

**Board of Education of the West Windsor-
Plainsboro Regional School District**

A G R E E M E N T

Between

West Windsor-Plainsboro Support Staff Supervisors Association

Effective Date

July 1, 2004

through

June 30, 2007

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Article I

RECOGNITION

The West Windsor Plainsboro Regional Board of Education hereby recognizes the West Windsor Plainsboro Support Staff Supervisors Association as the representative and as exclusive and sole representative for collective negotiations concerning terms and conditions of employment for non-certified supervisors under contract or on leave, now employed, or as hereafter may be employed by the Board including:

Director of Buildings and Grounds
Assistant Director of Buildings and Grounds
Co-Director of Buildings and Grounds
Transportation Coordinator
Assistant Transportation Coordinator

and excluding all other personnel.

Article II

NEGOTIATIONS PROCEDURE

- 2.1 The parties agree to enter into collective negotiations over a successor agreement. Such negotiations shall begin in the calendar year preceding the year in which this agreement expires. A later date may be set for commencement of negotiations if mutually agreed upon.
- 2.2 Upon request by the association president, the board agrees to make known to the president when and where information is available that the board is required by law to release.
- 2:3 Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party.

2:4 The agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.

Article III

GRIEVANCE PROCEDURE

- 3:1 Grievance Defined
- 3:1.1 A claim by an employee that he/she has suffered a loss or injury as a result of the misinterpretation, misapplication, or violation of this agreement.
- 3:1.2 A claim by an employee that he/she has suffered a loss or injury as a result of misinterpretation, misapplication, violation, or inequitable application of board policy or administrative decision.
- 3:2 Aggrieved Person Defined
- 3:2.1 An aggrieved person is the person or persons making the claim.
- 3:3 Purpose
- 3:3.1 The purpose of this procedure is to secure equitable solutions to grievance at the lowest possible administrative level.
- 3:4 Confidentiality
- 3:4.1 Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

- 3:5 Procedure
- 3:5.1 Grievances should be processed as rapidly as possible; therefore, the number of days indicated at each administrative level should be considered as a maximum, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 3:5.2 Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decisions rendered at that step.
- 3:5.3 Failure at any step of this procedure to communicate a decision on a grievance within the specified time limits shall be deemed a rejection of the grievance and shall permit the aggrieved to proceed to the next step.
- 3:5.4 A grievance to be considered under this procedure must be initiated by the employee or the association within twenty calendar days from the time when the employee knew or should have known its occurrence.
- 3:5.5 It is understood that employees shall, during and notwithstanding, the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the board until such grievance and any effect thereof shall have been fully determined.
- 3:6 Level One
- 3:6.1 Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level.

3:7

Level Two

3:7.1

If, as a result of the discussion, the matter is not resolved satisfactorily within five working days the grievant shall set forth the grievance in writing to the Assistant Superintendent for Finance, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of previous discussion; and
- d. the dissatisfaction with decisions previously rendered.

The Assistant Superintendent for Finance shall communicate a decision to the grievant in writing within ten working days of receipt of the written grievance.

3:8

Level Three

3:8.1

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

- 3:9 Level Four
- 3:9.1 If the grievance is not solved to the employee's satisfaction, no later than five working days after the receipt of the decision of the superintendent, he/she may request an informal appearance with the board. The request shall be submitted in writing to the Superintendent, who shall attach all related papers and forward the request to the board. A committee of the board shall review the grievance, conduct the informal appearance with the employee, if requested, and render a decision in writing within thirty days.
- 3:9.2 The decision of the board or board committee on a claim that he/she has suffered a loss or injury as a result of a misinterpretation, misapplication, violation or inequitable application of board policy or an administrative decision, shall be binding and not grievable beyond this level.
- 3:9.3 No claim by an employee shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to:
- a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Board of Education or any matter which according to law is either beyond the scope of board authority or limited to action of the board alone.
 - b. A complaint of an employee which arises by reason of being re-employed.
- 3:10 Level Five
- 3:10.1 If the employee is dissatisfied with the decision of the board and if the grievance pertains to a violation of this agreement between the board and the association, the association may request the appointment of an arbitrator no later than ten working days after the decision in step four.

- 3:10.2 An employee, in order to process the grievance beyond Level Four, must have the request for such action accompanied by the written recommendation for such action by the association.
- 3:10.3 Request for appointment of an arbitrator shall be made in accordance with the rules and regulations of PERC, with a copy of the request sent to the superintendent. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the agreement between the parties or any policy of the board of education. The recommendation of the arbitrator shall be binding. Only the board, the employee, the employee's representative, the association and the immediate supervisor shall receive copies of the arbitrator's report. This shall be accomplished within fifteen working days of the completion of the arbitration hearing.
- 3:11 Costs of Arbitration
- 3:11.1 Each party shall bear the total cost incurred by itself.
- 3:11.2 The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.
- 3:11.3 Whenever by mutual agreement of the parties, any representative of the association or any employee participates in grievance proceedings during working hours, that person shall suffer no loss in pay. Only one representative shall be entitled to the benefit of no loss in pay in any grievance proceeding.
- 3:11.4 Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected by the grievant.

Article IV

RIGHTS OF THE PARTIES

- 4:1 Pursuant to Chapter 123 Public Laws 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. As a duly selected board exercising governmental powers under cover of the laws of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, or deprive, or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey, or the Constitution of New Jersey and of the United States.
- 4:2.1 No employee shall be disciplined without just cause.
- 4:2.2 Discipline for minor infractions and major infractions may include but not limited to: verbal warning/reprimand, written warning/reprimand, suspension without pay, discharge.
- 4:2.3 New employees shall be on probation for one hundred twenty (120) calendar days. The probationary period shall be extended by the number of days absent during the probationary period. During the probationary period the Board of Education will not be required to prove just cause for taking disciplinary action of any kind, including discharge. If challenged, disciplinary action must be upheld in all respects unless wholly arbitrary, capricious or unreasonable.
- 4:3 Representatives of the association shall be permitted to transact official association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that approval shall not be withheld unreasonably.

- 4:4 The association shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities. A courtesy copy shall be placed in the superintendents and principal's mailboxes. The responsibility for the contents of communications rest wholly with the author. The association agrees to hold the board harmless including reimbursing for expenses incurred in the event of claims arising out of the distribution of association material. The board shall provide a bulletin board at each work site for the use of the association.
- 4:5 Whenever any employee is required to appear before the board of 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 aining hereto, then the employee 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 to represent that employee during each meeting or interview.
- 4:6 No employee shall be prevented from wearing pins or other identification of membership in the association or its affiliates.
- 4:7 Whenever, by mutual agreement of the parties, any representative of the association or any employee participates in negotiations during working hours, the employee shall suffer no loss in pay.
- 4:8 Representatives of the association shall be permitted to use school office equipment at all reasonable times, provided that this shall not interfere with the normal school operations, and provided that approval has been granted by the appropriate administrator. Such approval shall not be unreasonably withheld.

- 4:9 The rights and privileges of the association and its representative, as set forth in the agreement, shall be granted to the association as the exclusive representative of the employees and to no other representative organization.
- 4:10 No employee shall be required to use his/her personal vehicle for school business. Any employee who, through mutual agreement, uses his/her personal vehicles for school business shall be compensated at a rate equivalent to the current IRS rate.
- 4:11 One day with pay per year shall be available for use by the President of the Association or his/her designee to perform Association business. Time off for this purpose must be approved in advance by the Assistant Superintendent for Finance. Such approval shall not be unreasonably withheld.
- 4:12 Employees shall have the right to write a response to any material that is to be placed in their central office file. The response shall be attached to the original.

Article V

VACATIONS

- 5.1 Twelve month staff shall receive twenty-two (22) vacation days per year. However, employees hired on or after July 1, 1997 shall receive fifteen (15) vacation days during their first five years of employment.
- 5.2 Annual vacations may be taken at any time during the year with approval of the Superintendent.

- 5.3 Upon retirement or resignation, a member will be compensated for cumulative days to a maximum of forty-five (45) days at his current per diem rate of pay.
- 5.4 A member who dies before the contract period is completed shall have payment for cumulative vacation days paid to his estate.
- 5.5 Employees may accumulate unused vacation time from one year to the next; however, the total number of accumulated days may not exceed forty-five (45) as of August 31 of any school year. If on July 1 of any year, the total number of accumulated vacation days exceeds 45, the excess days must be used prior to August 31. Cumulative vacation days beyond (45) forty-five days on August 31 of any school year shall be converted to sick leave, however, no person may increase his/her total accumulation of unused sick days by more than 15 days in any one year.

Article VI

HOLIDAYS

- 6:1 Holidays will be posted each year and will be those nineteen days listed on the annual holiday schedule posted in the central office.
- 6:2 In the event a holiday named in this agreement falls during an employee's vacation period, then such employee shall not be charged with a vacation day on the holiday.

Article VII

LEAVES OF ABSENCE

- 7:1 Sick leave shall be defined to mean the absence from duty of any employee because of personal disability due to illness or injury, or because the employee has been excluded from school by the school district's medical authorities on account of contagious disease, or of being quarantined for such disease in the immediate household.
- 7:2 All ten month employees shall be credited with twelve days cumulative sick leave at the beginning of each school year. All twelve month employees shall be credited with fourteen days cumulative sick leave on July 1st of each year. Not more than 15 days may be accumulated as sick time in any given year.
- 7:3 Employees must call in to report absence at least one hour prior to starting time, except in cases of emergency. Such notification must include the number of days of expected absence (if more than one). If an employee's period of absence is about to exceed the number of days already reported, the same advance notice must be provided for the additional day(s). Failure to notify may result in disciplinary action.
- 7:4 Employees beginning employment or returning from an unpaid leave of absence after the school year has begun will be credited with allowable sick leave of one day for each month, or part thereof, remaining in the school year at the time their employment begins or resumes.
- 7:5 Employees shall be given a written accounting of accumulated sick days no later than November 30th of each school year.

7:6 Personal Business Leave

7:6.1 Define: Personal Business Leave is defined as the absence of any employee from his/her post during working hours for reasons such as the following:

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

7:6.2 Employees who request personal business leave must submit a form in writing and specify for which of the reasons (listed in a through j above) the leave is being requested.

7:6.3 Personal business leave shall not be used to extend a school holiday or vacation period without approval of the superintendent. A request for personal business leave made for a time occurring immediately preceding or following a vacation period or holiday will, of necessity, therefore, require the reason for said leave be set forth in the application in order that the superintendent's discretion may be exercised.

- 7:6.4 Three days, prorated, shall be granted to all full-time, ten and twelve month employees for the purpose of conducting personal business. Part-time employees shall receive personal leave, prorated, upon the relationship of part-time to full-time employment. Application to the employee's principal or immediate supervisor for personal leave shall be made at least four days before taking such leave (except in the case of any emergency). At the end of the school year unused personal business leave shall be accumulated as sick leave. Personal leave will also be prorated for employees who begin employment or return from an unpaid leave after commencement of the school year.
- 7:7 Convention: All employees are entitled to two days of absence with pay for the purpose of attending the annual NJEA Convention provided that the employees have submitted, in advance, their intention to attend. It is expected that those employees who request absence to attend the convention will be able to verify attendance.
- 7:8 Professional Days: Employees may be granted professional leave days for the purpose of attending approved conferences and/or workshops which will improve the performance skills of the employee. Application for approval shall be made to the employee's immediate supervisor at least five school days prior to taking such leave.
- 7:9 Leaves beyond the limits of the section: No other leaves of absence with or without pay may be taken without the approval by the board.
- 7:10 Absence for Family Illness
- 7:10.1 Family illness shall be defined to mean illness or injury of a member of the immediate family as defined below in "Absence for Death".

7:10.2 Three days leave per year shall be available to all full-time, twelve and ten month employees for the purpose of family illness. Part-time employees and employees who begin or return to employment after the beginning of the school year shall receive leave prorated upon the relationship of their actual employment to the full-time/part-time employment. A request for family illness leave must be accompanied by a statement identifying the family member requiring care and the nature of that care (i.e., Doctor's visit, medical assistance, etc.).

7:11 Absence for Death

7:11.1 Definition: Death leave shall be defined to mean the leave from a post of duty of an employee due to the death of either a member of the immediate family or another close relative.

7:11.2 Amount of leave at full salary:

a. Immediate Family: up to five days per occurrence without loss of pay shall be granted when an employee suffers the loss of a member of the immediate family. Immediate family shall include husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law.

b. Other close relative: up to three days leave per occurrence without loss of pay shall be granted when an employee suffers the loss of sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, daughter-in-law, son-in-law, anyone living in the same domicile at the time of death.

c. Relative not a member of the immediate family or close friend: up to one day of leave per occurrence without loss of pay shall be granted for an employee to attend the funeral of a relative who is not a member of the immediate family or a close friend.

7:11.3 Forms & Approval: Request for such leave shall be submitted on form A-98 "Request for Leave of Absence for Death".

7:12 Employees who are required to attend Military Service and/or National Guard during the school year shall be granted a paid leave of absence for a period not to exceed two (2) weeks. If the military obligation requires the participant to remain for a longer period than two (2) weeks during any contracted year, the employee shall receive the difference between his/her pay and his/her military pay for the time that the person is required to remain on active duty. During this period of time, all benefits and conditions of employment will remain in force.

Article VIII

EXTENDED LEAVES OF ABSENCE

8.1 Disability/Maternity Leave

8.1.1 An employee who is unable to work due to a disability, including a maternity disability, may request a leave of absence for the period of time related to the disability. The board shall not arbitrarily or unreasonably deny such requested leave. Unless the employee on leave has sick leave available and is otherwise able to use sick leave, such leave of absence shall be without pay.

8.1.2 Any employee who becomes pregnant shall notify the superintendent of her condition and, if she elects to remain in her position, may be required to submit periodic certification of her continuing fitness to perform her duties.

- 8.1.3 The Board of Education recognizes that pregnancy-related disabilities must be treated like other disabilities. Thus, during the four weeks preceding and the four weeks following childbirth, when the employee is presumed to be disabled, she will be entitled to sick leave benefits. Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may use additional sick leave benefits if she presents a physician's statement attesting to her continued disability.
- 8.1.4 The board reserves the right to request that an employee applying for leave submit a statement of health from his/her physician, and further reserves the right to require a maternity disability leave to start sooner than requested should the employee's condition (mental or physical) warrant this action. Any such action shall be subject to the procedure described in 8:1.5 of the Article.
- 8.1.5 The board shall not remove any employee from her duties during pregnancy, except on any one of the following bases:
- a. Performance: Her performance has substantially declined from the time immediately prior to her pregnancy.
 - b. Physical Incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:
 - (1) The employee fails to produce a certification from her physician that she is medically able to continue working, or
 - (2) The board's physician and the employee's physician agree that she cannot continue working, or

(3) Following any difference of medical opinion between the board's physician and the employee's physician, the board may request expert consultation in which case a third impartial physician, agreed upon by the employee and the board, shall be appointed to examine the employee and render a medical opinion which shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the board.

c. Just Cause: Any other just cause.

8:1.6 When the anticipated period of disability occurs early in the school year and therefore could substantially disrupt the employer's operations, it may be in the best interest of both parties for the leave to start at the beginning of the school year. Should both the board and the employee agree, the employee may use up to two months accumulated sick leave, despite the requirement that to receive disability payments an employee must work until one month before childbirth.

8:1.7 The board recognizes that pregnancy does not necessarily disable an employee. Thus, no employee will be required to take unpaid leaves of absences for pregnancy. As described elsewhere in this Article, the board may at its discretion require periodic physician certification of the employee's continued fitness to perform her duties.

8:1.8 As the board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave prior to any actual disability, this employee will not be able to receive sick leave payments when disability does occur.

8:1.9 Except as otherwise provided in this Article, no employee on maternity disability leave shall be barred from returning to work after the birth of her child by any prescribed waiting period between the birth of her child and the date of return to work; however, each such employee shall be required to file, at least two week prior to the date of her return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable of resuming her full duties, provided that if the board's physician is not in Agreement, that conflict of medical opinion shall be resolved in the same manner as set forth in 8:1.5(b) of this Article.

8:2 Child Care and Adoption Leaves of Absence

8:2.1 The board shall grant child care or adoption leaves of absence without pay to employees under the following terms and conditions.

8:2.2 An employee may request an unpaid leave of absence to care for a newly born or adopted child.

8:2.3 In the case of child care leave related to birth, the commencement date of the requested leave may be any time prior to birth. In the case of adoption leave, the employee shall submit written proof of intent to adopt and the estimated date of receipt of custody of the child; the commencement date of the requested leave shall be no earlier than one (1) week prior to the employee receiving de facto custody of the child. The board shall grant such leaves of absence with the requested commencement date and the date of return.

8:2.4 Employees seeking an unpaid leave of absence for child care or adoption shall, when possible, make written application to the superintendent not less than 90 days prior to the requested commencement date of the leave. This 90 day notification period may be reduced by Agreement between the employee and the superintendent.

- 8:2.5 An employee may return to work within the school year in which the leave begins, provided he or she shall have specified the month when he or she desires to return. Any change of the date of return within the same school year shall only be allowed at the discretion of the board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such change may be granted by the board for reasons associated with the pregnancy, birth, adoption or for other proper causes provided that such change will not substantially interfere with administration of the school. Any employee who has completed at least three (3) consecutive years of service, and who has been granted a leave of absence with a return date during the same school year who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if he or she makes application at least three (3) weeks prior to the commencement date of his or her leave of absence and subject to the provisions of 8:2.7 of this Article.
- 8:2.6 For employees who have not completed at least three (3) consecutive years of service, the board shall not be required to extend the leave for non-tenured employees beyond the school year for which they were hired. Non-tenured employees wishing to return for the following school year shall be considered by the board for re-employment for the following year.
- 8:2.7 Any employee who has completed at least three (3) consecutive years of service may return to work in a school year subsequent to the school year in which his or her leave begins, provided he or she shall have requested to do so in his or her application for a leave of absence. Any such employee shall be permitted to return to work at the beginning of any of the two (2) school years following the school year in which his or her leave commences, provided such employee has given the board written notice of his or her intention to do so not less than six (6) months prior to the beginning of the school year in which he or she wishes to return.

- 8:2.8 Any employee granted a leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year in which he or she actually returns from such leave) provided he or she has at least 175 working days (twelve-month employee) or 120 working days (ten-month employee) or more of service to the district in the year in which the leave commences.
- 8:2.9 No employee on child care/adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the West Windsor-Plainsboro Regional school District in the area of his/her competency.
- 8:2.10 Return to Service - An employee returning to service after a child care or adoption leave shall be considered for the same position that was held at the time the leave began.

Article IX

HEALTH INSURANCE

- 9:1 The Board shall, if the employee so requests, assume 100% premium payments for all full-time employees and part-time employees (who work a minimum of 20 hours per week) and their dependents for the medical, surgical and hospitalization insurance offering of the State Health Benefits Program for the duration of this contract.
- 9:2 Any contemplated change in the carrier not specified shall be discussed with the association prior to such change. However, the coverage, if changed, shall be subject to negotiations between the parties.

9:3 All employees who work 20 hours or more per week shall be entitled to all medical insurance benefits of the State Health Benefits Program. Employees hired after March 24, 1997 and who work between 20 and 30 hours per week shall pay a pro-rata share of the cost of insurance premiums for dental and prescription coverage (based on 40 hours per week).

9:4 The board will, if the employee so requests, pay the cost of dental insurance. The program shall be the New Jersey Dental Service Plan, Inc., the Delta Dental Plan, three Party (Employee, Two Party, and Family). The coverage shall be:

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

Effective January 1, 2006, enrolled employees and their dependents shall have an annual deductible of \$15 per individual with a maximum of \$30 per family. The deductible shall not apply to preventive services.

Effective January 1, 2007, the annual deductible shall be \$30 for an individual with a maximum of \$60 per family.

9:4.1 The above program is based upon Usual, Customary, and Reasonable (UCR) Fee concept. The maximum amount payable by NJDSP for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is \$1,500.

9:4.2 Orthodontic benefits are subject to a \$1,500 maximum per case which is separate from the \$1,500 maximum mentioned above applicable to Basic and Prosthodontic benefits. The Orthodontic benefits are applicable to both children and adults covered by this plan.

9:5 The Board, if the employee so request, will pay the cost of the Blue Cross Prescription Plan including oral contraceptive coverage to employee, spouse, and children, to age 23.

Effective July 1, 2005, the prescription co-pay shall be \$6 (generic), \$12 brand name and two times the applicable co-pay for the 90-day mail order option (\$12 for generic or \$24 for brand name).

Effective July 1, 2006, the prescription co-pay shall be \$7 (generic), \$15 brand name and two times the applicable co-pay for the 90-day mail order option (\$14 for generic or \$30 for brand name).

9:6 Waiver of Benefits:

- a. Employees who have alternate medical and/or dental and/or prescription coverage may elect to waive coverage in one or more of the insurance plans provided in this Article, by signing a waiver form.
- b. An employee who waives coverage shall receive payment equal to 25% of the cost of the premium the Board would have paid had the employee not waived coverage.

- c. The waiver must be submitted prior to May 1, and must be effective for the entire school year (July 1 - June 30). Each waiver will be effective for one year only and must be renewed each year if a continued waiver is desired.
- d. An employee who has waived coverage, but later loses coverage in his/her alternate insurance plan, may resume coverage under the Board's plan, upon reimbursement of the amount paid (prorated for each month of insurance coverage) and subject to rules and regulations of the insurance carrier.

9:7 An employee who has a spouse also employed by the Board shall not be eligible for any medical, dental or prescription benefits if his/her spouse is already covered under one of the plans offered by the Board providing the same or similar coverage.

Article X

HOURS OF WORK

10:1 The work year shall be from July 1 - June 30.

10:2 The normal work week for hourly employees is Monday through Friday; however, nothing shall prevent the Board from employing an individual whose normal work week would include Saturday and/or Sunday at regular pay. If such a position is created, no present employee shall be required to fill it. Posting and advertising shall be the same as for any other position. There will be a stipend of \$500 for this position, it full time, and prorated on that amount, if part time.

- 10:3 The work day shall consist of eight hours, including a thirty minute uninterrupted meal period, for hourly employees.
- 10:4 The work week and work day for salaried employees shall be generally the same as for hourly employees, with the understanding that all job requirements must be fulfilled even if work beyond the normal work day/work week is necessary.
- 10:5 Hourly employees shall receive time and one-half (double time on Sundays and holidays) for all time worked beyond forty (40) hours in a week, which is authorized by the Assistant Superintendent for Finance. Salaried employees shall not receive additional compensation of any kind for any time worked beyond the normal work day/work week.
- 10:6 “Hourly employees” are defined as those who are not exempt under the Fair Labor Standards Act, including the Assistant Director of Buildings and Grounds and the Assistant Transportation Coordinator. Effective June 1, 2005, the Assistant Transportation Coordinator shall be considered a “salaried employee.”
- 10:7 “Salaried employees” are defined as those who are exempt under the Fair Labor Standards Act, including the Director of Buildings and Grounds and the Transportation Coordinator. Effective June 1, 2005, the Assistant Transportation Coordinator shall be considered a “salaried employee.” Exempt from overtime under the Fair Labor Standards Act.

Article XI

SALARIES

11:1 Employees shall receive the following increases:

7/1/04	-	4.25% on prior year's salary
7/1/05	-	4.25% on prior year's salary
7/1/06	-	4.20% on prior year's salary

11:2 Longevity: 15-19 years - \$1,500
20+ years - \$2,000

11:3 The hiring rate for all employees shall be determined by the Board.

11:4 Upon retirement from the district, with at least twenty years of service to the district, the Board will:

a. Compensate employees for accumulated sick leave at the rate of one day of their then current rate of pay for every four days of accumulated sick leave. Effective July 1, 1997, compensation for employees new to the district shall be capped at \$10,000, regardless of the number of sick days accumulated.

b. Pay the cost of the employee's present coverage in the District's regular Prescription Plan and Dental Plan for a period of five years from the date of retirement.

c. Pay the cost of present coverage for employee and spouse in the District's regular health insurance plans for a period of five years from the date of retirement.

Article XII

ADMINISTRATION OF CONTRACT

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

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

If by the Association to the Board at:

West Windsor-Plainsboro Regional Board of Education
P.O. Box 505
505 Village Road West
Princeton Junction, N.J. 08550

If by the Board to the Association President.

Article XIII

DEDUCTIONS FROM SALARY

The Board agrees to deduct from the salary of the employee, dues for the West Windsor-Plainsboro Foremen's Association, the Mercer County Education Association, the New Jersey Education Association, and the National Education Association. The Board agrees to deduct association dues in accordance with Chapter 310, Public Law of 1967, NJSA 52:14-15,9e, and under rule established by the State Department of Education.

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

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

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

Amount of Fee - Prior to the beginning of each membership year, the association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the association to its members for the membership year. The Association will certify to the Board prior to the start of each membership year the amount of representation fee to be paid by non-members, which will be determined by the Association in accordance with applicable law and shall not exceed the maximum amount permitted by law.

Certification - Prior to the deduction of the representation fee in any membership year, the Association will certify to the Board in writing that the requirements of applicable laws, including NJAC 19:17-3.1 et seq., have been met. The Association shall also provide to the Board, prior to the deduction of representation fees, a copy of the demand and return system.

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

Fee for those employed after the start of the school year - Employees who are employed after January 1 of any year who choose not to become members will not be required to pay a representation for that year.

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

Article XIV

MISCELLANEOUS

- 14:1 Employees are eligible to receive reimbursement for the costs associated with the enrollment in and attendance at approved courses for professional improvement as follows:
- 14:1.1 Reimbursement shall cover 100% of the cost of tuition, registration, and lab fees of any college or university. The Board will pay 100% of the costs of approved texts per semester. A maximum of 18 credits per year shall be covered by these regulations; however, reimbursement shall not exceed the cost of 12 credits of coursework at Rutgers University, regardless of the number of credits taken.
- 14:2 The Board will continue to permit one non-resident employee to enroll his children in district schools without tuition cost. However, this benefit is limited to the employee who currently has his non-resident children enrolled. No other current or future employees will have any entitlement to this benefit.
- 14:3 The Board may provide one or more employees with the use of a Board - owned vehicle and/or a cellular phone. Providing either or both of these is at the complete discretion of the Board and is subject to change or elimination at any time. No dispute pertaining to Board - owned vehicles or cellular phones may be submitted to binding arbitration.

14:4 Employees who receive a promotion shall serve a sixty (60) calendar days probationary period. During this time the employee and the Association shall be kept informed of the progress the employee is making in the new position. During this probationary period the employee shall continue to accrue seniority in his/her former position. The employee shall retain the right to return to his/her former position (classification and building) in the event the employee and/or the Board of Education determines that the employee shall not continue in the new position. For purposes of this paragraph a promotion is defined as movement to a position which includes an increase in pay, other than a shift differential. The decision of the Board to return an employee to his/her former position during the probationary period shall not be subject to arbitration. The probationary period for an employee who is out of work for any reason will be automatically extended until the employee has actually worked sixty (60) calendar days in the new position.

Article XV

TERMS AND DURATION

This agreement shall be effective as of July 1, 2004 subject to the rights of the parties to negotiate over a successor agreement.

This agreement shall not be extended orally or in writing, as it is explicitly understood that it shall expire and terminate absolutely on June 30, 2007.

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

WEST WINDSOR PLAINSBORO SUPPORT STAFF SUPERVISORS ASSOCIATION

by _____

Date

Attest

by _____

Date

WEST WINDSOR PLAINSBORO REGIONAL BOARD OF EDUCATION

by _____

President

Date

Attest

by _____

Secretary

Date