

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WASHINGTON TOWNSHIP BOARD OF EDUCATION

AND

**WASHINGTON TOWNSHIP SCHOOLS SUPPORT
SERVICES PERSONNEL ASSOCIATION**

Covering Period

July 1, 2022

to

June 30, 2025

Approved by BOE on
_____, 2023

TABLE OF CONTENTS

Preamble	
Article I	Recognition1
Article II	Negotiation of a Successor Agreement.....2
Article III	Grievance Procedure.....2
Article IV	Board Rights6
Article V	Association Rights and Privileges7
Article VI	Employment Rights9
Article VII	Reduction in Force.....10
Article VIII	Non-Reemployment.....14
Article IX	Salaries.....14
Article X	Overtime Pay18
Article XI	Paid Holidays.....19
Article XII	Vacations.....20
Article XIII	Sick Leave.....22
Article XIV	Temporary Leaves of Absence23
Article XV	Extended Leaves of Absence24
Article XVI	Insurance Protection.....27
Article XVII	Personnel Files28
Article XVIII	Voluntary Transfers and Reassignments29
Article XIX	Involuntary Transfers and Reassignments29
Article XX	Evaluations.....30
Article XXI	Employee-Administration Liaison.....30
Article XXII	Transportation Workers' Assignments30
Article XXIII	Workers' Assignments.....30
Article XXIV	Food Service Workers' Assignments.....34
Article XXV	Assistants' Assignments34
Article XXVI	Maintenance/Custodians' Assignments36
Article XXVII	Transportation Maintenance Personnel Assignments39
Article XXVIII	Security Personnel39
Article XXIX	Computer Technicians.....39
Article XXX	Couriers.....40
Article XXXI	Job Coaches40
Article XXXII	Work Year.....41
Article XXXIII	Work Day.....42
Article XXXIV	Working Conditions.....42
Article XXXV	Deduction from Salary43
Article XXXVI	Miscellaneous Provisions.....43
Article XXXII	Duration of Agreement44

SCHEDULES

Schedule A	Transportation Workers' Salaries	45
Schedule B	Maintenance Workers' Salaries	45
Schedule C	Food Service Workers' Salaries.....	46
Schedule D	Assistants' Salaries	47
	Specialized Instructional Assistants.....	48
Schedule E	Custodians' Salaries.....	48
Schedule F	Computer Technician/Courier Salaries.....	49
Schedule G	Transportation Maintenance Personnel Salaries	49
Schedule H	Security Personnel Salaries.....	50
Schedule I	Job Coaches	50
Schedule J	High School Student Assistant	50
Schedule K	Child Care Workers Salaries.....	51
Schedule L	Extra Driving Work and Trips	51
	Trips/Extra Work Request Form.....	54

PREAMBLE

WHEREAS, the Board of Education of the Township of Washington, County of Gloucester, New Jersey (hereinafter "Board"), and the Washington Township Schools Supportive Services Personnel Association (hereinafter "Association"), pursuant to N.J.S.A. 34:13A-1, et. seq., have negotiated with respect to contract of employment and grievances of those employees contained within this bargaining unit; except as stated herein, the 2022-2025 Agreement between the parties shall remain the same.

ARTICLE I RECOGNITION

The Board of Education of the Township of Washington (Board) hereby recognizes the Washington Township Schools Supportive Services Personnel Association (Association) as the exclusive and sole representative pursuant to N.J.S.A. 34:13A-1, et. seq., for collective negotiations concerning grievances and terms and conditions of employment for a unit of non-certificated, non-supervisory employees of the Board in the following categories:

- (a) transportation workers
- (b) maintenance workers
- (c) food service workers
- (d) assistants
 - (1) Non-instructional
 - (2) Instructional
 - (3) Specialized Instructional Assistant
- (e) custodial employees
- (f) High School Student Assistant
- (g) computer technicians
- (h) courier
- (i) transportation maintenance personnel
 - (1) mechanics
 - (2) bus maintenance
- (j) security personnel
- (k) job coaches
- (l) childcare worker

The aforesaid unit shall exclude all certificated employees, supervisory employees, managerial employees, secretarial and clerical employees, and substitute and per diem employees.

ARTICLE II
NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1, et. seq., in accordance with PERC guidelines.
- B. Neither party during the course of negotiations shall have any control over the selection of the negotiating representative of the other party. The parties agree that their respective negotiating representative shall be clothed with the authority to make and consider proposals and to do all that is necessary for bona fide negotiations, provided, however, that it is understood that no successor agreement shall be binding on the parties unless and until ratified by the Board by a majority vote at a public meeting and by the Association by a majority vote of its membership.
- C. Whenever a member of the Association's negotiating committee is mutually scheduled by the parties to participate during working hours in negotiations sessions, he or she will suffer no loss in pay.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a written complaint by an employee or the Association based upon the interpretation, application or violation of board policy, the Agreement and administrative decisions affecting contract.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to resolve differences concerning rights of parties regarding terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. All time limits must be adhered to unless a modification or extension is agreed to by the Association and the Board. If such time limits are not adhered to by the Board or Administration, the aggrieved may initiate action to the next step of this procedure. If the aggrieved or the Association fails to adhere to such time limits, the grievance shall be considered withdrawn. A grievance to be considered under this procedure must be initiated by the aggrieved or the Association within twenty (20) workdays of its alleged occurrence or from the time when the aggrieved or Association could reasonably have known of its occurrence. All timelines established in this Article may be extended by mutual agreement between the parties to meet extraordinary developments.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

An employee with a complaint may file a grievance in writing with his/her principal or immediate supervisor either directly or through the Association's designated representative. The principal or immediate supervisor will meet with the grievant and/or the Association's designated representative with the objective of resolving the matter. After hearing the complaint of the grievant, the principal or immediate supervisor will respond in writing to the individual or the Association's designated representative, the Board President, the Association President and the Superintendent or his/her designee.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within ten (10) workdays after the grievance was delivered to the Principal or immediate supervisor, the aggrieved may, within five (5) workdays after decision, by the Principal or immediate supervisor, or fifteen (15) workdays after the grievance was presented to the Principal or immediate supervisor, whichever is less, file the grievance in writing with the Superintendent or his/her designee, copy sent to the Board President, stating (a) nature of grievance, including what contract provision or policy is being grieved, (b) results of previous discussion, (c) basis of dissatisfaction with the decision, (d) remedies sought.

5. **Level Three**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) workdays after the grievance was delivered to the Superintendent or his/her designee, the aggrieved may, within five (5) workdays after a decision by the Superintendent or his/her designee, or fifteen (15) workdays after the grievance was delivered to the Superintendent or his/her designee, whichever is less, submit in writing to the Board President a request for a hearing before the Board.

At the option of the Board, such hearing shall be held before the full Board or a designated committee of the Board. Such hearing shall be held within twenty-five (25) workdays of the request for a hearing. The aggrieved may submit written materials to the Board or the designated committee of the Board in support of his/her position at the time of his/her request for a hearing. Any such written materials shall be served on all parties in interest by the aggrieved person.

In the event that the hearing is held before the entire Board, the Board shall make a determination and notify the aggrieved person in writing within ten (10) workdays of the conclusion of the hearing. In the event that the hearing is conducted before a committee of the Board, such committee may, at the option of the Board, render a final determination. In the event that the right of final determination is vested in the committee of the Board, it shall make such determination and notify the aggrieved person within ten (10) workdays after the conclusion of the hearing. In the event that the hearing is conducted before a committee of the Board, the Board may, at its option, reserve the right of final determination in the full Board. In such event, the Committee of the Board shall make a report and recommendation to the entire Board and the entire Board shall thereafter make a final determination and notify the aggrieved person within ten (10) workdays after the conclusion of the hearing.

6. **Level Four**

- a. If the Association is not satisfied with the disposition of the grievance alleging a violation of a term or condition of this Agreement at Level Three, the Association may within fifteen (15) workdays after receiving written notification of the decision by the Board or the Board Committee, as the case may be, or forty-six (46) workdays after the request for the hearing, notify the Board that the grievance is being submitted to arbitration.
- b. Within ten (10) workdays after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to

obtain such a commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC in the selection of an arbitrator. The arbitrator shall limit him/herself to issues submitted to him/her and shall consider nothing else. She/he can add nothing to nor subtract anything from this agreement.

- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) workdays from the date of the close of the hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on both parties.
- d. 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.

D. Rights of Employees to Representation

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views and no settlement can be reached without notifying the Association at any level of this procedure.
- 2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

- 1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. A group or class action grievance must allege and demonstrate that the alleged violation of this Agreement occurred in two or more places throughout the District. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. All decisions rendered at Levels One, Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest, to the Board President, President of the Association and the Superintendent or his/her designee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C., paragraph 6 (c) or this ARTICLE.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, theretofore referred to in the ARTICLE.

ARTICLE IV BOARD RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the United States and the State of New Jersey. Nothing herein contained shall be considered to deny or restrict the Board in the exercise of its responsibilities under the Laws of the State of New Jersey. Except as otherwise specified in this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the school district to the full extent authorized by law. In exercising its powers, the Board, through its administrative staff, shall, subject to the provisions of this Agreement, exercise all of its managerial rights and authority to the extent permitted by law.

It is recognized that such rights and functions include but are not limited to:

- (1) Control of the management of the district, the supervision of all operations; the methods, process and means of performing any and all work; the control of the property; the composition, assignment, direction and determination of the size of its working forces; and the right to maintain and protect all property and equipment;
- (2) The right to determine the work to be done by employees in the unit;
- (3) The right to introduce new or improved operations, methods, programs, means or facilities;
- (4) The right to hire, schedule, promote, demote, transfer, release, and lay off employees; and the right to suspend, and discharge employees according to state statutes and district policy, and otherwise, to maintain an orderly, effective and efficient operation.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association and its representatives shall be permitted, upon prior approval of the administrator in charge, to transact official unit business on school property at reasonable hours, provided that this shall not interfere with or interrupt normal school operations. No Association meeting shall be conducted on school property unless prior notice has been given and approval secured from the building principal. Such approvals shall not be unreasonably denied.
- B. The Association and its representatives shall be permitted to use school equipment for unit business, subject to administrative approval, including typewriters, copiers, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use, provided however, that such use shall not be during the unit members' work hours or for the purpose of promoting a job action. The Association shall pay for the reasonable cost of all materials, supplies and equipment repair incident to such use.
- C. The Board agrees to deduct from the paychecks of unit employees who are members of the Association, Association membership dues and to remit same to the Association. Such deduction shall be made in Accordance with the provisions of N.J.S.A. 52:14-15.9(e), upon written authorization of such individual unit employees, and shall be limited to Association membership dues only. The Association shall indemnify, defend and save harmless the Board against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted for individual unit employees by the Association to the Board.
- D. Whenever any Association representative or unit employee is mutually scheduled by the parties to participate during working hours in grievance proceedings, administrative conferences or meetings, he or she will suffer no loss in pay.
- E. The Association shall have the right of reasonable use of the inter-school mail facilities and school mail boxes for Association communications.
- F. If during his or her normal working hours it becomes necessary for an Association officer to be called from his or her normal duties in order to represent a unit employee or the Association before the Administration, such officer shall suffer no loss in pay.
- G. The Association, shall be allowed up to nine (9) days annually for the sole purpose of conducting Association business. However, the Superintendent shall have the right to require an explanation as to what type of Association business (i.e. negotiations, grievance investigation, grievance hearing, etc.) is to be conducted when such release time is requested.

- H. The Board shall email the Association President and Association Membership Chair the Board of Education meeting agendas after each board of education meeting for the purposes of conducting membership audits.
- I. The Association President shall be granted full-time release from his/her duties with the Board. The President's salary and health benefits costs shall be reimbursed to the Board by the Association and/or its affiliates: WTSSSPA/GCEA/NJEA/NEA. This employee will maintain and continue to accrue their seniority placement, longevity, salary guide movement, and years of service toward their pension. This provision shall sunset on June 30, 2025.
- J. Public employers shall provide to exclusive representative employee organizations access to members of the negotiations units.
- K. Access includes, but is not limited to, the following:
1. The right to meet with individual employees on the premises of the public employer during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
 2. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization; and
 3. The right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.
- L. Within 10 calendar days from the date of hire of negotiations unit employees, public employers shall provide the following contact information to an exclusive representative employee organization in an Excel file format or other format agreed to by the exclusive representative employee organization: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer. Every 120 calendar days beginning on January 1 following the effective date of this act, public employers shall provide exclusive representative employee organizations, in an Excel file or similar format agreed to by the employee organization, the following information for all negotiations unit employees:

name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the public employer.

- M. The home address, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.).
- N. Exclusive representative employee organizations shall have the right to use the email systems of public employers to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union.
- O. Exclusive representative employee organizations shall have the right to use government buildings and other facilities that are owned or leased by government entities to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. An exclusive representative employee organization conducting a meeting in a government building or other government facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

ARTICLE VI EMPLOYMENT RIGHTS

- A. Each year, each unit employee shall be given written notice of his/her contract status for the ensuing school year and his/her salary status if a salary scale has been finalized by the Board of Education in May but no later than June 1.
- B. Each unit employee who receives written notice of reemployment for the ensuing school year shall signify his/her acceptance of such reemployment by returning a copy of said written notification within ten (10) days with his/her signed acceptance appended.

- C. Each written notification of reemployment accepted in writing by a unit employee shall be deemed to incorporate the terms of this Agreement.
- D. The employment contract of any unit employee may be terminated at any time by the Board or by the unit employee by either party giving to the other 30-day notice in writing of intention to terminate. Upon application of a unit employee, the board may waive such 30-day notice and permit the unit employee to terminate his/her employment in less than 30 days in situations involving emergencies or other justifiable reasons.
- E. Each newly hired unit employee shall be deemed to be a probationary employee to serve an initial 90-work day term. The Board shall be entitled to terminate the employment of any such probationary employee at any time within said 90-work day period by giving a 10-days' written notice.
- F. The Board may terminate the employment of a unit employee during the term thereof without reference to the 30-day notice set forth in Subsection D above, where the unit employee has been determined by the board to have engaged in such serious misconduct or such complete failure to perform his/her assigned duties and responsibilities as to constitute discharge for cause.
- G. For all unit employees newly hired by the Board after January 1, 1980, for permanent unit positions, seniority in said position and regular salary rate shall commence as of the first day actually worked in said position after the administrator, having posted the required notice of vacancy, has indicated to the employee in writing of his/her intent to recommend said employee to the Board to fill the permanent vacancy.
- H. No employee shall be disciplined or reprimanded without just cause. The term "disciplined" shall not be deemed to include either non-renewals or terminations of non-tenured employees.

ARTICLE VII REDUCTION IN FORCE

- A. In the event that the Board shall determine not to rehire or to lay off certain unit employees because of the elimination of any of the positions covered by this Agreement, any such layoffs shall be governed by the seniority principle set forth in this Article. Should two (2) employees have equal seniority than the date of hire in the district shall be the determining factor.
- B. In the event that the Board shall reduce the number of transportation worker positions, transportation workers having the least seniority in the school district as transportation workers shall be laid off first.

- C. In the event that the Board shall reduce the number of maintenance worker positions, maintenance workers having the least seniority in the school district as maintenance workers shall be laid off first.
- D. In the event that the Board shall reduce the number of food service worker positions, food service workers having the least seniority in the school district as food service workers shall be laid off first. Notwithstanding the foregoing, no food service helper shall be entitled to displace a head cook, assistant cook or cashier who has less seniority in the district as a food service worker and no assistant cook shall be entitled to displace a head cook who has less seniority in the district as a food service worker.
- E. In the event that the Board shall reduce the number of custodian positions, custodians having the least seniority in the school district as custodians shall be laid off first.
- F. In the event that the Board shall reduce the number of job coach positions, job coaches having the least seniority in the school district as a job coach shall be laid off first.
- G.
 - 1. For RIF purposes, there shall be three (3) categories of assistants, to wit: Instructional Assistants, Non-instructional Assistants and Specialized Instructional Assistants; however, the nomenclature shall be changed to "classification."
 - 2. The number of daily hours worked shall determine the employee's "category." The current variety of categories shall be reduced or eliminated by attrition or transfer based upon the board's financial and/or educational considerations. The "categories" that will be established are:

Instructional:	6.5 hours and 3.5 hours
Non-Instructional	3.5 hours and 2.5 hours

Current instructional assistants with 4.0 or more hours will establish the 6.5 hour seniority list based upon the date of hire in their current position.

Current instructional assistants with less than 4.0 hours will establish the 3.5 hour seniority list based upon the date of hire in their current position.

Non-instructional assistants, who as of the 1999-2000 academic year work more than 3.5 hours, shall remain in a separate category until such category is eliminated by the Board of Education or is eliminated through attrition.

NOTE: Placement on a seniority list does not mean that current hours worked will automatically increase or decrease. This placement is purely for the purpose of establishing a workable seniority list.

3. "Bumping" within a category shall not occur. When positions are eliminated, the least senior staff members in the affected category will be R.I.F.ed. Assignments within a category are at the prerogative of the administration. Seniority does not entitle any unit member to a particular job assignment.
4. Layoff (R.I.F.) is strictly by date of hire within a classification and category. Total hours worked shall not be a determining factor.
5. R.I.F.ed employees may "bump" to another category only if that category is LESS hours and if the employee HAS PREVIOUSLY SERVED in that category. No employee may "bump" up in a category. Seniority in the prior category shall be fixed at the seniority held when the employee left the prior category.

EXAMPLE:

An employee has worked for four (4) years as a 3.5 hour non-instructional assistant. The employee then becomes a 3.5 hour instructional assistant and works one (1) year in that position. An instructional assistant position is eliminated and the employee is R.I.F.ed. That employee would have the right to bump back into the 3.5 hour non-instructional employee position and bump the lowest seniority employee in that category.

6. Instructional and non-instructional assistants may "bump" into another classification and appropriate category only with prior service in that classification and category. No employee may "bump" up in hours from one classification to another.
 7. Employees who fall below the threshold for health benefits due to a R.I.F. shall lose benefits.
 8. Displaced employees shall be offered vacant positions on a seniority basis.
 9. Employees within the probationary period outlined in Article VI:E have not earned seniority and shall be the initial employees laid-off during a R.I.F. These employees do not have recall rights pursuant to Article VII:H
 10. A seniority list of all assistants separated into two (2) classifications and again into the appropriate categories within each will be compiled and will be mutually verified. Once completed, said list shall become the base list to which yearly updates will be applied. Said lists shall indicate any crossover allowances from the instructional to the non-instructional category for employees who are entitled to such a right.
- H. Notwithstanding the provisions of Subparagraphs B, C, D, E, and F of this Article, any unit employee (Employee #1) displaced in his/her category (see the categories identified in

Article I) by the operation of the seniority principle set forth above and who had previous service in the school district as a regular employee in a second category, shall be entitled to displace or "bump" the least senior employee (Employee #2) in said second category as long as he or she (Employee #1) has greater seniority in said second category than the least senior employee (Employee #2) in said second category.

Example #1 - A transportation worker is displaced because of the operation of the seniority principle set forth in Subparagraph B. Since that transportation worker had previously served three (3) years in the district as a maintenance worker, he/she would be entitled to "bump" the least senior maintenance worker if the latter has two (2) years of service in that position, but not if the latter has four (4) years of service in that position.

Example #2 - A food service worker is displaced because of the operation of the seniority principle set forth in Subparagraph D. Since that food service worker had previously served three (3) years in the district as a mathematics aide, she/he would be entitled to "bump" the least senior instructional aide if the latter has two (2) years of service in that position, but not if the latter has four (4) years of service in that position. The displaced food service worker would not be entitled to bump any other subcategory of aide.

- I. Any unit employee who is displaced by the operation of the seniority principle set forth in this Article shall have the right of first refusal for any vacancy which occurs in his/her category within one (1) calendar year of his/her displacement. Said offer shall be made in writing by certified mail to the employee at his/her last known address. If said employee fails to accept in writing by certified mail such an offer for a position within five days of the date of the notification as sent to the employee or to the Association, his/her rights under this subparagraph shall terminate.
- J. In addition, if an employee accepts such an offer and fails to report to work without good reason, his/her rights under this subparagraph shall terminate.
- K. Any employee who has been displaced after declining to accept a position for which he/she is eligible through displacing or "bumping" a less senior employee, shall have no rights under this subparagraph.
- L. Specialized instructional assistants are a separate category from the categories listed in paragraph G noted above. specialized Instructional assistants are assistants who have received and or/ will receive specialized training at the request of the Board of Education to service students in special education programs that were previously serviced out of the school district. These Specialized instructional assistants shall have bumping rights in a RIF in their category only, unless employed by the school district previously in another position. Assistants in other categories shall not have any bumping rights in the event of a RIF to claim a position in this new category (Specialized instructional assistants).

- M. The provisions of this Article shall be deemed to apply only to employees affected by the elimination of positions and shall not apply to employees who are not rehired or whose employment is terminated for other reasons.

ARTICLE VIII NON-REEMPLOYMENT

- A. Any unit employee who receives notice of a determination by the Board not to reemploy him/her for the following school year may, within 15 calendar days from receipt of the notice of non-renewal to submit a written request with the Board Secretary for a statement of reasons. The employee has 10 calendar days from receipt of the statement of reasons to request an informal appearance before the Board. The board has 30 calendar days from receipt of the request to provide the informal appearance.

ARTICLE IX SALARIES

- A. The salaries for all TRANSPORTATION WORKERS included in the unit represented by the Association are covered by this Agreement and shall be as set forth in the following schedule annexed hereto and made a part hereof:

Schedule A - 2022-2023 school year through 2024-2025

- B. The salaries for all MAINTENANCE WORKERS included in the unit represented by the Association are covered by this Agreement and shall be as set forth in the following schedule annexed hereto and made a part hereof:

Schedule B - 2022-2023 school year through 2024-2025

- C. The salaries for all FOOD SERVICE WORKERS included in the unit represented by the Association are covered by this Agreement and shall be as set forth in the following schedule annexed hereto and made a part hereof:

Schedule C - 2022-2023 school year through 2024-2025

- D. The salaries for all ASSISTANTS included in the unit represented by the Association are covered by this Agreement and shall be as set forth in the following schedule annexed hereto and made a part hereof:

Schedule D - 2022-2023 school year through 2024-2025

- E. The salaries for all CUSTODIANS included in the unit represented by the Association are covered by this Agreement and shall be as set forth in the following schedule annexed hereto and made a part hereof:

Schedule E - 2022-2023 school year through 2024-2025

- F. The salaries for the COMPUTER TECHNICIAN and COURIER included in the unit represented by the Association are covered by this Agreement and shall be as set forth in the following schedule annexed hereto and made a part hereof:

Schedule F - 2022-2023 school year through 2024-2025

- G. The salaries for all TRANSPORTATION MAINTENANCE workers included in the unit represented by the Association are covered by this agreement and shall be set forth in the following schedule annexed hereto and made a part hereof:

Schedule GH - 2022-2023 school year through 2024-2025

- H. The salaries for all SECURITY personnel included in the unit represented by the Association are covered by this agreement and shall be set forth in the following schedule annexed hereto and made a part hereof:

Schedule H - 2022-2023 school year through 2024-2025

- I. The salaries for all JOB COACHES personnel included in the unit represented by the Association are covered by this agreement and shall be set forth in the following schedule annexed hereto and made a part hereof:

Schedule I - 2022-2023 school year through 2024-2025

- J. Employees shall receive longevity payments for years in the district according to the following schedule:

10 – 14 years = Salary + 1% of their base salary
15 - 19 years = Salary + 2% of their base salary
20 - 24 years = Salary + 3% of their base salary
25+ years = Salary + 4% of their base salary

- K. All unit employees employed on a 10-month basis shall be paid in 20 semi-monthly installments, payable on the 15th and last day of the month, respectively.

- L. All unit employees employed on a 12-month basis shall be paid in 24 semi-monthly installments, payable on the 15th and last day of the month, respectively.

- M. When a payday falls on or during a school holiday, vacation or weekend, unit employees shall receive their paychecks on the last previous working day.
- N. A minimum of two maintenance workers who volunteer for on-call duty shall be designated to be on weekend and/or holiday call or shall receive an additional stipend of \$5,000 per year and serve in that position for the entire year; however, time spent on on-call duty shall not count towards double overtime. Employees selected for this responsibility shall be available to render service to the district on call 24 hours per day on weekends and/or holidays in a given contract year. Payment, subject to satisfactory fulfillment of this responsibility, shall be made (one half) in the second pay period in June and (one half) in the first pay period of December.

In the event that there are no volunteers for on-call duty, then the on-call duty shall be rotated among all employees in the Maintenance Department on a full rotation basis. On-call duty shall be paid to the employees subject to the vouchers being submitted and in accordance with the voucher schedule.

In the event a maintenance worker resigns prior to the end of a contract year, payment shall be made at the time of the severance of his employment in the district and shall be made on a prorated monthly basis.

- O. Any employee required to work a second shift shall receive a night differential of fifty (\$.50) cents per hour. The second shift differential for custodial, maintenance and security staff shall apply only to those hours worked after 3:00 p.m. on a workday.
- P. The salary schedules annexed hereto shall be pro-rated for those working less than 40 hours per week and/or 12 months per year, as the case may be.
- Q. Any employee required to attend any mandated training classes, meetings, work shops, etc., held outside of the normal working day shall receive additional compensation computed on the regular hourly rate of pay. This provision does not apply when any employee attends classes to secure a pesticide licensing or any other boiler operator's license.

All new maintenance and custodial employees shall be required to either hold a valid Black Seal License on date of hire or obtain a Black Seal License within one (1) year of the date of hire. Each maintenance and custodial employee who holds a valid black seal license shall maintain said license and shall receive an annual stipend of \$500.00. In addition, the Board shall pay the fee for any maintenance or custodial employee who takes the black seal-licensing course. One (1) employee on day shift in each building (where black seal is required), based on seniority, shall be designated as lead Black Seal and paid \$750.00 as long as he/she remains on that shift.

The Board will pay \$500.00 for each level of pesticide license it requires and authorizes an individual to obtain. Prior to seeking a new level of license, the individual must receive

written permission from the Business Administrator. Any license obtained and paid for must be kept current by the employee.

- R. All maintenance and custodial employees holding a CDL shall receive an annual stipend of \$250.00. This stipend shall be paid as long as the Board requests that the employee get a CDL.
- S. For purposes of future placement on the salary scale, any newly hired employee who works for less than a full contract year shall receive a full year's credit on the salary scale if he has worked the equivalent of at least one (1) day more than one half (1/2) of the total workdays for that position during that contract year.
- T. The Board shall be empowered to withhold the scheduled salary increment of any unit employee for unsatisfactory job performance or other good cause. Such action may be taken by the Board at any time prior to actual payment of the scheduled salary increment and notwithstanding that any notice of reemployment shall have contained a stated salary for the ensuing school year inclusive of the scheduled salary increment. The Board shall notify the unit employee in writing within ten (10) days after its action withholding the salary increment together with a statement of the reasons thereof. The unit employee shall be entitled to file a grievance concerning said action at Level Three within ten (10) calendar days after receipt of said written notice and statement of reasons.
- U. Transportation drivers will be required to attend a transportation meeting to be held one (1) week prior to the first day of attendance by students to select routes, prepare buses, run the routes, and write up the route. A period of four (4) hours will be set aside for this purpose. Drivers will be compensated on the basis of the regular hourly rate of pay.
- V. Job Coaches required to attend workshops or training or to work after the regular work day shall be paid their regular hourly rate for all such hours.
- W. The parties mutually agree that should negotiations for a successor contract to the 2022-2025 collective negotiations agreement not be completed prior to June 30, 2025, unit members shall not be advanced on the salary guide either vertically or horizontally and shall receive no increase in compensation until a new agreement is reached. Unit members shall continue to receive the same salary received on June 30, 2025 until such time as a successor agreement is reached.

Movement on the guide shall be interpreted to include a vertical guide step increase and/or an increase in longevity based on years of service. Unit members shall have their salary "frozen" at the June 30, 2025 rate until negotiations for a new contract are completed, the agreed-upon salary increases have been distributed through mutually acceptable guides, and both sides have ratified the agreement.

ARTICLE X
OVERTIME PAY

- A. All employees shall receive overtime pay for all hours worked in any week in excess of forty at the rate of one and one half times normal hourly pay; and shall be notified as soon as it becomes available.
- B. Any transportation worker who, having completed his/her daily work assignment and left the worksite , is called in for emergency unscheduled work (excluding scheduled extracurricular runs) shall be entitled to a minimum of two (2) hours pay and at a rate of one and one-half (1-1/2) times the hourly rate.
- C. For maintenance workers, custodians, transportation, maintenance, security personnel, overtime will be scheduled on a rotational basis, not to exceed twenty-five (25) hours on any rotation. In addition, any maintenance worker or custodian, who having completed his/her daily work assignment and returned home, is called in for emergency unscheduled duties shall be entitled to a minimum of two (2) hours' pay and at the appropriate overtime rate.
- D. Any maintenance worker, custodian, transportation maintenance, security personnel required to work on any of the paid holidays stipulated in Article XI shall receive two (2) times normal hourly pay for all hours worked in addition to holiday pay if school is not in session.

With regard to all unit members:

- 1. If an employee takes a vacation day or sick day on Friday, he/she is not eligible for the weekend overtime.
 - 2. If an employee takes a vacation day or sick day on the day of overtime, he/she is not eligible for overtime.
 - 3. When an employee is declared ineligible for the foregoing reasons, he/she goes back into his/her spot in the overtime rotation when he/she returns to work.
- E. Any unit member called back by an Administrator shall be paid a minimum of two (2) hours.

**ARTICLE XI
PAID HOLIDAYS**

- A. Maintenance, custodial, transportation maintenance and security personnel, 12-month Computer Technician, Courier and transportation maintenance personnel shall be entitled to the following paid holidays provided school is not in session:

1. Veterans Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Eve (12/24)
5. Christmas Day
6. December 26
7. New Year's Eve (12/31)
8. New Year's Day
9. Martin Luther King Day
10. President's Day
11. Good Friday
12. Memorial Day
13. Juneteenth¹
14. Independence Day
15. Labor Day

When school is closed for students on a Friday and the succeeding Monday, and one of the listed holidays falls on the Monday, the Administration may elect to have employees work on Monday and celebrate the holiday on Friday. At least two (2) weeks' notice will be given to the employees and employees within the same building may arrange to switch with each other, with notice thereof given to the appropriate administrator.

To the extent school is scheduled on one of the enumerated holidays, employees will get a day for day "floating holiday". The number of holidays shall not exceed fifteen (15). These "floating holidays" shall be scheduled like a vacation day consistent with Article XII, paragraph B.

- B. Transportation workers shall be entitled to Thanksgiving Day and Christmas Day as paid holidays.
- C. Assistants, Job Coaches, Childcare Workers and ten-month Computer Technicians shall be entitled to Thanksgiving Day and Christmas Day as paid holidays.

¹ The date of Juneteenth shall be consistent with the School Calendar

- D. Food service workers shall be entitled to Thanksgiving Day and Christmas Day as paid holidays.

ARTICLE XII VACATIONS

- A. All twelve- (12) month employees shall be entitled to utilize vacation days with pay in the contract year following the one in which the vacation days were earned according to the schedule set forth in this Article. Legal holidays shall not be counted as vacation days if they fall on a working day during an employee's vacation as scheduled under this Article.
- B. Vacation schedules shall be arranged and coordinated with an employee's immediate supervisor and building administrator, and be submitted to the Superintendent of Schools for approval at least two (2) weeks prior to the first day of vacation. Should a conflict in vacation scheduling arise, preference shall be given according to seniority. A maximum of five (5) days of unused vacation may be carried into the following contract year. Any additional carry-over may be granted only upon written request through the building administrator and with the approval of the Superintendent.

In the first year of employment, employees will accrue prorated vacation time after the first two (2) months of employment which may be taken during the following contract year.

C. Vacation Eligibility

3. Vacation for ten- (10) month employees who transfer to twelve- (12) month employees:
- a. During the first year that a ten- (10) month employee transfers to a twelve- (12) month position, provided that the transfer is in effect on July 1 of the work year, he/she shall be eligible for six (6) days of vacation time for use between the July 1 start date and June 30 of the first year of twelve- (12) month employment. The scheduling of these vacation days shall be subject to XII:B above.
 - b. If the initial year of employment for a ten- (10) month employee who transfers to a twelve- (12) month position commences after July 1 of the work year, the prospective number of months that such employee will work during their initial year as a twelve- (12) month employee shall determine the prorated vacation allotment available to that employee for use between their start date and June 30 of their first year of employment. The prorating shall be of the six (6) days allotted in 1.a. The scheduling of these vacation days shall be subject to XII:B above.

- c. In subsequent years of employment, XII:C.2 shall govern the amount of vacation time an employee is eligible for.

4. Vacation eligibility for twelve- (12) month employees shall be as follows:

- a. In the first year of employment, employees will accrue prorated vacation time after the first two (2) months of employment which may be taken during the following contract year.

<u>Vacation Schedule</u>	<u>Eligibility in the following Contract Year</u>
First contract year (if less than a full year)	
Less than two (2) months employment	0 days
Less than one (1) year, but more than Two (2) months	1 day for each month worked after two (2) months

- c. Consecutive contract years for which service credit was granted:

One (1) through six (6) years	10 days
Seven (7) through fourteen (14) years	15 days
Fifteen (15) through twenty-five (25) years	20 days
Twenty-five (25) years or more	25 days

Vacation days earned shall be calculated on a contract year basis and shall be prorated if an individual does not complete a full contract year. One (1) full year of credit shall be given to twelve- (12) month employees for each previous year of employment as a ten- (10) month employee provided that the total length of service has been continuous.

Vacation time accrued to the date of termination of employment will be determined by years of service and prorated according to the length of time employed in the current school year and shall be taken prior to termination of service.

If an employee who has worked at least one (1) full contract year terminates his/her service before the end of a contract year, vacation time accrued will be determined by the years of service and prorated on a full-month basis to the date of termination.

Example:

15 full years of service - eligibility - 20 days

Termination days - May 11 of 15th year - (10 months)

$5/6 \times 20 = 16$ days' vacation to be taken prior to termination day.

Vacation days will be prorated on full-day basis only.

ARTICLE XIII SICK LEAVE

- A. All unit employees shall be granted a yearly sick leave of ten (10) days to be used only for the employee's illness and for no other purpose. Use in violation of this Agreement shall constitute grounds for disciplinary action. All days of sick leave not utilized within the current school year shall be accumulative, to be used for additional sick leave as needed in subsequent years. Notwithstanding the foregoing, all unit employees under twelve- (12) month contract shall be entitled to a yearly sick leave of twelve (12) days. Once each year, employees shall be notified of the total number of sick days they have accumulated and personal leave days they have accumulated for possible use as sick days as per ARTICLE XIV (A).
- B. Unit employees shall notify their designated supervisor or his/her designee of anticipated absence due to illness as early as possible, and in accordance with standard operating procedures for each employee group.
- C. Upon request of a unit employee's supervisor or the Superintendent, a doctor's certificate concerning any absence due to illness shall be presented.
- D. Any unit employee who regularly works less than five (5) days per week shall be entitled to prorated sick leave entitlement.
- E. Sick leave sell-back upon retirement, except for cause, shall be as follows:

10-15 Years of Service = 1 day for every 3 days

16-22 Years of Service = 1 day for every 2 days

23 or more Years of Service = 1 day for every 1 day to a maximum of \$15,000.

Payment will be based on the per diem rate for the first step of the employee's category.

- F. Employees must notify via a letter of intent to the board secretary stating their intended retirement date. This letter must be received by October 1 of the prior school year for budget purposes. Should an employee fail to file a letter or an unanticipated retirement

occurs, the payment of this benefit shall be made the budget year following the retirement year prior to September 1.

ARTICLE XIV TEMPORARY LEAVES OF ABSENCE

A. Personal Business

Each unit employee shall be eligible for four (4) paid personal need days per year; with the exception of the ten (10) month security guard, who will be entitled to (5) paid personal days. The number of personal days shall be prorated for any unit employee who regularly is assigned to work fewer than 5 days per week. A personal need day may only be utilized for important personal need, which the employee is unable to carry out on a non-working day or during non-working hours.

All four (4) personal days shall be without reason. No personal days without reason may be taken either the day before or the day after a holiday or a long weekend.

An employee shall submit an application form for a personal business day to the Superintendent or his designee for approval at least seven (7) calendar days in advance, except in the case of an emergency. The Superintendent or his designee may deny a personal business day if the date of the intended absence by the employee would unreasonably interfere with the administration of the schools.

The four (4) days specified herein for personal business days shall not be cumulative if not used in the year granted except under those conditions listed below. Personal business days may be used for illness in the year granted, provided that such employee has exhausted his annual sick leave and all accumulated sick leave. Unused personal business days may also be used in future years for illness, provided that the employee has exhausted all his annual sick leave and all accumulated sick leave. However, any unused personal business days (which is herein made eligible for use in future years for illness where the employee has exhausted all annual and accumulated sick leave) shall not be deemed "accumulated unused sick leave" for purposes of any future legislation mandating payment on retirement or otherwise for accumulated unused sick leave. It is the intention of this subparagraph that a separate record shall be maintained for "unused personal business days" which are eligible for use in future years for illness in the event that an employee has exhausted all annual and accumulated sick leave, but that such record of "unused personal business days" shall in no event be deemed to be "accumulated unused sick leave" or purposes of such future legislation.

B. Death in the Immediate Family

Each unit employee shall be eligible for up to five (5) days leave for a death in the immediate family (spouse, civil union partner, parent, step-parent, parent-in-law, child, step-child, grandchild, brother/sister, and step-brother/sister). One (1) bereavement day with pay will be granted for extended family members (brother-in-law, sister-in-law, aunt, uncle, niece, nephew, daughter-in-law, son-in-law and grandparent).

**ARTICLE XV
EXTENDED LEAVES OF ABSENCE**

A. Maternity/Child Rearing Leave

1. Any unit employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed, and not later than five (5) months prior to the expected birth.
2. The Board shall not remove any unit employee from her duties during pregnancy except on any one of the following basis:
 - a. **Performance**
Her job 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 performing her duties, and which physical incapacity shall be deemed to exist only if:
 - 1) The pregnant employee fails to produce a certification from her physician that she is medically able to continue performing her duties; or
 - 2) The Board's physician and the employee's physician agree that she cannot continue performing her duties; 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 a third impartial physician, agreed upon by the employee's physician and the Board's physician, shall be appointed to examine the employee, and whose medical opinion shall be conclusive and binding on the issue of medical incapacity to continue performing her duties. The expense of any examination

by an impartial third physician under this subparagraph shall be shared equally by the employee and the Board.

- c. Safety
Her physical condition or capacity is such that her continued performance of her duties may pose a risk to the safety and welfare of students.

3. Prior to the date of the expected birth, an employee shall be entitled to choose one (1) of the two (2) alternative maternity leave of absence programs set forth below.

- a. Paid Sick Leave/FMLA (Family Medical Leave Act)
A pregnant employee may choose to utilize her annual and accumulated paid sick leave days during the period of actual disability caused by pregnancy, as certified by her physician. If this alternative is chosen by the employee, such employee shall commence her leave at such time as she is physically disabled by her pregnancy condition. Upon the end of the disability period, the employee shall thereafter return to work or shall take leave without pay in accordance with the New Jersey Family Leave Act, provided that such leave extension does not extend beyond the current contract year.
- b. Unpaid Child-Rearing Leave A unit employee may seek an unpaid child-rearing leave of absence by making application to the Superintendent at least sixty (60) days prior to the requested commencement date of such leave of absence. Said application shall set forth, in writing, the commencement date of the requested leave of absence and the anticipated termination date thereof. The Board shall grant such unpaid leave of absence with the requested commencement date, which commencement date may be any date prior to birth.

A unit employee may request to return to work from an unpaid child-rearing leave of absence within the same school year in which his/her leave began, provided that she/he shall have requested to do so in his/her application and shall have specified the month when she/he desires to return. The Board of Education shall be the sole determiner of the specific day on which she/he returns from leave; however, the date determined by the Board of Education shall fall within one (1) pay period of the date requested. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board, provided application has been made following the original grant of the unpaid leave of absence, but prior to the announced commencement date thereof. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth, or for other proper cause, provided that such extension or reduction will not substantially interfere with the administration of the school system.

Since no unit employee has any guaranty of continued employment beyond the current school year, no such unpaid child-rearing leave of absence may extend beyond the termination of the current school year in which such leave was granted and no grant of such unpaid child-rearing leave of absence for the duration of the current school year shall be construed as guaranteeing reemployment in the following school year. However, in the event such employee shall be re-employed for the following school year, she may apply for an extension of such unpaid child-rearing leave of absence beyond the end of the current school year.

4. A unit employee who wishes a child care leave following the adoption of a pre-school age child(ren) or birth of such employee's child may apply for and shall be granted such leave without pay for the remainder of the school year in which the leave starts.

Such leave shall not extend beyond the end of the employee's contract for the school year in which leave is granted, nor shall the granting of such leave constitute a promise of reemployment for the following school year. Determination of whether the employee on such leave will be reemployed for the following year will be made on, or prior to, June 1.

5. Except as otherwise provided in this Article, no unit employee shall be barred from returning to work after the birth of her child by a prescribed waiting period between the date of birth and the date of return to work; however, each such employee shall be required to file, at least two (2) weeks prior to the date of birth and the date of 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 in disagreement, the conflict of medical opinion shall be resolved in the same manner as set forth in Subsection A.2.b.3 of this Article.
6. Any employee granted a leave of absence under this Article shall be eligible for any available increment in the following school year, if reemployed, provided that she completed at least five (5) months of work during the school year in which the leave of absence commenced.

- B. Other leave, with or without pay, may be recommended by the Superintendent and approved by the Board.

ARTICLE XVI INSURANCE PROTECTION

- A. The Board will provide health care protection at a level of benefit equal to U.S. Healthcare Patriot V and CIGNA Traditional - \$15.00 co-pay coverage, and effective November 1, 2008, \$20.00 co-pay coverage. Payment will be as follows:
1. All new hires on or after October 1, 1994, within the unit, working 20-29 hours per week shall receive, employee only, medical insurance coverage (medical, dental, and prescription). Other benefits shall be available through employee contribution.
 2. Employees hired prior to October 1, 1994 shall retain same level of eligibility for benefits, as per previous agreement.
 3. All new hires after January 1, 2001 will be eligible for benefits in the POS plan subject to the same cap clause. They may choose to purchase the PPO or CMM plan but must pay the difference.
 4. All members of the WTSSSPA shall be subject to the same employee co-pay requirements, coverage options and/or level of coverage for medical insurance coverage (medical, dental, prescription) as agreed to between the Board and all other associations in the district.
- B. The Board shall provide all employees with a description of health care insurance coverage and a description of the conditions of the coverage and the individual limits thereof.
- C. During the term of this contract, the Board of Education shall provide for dental, prescription and Employee Assistance Program (EAP) programs for individual and full family coverage at the level of benefits or equivalent, as described in the Delta Dental Plan of New Jersey Inc., Blue Cross/Blue Shield, and Gloucester County Schools Consortium contracts effective June 30, 1991, for each employee who shall be eligible for and shall be enrolled in a prescription drug and dental plan through a company to be selected by the Association and approved by the Board. The Board assumes full cost of the Employee Assistance Program (EAP). Eligibility for enrollment for benefits shall be governed by and be subject to any restrictions imposed by the plan established by the selected company. Any such plan may provide for coverage for individual employees and their eligible dependents and may contain a deductible.
- a. Employees are required to contribute towards the cost of prescription premiums consistent with P.L.2011.c. 78 or pay 10% of dependent prescription coverage whichever is greater.

Employees may choose to purchase extended dental coverage of an additional \$500 at the employee's expense. Premium costs and increases for the elective extended coverage will be borne by the employee.

Employees may choose to purchase a lifetime maximum of \$1,000.00 for orthodontic coverage for eligible dependents age 18 at the employee's expense. Premium costs and increases for elective orthodontic coverage will be borne by the employee. The parties acknowledge these plans will be available as early as November 1, 2008 or as late as January 1, 2009 depending upon the insurance company's enrollment policy.

- b. The Board pays full cost of single coverage for prescription. If the employee selects coverage other than single, the Board will pay 90% of the additional cost for dependent coverage while the employee will pay 10% of the additional cost for dependent coverage. The employee co-pay for prescription will be \$10 for generic drugs, \$20 for name brand drugs, and \$10 for mail order drugs. Effective November 1, 2008, \$10 for generic retail; \$25 for brand name retail; and \$10 for 90-day supply mail order generic and brand name.
- D. To be eligible for insurance protection described in Paragraphs A, C or D above, an employee (excepting bus drivers and unit members who are eligible on the date the successor agreement is ratified by both parties) must be employed twenty-nine (29) hours or more per week and meet the criteria in A.1 above.
- E. In case of an employee's death, health benefits coverage for surviving family members shall continue for six (6) months at Board expense.
- F. All unit members enrolled in such health care coverage will contribute toward the cost of health benefits at the full contribution level as indicated in Section 39, P.L. 2011, C 78. The contributions shall continue at this level until a different formula is negotiated or until a different contribution level is enacted and implemented in accordance with the terms of a new law.

ARTICLE XVII PERSONNEL FILES

- A. An employee shall have the right, upon request and reasonable notice, to review the contents of his personnel file and to receive copies of any materials contained therein. An employee who desires to review his or her file must schedule an appointment for review with the personnel office in advance. An employee may have an Association representative accompany him during such review.
- B. An employee may request that any document or material contained in his personnel file which he deems obsolete to be removed. Such request shall be received by the

Superintendent or his designee who shall have complete discretion in granting or denying such request.

- C. No material generated by school district personnel of an evaluative or judgmental nature which is derogatory to an employee's conduct, service or character shall be placed in an employee's file unless the employee shall be given notice and an opportunity to review the material. The employee shall be entitled to submit a written response to such material for inclusion in the file.
- D. The only personnel file shall be the one held by the Superintendent of Schools.

ARTICLE XVIII VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Any vacancy occurring during the school year in any of the positions covered by this Agreement shall be posted in appropriate places together with notification of the date by which interested parties may apply. For the positions subject to internal posting, the administration shall decide the number of days for the posting provided that the posting shall occur for a minimum of five (5) days.
- B. No later than June 1 of each year a list of all known vacancies expected to occur for the following school year in positions covered by this Agreement shall be posted in appropriate places together with notification of the date by which interested parties may apply.
- C. Any unit employee may apply for a transfer or reassignment to any of the vacancies under Subsection A or B. However, nothing contained herein shall compel the Board to grant any such application for transfer or reassignment.

ARTICLE XIX INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. A unit employee shall be given two (2) calendar weeks' notice of an involuntary transfer or reassignment, except in case of emergency.
- B. Prior to an involuntary transfer or reassignment of a unit employee, the unit employee's immediate supervisor shall meet with him and advise him of the reasons thereof. The unit employee may request a meeting with the Superintendent or his designee to discuss any involuntary transfer and shall have the right to presentation at said meeting. A request for a meeting with the Superintendent shall not delay the date an involuntary transfer is to take place.

**ARTICLE XX
EVALUATIONS**

- A. Each unit employee shall be evaluated at least once during the school year by his immediate supervisor or by an evaluator designated by the Board.
- B. A written evaluation report shall be prepared for each unit employee which shall include, when pertinent, areas of strength and weakness and suggestions for improvement.
- C. A copy of the written evaluation report shall be furnished to the unit employee who shall sign and return same and may append his comments thereto.
- D. Any unit employee who receives an unsatisfactory evaluation shall be afforded a post-evaluation conference with the evaluator for the purpose of discussing the evaluation. The employee will be entitled to association representation at the conference.
- E. Prior to any formal action by the Board to withhold the increment of a unit employee or not to reemploy a unit employee for unsatisfactory job performance, a second evaluation of said unit employee shall be conducted by the unit employee's immediate supervisor or by an evaluator designated by the Board. In such cases, the provisions of Subsections B, C, and D of this Article shall also apply.

**ARTICLE XXI
EMPLOYEE-ADMINISTRATION LIAISON**

- A. On request of either the Superintendent or the Association representative, a meeting shall be held at least once every calendar quarter during the year to review and discuss current problems and practices and the administration of this Agreement.
- B. Neither the Association's representative nor the Superintendent shall have the power to negotiate terms or conditions of employment or to modify the terms of this Agreement as part of such review and discussion.

**ARTICLE XXII
TRANSPORTATION WORKERS' ASSIGNMENTS**

- A. Assignment of regular transportation routes shall be made by the Transportation Supervisor. Assignments will be made by seniority...the driver with the most seniority will be assigned a route with the highest number of hours of paid driving time... correspondingly, the driver with the least seniority will be assigned the route with the

lowest number of hours of paid driving time (i.e., the seniority principle will be in effect in regard to hours of driving time). The assignment of a specific route, after consideration of seniority, shall be at the discretion of the Transportation Supervisor and communicated to the drivers.

The Transportation Supervisor shall establish a system whereby drivers may indicate their preferences of bus routes prior to the beginning of the school year. The Transportation Supervisor shall make route assignments according to requests and seniority as much as possible, as long as such requests are in conformity with all provisions of Article XXII and are, in his/her judgment, in the best interest of the school district.

The Transportation Force will consist of two (2) groups with all drivers having a permanent schedule of no less than four (4) hours per day/twenty (20) hours per week, except for pre-school handicap runs. The Regular/ Permanent Force will consist of sixty-five (65) drivers; however, the Board retains its rights under Article XXIII - G. The Secondary Force will be an unlimited (as needed) group, provided the cost remains less than subcontracting as determined by the Board's cost analysis. When a permanent vacancy occurs in the Regular/Permanent Force, the senior driver, hired on or before March 22, 2000, from the Secondary Force will enter into the lowest seniority of the Regular/ Permanent Force. Secondary Force drivers hired after March 22, 2000 will **not** move in to the Regular/Permanent Force; these drivers will remain on their own guide. Four (4) day van and secondary force get the hours that the regular force cannot do. The five (5) day secondary force is eligible for extra time. All bus drivers are eligible for work outside the ten (10) month contractual period. Secondary drivers will be added to the rotation for field trips.

It is agreed that Secondary Force employees are represented by the WTSSSPA, and salary increases shall be subject to negotiations.

B. The exceptions to A above are as follows:

1. Assignment to special education routes by the Transportation Supervisor shall be made without regard to seniority. However, requests for special education routes by drivers with high seniority should be given first consideration to permit them the opportunity to work the highest number of hours of paid driving time. If a driver with higher seniority is assigned a special education run, which they have not requested, the driver shall not receive any less paid driving time than they would have received in their regular order of seniority.
2. The Transportation Supervisor, for adequate reasons of demonstrated inability to handle a particular route, may disregard the seniority principle referred to above when making assignments.

C. The Transportation Supervisor may remove a driver from his/her route for just cause.

- D. Where a permanent vacancy in a regular route assignment occurs during the school year because of the termination of an incumbent driver's employment, such a vacancy shall be posted by the Transportation Coordinator to give employees the opportunity to apply. Such vacancy will be filled at the sole discretion of the Transportation Supervisor based on seniority of those drivers who apply for the position. The Board agrees that any bus run that is increased by sixty (60) minutes or more shall be re-bid.
- E. It is recognized by the parties that when transportation routes are posted by the Transportation Supervisor prior to the commencement of the school year for selection by the drivers, the number of hours contained therein are estimates only and actual pay shall be subject to adjustment based on actual hours. In addition, the assignment of a specific transportation route does not constitute a guarantee of a minimum number of work hours for the duration of the school year since the parties recognize that transportation runs may be altered or eliminated during the course of the school year through such factors as opening of new schools, installation of sidewalks, withdrawal of special students, and the like.

For the foregoing reasons, it is recognized that the Board is entitled, during the course of the school year where any such factors necessitate, altering and/or eliminating a large proportion of all transportation runs.

In the event any run is reduced in hours, every effort shall be made by the coordinator to replace those hours (i.e., extra runs covering runs due to illness, etc.) without regard to the extra time board.

In addition, when transportation runs are assigned at the commencement of a school year by the Transportation Supervisor, he/she shall assign, as far as possible, those runs which may be temporary or subject to alteration or reduction during the course of the school year to drivers with the least seniority. Drivers assigned such runs shall be notified at the time of the assignment that those runs may be temporary or subject to alteration or reduction during the course of the school year.

Temporary runs (not including leaves of absence) shall be deemed to last no more than two (2) months after said period. Run must be re-bid by seniority.

- F. Special trips shall be assigned to regular drivers, provided that the school district's vehicles are available and the cost thereof will not exceed the cost of utilizing an outside carrier. Assignments of such regular drivers to special trips shall be by a rotation system defined in the memorandum annexed hereto as Schedule K. Any driver refusal of a trip or of extra-time runs shall be subject to a maximum charge of up to four (4) hours.
- G. Any unit member called back by an Administrator shall be paid a minimum of two (2) hours.
- H. If the District's medical examiner or other qualified medical professional is certified to conduct CDL examinations, the employee is required to undergo a physical with the

District's medical examiner as may be required by applicable motor vehicle/federal regulations. If the District medical examiner or other medical professional is not certified to conduct CDL examinations, the employee is required to have a physical conducted by a State approved medical professional which shall be identified on a list to be maintained by the District. Such examination shall be at the District's expense. At the option of the driver, the driver may choose to have the physical conducted by the driver's own physician at the driver's expense as long as any such examination by the driver's own physician is reviewed, approved and accepted by the school medical examiner.

- I. Each driver shall be responsible for the renewal and validation of his/her license each year. The Board agrees to pay for the renewal fingerprinting of bus drivers. The driver will be reimbursed for the cost of fingerprinting upon presentation of an "acceptable" report from the State.
- J. The Board will make every effort to avoid any driver having a permanent schedule in excess of forty (40) hours per week unless all drivers are placed, as nearly as possible, on a forty (40) hour per week schedule.
- K. All drivers who have a layover of less than one (1) full hour between the end of one (1) run and the beginning of the next run shall receive pay for such layover time. During such layover time, drivers shall remain on duty for the purpose of gassing, cleaning, and maintaining their buses and shall be available to perform any other driver duties, which may be assigned by the Transportation Supervisor.

Any driver having a combined layover time of less than twenty (20) minutes per day shall be entitled to extra pay at his/her normal hourly rate for the equivalent of the difference between twenty (20) minutes and his/her actual combined layover time. Such time shall be utilized by the driver to gas, clean and maintain his/her bus. Notwithstanding the foregoing, in the event the Board shall assign guards or other personnel to gas buses in the evening, such extra pay shall be reduced proportionately, or eliminated in each case depending upon the extent of each driver's actual combined pay layover time.

- L. Hours worked on assignments outside of the ten (10) month contractual period shall not be counted in determining eligibility for assignments during the regular school year.
- M. The Extra-Driving Work and Trips shall be posted in the driver's lounge and should be updated weekly.
- N. Early dismissal granted at the discretion of the Superintendent does not apply to Transportation Department Employees including but not limited to early dismissal which may occur prior to a paid holiday.

**ARTICLE XXIII
WORKERS' ASSIGNMENTS**

- A. **Maintenance:** Assignments of maintenance custodial personnel shall be made by the Operations Manager or his/her designee.
- B. **Transportation:** Assignment of transportation personnel shall be made by the Manager of Transportation or his/her designee.
- C. **Food Service:** Assignment of food service personnel shall be made by the Manager of Food Services or his/her designee.
- D. **Assistants:** Assignment of assistants (other than transportation) shall be made by the building principal or his/her designee.
- E. **Computer Tech:** Assignment shall be made by the Director of Information Technology.
- F. **Security:** Assignment shall be made by the Director of Security.
- G. **Courier:** Assignment shall be made by the Business Administrator. In the event the courier is absent, a substitute may be called.
- H. **Childcare Worker:** Assignment shall be made by the Principal of the High School.

The Board shall have the right to contract any and all services for the purpose of economy after giving the Association sixty (60) workdays notice of such intent. Such notice will contain all details, including financial aspects thereof, of the contemplated sub-contracting; and be sufficient so as to enable the Association to consider ways of compromising their position so as to perhaps save their jobs.

**ARTICLE XXIV
FOOD SERVICE WORKERS' ASSIGNMENTS**

- A. Assignments of food service workers for the school year and during the course of the school year shall be made by the Food Service Manager.
- B. Assignments of food service workers for banquets/special events* shall be made by the Food Service Manager. With the exception of the head cook who shall be assigned by the Food Service Manager, one third (1/3) of the workers within the bargaining unit needed for a banquet shall be assigned by the Food Service Manager from those workers within the bargaining unit regularly assigned to the school building in which the banquet is being

held and two thirds (2/3) from workers within the bargaining unit not assigned to the building in which the banquet is to be held on the basis of a rotating seniority system.

Cooks are eligible to be assigned as regular workers, in which event they shall receive pay as a regular worker.

*Banquets/special events is defined as work outside of the normal workday/work schedule of the employee assigned. Example of special events: craft show, wrestling tournament, Project Graduation.

Banquet work shall be paid as overtime at each individual's hourly rate.

- C. If a unit member voluntarily accepts concession work, he/she shall be paid the rate established. The rate for concession work shall be minimum wage, which shall remain in effect for the life of this agreement. Said rate shall be paid for all concession work during a calendar year. Concession work will not be assigned. Such work shall be offered to staff on a voluntary basis.
- D. Work outside the 10 (ten) month contractual period shall be paid at the employee's regular hourly wage. A rotation list shall be maintained with the names of the employees who are willing to work outside the 10 (ten) month contractual period and are contacted as to their willingness to work. The rotation document will be by seniority.
- E. In the event that a food service worker is assigned the responsibilities of a manager, cook, assistant cook, or cashier, the employee shall be paid the hourly salary of the position for which they have been assigned to substitute beginning on the sixth consecutive day, whenever they are requested to substitute in the above positions. In the event of a long-term assignment (six (6) days or more) the employee assigned shall be paid the hourly salary for the position for which they have been assigned. Employees assigned temporary long-term vacancies for other employees shall be assigned from the rotation list in order of seniority.
- F. The Board will provide \$250.00 per year uniform allowance to each food service worker for the purpose of securing work clothing, including socks, twice a year, September and March.
- G. Early dismissal granted at the discretion of the Superintendent does not apply to Food Service Department Employees including but not limited to early dismissals which may occur prior to a paid holiday.

**ARTICLE XXV
ASSISTANTS' ASSIGNMENTS**

- A. Assistants employed by the school district presently include the following classifications:

Instructional Assistants

Teacher Assistant
Library Assistant
Special Education Assistant
Assistant (BSI)
Specialized Instructional Asst.

Non-Instructional Assistants

Cafeteria-Playground Assistant
Transportation Assistant
Nurse Assistant
Clerical Assistant
Hall Monitor
Student Supervisory Assistant

Since the maintenance of certain classifications of assistants is dependent upon educational needs and funding for various sources, the parties recognize that the Board has the discretion to abolish existing categories or to create additional categories or to hire additional employees in any category or to reduce the number of employees in any category.

- B. Assignments of assistants in the various classifications for the school year shall be made at the sole discretion of the Superintendent and shall be made by administration prior to the opening of school in September, except in extenuating circumstances in which case aides shall be notified as soon as possible.

- C. The Board of Education may, at its sole discretion, provide in-service training for assistants in areas of their assignment within the designated work year and work day.

In the event assistants are requested to attend training sessions or partake in field trips or meetings outside of their designated work year and work day, they shall be compensated at their regular hourly salary.

- D. Employees will be given credit for time worked in the district, in any classification covered by this contract, in the determination of seniority and salary guide placement. It is understood that this paragraph applies for salary guide placement only and has no relationship to seniority for R.I.F. purposes.

- E. Assistants will not be responsible for procuring substitutes for them in the event they are absent from work. The responsibility for calling substitutes shall rest with the administration.

- F. Specialized and Instructional Assistants shall continue instructional learning related to emerging educational strategies, classroom management, autism, elopement, and handling children with difficult behaviors, and any other needs as determined by the Assistant Superintendent of Special Education.

1. Tuition costs incurred by assistants shall be reimbursed by the Board of Education. Prior approval for workshops or class(es) is at the sole discretion of the Assistant Superintendent of Special Education. Said workshop(s) or class(es) shall be determined to be necessary to meet a District need.
2. In-service training shall be provided to all assistants for professional development, as deemed necessary by the Assistant Superintendent of Special Education per Washington Township Board of Education job description.
3. When necessary to meet a District need the Assistant Superintendent of Special Education may require Assistants to undergo training. If mandated training occurs outside of normal work hours, the Associates will be compensated at their hourly rate.

- G. In the event an instructional assistant position of between 20 and 29 hours is created, and in order of seniority, an instructional assistant who at the time of ratification of this agreement worked less than 20 hours per week shall have a right of first refusal to the position provided that the unit member had satisfactory performance on the individual performance evaluation immediately preceding the exercise of the right of first refusal. Satisfactory performance shall mean a rating of "satisfactory" or "outstanding" on at least 75% of the performance items on the evaluation.

In the event a specialized instructional assistant position of between 20 and 29 hours is created, and in order of seniority, a specialized instructional assistant who at the time of ratification of this agreement worked less than 20 hours per week shall have a right of first refusal to the position provided that the unit member had satisfactory performance on the individual performance evaluation immediately preceding the exercise of the right of first refusal. Satisfactory performance shall mean a rating of "satisfactory" or "outstanding" on at least 75% of the performance items on the evaluation.

In the event a non-instructional assistant position of between 20 and 29 hours is created, and in order of seniority, a non-instructional assistant who at the time of ratification of this agreement worked for less than 20 hours per week shall have a right of first refusal to the position provided that the unit member had satisfactory performance on the individual performance evaluation immediately preceding the exercise of the right of first refusal. Satisfactory performance shall mean a rating of "satisfactory" or "outstanding" on at least 75% of the performance items on the evaluation. For clerical and transportation assistants, the term "in order of seniority" shall mean in order of seniority in the clerical position for clerical employees and in order of seniority in the transportation position for transportation assistants as distinguished from in order of seniority in all non-instructional assistant positions.

The Board and the association agree that for the purpose of newly created 5.75 assistant positions that will pay between 20 and 29 hours per week, and to expedite the filling of these positions, all existing assistant will have the first opportunity to fill these positions.

However, all eligible internal assistants must first apply for the positions they are interested in, then the positions will be filled in seniority order within the category the positions are created for. This will remain in place for newly created 5.75 assistant position through June 30, 2021.

Seniority List

There will be 5 seniority lists based on categories:

1. Specialized
2. Instructional
3. Non-instructional
4. Clerical (Newly Created Category)
5. Transportation (Newly Created Category)

Seniority is based on your time in each of the assistant categories.

For the purpose of the salary guide in the WTSSSPA contract, Clerical Assistants and Transportation Assistants will remain under Non-Instructional Assistants.

- H. The Board shall provide smocks or other protective clothing for special education assistants who assist students with diapering in self-contained settings, including MD, BD, and autism classes or others.

ARTICLE XXVI MAINTENANCE / CUSTODIANS' ASSIGNMENTS

- A. Where any vacancy occurs in a position or any new positions are added, notice of such vacancies shall be posted in an appropriate area in each building in which members of this unit are employed. Any employee in this unit who desires a transfer to the position posted shall file a written statement of such desire with the Superintendent or his/her designee no later than ten (10) days after the notice of the position has been posted. Members of this bargaining unit shall receive consideration for the positions; however, such positions shall be filled at the sole discretion of the Administration and/or the Board of Education.
- B. Where in any building different starting times are established for those custodians working a particular shift, the most senior custodian working in that building shall receive first consideration for his choice of starting time. The actual assignment of custodians to shifts and starting times shall be at the sole discretion of the Administration and/or the Board of Education.
- C. Maintenance employees who currently hold a specialized license (3 HVAC, 1 Electrician, 1 Roofer, 1 Carpenter and 1 Plumber) or who obtain a specialized license at the request of the School District Administration shall be placed on Tier 1 of the Salary Guide. The

Board shall retain the right to hire individuals requiring specialized license and to place them on Tier 1 of the Salary Guide.

**ARTICLE XXVII
TRANSPORTATION MAINTENANCE PERSONNEL ASSIGNMENTS**

- A. Assignments to be made by the manager of transportation or his/her designee.
- B. The board will supply uniforms to all transportation maintenance personnel at board expense.

**ARTICLE XXVIII
SECURITY PERSONNEL**

- A. Assignments shall be made by Director of Security or his/her designee.
- B. Three (3) short sleeve uniform shirts, three (3) long sleeve uniform shirts and two (2) uniform pants shall be provided for the security employee each year. One (1) winter uniform jacket and one (1) light uniform jacket and hats shall be provided when replacements are needed.

**ARTICLE XXIX
COMPUTER TECHNICIANS**

- A. Assignments of Computer Technicians shall be made by the Director of Information Technology.
- B. Presentations:
 - 1. No additional time will be paid for presentations given during the regular workday of the employee.
 - 2. If presenting on a day that the technician doesn't normally work, the employee will be paid regular hourly rate.
 - 3. If the Director of Information Technology cannot allow for prep time during the day, then the employee will be paid up to three (3) hours at the regular hourly rate.
- C. Dell Certification: If the Director of Information Technology wants the technician to get the certification, then the first attempt will be allowable on Board of Education time and

the district will pay the registration fee for the test. If the technician fails and the Director of Information Technology still wants the technician to get certification, the Board will pay a \$50.00 registration fee for the second test; however, the test will be taken during the employee's time.

D. Computer Technicians shall continue instructional learning related to emerging technologies and emerging educational uses especially as developments impact network enhancement, reconfiguration and innovative use of personal, computer or workstation technologies.

1. Tuition costs incurred by computer technicians shall be reimbursed by the Board of Education. Prior approval for workshop(s) or class(es) is at the sole discretion of the IT Director and the Superintendent. Said workshops(s) or classes(es) shall be determined to be necessary to meet a District need.
2. In service training shall be provided to all computer technicians for professional Development, as deemed necessary by the IT Director per the Washington Township Board of Education job description.
3. When necessary to meet a District need the IT Director may require Computer Technicians to undergo training. If the mandated training occurs outside of normal work hours, the Computer Technician will be compensated by the District.

ARTICLE XXX COURIERS

- A. Assignments of Courier shall be made by Operations Director or his/her designee.
- B. In the event the Courier is absent, a substitute may be called.

ARTICLE XXXI JOB COACHES

- A. Assignments of Job Coaches shall be made by Assistant Superintendent or designee.
- B. In the event the Job Coach is absent, a substitute may be called.

ARTICLE XXXII
WORK YEAR

- A. Food service workers shall be under a ten- (10) month contract. The minimum number of workdays for food service workers in the elementary schools shall be 175, plus one (1) day prior to the start of school and one (1) day after the closing of school. The minimum number of workdays for food service workers at the Middle School and High School level shall be 175, plus one (1) day prior to the start of school and two (2) days after the closing of school. Any additional days worked shall be at the sole discretion of the Board of Education, shall be paid at the regular hourly or daily rate of pay, and except in extenuating circumstances shall be subject to thirty (30) days prior notification. When food service workers at a particular school are not scheduled to work because their school is not scheduled to provide lunch, they shall have the first option to substitute at schools where such work is scheduled for employees who are absent. The regular hourly rate of pay shall be paid rather than the substitutes' scale. Paid holidays for food service workers shall be in accordance with Article XI. During a day when no lunches are served in a school, employees may opt to take an unpaid day during this time with the exclusion of specified cleaning days.
- B. Transportation workers shall be under a ten- (10) month contract commencing September 1 and ending June 30. The minimum number of workdays for transportation workers shall be equivalent to the number of days pupils are in attendance. Any additional days worked shall be at the sole discretion of the Board of Education, shall be paid at the regular hourly or daily rate of pay, and except in extenuating circumstances shall be subject to thirty (30) days prior notification. Paid holidays for transportation workers shall be in accordance with Article XI.
- C. Assistants, job coaches, computer technicians, and childcare workers shall be under a ten- (10) month contract commencing September 1 and ending June 30. The number of actual workdays for assistants will vary depending upon the categories of assistants positions. Except in extenuating circumstances, assistants will be notified prior to September 1 of the actual number of days they will work in a given contract year. Any additional days worked shall be at the sole discretion of the Board of Education, shall be paid at the regular hourly or daily rate of pay, and except in extenuating circumstances shall be subject to thirty (30) days prior notification.
- D. Maintenance workers, custodians, , courier, transportation maintenance personnel and security shall be under a twelve- (12) month contract commencing July 1 and ending June 30, subject to their paid vacation entitlements under Article XII and their paid holiday entitlements under Article XI.
- E. A second shift maintenance shall be established as follows:
 - 1. Number of staff up to seven (7) current staff.
 - 2. Voluntary selection first - seniority - reversed second.

3. Definite second shift - not transferred to another shift according to workload.
Example: no two (2) weeks' notice and transfer to another shift - at will.

ARTICLE XXXIII WORK DAY

- A. Full-time custodians, maintenance, transportation maintenance personnel, security, and courier shall normally work an eight (8) hour day, five (5) days per week.
- B. All eight (8) hour employees shall be entitled to two (2) fifteen (15) minute breaks during paid working hours on or about the second and sixth hours of work.
- C. All employees working greater than six (6) hours per day are entitled to a duty-free thirty-(30) minute lunch outside paid working hours. Said lunch period shall be uninterrupted except for emergencies, in which case, the employee shall be granted compensatory time off. However, bus drivers who are required to stay on the bus or at the venue for the duration of a trip shall be paid for lunch.
- D. Job Coaches, when not with the students to whom they are assigned, may be required to assume duties as assigned by the principal. One (1) forty-five (45) minute period per month, scheduled in conjunction with the building principal, shall be used to complete the Job Coaches' monthly reports.

ARTICLE XXXIV WORKING CONDITIONS

- A. The Board will provide, at its expense, needed safety items (i.e., rubber gloves, safety glasses, ear plugs) to unit personnel. All weather gear shall be made available to all employees required to work outside.
- B. When roads are impassable due to deep snow, ice, or other hazardous road conditions, the custodians are not expected to report for work until such time that the road crews or improved weather conditions made the roads safe for travel. After an employee reports to work, he/she may leave at his/her regular time with the option to make up the lost time difference within five (5) workdays.
- C. It is agreed that it shall not be the regular practice to have custodians unload trucks; however, custodians are expected to help on major supply deliveries and on occasional small deliveries. It is understood that in order to assist with the unloading, a custodian would not be expected to complete all of his normal duties, unless he is required to work overtime.

- D. Custodians will perform all functions and duties outlined in the job descriptions for said positions which shall be filed in each school and furnished to each new employee.
- E. The Board will provide each member of the custodial and maintenance staff with five (5) shirts each year to be worn while on duty in the District.

ARTICLE XXXV DEDUCTION FROM SALARY

- A. The Association shall indemnify, defend and save harmless the Board of Education against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or cancellations and/or changes in salary deduction authorization cards submitted by individual members or for individual members by the Association to the Board of Education.

Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 N.J.S.A. 52:14-15 a-e, and under rules established by the State Department of Education.

ARTICLE XXXVI 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 provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.
- B. The terms of this Agreement may not be modified in whole or in part except by written instrument duly signed by properly authorized representatives of both parties.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions hereof, either party may do so by telegram or by registered or certified mail as follows:

TO THE BOARD:	Washington Township Board of Education c/o Superintendent 206 East Holly Avenue Sewell, New Jersey 08080-9931
---------------	--

TO THE ASSOCIATION: Washington Township Schools Support
Services Personnel Association
c/o President
116 E. Chapel Heights Road
Sewell, NJ 08080-9931

- D. Copies of this Agreement shall be duplicated and made available to unit employees, with the cost thereof shared equally by the Board and Association.
- E. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to matters, whether covered by this Agreement or not, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXXVII
DURATION OF AGREEMENT**

This Contract shall be effective July 1, 2022, as of the date of execution thereof and shall continue in effect until June 30, 2025.

IN WITNESS THEREOF, the parties hereto have caused these Terms and Conditions to be signed by their proper officers and their corporate seals to be affixed hereto this ____ day of _____, 2024.

WASHINGTON TOWNSHIP BOARD OF EDUCATION



Ralph Ross Sr., President



Janine M. Wechter, Board Secretary

WASHINGTON TWP. SCHOOLS SUPPORT SERVICES PERSONNEL ASSOC.



Angela Terruso, President



Patricia Culin, Vice President

SCHEDULE A

TRANSPORTATION WORKERS' SALARIES WTSSSPA

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Regular/Permanent	\$ 34.94	\$ 37.21	\$ 39.63
Secondary hired after 4/30/98	\$ 25.11	\$ 26.74	\$ 28.48

SCHEDULE B

MAINTENANCE WORKERS' SALARIES WTSSSPA

EMPLOYEES HIRED ON OR BEFORE 4/30/98

		<u>Annual Salary</u>		
Step	Prior years of Service Completed	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
1	0-3	\$65,190	\$68,186	\$71,739
2	4-7	66,190	69,186	72,739
3	8-11	67,190	70,186	73,739
4	12 or more	68,190	71,186	74,739

EMPLOYEES HIRED AFTER 4/30/98

		<u>Annual Salary</u>		
Step	Prior years of Service Completed	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
1	0-3	\$59,741	\$62,737	\$66,290
2	4-7	60,741	63,737	67,290
3	8-11	61,741	64,737	68,290
4	12 or more	62,741	65,737	69,290

SCHEDULE C

FOOD SERVICE WORKERS' SALARIES WTSSSPA

Hourly Rate

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Cook	\$ 28.38	\$ 29.94	\$ 31.59
Assistant Cook	24.45	25.80	27.22
Cashier	22.59	23.84	25.15

Banquet work shall be paid as overtime at each individual's hourly rate.

EMPLOYEES HIRED AFTER 1/24/17

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Cook	\$ 19.95	\$ 19.95	\$ 19.95
Assistant Cook	17.49	17.49	17.49

EMPLOYEES HIRED BEFORE 4/30/98

Step 2	Food Service Worker	\$ 17.33	\$ 17.61	\$ 17.89
--------	---------------------	----------	----------	----------

EMPLOYEES HIRED AFTER 4/30/98

		<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Step 1	Food Service Worker	\$ 15.32	\$ 16.14	\$ 17.01
Step 2	Food Service Worker	15.63	16.45	17.32

EMPLOYEES HIRED AFTER 1/24/17

Step 1	Food Service Worker	\$ 14.71	\$ 15.53	\$ 16.40
--------	---------------------	----------	----------	----------

SCHEDULE D

ASSISTANTS' SALARIES WTSSSPA

EMPLOYEES HIRED ON OR BEFORE APRIL 30, 1998

Hourly Rate

<u>Step</u>	<u>Prior years of Service Completed</u>	Meet Min Wage <u>2022-23</u>	Apply Raise <u>2022-23</u>	Meet Min Wage <u>2023-24</u>	Apply Raise <u>2023-24</u>	<u>2024-25</u>
1(0)						
2(1)						
2(2)						
3(3)						
3(4)						
4(5)						
5(6+)	5 or more	\$ 19.77	\$ 20.52	\$ 20.52	\$ 21.27	\$ 22.02

EMPLOYEES HIRED AFTER APRIL 30, 1998

Hourly Rate

<u>Step</u>	<u>Prior years of Service Completed</u>	Meet Min Wage <u>2022-23</u>	Apply Raise <u>2022-23</u>	Meet Min Wage <u>2023-24</u>	Apply Raise <u>2023-24</u>	<u>2024-25</u>
1(0)		\$ 14.13	\$ 14.13	\$ 15.13	\$ 15.42	\$ 15.85
2(1)		14.13	14.23	15.13	15.52	15.95
2(2)		14.13	14.23	15.13	15.52	15.95
3(3)		14.13	14.43	15.13	15.76	16.19
3(4)		14.13	14.43	15.13	15.76	16.19
4(5)		14.13	14.69	15.13	16.01	16.44
5(6+)	6 or more	14.54	15.54	15.54	16.54	17.54

SPECIALIZED INSTRUCTIONAL ASSISTANT

EFFECTIVE JULY 1, 2011

EMPLOYEES HIRED ON OR BEFORE APRIL 30, 1998

Hourly Rate

<u>Step</u>	Prior years of Service Completed	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
1				
2				
3				
4	5 or more	\$ 22.18	\$ 22.93	\$ 23.68

EMPLOYEES HIRED AFTER APRIL 30, 1998

Hourly Rate

<u>Step</u>	Prior years of Service Completed	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
1		\$ 16.15	\$ 16.56	\$ 17.08
2		16.25	16.66	17.18
3		16.51	16.76	17.28
4		16.88	17.13	17.38
5		18.18	19.18	20.18

SCHEDULE E

CUSTODIANS' SALARIES

WTSSSPA

EMPLOYEES HIRED ON OR BEFORE 4/30/98

Annual Salary

<u>Step</u>	Prior years of Service Completed	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
1	Less than 1			
2	1-3			
3	4-7			
4	8-11			
5	12 or more	\$ 55,440	\$ 57,640	\$ 60,045

EMPLOYEES HIRED AFTER 4/30/98

		<u>Annual Salary</u>		
<u>Step</u>	<u>Prior years of Service Completed</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
1	Less than 1	\$ 41,605	\$ 43,805	\$ 46,210
2	1-3	42,605	44,805	47,210
3	4-7	43,355	45,555	47,960
4	8-11	44,355	46,555	48,960
5	12 or more	45,355	47,555	49,960

SCHEDULE F

COMPUTER TECHNICIAN/COURIER SALARIES
WTSSPA

EMPLOYEES HIRED AFTER APRIL 30, 1998

<u>Annual Salary/Hourly Rate</u>			
Computer Technician	\$ 23.21	\$ 24.49	\$ 25.83
Courier	42,264.08	44,588.61	47,040.98
AV Coordinator	76,396	76,396	76,396

SCHEDULE G

TRANSPORTATION MAINTENANCE PERSONNEL SALARIES
WTSSPA

Annual Salary

BUS MECHANICS:

<u>Step</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
1	\$ 75,998	\$ 75,998	\$ 75,998
2	64,945.71	68,517.72	72,286.19

BUS MAINTENANCE

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Bus Maintenance	\$ 59,473.50	\$ 62,744.54	\$ 66,195.49

SCHEDULE H

SECURITY PERSONNEL SALARIES
WTSSSPA

EMPLOYEES HIRED AFTER APRIL 30, 1998

HOURLY RATE

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
	\$ 20.35	\$ 21.47	\$ 22.65

SCHEDULE I

JOB COACHES

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
	\$ 22.43	\$ 23.66	\$ 24.96

SCHEDULE J

HIGH SCHOOL STUDENT ASSISTANT

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
	\$ 22.57	\$ 23.81	\$ 25.12

SCHEDULE K
CHILD CARE WORKERS

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
ID # 8054 (MC or DD??)	\$ 28.04	\$ 29.58	\$ 31.21
ID # 11334 (MC or DD??)	28.18	29.73	31.37

SCHEDULE L

EXTRA DRIVING WORK AND TRIPS

1. Trips and extra time will operate on a rotation system based on seniority not to exceed 25 hours. An employee will be eligible for rotation based on seniority to the maximum of 25 hours. They are then removed from consideration until all other employees have been given the opportunity to reach 25 hours.
2. At the beginning of each school year, the Transportation Coordinator will give all drivers a form to complete, similar to the example attached, indicating their acceptance or rejection of all extra work available during that school year.
3. A routine trip notice will be placed in the bus driver's mailbox. Bus drivers are required to pick up their mail daily, 15 minutes prior to their scheduled route time. The 24-hour notice starts 15 minutes before the first scheduled run and ends at the same time the following day.

Exceptions to the twenty-four (24) hour notification rotation system:

When transportation is notified of a pending trip or extra driving assignment with less than twenty-four (24) hours' notice, drivers will be called according to the rotation system until a driver accepts the assignment.

4. Drivers must reply, indicating acceptance or rejection of the trip. This reply must be returned to the Transportation Coordinator as per conditions stated in paragraphs 5 and 6 below. Failure to reply will result in the trip being charged

against the driver and a reassignment of the trip to another driver will be made. Rejection of the trip will also be charged against the driver and a reassignment made. If less than 24 hours' notification is given, a rejection will not result in time charged against driver.

5. For those trips, which are not routinely scheduled (as #3 above), the 24-hour notification begins, 24 hours from the time a driver must report in order to be at the appointed place at trip time.

For example, for a trip scheduled to begin at 5:30 p.m. on the 27th of July, the driver would have to be notified prior to 5:00 p.m. on the 26th of July in order to pick up bus and arrive at designated school on time.

6. Reporting time for field trips is 30 minutes prior to departure time. Twenty-four hours' notice is based upon reporting time.

Example: Departing time is 5:30 p.m., report by 5:00 p.m., and 24 hours' notice is established at 5:00 p.m. the preceding day. Ending time is when the bus is returned to the bus yard.

7. If a trip conflicts with a driver's run, it will not be charged to the driver. The trip will be reassigned to the next available driver.
8. If a driver is sick on the day of a scheduled trip, he will not be charged. The trip will be reassigned to the next available driver.
9. If a trip is canceled, through no fault of the driver, he will not be charged. The driver so affected will be offered the next available trip or placed at the top of the trip list.
10. If a driver turns down seven (7) trips, he will automatically be removed from the trip list for the remainder of the school year.
11. The Transportation Coordinator has the right to assign trips to the first available driver when a last minute request is granted (less than 24 hours).
12. Trip sheets will be furnished for each trip. They are to be completed and turned in to the Transportation Coordinator's office immediately following the trip completion, or in the event of evening or weekend trips, on the morning of the first day following the trip that the transportation office is operational.
13. Drivers employed after the beginning of the school year will be added to the "Trip and Extra Work List" following the driver with the lowest seniority. The new driver will take his place on the "Trip and Extra Work Rotation List" in the same position as the driver with the highest number of hours of trips and extra work on the date of the new driver's appointment by the Board of Education.

Example: Rotation List

Driver with highest hours	<u>25 hours</u>
Other drivers	<u>20 hours</u>
New driver placed on	-----
rotation list at	-----
this point	

This means the new driver will not be eligible for trips until all other drivers have completed 24 hours.

If a driver is out for an extended period of time (e.g. 30 days) the driver will be assigned the number of trip hours equal to the average number of hours of those around him/her in seniority.

If sick, suspended without pay, or on an emergency personal day, the employee goes to the BOTTOM of the next trip pick.

If on Jury Duty, bereavement day, advanced personal day, last minute personal day for reason of bereavement, the employee gets the NEXT trip.

14. Summer work, when available, will be assigned by the Transportation Coordinator by seniority.
15. The following codes will be used by the Transportation Supervisor when driver contact must be made over the telephone, to accept or reject extra work (when a notice cannot be placed in a mailbox on weekends or when the school system is closed).
 - A - Acceptance
 - R - Rejection
 - PB - Phone Busy - Rejection, go onto next driver
 - NA - No Answer- Rejection, go onto next driver

Only "A" and "R" are chargeable to the driver on the Trip and Extra Work Rotation List.

16. Trip hours will be kept as close to equal as possible.

WASHINGTON TOWNSHIP SCHOOLS TRANSPORTATION DEPARTMENT

TRIPS/EXTRA WORK REQUEST FORM

Driver's Name _____ Date Employed _____

I am interested in trips/extra work in the areas checked below for the _____ school year.

YES NO

☐ ☐ Field Trips/Athletic Trips

☐ ☐ Bus Inspection (other than your own)

☐ ☐ Parochial School (other than your own)

☐ ☐ Taking Buses for Repairs or Replacement to Dealer (example: Wolfington Body, Cherry Hill Dodge)

☐ ☐ Bus Repairs (example: International, T & W Stratton, Tires, etc.)

