

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF WATERFORD TOWNSHIP
THE COUNTY OF CAMDEN
AND THE
WATERFORD TOWNSHIP EDUCATION ASSOCIATION
SUPPORT STAFF CONTRACT
JULY 1, 2002 – JUNE 30, 2005

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ARTICLE 1
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for Unit:

INCLUDED: All part time and full-time secretaries, clerks, cafeteria workers, aides, custodial/maintenance personnel and SACC personnel employed by the Waterford Township Board of Education.

EXCLUDED: Secretary to the Superintendent of Schools, secretary to the Assistant Superintendent for Business/Board Secretary, secretary to Director of Curriculum and Instruction, cafeteria supervisor, supervisor of buildings and grounds, bookkeeper, accountant, managerial executives, confidential employees, police, certified employees, craft employees, supervisors within the meaning of the act, non-clerical transportation personnel.

- B. The Association hereby recognizes the Board as the legal authority elected as representatives of the people and further recognizes the responsibilities of the Board and the Superintendent for the conduct and operation of the school district in compliance with New Jersey Title 18A-

ARTICLE 2
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with N.J.S.A. 34:13A-1, et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin according to established and published P.E.R.C. guidelines.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3
BOARD RIGHTS

The Board reserves all rights of management, subject only to the limitations imposed by the terms of this Agreement and/or applicable laws and regulations.

ARTICLE 4
ASSOCIATION RIGHTS

- A. The board agrees to make available upon request to the Association, all material which is open to the public concerning the education program and the financial resources of the district.
- B. The Board shall permit the Association to use the school buildings for meetings at all reasonable hours. The Association shall submit a schedule of meetings in advance for Board approval. Request for meetings of an emergent nature which cannot be approved by the Board due to time factors shall be submitted for approval to the Superintendent, which approval shall not be unreasonably withheld. All Association meetings in school buildings shall be concluded by 9:00 PM. All costs incurred by the Board of Education as a result of a granted request which would not be otherwise incurred shall be the responsibility of the Association.
- C. The Board will place in all buildings one (1) complete copy of Board policies and revisions when adopted and send one (1) copy of all public board minutes to the Association without costs.

- D. The Association shall have the right to use existing mailboxes and designated bulletin boards and copy machines.

ARTICLE 5
EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public laws 1974, the Board and Association hereby agree that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from such activities.
- B. Any reprimand by a supervisor or administrator of an employee and/or their job related duties shall be made in confidence and not in the presence of students, parents, the public, or colleagues, except as otherwise provided by law.
- C. Whenever any employee is requested to appear before an administrator, his designee, Board, any committee of the Board, or any agent thereof, concerning any matter from which he can reasonably believe disciplinary action may be imposed he/she shall be entitled to have a representative of the Association present during such proceedings.
- D. Any complaints regarding an employee made to any member of the Administration and/or the Board of Education by any parent, student or other person may, if made in writing, be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint. The complainant shall be identified to the employee. If a verbal complaint is determined to be pursued by the administration, the employee shall be advised of such complaint and the above procedure followed.
- E. The Board shall establish one official personnel file for each employee. The location of which shall be in the offices of the Chief School Administrator.
 - 1. Employees shall have the right, upon request, to review the contents of their personnel file which the employee believes to be derogatory, the employee may submit a written answer to such material which shall be placed in the file.
 - 2. All employees shall have the right to make copies of any documents in the personnel file at the rate of 50 cents per copy.
- F. No employee shall be discharged or disciplined, reduced in rank or compensation, or deprived of any professional advantage except in accordance with standards established by law, the Board expressly reserving all of its rights regarding non-tenured employees.

ARTICLE 6
GRIEVANCE PROCEDURE

- A. Grievance is defined in accordance with the PERC Law definition.
- B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. All meetings and hearings under this procedure, shall not be conducted in public except as may be required by law, and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article, unless requested otherwise by the parties concerned.

C. Procedure

- Step 1. Any person who has a problem which could result in a grievance may discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level. If the matter is not resolved informally, the aggrieved may file a formal written grievance with the immediate supervisor within ten (10) work days from the time when grievant knew or should have known of the grievance. The immediate supervisor shall give his decision in writing, within five (5) work days of receipt of the written grievance. The written grievance shall include:
- a. The nature of the grievance;
 - b. The nature and extent of the injury, loss or inconvenience;
 - c. The results of the previous discussions;
 - d. Remedy sought.
- Step 2. The grievant, no later than five (5) work days after receipt of the decision of his/her immediate supervisor may appeal the decision to the Superintendent of Schools. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) work days from the receipt of the appeal. The Superintendent or his designee shall communicate his decision in writing to the grievant, to the Association, and the immediate supervisor.
- Step 3. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) work days after receipt of the Superintendent's or his designee's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant, render a decision in writing and forward copies thereof to the grievant and to the Association within twenty-five (25) work days of the receipt of the appeal.
- Step 4. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall advise the Board through the Superintendent of Schools, within fifteen (15) days of receipt of the Board's decision, and the Association shall submit the grievance to arbitration within fifteen (15) days thereafter.

D. Securing Services of an Arbitrator

1. The following procedure shall be used to secure the services of an arbitrator:
 - a. Either party may request the New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the New Jersey Public Employment Relations Commission to submit a second roster of names.
 - c. If the parties are unable to determine within fifteen (15) days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the New Jersey AAA may be requested by either party to designate an arbitrator.
2. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties. The recommendations of the arbitrator shall be binding. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected.

3. Right of Employees to Representation

- a. Any aggrieved person may be represented at all stages of the grievance procedure by himself and the Association, or by a representative selected or approved by the Association.
- E. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same. Any necessary document not previously supplied will be supplied at 15 cents per copy. If previously supplied, it will be provided at cost per Board policy.

F. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants while the matter is pending. Final decisions shall be placed in the personnel file.

- 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed waiver of further appeal of the decision.
- 2. It is understood that any aggrieved person 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 effect thereof shall have been duly determined.
- 3. Time Limits - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
 - a. In the event one of the parties is on an excused absence, the time limits may be extended by mutual consent.

ARTICLE 7
STAFF DEVELOPMENT

- A. The Board recognizes that the skills required of support staff members change with changing technology. In order to ensure both optimum efficiency in district operations, and the continued growth in expertise of the staff, the Superintendent shall ensure that appropriate programs of in-service training shall be developed for all categories of support staff.
- B. The Superintendent may authorize leave for attendance of personnel at state, regional, national job related meetings and/or courses without pay deduction and with expenses paid by the school system according to established allowances. The number of absences for such leave is a value judgment on the part of the Superintendent and is subject to budget limitations for employing substitutes and reimbursement for travel, meals and lodging.
- C. The Board will pay up to \$100.00 per year to classroom aides actively employed (i.e. not on leave of absence) if classroom aide employees are required by the State of New Jersey to obtain 60 credits in order to maintain their employment as classroom aides.

ARTICLE 8
SICK LEAVE

- A. Illness on part of the employee:
1. Employees will be entitled to ten (10) sick leave days if employed at the school for ten (10) months and twelve (12) sick leave days if employed at the school for twelve (12) months. If an employee is employed only part of the school year said employee shall be entitled to sick days on a pro rata basis.
 2. Employee shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.
 3. Any employee hired before December 1, 1989 who leaves the school district after ten (10) continuous years of service shall be reimbursed, at the rate established below, per day of accumulated sick leave:

Salary X .0015 = payment per day.
 - a. Any employee hired on or after December 1, 1989 who retires pursuant to PERS with at least ten (10) continuous years of district service shall be reimbursed, at the rate established below, per day of accumulated sick leave:

Salary X .0015 = payment per day.
 - b. Regardless of date of hire, accumulated sick leave days will be limited to 150 days. If the amount accumulated is over \$500.00, the total will be paid at time of termination only if the Board of Education has been provided with one (1) year's notice.
 4. Sick leave may be used only for the illness of the employee and not for the illness of any member of the employee's family or for other purposes.
 5. The school officials may require a physician's certificate to be presented by the employee prior to return to work.

ARTICLE 9
EXTENDED SICK LEAVE

- A. Extended sick leave without pay may be granted for Illness only, provided the following conditions have been met:
1. All accumulated sick leave days, vacation days and personal days have been used;
 2. A physician's certificate from the employee's physician stating length of leave required and brief identification of nature of illness. Extensions may be granted provided total length of extended sick, leave does not exceed nine (9) months.
- B. The employee may continue any eligible benefits during the extended sick leave period by paying the full cost of such benefits at group rate in compliance with Plan regulations.
- C. Upon termination of extended sick leave, the employee may be returned to his/her previous position and/or will be granted preference for any job vacancies he/she is qualified to fill. Salary will be based on position filled.

- D. On days when an employee will not be in, he/she is require to report his/her absence.

ARTICLE 10
MATERNITY

- A. Disability related to pregnancy shall be treated in all respects in the same manner as disability from any other cause. Sick leave may also be used on the same terms and conditions as used in connection with other kinds of disabilities.
- B. Child-rearing Leave - Six (6) months without pay will be granted upon written request at least ninety (90) days prior to the commencement of the leave.

ARTICLE 11
EMERGENCY/PERSONAL

- A. All 10, 11 and 12 month employees shall be eligible to receive three (3) days' personal leave without loss of pay. Application should be made to the Superintendent three (3) days in advance, except in, cases of emergency, and be approved by the immediate supervisor. Employees shall not be required to state reasons for such leaves.
- B. Personal leaves shall not be accumulative, but any unused personal leave days shall, at the end of the school year, be converted into sick days and shall accumulate as sick days.

ARTICLE 12
DEATH IN FAMILY

- A. Employees will be excused from duty with pay for two (2) days in the event of the death of a grandparent.
- B. Employees will be excused from duty with pay for a maximum of three (3) days in the event of the death of a brother or sister by blood relationship, a mother-in-law or father-in-law, or a grandchild.
- C. Employees will be excused from duty for a maximum of five (5) days in the event of the death of husband, wife, child, parent or stepparent.
- D. Employees will be excused from duty with pay for a maximum of one (1) day in the event of the death of an aunt, uncle, brother-in-law, or sister-in-law.

ARTICLE 13
VACATIONS

- A. Twelve (12) Month Employees
 - 1. Twelve (12) month employees shall be entitled to paid vacation as follows:
 - After one (1) year of employment - 5 days
 - After two (2) years of employment - 10 days
 - After eight (8) years of employment - 15 days
 - After fifteen (15) years of employment - 20 days
 - 2. An employee must work a minimum of twelve (12) months prior to being entitled to a vacation under the above schedule.

3. Any employee changing from part-time to full-time shall receive one (1) year credit for each two (2) years of part-time service toward vacation eligibility.

ARTICLE 14
HOLIDAYS

- A. Twelve (12) month employees shall be entitled to the following paid holidays:
- New Year's Eve Day
 - New Year's Day
 - Martin Luther King's Birthday
 - President's Day
 - Good Friday
 - Easter Monday (when schools are closed)
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve Day
 - Christmas Day
- B. Ten (10) month employees shall be entitled to the above holidays except for Independence Day.
- C. Holidays falling on Saturday shall be celebrated on Friday and those falling on Sunday shall be celebrated on Monday.
- D. If the district closes for emergency reasons, support staff members are guaranteed at least the number of paid holidays received during the 2002-05 contract period.

ARTICLE 15
SALARY GUIDES

- A. A Person must be employed a minimum of six (6) months in order to progress to the next year's salary, which progression will only occur at the commencement of each contract year.
- B. All employees who work (20) hours or more per week shall receive an additional \$213 (2002-2003), \$222 (2003-2004), and \$232 (2004-2005) after fifteen (15) years in the District; and an additional \$508 (2002-2003), \$531 (2003-2004), and \$556 (2004-2005) after twenty (20) years in the District. This money shall be received each year.
- C. Salaries shall be paid in accordance with Appendix A.
- D. A shift differential of 26 cents per hour (2002-2003), 27 cents per hour (2003-2004), and 28 cents per hour (2004-2005) shall be paid to employees assigned to the second shift.

- E. A shift differential of 44 cents per hour (2002-2003), 46 cents per hour (2003-2004), and 48 cents per hour (2004-2005) shall be paid to employees assigned to the third shift.
- F. Employees may elect to have their pay checks direct deposited into an account of their choice. This option shall be available January 2002.

ARTICLE 16
WORK YEAR/DAY/HOURS

- A. The work year of twelve (12) month employees is from July 1 through the following June 30.
 - 1. The work day of twelve (12) month secretaries is seven (7) hours, excluding lunch, five (5) days per week.
 - 2. The work day of twelve (12) month custodial maintenance employees is eight (8) hours, excluding lunch, five (5) days per week.
 - 3. The school work year shall be amended to include following the teacher's calendar at winter and spring recess for all employees covered under this contract.
- B. The work year of ten (10) month custodians is from September 1 through the following June 30. The work day is four (4) hours.
- C. The work year of instructional aides/special education is one hundred eighty-five (185) days and is based upon the teacher's calendar. The work day is six (6) hours.
- D. The work year of non- instructional aides (cafeteria/playground) is one hundred eighty (180) days scheduled between September 1 and the following June 30. The work day is two and one hour (2 1/2) hours.
- E. The work year of library aides is one hundred eighty (180) days scheduled between September 1 and the following June 30. The work day is six (6) hours.
- F. The work year of BSIP aides is one hundred sixth-five (165) days scheduled between September 1 and the following June 30. The work day is either three (3) hours or six (6) hours as assigned.
- G. **All cafeteria workers shall have the option of working 175 days between September 1 and June 30.**
 - 1. The work day of head cooks is five (5) hours.
 - 2. The work day of helpers is either two (2) hours, three and one-half (3 1/2) hours or four (4) hours as assigned.

ARTICLE 17
OVERTIME

- A. Overtime shall be paid for with time worked in excess of forty (40) hours per week at one and one-half (1½) times the employee's regular hourly rate. Contract holidays will count as a day worked when calculating overtime.

- B. Every maintenance/custodial employee shall have an opportunity to be listed upon a voluntary overtime list, which list shall be in descending rotating seniority order. However, should, in the opinion of the administration, the next person on the voluntary list not have the necessary skills, training or experience for the overtime required, the next person on the list who has the necessary skills, training, or experience shall be required to work the necessary overtime.

If no one volunteers, overtime needs will be satisfied from a non-voluntary list. Employees on the non-voluntary list shall be required to work overtime on a reverse rotating seniority basis. However, should, in the opinion of the administration, the next person on the non-voluntary list not have the necessary skills, training, or experience for the overtime requested, the next person on the list who has the necessary skills, training, or experience shall be required to work the necessary overtime. No employee on the non-voluntary list shall be required to work more than 12 hours per month beyond their regular work schedule.

Notice of overtime shall be given as soon as possible except in the case of emergency.

ARTICLE 18
CALL-IN

- A. Any employee who has completed his/her work day and has left the Board's premises and is then called back to work shall receive pay for a minimum of one (1) hour at one and one-half (1½) times his/her regular straight time hourly rate.
- B. Any employee called in to work on holidays and/or weekends outside his/her normal work week shall receive pay for a minimum of one (1) hour at one and one-half (1½) times his/her regular straight time hourly rate.

ARTICLE 19
INSURANCE PROTECTION

- A. The Board will pay complete individual coverage and family coverage as per the benefits listed in Appendix A Insurance) throughout the term of this agreement except that individuals hired after March 1, 1999, shall receive single coverage until they have completed three (3) years of service to the district. Payroll deduction shall be available for those individuals receiving only single coverage, but desiring coverage for eligible dependents.
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- B. During the term in of this contract, the Board of Education shall maintain dental insurance for employees as per the benefits listed in Appendix A-2 (Dental Insurance).
- C. The Board will provide, at its own expense, the present prescription coverage level for both individual coverage and family coverage except that individuals hired after March 1, 1999, shall receive single coverage until they have completed three (3) years of service to the district. Payroll deduction shall be available for those individuals receiving only single coverage, but desiring coverage for eligible dependents. The co-pay program shall include a \$2.00 fee for prescriptions of generic drugs, \$10.00 fee for prescriptions brand name drugs and a \$0 co-pay for mail-order as outlined in Appendix A-3
- D. To qualify for health benefits all aides must work a minimum of 25 hours per week. All others 20 hours as past agreement. No aide presently receiving health insurance shall be affected by this provision.
- E. During each year of the Agreement the Board will insist that the health insurance agent or carrier provide an individual to answer questions as to forms and coverage. This program shall occur at least once during the school year.

- F. The parties agree to establish a Section 125 (I.R.S. Code) plan for the purpose of making available a cash option.
1. An employee otherwise entitled to insurance coverage shall have the option to withdraw from any such coverage and to be paid a sum equal to one (1) of the eligible premium coverage(s) for each year that the withdrawal remains in effect. All withdrawals from insurance coverage shall be for a minimum of one (1) year corresponding to the benefits period established by the carrier. The cash payment shall be in the form, of a stipend payable bi-monthly and shall be fifty percent (50%) of the employees eligible coverage under the traditional plan (medical, dental prescription).
 2. Notwithstanding the above, employees who have a change in status (e.g termination of employment, divorce(copy of decree required), legal separation (copy of decree- required), death copy of certificate required), military discharge (form DD214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the year provided the employee gives the Board notice of the change in status within sixty (60) days of the event causing Otherwise, all elections for a cash option shall be in effect for the entire twelve (12)month benefit period. The Board's obligation for the cash option shall be prorated for those employees subject to a change in status.
 3. Return to the benefits plan for reasons other than change of status is subject to the terms of the carrier.

ARTICLE 20
TIME KEEPING

Employees shall indicate their presence for duty in any manner established by the Board, whether it be manual, mechanical, electrical, electronic or otherwise.

ARTICLE 21
INCLEMENT WEATHER

- A. All full-time twelve (12) month employees are required to work when there is inclement weather. The Superintendent may, however, exercise his discretion to excuse an employee or to allow a late reporting to work. The Superintendent may also require, upon excusing an employee, that the time off be charged to personal leave or vacation.
- B. Full-time custodial/maintenance employees may be required, regardless of the time of an employee's regularly assigned shift, to report to work at a time determined by the Superintendent to be necessary to meet the work demands resulting from the inclement weather.

ARTICLE 22
MISCELLANEOUS PROVISIONS

- A. 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 a 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 contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- C. The annual stipend for the Black Seal License shall be in the amount of \$340 (2002-2003), \$355 (2003-2004), and \$372, (2004-2005), payable one-half (1/2) in December and one-half (1/2) in June of each year.

- D. The maintenance assistant shall receive an annual stipend of \$849 (2002-2003), \$887 (2003-2004), and \$929 (2004-2005), payable one-half (1/2) in December and one-half in June of each year. The maintenance assistant/head groundskeeper shall receive an annual stipend of \$1,697 (2002-2003), \$1,772 (2003-2004), and \$1,856 (2004-2005), payable one-half (1/2) in December and one-half (1/2) in June of each year.
- E. The Board shall deduct dues which the employee elects to authorize as provided by law.
- F. All employees covered by this contract may independently elect have a portion of their salary withheld and deposited to their credit in the South Jersey Federal Credit Union.
- G. Employees who are required to use their-own automobiles in the performance of their duties shall be compensated at the rate determined by the Internal Revenue Service for personal automobile usage for employment purposes.
- H. Association members shall be entitled to receive an employment interview for vacancies for which they are qualified, and a statement of reasons if rejected for said position.
- I. The Board will attempt to provide the same computer program for all secretaries as soon as possible.
- J. Any employee laid off due to an economic reduction in force will be, placed on a recall list and given priority for rehire over any outsider for two (2) years. If recalled, the employee will return to the step on the guide that they previously held along with any other benefits previously held.

**ARTICLE 23
SAVINGS CLAUSE**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any benefit existing prior to its effective date.

**ARTICLE 24
WORK CONTINUITY**

- A. The Association covenants and agrees that during the lifetime of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or absenteeism in whole or part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkdown, walkout or other job action against the Board. The Association agrees that any such action would constitute a material breach of this Agreement
- B. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.
- C. Nothing contained herein shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries.

DATED: June 11, 2002

WATERFORD TOWNSHIP EDUCATION ASSOCIATION

ATTEST:

Lynda Garrett
SECRETARY

BY: Julia DePalma Duffy
PRESIDENT

DATED: 6/19/02

WATERFORD TOWNSHIP BOARD OF EDUCATION

ATTEST:

Carl Donald
SECRETARY

BY: Francis J. DeBono
PRESIDENT

SACC AIDES

<u>Step</u>	<u>2002 - 2003</u>	<u>2003 - 2004</u>	<u>2004 - 2005</u>
1	6.83	7.10	7.13
2	7.10	7.13	7.43
3	7.13	7.42	7.47
4	7.40	7.45	7.77
5	7.68	7.73	7.80
6	8.01	8.02	8.09
7	8.20	8.37	8.40
8	8.40	8.57	8.76
9	8.75	8.78	8.97
10	9.35	9.35	9.19
11	9.76	9.80	9.90
12	10.10	10.20	10.30
13	10.50	10.60	10.68

SACC SITE SUPERVISOR

<u>Step</u>	<u>2002 - 2003</u>	<u>2003 - 2004</u>	<u>2004 - 2005</u>
1	9.85	10.25	10.50
2	9.92	10.29	10.73
3	10.07	10.36	10.77
4	10.25	10.52	10.85
5	10.85	10.90	11.01

SACC FACILITATORS

<u>Step</u>	<u>2002 - 2003</u>	<u>2003 - 2004</u>	<u>2004 - 2005</u>
1	14.02	14.25	14.40
2	14.64	14.65	14.92
3	15.27	15.29	15.34
4	15.84	15.95	16.01
5	16.50	16.55	16.70
6	17.19	17.25	17.33
7	17.76	17.96	18.00
8	18.79	18.79	18.80
9	19.52	19.63	19.65
10	20.00	20.39	20.50
11	20.80	21.00	21.35

CLASS III CUSTODIANS

<u>Step</u>	<u>2002 - 2003</u>	<u>2003 - 2004</u>	<u>2004 - 2005</u>
1	8,016	8,274	8,474
2	8,216	8,374	8,662
3	8,424	8,583	8,748
4	8,924	8,976	8,986
5	9,424	9,524	9,637
6	9,924	10,124	10,231
7	10,431	10,672	10,711
8	10,901	11,009	11,213
9	11,399	11,512	11,716
10	11,819	12,097	12,216
11	12,329	12,508	12,721
12	12,829	13,019	13,212
13	13,394	13,536	13,722
14	13,924	14,036	14,229
15	14,449	14,546	14,737
16	14,909	15,111	15,230
17	15,482	15,671	15,799

Compressed guide. Steps do not reflect years of service. Employee salaries move forward by rate of settlement each year.

CLASS I CUSTODIANS

<u>Step</u>	<u>2002 - 2003</u>	<u>2003 - 2004</u>	<u>2004 - 2005</u>
1	24,336	25,028	25,428
2	24,435	25,428	25,999
3	25,528	25,528	25,628 <i>24623</i>
4	26,710	26,720	26,728
5	27,881	27,900	27,900
6	29,000	29,127	29,500
7	31,154	31,154	30,496
8	32,525	32,790	32,800
9	33,500	33,979	34,093
10	34,630	35,111	35,576

Compressed guide. Steps do not represent years of service. Employee salaries move forward by rate of settlement each year.

MAINTENANCE MECHANIC

<u>Step</u>	<u>2002 - 2003</u>	<u>2003 - 2004</u>	<u>2004 - 2005</u>
1	31,321	32,387	33,875
2	32,179	32,699	33,909
3	33,279	33,617	34,235
4	34,300	34,700	35,197
5	35,700	36,545	36,767
6	38,320	38,542	38,923
7	39,142	39,997	40,201
8	42,899	43,767	43,979
9	43,815	44,219	44,673
10	44,892	45,774	46,131
11	46,976	47,531	47,925

Compressed guide. Steps do not equal years of service. Employee salaries move forward by rate of settlement each year.

BSIP – 3 HOURS

<u>Step</u>	<u>2002 - 2003</u>	<u>2003 - 2004</u>	<u>2004 – 2005</u>
1	3,650	3,700	3,800
2	3,783	3,813	3,874
3	3,784	3,952	3,992
4	3,928	3,953	4,138
5	4,079	4,103	4,139
6	4,239	4,261	4,296
7	4,457	4,429	4,462
8	4,656	4,656	4,637
9	4,891	4,875	4,875
10	5,231	5,110	5,104
11	5,404	5,465	5,350
12	5,613	5,646	5,722
13	5,830	5,864	5,911
14	6,066	6,091	6,140
15	6,307	6,337	6,377
16	6,543	6,559	6,635
17	6,800	6,900	7,000
18	7,250	7,350	7,400
19	7,550	7,650	7,750
20	8,150	8,300	8,400
21	8,600	8,750	8,900
22	9,100	9,150	9,200
23	9,398	9,450	9,500
24	9,700	9,818	9,900
25	10,100	10,200	10,280

BSIP – 6 HOURS

<u>Step</u>	<u>2002 - 2003</u>	<u>2003 - 2004</u>	<u>2004 - 2005</u>
1	8,250	8,300	8,350
2	8,563	8,575	8,590
3	9,150	9,175	9,200
4	9,400	9,450	9,500
5	9,575	9,600	9,700
6	10,300	10,600	10,700
7	11,200	11,300	11,400
8	11,600	11,700	11,800
9	12,000	12,100	12,200
10	12,400	12,500	12,600
11	12,800	12,900	13,000
12	13,424	13,546	13,620
13	13,948	14,090	14,200
14	14,400	14,571	14,683
15	14,900	15,000	15,256
16	16,500	16,700	16,800
17	17,216	17,300	17,400
18	17,753	17,986	18,000
19	18,706	18,547	18,831
20	19,200	19,542	19,419
21	19,800	20,000	20,460

Compressed guide. Steps do not represent years of service. Employee salaries move forward at the rate of settlement each year.

NON-INSTRUCTIONAL AIDES

<u>Step</u>	<u>2002 - 2003</u>	<u>2003 - 2004</u>	<u>2004 - 2005</u>
1	3,000	3,000	3,000
2	3,088	3,100	3,150
3	3,224	3,226	3,233
4	3,347	3,368	3,413
5	3,476	3,497	3,527
6	3,610	3,631	3,661
7	3,740	3,771	3,801
8	3,948	3,948	3,948
9	4,181	4,181	4,186
10	4,365	4,368	4,368
11	4,605	4,574	4,574
12	4,794	4,811	4,811
13	5,005	5,005	5,037
14	5,228	5,228	5,228
15	5,521	5,474	5,474
16	5,765	5,767	5,767
17	6,055	6,055	6,059
18	6,300	6,326	6,326
19	6,623	6,623	6,623
20	6,875	6,900	6,986
21	7,100	7,200	7,314
22	7,150	7,250	7,400
23	7,320	7,530	7,700
24	7,431	7,600	7,800
25	7,500	7,763	7,900
26	8,000	8,100	8,128

INSTRUCTIONAL AIDES

<u>Step</u>	<u>2002 – 2003</u>	<u>2003 – 2004</u>	<u>2004 – 2005</u>
1	8,150	8,300	8,400
2	8,352	8,514	8,690
3	8,509	8,725	8,914
4	8,832	8,889	9,135
5	9,172	9,227	9,307
6	9,530	9,582	9,661
7	10,006	9,956	10,032
8	10,507	10,453	10,424
9	11,033	10,976	10,944
10	11,508	11,526	11,492
11	12,068	12,068	12,068
12	12,729	12,733	12,752
13	13,289	13,289	13,331
14	13,703	13,883	13,914
15	14,535	14,535	14,535
16	15,228	15,228	15,228
17	15,876	15,898	16,031
18	16,365	16,609	16,784
19	18,249	18,249	18,750
20	19,052	19,052	19,052
21	19,500	19,904	19,253
22	19,600	20,100	20,839

SECRETARIES

<u>Step</u>	<u>2002 - 2003</u>	<u>2003 - 2004</u>	<u>2004 - 2005</u>
1	18,500	18,750	19,000
2	19,053	19,327	19,631
3	19,600	19,905	20,235
4	20,232	20,476	20,840
5	20,843	21,136	21,439
6	21,710	21,826	22,129
7	22,668	22,728	22,852
8	23,702	23,702	23,797
9	24,745	24,745	24,791
10	25,783	25,851	25,885
11	25,800	26,935	27,066
12	26,308	26,985	28,201
13	26,897	27,484	28,301
14	27,679	28,099	28,776
15	28,375	28,916	29,420
16	29,843	29,644	30,275
17	30,216	31,177	31,037
18	31,107	31,566	32,643
19	32,695	32,498	33,050
20	34,303	34,157	34,025
21	35,695	35,837	35,762
22	37,106	37,291	37,521
23	39,034	38,765	39,043
24	39,300	40,778	40,587
25	41,500	42,000	42,695

LIBRARY CLERKS

<u>Step</u>	<u>2002 - 2003</u>	<u>2003 - 2004</u>	<u>2004 - 2005</u>
1	11,900	11,950	12,000
2	12,451	12,651	12,700
3	12,900	12,950	13,000
4	13,600	13,700	13,800
5	14,100	14,200	14,300
6	14,890	14,900	15,000
7	15,483	15,568	15,700
8	16,100	16,175	16,299
9	16,500	16,800	16,935
10	17,500	17,750	17,850
11	18,600	18,750	18,900
12	20,700	20,800	20,900
13	21,564	21,564	21,859
14	22,818	22,528	22,818
15	23,500	23,838	23,587
L	23,950	24,000	24,958

Compressed guide. Steps do not represent years of service. Employee salaries move forward by the rate of settlement each year.

HEAD COOK

<u>Step</u>	<u>2002 - 2003</u>	<u>2003 - 2004</u>	<u>2004 - 2005</u>
1	9.54	9.60	9.75
2	9.96	9.96	10.05
3	10.45	10.45	10.45
4	10.96	10.96	10.96
5	11.49	11.49	11.49
6	11.90	11.95	11.95
7	12.42	12.54	12.79
8	12.66	12.98	13.13
9	12.88	13.23	13.59
10	13.15	13.46	13.85
11	13.48	13.74	14.09
12	13.78	14.08	14.39
13	14.14	14.40	14.74
14	14.51	14.77	15.08
15	14.97	15.16	15.46
16	15.55	15.64	15.88
17	16.16	16.25	16.38
18	18.47	17.44	18.00
19		19.30	18.26
20			20.21

Compressed guide. Steps do not represent years of service. Employee salaries move forward by rate of settlement.

CAFETERIA WORKERS

<u>Step</u>	<u>2002 - 2003</u>	<u>2003 - 2004</u>	<u>2004 - 2005</u>
1	8.80	8.90	9.00
2	9.19	9.19	9.32
3	9.58	9.60	9.63
4	9.94	10.01	10.05
5	10.35	10.39	10.48
6	10.80	10.80	10.87
7	11.34	11.34	11.38
8	11.90	11.90	11.90
9	12.42	12.42	12.42
10	12.66	12.98	12.98
11	12.88	13.23	13.59
12	13.15	13.46	13.82
13	13.48	13.74	14.09
14	13.78	14.08	14.08
15	14.14	14.40	14.74
16	14.50	14.77	15.07
17	14.89	15.15	15.46
18	15.28	15.56	15.87
19	15.77	15.96	16.29
20	16.37	16.47	16.71

Appendix A
Health Insurance - CURRENT PLAN

BENEFIT	TRADITIONAL COMPONENT
Contract/Benefits booklet received	Yes
Number of plans offered	1
Open enrollment period	Yes
Member may switch plans during open enrollment/begin new level of benefits	Yes
Appeal procedure for disputed claims	Insurance providers, then to State Health Benefits Commission
Coverage categories	Single Husband/Wife Parent/Child Family
Surcharge included in rates/premiums	N/A
Definition of full-time employee	Employee works Minimum of 20 hr./week (25 hrs. for Aides)
Definition of dependent child	Unmarried children; includes stepchildren, foster children, legal wards
Maximum age for dependent Coverage	End of calendar year in which child turns 23; continued coverage over 23 if handicapped
Dependent child must be full-time student	No
Full coordination of benefits in-district/ out-of-district	With PPO/HMO in-district/out-of-district
Reimbursement for Medicare B by Board of Education for active employee and/or spouse	Yes
Method of premium payment (monthly premium, minimum premium, reserves, self-insurance, re-insurance, etc.)	Monthly Premium
Automatic "spin-off" from basic to major medical	Yes
Which organ transplants are covered	Heart, lung, heart-lung, Pancreas, kidney, cornea liver, certain bone marrow
Benefits covered from "First Dollar"	Hospital, skilled nursing facility, "PAT", some surgical, hospital for

	accidental injury, some" diagnostic lab & x-ray, physical therapy, radiotherapy
Plan permits cobra-covered employee to return to group plan at retirement	Yes
Home health care	60 visits in 61 days following hospital discharge
Restriction on hospital usage	All hospitals in NJ covered
Managed care component for mental and nervous disorders	No
Managed care component for alcohol/substance abuse	No
Mandatory second surgical opinion Requirement	No
Penalty for not obtaining mandatory second surgical opinion	None
Pre-admission certification required	No
Penalty for not obtaining "PAC" for hospital/procedure	None
Continued stay review (CSR) for Hospitalization	No
First dollar coverage in-hospital treatment-mental and nervous disorders	100% for 20 days at member facility, balance at 80% after deductible up to annual/lifetime max.
First dollar coverage for lab and diagnostic benefits	X-ray Therapy-\$500 Lab-Pathology-\$25 Radium Therapy-\$150 Diagnostic X-ray-\$125 Physical Therapy-\$50 Balance at 80% after deductibles
MAJOR MEDICAL	
Maximum out-of-pocket expenses	\$ 100 deductible per employee \$400 coinsurance per person., only 1 dependent pays deductible
Stop-loss Threshold limit	80% of UCR up to \$2,000 after deductibles. Then 100% of UCR
Definition of usual customary and reasonable	Claims paid up to 90th percentile of UCR
Determination of UCR	NJ and out-of state zip code where treatment occurs
Prescription drug co-payments covered	Yes
Dollar limit for out-of-hospital mental and nervous disorders-annual/	\$10,000 Annual \$20,000 Lifetime

Lifetime		
Restoration clause for mental and nervous disorders		Up to \$2,000 per year for additional \$20,000. Lifetime/total \$40,000
Restoration clause for all other major medical		Up to \$2,000 per year
Lifetime limits of major medical		\$ 1,000,000 per person plus restoration benefits
Honors deductibles and coinsurance paid under existing plan		Yes
Chiropractic care		Covered at 80% after deductible, provided it is medically necessary and not for maintenance
Maternity		Some first dollar coverage. Balance at 80% under major medical up to \$2,000. 100% after \$2,000
Physical therapy		\$50 at 100% out-of-hospital balance to major medical 80% after deductible

Prescription Lens Reimbursement \$200 every 24 months

**POINT OF SERVICE
BENEFIT**

Contract/benefits booklet received		Yes
Number of plans offered		1
Open enrollment period		Yes
Member may switch plans during open enrollment/begin new level of benefits		Yes
Appeal procedure for disputed claims		Insurance providers, then to State Health Benefits Commission
Coverage categories		Single Husband/wife Parent/Child Family
Surcharge included in rates/premiums		N/A
Definition of full-time employee		Employee works minimum of 20 hrs. per week
Definition of Dependent child		Unmarried children; includes step children, foster children, legal wards

**Appendix A
Health Insurance**

BENEFIT	POINT OF SERVICES
Maximum age for dependent coverage	End of calendar yr. In which child turns 23; continued coverage over 23 if handicapped
Dependent child must be full-time Student	No
Full coordination of benefits in-district/out-of district	With traditional/HMO in-district or other SHBP with non-SHBP plans out-of-district
Reimbursement for Medicare by Board Education for active employee and/or spouse	Yes
Monthly premium method of premium payment (monthly premium minimum, premium, reserves, self-insurance, reinsurance, etc.)	Monthly premium
Plan permits cobra-covered employee to return to group plan at retirement	

Appendix A

BENEFIT	IN-NETWORK	IN-NETWORK
Benefits covered from "First Dollar"	Most expenses some after \$5.00 co-payment	Emergency accidental injury after \$25.00
Skilled nursing facility	100 days per yr. At 100% in member facility	60 days per yr. at 70% after ded.
Home health care	100%	70% after ded.
Sufficient no. of providers both hospitals and physicals in area	Yes	N/A
Number of providers	53+ NJ hosp. 4,000 + NJ phys. 38+ NY hosp. 2,400 + NY phys. 32+ PA hops. 2,000+ PA phys. Plus Prucare Providers in other states	
List of PPO/POS providers submitted	Yes	N/A
Deductibles and coinsurance	Co-payments \$5 per office visit	Deductibles \$100 per hosp stay per

	\$25 per emergency room; 10% out-patient mental health	indiv., \$250 per hosp. stay per family most expenses: \$100/\$250 per year
Maximum out-of-pocket expenses	\$400 per individual \$1,000 per family	30% of all exp. except 50% for in-patient drug and mental disorders to \$2,000 per individual or \$5,000 per family
Lifetime limits for mental health and drug related care	\$15,000 Annual \$50,000 Lifetime	\$15,000 Annual \$50,000 Lifetime
Lifetime limits for all other expenses	Unlimited	\$1,000 per person
Mental health and drug abuse-in-hospital	100% up to 25 days Balance at 90% up to annual/lifetime limits	50 days at 50% after ded. up to annual/lifetime limits
Mental health and drug abuse-out-of-hospital	90% up to annual/lifetime limits	70% after ded. up to annual/lifetime limits
Alcohol abuse	In-patient: 100% Out-patient: 90% up to annual/lifetime limits	In-patient: 70% after ded. Out-patient: 70% after ded. up to annual-lifetime limits
Prescription drug/co-payment coverage	90% covered 30% coinsurance	70% covered 30% coinsurance
Chiropractic care	90% covered 10% coinsurance	70% covered 30% coinsurance
Maternity	100% after \$5 co-payment for 1 st visit	70% covered 30% coinsurance
Physical therapy	90% covered 10% coinsurance	70% covered 30% coinsurance

Prescription Lens Reimbursement \$200 every 24 months

BENEFIT	RETIREE COVERAGE
Decrease in benefits for Medicare-eligible retirees	No
Plan pays the difference between Medicare and UCR allowance	yes
Rate/premium reduced for Medicare eligible retirees	Trad: 34%-47% reduction NJ Plus: 39%-51% reduction Memo re: SHBP rate revised annually
Automatic "Spinoff" from Medicare to secondary plan	Yes

Appendix A-2

**WATERFORD TOWNSHIP
BOARD OF EDUCATION**

Delta Premier

Fee Basis: The following. Delta Premier Program based upon the Usual Customary and Reasonable Fee Concept.

Program I	Co-Payment - Preventive and Diagnostic	100%
	Remaining Basic Benefits (Includes Repair of Dentures):	80/20
	Crowns, Inlays and Gold	
	Restorations:	80/20
	Prosthodontic Benefits	60/40

- o The maximum amount payable by Delta for the above dental services provided an eligible patient in any calendar year is \$2000.00 and a \$25.00 annual deductible.
- o Individuals at their option, if permitted by the carrier, may select additional dependent coverage which shall made through payroll deductions.
- o Individuals may select eligible dependent coverage at no cost provided they select the "Flag Ship Program".

Delta Preferred

If a Delta Preferred Program is included on an optional basis, then at least 10 employees must enroll in order to implement the benefits.

FLAGSHIP DENTAL

SCHEDULE OF BENEFITS AND COPAYMENTS:
(Board pays full cost for employee & Dependent)

Subject to the limitations, exclusions and member copayments set forth herein the following services shall be per-formed as needed and deemed necessary by the Plan Dentist.

1. PRIMARY BENEFITS to be performed by your selected Primary Care Dentist:

	<u>MEMBER PAYS</u>
VISITS AND DIAGNOSTIC	N/C
PROPHYLAXIS AND FLORIDE TREATMENT	N/C
X-RAYS	N/C
ORAL SURGERY	N/C
PERIODONTICS	N/C
ENDODONTICS	N/C

RESTORATION

Silver Restorations - Primary Teeth	N/C
Silver Restorations - Permanent Teeth	N/C
Acrylic, Plastic Restoration - Anterior teeth	
Primary and Permanent	N/C
Crowns (Caps)	
Acrylic 75	
Acrylic with metal	230
Porcelain	220
Porcelain with metal	240
Full metal crown	240
Gold onlay or ^{3/4} crown	230
Stainless steel (primary)	50
Stainless steel (permanent)	50
Removable acrylic space maintainer	N/C
Fixed spacer, band type	N/C

PROSTHETICS (includes Fixed Bridges)

Artificial, Teeth, Replacement	
Tru-pontic type	240
Porcelain to metal	240
Plastic processed to gold	230
Dentures	
Complete upper denture	250
Complete lower denture	270
Partial upper/lower (each)	270
Denture and partial adjustments	N/C
Denture and partial repairs	20
Adding teeth/clasps to existing partial or denture (per tooth)	30
Office reline	55
Laboratory reline	75
Recementation	N/C

Other Procedures

Failure to cancel appointment (24 hr. notification)	25
Emergency visit after normal visiting hours	25

2. SPECIALTY SERVICES to be performed by Plan Dental Specialist only if approved in advance by FLAGSHIP after referral by the patient's Primary Care Dentist

PERIODONTICS	N/C
ORAL SURGERY	N/C
REMOVAL OF CYST AND NEOPLASM	N/C
EXCISION OF BONE TISSUE	N/C
SURGICAL INCISION	N/C
OTHER SERVICES	N/C
ENDODONTICS	N/C

OUT-OF-AREA-EMERGENCY CARE

Flagship will reimburse actual charges up to \$50.00 per covered person when receiving emergency care while temporarily more than 35 miles from the Attending Flagship Dental Office.

Appendix A-3

**WATERFORD TOWNSHIP
BOARD OF EDUCATION**

Prescription Drug Program
Benefits Summary

\$2/\$10 Generic Incentive Program
\$0 Mail Order
Includes Needles & Syringes
Includes Contraceptives

Excludes Smoking Deterrents
Excludes Rogaine
Excludes Retin A
Excludes Fertility Drugs
Excludes Anti-Obesity Drugs
Excludes Vitamins & Minerals

Dependent Handicapped Children to Age 19
Students to Age 23