

**2007-2010**

**AGREEMENT**

**FAIRVIEW EDUCATION ASSOCIATION  
(SUPPORTIVE STAFF UNIT)**

**AND**

**FAIRVIEW BOARD OF EDUCATION**

TABLE OF CONTENTS

<b>ARTICLE I</b>	<b>RECOGNITION</b>	<b>1</b>
<b>ARTICLE II</b>	<b>SUCCESSOR AGREEMENT</b>	<b>1</b>
<b>ARTICLE III</b>	<b>GRIEVANCE PROCEDURE</b>	<b>2</b>
<b>ARTICLE IV</b>	<b>EMPLOYEE RIGHTS</b>	<b>4</b>
<b>ARTICLE V</b>	<b>ASSOCIATION RIGHTS</b>	<b>5</b>
<b>ARTICLE VI</b>	<b>EMPLOYMENT PROCEDURES</b>	<b>5</b>
<b>ARTICLE VII</b>	<b>WORK YEAR</b>	<b>7</b>
<b>ARTICLE VIII</b>	<b>WORK SCHEDULE</b>	<b>9</b>
<b>ARTICLE IX</b>	<b>COMPENSATION</b>	<b>12</b>
<b>ARTICLE X</b>	<b>TEMPORARY LEAVES</b>	<b>15</b>
<b>ARTICLE XI</b>	<b>EXTENDED LEAVES</b>	<b>17</b>
<b>ARTICLE XII</b>	<b>PROTECTION OF EMPLOYEES</b>	<b>19</b>
<b>ARTICLE XIII</b>	<b>INSURANCE PROTECTION</b>	<b>20</b>
<b>ARTICLE XIV</b>	<b>MISCELLANEOUS PROVISIONS</b>	<b>21</b>
<b>ARTICLE XV</b>	<b>EMPLOYMENT NOTIFICATION</b>	<b>22</b>
<b>ARTICLE XVI</b>	<b>AGENCY SHOP</b>	<b>22</b>
<b>ARTICLE XVII</b>	<b>DURATION OF AGREEMENT</b>	<b>23</b>

## **ARTICLE I RECOGNITION**

### **A. UNIT**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment and grievances for all personnel regularly employed by them excluding: (A) teaching staff members, (B) confidential employees and (C) managerial employees.

### **B. DEFINITION OF EMPLOYEE**

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 references to male employees shall include female employees.

## **ARTICLE II SUCCESSOR AGREEMENT**

### **A. SUCCESSOR AGREEMENT**

The Board agrees to negotiate with the Association over a successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by the parties.

### **B. MODIFICATION**

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.

### **C. MAINTENANCE OF BENEFITS**

Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this agreement shall continue to be so applicable during the term of this agreement.

## **ARTICLE III GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

#### 1. Grievance

A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting an employee or a group of employees.

#### 2. Aggrieved Person

An "aggrieved person" is the person or persons on behalf of whom the Association is making the claim.

### **B. 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 through level one and confidential throughout the procedure.

### **C. TIME LIMITS**

The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may however be extended by mutual agreement in writing.

### **D. PROCEDURE**

Commencing at Level Two, grievances shall be filed on the grievance form, a copy of which is attached hereto. Persons filing a grievance shall submit copies of the grievance form to the Secretary of the Board and the officer designated by the Association (if filed by an individual employee) as well as the employee's immediate supervisor. If filed by the Association, the form shall be filed with the Secretary of the Board, the grievant's immediate supervisor and a copy provide to the grievant. Completion of the grievance form in its particulars shall be required prior to proceeding to each successive step of the grievance procedure.

## **1. LEVEL ONE PRINCIPAL OR IMMEDIATE SUPERVISOR**

Within twenty-five (25) calendar days of the occurrence of an event which gives rise to a grievance, an employee shall present his grievance at Level One. An employee with a grievance shall first discuss it with his principal or immediate supervisor, through the Association's designated representative, with the objective of resolving the matter informally.

## **2. LEVEL TWO SUPERINTENDENT/BOARD SECRETARY**

If the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) calendar days after the presentation of the grievance, the Association may refer it to the Superintendent of Schools or the Board Secretary as designated for that class of employees.

## **3. LEVEL THREE BOARD OF EDUCATION**

If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to the Superintendent or Board Secretary, it may refer the grievance to the Board of Education. The Board of Education may hold a hearing with the Association representative prior to rendering a decision.

## **4. LEVEL FOUR ARBITRATION**

- (a) If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within fifteen (15) calendar days after the grievance was delivered to the Board, it may within ten (10) calendar days after a decision by the Board or twenty (20) calendar days after the grievance was delivered to the Board, whichever is sooner, submit its grievance to arbitration, provided the subject matter of the grievance alleges a violation of the written terms of this Agreement.
- (b) The Association may request a list of arbitrators from the Public Employment Relations Commission (PERC). The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission.

- (c) The arbitrator so selected shall confer with the representatives of the Board and the

Association and hold a hearing promptly and shall issue his decision not later than twenty (20) days from the close of the hearing or , if oral hearings have been waived, then from the date the final statements and proofs on the issue have been submitted. The Arbitrator shall be without power to add to, subtract from or modify 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.

- (d) The cost of the services of the arbitrator, including per diem expenses, shall be paid by the Board and the Association equally. Any other expenses incurred shall be paid by the party incurring same.
- (e) Any aggrieved person shall be represented at all stages of the grievance procedure by a person selected or approved by the Association.

#### **ARTICLE IV EMPLOYEE RIGHTS**

##### **A. JUST CAUSE**

No employee shall be disciplined, reprimanded, reduced in rank, classification or compensation without just cause. Such actions shall conform to current Board policies #407 and 4070. Any dismissal may be considered disciplinary action and subject to the grievance procedure. However, if the employer moves to certify tenure charged, the provisions of Title 18:A shall supersede the terms of this section and any claims made pursuant thereto shall be heard before the Commissioner of Education.

##### **B. RIGHT TO REPRESENTATION**

Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for representative of the Association present to advise him and represent him during such meeting to interview.

#### **ARTICLE V ASSOCIATION RIGHTS**

### **A. TRANSACTING OFFICIAL BUSINESS**

Representatives of the Association shall be permitted to transact official business on school property when school is in session, upon notice to the building principal, provided that this shall not interfere or interrupt normal school operations.

### **B. USE OF SCHOOL BUILDINGS**

The Association and its representatives shall have the right to use school buildings for meetings upon notification to the building principal.

### **C. USE OF SCHOOL EQUIPMENT**

The Association will have the right to use school facilities and equipment when such equipment is not otherwise in use and be responsible for said equipment when in their use. The Association shall pay for the reasonable cost for all materials.

### **D. USE OF SCHOOL MAIL BOXES**

The Association shall have the right to use the inter-school mail facilities and school mail boxes to communicate with its members.

## **ARTICLE VI EMPLOYMENT PROCEDURES**

### **A. WORK ASSIGNMENT**

At no time shall the Board or an agent thereof, assign or direct any employee covered by this contract, to any other duties outside those appropriate to their position and consistent with their general job description except in cases of emergency.

### **B. PUPIL RESPONSIBILITY**

At no time shall an employee, except as germane to his employment or job classification, be required to supervise or be responsible for pupils at any work location except in the event of an emergency.

### **C. POSTING POSITIONS**

Except for mid-year vacancies, or when time does not permit, all vacancies or promotional opportunities shall be posted to allow bargaining unit members to apply and be interviewed for said positions before formal Board action said vacancies.

#### **D. LAYOFF/RECALL**

In the event of layoff, employees shall be released in reverse order of their seniority as Board employees in accordance with their job title. In the event of a subsequent vacancy, within twelve (12) months of said layoff, said individuals shall be recalled on the basis of their previous seniority with the Board. This article shall only apply to hourly employees who have completed one continuous year of employment with the Fairview School District.

#### **E. BOARD POLICY**

All Board policies affecting the terms and conditions of employment of non instructional employees shall be incorporated as part of this agreement except that where a difference shall exist between this Agreement and said policies, this Agreement shall be controlling.

#### **F. CUSTODIAL UNIFORMS**

Custodial personnel shall receive, within sixty (60) days of hiring and at the beginning of each successive year, two (2) work uniforms appropriate to the duties performed by said individuals. After a custodian has acquired four (4) uniforms, a pair of appropriate work shoes may be substituted for his annual uniform allowance. Additionally, each custodian shall be provided with an appropriate coat for working in cold weather.

#### **G. SEVERANCE PAY**

Any employee leaving the district after ten (10) or more years of service shall be compensated for his or her accumulated sick leave at the rate of Fifty dollars (\$50.00) a day to a maximum of two hundred (200) days for ten (10) month employees and two hundred forty (240) days for twelve (12) month employees. This benefit is in lieu of and supersedes policy #412 of the policy adopted by the Fairview Board of Education on 8/7/79. Hourly employee benefits under this section shall be prorated.

#### **H. IMMEDIATE SUPERVISOR**



For purpose of work assignment and day-to-day operations, the building principal shall be recognized as the immediate supervisor of all supportive staff personnel. The Board Secretary, however, may supersede the direction of the building principal. The Board will establish an organizational structure setting forth a chain of command.

**I. MILEAGE ALLOWANCE**

Any employee required to use his or her car in the performance of their duties shall be reimbursed at the rate approved by the Internal Revenue Service .

**J. STATE LICENSES**

As a condition of employment, custodians shall be required to hold a fireman's license and certain other state licenses. In the event the Board requires said licenses, the Board agrees to pay the necessary tuition and mileage for the employee involved.

**ARTICLE VII WORK YEAR**

Supportive staff personnel shall work a regular Monday through Friday work week except that they shall not be required to report for work on the following days:

July .....	(1).....	Independence Day
August .....	(1).....	Full Schedule
September .....	.....	Labor Day
October.....	.....	Columbus Day
November.....	(2).....	Election Day
.....	(3).....	NJEA Convention (Th-Fr)
.....	.....	Veteran's Day
.....	.....	Thanksgiving Day (Th- Fr)
December .....	(4).....	Christmas (12/24 thru 12/31)
January .....	.....	New Year's Day
.....	.....	Martin Luther Kings Birthday
February .....	(6)	
.....	.....	February Recess .....
.....	.....	.....

March ..... Full Schedule  
 April ..... Good Friday  
 .....(7)  
 (8).....Spring Recess  
 May ..... Memorial Day  
 June ..... Full Schedule

**SPECIAL PROVISIONS**

- (1) Ten month and hourly employees shall not be required to report for work in July or August except as individually contracted. All other contract provisions prevailing
- (2) Election Day will be a holiday for all personnel if school is closed for students; however, a custodian with a boiler operator's license shall be on duty on this day. It is understood that said custodian shall be paid by the Borough of Fairview.
- (3) NJEA Convention: employees shall not be required to report for work if school is closed for students. If school is open, employees need not attend provided fourteen (14) days advance written notice is given to the Board and written proof of attendance at the convention is supplied.
- (4) Custodians shall report for work December 27, through December 30 without additional compensation if within the normal work week. Secretaries may be required to report for work December 27th through December 30th without additional compensation if within the normal work week.
- (5) Secretaries and hourly employees shall not normally work during the February recess, if scheduled and the Easter/Spring recess, but may be required to work without additional compensation if needed. It is furthered understood that the February recess if schedule would be in lieu of Washington and Lincoln birthdays.
- (6) During the February recess, if scheduled, custodial staff members will be required to work two (2) days.
- (7) In the event the Board of Education shortens the Easter/Spring Recess to a period of less than five (5) working days, all full time employees (including ten month employees), shall receive additional Personal or Vacation days equal to the number of days by which the recess is reduced.
- (8) Custodial staff shall work a total of three (3) days during the Easter/Spring recess.

## **ARTICLE VIII WORK SCHEDULE**

### **A. WORK HOURS**

The work time required of the supportive staff shall be clearly specified to insure the smooth and regular operation of the Fairview School District

#### 1. Custodial Personnel

From September 1 to June 30, full time employment is eight (8) hours per day, five days per week plus one hour for lunch. Custodial/Maintenance staff shall ordinarily report for work when schools are closed for bad weather. Starting times shall be specified by the Board of Education. During the summer, full time employment shall be seven (7) hours per day consisting normally of 8:00 A.M. to 4:00 P.M. with one (1) hour for lunch.

#### 2. Secretarial Personnel

From September 1 to June 30, full time employment is seven (7) hours per day five days per week plus one hour for lunch. Secretarial/Clerical personnel shall not ordinarily report for work when schools are closed for bad weather. During the summer, full time employment shall be five (5) hours per day consisting of 9:00 A.M. to 3:00 P.M. with one (1) hour for lunch. During Christmas and Easter recess, secretarial/clerical personnel shall report to work only if called.

#### 3. Hourly Employees

All hourly employees shall work a minimum of one and one-half hours per day, with the exception of the lunchroom supervisor and assistant supervisor who shall work a minimum of three and one-half hours per day.

Between September 1 and June 30 of each school year, all regularly employed lunchroom personnel, shall work a minimum of one hundred and seventy-five (175) days, inclusive of sick days, personal leave days and other temporary leave. The one hundred and seventy-five (175) day guarantee shall not apply in the event of an extended school closing which is beyond the control of the Board. Additionally all regularly employed, hourly employees shall be paid at their regular rate of pay for three (3) holidays per year. Payment for said holidays shall be made as part of the regular December earnings.

#### 4. Night Shift

Night or evening shift work for custodians will be scheduled by the Board.

#### **B. CALL IN TIME**

Any employee required to report for work outside his/her regular hours shall be guaranteed a minimum of two (2) hours which shall be compensated at the overtime rate.

#### **C. OVERTIME**

- (1) Overtime shall be offered on a seniority basis. Overtime for full time custodians shall be offered by building to the person who has the most district wide seniority, stationed in the building. Said employees shall have the right to refuse overtime work. However, should all employees refuse a specific overtime assignment, the district may then require the qualified employee with the least seniority to perform the overtime work.
- (2) An employee shall be paid at the rate of one and one-half (1/2) times the regular hour pay for time worked in excess of forty (40) hours per week or eight (8) hours in one (1) day, except for call-in time for custodians which will be compensated in accordance with Paragraph B above. Time worked on a Sunday or Holiday shall be compensated at double the regular pay. For the purpose of determining overtime, the workweek shall begin on Monday and the following shall count as regular work days: (a) Holidays, (b) Sick Days, (c) Personal Days, (d) Vacation Days, and (e) Other approved Leave Days.

#### **D. VACATION SCHEDULE**

Employees working twelve (12) months shall be entitled to vacation time on the following basis:

- ((1) In order to be entitled to a vacation, a Board of Education employee must be employed for ninety (90) days prior to July 1.
- (2) After service of more than ninety (90) days and less than six (6) months by June 30, an employee shall be entitled to one (1) week of vacation.
- (3) After service of six (6) months to five (5) years by June 30, an employee shall be entitled to two (2) weeks vacation.
- (4) After five (5) years by June 30, three (3) weeks vacation.
- (5) After ten years of employment, an employee shall be entitled to four (4) weeks vacation.
- (6) Vacation time may be taken at any time with Board approval provided sufficient staff is available to run the schools. Employees with greater than two (2) weeks vacation are required to take the remaining time other than during July and August, unless approved by the Board.
- (7) Hourly employees are not eligible for vacation benefits. Ten month full time employees shall be entitled to three (3) days vacation after completing ten or more years of service.
- (8) Vacation time for secretaries who prior to June 30, 2004 had worked in the district on a ten month basis and have since become full time (twelve month) employees shall receive vacation commensurate with the years of service in the district.
- (9) Full time employees with a minimum of ten (10) years of service in the district may elect to be paid for up to one week of vacation per year.

## **E. HOLIDAY SCHEDULE**

The non-work days enumerated in Article VII, Work Year, shall be considered paid holidays. Hourly employees shall not be covered or compensated under this provision.

## **ARTICLE IX COMPENSATION**

### **A. COMPENSATION SCHEDULE**

The salary of each employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made part thereof.

### **B. PLACEMENT ON THE GUIDE**

Each employee shall be placed on his proper step of the appropriate salary schedule. Any employee employed as of the first working day in January and continuously employed through June 30 of that year shall receive full credit for one (1) year of service toward his next increment step on the salary guide.

### **C. METHOD OF PAYMENT**

#### (1) Twelve Month

Each employee on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

#### (2) Ten Month

Each employee covered on a ten (10) month basis shall be paid on twenty (20) semi-monthly installments.

#### (3) Alternate Pay Plan

Each employee may individually elect to have ten percent (10%) of his monthly salary deducted from his pay. These funds shall be placed in an interest bearing account in the employee's name at the Paragon Federal Credit Union.

#### (4) Exceptions

When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day except in cases of emergency. Said paychecks shall be dated for immediate cashing

#### **D. SPECIAL PROVISIONS**

- (1) The salaries listed for secretarial and custodial personnel are for full time twelve month employees. Part time employees will have the applicable guide figure pro-rated based on the time for which they are contracted.
- (2) Full time clerks shall be employed at the appropriate secretarial guide figure, minus \$1,000.00.
- (3) With the exception of a new Bookkeeper, all new employees are to begin on step one of the appropriate guide.
- (4) Custodial personnel who are assigned to the evening, or night shift, shall receive an additional \$1,512.00 (2007/2008), \$1,572.00 (2008/2009), \$1,635.00 (2009/2010), as part of their annual salary.
- (5) The Head Custodian shall receive an additional \$6,416.00 (2007/2008), \$6,673.00 (2008/2009), \$6,940.00 (2009/2010), as part of his/her annual salary.
- (6) During the tenure of Barbara Tomaras as head bookkeeper, the head bookkeeper shall receive an additional \$12,096.00 (2007/2008), \$12,580.00 (2008/2009), \$13,083.00 (2009/2010), as part of his/ her annual salary.
- (7) Full time employees shall receive longevity payments, based on their years of service in the Fairview School District as follows:
  - (a) From the beginning of their 14th year of service to the end of the 15th year of service 3% of their base salary.
  - (b) From the beginning of their 16th year of service to the end of the 20th year of service 4% of their base salary.
  - (c) From the beginning of their 21st year of service to the end of the 25th year of service 5% of their base salary.
  - (d) From the beginning of the 26th year of service to retirement 6% of their base salary.
- (8) The maintenance man/men shall receive an additional, \$5,000.00 (2009/2010) as part of his/their annual salary.

- (9) The Systems Administrator will receive a stipend of \$30,722.00 (2007/2008), \$31,951.00 (2008/2009), and \$33,229.00 (2009/2010).
- (10) The Payroll Director will receive a stipend of \$6,049.00 (2007/2008), \$6,291.00 (2008/2009) and \$6,543.00 (2009/2010) as part of his/her annual salary.
- (11) The Purchasing Secretary will receive a stipend of \$2,419.00 (2007/2008), \$2,516.00 (2008/2009) and \$2,617.00 (2009/2010) as part of his/her annual salary.
- (12) The Assistant Bookkeeper will receive a stipend of \$6,049.00 (2007/2008), \$6,291.00 (2008/2009), and \$6,543.00 (2009/2010) as part of his/her annual salary.
- (13) The position of lunchroom finance coordinator/coordinators shall receive a stipend of \$5,000 as part of his/their salary during the 2009/2010 school year.
- (14) The individual whose positions are not specifically mentioned in the salary guide section of the agreement are to receive a 4% increase in each of the three years of the contract.



**ARTICLE X TEMPORARY LEAVES OF ABSENCE**

Employees shall be entitled to the following temporary leaves of absence with full pay each year:

**A. SICK LEAVE**

All ten (10) month employees shall be entitled to eleven (11) sick leave days per year, and all twelve (12) month employees shall be entitled to twelve (12) sick leave days per year. These days shall be in addition to any accumulated sick leaves from previous years.

**PERSONAL LEAVE DAYS**

Employees are entitled to personal leave days which require absence during work hours. Said personal leave days shall be granted in accordance with the schedule listed below. Hourly employees shall be entitled to up to two (2) personal leave days in accordance with this provision. Application to the employee's principal or immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies). The applicant for such leave shall not be required to state the reason for taking it under this section. Two unused personal days per year may be converted to sick leave and become part of the employee's normal accumulation.

Beginning of 1st year through 3rd year in Fairview .....	1 day
Beginning of 4th year through 6th year in Fairview .....	2 days
Beginning of 7th year through 9th year in Fairview .....	3 days
Beginning of 10th year and thereafter in Fairview.....	4 days

### **C. JURY DUTY**

Employees shall be excused for up to ten (10) days for required attendance for jury duty. Employees must apply for exemption and be denied to qualify for leave. Additional days may be granted by the Board at its discretion.

### **D. BEREAVEMENT LEAVE**

Up to five (5) days at any time in the event of the death of an employee's spouse, child, parent, brother, sister or grandparents provided said days are taken at the time of the services or period of mourning contemporaneous with the death of the family member. Employees shall be granted up to three (3) days in the event of the death of a brother-in-law, sister-in-law, or any other member of the immediate household. Employees shall be granted one (1) day leave in the event of the death of an aunt or uncle. In the event of the death of an employee or student in the Fairview School District, the principal or immediate superior of said employee or student shall grant to an appropriate number of employees, sufficient time to attend the funeral.

### **E. MILITARY LEAVE**

Persons called to temporary active duty in the Armed Forces shall be granted leave, and be compensated in accordance with applicable law.

### **F. OTHER LEAVES**

Other leaves of absence may be granted by the Board.

**ARTICLE XI - EXTENDED LEAVES OF ABSENCE**

**A. MILITARY LEAVE**

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any employee who is so inducted or who enlists, to join him for the period of special training in preparation for duty overseas in combat zones. This provision shall not apply to hourly employees.

**B. MATERNITY/CHILD REARING LEAVE**

The Board of Education shall grant maternity/child rearing leave upon request subject to the following rules and regulations.

1. Maternity Leave

- (a) The leave shall commence on the date certified by the attending physician, and shall terminate with the last day of disability related to said pregnancy as certified by said physician.
- (b) A pregnant employee shall, at her option to be exercised in writing, be entitled to utilize her accumulated sick leave for her maternity leave commencing with the date she becomes disabled by reason of her pregnancy and terminating upon the date of exhaustion of her accumulated sick leave, or upon the date she is able or would be able to resume the performance of her duties, or upon the date of the termination of her employment, whichever of said mentioned dates shall occur soonest. The dates of commencement and termination of such pregnancy disability shall be determined by the written certification of her attending physician.
- (c) Any pregnant employee who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so . The period of such absence will be the same as for any other physical disability and she will be entitled to utilize her accumulated sick leave during the period of absence.

## 2. Child Rearing Leave

- (a) Under normal circumstances, the request for child rearing leave shall be made at least sixty (60) days prior to the expected birth of the child or the date necessary to receive custody of an adopted child.
- (b) The leave shall commence with the conclusion of the period of disability or the date the employee receives custody of an adopted child, whichever is applicable, and shall be granted, based on the employee's request for up to one (1) full year. An employee, upon request, may receive up to one (1) full year extension of said leave. The date of the employees return to work shall be set by the Board consistent with its needs.

## 3. Return From Leave

Any employee granted maternity/child rearing leave shall, at her request, be restored to the same job classification vacated at the commencement of said leave.

### **C. ILLNESS IN FAMILY**

A leave of absence without pay of up to one (1) year may be granted to any employee for the purpose of caring for a sick member of the employee's immediate family at the discretion of the Board. The employee may receive an additional one (1) year extension after the year in which the leave commences. This provision shall not apply to hourly employees.

### **D. POLITICAL LEAVE**

The Board shall grant a leave of absence without pay to any employee to campaign for himself, or serve in a public office. This provision shall not apply to hourly employees.

### **E. OTHER LEAVES**

Other leaves of absence without pay may be granted by the Board.

## **ARTICLE XII - PROTECTION OF EMPLOYEES**

### **A. HAZARDOUS CONDITIONS**

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks out of the ordinary course of their duties which endanger their health, safety or well-being.

### **B. REASONABLE FORCE**

In accordance with law, an employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, or to quell a disturbance threatening physical injury to others.

### **C. SAVE HARMLESS**

Whenever any civil action has been or shall be brought against an employee holding an office, position or employment under the jurisdiction of the Board of Education, for any act or omission arising out of duties as such office, position, employment, the Board shall defray all costs defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such from any financial loss resulting there from; and the Board may arrange for and maintain appropriate insurance to cover all such damage, losses and expenses.

### **D. LEGAL ASSISTANCE**

Should any criminal action be instituted against any employee for an act or omission, and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

### **E. ASSAULT AND TRESPASS**

The Board shall give full support including legal assistance to any employee who has been assaulted in the course of his duties. The Board, likewise, agrees to prosecute to the extent reasonably appropriate to the circumstances any person who unlawfully enters upon its premises or destroys its property and assaults any such employee.

### **F. DAMAGES PROPERTY**

The Board shall reimburse employees for damage or destruction of clothing, personal property or automobile used directly in the discharge for their duties provided said damage was not caused by their own negligence and not damaged or destroyed due to ordinary wear and tear, and further provided that said damages are not compensated by any form of insurance.

## **ARTICLE XIII - INSURANCE PROTECTION**

### **A. HEALTH CARE**

The Board shall provide the health care insurance protection provided by the New Jersey State Health Benefit Plan. The Board shall pay the full premium for each eligible employee and in cases where appropriate, the family plan coverage.

### **B. DENTAL CARE**

The Board shall also provide the dental care program administered by the New Jersey Dental Service Plan. The Board shall pay the full premium for each employee and in cases where appropriate, the family plan coverage for the term of this agreement. The maximum benefit per covered individual is to be \$1,500.00 per year. Beginning with the 1985/1986 school year, said plan shall be for the 80% payment schedule. Beginning in the 2004/2005 school year the board agrees to pay the additional premium to increase childhood orthodontics to a maximum of \$2,400.00 per child.

### **C. ELIGIBILITY**

Employees must work twenty (28) hours or more per week in order to be eligible for health and dental coverage.

#### **D. HEALTH CARE UPON RETIREMENT**

Effective July 1, 1991 the Board of Education agrees to provide health benefits, through the N.J. State Health Benefits Plan, to each retired employee who has completed twenty-five (25) years of service in the applicable state pension plan. The Board agrees to pay the full premium cost of said coverage for each eligible retired employee and spouse or family where applicable, for the life of said employee or spouse.

#### **E. DISABILITY INSURANCE REIMBURSEMENT**

The Board of Education agrees to reimburse any full time employee participating in a Board of Education approved or New Jersey Education Association sponsored, employee paid Disability Insurance Program. The maximum reimbursement not to exceed \$250.00 per year.

### **ARTICLE XIV - MISCELLANEOUS PROVISIONS**

#### **A. BOARD POLICY**

This agreement constitutes Board policy for the term of said Agreement.

#### **B. SEPARABILITY**

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

#### **C. INDIVIDUAL CONTRACTS**

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.

## **D. NOTICE**

Whenever notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram, in person, or by certified mail, return receipt requested letter at the following address:

(1) If by Association, to the Secretary to the Board at:

Lincoln School Annex  
130 Hamilton Avenue  
Fairview N. J. 07022

(2) If by Board to the Association, in care of its president at the appropriate school. The Association agrees to notify the Board in writing of the designated person and their address.

## **ARTICLE XV - EMPLOYMENT NOTIFICATION**

All part time support staff shall be notified by May 15, as to their employment status for the following year whenever possible. Said notification shall apply to employment status and not assignment.

## **ARTICLE XVI - AGENCY SHOP**

### **A. PAYROLL DEDUCTION**

Effective July 1 1988, and in accordance with Chapter 477, N.J. Public Laws, 1979, the Fairview Board of Education agrees to deduct from the salaries of the members of the bargaining unit the lawful dues chargeable by the Fairview Education Association and its affiliates. The amount so deducted shall be limited to a maximum of 85% of the annual dues certified by the Fairview Education Association to the Board's Secretary as the appropriate dues chargeable by said organization.

This provision shall not apply to members of the bargaining unit who have authorized payroll dues deductions to the Association in compliance with Chapter 233, N.J. Public Law of 1969, (NJSA 52:14-15.9e). The deduction of dues as described in this paragraph shall further be governed by the rules established by the New Jersey State Department of Education.



**B. INDEMNIFICATION AND SAVE HARMLESS**

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article provided that the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this article. The Association further agrees to indemnity and hold the Board 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 Board in conformance with this article.

**ARTICLE XVII - DURATION OF AGREEMENT**

This agreement shall be effective as July 1, 2007 and shall continue in effect until June 30, 2010 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This agreement shall not be extended orally.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective secretaries on the \_\_\_\_\_.

FAIRVIEW EDUCATION ASSOCIATION    FAIRVIEW BOARD OF EDUCATION

By \_\_\_\_\_  
Carol Ann Gratta, President  
Fairview Education Assoc.

By \_\_\_\_\_  
Mr. Martin Booth, President  
Fairview Board of Education

By \_\_\_\_\_  
Michael Porcelli, Vice President  
Fairview Education Assoc.

By \_\_\_\_\_  
Mr. Patrick Caufield, Board Secretary  
Fairview Board of Education

**SCHEDULE "A"**  
**SUPPORT STAFF GUIDES**  
**JULY 1, 2007 - JUNE 30, 2010**

**FAIRVIEW SUPPORT STAFF ASSOCIATION**  
**SECRETARIAL SALARY GUIDES**

	<b>2007/ 2008</b>		<b>2008/ 2009</b>		<b>2009/ 2010</b>
<b>1</b>	<b>31,115</b>	<b>1</b>	<b>31,737</b>	<b>1</b>	<b>32,372</b>
<b>2</b>	<b>31,725</b>	<b>2</b>	<b>32,360</b>	<b>2</b>	<b>33,006</b>
<b>3</b>	<b>32,342</b>	<b>3</b>	<b>32,994</b>	<b>3</b>	<b>33,654</b>
<b>4</b>	<b>33,127</b>	<b>4</b>	<b>33,635</b>	<b>4</b>	<b>34,313</b>
<b>5</b>	<b>33,770</b>	<b>5</b>	<b>34,452</b>	<b>5</b>	<b>34,980</b>
<b>6</b>	<b>34,364</b>	<b>6</b>	<b>35,121</b>	<b>6</b>	<b>35,830</b>
<b>7</b>	<b>34,956</b>	<b>7</b>	<b>35,739</b>	<b>7</b>	<b>36,526</b>
<b>8</b>	<b>35,552</b>	<b>8</b>	<b>36,354</b>	<b>8</b>	<b>37,169</b>
<b>9</b>	<b>36,471</b>	<b>9</b>	<b>36,974</b>	<b>9</b>	<b>37,808</b>
<b>10</b>	<b>37,543</b>	<b>10</b>	<b>37,930</b>	<b>10</b>	<b>38,453</b>
<b>11</b>	<b>38,461</b>	<b>11</b>	<b>39,045</b>	<b>11</b>	<b>39,447</b>
<b>12</b>	<b>39,532</b>	<b>12</b>	<b>39,999</b>	<b>12</b>	<b>40,607</b>
<b>13</b>	<b>40,603</b>	<b>13</b>	<b>41,113</b>	<b>13</b>	<b>41,599</b>
<b>14</b>	<b>41,566</b>	<b>14</b>	<b>42,227</b>	<b>14</b>	<b>42,758</b>
<b>15</b>	<b>42,748</b>	<b>15</b>	<b>43,229</b>	<b>15</b>	<b>43,916</b>

**JULY 1, 2007 – JUNE 30, 2010**  
**FAIRVIEW SUPPORT STAFF ASSOCIATION**  
**CUSTODIAL SALARY GUIDES**

	<b>2007/ 2008</b>		<b>2008/ 2009</b>		<b>2009/ 2010</b>
<b>1</b>	<b>33,120</b>	<b>1</b>	<b>33,785</b>	<b>1</b>	<b>34,460</b>
<b>2</b>	<b>33,768</b>	<b>2</b>	<b>34,445</b>	<b>2</b>	<b>35,136</b>
<b>3</b>	<b>34,402</b>	<b>3</b>	<b>35,118</b>	<b>3</b>	<b>35,825</b>
<b>4</b>	<b>35,038</b>	<b>4</b>	<b>35,778</b>	<b>4</b>	<b>36,523</b>
<b>5</b>	<b>35,714</b>	<b>5</b>	<b>36,440</b>	<b>5</b>	<b>37,209</b>
<b>6</b>	<b>36,405</b>	<b>6</b>	<b>37,143</b>	<b>6</b>	<b>37,898</b>
<b>7</b>	<b>37,288</b>	<b>7</b>	<b>37,861</b>	<b>7</b>	<b>38,628</b>
<b>8</b>	<b>37,963</b>	<b>8</b>	<b>38,780</b>	<b>8</b>	<b>39,375</b>
<b>9</b>	<b>38,911</b>	<b>9</b>	<b>39,482</b>	<b>9</b>	<b>40,331</b>
<b>10</b>	<b>39,859</b>	<b>10</b>	<b>40,467</b>	<b>10</b>	<b>41,061</b>
<b>11</b>	<b>40,737</b>	<b>11</b>	<b>41,453</b>	<b>11</b>	<b>42,086</b>
<b>12</b>	<b>41,756</b>	<b>12</b>	<b>42,366</b>	<b>12</b>	<b>43,111</b>
<b>13</b>	<b>42,703</b>	<b>13</b>	<b>43,426</b>	<b>13</b>	<b>44,061</b>
<b>14</b>	<b>43,518</b>	<b>14</b>	<b>44,411</b>	<b>14</b>	<b>45,163</b>
<b>15</b>	<b>44,558</b>	<b>15</b>	<b>45,258</b>	<b>15</b>	<b>46,187</b>

**JULY 1, 2007 – JUNE 30, 2010**  
**FAIRVIEW SUPPORT STAFF ASSOCIATION**  
**SALARY GUIDES FOR FULL TIME AIDES**

	<b>2007/ 2008</b>		<b>2008/ 2009</b>		<b>2009/ 2010</b>
<b>1</b>	<b>9.59</b>	<b>1</b>	<b>9.78</b>	<b>1</b>	<b>9.97</b>
<b>2</b>	<b>9.90</b>	<b>2</b>	<b>9.97</b>	<b>2</b>	<b>10.17</b>
<b>3</b>	<b>10.22</b>	<b>3</b>	<b>10.30</b>	<b>3</b>	<b>10.37</b>
<b>4</b>	<b>10.56</b>	<b>4</b>	<b>10.63</b>	<b>4</b>	<b>10.71</b>
<b>5</b>	<b>10.91</b>	<b>5</b>	<b>10.98</b>	<b>5</b>	<b>11.06</b>
<b>6</b>	<b>11.28</b>	<b>6</b>	<b>11.35</b>	<b>6</b>	<b>11.42</b>
<b>7</b>	<b>11.66</b>	<b>7</b>	<b>11.73</b>	<b>7</b>	<b>11.80</b>
<b>8</b>	<b>12.05</b>	<b>8</b>	<b>12.13</b>	<b>8</b>	<b>12.20</b>
<b>9</b>	<b>12.47</b>	<b>9</b>	<b>12.53</b>	<b>9</b>	<b>12.62</b>
<b>10</b>	<b>12.90</b>	<b>10</b>	<b>12.97</b>	<b>10</b>	<b>13.03</b>
<b>11</b>	<b>13.34</b>	<b>11</b>	<b>13.42</b>	<b>11</b>	<b>13.49</b>
<b>12</b>	<b>13.81</b>	<b>12</b>	<b>13.87</b>	<b>12</b>	<b>13.96</b>
<b>13</b>	<b>14.29</b>	<b>13</b>	<b>14.36</b>	<b>13</b>	<b>14.42</b>
<b>14</b>	<b>14.79</b>	<b>14</b>	<b>14.96</b>	<b>14</b>	<b>14.93</b>
<b>15</b>	<b>15.09</b>	<b>15</b>	<b>15.38</b>	<b>15</b>	<b>15.45</b>

**JULY 1, 2007 – JUNE 30, 2010**  
**FAIRVIEW SUPPORT STAFF ASSOCIATION**  
**SALARY GUIDES PART TIME AIDES/ SECURITY/**  
**VAN DRIVERS (ERRANDS)/ SUBSTITUTE SECRETARIES/CLERKS**

Step	2007/ 2008	Step	2008/ 2009	Step	2009/ 2010
1	7.59	1	7.90	1	8.22
2	7.90	2	8.22	2	8.56
3	8.22	3	8.56	3	8.91
4	8.56	4	8.91	4	9.28
5	8.91	5	9.28	5	9.66
6	9.28	6	9.66	6	10.05
7	9.66	7	10.05	7	10.47
8	10.05	8	10.47	8	10.90
9	10.47	9	10.90	9	11.34
10	10.90	10	11.34	10	11.81
11	11.34	11	11.81	11	12.29
12	11.81	12	12.29	12	12.79
13	12.29	13	12.79	13	13.30
14	12.79	14	13.30	14	13.83
15	13.30	15	13.83	15	14.38

Employees on this guide will move horizontally, remaining on the same step during the term of the contract. Individuals who were on Step 15 of the guide in 2003/2004, and have been receiving a \$600 allowance will continue to receive the \$600 allowance in each succeeding year of this agreement. Individuals who have been receiving \$500 per year will continue to receive the \$500 allowance in each succeeding year of this agreement.

**JULY 1, 2007 – JUNE 30, 2010**  
**FAIRVIEW SUPPORT STAFF ASSOCIATION**  
**SALARY GUIDES**  
**VAN DRIVERS (STUDENTS) SUB CALLER**

Step	2007/ 2008	Step	2008/ 2009	Step	2009/ 2010
1	9.75	1	10.15	1	10.57
2	10.15	2	10.57	2	11.00
3	10.57	3	11.00	3	11.45
4	11.00	4	11.45	4	11.92
5	11.45	5	11.92	5	12.41
6	11.92	6	12.41	6	12.92
7	12.41	7	12.92	7	13.45
8	12.92	8	13.45	8	14.00
9	13.45	9	14.00	9	14.58
10	14.00	10	14.58	10	15.18
11	14.58	11	15.18	11	15.80
12	15.18	12	15.80	12	16.45
13	15.80	13	16.45	13	17.11
14	16.45	14	17.11	14	17.79
15	17.11	15	17.79	15	18.50

Employees on this guide will move horizontally, remaining on the same step during the term of the contract. Individuals who were on step 15 of the guide in 2003/2004, and have been receiving a \$600 allowance will continue to receive that allowance in each of the succeeding years of this agreement. Individuals who have been receiving a \$500 allowance will continue to receive that allowance in each succeeding year of this agreement.

**FAIRVIEW SUPPORT STAFF ASSOCIATION**

<b>Step</b>	<b>2007/ 2008</b>	<b>Step</b>	<b>2008/ 2009</b>	<b>Step</b>	<b>2009/ 2010</b>
<b>1</b>		<b>1</b>		<b>1</b>	
<b>2</b>		<b>2</b>		<b>2</b>	
<b>3</b>		<b>3</b>		<b>3</b>	
<b>4</b>		<b>4</b>		<b>4</b>	
<b>5</b>		<b>5</b>		<b>5</b>	
<b>6</b>		<b>6</b>		<b>6</b>	
<b>7</b>		<b>7</b>		<b>7</b>	
<b>8</b>		<b>8</b>		<b>8</b>	
<b>9</b>		<b>9</b>		<b>9</b>	
<b>10</b>		<b>10</b>		<b>10</b>	
<b>11</b>		<b>11</b>		<b>11</b>	
<b>12</b>		<b>12</b>		<b>12</b>	
<b>13</b>		<b>13</b>		<b>13</b>	
<b>14</b>		<b>14</b>		<b>14</b>	
<b>15</b>		<b>15</b>		<b>15</b>	

**FAIRVIEW SUPPORT STAFF ASSOCIATION**

	<b>2007/ 2008</b>		<b>2008/ 2009</b>		<b>2009/ 2010</b>
<b>1</b>	<b>33,120</b>	<b>1</b>	<b>33,785</b>	<b>1</b>	<b>34,460</b>
<b>2</b>	<b>33,768</b>	<b>2</b>	<b>34,445</b>	<b>2</b>	<b>35,136</b>
<b>3</b>	<b>34,402</b>	<b>3</b>	<b>35,118</b>	<b>3</b>	<b>35,825</b>
<b>4</b>	<b>35,038</b>	<b>4</b>	<b>35,778</b>	<b>4</b>	<b>36,523</b>
<b>5</b>	<b>35,714</b>	<b>5</b>	<b>36,440</b>	<b>5</b>	<b>37,209</b>
<b>6</b>	<b>36,405</b>	<b>6</b>	<b>37,143</b>	<b>6</b>	<b>37,898</b>
<b>7</b>	<b>37,288</b>	<b>7</b>	<b>37,861</b>	<b>7</b>	<b>38,628</b>
<b>8</b>	<b>37,963</b>	<b>8</b>	<b>38,780</b>	<b>8</b>	<b>39,375</b>
<b>9</b>	<b>38,911</b>	<b>9</b>	<b>39,482</b>	<b>9</b>	<b>40,331</b>
<b>10</b>	<b>39,859</b>	<b>10</b>	<b>40,467</b>	<b>10</b>	<b>41,061</b>
<b>11</b>	<b>40,737</b>	<b>11</b>	<b>41,453</b>	<b>11</b>	<b>42,086</b>
<b>12</b>	<b>41,756</b>	<b>12</b>	<b>42,366</b>	<b>12</b>	<b>43,111</b>
<b>13</b>	<b>42,703</b>	<b>13</b>	<b>43,426</b>	<b>13</b>	<b>44,061</b>
<b>14</b>	<b>43,518</b>	<b>14</b>	<b>44,411</b>	<b>14</b>	<b>45,163</b>
<b>15</b>	<b>44,558</b>	<b>15</b>	<b>45,258</b>	<b>15</b>	<b>46,187</b>



