

**TRENTON BUSINESS &
TECHNICAL ASSOCIATION
(TB&T)**

CONTRACT

JULY 1, 2009 TO JUNE 30, 2012

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Article I

PURPOSE

It is the intent and purpose of the parties to set forth herein the Agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto and to secure closer and more harmonious relations between the said parties.

Article II

RECOGNITION

Section 1. The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters, in respect to all wages, rates of pay, hours of employment and other conditions of employment relating to terms and conditions of employment under contract or on leave on behalf of all employees in the classification listed:

| | |
|--|---------------------------------------|
| Accounts Payable Clerk | Information System Control Specialist |
| Assistant Commissary Manager | Information Management Assistant |
| Attendance Officers | Junior Accountant |
| Attendance Officers/Field Monitors | Media Communications Assistant |
| Auto/Bus Mechanic | MicroComputer Specialist |
| Bus Driver (10 months) | Middle School Food Service Manager |
| Bus Driver (12 months) | Payroll Clerk |
| Business Services Assistant | Payroll Specialist |
| Cafeteria Monitors | Principal Benefits Analyst |
| Case Manager | Principal Bookkeeper |
| Commissary Manager | Programmer Analyst |
| Communications Assistant | School Patrol |
| Communications & Supply Clerk | Security Officers |
| Communications & Supply Clerk Specialist | Senior Accountant |
| Computer Services Assistant | Shop Clerk |
| Computer Technician | Stock Clerk |
| Data Processing Specialist | Storekeeper I |
| Data Processor/Van Driver | Storekeeper II |
| District Monitors/Dispatchers | Television Technician |
| Employee Specialist | Trainer/Locker Room Attendant |
| Foreman/Garage Mechanic | Transportation Dispatcher |
| High School Food Service Manager | Truck Driver (12 month) |
| High School Food Service Assistant Manager | Truck Driver/Supply |
| Human Resources Analyst | Van Driver |
| Youth Development Liaison | Purchasing Clerk |

The issue of the adding of the titles of Case Manager and Employee Specialist to the Recognition Clause will be addressed once the Association reviews job description. Guide Placement will be negotiated thereafter.

Section 2. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male employees shall include female employees. Hence all reference to member shall be deemed employee where appropriate.

Article III

SALARIES (Guides and Appendix)

A. BUSINESS & TECHNICAL

(notation: The cafeteria operators' salary guide placement to be adjusted to reflect current practice)

Section 1: The salaries of all employees covered by this Agreement are set forth in the attached pay schedule.

Section 2: All Business & Technical employees, Attendance Officers, and Security Officers shall be paid on a twice-monthly pay schedule (the 15th of the month and last day of the month). During the 2003-04 school year, the year that the Board made the change in pay schedules, it paid each employee a \$300 bonus. The bonus money was a one-time payment not added to the employee's base, to help them through the transition period. Also, only in the school year in which the pay schedule is changed, the Board will establish an Early Release Pay Plan based on the following points:

1. Early release of a paycheck may be requested only once per year with five (5) business days notice prior to the date the check is required.
2. The request cannot be for more than 75% of the net check.
3. The amount of said request will be deducted in the next regular check.
4. The Early Release check can only be issued between pays and cannot be added to a regular paycheck.

Section 3: Employees covered by this Agreement shall be entitled to a supermaximum equal to the employee's annual increment upon submission of proof of completion of fifteen (15) approved college credits or certified credits or credit hours at an accredited post secondary institution. An employee shall be entitled to a second supermaximum equal to the employee's annual increment upon submission of proof of thirty (30) approved college credits or certified credits or credit hours at an accredited post secondary institution. An employee shall be entitled to a third supermaximum equal to the employee's annual increment upon submission of proof of forty-five (45) approved college credits or certified credits or credit hours at an accredited post secondary institution. An employee shall be entitled to a fourth supermaximum equal to the employee's annual increment upon submission of proof of sixty (60) approved college credits or certified credits or credit hours at an accredited post secondary institution. If an employee is on the maximum step of the guide, the employee shall receive a supermaximum equal to the last increment received. These credits shall relate directly to an employee's job and shall be pre-approved by the Superintendent of Schools. Requests for supermaximum may be submitted on July 1, September 1, and February 1 of each school year and payment shall be made upon approval of the Board effective upon the submission date.

To encourage further education pursuits, members shall be reimbursed up maximum of \$1,600 per course, not to exceed twelve (12) college credits per year that relates to an employment opportunity in the Trenton School District. Prior approval must be obtained by the Superintendent of Schools before courses are taken. A grade of C or better must be earned for reimbursement. **\$70,000 cap,**

per year, on Tuition Reimbursements with remaining balance not rolled over to the next year.

Section 4. Additional pay for college credits shall be provided to employees hired after September 1, 1987 ONLY if these credits are earned while employed in the District.

Section 5. The current longevity provisions for Business & Technical employees, Attendance Officers, and Security Officers will be merged into one (1) longevity provision as follows:

| | | |
|----------|---|------------------|
| 15 Years | - | additional \$700 |
| 20 Years | - | additional \$700 |
| 25 Years | - | additional \$700 |
| 30 Years | - | additional \$900 |
| 35 Years | - | additional \$700 |
| 40 Years | - | additional \$700 |

Effective July 1, 2004 for new hires, only years of active service as a district employee are computed towards longevity. Actual work days as a substitute shall be counted towards longevity.

Section 6. The Trenton Board of Education will make available to all employees covered by this Agreement automatic payroll deduction to TEA Credit Union.

Section 7. At no time shall the Board or any Agent thereof, assign or direct any employee covered by this contract to any other duties outside of duties appropriate to their position and consistent with their general job description. At no time shall an employee be requested or required, in any way, to supervise or be responsible for pupils at any work location except in the event of an emergency or it is part of the employee's job description.

Section 8. If the Board requires employees to wear uniforms or specific attire, including special shoes, the Board shall provide a voucher to be used at a special retail store for the purchase of the required uniform or specific attire, including special shoes, and reimbursement for maintenance of the uniforms or specific attire, including special shoes, up to the following amounts per school year:

- Security Officer - \$550;
- Attendance Officers - \$200; and,
- Other employees - \$300

These monetary limits are for vouchers and reimbursement combined. Vouchers for purchases will be provided by the Business Administrator or designee *on or before August 10, 2007*. Reimbursements for maintenance will only be provided by submitting original receipts with request forms issued by the district's Business Office. Annual reimbursement requests for expenses incurred between July 1 through December 31 can only be submitted during the first ten (10) school days in January. Annual reimbursement requests for expenses incurred between January 1 through June 30 can only be submitted during the last fifteen (15) days in June.

Upon initial employment, security officers shall receive within ninety (90) days of employment:

- 1-Black Lightweight Jacket
- 2-Long sleeve French Blue Shirt
- 2-Short sleeve French Blue Shirt
- 2-Police Blue "Fech" Pants with French Blue Strip
- 1-Reversible Fluorescent Orange Raincoat with Snap on Hood
- 1-70/30 Pil-Trol V-Neck Wool Sweater
- 1-Black Necktie/Bowtie
- 1-Black 2"Leather Belt
- 2-Name Plates
- 1-Cap Baseball Style

During this initial year of employment, a security officer is only eligible to receive \$150 for maintenance and shall not receive any voucher for the purchase for required uniform.

Security officers must be appropriately and professionally dressed in full attire during the workday or while on duty.

Section 9. Assignment of titles to salary guides shall be as set forth in attachment.

Section 10. Any employee promoted shall have his/her salary in the new position determined by advancing two steps on the old position guide (not less than \$2,000.00), then moving to the step on the new guide which is higher than the **salary rate** after the aforesaid adjustment. However, employees who transfer from guide D10 to guide D12 shall remain on the same step.

Section 11. See the attached Salary Guides

SALARY GUIDES

GUIDE A

- Senior Accountant
- Business Services Assistant/Accounts Payable
- Business Services Assistant/Budgets
- Human Resources Analyst
- Programmer Analyst
- Principal Benefits Analyst
- Commissary Manager
- Information Management Assistant
- Media Communications Assistant

GUIDE B

- Foreman/Garage Mechanic
- Junior Accountant
- Principal Accountant/Cafeteria
- Assistant Commissary Manager
- Storekeeper I*
- Senior Systems Control Specialist

GUIDE C

- Auto/Bus Mechanic
- Communications and Supply Specialist

MicroComputer Specialist
Information System Control Specialist
Payroll Specialist
Transportation Dispatcher*
Storekeeper II*
H.S. Food Service Manager*

GUIDE D

Data Processing Specialist
Data Processor/Van Driver
Van Driver
Payroll Clerk
Accounts Payable Clerk
Principal Bookkeeper
Trainer/Locker Room Attendant
Truck Driver/Food Service
Truck Driver/Supply
Truck Driver (12 month)
Communications & Supply Clerk
Bus Driver (10 months)
Bus Driver (12 months)
Stock Clerk
Television Technician
Shop Clerk
Middle School Food Service Manager
High School Food Service Assistant Manager
Computer Technician
** Security Officer (10 months)
** Security Officer (12 months)
** Attendance Officer (10 months)
** Attendance Officer (12 months)

*Effective July 1, 2004 with no retroactive salary.

**For placement on the salary guide only

Section 12. Upon initial employment, credit up to seven (7) years experience shall be given to a member of the unit (**except Security**) with proof of previous employment related to the position being hired to fill.

Section 13. Training Stipend

Effective date of ratification, employees who have acquired 30 hours of training shall annually receive \$200 added to the base. For each additional 30 hours of Board approved training, employees shall receive an additional \$100. Total compensation shall not exceed \$400.

Section 14. For initial employment, any employee employed prior to December 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

Section 15. Years of experience as an employee in the Trenton Public Schools shall be given full years of experience on the guide. Employees returning to the Trenton Public Schools within two years shall be given full credit for each year's

previous experience in the Trenton Public Schools. (This provision shall be retroactive for all employees currently employed by the Board of Education).

Section 16. If at any time a member of the bargaining unit assumes any responsibilities that are or have been previously assigned to an administrator or any other high paying positions, with approval of the Superintendent or his designee prior to completing the assignment, they will be compensated per diem, relative to the first step of the position's salary. In the event that member's salary already exceeds that of one of the aforementioned salaries, the member will be compensated at a rate of \$60.00 per day.

Section 17. The Board shall provide employees who are required to use their personal vehicles as a regular requirement to carry out their duties, \$500 per year for vehicle maintenance at a rate of \$50 per month after the month is over.

Section 18. Mandatory Training at the discretion of the Board shall be provided to Security & Attendance Officers and to Bus Drivers.

Section 19. Effective upon ratification of this Memorandum of Agreement by all parties, Dispatchers shall be paid an additional \$.60 per hour for the 4:00 pm to 12:00 am shift and \$1.10 per hour for the 12:00 am to 8:00 am shift.

Section 20. Upon successful completion of thirty (30) approved college credits, unit members will be paid \$300 in addition to their base salary.

Section 21. Upon initial employment credit up to ten (10) years experience related to security shall be given to a security officers with proof of previous employment.

Section 22. Each employee shall be placed on his/her proper step of the salary schedule at the beginning of each school year.

Section 23. Any employee employed prior to December 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following school year

Section 24. The salary of each employee covered by this Agreement is set forth in the Salary Schedule which is a part of this Agreement. All ten (10) month (security & attendance officers) shall be placed on Salary Guide D10. All twelve (12) month (security & attendance officers) shall be placed on Salary Guide D12.

Section 25. The rate of pay for Security Officers employed for summer school and substitutes shall be:

- Effective July 1, 2006. \$15.25/hour
- Effective July 1, 2007. \$15.50/hour
- Effective July 1, 2008. \$15.75/hour

No other provision of this Article shall apply to hourly employees.

Article IV

WORKDAY/WORK YEAR

A. Business & Technical

Section 1. The regular work week shall be 35 hours except for the following titles under the supervision of the Executive Administrator of Buildings and Grounds who shall work forty (40) hour week throughout the year:

Bus Driver (10 and 12 months)

Auto/Bus Mechanic

Foreman/Garage Mechanic

Dispatchers

The title "Bus Driver (10 months)" shall work all days that students attend school.

Section 2. All hours worked beyond 37.5 shall be paid at the rate of 1 1/2 times the employee hourly wage. Work performed on Saturday shall be paid at the rate of 1 1/2 times the employee's hourly wage. Work performed on Sunday or a Holiday shall be paid at the rate of 2 times the employee's hourly wage.

Section 3. Any employee covered by this Agreement requested either to return to work or come to work outside of, but not contiguous with, his/her regular scheduled shift shall be paid at the rate of 1 1/2 times the employee's hourly wage.

Section 4. All overtime assigned under Sections 2 and 3 shall be assigned by the immediate supervisor and approved by the appropriate Assistant Superintendent or Administrator.

Section 5. All overtime worked shall be assigned based upon qualifications to perform the assignment and on a rotating seniority basis by title within department. The seniority list shall be mutually agreed upon by both parties. However, if no qualified employee agrees to work overtime, their supervisor shall direct the least senior person on the list to work overtime.

Section 6. OVERTIME

Overtime rate of one and one-half time is earned in excess of 37.5 hour per week. Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement.

1. All overtime spent, upon authorization, must be voluntary and mutually agreed by the employee and immediate supervisor.
2. Work performed on a Holiday or a Sunday shall be paid at two (2) times the employee's hourly rate.
3. For the purpose of determining the work week as defined in Section 2 and Section 3 above, the following shall count as regular work days:
 - a. Holidays
 - b. Paid Sick days
 - c. Paid personal business days
 - d. Paid vacation days
 - e. Other approved paid leave

The Board reserves the right to require employees to provide a doctor's note to be eligible for overtime pay rate when they use a sick

day during the work week overtime is performed and they have previously used five (5) sick days.

Section 7. Any ten (10) month Security Officer, who is requested by the Administration to work beyond June 30th, as defined in Section 2 above, shall be compensated in accordance with Article III, Section 25.

Section 8. The Board shall have the right to create a second shifts in the payroll department and the mailroom/copy center. The regular work day for the second shifts shall be seven (7) hours per day with one (1) hour lunch. Current employees in these departments may voluntarily transfer into these positions and retain all seniority rights. If more than one current employee volunteers, the employee with the most seniority shall be transferred. No current employee shall be involuntarily reassigned to the second shift. The established workday schedule shall not be changed without sixty days notice to the Association.

Section 9. All 10 month employees shall not exceed the annual in-school calendar approved by the board. The in school work year for 10 month employees shall not exceed the number of days indicated in the annual school calendar approved by the board. The in school work year shall include days that students are not present.

Section 10. The standard work week for security officers shall be 35 hours per week, seven consecutive hours per day, five (5) days per week, excluding a thirty (30) minute uninterrupted lunch period. Employees may leave the work site during said lunch period providing the immediate supervisor is informed.

Section 11. All overtime work for Security Officer shall be on a rotating seniority basis according to work location. The seniority list shall be provided by the Association in cooperation with Administration. Refusal to accept an overtime assignment will move the individual to the bottom of the list. Members of the unit may be eliminated from rotation for just cause. When possible, the Board agrees to hire a Security Officer to provide security at school sponsored activities. However, if no Security Officer agrees to work overtime, the Director of Security shall direct the least senior person on the list to work overtime.

Section 12. In case of school closing due to inclement weather or other emergencies, security officer may leave the building when advised by their immediate supervisor.

Section 13. WORK YEAR

- a. Individuals employed as Attendance Officers beyond the in-school work year as defined in Section 9, shall be members of the Attendance Officers unit, if available.
- b. During the regular school year, twelve (12) month employees shall work the same work day as ten (10) month employees.

Section 14. DAILY WORK HOURS

- a. The workday shall consist of eight (8) hours including sixty (60) minutes uninterrupted lunch hour.

- b. Workday shall be from eight a.m. (8:00 a.m.) to four p.m. (4:00 p.m.), unless an alternative schedule is agreed to in writing by the employee's immediate supervisor.

Section 15. ALL TIME

Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of two (2) hours.

Article V

SENIORITY/JOB SECURITY

Section 1. Seniority shall be defined as length of service by an employee in their title covered by this agreement. An appointed employee shall lose all accumulated seniority if he/she resigns or is discharged for cause irrespective of whether he/she is subsequently rehired.

Section 2. In the event of a reduction in force, individuals in which they are the only employee filing the positions shall be able to bump into another position on the same salary guide or lower paying guide within the bargaining unit if said employee meets the qualifications for the position. An employee moving to a lower paid guide will be red-circled, i.e. paid at the employee's current rate until the pay scale catches-up to the employee's pay rate.

Section 3. In the event of a reduction in force (RIF) employees shall be laid off based upon least years of service within their title.

Section 4. Recall from lay off shall be accomplished in the inverse order of *seniority* of the lay off within their title.

Section 5. Any reduction in force within the unit shall be discussed with the Association at least thirty (30) calendar days prior to the effective date of the layoff.

Section 6. The Association President shall be deemed to have superseniority insofar as layoffs are concerned, during the term of office to which he/she is elected. He/she will be returned to his/her standing on the seniority list upon termination of office.

Section 7. Notice of recall to work shall be addressed to the employee's last known address of record in the Human Resources Office. The notice shall be sent by certified mail return receipt requested or personal service, whichever the Board decides. Within ten (10) days from receipt of such notice of recall, the employee shall notify the Division of Human Resources, in writing, whether or not he/she desires to return to work involved in the recall. If he/she fails to reply or he/she indicates the desire not to return to such work, he/she shall forfeit all of his seniority and all rights to recall. If he/she indicates that he/she desires to return to work involved in the recall notice, then he/she shall report to such work within ten (10) days from the date he received the recall notice or within such period of time as set forth in a written extension of time.

Section 8. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall be entitled to the seniority accumulated at the date of layoff.

Section 9. All employees shall be eligible for recall from a layoff for a period up to two (2) years or twenty-four (24) months from the effective date of layoff.

Section 10. Any one employed as a substitute, in a position listed in Article II of the agreement, for a period longer than ninety (90) work days shall be eligible for all benefits provided to other employees including the proper placement on the salary guide.

Section 11. In the event of an uncovered shift, a substitute or temporary employee may be utilized or the Board may use regularly employed Security Officers.

Section 12. During the summer months, 10-month security officers under contract with the district will be given preference for substitute work. If none are available than substitute or temporary employees may be utilized.

Section 13. A vacant position listed in the recognition clause in Article II can not be staffed by Temp/Sub for no more than 60 work days. On the 61st work day, the position must be advertised, and or posted, and screened. A candidate must be recommended to the Board within 30 calendar days of the advertisement/posting.

Article VI

LEAVE POLICIES

Section 1. As of July 1, 1998, all twelve (12) month employees shall be allowed **twelve (12)** sick days with full pay annually. All ten (10) month employees shall be allowed **ten (10)** sick leave days with full pay annually. No employee shall accumulate more than fifteen (15) unused sick days per year as per N.J.S.A. 18A:30-7.

Section 2. In the event that an employee exhausts all accumulated and earned sick leave benefits, he/she may request additional sick leave, which request shall be considered by the Board of Education on a case-by-case basis.

Section 3. Illness in Immediate Family

Ten month employees shall receive three (3) days per year shall be allowed for illness in the immediate family. Immediate family shall mean spouse, child, parent, brother, sister, grandparent, spouse's parent, or other relative living in the same household. Twelve (12) month employees shall receive four (4) days per year. If not used, these days cannot be accumulated to carry over the next school year.

Section 4. Death in the Family

Five (5) days without loss of pay at the time of death for immediate family. Immediate family shall mean spouse, child, parent, brother, sister, grandparent, and spouse's parent or other relative living in the same household.

Section 5. Death of Others

With the approval of the Superintendent or his designee, an employee shall be allowed an absence of one (1) day per year with no loss of pay for the death of others.

Section 6. Personal Business or Religious Holidays

Four (4) days for twelve (12) month employees and three (3) days for ten (10) month employees with no loss of pay shall be allowed for either personal business or religious holidays. Personal business days shall be approved two full work days in advance by the immediate supervisor over the division except in cases of demonstrated emergencies.

Section 7. Other Emergency or Urgent Reasons

With the approval of the Superintendent or his designee, absence for other emergency or urgent reasons may be allowed with no loss of pay.

Section 8. Court Order

Absence by reason of subpoena shall result in no loss of pay provided the subpoena is filed with the immediate supervisor, except where the employee is party to the suit, in which case full deduction shall be made.

Section 9. Jury Duty

Employees subpoenaed for jury duty shall receive full pay less the fees received for such services.

Section 10. Interschool Visitations, Conferences and Conventions

With the approval of the Superintendent or his designee, with no loss of pay. Advance approval is required for out-of-district visitation only.

Section 11. Leave of Absence at the discretion of the Board, a leave, with loss of pay, may be granted to employees of this unit, for a definite period. No leave shall be granted to accept other employment.

Section 12. Parent Leave

An employee shall upon request be granted a leave of absence without pay, not to exceed two (2) years, upon the birth or adoption of a child. The Board will continue to provide Board paid medical benefits for a term not to exceed one (1) year.

Section 13. Injury on the Job

As provided for in N.J.S.A. 18A:30-2.1, whenever an employee is absent as a result of personal injury arising out of an in the course of employment, full salary shall be paid for up to one (1) calendar year without having such absence charged to the annual sick leave for the accumulated sick leave provided in sections 1 and 2.

Section 14. Return from Leave

Employees returning to work after an authorized leave shall be offered the same or similar position that they held at the time said leave commenced. All benefits to which an employee was entitled at the time his/her leave commence, including unused accumulated sick leave shall be restored to him/her upon his/her return from leave.

Section 15. Temporary Leave Without Pay

Association member being elected or delegated to any Association activities necessitating a temporary leave of absence shall be granted same without pay and at the end of such leave shall be reinstated.

Section 16. Extending Leaves of Absence

Employees on leave of absence may apply for an extension of their leave by applying **ten** (10) days prior to the expiration of their leave. Any request for extended leave is subject to the prior approval of the Board.

Section 17. Military Leave

All military leaves shall be dealt with in accordance with applicable federal, state, board policies, and regulations.

Section 18. Caring for Sick Member of Immediate Family

A leave of absence, without pay for up to one (1) year may be granted for the purpose of caring for a sick member of the immediate family, as defined in Section 3 above, after proof has been submitted to the Administrator in charge of Human Resources, for approval by the Board, that such is necessary.

Section 19. Retirement Benefits

Any employee with 15 years or more of service to the district shall receive one (1) day base salary for each three (3) days of unused accumulated sick leave upon the employee's retirement. Employees hired effective January 1, 1994, or after shall be paid up to **\$18,000** for aforementioned accumulated days under the same conditions. Credit for unused sick days in accordance with the following formula may be obtained upon retirement after 15 years of service in the district.

Ten month employees – $1/200$ of the employee's base salary for each three (3) days of unused sick leave upon the employee's retirement.

Twelve month employees – $1/240$ of the employee's base salary for each three (3) days of unused sick leave upon the employee's retirement.

Article VII

INSURANCE PROTECTION

Section 1. The Board shall pay the premium for medical benefits coverage under the Blue/Cross Blue/Shield, Medigroup with Medigroup supplement, the New Jersey Blue Cross Hospital Service Plan, the New Jersey Blue Shield Medical Surgical Plan, PACE Series: Rider J, Provident Life & Accident Major Medical Plan. The Major Medical Plan will cover 100% of the eligible Major Medical Expenses for the balance of the calendar year when out of pocket expenses in the 20% co-insurance and \$100 deductible equal \$500 per individual or \$1,000 per family. Blue Cross and Blue Shield Prescription Plan shall be as follows:

| | |
|-------------|--------------------|
| MAIL ORDER: | \$0.00 co-payment |
| GENERIC: | \$5.00 co-payment |
| BRAND NAME: | \$10.00 co-payment |

Section 2. Employees will have the choice of coverage under either: a Traditional Hospital/Medical Surgical Diagnostic X-Ray and Laboratory/Major Medical Plan, or Preferred Provider Plan with \$10 co-pay for routine office visits, an HMO with a \$5 co-pay for routine office visits, or an HMO with a \$10 co-pay for routine office visits.

Section 3. Full family dental will be provided through either Delta Dental or DSO. Employees will have the choice of coverage under either an indemnity dental plan with a \$2,000 annual maximum (\$1,000 lifetime maximum for orthodontia) or Dental Services Organization Inc., (Eastern Dental); with no deductible.

Section 4. Employees who retire at age 55 or older with twenty-five years or more of service with the district will receive individual medical health benefits from the State Health Benefits Plan at no cost to the retiree. All employees who retire shall be allowed to remain as part of the group plans provided by the Trenton Board of Education and shall be responsible for payment at the group rates until eligible for Medicare.

Section 5. A 12/24/24 Vision Care Plan will be provided

Section 6.

- A. At the Board's discretion, all unit members may be covered by the State Health Benefits Plan. The plan will include individual and family health insurance benefits substantially equal to those provided as of September 1, 2000 including dependent coverage to age 23 and HMO coverage with \$5.00 co-pay.
- B. However, for dependents who will reach the ages of 23-25 during the term of this agreement only, the Board will provide COBRA, at the Board's expense for these dependents. The employee shall have the choice to determine coverage.
- C. Employees receiving the waiver health benefit as of July 1, 2006 shall continue to receive said waiver for the term of this contract.

Article VIII

HOLIDAYS & VACATIONS

Section 1. All employees, except dispatchers, shall be entitled to the specified holidays outlined on the approved school calendar, and any revisions thereto approved by the Board. Any employee who works on a day when schools are closed due to inclement weather is entitled to be compensated at an hourly rate based upon their annual salary in addition to their regular salary for those hours worked and, only if, approved in writing by his/her immediate supervisor.

Section 2. Any vacation of 3 consecutive work days or more must be requested of the immediate supervisor at least 10 days in advance.

Section 3. If a holiday falls during an employee's vacation period, the day shall not be charged as a vacation day.

Section 4. Any employee taking a leave of absence before the end of the school year shall be entitled to pro-rata portion of vacation days for each month worked.

Section 5. Any employee who resigns or retires prior to the end of the school year shall be entitled to pro-rata portion of their vacation days for each month worked.

Section 6. Annual vacations allowances for all twelve (12) month employees covered by this agreement hired December 31, 1993 or earlier, shall be made in accordance with the schedule below:

| | |
|----------------|------------------|
| 0-24 years | 20 days per year |
| After 25 years | 25 days per year |

Annual vacation allowance for twelve (12) month employees hired effective January 1, 1994 and up to ratification of this agreement shall be made in accordance with the schedule below:

| | |
|-------------|------------------|
| 1-5 years | 12 days per year |
| 6-15 years | 15 days per year |
| 16-24 years | 20 days per year |
| 25 years | 25 days per year |

Annual vacation allowance for new twelve (12) month district employees hired after ratification date of this agreement shall be made in accordance with the schedule below:

| | |
|------------|------------------|
| 1-5 years | 12 days per year |
| 6-15 years | 15 days per year |
| 16+ years | 20 days per year |

All employees shall fall under the provision of Section 6 when it comes to vacation time.

Section 7. The vacation schedule for District Monitors/Dispatchers shall be the same as the vacation schedule for twelve (12) month Security Officers, as set forth in Section 6 of this Article. Vacation schedules shall be mutually approved by the parties.

Section 8. District Monitors/Dispatchers shall receive a total of fourteen (14) paid holidays mutually agreeable to the Administration and the Association, in accordance with the yearly school calendar. If Administration requires a District Monitor/Dispatcher to work on a NJEA day, the employee shall receive a compensatory day, mutually scheduled by the employee and the Administration.

Section 9. When working a holiday the District Monitor/Dispatcher shall be paid double time. Holidays are defined as the following:

| | |
|-----------------|-------------------------|
| New Year's Day | Dr. King's Birthday |
| Presidents' Day | Good Friday |
| Memorial Day | 4 th of July |
| Labor Day | Columbus Day |
| Veteran's Day | Thanksgiving Day |
| | Christmas Day |

Article IX

GRIEVANCE PROCEDURES

Section 1. DEFINITIONS

a. Grievance

A grievance is a claim that there has been misinterpretation, misapplication, or violation of this Agreement, Board policies or administrative decisions affecting terms and conditions of employment.

b. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

c. Party of Interest

A "party of interest" is the person or persons making the claim and any person including Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

Section 2. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

Section 3. PROCEDURE

1. TIME LIMITS

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by the mutual agreement. A grievance, to be considered under this procedure, must be filed in writing within thirty (30) work days after the grievant knew or should have known occurrence.

2. YEAR-END GRIEVANCE

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual consent so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it practicable.

3. LEVEL ONE - IMMEDIATE SUPERVISOR

An employee with a grievance shall first discuss it with the principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. This discussion will be identified as an informal grievance and the data noted and initiated by both parties. A decision shall be rendered within five (5) work days.

4. LEVEL TWO - SUPERINTENDENT

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance in writing with the Association within five (5) work days after the decision at Level One or ten (10) work days after the grievance was presented, whichever is sooner. Within five (5) work days after receiving written grievance, the Association shall refer it to the Superintendent of School or the Superintendent designee.

GRIEVANCE PROCEDURE (CONTINUED)

5. LEVEL THREE - PERC

a. In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or in event no decision has been rendered by the Superintendent or his/her designee, within five (5) work days after the conclusion of the hearing or after fifteen (15) work days after the grievance has been filed with the Superintendent, he/she may request the Association to appeal the grievance to the Board, in which event the Association shall take the appeal by notifying the Superintendent or his/her designee in writing.

b. The Board or designated hearing officers will review the grievance with the grievant and Association representatives present solely for the purpose of reviewing the accuracy of the facts presented. No new evidence shall be presented at this level. The hearing officer shall present a written recommendation to the Board within fifteen (15) work days of the hearing.

c. The Board shall render a written decision on the grievance within twenty (20) work days after the recommendations of the hearing officers are presented to the Board, and a copy of each decision shall be immediately forwarded to the Association which shall notify the grievant.

d. The Board shall not be required to hold a special meeting to comply with the times specified in Level Three (a), (b), (c), provided that more than 40 working days shall elapse between the filing of the grievance at Level Three and the Board's decision.

6. LEVEL FOUR - ARBITRATION

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within forty (40) work days after the grievance was delivered to the Board, which ever is sooner. Within five (5) work days of the Board's decision, the aggrieved may request in writing, to the Association, that the grievance be moved to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after receipt of a request by the aggrieved person and the board shall be so notified.

b. The parties shall then be bound by the rules and procedures of the Public Relations Commission in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representation of the Board and the Association and hold hearings promptly, and shall issue his/her decision normally, not later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs 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 is violative of 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 the parties. The Arbitrator shall be limited to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties.

GRIEVANCE PROCEDURE (CONTINUED)

d. The costs for the service of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.

Section 4. RIGHTS OF EMPLOYEE TO REPRESENTATION

An aggrieved person may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by a representation 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 view at all stages of the grievance procedure.

Section 5. MISCELLANEOUS

1. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of employees, or the immediate supervisor does not have the authority to resolve the grievance, the Association may submit such grievance in writing to the Superintendent or his/her designee directly, and the processing of such grievance shall be commenced at Level Two.

The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. WRITTEN DECISIONS

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. FORMS

Forms for filing grievances, servicing notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent or his/her designee and the Association and give appropriate distribution so as to facilitate operation of the grievance procedure.

5. MEETINGS AND HEARINGS

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, heretofore referred to in this Article.

Article X

EMPLOYEE EVALUATIONS

Section 1. OPEN EVALUATION

All monitoring or observations of the work performance of any employee shall be conducted openly and with full knowledge of the employee. Each employee shall be evaluated by his/her immediate supervisor at least one (1) time in each school year. Each evaluation shall be followed by a written report and by a conference between the employee and his/her immediate supervisor.

Section 2. COPIES OF EVALUATION

An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least three (3) days before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

All documents that contain evaluative material, a supervisor's comment, etc., about the quality of an employee's work, are to be discussed by both the supervisor and the employee, and signed by both.

Section 3. SIGNING OF EVALUATION

Said evaluation shall be signed by the employee and supervisor with the express understanding that such signature in no way indicates agreement with the contents thereof or with other statements regarding quality of performance. The employee shall also have the right to submit a written answer. His/her answer shall be reviewed by the Superintendent or his/her designee, and attached to all copies.

Section 4. DEROGATORY MATERIAL

No material derogatory to an employee's services, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature on the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee, and attached to all copies.

Section 5. COMPLAINTS

Any complaints regarding an employee made to any member(s) of the administration by a parent, student or other person which does or may influence evaluation of and/or continued employment shall be brought to the attention of the employee. Further, any written report of said incident shall incorporate the procedures outlined above.

Section 6. PERSONNEL RECORDS

Access to personnel files is limited to the employee, their representative, Superintendent or designee and Board member as appropriate and consistent with the law. The employee will be notified that their file is being reviewed for disciplinary reasons. Access by Human Resources personnel shall not require notification.

Article XI

FAIR DISMISSAL PROCEDURE

Section 1. ANNUAL RENEWAL

On or before May 15 of each year, the Board shall give to each employee:

- a. A written notification of employment for the succeeding year containing the salary and noting that the terms and conditions of employment shall be in accordance with the Agreement negotiated between the Board and the Association, or
- b. A written notice that such employment shall not be offered.

Section 2. TERMINATION

An employee shall receive 30 work days notice of termination. Any earned vacation shall be paid according to the proportion of full months worked to the total contract year.

Section 3. RESIGNATION

Any employee who is resigning from his/her position shall give two (2) weeks written notice. Any earned vacation shall be paid according to the proportion of full months worked to the total contract year.

Section 4. NOTIFICATION OF INTENTION OF RETURN

If the employee desires to accept such employment, he/she shall notify the Board of such acceptance, in writing, on or before June 1 in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue the employment of the employee.

Section 5. NOTIFICATION OF NON-RENEWAL/TERMINATIONS

If an employee is not offered such employment, the following procedure shall be followed:

a. **REASONS**

Any employee who received a notice of non-renewal of employment may within ten (10) days thereafter, in writing, request a statement of reasons in writing, for such non-renewal of employment from the Superintendent, or his/her designee. Reasons shall be given, in writing, within ten (10) days after receipt of the request.

b. **HEARING**

In accordance with state statute, any non-tenured employee who has received such notice of non-renewal of employment and statement of reasons shall be entitled to an informal appearance before the Board, provided a written request for an informal appearance is received in the office of the Board Secretary within ten (10) work days after receipt by the employee of the statement of reasons, in writing.

c. **BOARD DETERMINATION**

The Board shall issue its written determination as to the employment or non-renewal of said non-tenured employee for the next succeeding school year within ten (10) work days after the completion of the informal appearance. Said proceeding shall be completed and the Board's determination presented to the employee in no later than twenty (20) working days.

FAIR DISMISSAL PROCEDURES (CONTINUED)

Section 6. FAILURE TO COMPLY

Should the Board or any agent of the Board fail to comply with the provisions of this Article, then any notice of nonemployment or termination shall be invalid and of no force and effect and the employment of the employee shall continue as if such notice had not been given.

Section 7. Hourly employees shall not be covered any of the provisions of this article.

Article XII

MANAGEMENT RIGHTS

Section 1. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations.

- a. to direct employees of the school district;
- a. to hire, promote, transfer, assign, and retain employee in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;
- b. to relieve employees from duty because of lack of work or for other legitimate reasons;
- c. to maintain efficiency of the school district operations entrusted to them;
- d. to determine the methods, means and personnel by which such operations are to be conducted;
- e. to establish reasonable work rules;
- f. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- g. The Board of Education shall provide an identification badge which can be worn on outer clothing and clearly identifies an employee of the Board of Education.

Article XIII

EMPLOYEE RIGHTS/ASSOCIATION RIGHTS

Section 1. No employee shall be disciplined, reduced in rank, or compensation or deprived of any professional advantage without just cause. Any such actions asserted by the Board or any agent or representative thereof, shall not be made in public and shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall at the option of the employee be subject to the grievance procedure.

Section 2. Whenever any member of the Association is scheduled during working hours to participate in negotiations meetings, grievance proceedings, conferences or meetings they shall suffer no loss in pay and/or benefits. Approval shall be obtained from the supervisor or the administrator in charge of Human Resources which shall not be unreasonable denied.

Section 3. Employee shall have the right to organize, join and support the Association for the purpose of collective negotiations in accordance with the New Jersey-Employer-Employee Relations Act.

Section 4. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey laws or other applicable laws, statutes, or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided by laws, statutes or regulations.

Section 5. The President and other representatives of the Association, the Mercer County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official association business at all reasonable times on or off school property, with the approval of the immediate supervisor, which shall not be unreasonable withheld.

Section 6. Subject to the Board's permit procedures and the School Board's approval the Association shall have the right to use school buildings, except during normal school hours, for meetings.

Section 7. Subject to the approval of the Superintendent or his/her designee, the Association shall have the right to use school facilities and equipment, including typewriters, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the reasonable cost of all materials and supplies incident to such use.

Section 8. The Association shall have the right to use interschool mail facilities and school mailboxes. Such use shall be limited to official Association business and shall be consistent with Board policy and applicable laws concerning such use.

Section 9. Security Officers shall not be required to drive students, except in case of emergency.

Section 10. No employee shall be subject to a reduction in salary except for inefficiency, incapacity, conduct unbecoming an employee or other just cause. Following written notice of such reasons and a hearing before and determination by the Board of Education find that such cause does in fact exist and is sufficient for such reduction in salary or dismissal.

Section 11. Employment or adjustment increments may be withheld in whole or part of inefficiency or other just cause related to the performance of duties.

Section 12. Whenever any employee is required to appear before the Superintendent or his/her designee, the Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his position of employment, or the salary or increments pertaining thereto, then he/she shall be given prior written notice of the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

Section 13. The Board agrees to furnish the Association, in response to reasonable request from time to time, all available public information concerning the financial resources of the district including, but not limited to: annual financial reports and audits, directory for all personnel in the audit and all changes that may arise, agendas and minutes of information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of its employees, together with public information which may be necessary for the Association to process any grievance or complaint.

Section 14. Board Automobile

The Board of Education will provide a Board-owned car for temporary use of Attendance Officers to complete their duties when their personal car is being repaired, if and when a Board-owned car is available. The duration of any such temporary use shall be determined by Executive Administrator of Buildings and Grounds.

Section 15. Non-Bus Drivers

Members of this unit shall not be required to transport any students home from school except in case of an emergency, as determined by their immediate supervisor, or his/her designee. However, in no instance shall they transport any students under this section unless prior contact is made with the home to assure the presence of an adult to receive the student.

Section 16. Home visits pertaining to the legality of attendance of students in the Trenton School District are to be made by Attendance Officers.

Section 17. An Attendance Officer shall have the discretion, with the approval of the immediate supervisor, on a case by case basis to require the assistance of an additional officer during home visitations.

Section 18. Employees shall be provided, at the Board's approval and expense, regular and on-going training for all equipment and technology systems and programs necessary to fulfill their job responsibilities. Training shall include on-going programs designed to incorporate education regarding policies, procedures, State/Federal regulations and medical emergency training.

Section 19. All Security Officers, Bus Drivers and Attendance Officers shall be provided working two-way radios.

Section 20. Attendance Officers shall be paid the Board approved mileage rate plus \$0.05. All others members will use the Board approved rate.

Article XIV

PROTECTION OF EMPLOYEES

Section 1. An employee may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within contact of a pupil.

Section 2. Whenever any action is brought against an employee before the Board, the Commissioner of Education, or a court of the State of New Jersey which may alter his/her employment or salary status, arising out of the proper discharge of his/her assigned duties, the Board of Education shall reimburse the employee of the reasonable cost of his/her defense, in accordance with the statutes of the State of New Jersey.

Section 3. The Board shall give full support, including legal and other assistance, for any assault upon the employee while acting in the discharge of his/her duties.

Section 4. When an employee is absent from his/her duties, as a result of an assault or injury, arising out of and in the course of his/her employment, he/she shall not forfeit any sick leave or personal leave. Benefits derived shall be in accordance with the laws governing Worker's Compensation.

Section 5. Except in cases of medical emergencies, employees shall immediately, by conclusion of the following work day, report cases in writing of assault suffered by them in connection with their employment to their immediate supervisor.

Section 6. If civil proceedings, as required by law, are brought against an employee, for an act or omission arising out of the performance of his/her duties, the Board shall furnish legal counsel to defend him/her in such proceedings.

Section 7. Should any criminal action be instituted against any such person for any such act or omission and should such proceedings be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him/her the cost of defending such proceedings, including reasonable counsel fees, based upon the Board Attorney's hourly rate, and expenses of the original hearing or trial and all appeals.

Section 8. The Board shall reimburse members for the reasonable cost of any clothing or other personal property damaged or destroyed while the member was in the discharge of his/her duties while in the scope of his/her employment. Description of the incident and an estimate of the value of the loss shall be forwarded to the Administrator in charge of Human Resources for approval.

Article XV

REPRESENTATION FEE

Section 1. Deduction From Salary

The Board agrees to deduct from the salaries of its employees dues for the Trenton Business & Technical Association, the Mercer County Education Association, the New Jersey Education Association and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Trenton Business & Technical Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate Association or Associations.

Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

The Board agrees to deduct from employee's salaries money for local, county, state and/or national Association services and other programs as said employee individually and voluntarily authorize the Board to deduct and to transmit the moneys promptly by the 15th of each month, to such agencies. Any employee may have such deductions discontinued at any time upon sixty (60) days' written notice to be the Board and the appropriate agency.

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, except counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with the representation fee provisions.

Section 2. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part of this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Section 3. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

Section 4. Deduction and Transmission of Fee

a. Notification

On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the Association shall notify the board of education as to the names of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section 4a the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

e. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the board received said notice.

f. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, social security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

Article XVI

VACANCIES AND NEW POSITIONS

Section 1. Notice of all vacancies and locations of all positions, shall be posted in the Administration Building, Schools, Warehouse, Commissary and Garage no later than thirty (30) days following the formal notice of the Board action that created such vacancy.

- a. Security Officers who apply for a vacancy shall receive in writing from the Personnel Office proper acknowledgement of their application/request within ten (10) days.
- b. The Association must be notified in writing of all transfers.
- c. All vacancies shall be posted for a minimum of ten (10) calendar days.
- d. All notices for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board. A copy of each such notice shall be sent to the Association.

Section 2. The Association will be notified of the identity of the person selected for the position within sixty (60) calendar days of the last day for the filing of applications or if the position has not been filled within that period, of the reason for the delay.

Section 3. When a vacancy is filled within the District, the appointee shall be notified no later than ten (10) work days after the action has been taken by the Board.

Section 4. All positions when created or vacated shall be advertised and screened within 30 days of becoming a vacancy. All positions shall be advertised at the current job classification.

Section 5. Current employees who apply for a position must be screened.

Section 6. When a position has been filled by a temporary or substitute for a period of ninety (90) consecutive work days, the position shall be deemed vacant and filled by regular appointment, giving highest priority to the three (3) substitutes with the longer substitute service to the District that applied for the vacancy, unless the position is eliminated by the Board, or unless the regular holder of the position is on sick leave, leave of absence, or suspension pending litigation. Any substitute or temporary employee shall, upon appointment as a regular employee, accrue seniority for salary guide placement purposes only from the original date of hire, not from the regular employment date. There shall be no retroactive pay. The purpose this paragraph is to limit the use of temporary or substitute employees to periods less than ninety (90) consecutive days.

Section 7. NOTIFICATION OF VACANCIES

No later than May 31 of each school year, or as soon thereafter as is practicable, the Office of Human Resources shall deliver to the Association President and have posted in all school buildings a list of known vacancies, which shall occur during the following school year.

Section 8. SPECIAL ASSIGNMENTS

Special Assignments longer than 90 days shall be posted and screened in accordance with Article XVI, Section 1.

Article XVII

VOLUNTARY/INVOLUNTARY TRANSFERS/REASSIGNMENTS

Section 1. VOLUNTARY TRANSFERS -- FILING REQUEST

Employees who desire to transfer to another position or location, may file a written statement of such desire with the Division of Human Resources. Such statement shall include the school(s) or position to which he/she desires to be transferred, in order of preference. Request for transfers and reassignments for the following year may be submitted at any time.

Section 2. NOTIFICATION OF TRANSFER

As soon as practicable, and no later than **August 15th** the Division of Human Resources shall make available the names of all employees who have been reassigned or transferred and to the nature of such reassignment or transfer.

Section 3. INVOLUNTARY TRANSFERS

If an involuntary transfer or reassignment during the school year is made by the immediate supervisor, the member involved shall be notified of the reason 10 days prior to the effective date of transfer. In the event that the member objects to the transfer or reassignment, upon the request of the member, the Association shall be notified and the immediate supervisor shall meet with the Association's representative to discuss the matter. If the member or the Association does not meet with the immediate supervisor within the 10 day period, the transfer will be effective on the 11th day and the complaint will be ruled untimely.

Section 4. A list of open positions in the district shall be made available to all employees being involuntarily transferred or reassigned. Employees may request the positions by seniority, in order of preference, to which they desire to be transferred, providing, however, it is understood that such request is not binding.

Article XVIII

NEGOTIATION PROCEDURES

Section 1. NEGOTIATION OF SUCCESSOR AGREEMENT

Consistent with Article II, Recognition Clause, the Board shall not effect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this agreement and contained herein.

Section 2. The parties agree to enter into collective negotiations in accordance with the New Jersey Employer-Employee Relations Act in good-faith to reach agreement concerning the terms and conditions of employment which may then be of mutual concern and interest. Any agreement negotiated and agreed by the majority of the Association membership and the Board shall apply to all members of the unit defined in Article I, Section A and shall be reduced to writing and signed by all parties.

Section 3. Negotiations shall commence with a meeting at a mutually agreed to place within fifteen (15) days after receipt of a proposal. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Each party may, if it so desires, utilize the services of outside consultants and may call upon professionals and lay representatives to assist in the negotiations.

Section 4. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Section 5. Except as provided by this agreement, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement.

Section 6. The Board agrees not to negotiate with any organization other than the Association for the duration of this agreement.

Section 7. Copies of this Agreement shall be reproduced after the agreement with the Association and formatted within thirty (30) days after the agreement is signed. The agreement shall be provided to all employees now employed, hereafter employed or considered for employment by the Board. The cost of printing and copying shall be shared equally by both parties.

Article XIX

MISCELLANEOUS

Section 1. Board Policy

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and given them full force and effect as Board policy.

Section 2. Saving Clause

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate or reduce or otherwise detract from any employee benefit existing prior to its effective date.

Section 3. Separability

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

Section 4. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

Section 5. Notice

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter or personal delivery. This procedure shall not apply to notice to individual employees.

Notification shall be addressed to the Board Secretary, Trenton Board of Education, and President, Business & Technical Association.

Salary Guide FY 2009-2010

| Salary Guide Step | Guide A | Guide B | Guide C | Guide D 10 | Guide D 12 |
|----------------------------------|----------------|----------------|----------------|-------------------|-------------------|
| 1 | 49338 | 35922 | 33114 | 24073 | 28888 |
| 2 | 51004 | 37692 | 34753 | 25395 | 30474 |
| 3 | 52668 | 39460 | 36373 | 26720 | 32064 |
| 4 | 54333 | 41230 | 38004 | 28043 | 33652 |
| 5 | 55997 | 43000 | 39634 | 29365 | 35238 |
| 6 | 57662 | 44772 | 41264 | 30688 | 36826 |
| 7 | 59327 | 46539 | 42894 | 32012 | 38414 |
| 8 | 60991 | 48328 | 44524 | 33335 | 40002 |
| 9 | 62655 | 50079 | 46153 | 34658 | 41590 |
| 10 | 64322 | 51849 | 47784 | 35980 | 43176 |
| 11 | 65986 | 53620 | 49413 | 37304 | 44765 |
| 12 | 67649 | 55388 | 51044 | 38627 | 46352 |
| 13 | 69315 | 57159 | 52673 | 39951 | 47941 |
| 14 | 70979 | 58927 | 54304 | 41273 | 49528 |
| 15 | 72647 | 60704 | 55928 | 42593 | 51112 |

Salary Guide FY 2010-2011

| Salary Guide Step | Guide A | Guide B | Guide C | Guide D 10 | Guide D 12 |
|--------------------------|----------------|----------------|----------------|-------------------|-------------------|
| 1 | 50358 | 36942 | 34134 | 25093 | 30112 |
| 2 | 52024 | 38712 | 35773 | 26415 | 31698 |
| 3 | 53688 | 40480 | 37393 | 27740 | 33288 |
| 4 | 55353 | 42250 | 39024 | 29063 | 34876 |
| 5 | 57017 | 44020 | 40654 | 30385 | 36462 |
| 6 | 58682 | 45792 | 42284 | 31708 | 38050 |
| 7 | 60347 | 47559 | 43914 | 33032 | 39638 |
| 8 | 62011 | 49348 | 45544 | 34355 | 41226 |
| 9 | 63675 | 51099 | 47173 | 35678 | 42814 |
| 10 | 65342 | 52869 | 48804 | 37000 | 44400 |
| 11 | 67006 | 54640 | 50433 | 38324 | 45989 |
| 12 | 68669 | 56408 | 52064 | 39647 | 47576 |
| 13 | 70335 | 58179 | 53693 | 40971 | 49165 |
| 14 | 71999 | 59947 | 55324 | 42293 | 50752 |
| 15 | 73667 | 61724 | 56948 | 43613 | 52336 |

Salary Guide FY 2011-2012

| Salary Guide Step | Guide A | Guide B | Guide C | Guide D 10 | Guide D 12 |
|--------------------------|----------------|----------------|----------------|-------------------|-------------------|
| 1 | 51405 | 37989 | 35181 | 26140 | 31368 |
| 2 | 53071 | 39759 | 36820 | 27462 | 32954 |
| 3 | 54735 | 41527 | 38440 | 28787 | 34544 |
| 4 | 56400 | 43297 | 40071 | 30110 | 36132 |
| 5 | 58064 | 45067 | 41701 | 31432 | 37718 |
| 6 | 59729 | 46839 | 43331 | 32755 | 39306 |
| 7 | 61394 | 48606 | 44951 | 34079 | 40895 |
| 8 | 63058 | 50395 | 46591 | 35402 | 42482 |
| 9 | 64722 | 52146 | 48220 | 36725 | 44070 |
| 10 | 66389 | 53916 | 49851 | 38047 | 45656 |
| 11 | 68053 | 55687 | 51480 | 39371 | 47245 |
| 12 | 69716 | 57455 | 53111 | 40694 | 48833 |
| 13 | 71382 | 59226 | 54740 | 42018 | 50422 |
| 14 | 73046 | 60994 | 56371 | 43340 | 52008 |
| 15 | 74714 | 62771 | 57995 | 44660 | 53592 |