

MEMORANDUM OF AGREEMENT
Between
THE WEST WINDSOR-PLAINSBORO BOARD OF EDUCATION
And
THE WEST WINDSOR-PLAINSBORO SERVICE ASSOCIATION

The above noted parties, shall recommend the terms of this Memorandum of Agreement for a successor collective negotiation agreement, through their respective Negotiating Committees, to their respective members, and this memorandum shall be subject to ratification by both the full Board and the Association's general membership. The parties agree as follows:

1. The parties agree to a three (3) year agreement July 1, 2018 – June 30, 2021. Change all dates in the agreement as applicable.
2. All tentative agreements agreed to by the parties are attached hereto as Exhibit "A" and are incorporated hereto by reference.
3. Revise Article 3:6.1.a (Grievance Procedure) as follows:

The nature of the grievance including the specific contract provision claimed violated.

4. Amend Article 5:5.8 (Work Year/Work Week) as follows:

Whenever a member of the operations staff is required to perform such work as may require overtime, such overtime ~~shall~~ must be approved by the employee's Immediate Supervisor before the employee performs the work.

5. Amend Article 7:2 (Vacations), in relevant part, as follows:

After the first school year of employment, twelve-month employees will be credited on the first day actually worked on or after July 1 of each of the following school years with the following amount of annual vacation...

6. Amend Article 7:9 (Vacations) to state as follows:

Employees may carry over to the following school year up to ~~ten~~ fifteen (15) vacation days and floating holidays to be used the next school year. The combined total number of unused floating holidays and vacation days which an employee may carry over to the following school year shall not exceed ~~ten (10)~~ fifteen (15) at any time. All vacation carryover provided in this section is subject to N.J.S.A. 18A:30-9.1, or other prevailing law.

7. Amend Article 12:1 (Medical Benefits), in relevant part, as follows:

...all benefit coverage shall be subject to individual employee contributions at the rate required by law, which shall be in addition to any contribution as may be required by the terms of this Agreement. Employees commencing employment on or after July 1, 2018 and all current employees who are not eligible for medical insurance coverage prior to July 1, 2018 but become eligible thereafter, will be eligible for Board contribution to premium payment, as set forth in this article, for single coverage only for the first five (5) years of eligible employment. Such employees may pay the premium difference at the employee's sole expense for spouse or dependent coverage. Employees who are eligible for single only coverage for a total of five (5) years shall after such service be eligible for dependent coverage up to and including family coverage subject to the contributions set forth in law.

8. Amend Article 12:2 (Medical Benefits), in relevant part, as follows:

...However, the level of coverage, if changed, shall be subject to negotiations between the parties.

9. Amend Article 12:5 (Medical Benefits), in relevant part, as follows:

~~*Effective July 1, 2011, the prescription co-pays shall be \$10 (generic), \$20 (brand name) and two times the co-pay for the 90-day mail-order option....*~~

10. Amend Article 12:5 (Medical Benefits), in relevant part, as follows:

~~*Effective January 1, 2016, † The prescription co-pays shall be \$10 (generic), \$35 (brand name) \$50 for (non-preferred), and two times the co-pay for the 90-day mail order option (\$20 for generic, \$70 for preferred brand name and \$100 for non-preferred brand name drugs)...*~~

11. Amend Article 12:7 (b) (Medical Benefits) as follows:

An employee who waives coverage shall receive payment equal to 25% of the cost of the premium the Board would have paid had the employee not waived coverage, not to exceed \$53000 in a calendar year.

12. Amend Article 13:1.4 (Seniority) as follows:

In the event a vacancy occurs after a layoff, a laid off employee shall be entitled to recall in the order of seniority in classification for two (2) years after the effective date of the layoff.

13. Add a new Article 14:2 (Deductions from Salary) to state as follows:

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

14. Article 16:1 (Salaries): The Board proposes an increase to base salary, inclusive of increment and longevity as follows:

2018-2019—2.90%

2019-2020—2.90%

2020-2021—2.90%

15. Amend current Article 16:2 (Salaries) as follows:

...The Board shall act to withhold the increment for all employees by June 30th. Withholding of a salary raise and/or increment shall be subject to the grievance procedure and just cause standard.

16. Delete current Article 18:1.5 (Working Conditions) as follows:

~~*Drivers and bus aides will be paid one and one half time for hours worked on the holidays listed on the annual Holiday Schedule.*~~

17. Amend current Article 18:1.10 (Working Conditions), in relevant part, as follows:

Employees with the most seniority shall be given the opportunity to work the maximum number of hours per week. Senior Drivers shall be have the opportunity to turn down offered the maximum additional hours before they are offered to any other driver based on seniority.

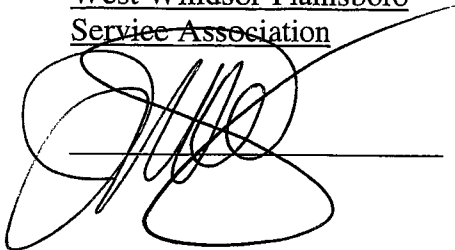
18. 21:5 With the exception of bus drivers, Association members (including bus mechanics) holding a CDL with passenger endorsement who transport students shall receive \$6800.

19. Salary guides to be mutually developed by the parties.

20. All other proposals not included in this Memorandum of Agreement shall be deemed withdrawn by the respective Party that made the proposal(s).

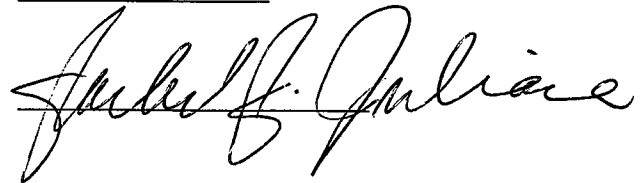
21. All terms and conditions of employment set forth in the current Collective Negotiations Agreement between the parties shall remain unchanged except as expressly modified by the Memorandum of Agreement.
22. Except where disclosure is required by law, the terms of this Memorandum of Agreement shall remain confidential until after ratification by the Association and approval by the Board.
23. The terms set forth in this Memorandum of Agreement are subject to approval by the West Windsor-Plainsboro Board of Education and ratification of West Windsor-Plainsboro Service Association.
24. If any terms or conditions set forth in this agreement are deemed unenforceable, the remaining terms of this agreement will be deemed severable and will remain in full force and effect

West Windsor-Plainsboro
Service Association



Dated: March 27, 2018

West Windsor-Plainsboro
Board of Education



Dated: March 27, 2018

TENTATIVE AGREEMENTS

(February 28, 2018)

1. Change all references to “bargaining” agreement to “negotiation” agreement.
2. Formatting to keep numbers consistent (i.e. *five (5) days or five days*).
3. The parties agree to a three (3) year agreement. Change all dates in the agreement as applicable.
4. Revise Article 1:1 (Recognition) as follows:

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all employees under contract ~~or on leave of absence now employed, or as hereafter may be employed~~ by the Board in the following job titles including:

*Bus Drivers, Van Drivers (if any), **Permanent** Substitute Drivers, 12 Month Custodians, 10 Month Custodians, Assistant Head Custodians, Maintenance Workers, Bus Mechanics, 12 Month Secretaries, 10 Month-Secretaries, Secretaries to Administrators, Instructional Assistants, Couriers, Cleaners and Lead Cleaners, Bus Aides, and Cafeteria/Playground Aides.*

But excluding: Assistant Transportation Coordinator, Transportation Coordinator, Secretary to the Superintendent, Secretary to the Assistant Superintendent, Secretary to the Board Secretary/Business Administrator and all other personnel.

5. Revise Article 2:1 (Negotiation Procedure), in relevant part, as follows:

*The parties agree to enter into collective negotiations over a successor agreement. Such **substantive** negotiations shall begin ~~not later~~ **after January 1st, but no later than February 1st, prior to the expiration of the collective negotiations agreement than the date provided by law.** ...*

6. Revise Article 3:2.1 (Grievance Procedure) as follows:

An Aggrieved person is the person or persons making the ~~claim~~ grievance.

7. Revise Article 3:6.1.a (Grievance Procedure) as follows:

*The nature of the grievance **including the specific contract provision claimed violated.***

8. Revise Article 3:8.1 (Grievance Procedure), in pertinent part, as follows:

*...The request shall be submitted in writing to the ~~chief school administrator~~ **Superintendent** who shall attach all related papers and forward the request to the Board...*

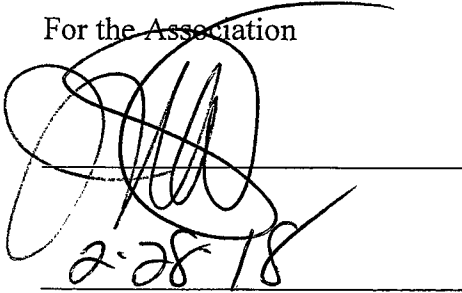
9. Revise Article 3:8.2 (Grievance Procedure), in pertinent part, as follows:
*...shall be **final and binding** and not grievable beyond this level.*
10. Revise Article 3:9.3 (Grievance Procedure), in pertinent part, as follows:
*..lThe ~~recommendation~~ **decision** of the arbitrator shall be **final and binding**...*
11. Amend Article 5:4.6 (Work Year/Work Week), in relevant part, as follows:
All employees, except for bus drivers, bus aides, cafeteria/playground aides and instructional assistants, shall be entitled to two (2) uninterrupted periods of 15 minutes each for the purpose of a 'coffee-break'...
12. Amend Article 5:4.7 (Work Year/Work Week), in relevant part, as follows:
*On student early release days, all ~~staff~~ **employees** (except bus drivers, bus aides and cafeteria/playground aides) are required to work a regular work day.*
13. Amend Article 5:5.6 (Work Year/Work Week), in relevant part, as follows:
*Authorized opportunity to earn ~~premium~~ **overtime** pay will be made available to Operations Staff on a rotating basis by seniority within each building or work site...*
14. Amend Article 8:2.1 (Protection of Employees), in relevant part, as follows:
*Employees who receive a promotion **within the negotiation unit** shall serve a sixty-calendar days probationary period...*
15. Amend Article 8:2.2 (Protection of Employees), in relevant part, as follows:
*...The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of an employee, or in the application or administration of this agreement on the basis of **race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual** ~~race, creed, color, religion, national origin, sex, or marital status~~.*
16. Amend Article 8:15 (Protection of Employees), in relevant part, as follows:
Bus drivers and bus aides shall be given access to a room at all times they are working or expected to work. This room shall contain a computer, printer, copier, refrigerator, stove, kitchen sink, water cooler, exhaust fan, cabinets, table, chairs, ~~pay~~ phones, two-way radio. ~~panic alarm bar~~, and a bathroom shall be accessible.

17. Amend Article 9:3 (Promotional Growth and Development), in relevant part, as follows:
- ... Courses must be approved in advance by the employee's immediate supervisor and the Superintendent or designee...*
18. Amend Article 12:3 (Medical Benefits), in relevant part, as follows:
- All full-time employees and their dependents and part-time employees who work a sufficient number of hours per week to ~~quality~~ **qualify** for coverage...*
19. Amend Article 12:3 (Medical Benefits), in relevant part, as follows:
- The waiver must be submitted prior to ~~May 1st~~ **October 15th**, and must be effective for the entire school year (July 1st – June 30th)...*
20. Amend current Article 15:2.6 (Maternity Leave), in relevant part, as follows:
- The Board shall not be required to extend the leave for non-tenured employees beyond the school year for which they were hired **except as required by applicable family leave laws** ...*
21. Amend Article 18:3.20 (Working Conditions), in pertinent part, as follows:
- Drivers shall receive meal money for assigned field or athletic trips as follows:*
- ~~Effective 7/1/04:~~*
- Lunch – \$7.00 for all athletic or field trips ~~which taking~~ **takes** over four (4) hours. ~~All athletic or field trips between any where~~ **two (2) hours of the four (4) hours which** fall between the hours of 11:00 a.m. and 2:00 p.m...*
22. Amend current Article 18:1.2 (Working Conditions) as follows:
- Contracted hours shall include one-half (1/2) hour for bus clean-up **per day, inclusive of** ~~for~~ regular runs and ~~one-half hour~~ for late runs.*
23. Amend Article 19:2 (Full Time Permanent Substitute Drivers) as follows:
- Trip List: Full-Time Substitutes with at least ~~one (1) year~~ **sixty (60) days** of experience shall be eligible for field trips and late runs as are full-time drivers.*
24. Amend current Article 21:5 (Miscellaneous) as follows:
- With the exception of bus drivers, Association members (including bus mechanics) holding a CDL with passenger endorsement who transport students shall receive **a \$600 stipend.***

25. Amend current Article 21:6 (Miscellaneous) as follows:

Association members, (including bus mechanics) who hold a CDL and move empty vehicles shall receive a \$300 stipend.

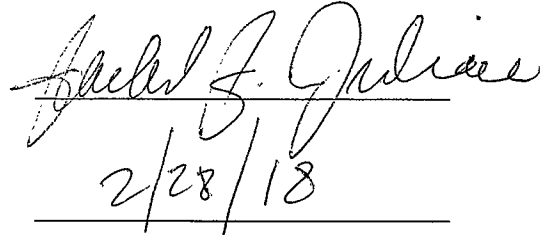
For the Association



A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a horizontal line. Below the line, the date "2-28-18" is written in black ink.

Dated:

For the Board



A handwritten signature in black ink, appearing to read "Richard J. Giuliano", positioned above a horizontal line. Below the line, the date "2/28/18" is written in black ink.

Dated: