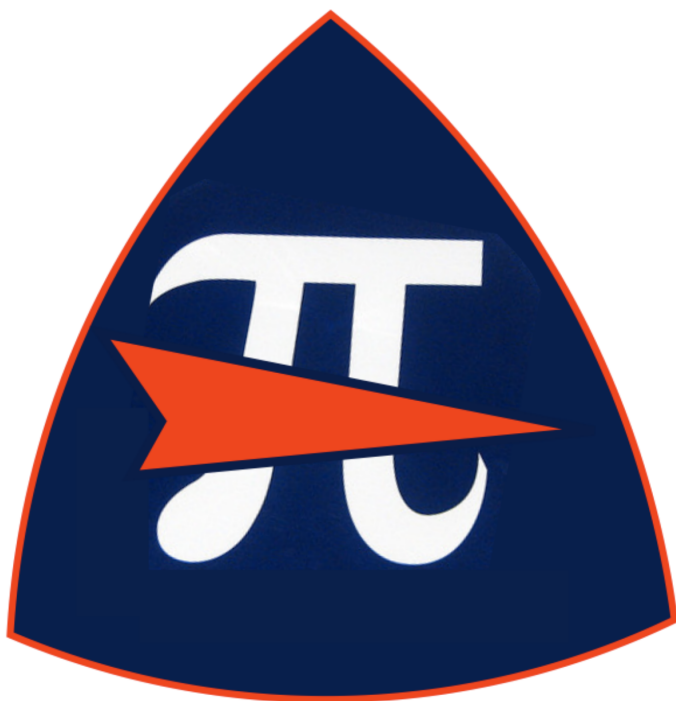


Custodians, Drivers and Bus
Attendants



4000 Members Strong

Table of Contents

Preamble.....	1
Article I: Recognition.....	1
Article II: Successor Employers.....	2
Article III: Membership Dues.....	2
Article IV: Inspection Privileges.....	5
Article V: Representatives.....	5
Article VI: Management Rights.....	7
Article VII: Grievances and Arbitrations.....	8
Article VIII: Employee Rights as to Discipline.....	16
Article IX: Separation of Employment.....	16
Article X: Association Rights and Privileges.....	17
Article XI: Non-Discrimination.....	24
Article XII: Work Assignments.....	25
Article XIII: Subcontracting.....	25
Article XIV: Safety and Protection of Employees.....	26
Article XV: Notification to the Association.....	27
Article XVI: Seniority.....	28
Article XVII: Layoffs And Recall.....	30
Article XVIII: Vacancies, Transfers, and Reassignments.....	33
Article XIX: Job Classification Sheets.....	35
Article XX: Hours of Work (Except Bus Attendants).....	36
Article XXI: Rates of Pay.....	38
Article XXII: Working at Different Rates (Except Bus Attendants).....	40
Article XXIII: Premium Pay.....	41
Article XXIV: Pay Day.....	43
Article XXV: Holidays (Except Bus Attendants).....	43

Article XXVI: Vacations (Except Bus Attendants).....	44
Article XXVII: Sick Leave.....	45
Article XXVIII: Personal Business and Emergencies.....	50
Article XXIX: Health Care Insurance Program (Employees Working Twenty (20) Hours Or More).....	51
Article XXX: Group Insurance And Pension.....	53
Article XXXI: Special Licenses (Except Bus Attendants)...	53
Article XXXII: Extended Leave.....	54
Article XXXIII: Jury Duty and Bereavement Leave.....	56
Article XXXIV: Military Service.....	58
Article XXXV: Uniforms.....	59
Article XXXVI: Sanitary Conditions.....	59
Article XXXVII: Compensation Claims.....	59
Article XXXVIII: Separability and Savings Clause.....	60
Article XXXIX: Bus Attendants.....	60
Article XL: Evaluation.....	62
Article XLI: Duration of Agreement.....	64

Preamble

This agreement has been entered into by and between the Elizabeth Education Association, hereinafter referred to as the “Association,” and the Elizabeth Board of Education, Elizabeth, New Jersey, hereinafter referred to as the “Employer” or “Board.”

At the expiration of this written agreement, the parties agree to bargain for a successor agreement using the current agreement as the basis for the commencement of negotiations.

Article I: Recognition

- I. The Employer recognizes the Elizabeth Education Association as the sole and exclusive bargaining agency for all employees covered by this agreement in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits, and other terms and conditions of employment.
- II. The provisions of the Agreement shall apply to the following:
 - a. Bus Driver/Utility Person
 - b. Bus Driver (11 Months)
 - c. Custodian/Fireman
 - d. Custodian/Utility
 - e. Custodian (Head)
 - f. Custodian without seal
 - g. General Repairman
 - h. Groundskeeper
 - i. Laborer

- j. Multi-Purpose Bus Attendant
- k. Pool Maintenance and Utility Person
- l. Truck Driver/ Utility Person
but excluding:
 - a. all Substitute Personnel
 - b. Tradesman
 - c. Managerial Executives
 - d. Professional Employees
 - e. Supervisors within the meaning of the Act.

Article II: Successor Employers

- I. This agreement shall be binding upon the parties hereto, their successors, administrators and assigns.

Article III: Membership Dues

- I. The Board agrees to deduct from the salaries of the employees in the bargaining unit dues for the Elizabeth Education Association, the New Jersey Education Association, the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorized the Board to deduct.
 - A. The Board agrees to deduct Association dues in accordance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15, 9e, and under rules established by the State Department of Education.

- II. The Board agrees that it will deduct the Association membership dues from the pay for each employee and transmit the same with a list of such employees to the Elizabeth Education Association.
 - A. The Board will deduct the representation fee in equal installments, as nearly as possible.
- III. The Association will provide the necessary “check-off authorization” form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board.
 - A. The Board shall remit to the Association, on a quarter annual basis, all dues monies collected.
- IV. If, during the life of this agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Board written notice thirty (30) calendar days prior to the effective date of such change.
- V. The Board agrees only to deduct from the salaries of its employees covered by this Agreement dues which said Employees individually, voluntarily, and in writing authorizes the Board to deduct.
 - A. Such deductions shall be made in compliance with applicable federal and state law. The written authorization shall be delivered on or before the close of the calendar year.
- VI. The employer shall remit the amount deducted to

the Association monthly, on or before the fifteenth (15) of the month following the month in which such deductions were made.

VII. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

VIII. The Association shall establish, and maintain at all times, a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times.

A. In the event the Association fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making said deductions.

IX. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in and defend any administrative or court litigation. The Board shall have no obligation to defend actions arising under this article, but once compelled to do so, the Association shall reimburse the Board

for all reasonable costs incurred in defending or participating in such litigation.

Article IV: Inspection Privileges

- I. An authorized representative of the Association shall have access to the Employer's facilities during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule and permission for such access has been granted by the Chief of Operations for his/her presence.

Article V: Representatives

- I. The Employer recognizes the right of the Association to designate one (1) representative (head) and four (4) representatives.
- II. The authority of the representative (head) and representatives so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:
 1. The investigation and presentation of grievances in accordance with the provisions of the collective negotiating agreement.
 2. The transmission of messages and information which shall originate with, and be authorized by the Association or its

officers, provided such messages and information:

- a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's businesses.
- III. The representatives have no authority to take strike action, or any other action interrupting the Employer's business.
- IV. The Employer recognizes these limitations upon the authority of the representatives, and shall not hold the Association liable for any unauthorized acts. The Employer in so recognizing such limitations shall have representatives have taken unauthorized strike action work stoppage in violation of this agreement.
- V. The representatives shall be permitted to investigate, present, and process grievances. The foregoing shall not be conducted during working hours unless prior permission has been obtained from the Chief of Operations and such permission shall not be unreasonably withheld. Any time spent in handling grievances during scheduled working hours shall be considered time worked.

Article VI: Management Rights

- I. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.
- II. The Board, subject only to the language of this Agreement, reserves to itself sole jurisdiction and authority over matters of policy and retains the right in accordance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to do the following:
 - A. to direct employees of the school district;
 - B. to hire, assign, promote, transfer, and retain employees covered by this agreement, within the school district or to suspend, demote, discharge, or take other disciplinary action against employees;
 - C. to relieve employees from duties because of lack of work, lack of cooperation or initiative, or other legitimate reasons;
 - D. to maintain the efficiency of the school district operations entrusted to them;
 - E. to determine the methods, means and personnel by which such operations are to be conducted; and
 - F. to take whatever actions may be necessary to accomplish the mission of the school district in any situation.

- III. Nothing herein shall alter or deprive any employee of rights guaranteed to him/her by federal or state law and all rights enumerated in this agreement.

Article VII: Grievances and Arbitrations

- I. Definition
- A. A “grievance” shall mean a complaint by an employee(s) or by the Association that there has been an inequitable, improper or unjust application, interpretation or violation of Board Policy, this Agreement, or an administrative decision, except that the term “grievance” shall not apply to:
1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
 2. A complaint of a non-tenured employee which arises by reason of his/her not being reemployed; or
 3. A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure either is not possible or not required.

- B. A grievance, to be considered under this procedure, must be initiated by either an employee, employees, or the Association within twenty (20) workdays from the time when the grievant knew, or should have known, of its occurrence.

II. Procedure

- A. The grievant shall file a written grievance with his/her immediate supervisor or respective Director, either Plant, Property, and Equipment or Transportation. The written grievance must specify the following:
 - 1. the date the grievance occurred;
 - 2. the nature of the grievance, including the Board Policy, administrative decision, and/or Article(s) and section(s) of this Agreement giving rise to the grievance;
 - 3. the nature and extent of any claimed injury, loss or inconvenience.
- B. The immediate supervisor or respective director shall provide the grievant with a written answer to the grievance within five (5) workdays from the date the written grievance was received.

- C. The employee grievant, no later than five (5) workdays after receipt of the decision from the immediate supervisor or respective director, may appeal the decision to the Chief of Operations. The appeal to the Chief of Operations must be made in writing and shall set forth the reason(s) why the grievant is dissatisfied with the answer of the other immediate supervisor. The written appeal must have the previously filed grievance and answer thereto attached.
- D. The Chief of Operations shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days from receipt of the appeal. The Chief of Operations shall communicate his/her decision in writing to the employee grievant, to the Association and to the immediate supervisor.
- E. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than ten (10) work days after receipt of the Chief of Operations decision, may request a review by the Superintendent of Schools. The request shall be in writing and shall attach the grievance, the answers thereto and a statement setting forth the reason(s) why the grievant is dissatisfied with the

answer of the Chief of Operations. Within five (5) work days after receipt of the request for review, the Superintendent of Schools shall discuss the grievance with the employee grievant together with the Association President (or designee) and a written decision shall be given to all interested parties within five (5) work days from the date of the meeting.

- F. If the grievance is not resolved to the satisfaction of the employee grievant and he/she wishes a review by a third party, he/she shall so notify the Association within ten (10) workdays of receipt of the Superintendent's decision. If the Association determines that the matter should be reviewed further, it may initiate arbitration under the procedure set forth below. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
- G. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

1. The parties may mutually agree in writing to extend or contract any time limitations set forth in this Article.
- H. It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
- I. If the grievance is not resolved to the satisfaction of the employee grievant and he/she wishes a review by a third party, he/she shall so notify the Association within ten (10) work days of receipt of the Superintendent of Schools decision. If the Association determines that the matter should be reviewed further, it may initiate arbitration under the procedure set forth below.

III. Arbitration

- A. If the Association desires to initiate arbitration, it shall send a written demand for arbitration to the New Jersey Public Employment Relations Commission (PERC), with a copy to the Superintendent, within twenty (20) workdays from the date of receipt of the

Superintendent's decision, if not timely received, within twenty (20) workdays from the date it should have been received. The arbitration shall be conducted under the rules and regulations of PERC then in effect.

- B. The Board and the Association shall agree upon an arbitrator for the purpose of holding scheduled arbitral hearings during the months of November, February and May. Grievances to be heard shall be mutually agreed to by the authorized representatives of the Board and the Association. Hearings shall be timely canceled in the absence of any agreement as to grievances. Grievances not heard via this provision shall be subject to the procedures of Article VII of this agreement.
 - 1. The arbitrator shall be limited to the issue(s) submitted and shall consider nothing else unless mutually agreed to by the Board and the Association.
 - 2. The arbitrator can add nothing to, or subtract anything from the agreement between the parties or any policy of the Board.

3. The recommendations of the arbitrator shall be advisory, except in the case of an alleged violation of this Agreement wherein the arbitrator's decision shall be final and binding on both parties.

C. Rights of an Employee to Representation

1. An aggrieved employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by the Association or a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent, or at any previous level, be notified that the grievance is in process, have the right to be present and submit its position in writing at any hearing held concerning the grievance and shall receive a copy of all decisions rendered.
3. The Board and the Association shall assure the employee freedom

from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her grievance.

D. Costs

1. Each party will bear their own costs incurred in the grievance/arbitration procedure.
2. The fees and reasonable expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. If time is lost by an employee due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute. The time lost by the employee must be without pay or charged to personal time.

E. Class Grievance

1. If, in the judgment of the Association, a grievance affects a group or class of employees, which has common issues of fact and law, the Association may initiate and submit such grievance in writing at the Superintendent's level of the

grievance procedure set forth in this Article. The Association may process such grievances through all levels of the grievance procedure.

Article VIII: Employee Rights as to Discipline

- I. No employee shall be disciplined except for just cause.
 - A. Any such discipline shall be subject to the grievance procedure of this Agreement.
 - B. This section shall not apply to Multi-Purpose Bus Attendants until the completion of a thirty (30) work day probationary period.
- II. The Association shall have the right to appeal a suspension and discharge at the Superintendent's level of the Grievance Procedure.

Article IX: Separation of Employment

- I. Upon discharge, the Employer shall pay all money, including pro rata vacation pay, where applicable, due to the employee.
- II. Upon voluntary termination, the employee shall give written notice to their respective director, either Plant, Property, and Equipment or Transportation, with a copy to the Chief of Operations ten (10) working days prior to the effective date of termination.

- A. The employer shall pay all money due the employee, including pro rata vacation pay where applicable, in the next pay period following such notice period.
- III. Failure to report to work for five (5) consecutive work days without notice to the Employer will be considered a voluntary termination, unless a reasonable excuse is presented to and accepted by the Chief of Operations, whose determination shall not be arbitrary or capricious.
 - A. This shall constitute job abandonment as per N.J.A.C. 12:17-9.11.

Article X: Association Rights and Privileges

- I. Upon request by the Association President, the Board agrees to make known to the President when and where information is available that the Board is required by law to release.
- II. The Association may use district facilities with the approval of the Business Administrator/ Board Secretary subject to availability and relevant Board policies.
- III. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty room. The location of Association bulletin boards in each room shall be where presently located, and if none, where designated by the Association.
 - A. Any additional bulletin boards which may

be required shall be supplied by the Association. Copies of all materials posted on such bulletin boards shall be given to the school principal and or coordinator, but no approval shall be required.

- IV. The Association shall have the right to reasonable use of the school mailboxes and email. A copy of any open material placed in the mailboxes shall be filed in the Superintendent's office at the time of distribution. No approval shall be required.
- V. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization.
- VI. Officers
 - A. The President of the Association shall have a full-time release schedule.
 - B. The Vice President(s) of the Association shall be relieved of non-teaching duties. In the event the Vice President of the Association is not a high school teacher, the President of the Association and the Superintendent of Schools shall jointly develop the respective work schedule of such employees to provide comparable release time as provided in the foregoing provisions of the teachers' contract.

- C. The Association President shall request of the Superintendent paid time for Association leaders and representatives for the purpose of conducting business of the Association and its affiliate organizations. The district may limit to thirty (30) the number of employees released at any one time for the purpose of legislative lobbying outside the district. The approval for these requests shall be within the discretion of the Superintendent or his/her designee.
 - D. One (1) member of the Association's executive committee designated by the Association President shall have a half-time ($\frac{1}{2}$) schedule for the purpose of conducting Association business.
 - E. Employees who need to attend any personal and/or Association related litigation activities, including litigation-related conferences and court appearances shall be required to use personal time, vacation time or leave without pay.
- VII. When the Board receives a subpoena requesting a copy of an employee's personnel file, the Association President shall receive a copy of the subpoena prior to the release of the employee's file.

VIII. Workplace Democracy Enhancement Act

A. Pursuant to the Workplace Democracy Enhancement Act, P.L. 2018, c. 15, the Association shall have access to members of the Association and potential members of the Association as follows:

1. The Board shall provide to the Association access to all members and potential members of the negotiations units. Access to members of the Association and potential members (negotiations unit members) shall include, but not be limited to the following:
 - a. The Association shall have the right to meet with individual employees on the premises of the school during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues.
 - b. The Association shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after

the workday, on workplace premises and to use district buildings and facilities to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Association, and internal union matters involving the governance or business of the exclusive representative employee organization.

- c. The Association shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees within thirty (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. Meeting duration time is up to one hundred and twenty (120) minutes,

in no cases less than thirty (30) minutes, with final duration of time needed to be determined by the Association.

- d. Within ten (10) calendar days from the date of hire of any employee, the board shall provide the following contact information to the Association in an Excel file format or similar delimited style file format that has manipulability and has been agreed to by the Association. It shall include: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the board, date of hire, and work email address and any personal email address on file with the board.
- e. Every one hundred and twenty (120) calendar days thereafter, the board shall

provide the Association, in an Excel file or similar delimited style format that has manipulability agreed to by the Association, the following information for all 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 board.

- f. The home addresses, phone numbers, email addresses, date of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L.1963,

c.73 (C.47:1A-1 et seq.)

The board shall not disclose employee information, except as outlined in (d) and (e) above.

- g. The Association shall have the right to use the email systems of the board to communicate 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. Such communications shall be considered confidential.

Article XI: Non-Discrimination

- I. Neither the Employer nor the Association will discriminate against any employee or those seeking employment because of race, creed, color, sex, age or national origin.

Article XII: Work Assignments

- I. The Employer agrees not to direct or require supervisors or persons other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of the employees in said unit, except in cases of emergency or for the purpose of training employees.
 - A. It is clearly understood by this provision that there is no intent to deprive available employee/s of on-call wages.
- II. Reimbursement
 - A. The use of employees' cars on official District business shall be compensated in accordance with IRS regulations.
 - 1. Employee use of personal vehicles will be reimbursed at the actual mileage driven at the current NJOMB mileage rate.
 - 2. Reimbursement requests for actual mileage driven will be processed using the District's current mileage reimbursement form.

Article XIII: Subcontracting

- I. If the Employer exercises its right to subcontract work in accordance with New Jersey state law, the Association shall have the right to present to the Employer other alternatives to subcontracting

bargaining unit work, including cost saving measures.

Article XIV: Safety and Protection of Employees

- I. The Employee upon discovering an unsafe or hazardous condition will immediately tell his/her supervisor. The Supervisor will determine and advise how the work can be performed safely.
- II. The Supervisor shall not direct any employee to work under unsafe or hazardous conditions.
- III. The Board shall provide legal assistance for any employee who is assaulted during the course of the performance of his/her lawful duties as an employee in the school district.
- IV. The Board agrees that an employee shall be entitled to full salary for up to one (1) year with no deduction for sick leave or personal leave in the event of absence caused by an assault upon the employee while in the performance of his/her lawful functions on behalf of the Board.
 - A. The extent and causation of such disability shall be verified by the Chief Medical Inspector of the Board.
- V. Absences due to injuries sustained by employees as the result of a student assault as well as all other work related absences, illnesses or injuries shall be governed by the provisions of N.J.S.A. 18A: 30-2.1.

- VI. Employees shall immediately report cases of assault suffered by them or by students to their principal or supervisor; a copy of such report shall be forwarded to the central administration office.
 - A. The reporting requirements for all incidents of assault, violence and vandalism shall be consistent with the New Jersey administrative code. The district is required to prepare forms which are completed by the employee and given to the principal. The principal is required to review the report for accuracy and notify the Chief School Administrator of the action taken as a result of the report.

Article XV: Notification to the Association

- I. Whenever any notice is required to be given by either parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by electronic communication or registered mail at the following addresses:
 - A. If by the Association to the Board at 500 North Broad Street, Elizabeth, New Jersey, 07208.
 - B. If by the Board to the Association at 717 Westfield Avenue, Elizabeth NJ, 07208.

- II. The Employer will notify the Association in writing of all promotions, demotions, permanent transfers, suspensions and discharges.
- III. The Employer will notify the Association in writing prior to any layoff.
- IV. The Employer will provide the Association with an updated list of covered employees showing name, address, classification and Social Security number.
- V. The Employer will notify the Association of additions and deletions to the payroll of covered employees as they occur.

Article XVI: Seniority

- I. Seniority shall mean a total of all periods of employment within classification covered by this agreement, except that an employee shall lose seniority rights for any one of the following reasons:
 - A. Voluntary resignation;
 - B. Discharge for just cause;
 - C. Failure to return to work within ten (10) working days after being recalled by registered or certified mail, unless due to actual illness or accident. The Employer may require proof of illness or accident; and
 - D. Continuous layoff beyond recall period or reemployment outlined in this Agreement.

- II. Seniority starts with the date of permanent appointment.
- III. Time for temporary leave of absence without pay in excess of thirty (30) days shall not be included in credited service time for the purpose of seniority.
- IV. Employees who achieve three (3) consecutive years of employment shall be appointed for an unfixed term and shall acquire tenure in accordance with N.J.S.A. 18A:17-3. This provision shall not be retroactive and shall not apply to bus attendants.
 - A. 18A:17-3. Tenure of janitorial employees. Every public school janitor of a school district shall, unless he is appointed for a fixed term, hold his office, position or employment under tenure during good behavior efficiency and shall not be dismissed or suspended or reduced in compensation, except as the result reduction of the number of janitors in the district made in accordance with the provisions of this title or for neglect, misbehavior or other offense and only in the manner prescribed by subarticle B of article chapter 6 of this title.

Article XVII: Layoffs And Recall

- I. The Employer may reduce the workforce. In such event, the following procedures shall apply:
- II. Custodians and Drivers
 - A. Employees shall be laid off in the order of least total employment seniority regardless of classification, provided the employee can qualify for open positions.
 1. For purposes of preserving jobs during layoff, the Employer shall guarantee at least one third ($\frac{1}{3}$) of the existing positions in all classifications, other than the Head Custodian classification, to be maintained as not requiring a firemen's license.
 - B. Notice of such layoff will be given at least one (1) month before the scheduled layoff.
 - C. A laid off employee shall have preference for reemployment for a period of life provided the recalled employee is mentally and physically able to perform the job. Employees hired after July 1, 2000 shall enjoy a maximum of five (5) years on a recall list. If an individual is recalled to employment at the Board and declines an offer of reemployment, said individual shall be removed from the recall list. A

dispute on the application of the layoff/recall provision shall be subject to expedited arbitration before a mutually selected arbitrator, and the arbitrator shall not have the authority to award back pay but shall be limited in authority to ordering a different employee to be recalled or placed on layoff.

1. Current custodians shall be grandfathered for a life recall provision.

D. The Employer shall rehire laid off employees in the order of greatest employment seniority provided the employee can qualify for the open positions.

1. Under no circumstances whatsoever shall the Employer hire from the open labor market while any employee has an unexpired term of preference for reemployment who is ready, willing, and able to be reemployed.

E. Notice of reemployment to any employee who has been laid off shall be made by registered or certified mail to the last known address of such employees.

III. Multi-Purpose Bus Attendant

A. Layoff: An employee with the least seniority in the classification of Multi-Purpose Bus Attendant shall be laid off before an employee with more seniority in that classification.

B. Recall:

1. Whenever vacancies occur which the Employer intends to fill, the Employer shall reemploy laid off employees in the order of the greatest seniority as a Multi-Purpose Bus Attendant, provided such employee is mentally and physically able to perform the job. Under no circumstances shall the Employer hire from the open labor market while any employee on layoff has seniority as bus attendant.
2. Notice of reemployment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.
 - a. A joint committee shall be formed to develop the RIF/Recall language for all employees agreed to in the previous settlement.

**Article XVIII: Vacancies, Transfers, and
Reassignments**

- I. The Superintendent shall electronically post all vacancies known to him/her. Copies of said notices shall be sent to the Association.
 - A. Posts shall state the name of the job classification, location of assignment and the requirements.
 - B. The Employer agrees to offer the opportunity to fill all job vacancies from within the bargaining unit before hiring new employees.
 - C. Where a job vacancy occurs, which vacancy is brought about as a result of a retirement, the notice of vacancy shall be posted thirty (30) calendar days prior to the date of retirement.
 - 1. Such posting of a notice shall be only required where notification of retirement to the Employer will allow sufficient time to the Employer to meet the posting requirements.
- II. Employees who desire a change in assignment may file a written statement of such desire with the Office of Human Resources.
 - A. When more than one (1) employee requests such a transfer, consideration for

the vacancy will be based on seniority. Nothing contained herein shall limit the rights reserved to the Employer under Article VI.

III. The successful bidder shall receive a trial period of thirty (30) work days on his/her new assignment.

A. Upon written notice to the employee and the Association, the employee shall be entitled to an additional trial period of thirty (30) work days.

B. Such employee shall be compensated at the rate of pay of his/her new classification.

1. The employee's new pay rate shall be the rate step within the new classification which is immediately higher than his/her old rate step.

2. Effective February 1, 1998 Post and Bid Procedures shall not move successful bidders into the multiple maximums (C, B or A).

Promotions that were effective prior to February 1, 1998 require movement into the multiple maximums (C, B or A) if the successful bidder was at the highest numbered step of his/her column at the time of promotion.

Instances where such guide movement did not occur shall be time barred from the grievance procedure as of July 1, 1999.

C. The Association and the employee shall be kept advised of the progress or lack of progress made in learning the new assignment.

1. If the employee fails to successfully meet these requirements within the probationary period, he/she shall be returned to his/her former classification and shall assume seniority and pay as though he/she had never left his/her old classification.

IV. An employee who transfers or is reassigned to a position of a different classification or category shall be given full credit for all his/ her prior employment for vacation accrual.

Article XIX: Job Classification Sheets

I. The Employer will prepare and make available to the Association Job Classification Sheets defining the principal functions of each job classification covered by this agreement and any classification coming under this agreement.

- II. At least thirty (30) days before putting a new classification into effect, the Employer shall give the Association a job classification sheet for discussion and for the purpose of negotiating a rate.
 1. The Association may recommend changes in the classification sheet but the Employer in no way is obligated to accept these recommendations.

Pending Arbitration

Article XX: Hours of Work (Except Bus Attendants)

- ~~I. The Employer agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday inclusive.~~
- ~~II. Schedules other than Monday through Friday may be established in "community schools," which are operated on a seven (7) day per week basis, at the regular wage rates. Prior to establishing these schedules, the Association and the Employer shall discuss these schedules.~~
- ~~III. The normal hours of work for employees are as follows:~~

Shift	Lunch
7:00 a.m. - 4:00 p.m.	(1 hour)
8:00 a.m. - 5:00 p.m.*	(1 hour)
8:00 a.m. - 4:30 p.m.	(1/2 hour)
9:00 a.m. - 6:00 p.m.	(1 hour)

9:30 a.m. - 6:30 p.m.	(1 hour)
11:00 a.m. - 8:00 p.m.**	(1 hour)
2:00 p.m. - 11:00 p.m.**	(1 hour)
11:00 p.m. - 7:00 a.m.***	(no lunch)

* Except Friday hours are 9:30 a.m. to 6:30 p.m.

** Extra hourly rate compensation to employees when these hours are worked as follows:

effective July 1, 2009-\$0.67

effective July 1, 2010-\$0.70

effective July 1, 2011-\$0.74

*** Extra hourly rate compensation to employees when these hours are worked as follows:

effective July 1, 2009-\$0.87

effective July 1, 2010-\$0.91

effective July 1, 2011-\$0.95

IV. The Employer agrees to guarantee an employee a minimum of one-half (½) hour lunch period whenever an employee is required to work fourteen (14) consecutive hours.

V. The Employer agrees to guarantee an employee a minimum of one-half (½) hour work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is required to remain at work beyond quitting time.

VI. The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8)

~~hours in a workday or forty (40) hours in a workweek.~~

- ~~VII. Multi-Purpose Bus Attendants shall work eight (8) hours per day. Employees shall report to their cafeteria assignment thirty (30) minutes after signing out at the bus lot after their morning run (15 minutes break and 15 minutes travel time). Employees shall be entitled to a thirty (30) minutes unpaid lunch period to be scheduled during the time they are assigned to a cafeteria (lunch time may be scheduled at the end of the cafeteria assignment). Employees shall report to their bus assignment for the afternoon thirty (30) minutes after signing out of the cafeteria (15 minutes break and 15 minutes travel time) unless they have not been given a lunch break and in that case they shall report to their bus assignment one (1) hour after signing out of the cafeteria (30 minutes unpaid lunch, 15 minutes break and 15 minutes travel time). Work hours shall be 7:30 a.m.-4:00 p.m. The work year of a multi-purpose bus attendant shall be a maximum of 180 days.~~

Article XXI: Rates of Pay

- I. The salaries of personnel covered by this Agreement will be adjusted as set forth in the attached schedules which are made a part of this Agreement to be payable on a pro rata basis in accordance with Article XXIV: Pay Day.

- A. Custodians who receive additional approved training will qualify for movement to the Laborer (L) /Store Keeper (SK)/ Acting Custodian (AC) guide. Details will be mutually developed by the Association and the Board.
- II. Eleven (11) month employees who are paid over twenty-four (24) salary pay periods and work less than the contractual eleven (11) months during the school year will have their salary payments recalculated over twenty-two (22) salary pay periods and adjusted for the actual number of days worked. Any excess payments previously received will be returned to the Board and future payments will be at the twenty-two (22) pay periods rate.
- III. Employees who reach their 15, 20, 25, 30 or 35 year of Elizabeth experience as of June 30 of each contract year shall receive an additional adjustment per employee. This additional adjustment shall be incorporated into each employee's base salary. Employees who work six and one-half (6 ½) hours per day or more shall receive the entire adjustment. Employees working fewer than six and one-half (6 ½) hours per day shall receive a prorated adjustment.

It is understood and agreed that July 1 of each succeeding year constitutes the anniversary

date when all future adjustments will be recognized in the following manner:

Years of Service	Longevity Adjustment
15	\$2,250
20	\$2,500
25	\$3,250
30	\$4,000
35	\$4,750

- IV. Educational Support Person (ESP) Career Academy
 - A. A committee comprised of members appointed by the Association President and the Superintendent shall meet to make recommendations to the Board for the purpose of establishing a system whereby ESP employees would be compensated for successfully completing Career Development Programs, Seminars and Workshops and College Credits through the NJEA ESP Career Academy.
- V. Custodians assigned to a school building with only one custodial position and with fewer than six hundred (600) students shall receive an annual stipend of \$1,000 in consideration for the additional workload.

Article XXII: Working at Different Rates (Except Bus Attendants)

- I. An employee assigned to a classification with a higher rate of pay shall be paid the following additional per diem compensation:

Effective July 1, 2022	
Fewer than four (4) hours per day	\$ 7.05
More than four (4) hours per day	\$14.96

Effective July 1, 2023	
Fewer than four (4) hours per day	\$7.33
More than four (4) hours per day	\$15.54

Effective July 1, 2024	
Fewer than four (4) hours per day	\$7.60
More than four (4) hours per day	\$16.13

II. **Pre-K: Runs**

- A. Whenever a bus driver on the Pre-K runs is absent for two (2) or more consecutive weeks, the driver shall be replaced by a driver from a regular run on a seniority basis with the most senior driver having the right of first refusal through the least senior driver on a rotating basis.
Compensation shall be per Article XXII.

Article XXIII: Premium Pay

- I. The Employer agrees to pay premium wages of one and one-half (1 ½) times the straight time hourly rate for:
 - A. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.
 - B. All hours spent in the service of the Employer prior to the scheduled starting time.
 - C. All hours spent in the service of the Employer following the scheduled quitting time.
 - D. All hours spent in the service of the Employer on any Saturday or Sunday.
 - E. All hours spent in the service of the Employer on any holiday in addition to eight (8) hours straight time holiday pay.
- II. Opportunity to earn premium pay shall be rotated with intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.
- III. During winter months, when employees are required to come in and heat the building, they shall be given at least three (3) hours of work.
- IV. When custodians, drivers, and/or utility workers are required to come in for weekend duties, they

shall be guaranteed no less than two (2) hours of premium pay upon arrival at the worksite.

- A. In the event that an assignment of overtime is canceled, the employee shall be notified no less than three hours prior to the scheduled time of arrival.
- V. In no event shall premium pay exceed ten (10) days upon the Declaration of a Governmental/ District Emergency.

Article XXIV: Pay Day

- I. Employees will be paid earnings by check bimonthly on the 15 and the last working day of the month.
- II. Employees will be paid during working hours.
- III. When payday falls on a holiday, then the preceding day will be payday.
- IV. The Employer shall have an optional summer payment plan.
- V. In accordance with P.L. 2013, C.28, direct deposit will be required for all employees' compensation.
 - A. Employee access to individual payroll information will be provided through the district payroll portal.

Article XXV: Holidays (Except Bus Attendants)

- I. Employer agrees to pay each employee eight (8) hours pay without working for each holiday.

- II. Holidays will coincide with days on which school and administrative offices are to be closed. These days are those listed in the school calendar adopted annually by the Employer.
- III. In the event that a holiday named in this agreement falls during an employee's vacation period, then such employee shall enjoy an additional day's vacation with pay.

Article XXVI: Vacations (Except Bus Attendants)

- I. Vacation entitlement shall be based on the employee's total employment seniority accrued to June 30.
- II. Vacation pay shall be based on forty (40) hours straight time pay for the employee's classifications.
- III. Employees are entitled to the following vacation days:
 - A. One (1) vacation day for each month worked during the fiscal year prior to July 1, but not to exceed seven (7) days;
 - B. Ten (10) days after the first complete fiscal year;
 - C. Twelve (12) days after five (5) years;
 - D. Fifteen (15) days after six (6) years;
 - E. Twenty (20) days after twelve (12) years;
 - F. Twenty-one days (21) after fifteen (15) years; and

- G. Twenty-two (22) days after eighteen (18) years.
- IV. Vacation schedules shall be posted by June 1 each year.
- V. Preference for selection shall be awarded to employees in the order of greater total employment seniority within each work group.
- VI. Vacation days shall be granted so that the employee is allotted the contractual number of days after having completed the requisite number of fiscal years.

Article XXVII: Sick Leave

- I. Employees shall be entitled to sick leave for which absence may be allowed without loss of salary to the extent and in the manner following:
 - A. Employees other than Bus Attendants
 - 1. Ten (10) days allowed per year during the first three (3) years of employment.
 - 2. Fourteen (14) days allowed per year during the fourth (4) and subsequent years of employment.
 - B. Bus Attendants
 - 1. Bus attendants shall be entitled to twelve (12) days annual sick leave per year.
 - C. All Employees Except as Noted

1. Unused sick leave days shall be accumulated in accordance with the law. Full salary shall be paid such accumulated days in case of absence due to prolonged illness or disability, when properly certified by an attending physician or physicians.
2. Physical examinations of the employee may be required subject to the prescriptions of N.J.S.A. 18A:16-2.
3. All employees upon resigning from the district for retirement from the pension fund shall be paid for unused sick leave as follows:

Rate per day		
Days	Custodians/ Drivers	Bus Attendants
16-50	\$25	\$25
51-100	\$35	\$30
101-150	\$45	\$40
151-200	\$60	\$50
201 and up	\$85	\$70

- D. Each rate per day shall be separate and distinct and apply to the total number of unused sick leave days as in the following examples:

1. A custodian/driver with forty-nine

(49) days shall receive one thousand two hundred twenty five dollars (\$1,225.00) ($49 \times \$25.00 = \$1,225.00$).

2. A custodian/driver with one hundred and forty-nine (149) days shall receive six thousand seven hundred and five dollars (\$6,705.00) ($149 \times \$45.00 = \$6,705.00$).

3. These examples by way of illustration also apply to the bus attendants who have a different rate per day.

4. An employee shall be given a tally of the number of sick days to which he or she may be entitled at the beginning of each school year.

V. Absence Procedure

A. All absentees shall sign statements giving the causes and dates of absences.

Absences and tardies shall be subject to the procedures set forth in Board Regulation 4151/4251.

B. Employees who have been out sick for three (3) or more consecutive days are required to present a medical certificate as to the nature of the illness and that they are physically able to return to their duties.

- C. Employees who have been out sick only the day before or the day after a school holiday shall not be required to present a physician's certificate provided that the school administrator shall determine the validity of such absence by their standards.
- VI. No employee will be paid at the beginning of any school year until that employee has reported for duty, except any person steadily employed or under tenure in the previous school year by the Board.
- VII. Except Bus Attendants
 - A. Notwithstanding any language to the contrary, whenever there exists an emergency snow closing of schools which occurs on the first day of absence of an employee due to illness, the Employer shall require a physician's certificate attesting to the employee's illness to be produced upon returning to work in order for the employee to receive sick pay allowance.
- VIII. Attendance Incentive Compensation:
 - A. Employees who are absent zero (0) days in a school year will receive compensation in the amount of one thousand dollars (\$1,000.00).
 - B. All employees who are absent from one (1) to three (3) days will receive three

hundred dollars (\$300.00) as compensation.

C. Absences for the following reasons will not be counted as part of attendance for this incentive compensation:

1. Military service
2. Jury duty
3. On the job injury
4. Bereavement leave
5. Vacation
6. Association business

VIII. Attendance Incentive

- A. This compensation shall be made on a pro rata monthly basis. For example, a ten (10) month employee hired October 1 shall receive nine-tenths ($\frac{9}{10}$) of the appropriate compensation. This formulation shall apply to eleven (11) and twelve (12) month employees as well.
- B. The compensation shall be awarded only to persons employed by the district as of February 1 of the relevant school year.

IX. Snow Removal

- A. When the Administration Building is closed for inclement weather, custodians reporting for work shall receive time and a half ($1\frac{1}{2}$) overtime pay. Other custodians will receive their regular day's pay.

- B. If the Administration Building is open, custodians of this unit shall be required to work without extra compensation due to inclement weather.
- C. At all times the head and acting head custodians shall be responsible for proper snow removal at their buildings.

Article XXVIII: Personal Business and Emergencies

- I. Employees may be permitted up to two (2) personal business days per year.
 - A. Personal business days are days that require the employee's absence for personal, legal, or family business which cannot be accomplished on other than school hours.
 - B. An employee who wants to use a personal day shall submit his/her request to the Director of your respective department.
 - 1. The request shall be submitted reasonably in advance of the date requested and shall include the reason why the personal day is needed.
 - C. Payment for an absence classified as "personal business" shall be subject to review and approval by the Director of your respective department, which shall not be unreasonably denied.

- D. If an emergency does not permit advance notice, the employee shall give notice of his/her absence in accordance with the district procedures and shall give the reason for the absence upon return to the district.
 - E. Any unused personal business days shall be accumulated as additional sick days.
- II. Employees shall be allowed not more than one (1) day with pay for serious illness of a member of an employee's family which requires the personal attention of the employee.
 - A. Serious illness of an employee's family member, which requires personal attention of the employee, shall not receive more than one (1) school day per year.
 - 1. This time shall convert to an accumulated sick day if unused.

Article XXIX: Health Care Insurance Program
(Employees Working Twenty (20) Hours Or More)

- I. Employees working twenty (20) hours or more per week and their dependents shall be covered with health care insurance provided by the School Employees Health Benefits Plan.
 - A. The Employer agrees to pay the full premium cost of these benefits.
 - B. The Employer reserves the right to change the insurance carrier provided and the

benefits are equal to or better than the benefits provided by the School Employees Health Benefits Plan.

C. Health Insurance waiver of two thousand dollars (\$2,000.00) annually per P. L. 2010 Chapter 2.

II. Employees working twenty (20) or more hours per week and their dependents shall be covered with a prescription plan. The selection of such plan is to be by mutual agreement between the parties, and the Employer agrees to pay the premium cost of the plan. The employee shall be responsible for the following co-payment:

A. Generic Drugs: \$3.00

B. Non-Generic: \$6.00

C. Mandatory Mail Order: \$0.00 (21 or more days supply)

D. An employee and his/her dependents must use mail order for a prescription supply of 21 days or more. There shall be no prescription premium cap.

III. Employees working twenty (20) hours or more per week and their dependents shall be covered by dental insurance.

A. This coverage shall be limited to those employees who have at least one (1) year or more of continuous service in the district.

- B. The Employer shall pay the premium cost of the dental plan, and there shall be no premium cap. The following deductibles shall apply:
 - 1. Single: \$30.00
 - 2. Family: \$90.00
- IV. The annual dental maximum shall be four thousand dollars (\$4,000.00).
- V. The Board shall provide for each employee working 20 or more hours per week a family vision care plan fully paid for by the Board.
 - A. Service frequency shall be:
 - 1. Examination: 12 months
 - 2. Lenses: 24 months
 - 3. Frames: 24 months
 - B. Copay amounts shall be \$10.00 for the examination and \$10.00 for materials.
- VI. In the event that there is a change in the law which either increases or decreases the Chapter 78 rates, the parties agree to renegotiate this provision.
- VII. Employees shall contribute an amount established by P.L. 2011, Chapter 78 or P.L. 2020 Chapter 44 as applicable towards the payment of health and prescription premiums.

Article XXX: Group Insurance And Pension

- I. Each employee shall be enrolled for all benefit entitlements provided within the Public Employee

Retirement System of the Teacher's Pension and Annuity Fund, whichever is applicable.

Article XXXI: Special Licenses (Except Bus Attendants)

- I. The Employer shall pay the fee for the grant of renewal of any special license which the employee is required by Law to have in the performance of the duties and responsibilities covered by his/her job classification.
- II. Custodians who are required to hold a Red and/ or Blue seal shall be compensated at a rate mutually developed by the Association and the Board.
- III. The salary adjustments referred to in B and C are in addition to the general and incremental increases referred to in Article XXI.

Article XXXII: Extended Leave

- I. No employee shall be granted a leave of absence until the employee has served three (3) calendar years from the date of annual appointment or become tenured except for employees requesting leave of absence for service in the military forces of the United States.
- II. Maternity Leave/ Bonding Time
 - A. The Board shall grant leave for maternity/ bonding time to an employee.
 1. The Board shall require a request for maternity leave to be submitted

in writing a minimum of ninety (90) calendar days prior the anticipated due date or the date the leave is to commence.

2. The Board shall grant leave for pregnancy/ bonding time to any employee wishing to return within a school year in which her leave commences. The child care portion of the leave shall be unpaid.
 3. For the period of disability related to the employee's pregnancy and childbirth, the employee may elect to use her accumulated sick leave and receive full pay and benefits. The period of disability shall be defined to be any period of time that the employee's doctor certifies subject to verification by a physician chosen by the district.
 4. An employee may return at the beginning of any of the two (2) school years following the year in which leave commences.
- B. The Board shall not remove any employee from her regular duties during her pregnancy during those months of her pregnancy which occur during the work/school year for which she has

contracted unless her performance has substantially declined or her health would be impaired if she were to continue in her employment.

C. The Board shall not bar any employee from returning to work after the birth of her child solely on the grounds of a prescribed lapse of time between birth and the desired return date.

D. Similar leaves of absence shall be granted to any employee at the inception of child custody or at the time of adoption.

III. The Board may grant a leave of absence for up to one (1) year without pay to a tenured employee, or other employee who has been continuously employed by the district for at least three (3) calendar years from the date of annual appointment, to care for a seriously ill member of his/her immediate family or for personal medical reasons or other reasons of a personal nature or good cause.

IV. All benefits to which an employee was entitled at the time his/her leave of absence commenced including unused accumulated sick leave shall be restored upon his/her return.

V. All extensions or renewals of leave shall be applied for in writing. Approval or rejection shall be given in writing.

Article XXXIII: Jury Duty and Bereavement Leave

I. Jury Duty

- A. An employee who is called to Jury Duty shall immediately notify the Employer.
- B. An employee who is excused from Jury Duty service on any day shall report for work on such day.
- C. An employee shall not be required to report back to work on any day he/she is in attendance at Court for Jury Duty service, regardless of the employee's shift.
- D. The Employer agrees to pay the employee an amount, in addition to Jury Duty Service Fees, sufficient to guarantee no loss in wages on account of such absence from work.

II. Bereavement Leave

- A. To be entitled to such leave, the death must occur within the employee's regular work year and the leave shall commence on the next regularly scheduled work day following the date of death.
 - 1. Exceptions to this rule are the Christmas/Easter recess. During these periods, these days shall count towards the allowed bereavement day to be taken during the work year in which the death occurred.

2. When exigent circumstances exist, a written request must be submitted to the Superintendent of Schools for review and approval.
 3. Upon Superintendent approval, a letter will be issued to the employee granting their request.
- B. Five (5) days of leave will be permitted for each death in the immediate family of an employee.
1. Immediate family is defined as spouse, parent, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, step-parents, and step-children.
- C. Three (3) days of leave shall be granted in the case of the death of grandparent or grandparent-in-law.
- D. Death of a near relative or close associate shall receive one (1) funeral day.

Article XXXIV: Military Service

- I. Employees enlisting or entering military or naval service of the United States of America, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the act.

- II. Upon return from military service leave, an employee shall resume all his/her former employment service credits together with such improvements as he/she would have gained had he/she not entered Military Service, so that in no event will his/her employment service credit status be less than that provided by applicable government laws and regulations.

Article XXXV: Uniforms

- I. The Employer shall provide uniforms at no cost to the employee.

Article XXXVI: Sanitary Conditions

- I. The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities.

Article XXXVII: Compensation Claims

- I. In the event that an employee is injured on the job, the Employer shall pay such employee his/her day's guarantee for that day lost because of such job injury.
- II. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his/her regular shift or overtime guarantee on that day.

- III. Any employee who has returned to his/her regular duties after such a compensable injury, who is required by the workman's compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours, shall receive his/her regular hourly rate of pay for such time.

Article XXXVIII: Separability and Savings

Clause

- I. If any article or Section of this Agreement or any Supplements or Riders thereto should be held invalid by operation of law or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of such Supplements or Riders thereto, or the applicable of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- II. In the event that any article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or the Association for the

purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restrain.

Article XXXIX: Bus Attendants

- I. Bus attendants shall be employed on a ten (10) month basis and shall be paid in twenty (20) equal semi-monthly payments. Those attendants employed on an eleven (11) month basis shall be paid in twenty-two (22) equal semi-monthly payments.
- II. When a payday falls on or during a school holiday, vacation or weekend bus attendants shall receive their paychecks on the last previous working day.
- III. Bus attendants shall receive their final checks on the last working day in June or July whichever is appropriate for their schedules.
- IV. No bus attendant shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, provided that such pins or other identification are reasonable in size and not disruptive to the workplace.
- V. A new full time position shall be created at eight (8) hours per day, with an additional one (1) hour lunch without pay, combining Bus Attendant/Food Service Worker. These employees shall work approximately 4.5 hours as Bus Attendants and 3.5 hours as Food Service

Workers. Current Bus Attendants shall have a choice as to whether they want to remain a Bus Attendant or be promoted to the eight hour position. Future new employees shall only be hired in the combined position.

- VI. Multipurpose bus aids may be directed by the administration to perform general office work or work assisting classroom teachers on a temporary, short term basis. They are not expected to assume the duties of these other positions or replace them.

Article XL: Evaluation

- I. There shall be two (2) annual written evaluations, once prior to December 1 and once prior to May 15, procedures for which are as follows:
 - A. The employee and the evaluator shall meet to discuss the employee's performance pursuant to Board Policy, 4216.
 - B. No later than ten (10) days after this meeting, the employee shall receive a review copy of the proposed written evaluation.
 - C. Within three (3) to five (5) working days after receipt of the review copy the employee and the evaluator shall meet in a conference to discuss the written evaluation.
 1. At this conference the evaluator shall explain the meaning of each

assessed criteria as well as any other narrative or data pertinent to the employee's evaluation.

2. The employee and the evaluator may mutually agree to make any changes in the written evaluation.
- D. The employee and the evaluator shall sign and date the final written evaluation.
1. The employee's signature only acknowledges that he or she has seen the final evaluation and has had an opportunity to discuss the contents.
 2. The employee shall receive a copy of the signed evaluation.
- E. An employee shall have a right to respond in writing to the evaluation within ten (10) working days after receiving a copy of the evaluation.
1. The written response shall be attached to the evaluation and made part of the employee's personnel file.

II. Custodians

- A. The building principal shall evaluate the custodians twice per year, once prior to December 1 and once prior to May 15.
1. The principal shall sign the evaluation.

2. The principal shall make any required recommendations as a result of the evaluation.
 - B. The principal shall tour the building twice per year to inspect the school immediately prior to the written evaluation.
- III. Warehouse Employees
- A. Policy for the purpose of evaluating the employees of the warehouse.
 1. Newly hired employees shall receive a copy and at least one (1) copy shall be available at the warehouse for review and consultation by the employees.
 2. Employees shall not be unreasonably denied subsequent copies for their own use at the Board's expense.

Article XLI: Duration of Agreement

This agreement shall be effective July 1, 2022, except as otherwise provided, and shall continue and remain in full force and effect from July 1, 2022 to and including June 30, 2025 when it shall expire. This agreement shall not be extended.

In witness whereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be affixed hereto, all on this day of March 21, 2023.