

**AGREEMENT**

**Between the**

**BOARD OF EDUCATION OF SOUTH PLAINFIELD, NEW JERSEY**

**And**

**SOUTH PLAINFIELD SMALL VAN DRIVERS ASSOCIATION**

**\* \* \* \* \***

July 1, 2004 through June 30, 2007



SOUTH PLAINFIELD BOARD OF EDUCATION

Mr. Pio Pennisi, President  
Mr. Steven Bohn, Vice President  
Mrs. Terry Alexa  
Mr. Michael English  
Mr. Patrick Kelly  
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Mr. Michael English  
Mr. Ken LaFreniere  
Mr. Pio Pennisi

ADMINISTRATIVE STAFF

Dr. Robert J. Rosado, Superintendent  
Mr. Anthony F. Massaro, Assistant Superintendent  
Dr. Edward F. Izbicki, Sr., Business Administrator/Board Secretary

Telephone: 908-754-4620

SOUTH PLAINFIELD SMALL VAN DRIVERS ASSOCIATION

Janice Ebel, President

Veronica Lowich, Vice President

Lois Scalingi, Secretary

Deborah Thomas, Treasurer

NEGOTIATING COMMITTEE

Janice Ebel  
Veronica Lowich  
Lois Scalingi  
Joanne Okoszko

PREAMBLE

THIS AGREEMENT is entered into this 2<sup>nd</sup> day of July 2004, by and between the BOARD OF EDUCATION OF SOUTH PLAINFIELD, NEW JERSEY, hereinafter called the "Board", and the SOUTH PLAINFIELD SMALL VAN DRIVERS ASSOCIATION, hereinafter called the "Association".

## ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Association as the majority representative and thereby as the exclusive representation for collective negotiations concerning the terms and conditions as permitted by law of small van drivers employed by the Board on a regular basis, but excluding substitute drivers and all other employees.
- B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as above defined, and reference to male employees shall also include female employees where the text herein so requires.

## ARTICLE II

### NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. Negotiation of a successor agreement shall commence no later than the date established by the regulations of the Public Employment Commission. The Association agrees to present to the Board its proposals for the successor agreement a reasonable time prior thereto.
- B. Any agreement negotiated shall apply to all members of the negotiating unit, shall be reduced to writing and, if approved by the parties, shall be signed by them.
- C. The Board agrees that subject to any determinations by P.E.R.C. as to representation of the employees in the unit it will not negotiate terms and conditions of employment relating to such employees with any organization other than the Association, for the duration of the Agreement.

## ARTICLE III

### EMPLOYEES' RIGHTS

- A. Nothing contained herein shall be interpreted as being intended to deny or restrict to any employee such rights as he may have under the New Jersey Laws or other applicable laws and regulations.
- B. Only those unit members who are employed for twenty (20) or more hours per week shall be entitled to those benefits contained in Articles XI, XII, XIII, XIV and XV. All ten (10) month and twelve (12) month full time employees will be guaranteed four (4) hours a day, twenty (20) hours a week.
- C. Subject to the provisions of Article IV, the Board of Education agrees that unit members

shall not be suspended or dismissed for conduct relating to job performance and responsibility without just cause.

- D. The Association shall have access to copying machines in the Administration Building with permission of their immediate supervisor. Cost of copies shall be borne by the Association.
- E. One room will be designated as the lounge area for van drivers each year, if available.

#### ARTICLE IV

#### BOARD'S RIGHTS

- A. The Board of Education, subject only to the express provisions of this Agreement reserves to itself all rights of management of the School District and full jurisdiction and authority over matters of policy, rules, regulations and practices in furtherance thereof and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and laws of the State of New Jersey and of the United States.

By way of illustration and not by way of limitation of the rights reserved to the Board, are the rights:

1. To direct employees of the School district;
  2. To hire, assign, promote, transfer and retain employees covered by this Agreement within the School District, or to suspend, and to demote, discharge, or take other disciplinary action against employees;
  3. To relieve employees from duties because of lack of work or other legitimate reasons;
  4. To maintain the thoroughness and efficiency of the School District operations entrusted to it;
  5. To determine the methods, means, and personnel by which such operations are to be conducted and to subcontract for goods and services;
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6. To take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### I. DEFINITIONS:

- A. Employer - The Board of Education of South Plainfield Public Schools, South Plainfield, New Jersey.
- B. Employee - School employee who is presenting grievance.
- C. Grievance - Any claimed violation of the existing Agreement.
- D. Supervisor - Person on a higher level of authority who assigns and supervises the employee who is presenting the grievance.
- E. Next Level of Supervision or Supervisor's Superior - Business Administrator.

#### II. PROCEDURE

##### A. Step 1 - Oral Grievance to Immediate Supervisor

- 1. The employee shall present his/her grievance orally to his/her immediate supervisor.
- 2. The immediate supervisor shall discuss the grievance with the employee, or make any necessary investigation or consultations on an informal basis.
- 3. Within five (5) working days after presentation of grievance, the immediate supervisor shall make his/her decision and communicate the same to the employee in writing.

##### B. Step 2 - Written Grievance to Immediate Supervisor, Employee Representative, and Next Level of Supervision

- 1. If the employee is not satisfied with the decision by his/her immediate supervisor, he/she may, within the following five (5) working days, request a review and a determination of his/her grievance in writing to the next level of supervision. The written request for review shall specify: the facts constituting the grievance; the nature and extent of any injury, loss or inconvenience claimed; the specific clauses in the Agreement which are claimed to be involved; the results of previous discussions; the dissatisfaction with any decision previously rendered.
- 2. The supervisor's superior may, or at the request of the employee shall, hold a hearing within five (5) working days after receiving the written request for review. The employee may appear at the hearing and present oral statements or arguments.
- 3. Within five (5) working days after the close of hearing or within ten (10) working days after grievance has been submitted to him/her if there be no hearing, the

supervisor's superior shall make his/her decision and communicate same to employee in writing.

C. Step 3 - Hearing with Superintendent

1. If the employee is not satisfied with the Step 2 decision, he/she may request review and a determination of his/her grievance in writing of the Superintendent. Such written request for review shall be delivered to the Superintendent no later than five (5) school days after receipt of the Step 2 decision. The written request for review shall contain the material set forth in the Step 2 written request for review and shall, in addition, specify the dissatisfaction with the Step 2 decision. The Superintendent may, or at the request of the employee shall, hold a hearing within ten (10) working days after receiving the written request for a review. The employee may appear at the hearing and present oral statements or arguments. The Superintendent will make his/her decision and communicate it to the employee in writing within ten (10) working days after the hearing, or receipt of the request for review, whichever date is later. The issues presented to the Superintendent at the hearing will be limited to those set forth in the request for review made at Step 2.

D. Step 4 - Written Grievance to Board of Education

1. If the employee rejects the decision at Step 3, he/she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) school days to the Board of Education.
2. The Board of Education will render a decision within thirty-five (35) working days from the receipt of all information and notify the employee of such decision.

E. Limitations as to Step 4 Grievance

1. No claim by an employee shall constitute a grievable matter beyond Step 3 or be processed beyond Step 3 if it pertains to:
  - (a) Any matter for which a procedure for review is prescribed by law.
  - (b) Any rule or regulation of the State Commissioner of Education.
  - (c) Any existing by-law of the Board.

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F. Step 5 - Binding Arbitration

1. If the employee does not accept the disposition of his/her grievance at Step 4 and wishes review by a third party and the claim pertains exclusively to violation of any provisions of this Agreement, he/she shall notify the Board through the Superintendent within five (5) school days of the receipt of the Board's decision. An employee, in order to process his/her grievance beyond Step 5, must have his/her request for such action accompanied by the written recommendation for such action by the Association.



2. In order to secure the services of an arbitrator, a request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of the Public Employment Commission in the selection of an arbitrator.
3. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act by the Board prohibited by or violative of any law, or which is violative of the terms of this Agreement. As his power is limited to matters involving the application of the terms of this Agreement, grievances must be resolved within the terms of this Agreement and the arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or to establish or change any wage rate. The arbitrator shall not, in any case, have power to rule on any issue or dispute which is within the coverage of Paragraph E above, or which is not a grievable matter under this Article V or is so specified under the provisions of this Agreement or any decision provided by this Agreement to be made in the discretion of the Superintendent or the Board. The decision of the arbitrator shall be final and binding on all parties.
4. Each party will bear the total cost incurred by it. The fees and expenses of the arbitrator are the only costs, which shall be shared by the two parties, and they shall be shared equally.

G. Miscellaneous

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
  2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. 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 the grievance.
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3. It is understood that employees 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 fully determined.
  4. The employee shall have the right to present his/her grievance through a representative of his/her own choosing; provided, however, the Association has the right to be present and state its position in writing at all hearings with the unit employee and employer at Step 2 and above.

## ARTICLE VI

### SENIORITY AND JOB SECURITY

- A. Seniority under this Agreement shall mean service by appointed employee in the School District in which acting as regularly employed small van drivers.
- B. Employees affected will be given four (4) weeks notice of layoff caused by staff reduction.
- C. Employees will be laid off according to inverse order of seniority.
- D. Employees will be rehired in the order of their seniority.
- E.
  - 1. Prior to utilizing an outside contractor to perform routes that could be performed by unit members, the Board agrees to meet with the Association leadership to discuss the decision and to consider the Association's input concerning whether such work could be performed by unit members.
  - 2. Should drivers be needed during their employment hours to perform additional tasks, said tasks will be done without additional compensation. Additional assignments shall be compensated and be awarded by seniority. Every effort shall be made to increase an existing driver's employment hours up to eight (8) hours per day before seeking an alternative means of fulfilling the need. The rationale for any adverse decision shall be disclosed to the Association.
  - 3. The Association recognizes, however, that the Board retains the ultimate authority to determine whether the work will be performed by the outside contractor or unit members.
- F. Employees will give the Board two weeks written notice of voluntary separation of employment. The Board will give an employee two weeks written notice in the event of termination of employment for cause.

## ARTICLE VII

### WORK DAY

- A. The workday shall consist of those hours as determined by the Board.
- B. Any employee called in to work outside the regularly scheduled hours will be guaranteed a minimum of two (2) hours call-in time. This provision is applicable only when an employee has completed the daily run and has already returned home, and is not applicable in the event of additionally assigned work immediately adjacent to and either before or after the normal work day. Employees called in to work before their regular workday commences and who work into their regular workday or who are required to stay after their regular workday ends shall not be entitled to receive any minimum call-in time. To the extent possible, drivers will be furnished a schedule, subject to revisions necessary due to changed circumstances.
- C. Time and one-half (1-1/2) shall be paid after forty (40) hours are worked in any week.

- D. Employees will be entitled to a daily twenty (20) minute coffee break to be scheduled by the bus transportation supervisor. It is expressly understood that the coffee break will be scheduled so as not to interfere with any duties, including driving or delivery duties.
- E. Van Drivers will be guaranteed one and a half (1 ½) days for test runs with pay prior to the opening of school in September.
- F. Unit members shall be entitled to one and a half (1 ½) professional (in-service) days in each year of the agreement, which will be indicated on the approved school calendar.

## ARTICLE VIII

### METHOD OF PAYMENT

- A. Payment shall be made based upon the number of hours worked up to the cutoff period for submission of payroll sheets to the Payroll Department.

## ARTICLE IX

### PERSONNEL RECORDS

- A. The employee shall have the right, upon reasonable request and notice, to review the contents of his/her personnel file in the Personnel Office.
- B. The employee shall be entitled to have a representative of the Association accompany him/her during such review.
- C. Employees will have the right to review and respond to all materials placed in their personnel files.

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## ARTICLE X

### SICK LEAVE

- A. All twelve (12) month employees shall be entitled to twelve (12) cumulative sick leave days each year and all ten (10) month employees shall be entitled to ten (10) cumulative sick leave days each year, as of the first official day of the school year, provided the employee has reported for work and is fit for work as of the first official work day. An employee hired after the start of the school year shall be entitled to a prorated share of the aforementioned cumulative sick leave days for that initial year of employment.
- B. Notwithstanding the provisions of Paragraph A above, if the employee resigns during the school year, his/her sick leave days for that year shall be calculated at one (1) day for each full month's service in the school year of resignation.
- C. Upon qualified P.E.R.S. retirement during the life of this Agreement a full-time Van Driver shall be entitled to a payment for accumulated sick leave on the basis of twenty (\$20.00) dollars per day so accumulated.
- D. Upon termination of employment a Van Driver shall be entitled to eleven dollars (\$11.00) per day for each accumulated sick day. Such accumulated sick day payment shall be forfeited in the event of termination of employment for cause.

## ARTICLE XI

### TEMPORARY LEAVES OF ABSENCE

- A. Effective July 1, 1998 all unit employees shall be entitled to a total of four (4) days personal leaves of absence with pay per year. The employee shall not be required to state the reason for taking such leave other than that it is being taken under this section (See Schedule A). Personal days may only be used when school is in session. Any unused personal days will convert to sick days the following year and be added to accumulated sick leave.

Any temporary personal day request is subject to the following conditions:

- (a) At least three (3) school days notice shall be given in requesting a personal day. Lacking such notice the absence will be considered unauthorized and the employee's pay will be deducted at the daily rate. Deduction of salary may be waived in cases of emergency.
  - (b) Personal day will not be granted the day immediately preceding or following a vacation, except in case of emergency approved by the Superintendent of Schools.
  - (c) The Superintendent of Schools in the best educational interests of the School District is entitled to deny any request for the above day.
  - (d) Personal leave for other than the above reasons shall require the Superintendent of Schools' written consent before said leave is taken.
- B. Effective July 1, 1998, all unit members shall be entitled to the following non-cumulative paid bereavement days per year:
- 1. A total of five (5) workdays per year following the death of the demised shall, on request, be granted for the death of a spouse or child or significant other during the school year.
  - 2. A total of three (3) workdays per year following the death of the demised shall, upon request, be granted for the death of a parent, brother or sister, grandparent, grandchild, father-in-law or mother-in-law during the school year.

## ARTICLE XII

### EXTENDED LEAVES OF ABSENCE

#### A. Maternity Leave

An association member may request unpaid maternity leave of absence. Paid benefits during such unpaid leave will be granted, upon request, up to the limits of the State and Federal Family and Medical Leave Act. A van driver requesting maternity leave shall obtain an official maternity leave request form (See Schedule B). Said form shall be returned to the Superintendent as soon as possible, but no later than thirty (30) days prior to the maternity leave commencement date stated therein, except as otherwise indicated by employee's doctor. The Board may request the school Medical Director to review the dates as stated by the van driver and her physician on the request form provided. If there should exist a disagreement between the Medical Director and the van driver's physician with respect to the ability of the van driver to perform her duties, a third physician mutually acceptable to the Medical Director and the van driver's physician shall be requested to render his final and binding determination. The length of the leave shall be determined by the Board, generally not to exceed six (6) months after the birth of the child.

#### B. Adoption

A van driver adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

## ARTICLE XIII

### PAID HOLIDAYS

#### A. Employees will be entitled to receive the following holidays with pay:

1. Two (2) days - N.J.E.A. Convention
2. Christmas Day, New Year's Day, Memorial Day
3. Twelve (12) additional holidays with pay, such holidays to be jointly agreed upon.

## ARTICLE XIV

### MEDICAL BENEFITS

- A. Association employees will receive Hospitalization, Major Medical, prescription and dental insurance coverage. The Board shall not change the insurance carrier or carriers, or change the same without first consulting with the Association. Comprehensive family medical coverage will be continued for the families of those employees hired before July 1, 1998. The Board shall not provide any paid benefits for dependents of employees hired after July 1, 1998 until after the employee completes three (3) consecutive years of employment. After that time the Board shall cover an employee's dependents, paying the full premiums for such coverage. All new employees employed as of July 1, 2004 and on will be offered only Point of Service (POS). Existing employees may move from traditional to a POS but not from a POS to traditional.
- B. The level of benefits for the coverage in Paragraph A above, shall be as follows:
1. Provisions of the health-care insurance program shall be detailed in master policies and contracts, and they shall include Connecticut General (U.C.R. Plan), Rider J, Major Medical and effective July 1, 2001 a ten dollar \$10.00 generic/\$15.00 brand/\$5.00 mail-in co-pay prescription plan.
  2. The Major Medical deductible shall be \$300 single/\$600 family.
  3. Effective with the 1995/96 school year, after a covered employee has attained \$3,000 covered expenses in a calendar year in excess of the amount of major medical deductible, benefits for him/her will be payable at the rate of 100% for the remainder of the calendar year. This represents an increase from the present \$2,000 to \$3,000 for 100% coverage.
- C. Effective July 1, 1983, a full family dental plan shall be provided by the Board as detailed in master policies and contract.

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## ARTICLE XV

### VACATION

- A. The unit shall be guaranteed no less than one twelve-month employee. That twelve-month (12-month) employee will be entitled to two (2) weeks' vacation with pay after one (1) year's service; three (3) weeks' vacation with pay after five (5) years' service; and four (4) weeks' vacation after ten (10) years' service. Vacations may not be carried over the following year. Vacation must be approved by the Supervisor in advance, and must be taken on days when school is not in session.

## ARTICLE XVI

### DUES DEDUCTION/REPRESENTATION FEE

#### A. Determination of Fee

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

#### B. Deduction and Transmission of Fee

##### 1. Notification

Once during each academic year the Association will submit to the Board a list of those employees who have not become members of the Association for the then current academic year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below.

##### 2. Payroll Deduction Schedule

The Board will deduct the representation fee from the paychecks paid to each employee on the aforesaid list during the remainder of the academic year in question.

##### 3. Termination of Employment

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

##### 4. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

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##### 5. New Employees

Representatives of the Association shall receive upon request a written list of names, job titles and dates of employment of any new employees.

#### C. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

ARTICLE XVII

SALARIES

- A. (1) The hourly rate earned by an employee for the 2004-2005, 2005-2006 and 2006-2007 school years shall be:

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Step 1 - 0 to 5 years	\$15.01	\$15.67	\$16.36
Step 2 - 6 to 10 years	\$16.35	\$17.08	\$17.83
Step 3 - 11 to 15 years	\$18.10	\$18.90	\$19.74
Step 4 - 16 years & over	\$18.95	\$19.79	\$20.66

- (2) Employees whose effective date of hire is prior to February 1<sup>st</sup> shall be credited with a full year of initial service for purposes of increment advancement. Employees whose effective date of hire is February 1<sup>st</sup> or later shall not be credited with their initial incomplete year for purposes of increment advancement. Current employees hired after July 1, 1995 and who would have received their increments on their anniversary date are grand fathered so as to receive a full year of initial year credit toward increment advancement. Effective July 1, 2001 all increments shall be granted on a fiscal year basis. Increments shall advance as employees begin their sixth (6<sup>th</sup>), eleventh (11<sup>th</sup>), and sixteenth (16<sup>th</sup>) year of service.

- B. (1) Cumulative longevity pays for one (1) employee hired before July 1, 1974 and who already earns a cumulative longevity payment shall continue at \$1155.00 for 20+ years.

- (2) Non-cumulative longevity will be paid each year as per the following guide to employees hired before July 1, 1995, other than those included in XVII B. (1) above.
- after 10 years service \$300.00
  - after 15 years service \$600.00
  - after 20 years service \$900.00

- C. Extra Stipends - Van Drivers will receive one and one-half (1½) time their regular daily rate of pay for the following:

1. All Field Trips which occur after the normal school runs have been completed.
2. All delivery of Board envelopes which occur in the evening.
3. Sundays and days recognized in Article XIII, Section A as paid holidays.

The above shall guarantee a minimum of two (2) hours stipend pay.



- D. License fees for drivers shall be paid by the Board.
- E. Probationary salary will be one dollar (\$1.00) less per hour than the basic starting salary in each year. After satisfactorily completing ninety (90) days of service a new driver will move to the basic starting salary in each year.
- F. Those association drivers as listed under Article 1, Recognition, not recalled into employment on a regular basis shall be placed on a preferred replacement driver list. Such replacement drivers shall be paid at their own regular rate of pay.
- G. When training is required by the employer and directed by the employer an employee will be paid his/her salary for participating in that training.
- H. Any employee who is called for Jury Duty shall be paid his/her regular salary less whatever amounts he/she is paid for such duty. This will in no way be included in his/her vacation.
- I. All association drivers shall have the option of direct deposit.

### ARTICLE XVIII

#### CONTINUING EDUCATION

- A. A tuition reimbursement fund of \$5,000.00 will be available each year of this Agreement (non-accumulative) for courses approved by the Superintendent and the Supervisor that are job related. These funds will also be available for use in the District Adult School.

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- B. Drivers will be permitted to enroll and attend District Continuing Education courses that are not job related at no cost on a space available basis, provided course tuition is a charge of the Board of Education and not an outside contractor.

### ARTICLE XIX

#### MISCELLANEOUS

- A. 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.

- B. This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, or which could have been covered and provided for herein, and during the term of this Agreement, neither party shall be required to renegotiate concerning said issues for the period covered herein.
- C. 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. The Board shall print and deliver twenty (20) copies of this agreement to the Association within a reasonable time following ratification.

ARTICLE XX

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries all on the day and year first above written.

SOUTH PLAINFIELD SMALL VAN  
DRIVERS ASSOCIATION

BOARD OF EDUCATION OF  
SOUTH PLAINFIELD, NEW JERSEY

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest:  
  
\_\_\_\_\_  
Secretary

Attest:  
  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Superintendent

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**SCHEDULE A**

**SOUTH PLAINFIELD PUBLIC SCHOOLS  
SOUTH PLAINFIELD, NEW JERSEY**

**SOUTH PLAINFIELD SMALL VAN DRIVERS ASSOCIATION  
REQUEST FOR TEMPORARY LEAVE OF ABSENCE**

Maximum of Four (4) Days

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Requested date(s) of temporary leave of absence** \_\_\_\_\_

Please specify number of days:

\_\_\_\_\_ Personal, no reason \_\_\_\_\_

**BEREAVEMENT LEAVE**

Please check reason and describe:

- \_\_\_\_\_ 1. A total of five (5) school days following the death of the demised shall on request be granted for each death of a spouse, parent, child, or significant other during the work year \_\_\_\_\_
  
- \_\_\_\_\_ 2. A total of three (3) school days following the death of the demised shall on request be granted for the death of a parent, brother or sister, grandparent, grandchild, father-in-law, or mother-in-law during the school year \_\_\_\_\_

**All leaves of absence referred to above are subject to the following conditions:**

- 1. At least three (3) school days notice shall be given in requesting a personal day. Lacking such notice, the absence will be considered unauthorized and the employees' pay will be deducted at their daily rate of pay. Deduction of salary will be waived in cases of emergency.
- 2. Personal days will not be granted the day immediately preceding or following a vacation, except in case of emergency approved by the Superintendent of Schools.
- 3. The Superintendent of Schools, in the best educational interest of the school district, is entitled to deny any request for the above days.
- 4. Personal leave for other than the above reasons shall require the Superintendent of School's written consent before said leave is taken.

I hereby certify that the above statements are true to the best of my knowledge.

Employee's signature \_\_\_\_\_ Date \_\_\_\_\_

Approved \_\_\_\_\_ Date \_\_\_\_\_

Approved \_\_\_\_\_ Date \_\_\_\_\_

rev. 7/04

**SCHEDULE B**

**PARENTHOOD LEAVE REQUEST FORM**

\_\_\_\_\_  
School Employee

\_\_\_\_\_  
School/Assignment

\_\_\_\_\_  
Principal/Supervisor

**CONFIRMATION OF PREGNANCY**

**Date of medical confirmation of pregnancy:** \_\_\_\_\_

**Date of expected delivery:** \_\_\_\_\_

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Date

\_\_\_\_\_  
Physician's Address

\_\_\_\_\_  
Physician's Phone Number

**REQUEST FOR PAID MEDICAL LEAVE (using accumulated sick days)**

**Date medical leave begins:** \_\_\_\_\_  
(This time period is limited to the 30-day calendar days before expected delivery.)

**Date medical leave ends:** \_\_\_\_\_  
(This time period is limited to the 30-day calendar days after expected delivery.)

**REQUEST FOR UNPAID PARENTHOOD LEAVE**

**Date leave begins:** \_\_\_\_\_  
\_\_\_\_\_

**Date leave ends:** \_\_\_\_\_

Effective January 1, 1997, health insurance premium coverage will continue to be paid for up to (12) twelve weeks of unpaid leave. After 12 weeks of unpaid leave, payment for health insurance premiums shall be the employee's responsibility.

\_\_\_\_\_  
Signature of School Employee

\_\_\_\_\_  
Date

**Please complete and forward to the Human Resources Office.**

**Date of Board of Education approval** \_\_\_\_\_