

**AGREEMENT**

**between the**

**PITTSGROVE OPERATIONS SUPPORT STAFF**

**and the**

**PITTSGROVE TOWNSHIP BOARD OF EDUCATION**

**July 1, 2005 to June 30, 2008**

**PREAMBLE**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Pittsgrove Township Board of Education, hereinafter called the "Board", and the Pittsgrove Township District Operation Support Staff Association, hereinafter called the "Association".

**ARTICLE I**

**RECOGNITION**

The Board recognizes the Association as the sole and exclusive employee representative for the negotiations unit defined as follows:

- Included:
- Attendance Officer
  - District Accountant
  - Chief of Maintenance
  - Supervisor of Custodial Services (effective 7/1/06)
  - Supervisor of Transportation
  - Technology Supervisor
  - Coordinator of Technology Training, SIS & Web Services
  - Chief of Security

## ARTICLE II

### WORKDAY

#### A. Attendance Officer

1. The workday for the Attendance Officer shall be six and one-half hours. Additional hours worked shall be compensated at straight time up to forty hours and time and a half for hours over forty.
2. If overtime pay exceeds the contracted base salary by at least ten percent (10%) for a prior six-month pay period, an appropriate adjustment will be made in pensionable base salary.

#### B. District Accountant

1. The workday for the employee shall be similar to other administrative personnel except that it is understood that the employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.
2. On evenings when the employee is required to stay for meetings or other activities beyond 7:00 p.m., the employee shall be entitled to reimbursement for meal expenses up to a maximum of \$15.00 per occurrence.
3. Additional compensation will be given when it is required to attend meetings in place of the Business Administer or at the request or approval of the Superintendent of Schools. Compensation for each meeting attended will be in the amount of \$85.00.
4. Flexible time will be allowed to compensate for additional hours worked. Flex time must be approved by the immediate supervisor.

#### C. Chief of Maintenance

1. The workday for the employee shall be similar to other administrative personnel except that it is understood that the employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks, when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

2. In the event of being called into the District to address a situation, the employee will be compensated for a minimum of two hours or time worked, whichever is greater, portal-to-portal.

3. Flexible time will be allowed to compensate for additional hours worked. Flex time must be approved by the immediate supervisor.

#### D. Supervisor of Custodial Services

1. The workday for the employee shall be similar to other administrative personnel except that it is understood that the employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks, when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

2. In the event of being called into the District to address a situation, the employee will be compensated for a minimum of three (3) hours or time worked, whichever is greater, portal-to-portal.

#### E. Supervisor of Transportation

1. The workday for the employee shall be similar to other administrative personnel except that it is understood that the employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

#### F. Technology Supervisor

1. The workday for the employee shall be similar to other administrative personnel except that it is understood that the employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

2. On evenings when the employee is required to stay for meetings or other activities beyond 7:00 p.m., the employee shall be entitled to reimbursement for meal expenses up to a maximum of \$15.00 per occurrence.

3. Flexible time will be allowed to compensate for additional hours worked. Flex time

must be approved by the immediate supervisor.

4. In the event of being called into the District to address a situation, the employee will be compensated for a minimum of two hours or time worked, whichever is greater, portal-to-portal.

#### G. Coordinator of Technology Training SIS & Web Services

1. The workday for the employee shall be similar to other administrative personnel except that it is understood that the employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

2. On evenings when the employee is required to stay for meetings or other activities beyond 7:00 p.m., the employee shall be entitled to reimbursement for meal expenses up to a maximum of \$15.00 per occurrence.

3. Flexible time will be allowed to compensate for additional hours worked. Flex time must be approved by the immediate supervisor.

4. In the event of being called into the District to address a situation, the employee will be compensated for a minimum of two hours or time worked, whichever is greater, portal-to-portal.

#### H. Chief of Security

1. The workday for the employee shall be similar to other administrative personnel except that it is understood that the employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.

2. On evenings when the employee is required to stay for meetings or other activities beyond 7:00 p.m., the employee shall be entitled to reimbursement for meal expenses up to a maximum of \$15.00 per occurrence.

3. Flexible time will be allowed to compensate for additional hours worked. Flex time must be approved by the immediate supervisor.

4. In the event of being called into the District to address a situation, the employee

will be compensated for a minimum of two hours or time worked, whichever is greater, portal-to-portal.

### **ARTICLE III**

#### **HOLIDAYS**

The employees shall be entitled to seventeen (17) paid holidays. The holidays shall include:

July 4th	Martin Luther King
Labor Day	President's Day (2)
Veteran's Day	Spring Recess (2)
Thanksgiving Day (2)	Memorial Day
Christmas (+1)	
New Years (+1)	

(Two days between Christmas and New Year's at Board Selection)

Holidays on Saturday/Sunday will be scheduled on a weekday. The Board will schedule the remaining holidays at the same time the calendar is adopted.

### **ARTICLE IV**

#### **VACATIONS**

A. Twelve (12) month employees shall be entitled to paid vacations. Vacation leave shall be earned during the year and shall be credited to each employee's account as of July 1.

B. After the initial six months of an employee's employment, all vacations for that employee will be calculated as if the employee began as of July 1st of the school year in which he/she was initially employed.

C. Employees shall earn vacation at the rate of one (1) day per full month worked.

D. Employees who have completed six months of employment shall earn vacation at the following rate:

6 months to 10 years	15 workdays
11 years	16 workdays
12 years	17 workdays
13 years	18 workdays
14 years	19 workdays
15 or more	20 workdays

E. After the first year of employment, employees who resign with at least two (2) weeks advance notice will be entitled to vacation pay as follows:

$$(\text{Months worked}/12) \times \text{Annual Vacation Days} = \text{Vacation Entitlement}$$

F. The Board may designate a district-wide summer and winter vacation period in the school calendar. Summer vacation days shall be designated not later than April 30th for the following July and August and not later than October 31 for the following December through February. Employees whose earned vacation days are less than the number of days designated by the Board shall have the option of either taking additional time off without pay or working provided work is available. Employees whose earned vacation days exceed the number of designated vacation days shall take the excess in accordance with Section 6 below.

G. Vacation schedules shall be subject to approval of the Superintendent of Schools.

H. The Pittsgrove Township Board of Education believes it is in the best interest of the employment to utilize vacation time as authorized. It also recognizes that at certain times this is not possible. In keeping with the philosophy, it shall be the policy of the Pittsgrove Township Board of Education that no employee may hold in reserve (banking) more than 35 days vacation time. Time in excess may be converted to sick time to be used in the retirement bonus calculation. Personnel may elect payment in lieu of vacation time reserved and current accrued upon termination of employment with Pittsgrove Township Schools. An employee may convert up to fifteen (15) days of unused vacation time at their per diem rate into a tax-sheltered annuity or non-pensionable salary. The employee must notify the payroll department, in writing, by May 1st of their intent to have the days rolled into the annuity or they automatically convert to sick time if unused at June 30th.

I. Retiring staff can sell back twenty (20) days for the last year, provided that the employee gives notice to the board by December 31<sup>st</sup> of the year preceding the final year. This shall be pensionable.

## **ARTICLE V**

### **BEREAVEMENT LEAVE**

A Death in the immediate family entitles an employee up to a maximum of four (4) school days leave of absence per death without loss of pay. "Immediate Family" shall mean an employee's spouse, child, grandchild, brother, sister, parent or surrogate parent, parent-in-law, grandparent, and/or legal guardian.

B. Proof of death may be required.

## **ARTICLE VI**

### **PERSONAL LEAVE**

A. Twelve (12) month employees shall be entitled to three (3) personal leave days per year. Ten (10) month employees shall be entitled to two (2) personal leave days per year. Applications for personal leave shall be submitted to the Superintendent or his designee five (5) days in advance. The five (5) day application requirement may be waived in cases of extreme emergency for which a stated reason must be given and may be approved by the Superintendent. Personal days will not be granted on days immediately preceding or immediately following holidays unless as part of forced vacation and at the approval of the Superintendent with a satisfactory reason.

B. Unused Personal days can be accumulated from year to year without limitation for the sole purpose of conversion to a retirement bonus as specified in Article VII E.

C. Employees who do not use personal days during the July 1 to June 30 or September 1 to June 30 work year, will be paid ninety (\$90.00) dollars for each unused personal leave day. Payment will be made in July for unused personal leave days. Personal days used for observance of religious holidays requiring abstaining from work will not be charged with day(s) of absence for payment purposes only.

## **ARTICLE VII**

### **SICK LEAVE**

A. Employees hired after the first working day of their work year shall earn one (1) sick day of leave per month of employment for the balance of the school year.

B. All employees shall be credited with the same number of days as there are months in their work year. These days shall be added to the employees sick leave account on the first workday of the employee's work year.

C. Sick leave shall be calculated on the basis of the employee's regularly scheduled workday.

D. Medical certification may be required for sick leave claimed in accordance with N.J.S.A. 18A: 30-4.

E. Employees who retire after ten (10) or more years of service in the school district shall receive a retirement bonus which shall be computed by multiplying one-half (1/2) of the number of unused sick and personal leave days accumulated by the employee times eighty (\$80.00) dollars per day with ninety (90) days notice.

F. Employees who retire after twenty (20) or more years of service in the school district shall receive a retirement bonus which shall be computed by multiplying three quarters (3/4) of the total number of unused sick and personal leave days accumulated by the employee times one hundred (\$100.00) dollars per day with ninety (90) days notice.

G. Employees may convert up to thirty (30) sick days yearly to a non-pensionable salary or annuity at the following rate:

after ten (10) years: 65% of \$120/day (\$78.00)

after twenty (20) years: 90% of \$140/day (\$126.00)

This benefit shall be capped at a maximum of \$10,000.00

## **ARTICLE VIII**

### **INSURANCE BENEFITS**

A. The Board shall provide medical "surgical" outpatient and Major Medical protection. The Board shall pay the full premium for each individual employee and his/her dependents where applicable if such employee so elects to take advantage of said health plan.

1) Employees hired on or after July 1, 1996 will be enrolled in the insurance carrier's Point of Service (POS).

2) Employees hired on or before June 30, 1996 will have the option of enrolling in either the Traditional or POS. Effective July 1, 1996 the indemnity insurance program major medical deductible will become two hundred (\$200.00) dollars per individual and four hundred (\$400.00) dollars per family per year.

B. For each ten (10) month employee who remains in the employ of the Board for the full school year, the Board shall make coverage for the full twelve (12) month period commencing July 1 and ending June 30.

C. The Board shall provide a dental insurance program including full family coverage where appropriate.

D. Payment in lieu of health benefits will be offered to full-time staff at the following rates:

Those eligible for single coverage will receive \$2,000.00

Those eligible for family coverage will receive \$4,000.00

Individuals will receive their reimbursements as taxable income. Payment in lieu of health benefits will cease if and when the Board of Education enters the New Jersey State Health Benefits Plan. This benefit will be paid two times per year, December 15<sup>th</sup> and June 15<sup>th</sup>.

E. Other Insurances:

The Board will reimburse each employee annually \$1,500.00 which can be used for personal and/or family medical, prescriptions, dental, life insurance premiums, disability coverage, optical expenses or annuity contribution. Such reimbursement will be paid two times per year, December 15<sup>th</sup> and June 15<sup>th</sup>.

## **ARTICLE IX**

### **PROFESSIONAL DEVELOPMENT AND ASSOCIATIONS**

A. The Board will pay the cost of tuition and fees included in connection with any courses, workshops, seminars or in-service training which an employee is required to take to maintain the proper licenses and memberships as warranted by the position or as required by the Superintendent of Schools.

B. The Board will pay dues, fees and licenses on behalf of employees as required by the position held as determined by the Superintendent of Schools.

C. Each employee may attend a regional and/or national conference approved by the Superintendent of Schools. Such requests shall be, made in writing to the Superintendent of Schools. The Board shall retain total discretion in reviewing such requests and in approving or disapproving such requests. Included in the Board's payment will be housing, transportation, food and registration fee. Receipts must accompany all expenses submitted.

D. Graduate/Undergraduate Courses - Tuition reimbursement for graduate and undergraduate courses shall be made to employees not to exceed the Rutgers out-of-state rate, provided employee earns a grade of B or better (if applicable). Employees shall be reimbursed for courses attended not to exceed a maximum of 12 credits per year. In the case of professional development, courses not following a credit system, reimbursement shall be made not to exceed the maximum of the equivalent of 12 credits per year at the Rutgers out-of-state rate. All courses/programs must be approved, in advance by the Superintendent of Schools.

## **ARTICLE X**

## **AUTOMOBILE EXPENSES**

A. The Board agrees to furnish to the Supervisor of Maintenance, in accordance with the travel required by this position, a vehicle for use, in all travel related to the fulfillment of the responsibilities of this position.

B. Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the current IRS reimbursement rate.

## **ARTICLE XI**

### **NEGOTIATION PROCEDURES**

1) The parties agree to enter into collective negotiations over a successor agreement in accordance with *NJSA 34: 13A et Seq.*, in good faith effort to reach agreement on all mandatory matters concerning the terms and conditions of employment of the Association personnel. Negotiations shall begin in a timely fashion.

2) Modification - Understanding of Parties

a) 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.

3) This agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008, subject to the Association's right to negotiate over a successor agreement, as provided herein.

## **ARTICLE XII**

### **EMPLOYEES RIGHTS**

1) The employees shall be afforded right and privileges in accordance with New Jersey law and case decisions.

## **ARTICLE XIII**

### **ASSOCIATION RIGHTS**

1) The Board agrees to furnish to the Association, through its representative, any public information that is requested, in accordance with Board policy.

2) The Association shall have the right to use the school facilities for meetings, provided the

facility is not already scheduled for use.

## **ARTICLE XIV**

### **GRIEVANCE PROCEDURES**

#### 1) Definition

A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the date when the grievant knew or should have known of its occurrence.

#### 2) Procedure

##### A. Conditions

i. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee grievant to proceed to the next step. Failure to advance a grievance within the specified time shall terminate the grievance. In an emergency situation, such as illness, vacation or death in the family, this time limit may be extended by mutual agreement between the parties involved.

ii. A grievance shall be initiated at the lowest level at which a decision can be made, except that no grievance may be initiated at a level higher than the Superintendent of Schools.

##### B. Level One

The employee grievant, no later than five (5) school days after the receipt of the informal decision of his/her principal or Supervisor may appeal the decision formally to the Superintendent. The appeal to the Superintendent must be made in writing. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the appeal.

##### C. Level Two

If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) school days after the receipt of the Superintendent's decision, may request a review by the Board of Education. Such request shall be submitted in writing. The Board or committee thereof shall review the grievance and shall render a decision, within twenty (20) calendar days.

## **ARTICLE XV**

### **EVALUATIONS**

#### 1) Copies of Reports

Each unit employee shall sign all copies of each evaluation attesting to the fact that the contents of the evaluation are known to him/her. Further, each unit employee shall receive a copy of the written evaluation.

**ARTICLE XVI**

**FILE PROCEDURE**

- 1) The employee shall have the right to respond to anything going into the personnel file.
- 2) The employee's signature shall be evidence only that the document has been seen, not that he/she agrees herewith.

**ARTICLE XVII**

**SALARIES**

Salaries shall be increased at a rate of 4.25% in 2005-06, 4.25% in 2006-07 and 4.25% in 2007-08.

Position	2005-2006	2006-2007	2007-2008
Attendance Officer	\$18,305	\$19,083	\$19,894
Chief of Maintenance	\$74,315	\$77,473	\$80,766
Supervisor of Custodial Services	NA	\$45,981	\$47,935
Supervisor of Transportation	\$45,016	\$46,929	\$48,923
Technology Supervisor	\$73,540		

\$76,665			
\$79,923			
Chief of Security	\$45,981 effective 5/1/06	\$47,935 \$49,972	
Technology Coordinator	\$62,000	\$64,635	\$67,382

For the Pittsgrove Township Board of Education

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

For the Pittsgrove Township District Operation Support Staff Association

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

2/24/06

**Revised: 3/30/06**