow defined in Subsections 1 - 4.
- 2. As used hereinafter, the term "Driver" shall apply to all permanent part-time route drivers of pupil transportation and all field and athletic Drivers.
- 3. As used hereinafter, the term "Food Service Employee" shall apply to all Secondary School Cafeteria Managers, Elementary School Cafeteria Managers and staff employees assigned to the Food Service Department.

4. As used hereinafter, the term "Paraprofessional" shall apply to all Classroom Paraprofessionals, Noontime Paraprofessionals and Transportation Paraprofessionals.
5. As used hereinafter, the term "Secretarial Employee" shall apply to all Head Bookkeepers, Office Assistants, Payroll Clerks, Secretaries and Supervising Secretaries.
6. As used hereinafter, the term "Custodians/Cleaners" shall apply to Custodians and Cleaners (both salaried and hourly).
7. As used hereinafter, the term "Maintenance Management Employee" shall apply to all titles listed above in Section A.6.

D. All references to male employees shall include female employees.

## ARTICLE 2

### NEGOTIATION PROCEDURE

- A. The parties agree to commence negotiations for a successor agreement in accordance with the provisions of N.J.S.A. 34:13A-1 et seq.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- C. The parties mutually pledge that their representatives shall possess the necessary power and authority to make proposals, consider proposals, and make counterproposals during the course of the negotiations. The Association and the Board understand that any agreement reached is tentative until ratified by a majority of the Board and by the Association.
- D. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this agreement as set forth in ARTICLE 22 - Duration of Agreement, neither party shall be required to negotiate with respect to any 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 his/her agreement.
- E. In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and ratified by the Board and by the Association. The terms hereof shall not be otherwise modified.
- F. The Board agrees that during the term hereof, it will not negotiate concerning the employees represented by the Association in the bargaining unit defined in ARTICLE 1 - RECOGNITION, with any other organization other than the Association.
- G. The Association will be required to show proof of majority representation.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. DEFINITION:

1. A grievance is defined as a complaint by an employee, or employees, that there has been a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of any of the provisions of this agreement.
2. Nothing herein contained shall be construed as limiting the right of any employee who has a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted or resolved without the intervention of the Association, provided the settlement is not inconsistent with the terms of this agreement.
3. Nothing herein contained shall be construed as limiting the right of any employee to the provisions of N.J.S.A. 34:13A-1 et seq.

#### B. PROCEDURE:

1. A grievance should be presented for consideration as promptly as possible, and in no event later than ten (10) school days after the employee has become aware of the alleged occurrence. If not filed in writing within this period, then the grievance shall be considered as waived.
2. The last decision given on any grievance in any of the first three (3) steps shall be considered a satisfactory adjustment unless, within seven (7) work days after the decision has been given, the procedure is carried forward to the next step by the aggrieved.
3. If the grievance affects ten (10) month employees and it is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year.
4. If a grievance for a ten month employee extends into the month of July or August, days shall be counted by using work days of twelve month employees.
5. The procedure shall be as follows unless any step or steps thereof are waived, combined, or extended by mutual consent so stated in writing:

Step 1. An employee with a grievance shall first discuss it with his/her immediate superior or principal, either directly or through the Association's designated representative, with the objective of resolving the matter in the most expeditious manner. In the event this discussion is not satisfactory to the grievant, he/she shall then formally present his/her grievance in writing to his/her immediate supervisor or principal and shall receive an answer in writing within seven (7) work days after presentation. If a grievance occurs

which involves a Head Custodian it shall be filed with the Supervisor of Buildings and Grounds.

- Step 2. If the grievance is not settled at the first step, the Association may make written request to the Director of Personnel/Labor Relations for a second step meeting within seven (7) work days after the answer at the first step. The Director of Personnel/Labor Relations shall set a meeting within seven (7) work days after the request, or for such other time as is mutually agreeable. Said meeting shall be between not more than three (3) representatives of the Association and the Director of Personnel/Labor Relations or his/her designee(s), not to exceed three (3). The Director of Personnel/Labor Relations' written answer shall be delivered to the Association within seven (7) work days after the meeting.
- Step 3. If the grievance is not settled at the second step, the Association may make written request to the President of the Board of Education for a third step meeting within seven (7) work days after the answer at the second step. The President of the Board of Education shall set a meeting within fourteen (14) work days after the receipt of the request, or for such other time as is mutually agreeable. Said third step meeting shall be between three (3) representatives of the Association and the President of the Board of Education or his/her designees totaling three (3). The Board's written answer shall be delivered to the Association within seven (7) work days of said meeting.
- Step 4. If the grievance is not settled at the third step, the Association may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given at the third step in writing. If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. In either case, the Association shall inform the Board of its decision to arbitrate the dispute prior to requesting the appointment of an arbitrator. However, the following are not subject to arbitration:
- a. any matter for which a method of review is prescribed by law.
  - b. any rule or regulation of the Commissioner of Education.
  - c. any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone.
  - d. a complaint of any employee which arises by his/her reason of not being reemployed.
6. A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to N.J.A.C. 19:12-5.1 et seq.
7. The arbitrator shall limit him/herself to the Articles of this agreement and his/her decision shall be binding on both parties; he/she shall add nothing to nor subtract anything from this Agreement unless agreed to otherwise by both parties. The parties shall meet within ten (10) calendar days to review the arbitrator's decision. The cost of arbitration shall be divided equally between the parties.



8. The individual employee is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. All employees, including the grievant, shall be required to continue under the direction of the Director of Personnel/Labor Relations and Administrator/Supervisor regardless of the pendency of any grievance until such grievance is properly determined.

**ARTICLE 4**  
**EMPLOYEE RIGHTS**

**A. EMPLOYEES**

1. Whenever any employee is required to appear before the Superintendent, the Board, or any committee thereof 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 thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
2. Pursuant to N.J.S.A. 34:13A-5, the Board and the Association hereby agrees that every employee within the defined bargaining unit shall have the right to freely organize, join and support or refrain from joining or supporting the Association for the purpose of engaging in collective negotiations with the Board, and the Board will not directly or indirectly discourage, deprive or coerce any employee with respect to the exercise of such rights. The Board further agrees that it will not discriminate against any employee by reason of membership in the Association, participation of the unlawful activities of the Association, or the processing of any grievance hereunder.
3. Effective September 1, 1993, all Drivers must possess a class "B", passenger endorsed, Commercial Drivers' License (CDL). The Employer shall reimburse drivers, bus mechanics and custodians assigned to drive the "garbage truck" and "stake body truck" for required fees for obtaining a Commercial Drivers' License and all succeeding renewal fees for said employees employed by the Ewing Township Board of Education. Drivers and bus mechanics hired on or before September 15 shall receive reimbursement for CDL fees on a pro rated basis. Said payment shall be included in the final June paycheck.

**B. SECRETARIES**

1. Each secretarial employee of the office personnel staff will receive with his/her notification of reemployment a copy of this agreement, his/her classification and salary for the forthcoming year.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS/SECURITY**

#### **A. ASSOCIATION RIGHTS**

1. The Board agrees to furnish to the Association in response to reasonable requests from time to time the information which is in public domain.
2. Whenever any representative of the Association or any employee in bargaining unit is mutually scheduled by the parties to participate during working hours in grievance procedures, the employee shall suffer no loss in pay.
3. The Association shall have the right to apply for use of school buildings for meeting of their membership. Applications for such permission shall follow existing Board policy.
4. The Association shall have the right to use the interschool mail delivery service and school mail boxes for official Association notices.
5. A list of present employees and their salary level shall be maintained by the Board and the Association.
6. The Personnel Office shall forward to the Association President copies of Board minutes where new employees are hired, and employees are transferred to different categories.

#### **B. SECURITY**

1. The Employer agrees to deduct the Association monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to the Association, together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made.
2. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee any sum of money as an Association dues.

## ARTICLE 6

### WORK SCHEDULE

#### A. SECRETARIES

1. Date schools open through date school close, when schools are in session - eight (8) hour day, includes one (1) hour off for lunch.
2. Summer hours seven (7) hour day includes 3/4 hour off for lunch - shall be effective during the period from the "last day of school for teachers in June" through the "first day of school for teachers in September".
3. The work day for Secretaries when teachers are present and school is not in session will be 7½ hours inclusive of a 45 minute lunch break.
4. Ten month Secretarial Employees shall be available for work the five (5) working days immediately preceding the first (1st) day of school for staff. Ten month employees who are required to work said days shall be compensated at their regular per diem rate for each day worked. It is understood that compensatory time does not apply to this subsection.
5. The work year for twelve (12) month Secretarial Employees shall be July 1 through June 30; the work year for ten (10) month employees shall be September 1 through June 30 except otherwise provided under Article 6 Section A.4 above. During the period from the "first day of school for teachers" in September through the "last day of school for teachers" in June, Secretarial Employees shall work the teacher work year. Holidays shall be scheduled in accordance with Article 8, Section A.

In the event of a "single session" day on the last school day before winter recess, Secretarial Employees who are assigned to the schools shall be permitted to leave work thirty (30) minutes after teacher dismissal in their respective schools; under such circumstances, all other Secretarial Employees, including central office staff at the Ryan Administration Building, 220 Ewingville Road and at the Curriculum and Instruction Office, shall be permitted to leave work at 2:00 p.m. on the last school day before winter recess; however, central office staff may have the option of working throughout their regular one (1) hour lunch break in order to leave work at 1:00 p.m. The latter option shall not apply to those Secretarial Employees who are assigned to school buildings as described in sentence one (1) above.

6. Central office Secretarial Employees, including central office Secretarial Employees at the Ryan Administration Building and at the Curriculum and Instruction Office, shall be required to be available for work during both Winter and Spring Recesses as well as other days (when school is not in session) as needed and shall be paid on a pro rated basis for time worked in accordance with the following schedule:

Double time:                   all legal holidays when school is not in session and Sundays;

Time and one half:           all hours above thirty-five (35) per week;

Regular time:                 all other time worked not covered above.

It is understood that Article 11, Section B.3 does not apply to subsection 6 set forth herein above.

Payment for the above shall be treated as overtime and not subject to pension deductions.

7. Secretarial Employees located in the Administration Building will be scheduled in such a way so that the building will be covered until 4:00 p.m. when schools are not in session.
8. If Secretarial Employees in the unit are requested to work in unsafe or unhealthy conditions, these employees shall have the right to grieve.

## B. FOOD SERVICE EMPLOYEES

1. Work hours for Food Service Employees shall be as follows:

	<u>Hours/ Day</u>	<u>Days/ Year</u>	<u>Hours/ Year</u>
Secondary Manager	6½	196	1274
Elementary Manager	5½	196	1078
Secondary School Cooks	5½	196	1078
Staff	5½	196	1078
Staff	4½	196	882
Staff	3½	192	672

2. Work required and performed in excess of the stated days will be paid at the regular rate of pay assigned to that classification of employee. Secondary School cooks and Full-time Elementary Managers shall receive an annual stipend as set forth in Article 11, C.4 in addition to their regular salary.
3. Food Service Employees who work four (4) hours or more per day shall begin work three (3) days prior to the first day of school for students. Food Service Employees who work less than four (4) hours per day shall begin work on the first day lunch is served to students.
4. If and when a Food Service Employee performs the duty of a manager or secondary school cook, for a period of five (5) consecutive days, said Food Service Employee will receive a salary for that period of time which would be equal to the amount he/she

would receive if he/she were to perform that duty on a regular basis. (Adjusted salary to begin on the sixth (6th) day.) However, under no circumstances can a secondary school manager be paid extra for performing the duties of an absent cook.

5. All Food Service workers must be available for work on full day teacher inservice days during the academic school year for students. If services are required, beyond contractual number of days, Food Service Workers who are required to work will be paid for time worked at their regular hourly rate. Under such circumstances, a minimum of two hours will be paid.

#### C. PARAPROFESSIONAL EMPLOYEES

1. Classroom/Instructional, Kindergarten, Prefirst, and Noontime Paraprofessionals shall work the days students attend school for the number of hours each Paraprofessional is approved to work; however, on days when teachers may leave early, the Paraprofessionals shall follow the same procedures as teachers.
2. All other Paraprofessional Employees not listed above shall work the number of hours and days assigned.
3. All Paraprofessional employees must be available for work on full day teacher inservice days during the academic school year for students. If services are required, Paraprofessional Employees who are required to work will be paid for time worked at their regular hourly rate. Under such circumstances, a minimum of two hours will be paid.
4. Paraprofessionals shall receive an unpaid duty free lunch of thirty (30) minutes. This provision shall become effective November 14, 1993.

#### D. DRIVERS

1. Any Saturday work shall be listed on a separate list as extra work for all Route Drivers. Field and Athletic Drivers shall not be in rotation for extra work on Saturdays, but shall be offered work before a substitute driver is used. The above list shall be separate from the Sunday list and the extra work list Monday through Friday. The list shall start from the most senior Route Driver to the least senior Route Driver. Route Drivers must be on the extra work list in order to qualify for Saturday work.
  - (a) The list must be kept active from school year to school year.
2. Sundays and paid Holidays shall be given out on a rotation basis starting with the senior Driver and working down the list until every Driver has had a turn at Sundays or paid Holidays. After everyone has had a turn at Sundays and paid Holidays, the list will start at the top again. Route Drivers with packages calling for the Holiday work will do their own package. If the Holiday work falls on the package schedule, that Route Driver's name will remain on the list. Route Drivers must be on the extra work list to qualify for Sunday and Holiday work.
  - (a) The list must be kept active from school year to school year.

3. Extra work Monday through Friday for Route Drivers shall be given out in the following manner:

- (a) Extra hours shall be those hours above the Route Driver's regularly assigned daily package. If a Route Driver has no regularly assigned package on a given day, any work assigned on that day shall be counted as extra work. If a Route Driver has part of his/her regularly assigned daily package on a given day, any hours above that partial package shall be counted as extra work.
- (b) At the end of each month, Route Drivers who have signed up for extra work shall have worked the same number of extra work hours within approximately ten (10) hours. (Under normal circumstances there shall not be a difference of more than ten (10) hours among the extra work hours of Route Drivers who signed up for extra work.)
- (c) If a Route Driver refuses extra work not on the weekly work schedule, said Route Driver shall be credited with the number of hours of extra work turned down providing the Route Driver was given a minimum of 48 hours notice prior to the scheduled departure time of the trip.
- (d) If a Route Driver refuses extra work which is on the weekly work schedule, said Route Driver shall be credited with the number of actual work hours refused.
- (e) Said extra work list shall be maintained on an annual basis commencing September 1 through and including June 30 for each school year. This provision shall take effect November 15.
- (f) When a Route Driver decides to return to the list, said Route Driver shall start on the first Monday of the following month and shall be credited with the average number of hours credited to the Route Drivers already on the list.
- (g) Layovers - any route driver assigned to a field or athletic trip which requires that driver to have more than ¼ hour between the clock-out time on his route and the clock-in time on the field/athletic trip, that driver must "clock out" after his route and "clock in" at the nearest quarter hour to the stated pick-up time for the assigned field/athletic trip.

Note: As per resolution of Grievance #92/3-S2

4. Field and Athletic Driver Work

- (a) When a Route Driver is scheduled to be absent and a field/athletic driver is assigned to cover the route, that reassigned route should revert back to the original driver in the event that he/she becomes available to cover said route, provided that notice is received by the Transportation Office of the cancellation at least thirty (30) minutes prior to the scheduled departure of the Field and Athletic Driver.
- (b) When a Route Driver who has work is assigned a field trip, and a Field and Athletic Driver's trip is canceled resulting in no work for the latter driver, the original field trip shall be reassigned to the Field and Athletic Driver provided that notice is received by the Transportation Office of the cancellation at least thirty (30) minutes prior to the scheduled departure of the Route Driver.

Note: As per Resolution of Grievance #92/3-S3

## 5. Route Packages

- (a) The route package will be the Route Driver's regular hours, Monday through Friday.
  - (1) If any extra routes become available the highest senior Route Driver shall be offered the extra work (if this Route Driver is available), if this Route Driver refuses, the next senior Route Driver shall have the option of that package, etc. Extra routes shall go to the next Route Driver until a Route Driver accepts the extra work, provided a Route Driver is available and suitable for the assignment as determined by the Transportation Supervisor (not to exceed eight (8) hours a day.)
  - (2) Extra routes will be assigned to a Route Driver as per (1) above. Said extra Route(s) shall be considered that Route Driver's regular work, but will not become a part of the Route Driver's regular package for pension or special pay purposes - e.g., sick, personal, and holiday pay.
  - (3) The Transportation Supervisor will consider a Route Driver's request for the same route next year if said request is submitted in writing prior to the end of the school year for pupils, provided that no senior Driver has previously submitted a written request for said run by June 1.
- (b) Route packages shall be developed and assigned by the Transportation Supervisor to Route Drivers on an equitable basis where possible and practical, in the following manner:
  - (1) Route Drivers in the top 25% by seniority shall be assigned to the top quarter of route packages according to the most hours in packages.
  - (2) Route Drivers in the second 25% by seniority shall be assigned to the second quarter of route packages according to the most hours in packages.
  - (3) Route Drivers in the third 25% by seniority shall be assigned to the third quarter of route packages according to the most hours in packages.
  - (4) Route Drivers in the fourth 25% by seniority shall be assigned to the fourth quarter of route packages according to the most hours in packages.
  - (5) Route Drivers have until October 15 of each year to request a change in route packages. Said requests shall be made only once during each year.
  - (6) After October 15, a route package shall not be changed by a Driver's request.
  - (7) Effective September 1, 1993, currently employed Van Drivers shall be considered Route Drivers for seniority purposes, including the assignment of routes and extra work.



6. Substitute drivers may be used in an emergency or when regular Drivers are not available. However, in the event a Driver's absence is expected to exceed five (5) work days, a substitute driver shall be assigned except during the months of September, January and/or June if "Field Drivers" do not have work. If said absence commences prior to the months specifically cited above, the substitute driver may continue in the assignment. Substitute drivers are not eligible for extra runs.
7. When a Field and Athletic position becomes vacant the administration will post a notice requesting all interested Drivers who would like to be considered for the Field and Athletic driving responsibilities make their intentions known to the Transportation Supervisor. The administration will make the final selection of the employee(s).
  - (a) For the purpose of determining assignments, current Field and Athletic Drivers shall remain as Field and Athletic Drivers, unaffected by seniority. The Board retains the right to transfer a Field and Athletic Driver in the event a situation occurs which might effect the safety or welfare of the children.
8. In an emergency situation the Supervisor may pick any Driver available.
9. The Transportation Supervisor, during the course of the school year, may change assignments as needed.
10. If "following day" trips are the results of tournament wins, the same Driver shall be assigned the "following day" trip for the resulting games/contest(s).
11. When possible, trip sheets shall be given to drivers no later than 2:00 p.m. the proceeding Thursday. If schedules are not completed by this time and the driver is not available to pick-up the schedule, it is the responsibility of the Transportation Supervisor to notify said driver of his/her schedule.
12. Whenever a driver is required to appear in court representing the Board, as a result of an incident which occurred while performing official duties as a driver, said driver shall be compensated at the flat rate of \$20 provided that the transportation supervisor is notified of the court appearance not less than 48 hours in advance. In the event a driver receives a summons to appear in court as a result of his/her employment, said driver shall qualify for the above listed payment provided he/she is vindicated of all charges.

## E. CUSTODIANS/CLEANERS

1. The normal work shifts for regular full time Custodians and full-time Cleaners shall be as follows:

Secondary Schools (including Antheil Elem.)	Day - 7:00 am to 3:30 pm Night-3:00 pm to 11:30 pm
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Elementary (Lanning, Lore & Parkway)	Day - 7:00 am to 3:00 pm Night-2:30 pm to 10:30 pm
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Outside Custodian	Day - 7:00 am to 3:30 pm
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A day person unable to report for the day shift must notify the employer by calling the proper phone number by 6:30 a.m.; the afternoon shift must notify the district in a similar manner by 1:30 p.m. It is understood that the above procedure shall apply except in cases of emergency. Under such circumstances, the Custodian shall notify the district as soon as reasonably possible.

2. If Custodians or Cleaners are offered weekend overtime or work and no one claims it, the overtime shall be assigned using a district-wide seniority list. The list shall start from the least senior person and go to the most senior person. The least senior person shall get the first assigned overtime. The list shall be maintained from year to year.
3. One and one-half (1.5) times the Custodian's or Cleaner's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one week.
4. A full-time Custodian or full-time Cleaner who is requested to work during periods other than his regularly scheduled shift shall be guaranteed not less than four (4) hours pay. This does not include the checking of the boilers over weekends. This does not apply to any extension of the regular work day, and this does not apply to hourly Cleaners.

It is understood that the elementary school Custodians will be responsible to check their respective boilers and buildings on weekends and holidays at no additional compensation.

## F. MAINTENANCE MANAGEMENT

1. Call Time - Any Maintenance Management Employee called or required to return to work outside of his regularly scheduled shift for emergency calls which necessitates work shall be paid a minimum of three (3) hours at time and a half. A minimum of two (2) hours at the time and a half rate shall be paid to Maintenance Management Employees when called by the police or fire department.
2. It is understood that the respective building and boilers must be checked on weekends and holidays at no additional compensation.

**3. Contractual Day for Auto Mechanic and Assistant Auto Mechanic:**

- a. The employees shall work a nine hour day inclusive of one hour for lunch.
- b. The employees shall stagger their shifts so as to provide as much coverage as possible in the garage.
- c. Under normal circumstances, shifts shall be 6:00 a.m. to 3:00 p.m. and 8:30 a.m. to 5:30 p.m.
- d. Administration reserves the right to change shifts in case of emergency.

## ARTICLE 7

### LEAVES OF ABSENCE

- A. Employees shall receive annually one (1) day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.
- B. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment one (1) day for every three (3) months of employment (a total of three (3) days during any one school year) at full pay. After completing one (1) year of employment it provides for three (3) days leave at full pay during any one school year. Personal leave may be taken for any of the following reasons and shall be taken in minimum of one-half (½) day segments:
1. Illness in the immediate family. Immediate family shall be considered: father, mother, sister, brother, spouse, child or any member of the immediate household.
  2. Death of a relative or close friend.
  3. Recognition of religious holiday. If personal leave days are exhausted because of observance of religious holidays, the employee may apply for additional personal leave due to any emergency.
  4. Marriage of the employee or marriage in the family. Family shall be considered: father, mother, sister, brother, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
  5. Court subpoena.
  6. Personal, legal business, or family matters which cannot be handled outside of scheduled work hours.
  7. Any other emergency or urgent reason not included in "1." to "7." above, if approved by the Superintendent of Schools.
- C. All requests for personal leave shall be submitted in writing, on the proper form, (at least 24 hours in advance when possible) recommended by the principal or employee's supervisor, and approved by the Director of Personnel/Labor Relations. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases. Only in an emergency may a request be made verbally. However, in such cases a written request must be filed within two (2) days of the employee's return to work. custodians and Maintenance Employees will submit their request to the Coordinator of Custodial Services.
- D. Three (3) additional days leave shall be granted for death in the immediate family, as defined above in B.1 - plus grandparents, mother-in-law and father-in-law.

E. Unpaid/unauthorized leaves

1. Personal situations which involve unique/extenuating circumstances and/or where established past practices where financial loss may be incurred, will be granted provided the request for leave is made to the Director of Personnel/Labor Relations at least four weeks in advance.
2. Unpaid leaves of absence shall be granted only in the case of emergency or severe hardship. All requests must be submitted in advance in writing to the Director of Personnel/Labor Relations.
3. Employees who take unauthorized leave(s) from work or who fail to either report to work or to follow call-in procedures shall be suspended without pay as follows:

1st Offense	-	2 times the number of days taken
2nd Offense	-	3 times the number of days taken
3rd Offense	-	4 times the number of days taken
4th Offense	-	Discharge
4. The Board reserves the right to determine when said suspension will be imposed. However, problems which arise as a result of "call-in" procedures shall not be subject to suspension. All suspensions shall be subject to the grievance procedure.

F. Each June 30, all unused personal leave will be added to the employee's accumulated sick leave.

G. After fifteen (15) years of continuous service in the Ewing Township School District, upon retirement under PERS, all accumulated unused sick leave shall be paid at one-half (½) the average hourly rate of pay for the last twelve (12) months of employment to the maximums set forth herein below:

	1993-1994	1994-1995
Bus Drivers	\$2,948	\$3,104
Food Service Employees	\$3,127	\$3,293
Paraprofessionals	\$2,396	\$2,523
Secretaries	\$4,586	\$4,829
Maintenance Management	\$4,881	\$5,140
Custodians/Cleaners	\$3,506	\$3,692

## **ARTICLE 8**

### **HOLIDAYS**

#### **A. SECRETARIES**

1. The holidays shall be as follows: Independence Day.

#### **B. FOOD SERVICE EMPLOYEES**

1. A minimum of eleven (11) paid holidays shall be listed annually for Food Service Employees working more than three and one half (3½) hours per day and a minimum of ten (10) paid holidays shall be listed annually for Food Service Employees working three and one half (3.5) hours or less per day.

#### **C. PARAPROFESSIONALS**

1. The employer shall list a minimum of eleven (11) paid holidays annually.

#### **D. DRIVERS**

1. A permanent part-time Driver must work a regular schedule ten (10) months to be eligible for paid holidays provided said holidays fall on a working day. Holiday pay received by Drivers shall be based on the regular schedule of work performed prior to the holiday. Adjustments to be made according to the daily average hours of the respective Driver on December 1st and March 1st.
2. A minimum of eleven (11) paid holidays shall be listed annually by the Employer for ten (10) month Drivers.

#### **E. MAINTENANCE MANAGEMENT**

1. A minimum of thirteen (13) paid holidays shall be listed annually by the Employer, plus one (1) additional day off with the approval of the immediate supervisor.
2. Holidays which fall within a Maintenance Management Employee's vacation period shall be celebrated either before or immediately following his vacation period as agreed between the employee and his immediate Supervisor.

#### **F. CUSTODIANS/CLEANERS**

1. A minimum of thirteen (13) paid holidays shall be as listed annually by the Employer.
2. Holidays which fall within a Custodian's vacation period shall be taken either immediately before or immediately following the scheduled vacation period as agreed between the Custodian and his immediate Supervisor.

3. A permanent hourly Custodian must work a regular schedule, ten (10) or twelve (12) months, to be eligible for paid Holidays. In the event the holiday falls on a weekend, said Custodian shall be paid for the day provided that he has reported to work for his regular shift on the Friday immediately preceding the weekend of the holiday. This provision however, does not preclude a Custodian from taking a vacation day immediately preceding a weekend holiday.

## ARTICLE 9

### VACATIONS

#### A. SECRETARIES

1. Only full time twelve (12) month Secretaries shall be granted paid vacation days.
  - (a) Employees employed less than 1 year shall earn one (1) vacation day per month starting with the fourth (4) month (up to a maximum of nine (9) vacation days) to be utilized July 1 following the year in which said days were earned.
  - (b) Upon completion of a full fiscal year, employees shall earn ten (10) vacation days per year to be utilized July 1 following the year in which said days were earned.
  - (c) Upon completion of five (5) full fiscal years, employees shall earn fifteen (15) vacation days per year to be utilized July 1 following the year in which said days were earned.
  - (d) Upon completion of ten (10) full fiscal years, employees shall earn twenty (20) vacation days per year to be utilized July 1 following the year in which said days were earned.

Note: A fiscal year shall cover the period from July 1 through and including June 30.

2. Vacations may be taken anytime during the year with the approval of the immediate Supervisor.
3. A Secretary must have started to work prior to the sixteenth (16th) of the month in order to receive credit for the entire month.
4. All Secretaries who have heretofore or hereafter become twelve (12) month Secretaries after serving the district as ten (10) month employees shall be given credit for the purpose of computing their vacation entitlement for all years in the district whether it is ten (10) or twelve (12) month employees.
5. All vacation days earned during the current school year must be taken during the next school year.
6. Upon prior approval, a total of five (5) vacation days may be accrued for use in the next year provided that the total number of vacation days available for use in any one year does not exceed the regular number of days set forth in Section 1 above plus the five days carried over from the previous year. All other vacation days not taken as described hereinabove shall be forfeited except in cases involving (1) serious long term illness, (2) death in the immediate family (as described in Article 7) and/or (3) a vacancy in the office to which the Secretary is assigned. However, if a Secretary is unable to utilize his/her full earned vacation entitlement as a result of any of the above described conditions, his/her request to increase the maximum "carry over" limit for unused days shall be increase in proportion to the specific circumstances. It is understood that notwithstanding the five day restriction on carry over vacation days described above, any Secretary who has accumulated vacation time as of July



1, 1990, shall be allowed to continue said "carry over" days. Under such circumstances, the maximum number of carry over vacation days shall be the accumulated number of days as of July 1, 1990 plus five additional days.

## **B. MAINTENANCE MANAGEMENT AND CUSTODIAN/CLEANERS**

1. Only full time twelve (12) month Maintenance Management and Custodian/Cleaners shall be granted paid vacation days.
  - (a) Employees employed less than 1 year shall earn one (1) vacation day per month starting with the fourth (4) month (up to a maximum of nine (9) vacation days) to be utilized July 1 following the year in which said days were earned.
  - (b) Upon completion of a full fiscal year, employees shall earn ten (10) vacation days per year to be utilized July 1 following the year in which said days were earned.
  - (c) Upon completion of five (5) full fiscal years, employees shall earn fifteen (15) vacation days per year to be utilized July 1 following the year in which said days were earned.
  - (d) Upon completion of ten (10) full fiscal years, employees shall earn seventeen (17) vacation days per year to be utilized July 1 following the year in which said days were earned.
  - (e) Upon completion of twenty (20) full fiscal years, employees shall earn twenty (20) vacation days per year to be utilized July 1 following the year in which said days were earned.

Note: A fiscal year shall cover the period from July 1 through and including June 30.

2. After six (6) years of service, one (1) week may be accumulated (saved to be used in the succeeding year).
3. Maintenance Management Employees and Custodians/Cleaners must take vacations. No employee may be employed to do work during a scheduled vacation period.
4. Vacations may be taken any time during the fiscal year; however, all vacation requests beyond two (2) days must be submitted ten (10) working days in advance. Seniority shall apply where the Employer must limit the number of Maintenance Management Employees or Custodians/Cleaners on vacation during any period.
5. A permanent hourly Cleaner must work a regular schedule for twelve (12) months to be eligible for paid vacation leave - this is prorated.

## ARTICLE 10

### EMPLOYMENT PROCEDURES

#### A. NOTIFICATION OF REEMPLOYMENT

1. Whenever possible, employees shall be notified of their employment status for the next school year as follows:

Twelve month employees - no later than May 30  
Ten month employees - no later than June 30

Absent such notice, the employee shall be re-employed.

#### B. DISMISSAL AND DISCIPLINE PROCEDURE

1. For any action that does not call for immediate dismissal the following will be the procedure:
  - (a) 1st Offense - Verbal warning and written notification to the Association.
  - (b) 2nd Offense - Written warning and notification to the Association with copy to separate discipline file.
  - (c) 3rd Offense - Administrative suspension for one (1), two (2) or three (3) days and notification to the Association with copy to employee's personnel file.
  - (d) 4th Offense - Administrative recommendation of dismissal to the Board and notification to the Association with copy to employee's personnel file.
2. However, if the matter involves an allegation of criminal activity or affects the health, safety or welfare of a student(s) or another employee(s), it shall proceed immediately to Level 3 or Level 4, above, at the discretion of the Director of Personnel/Labor Relations. Such matters shall include, but are not limited to the following: possession, use or distribution of controlled dangerous substances; child molestation; or matters occurring either at the worksite or during the work day which relate to alcohol, fighting (physical altercations), stealing, falsification of reports/timesheets/etc.

Except for cases described above, the employee may appeal any suspension to the Board from a Level 3 action. In the case of a Level 4 action, the employee shall have an opportunity to be heard. The Board's decision will be final in all matters which are predominately performance related. In the event of a dismissal which is not performance related, the matter shall be subject to binding arbitration in accordance with Article 3.

## ARTICLE 11

### SALARIES

#### A. EMPLOYEES

1. Employees shall be paid every two (2) weeks for the term of their respective employment except as otherwise provided hereinbelow in Section D.

2. Pro-rated Salaries

(a) Salary Guides

(1) 12 month employees:

A new employee must be employed prior to January 1 in order to qualify for the next higher pay level on the salary guide for the following year.

(2) 10 month employee:

A new employee must be employed prior to February 1 in order to qualify for the next higher pay level on the salary guide for the following year.

(b) Salary Ranges

(1) Any employee not hired by the "cut off" dates set forth above in subsection (a) (1) and (2) shall receive a salary increase equal to one-half ( $\frac{1}{2}$ ) the agreed upon settlement rate; provided, however, that in no case shall the salary of a newly hired employee, who does not qualify for a normal salary increase, fall below the new minimum of the adjusted salary range.

3. In the absence of a successor agreement, no one shall be moved a step on the guide or given a salary increase on the salary range.

4. A new employee shall be appointed for a three (3) month probationary period.

5. Longevity shall be paid upon completion of the following continuous years of service in the Ewing Township School District:

30 Years	\$500
20 Years	\$400
15 Years	\$300

Said Longevity payment for salaried employees shall be added to the employees' annual salary; hourly employees shall receive requisite longevity pay in two equal payments - January and June. In no case however, shall Longevity be included for the purpose of calculating an employee's hourly rate of pay.

## B. SECRETARIES

1. The pay range for all Secretaries covered by this agreement shall be set forth in Appendix "A" attached.
2. One and one half (1½ times the Secretary's hourly rate will be paid for work performed over thirty-five (35) hours per week. Double time shall be paid for:
  - (a) All work performed on Sundays;
  - (b) All work performed on legal holidays when school is not in session.

Except as otherwise provided in Article 6, Section A6.

3. Secretaries who work over thirty-five (35) hours for the district shall be permitted to receive compensatory time in lieu of monetary remuneration if so desired by the Secretary. Effective February 14, 1994, compensatory time shall be earned according to the following formula:

Over 35 hours per week up to 40 approved hours per week - one for one compensatory time

Over 40 approved hours per week - one and one half hours compensatory time for each hour worked

In any given week, the remuneration for overtime must be either "monetary" or "comp time", but under no circumstances shall compensatory for overtime be mixed.

4. For the purpose of overtime:
  - (a) A sick day will count toward the thirty-five hours
  - (b) A personal day will not count toward the thirty-five (35) hours
5. Upon initial employment in the district, Secretaries shall be placed on the salary schedule according to the number of years of outside experience possessed by the Secretary. No Secretary shall start higher than Hiring Point.

## C. FOOD SERVICE EMPLOYEES

1. Food Service Employees shall be paid in accordance with the salary range for the appropriate job classification under Appendix C.
2. Any Food Service Employee assigned to work before or after his/her regular work schedule, with a break in service for that day will be guaranteed three (3) hours of work at an hourly rate of 1.50 times his/her regular rate.

For all work performed on holidays or Sundays the hourly rate shall be 2.0 times his/her regular rate.

Personnel will be scheduled per a seniority list from the respective building. If no Food Service Employee is available, the Dietitian will then make assignments from staff.

3. Permanent Food Service Employees shall receive a salary when school is closed for any emergency (weather, heat, etc.)
4. An annual stipend of \$200.00 to be added to the annual salary of:
  - (a) 5½ hour employees assigned to secondary school and designated "cook"; and
  - (b) Full-time Elementary Managers

**D. PARAPROFESSIONALS**

1. Increments or salary increases are not automatic. These are subject to approval by the Director of Personnel/Labor Relations with a recommendation to the Ewing Township Board of Education.
2. A new Paraprofessional Employee shall be appointed for a three (3) month probationary period.
3. Salaries will not be reduced if schools close (or close early) for any "Act of God".
4. Paraprofessional Employees who are newly hired shall be given credit for prior years experience as a teacher or teacher aide up to the midpoint of the range of hourly rates set forth in Appendix D in accordance with the following schedule:

<u>EDUCATIONAL EXPERIENCE</u>	<u>ACTUAL EXPERIENCE</u>
Possesses BA Degree-\$.15/hr.	Teacher Aide -\$.15/full yr.
Possesses Valid Teach.Cert.-\$.10/hr.	Teaching -\$.25/full yr.

Actual experience credit shall be limited to four (4) years.

5. A Paraprofessional Employee's annual salary shall be calculated by multiplying his/her actual hourly rate by (x) his/her number of scheduled hours per week except as otherwise provided above in Section A.2.
6. In the event Paraprofessional positions are combined, the additional salary shall be computed by dividing the Paraprofessional Employee's current annual salary by the number of hours he/she works per year. The resulting hourly rate shall then be multiplied by the number of additional hours the said Paraprofessional Employee will work above and beyond his/her original position.

The dollar amount for said additional hours shall be added to the Paraprofessional Employee's original salary in order to establish his/her new annual salary.

7. Transportation Paraprofessionals shall be paid for actual hours worked. All other Paraprofessionals shall be paid on an annual basis in accordance with Appendix D.

**E. DRIVERS**

1. Drivers shall be paid in accordance with Appendix "B" which is attached hereto and made part of this Agreement.

## 2. Overtime

- (a) One and one-half (1½) times the Driver's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one week.
  - (b) Double time shall be paid for: (1) all work performed on Sundays, (2) all work performed on holidays as listed annually by the Employer
  - (c) A sick day will be counted as a working day for the purpose of overtime. Personal leave time will not be counted for the purpose of overtime.
  - (d) Each new Driver will serve a three (3) month probationary period and receive payment according to the minimum level on the salary guide. After completing three (3) months of satisfactory employment, the Driver may be approved as a permanent part-time Driver and continue to receive payment according to the minimum part-time hourly salary schedule.
  - (e) Work time begins one-half (½) hour before initial passenger pick-up for the day, and ends one-half (½) hour after last passenger exits the vehicle for the day. This time shall include the general cleaning of the interior of the vehicle.
  - (f) A Driver shall receive two (2) hours pay for any trip that is cancelled if the Driver is not notified at least one-half (½) hour prior to the pick-up time of the respective trip; however, if a Driver is already being paid for his/her regular work at the time of the cancellation, the Driver shall not receive double compensation.
3. Drivers will be paid \$7.50 per hour (1993-1994), \$8.00 per hour (1994-1995) for all local (Ewing Township Board of Education scheduled) inservice meetings. All Drivers must attend a minimum of three (3) inservice meetings per year. Drivers shall be paid their current hourly rate of pay if required to attend an inservice on a Saturday. There shall be no more than two Saturday inservices. (Said time shall not count as overtime.)

## F. CUSTODIANS/CLEANERS

1. Every regular full time custodian shall secure the Black Seal Low Pressure Fireman's License within sixteen (16) months of his appointment. The custodian must apply for the State administered examination for said license within two (2) months after initial employment date. If the custodian fails the first examination, he then must apply for the second re-examination as soon as the State agency schedule will permit. Any regular full time custodian who fails to secure such a license shall be dismissed notwithstanding any other provision of this Agreement. However, if the custodian can demonstrate that he has made a "good faith effort" to both attend the required Black Seal classes and to pass the State examination, he may petition the Superintendent or his designee for a one (1) time extension of up to six (6) months in order that he may attend additional classes and take the next regularly scheduled State administered examination. Under such circumstances the custodian agrees that he must notify the State upon reexamination that a copy of his test results be sent to the Personnel Office. Under the circumstances described hereinabove, said request shall not be unreasonably denied.

If the custodian is unable to pass the examination as a result of the above extension, he shall be dismissed within two weeks of receiving his examination results.

The Employer will pay the fees required for obtaining this license and all succeeding renewal fees.

2. Stipends

Elementary School Custodians (Lanning, Lore & Parkway)	\$461.00
Black Seal Boilers License	\$922.00

3. A full-time cleaner who is promoted to the position of custodian shall receive a salary increase of \$250.00 above his current salary, moreover he shall be granted full credit for experience in his former position for purposes of calculating vacation entitlement.

G. MAINTENANCE MANAGEMENT EMPLOYEES

1. The salaries of all Maintenance Management Employees covered by this agreement are set forth in Appendix E under the appropriate Level of the Maintenance Management Employees salary ranges as follows:

<u>Range Levels</u>	<u>Employee Job Classification</u>
Level A	Head Custodian - Ewing High School Electrician Plumber Carpenter Auto Mechanic
Level B	Head Custodian-Antheil Elementary School Head Custodian-Fisher Junior High School
Level C	Assistant Head Custodian-Ewing High School
Level D	Assistant Head Custodian-Antheil School Assistant Head Custodian-Fisher Jr.H.S.
Level E	Assistant Auto Mechanic

2. Stipends

Head Custodian Ewing High School	\$231.00
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## ARTICLE 12

### INSURANCE BENEFITS

#### A. EMPLOYEES

1. The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program for any employee who works a regular schedule for at least a total of twenty (20) hours per week.
2. For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan or in cases where appropriate, an amount equal to the full premium for the single plan plus:
  - a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement, effective July 1, 1993 and ending June 30, 1995.
3. In addition, the Board shall offer to employees a three dollar (\$3.00) co-pay Prescription Drug Plan with a company selected by the Board.
4. Full family or single coverage, as appropriate, dental insurance (1B Dental Plan, New Jersey Dental Service Plan, Inc.) or its equivalent with orthodontics shall be provided to employees who work a regular schedule for at least a total of twenty (20) hours per week.
5. In no case will an employee be covered under more than one plan. For each employee who terminates his/her employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. All employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.
6. All insurance benefits shall be provided by the Board at the prevailing rate.

#### B. EMPLOYEES

1. After ten (10) years of continuous service in the district, upon retirement as per PERS, an employee may continue State Health Benefits Plan until age 65 when Medicare takes over. Premiums at group rate shall be paid by the employee in advance in quarterly installments if possible. Employees with twenty-five (25) or more years of service shall be eligible for continued coverage in the State Health Benefits Program in accordance with State statutes.



## ARTICLE 13

### PROMOTIONS

#### A. EMPLOYEES

1. Notice of all first vacancies in the system for positions included in this agreement will be given by the Director of Personnel/Labor Relations to the Association. Such notice will set forth pertinent information about the position, if deemed necessary by the Director of Personnel/Labor Relations, and will indicate the closing date for receiving applications from employees within the school system.
2. The Director of Personnel/Labor Relations shall consider all applications.
3. The Board reserves the right to appoint or retain whom it will to any position.
4. Whenever a new position is created as a result of combining two (2) or more existing part-time employee position, the new position shall be advertised in accordance with Subsection 1 above before the new position is filled. Except as otherwise provided below in Section 5.
5. It should be understood that the upgrading of any position will not mandate the advertising of said position if the immediate supervisor approves said employee as being capable of assuming additional responsibilities. Therefore, the employee holding the present position will remain in that respective position with the upgraded title. However, if the immediate supervisor does not approve the respective employee with the upgraded title, then said position will be advertised.

#### B. SECRETARIES

##### 1. Determining Promotional Salaries

- a. Whenever a Secretary is promoted to another secretarial category, the following index shall be utilized to determine the Secretary's new salary:

Office Assistant and CRT	to Secretary 10 months	1.11
	to Secretary 12 months	1.20
	to PC	1.42
	to Supervising Secretary	1.46
Secretary 10 month	to Office Assist. 12 mo.	1.076
	to Secretary 12 month	1.20
	to PC	1.28
	to Supervising Secretary	1.32
Secretary 12 month	to PC	1.07
	to Supervising Secretary	1.11
Payroll Clerk	to Supervising Secretary	1.11

Office Assistant 12 month	to Secretary 12 month	1.11
	to PC	1.18
	to Supervising Secretary	1.22

It is understood, however, under no circumstances shall the employee's salary exceed the maximum of the new salary range.

## ARTICLE 14

### TRANSFERS AND REASSIGNMENTS

#### A. EMPLOYEES

1. The Board reserves the right to appoint or retain whom it will to any position.
2. Involuntary transfers and reassignments shall be subject to the provisions of the grievance procedure; however, the decision of the Board shall be final and binding.
3. Association president will be sent a copy of the posting vacancies within the unit.

#### B. SECRETARIES

1. Employees who desire transfer or reassignment for the next school year may file a written statement of such desire with the Director of Personnel/Labor Relations. Such statement shall specify the position in which the Secretarial Employee is interested and shall constitute a commitment that he/she will accept the position if it is offered to him/her.
2. No later than June 1 of each school year, the Director of Personnel/Labor Relations shall cause to be posted in each school building a list of the known secretarial vacancies for the following school year. Any Secretarial Employee who wishes to apply for a specific position on this list may do so.
3. The Director of Personnel/Labor Relations shall consider all requests for transfer or reassignment from members of the Secretarial staff as well as applications from others outside the school system.

#### C. CUSTODIANS/CLEANERS

1. The Employer reserves the right to transfer any Custodian if the Employer feels that this is in the best interest of both parties. Notification of such change shall be forwarded to the President of the Association and a conference shall be provided with the Custodian(s) involved, if requested in writing, within ten (10) days of notification.
2. The first vacancy for a position covered by this Agreement shall be advertised for bid within five (5) days after the vacancy occurs, if the position is to be filled. The Board will respond to and notify the applicants and the Association President of its decision within two (2) weeks after the closing date for the respective bid.
  - a. If the replacement for the successful bidder needs a Boiler Operator's license, then the qualified employee with the least seniority shall fill this vacancy until another person becomes qualified. At this time, the replacement Custodian has an option to either remain in said position or return to previous position.
  - b. If no bid is received, the qualified custodian with the lowest seniority shall fill this vacancy until another person becomes qualified. At this time, the replacement custodian has an option to either remain in said position or return to previous position.

#### D. MAINTENANCE MANAGEMENT

1. Maintenance Management Employees who desire a change in assignment may file a written statement of said desire with the Coordinator of Maintenance and Custodial Services. Such statement shall include the position to which the Employee wishes to be assigned. Application to be submitted annually by July 1st.
2. Maintenance Management Employees shall be eligible to apply for vacancies within the district as they occur.

#### E. Drivers

1. When a driver desires a transfer to another category of driver, he/she shall make the request to the Transportation Supervisor by April 1, to be effective September 1. The Supervisor shall post a notice of a potential vacancy. If a driver of another category also wishes to transfer, then all requests shall be considered by the Administration, whose decision shall not be grievable under the terms of this Agreement provided said denial is not for punitive reasons. Drivers transferring to another category shall retain all seniority rights in accordance with (1) the driver's total years of service in the district as a driver and (2) Article 6,D 5.b.

## ARTICLE 15

### REDUCTION OF STAFF

#### A. SECRETARIES

1. In the event of any reduction in force (R.I.F.) district wide seniority (the Board appointment date of employment within this employee group) shall apply.
2. Any reduction in secretarial staff shall be accomplished in accordance with the following procedure:
  - (a) The secretarial employee(s) affected by such a reduction shall have seniority rights over the most junior secretarial employee in his/her current category of employment.
  - (b) An affected secretarial employee shall have seniority rights over the most junior secretarial employee in the next lower category for which he/she is qualified as per the following list: Head Bookkeeper; Supervising Secretary; Payroll Clerk; Secretary twelve (12) months; Secretary ten (10) months; Office Assistant twelve (12) months; Office Assistant ten (10) months. These secretarial employees will have no seniority rights in the Career Technician category.
  - (c) The employees in the Career Technician category shall have seniority rights only in that respective category.

#### B. FOOD SERVICES

1. In the event of any reduction in force (R.I.F.), seniority (the Board appointment date of employment within this employee group) shall apply.
2. Any reduction in food services shall be accomplished in accordance with the following procedure:
  - (a) The Food Services Employee(s) affected by such a reduction shall have seniority rights over the most junior Food Services Employee in his/her current category of employment. Categories are:
    - (1) Secondary Managers
    - (2) Elementary Managers
    - (3) Staff
  - (b) An affected Food Services Employee shall have seniority rights over the most junior Food Services Employee in the next lower category (as stated above) for which he/she is qualified, provided he/she has more seniority.
  - (c) Affected Food Services Employees shall have seniority rights over the junior Food Services Employees in this category even if their hours of employment are less.

## ARTICLE 16

### REPRESENTATION FEE

- A. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4;
  2. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4;
  3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments; and
  4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with this Agreement.
- B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with the paragraph below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- C. Payroll Deduction Schedule - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks.
1. In November; or
  2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- D. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

E. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

### C. PARAPROFESSIONALS

1. In the event of any Reduction In Force (R.I.F.), district-wide seniority (the Board appointment date of employment within this employee group) shall apply.
2. Any reduction in the paraprofessional staff shall be accomplished in accordance with the following procedure:
  - (a) The Paraprofessional Employee(s) affected by such a reduction shall have seniority rights over the most junior Paraprofessional Employee within his/her current category of employment. For example, exclusively employed Noon and Transportation Paraprofessional Employees cannot "bump" Classroom, BSIP, ESL, or Kindergarten Paraprofessional Employees. Moreover, part-time Paraprofessional Employees shall not "bump" full-time Paraprofessional Employees; however, a full-time Paraprofessional Employee may "bump" a part-time Paraprofessional Employee within his/her category.
3. Paraprofessionals shall not be disciplined or reduced in rank without just cause.

### D. DRIVERS

1. In the event the Board decides that a Reduction in Force must occur, the reduction must be accomplished in the following manner:
  - (a) Drivers must be RIFed according to seniority. The last Driver hired must be the first dismissed.

### E. CUSTODIANS/CLEANERS

1. Seniority is defined as a Custodian's total length of continuous service with the Employer, beginning with his original date of hire.
2. Seniority credits cease upon termination of employment. Seniority shall start anew upon reemployment. Approved leave of absence without pay for a period in excess of three (3) months shall not count toward seniority, except in cases of injury involving workmen's compensation.
3. If a question arises concerning two or more Custodians or Cleaners who were hired on the same date the following shall apply: If hired prior to the effective date of this Agreement (before July 1, 1993), seniority preference among such Custodians or Cleaners shall be determined by the order in which such Custodians or Cleaners are already shown on the Employer's payroll records, - e.g., first name, first preferences, etc. For Custodians or Cleaners hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the Custodian's or Cleaner's last name.
4. In all cases of layoff, recall and vacation schedules, Custodians/Cleaners with the greatest amount of seniority shall be given preference. Names of Custodians/Cleaners who are terminated due to a reduction in force will be placed on a "recall list" for a period of two years beyond the termination date. Custodians/Cleaners on this list will be given preference for any future vacancies.



5. The employer shall maintain an accurate, up-to-date seniority roster showing each Custodian's date of hire, classification and pay rate, and shall furnish a copy of same to the Association upon request.
6. The Employer shall advise the appropriate Association representative of any changes which necessitate amendments to the seniority list. The Superintendent or his/her designee shall advise the Association President of any changes to the Seniority List.

**ARTICLE 17**

**LIAISON COMMITTEE**

- A. A liaison committee will be formed comprised of members of the unit and the Director of Personnel/Labor Relations.

(Note: Subsection 13.4 - initial salary placement - shall be reviewed by said committee.)

## ARTICLE 18

### ADMINISTRATION OF CONTRACT

- A. If any provision of the agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.
  
- B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.
  
- C. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions(s) of this agreement, either party shall do so by telegram or certified mail-letter at the following:
  - 1. If by Association, to Board at: Ewing Township Board of Education, Board Secretary, Administration Building, 1331 Lower Ferry Road, Trenton, New Jersey, 08618.
  - 2. If by Board, to Association at: The residence of the President of the Association of Ewing Township Educational Support Staff Association (ETESSA).

## ARTICLE 19

### COURSE WORK/TUITION REIMBURSEMENT

#### A. SECRETARIES

1. Whenever a course is required or approved by the Board of Education, the Board of Education then shall pay the full cost of that respective course taken by a Secretary in this bargaining unit. A secretarial employee desiring to take courses shall file a course application form with his/her immediate supervisor. The Board of Education shall take action on the request within thirty-five (35) days from the time the form is received by the supervisor.

#### B. PARAPROFESSIONAL

1. Whenever a course is required by the Board of Education, the Board of Education shall pay the full cost of that respective course taken by the Paraprofessional Employee in this bargaining unit.
2. A Paraprofessional Employee electing to take a college course(s) at a State approved institution(s) or Board approved organization(s) may receive tuition reimbursement up to a maximum amount of \$350 per person, per contract year. Prior approval of the Superintendent or his/her designee is required before enrollment in the course and the decision of the Superintendent or his/her designee is not subject to the grievance procedure.

#### C. DRIVERS

1. All Drivers must attend a defensive driving course during the first sixteen (16) months of employment with the Ewing Township Board of Education. It should be understood that no increases in salary shall take place until certification is received by the Board of Education that the respective Driver has completed this obligation. Dismissal from employment with the Ewing Township Board of Education will take place if the obligation as stated above is not completed within the stated time frame. After each four (4) years (prior to the fifth (5th) year) each Driver must take a defensive driving course refresher.

#### D. MAINTENANCE MANAGEMENT AND CUSTODIANS/CLEANERS

1. Custodial and Maintenance employees who are required to obtain their Boiler Operators license shall be reimbursed by the Board.

## ARTICLE 20

### UNIFORMS

#### A. FOOD SERVICES

1. A uniform allowance of one hundred dollars (\$100.00) per contract year shall be paid in two (2) equal installments - October 15 and February 15. Payment shall be subject to the approval of the Director of Personnel/Labor Relations. Food Service Employees who are hired for less than a full school year shall have this amount prorated proportionately.

#### B. DRIVERS

1. Jackets will be supplied to all permanent part-time (four (4) hours or more) Drivers as needed. To be eligible for jackets, Drivers must have one (1) year of employment with the Board of Education. Jackets are to be worn on all trips other than regular school routes. New Drivers may purchase jackets if they so desire. Jackets will be replaced as needed per the recommendation of the Transportation Supervisor.

#### C. CUSTODIANS/CLEANERS

1. Suitable foul weather gear will be supplied for Custodians/Cleaners who work regularly on the outside force. This gear is to be shared by the members of this group. One (1) raincoat and hood will be supplied to each building to be shared by Custodians/Cleaners who work within that building.
2. Two (2) uniforms per year will be supplied to all full-time Custodians/Cleaners and to permanent hourly (four [4] hours or more) Cleaners; one (1) additional uniform will be supplied to the outside Custodians. All Custodians/Cleaners who are active and of a permanent status on September 1 shall be eligible for uniforms for the forthcoming school year.
3. Work safety shoes or work boots shall be provided to custodians every year upon presentation of receipt not to exceed seventy dollars (\$70.00). Those custodians who opt for this benefit shall wear said shoes/boots when on the job unless otherwise directed by the Coordinator of Custodial/Maintenance Services.

#### D. MAINTENANCE MANAGEMENT

1. Three (3) uniforms per year will be supplied to all full time Maintenance Management Employees. Auto Mechanics may have a choice of uniforms including coveralls, or the conventional shirt and trousers.

## ARTICLE 21

### MISCELLANEOUS

#### A. FOOD SERVICES

1. Substitutes shall not be considered full time staff, and shall not be eligible for hospitalization, sick leave, personal leave, vacation or other items considered "fringe benefits."
2. The employer may establish reasonable and necessary rules of work and conduct for food services employees. Said rules shall be equitably applied and enforced. Periodic meetings may be requested by either party for the purpose of discussing rules, regulations, and working conditions.
3. Cafeteria employees are to clean tables and chairs in cafeterias. They will not be required to clean walls, nor will they be required to lower or raise cafeteria tables or benches which fold into walls.

#### B. MAINTENANCE MANAGEMENT

1. Maintenance Management Employees shall not drive school buses for the purpose of transporting students.

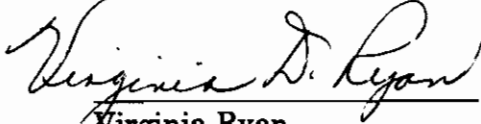
## **ARTICLE 22**

### **TERM AND DURATION**

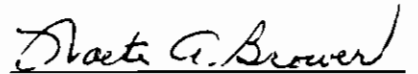
- A. This agreement shall be in effect as of July 1, 1993, subject to the rights of the parties to negotiate a successor agreement as provided in Article 2.
  
- B. This agreement shall not be extended orally or in writing, and it is explicitly understood that it shall expire and terminate absolutely on June 30, 1995.

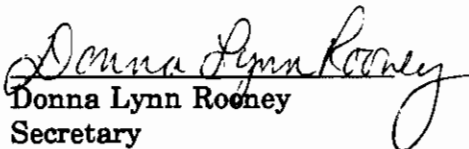
IN WITNESS WHEREOF, the parties have hereto set their hands this 8<sup>th</sup> day of Nov, 1993.

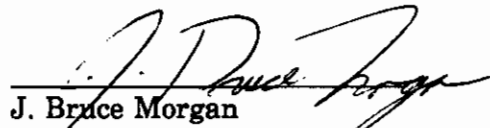
FOR THE ASSOCIATION:

  
Virginia Ryan  
President

FOR THE BOARD OF EDUCATION:

  
Walter Brower  
President  
Board of Education  
Ewing Township, New Jersey

  
Donna Lynn Rooney  
Secretary

  
J. Bruce Morgan  
Assistant Superintendent for  
Business/Board Secretary  
Board of Education  
Ewing Township, New Jersey

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## APPENDIX "A"

### SECRETARIAL SALARY RANGE

1993-1995

1993-1994

<u>Category</u>	<u>Minimum</u>	<u>Hiring Point</u>	<u>Maximum</u>
Supervising Secretary	25,341	27,630	32,066
Head Bookkeeper and PC	23,852	26,633	31,502
Secretary - 12 month	21,630	24,821	29,976
Office Assistant - 12 month	18,606	22,090	25,779
Secretary - 10 month	17,952	20,678	25,042
Office Assistant - 10 month	15,486	18,430	21,397
Career Resource Technician	15,486	18,430	22,851

1994-1995

<u>Category</u>	<u>Minimum</u>	<u>Hiring Point</u>	<u>Maximum</u>
Supervising Secretary	26,370	27,630	33,609
Head Bookkeeper and PC	24,778	26,633	32,891
Secretary - 12 month	22,495	24,821	31,273
Office Assistant - 12 month	19,315	22,090	26,842
Secretary - 10 month	18,700	20,678	26,164
Office Assistant - 10 month	16,091	18,430	22,305
Career Resource Technician	16,269	18,430	24,025

- A. The employees filling the position of Head Bookkeeper - Budgetary and Head Bookkeeper - Payroll will receive an additional \$5,000 above the stated amount of the Principal Financial Clerks. The employees filling the position of Head Bookkeeper - Purchasing and Head Bookkeeper - Federal/State Programs will receive an additional \$3,500 above the stated amount of the Principal Financial Clerks.
- B. The ten (10) month range is computed by 10/12 of the twelve (12) month range.
- C. The Employer shall be responsible to determine the placement of all new employees on the salary range.

**APPENDIX "B"**

**DRIVERS SALARY GUIDES**

**1993-1995**

**1993- 1994**

Step 1      14.28

Step 2      14.84

**1994- 1995**

Step 1      15.07

Step 2      15.63

APPENDIX "C"

FOOD SERVICE EMPLOYEES SALARY RANGE

1993-1995

1993-1994

<u>Category</u>	<u>Minimum</u>	<u>Hiring Point</u>	<u>Maximum</u>
Secondary Manager	12,792	14,799	18,215
Elementary Manager	9,039	11,087	14,209
Staff (5½ Hr.)	8,187	10,068	12,926
Staff (4½ Hr.)	6,704	8,236	10,566
Staff (3½ Hr.)	4,865	5,849	7,396
Staff (2½ Hr.)	3,472	4,175	5,280

1994-1995

<u>Category</u>	<u>Minimum</u>	<u>Hiring Point</u>	<u>Maximum</u>
Secondary Manager	13,335	14,799	19,030
Elementary Manager	9,499	11,087	14,899
Staff (5½ Hr.)	8,647	10,068	13,616
Staff (4½ Hr.)	7,080	8,236	11,131
Staff (3½ Hr.)	5,152	5,849	7,826
Staff (2½ Hr.)	3,677	4,175	5,587

**APPENDIX "D"**

**PARAPROFESSIONAL EMPLOYEES SALARY RANGE**

**1993-1995**

**1993-1994**

<b><u>Minimum</u></b>	<b><u>Hiring Point</u></b>	<b><u>Maximum</u></b>
7.36	9.26	12.07

**1994-1995**

<b><u>Minimum</u></b>	<b><u>Hiring Point</u></b>	<b><u>Maximum</u></b>
7.75	9.26	12.66

**APPENDIX "E"**

**CUSTODIANS/CLEANERS SALARY RANGE**

**1993-1995**

<b>JOB CLASSIFICATION</b>	<b><u>1993-94</u> <u>MINIMUM</u></b>	<b><u>1993-94</u> <u>MAXIMUM</u></b>	<b><u>1994-95</u> <u>MINIMUM</u></b>	<b><u>1994-95</u> <u>MAXIMUM</u></b>
Full-Time Custodian	20,730	27,166	21,542	28,384
Full-Time Cleaner	18,988	24,175	19,768	25,345
Hourly Cleaner	7.88	10.86	8.26	11.43

**MAINTENANCE MANAGEMENT EMPLOYEES SALARY RANGE**

**1993-1995**

<b><u>RANGE</u></b>	<b><u>1993-94</u> <u>MINIMUM</u></b>	<b><u>1993-94</u> <u>MAXIMUM</u></b>	<b><u>1994-95</u> <u>MINIMUM</u></b>	<b><u>1994-95</u> <u>MAXIMUM</u></b>
Level A	32,981	37,529	34,258	39,445
Level B	31,821	36,903	33,053	38,751
Level C	30,659	35,610	31,776	37,285
Level D	30,078	34,883	31,224	36,602
Level E	29,498	33,912	30,609	35,579

<b>RANGE LEVEL</b>	<b>MAINTENANCE MANAGEMENT JOB CLASSIFICATION</b>
Level A	EHS Head Custodian, Electrician, Plumber, Carpenter, Auto Mechanic
Level B	Head Custodian (Antheil Elementary School) (Fisher Jr. High School)
Level C	EHS Assistant Head Custodian
Level D	Assistant Head Custodian (Antheil Elementary School) (Fisher Jr. High School)
Level E	Assistant Auto Mechanic

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# ANALYSIS OF SALARY SETTLEMENT

1993-1994 OVERALL INCREASE = 5.5%

1994-1995 OVERALL INCREASE = 5.5%

## SUMMARY OF INCREASES FOR EXISTING EMPLOYEES

EMPLOYEE GROUP	1993-1994 %	1994-1995 \$
<b>SECRETARIES:</b>		
Supervising Secretary	5.3%	\$1,543.00
Head Bookkeeper and PC	5.3%	\$1,389.00
Secretary - 12 month	5.3%	\$1,297.00
Office Assistant - 12 month	5.3%	\$1,063.00
Secretary - 10 month	5.3%	\$1,122.00
Office Assistant - 10 month	5.3%	\$ 908.00
Career Resource Technician	5.3%	\$1,174.00
<b>BUS DRIVERS</b>	5.3%	\$ 0.79 per hour
<b>FOOD SERVICE:</b>		
Secondary Manager	6.3%	\$ 815.00
Elementary Manager	6.3%	\$ 690.00
Staff (5½ Hr.)	6.3%	\$ 690.00
Staff (4¼ Hr.)	6.3%	\$ 564.00
Staff (3¾ Hr.)	6.3%	\$ 430.00
Staff (2½ Hr.)	6.3%	\$ 307.00
<b>PARAPROFESSIONALS</b>	6.3%	\$ 0.59 per hour
<b>CUSTODIANS/CLEANERS:</b>		
Full-Time Custodian	5.3%	\$1,218.00
Full-Time Cleaner	5.3%	\$1,170.00
Hourly Cleaner	6.3%	\$ 0.57 per hour
<b>MAINTENANCE MANAGEMENT:</b>		
Level A	5.3%	\$1,916.00
Level B	5.3%	\$1,848.00
Level C	5.3%	\$1,675.00
Level D	5.3%	\$1,719.00
Level E	5.3%	\$1,667.00

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