

**AGREEMENT**  
**BETWEEN**  
**CLAYTON BOARD OF EDUCATION**  
**AND**  
**CLAYTON SUPPORT STAFF ASSOCIATION**

**JULY 1, 2005**

**THROUGH**

**JUNE 30, 2008**

## **ARTICLE I: RECOGNITION**

In accordance with NJAC-34:13A-1 et. sea., the Board hereby recognizes the Clayton Support Staff Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel listed herein below working a minimum of thirty (30) scheduled hours per week on a ten (10) or twelve (12) month basis, under contract, or on approved leave including:

Maintenance Personnel  
Custodial Employees and Groundskeeper  
Instructional and Non-Instructional Aides

but excluding all others not listed above and

The Superintendent's Secretary  
The Superintendent's Secretary for BSI, Grants, and Curriculum  
The Director of Facilities Secretary  
The Accounts Payable Secretary  
The Payroll/Personnel Secretary

## **ARTICLE II: DEFINITIONS**

- A. Employees: Unless specifically noted otherwise, the term "employee" refers to all members of the bargaining unit defined herein above and all references to male employees shall include female employees.
- B. Association: Shall mean the Clayton Support Staff Association.
- C. Board: Shall mean the Clayton Board of Education.
- D. Probationary Employee: Shall be defined as an employee with less than three (3) years plus one (1) day of continued service in the position.

## **ARTICLE III: NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in a good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin no later than December 1 of the school year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit, be reduced to writing, be signed by the Board and the Association, and be subject to final approval by the majority of the Board of Education and the majority of the members of the Association.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be empowered to make proposals, consider proposals, and make counter proposals in the course of negotiations.
- C. This Agreement incorporates the complete and final understanding and settlement between the parties on all matters which were or could have been the subject of negotiation.
- D. This Agreement shall not be modified in whole or part by the parties except through the voluntary and mutual consent of the parties through means of a written amendment duly executed by each of the parties hereto. Should a mutually acceptable amendment to the Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.
- E. Except as set forth below and as otherwise provided for in this Agreement, all previous terms and conditions of employment relating to staff rights and benefits shall be subject to review by a committee comprised of three (3) members appointed by the Association and three (3) members appointed by the Board. The Committee may review practices and recommend to the Board and the Association continuation or elimination of the practice. Elimination of any practice may only be as a result of a majority vote of that Committee.

## **ARTICLE IV: DISPUTE (GRIEVANCE PROCEDURE)**

- A. Definition: Grievance shall mean a claim by an employee or the Association concerning an

alleged misinterpretation, misapplication, or violation of this Agreement, policies, or administrative decisions affecting employees' terms and conditions of employment.

B. Purpose: The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Procedure for Processing a Grievance:

1. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. All time limits must be adhered to unless modification or extension is agreed to by the Association and the Board. If the Board or administration does not adhere to such time limits, the aggrieved may initiate action to the next step of this procedure. If the aggrieved or the Association fails to adhere to such time limits, the grievance shall be considered withdrawn. A grievance to be considered under this procedure must be initiated by the aggrieved or the Association within thirty (30) consecutive days of its alleged occurrence or from the time when the aggrieved or Association could reasonably have known of its occurrence.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, will result in irreparable harm to a party of interest, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Level One: A staff member with a complaint may file a grievance in writing with his or her principal or immediate supervisor either directly or through the Association's designated representative. The principal or immediate supervisor will meet with the staff member and/or the Association's designated representative with the objective of resolving the matter. After hearing the complaint of the staff member, the principal or immediate supervisor will respond in writing to the individual or the Association's designation representative, the Board President, the Association President, and the Superintendent or his or her designee.
4. Level Two: If the staff member is not satisfied with the disposition of his or her grievance at Level 1, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Principal or immediate supervisor, the staff member may, within ten (10) school days after a decision by the Principal or immediate supervisor or twenty (20) school days after the grievance was presented to the Principal or immediate supervisor, whichever is less, file the grievance in writing with the Superintendent or his or her designee, copy sent to the Board President, stating (a) nature of the grievance, including what contract provision or policy is being grieved, (b) results of previous discussion, (c) basis of dissatisfaction with the decision, and (d) remedies sought. After hearing the complaint of the staff member, the Superintendent will respond in writing to the individual or the Association's designated representative, the Board President, and the Association President.
5. Level Three: If the staff member is not satisfied with the disposition of his or her grievance at Level 2, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or his or her designee, the staff member may, within ten (10) school days after a decision by the Superintendent or his or her designee, or twenty (2) school days after the grievance was delivered to the Superintendent or his or her designee, whichever is less, submit in writing to the Board President a request for a hearing before the Board.

At the option of the Board, such hearing shall be held before the full Board or a designated committee of the Board. Such hearing shall be held within twenty-five (25) school days of the request for a hearing. The staff member may submit written materials to the Board or the designated committee of the Board in support of his or her position at the time of his or her request for a hearing. The staff member shall serve any such written materials on all parties in interest. The Board shall make a determination and notify the staff member in writing within ten (10) school days of the conclusion of the hearing.

6. Level Four:
  - a. If the Association is not satisfied with the disposition of the grievance alleging a violation of a term or condition of employment at Level Three, the Association may within ten (10) school days after receiving written notification of the decision by the Board or the Board Committee, as the case may be, or forty-five (45) school days after the request for the hearing, notify the Board that the grievance is being submitted to arbitration.
  - b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or the PERC by either party. The parties shall then be bound by the rules and procedure of the American Arbitration Association of PERC in the selection of an arbitrator. The arbitrator shall limit himself or herself to issues submitted to him or her and shall consider nothing else. He or she can add nothing to nor subtract anything from this Agreement.
  - c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his or her decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issues are submitted to him or her. The arbitrator's decision shall be in writing and shall set forth his or her 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 prohibited by law or which is clearly violative of 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 both parties.
  - d. The costs for the services of the arbiter, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of hearing rooms shall be borne by the Association and the Board up to two incidents per year. Any other expenses incurred shall be paid by the party incurring same.
  - e. Arbitration is to be scheduled after school hours.

D. Miscellaneous

1. All employees, including the grievant, are required to follow administrative directives and Board policies under the direction of the Superintendent and administration regardless of the status of any grievance until such grievance is properly determined.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and commendations, and other necessary documents shall not be kept in the personnel file of any of the participants.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties involved and their designated or selected representative heretofore referred to in this Article.

**ARTICLE V: EMPLOYEE RIGHTS**

- A. Whenever any employee is required to appear before the Superintendent for the purpose of formal disciplinary action, he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have one (1) representative of his choosing present to advise him and represent him during such meeting or interview. The Superintendent shall be provided twenty-four (24) hours written notice as to the name and position of the individual except in cases of emergency.
- B. Disciplinary notice must be given no later than five (5) working days after the alleged infraction was recognized and a notice was given of an investigation and possible action to be taken upon completion

of that investigation. If the employer fails to give written notice within the allotted time, said warning shall be considered null and void.

- C. When any employee is required to appear before the Board or any committee thereof for the purpose of formal disciplinary action, he shall be given two (2) weekdays (Monday-Friday) prior written notice of the reasons for such meeting or interview and shall be entitled to one (1) representative of his choosing present to advise him and represent him during such meeting or interview. The Board shall be provided twenty-four (24) hours written notice as to the name and position of this individual except in cases of emergency.
- D. Any staff member denied pay for any reason shall be notified in writing of such denial five (5) days prior to the issuing of the paycheck containing the deduction.
- E. No employee shall be arbitrarily disciplined, discharged, or reduced in compensation. As used in this Agreement, "arbitrary" shall mean without sufficient reason. Any such action shall be subject to the grievance procedure set forth in Article IV for those employees who are not entitled to an alternative statutory appeal process.
- F. Letters of disciplinary action, warning letters, and any information pertaining to personnel matters are to be handed directly to employees or mailed.

#### **ARTICLE VI: ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Association may use school facilities and equipment, including typewriters, mimeo machines, other duplicating equipment, calculating machines, and all types of Audio-Visual equipment at reasonable times when such equipment is not otherwise in use subject to the approval of the Building Principal. Such equipment is to be used by the Association for Clayton Public School District business only. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. It is understood and agreed that such use shall not interfere with the educational program.
- B. The Association shall be permitted to use school buildings at reasonable times for meetings subject to the prior approval of the Superintendent or his designee provided that any request for such use is submitted to the Superintendent or his designee at least two (2) work days in advance.
- C. The Board agrees that one hundred and twenty (120) days prior to any formal Board action to consider subcontracting shall discuss the matter fully with the Association and its representatives.
- D. In the event of privatization of any employee category (subcontracting), the Board shall abide by the following procedure:
  - 1. The Board shall formally notify the Association of its intention to subcontract unit work one hundred and twenty (120) days prior to budget adoption or implementation of subcontracting services.
  - 2. The Board shall provide the Association bid specifications for potential subcontracting.
- E. The Board shall provide severance benefits as a result of subcontracting as follows:
  - 1. The Board shall pay all affected unit members full pay for all leave days credited to the employee's account.
  - 2. The Board shall provide services to aid employees in discovery of job-retraining opportunities.
  - 3. The Board shall provide that any employee who loses his or her position as a result of privatization shall be retained in his or her proper place on the District seniority recall list for a period of three (3) years.
- F. Whenever any one representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference, or meetings, he or she shall suffer no loss in pay.

#### **ARTICLE VII: BOARD RIGHTS**

- A. The Board reserves to itself sole jurisdiction, authority, and responsibility over matters of policy and retains the right, in compliance with applicable laws and regulations of the State of New Jersey to:
  - 1. Direct employees of the school district.

2. Hire, promote, transfer, assign, and retain employees in positions in the school district and suspend, demote, discharge, or take other disciplinary action against employees.
  3. Relieve employees from duty because of lack of work or for other legitimate reasons.
  4. Maintain efficiency of the school district operations entrusted to them.
  5. Determine the methods, means, and personnel by which such operations are to be conducted.
  6. Take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. The exercise of the rights set forth in this Article shall be consistent with the provisions of this Agreement.

#### **ARTICLE VIII: NO STRIKE CLAUSE**

- A. The Association covenants and agrees that during the term of this Agreement, neither the Association or any person acting in its behalf will cause, authorize, or support nor will any of its members take part in any strike or walkout (e.g. the concerted failure to report for duty, a willful absence from one's position, or the stoppage of work or abstinence in whole or in part from the full, faithful, and proper performance of the employees' duties of employment for any purpose whatsoever). The Association may be held liable in damages for such strikes or walkouts unless the Association, in writing, immediately disavows the strike and notifies the strikers to return to work.
- B. Nothing contained in this Agreement shall be construed or limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

#### **ARTICLE IX: EMPLOYMENT PROCEDURES**

- A. Nontenure Dismissal: An employee who is terminated for unsatisfactory performance shall receive fifteen (15) calendar days notice of termination or one (1) week's pay in lieu of notice plus accumulated vacation pay based on the proportion of full months worked in the contract year.
- B. Resignation: An employee who is resigning from his position shall give the normal fifteen (15) days notice.
- C. Notification of Contract and Salary: Employees shall be notified of their contract and salary status for the ensuing year no later than May 1.
- D. Call-In Time: Employees called back to work at hours other than those incorporated a regular work shift shall be guaranteed a three (3) hour minimum per day at overtime rates as compensation./ Any other call within three (3) hours will result in no additional pay as long as it is the same problem.
- E. Work in a Higher Pay Category: Whenever an employee works eight (8) or more consecutive days in a higher job classification, he shall receive compensation at the higher rate for all days worked at the higher pay category.
- F. Employees shall be notified seventy-two (72) hours in advance of any change in shift assignment. In the case of a shift change, there shall be a minimum of eight (8) hours between the ending of one shift and the beginning of the next shift.
- G. In no case shall any support staff be requested or required to perform the duties relative to instructional or disciplinary activities normally assigned to a duly certified teacher.
- H. Seniority Job Security
1. School district seniority is defined as service by support staff in the school district in the collective bargaining unit covered by this Agreement.
  2. In the event that a vacancy occurs, a laid-off support staff member shall be entitled to recall thereto in the order of his or her job category seniority up to three (3) years.
  3. Notice of recall to work shall be addressed to the support staff member's last address appearing on the records of the school district by certified mail, return receipt requested. Within fifteen (15) days from receipt of such notice of recall, the support staff member shall notify the Board of Education, in writing, whether or not he or she desires to return to the work involved in the recall. If he or she fails to reply or if he or she indicates that he or she does not desire to return to work, he or she shall forfeit all of this or her seniority and all rights to recall.

4. Seniority shall not be accumulated during the period of lay off. Upon recall, the support staff member shall have his or her accumulated seniority restored to the date of layoff.

#### **ARTICLE X: WORK YEAR/WORK DAY**

- A. Work Day
  1. Library Aides/Clerks: six (6) hours excluding a thirty (30) minute scheduled lunch. The work year shall not exceed the teacher work year.
  2. Custodians, Groundskeepers, and Maintenance Personnel: eight (8) hours including a thirty (30) minute scheduled meal break and two (2) fifteen (15) minute breaks.
  3. Instructional/Non-Instructional Aides covered by this Agreement: six (6) or more hours including a thirty (30) minute scheduled lunch. The work year will not exceed a teacher work year.

#### **ARTICLE XI: CUSTODIAL/MAINTENANCE OVERTIME**

Overtime: Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, over and above forty (40) hours per week as authorized by the Supervisor or Administration. For purposes of this Article, the work week shall commence Monday.

- A. All overtime will be offered in increments of one quarter (1/4) hour. This will be remunerated at the rate of one and one-half (1-1/2) the employee's hourly salary.
- B. All overtime shall be consistent with the National Fair Labor Standards Act.
- C. In assigning overtime, the administration will offer the assignment on a rotation basis. The administration will go through the list once; if no one accepts, then the overtime will be assigned to the least senior. If, as a result of an administrative error, any employee has been passed over in his or her overtime rotation, that employee shall be paid the overtime hours he or she would have been otherwise entitled to. Custodians, Groundskeepers, and Maintenance personnel are mandatorily required to work the overtime at their assigned functions. Refusal to work the mandatory overtime will result in disciplinary action. Rotation for the custodians is by building.
- D. All scheduled work performed on Sundays shall be compensated at hours worked times two of the employee's regular rate for each hour worked. All scheduled work performed on holidays shall be compensated at two times the employee's scheduled rate. This shall be in addition to holiday pay due. This will not supersede Article XVII A.
- E. At no time shall substitutes or part-timers be hired in place of full-time employees in order to avoid overtime or holiday pays.
- F. In the event the normal opening of schools is delayed for pupils because of an emergency, inclement weather, or other reason, instructional and non-instructional aides will not be required to report more than fifteen (15) minutes before pupils. IN the event of inclement weather, custodial and maintenance personnel will report as required, and normal overtime will be paid if called prior to normal start time if the administration is unable to arrange compensatory time equal to the overtime within a two-week period.

#### **ARTICLE XII: SUPPORTIVE STAFF EVALUATION**

- A. All employees shall be evaluated at least once during their contract year. All employees shall be evaluated by April 1. Any formal observations of an employee's performance shall be conducted openly and with full knowledge of the employee. Evaluations of employees shall not be restricted to direct observations. All data pertinent to the employee's performance may be used to evaluate the employee, and any data used in an evaluative manner shall be made known to the employee. An employee shall be given a copy of the evaluation conference report or evaluation report prepared by his or her evaluator. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.
- B. An employee shall have the right, upon prior request and reasonable notice, to review the contents of his personnel file in the presence of a school official and to receive copies of any materials, except as provided in Section C herein below, contained therein. Employees shall pay a nominal charge of ten

cents (\$.10) per page for each requested copy. An employee who desires to review his file must schedule an appointment for review with the Superintendent at least two (2) work days in advance. An employee may have a local Association representative accompany him during such review.

- C. Although an employee shall have the right to review his personnel file, the Board maintains the right to protect the confidentiality of personal references, academic credentials, and other similar comments. Only the files maintained by the Central Administration shall be considered official.
- D. No material generated by school district personnel of an evaluative or judgmental nature which is derogatory to an employee's conduct, service, or character shall be placed in an employee's file unless the employee has been notified and given an opportunity to review said material. The employee shall be entitled to submit a written response to such materials within ten (10) days of receiving a copy for inclusion in the file. If, after three (3) years there has been no additional derogatory materials pertaining to the same offense, the original material shall be removed from the employee's file.
- E. An employee shall be given a copy of any evaluation report prepared by his or her evaluator(s) at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- F. Evaluation reports shall be presented to each employee in accordance with the following procedures. Such reports shall include a written narrative and shall identify:
  - 1. Strengths of the employee as evidenced during the period since the previous report.
  - 2. Specific suggestions as to measures which the employee might take to improve his or her performance in each of the areas wherein weaknesses have been indicated.
- G. If any formal complaint is made by any person which may affect the evaluation of any employee, the Principal or immediate supervisor of the employee shall apprise the employee of the nature of the complaint and attempt to resolve it prior to any subsequent evaluation of the employee, and the employee shall have the right to representation by counsel and/or an Association representative at any formal hearing.

### **ARTICLE XIII: TEMPORARY LEAVES OF ABSENCE**

- A. All employees shall be entitled to the following temporary non-accumulative leaves of absence each year:
  - 1. Applications for leave under this Article must be made at least four (4) days before taking the leave (except in emergencies). The Superintendent shall approve up to three (3) days with pay for legal or business matters; household matters; marriage or graduation of family members or the employee; or family illness which cannot be attended to other than during school hours. The applicant for such leave shall be required to state the reason for taking such leave consistent with the categories identified above. The definition of family shall include spouse, dependent children, dependent parents, or any person standing in loco parentis. Additional leave may be granted at the discretion of the Superintendent.
    - a. Leave under Article XIII A.1 shall not be taken the day before or after a holiday or long weekend without the approval of the Superintendent.
  - 2. Absence due to death in the immediate family shall be allowed with pay up to a maximum of five (5) days. Immediate family means husband, wife, father, mother, child, brother, sister, mother-in-law, father-in-law, paternal/maternal grandparents of staff members and their spouses, or any person standing in loco parentis. Leave beyond five (5) days may be approved by the Superintendent.
  - 3. All deductions shall be based on one day's pay.
  - 4. Unused personal days shall be added to the accumulated sick days.

### **ARTICLE XIV: EXTENDED LEAVE**

- A. Disability Leaves
  - 1. An employee who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows about it.

- a. In the case of pregnancy, the employee shall inform the Superintendent of the anticipated delivery date.
  - 1) No later than sixty (60) days prior to the anticipated delivery date of the child, the employee shall request either:
    - a) a disability leave for which accumulated sick leave may be utilized
    - b) a disability leave for which accumulated sick leave may be utilized followed by an unpaid childcare leave as described below
    - c) An unpaid leave of absence commencing prior to the period of actual disability without use of accumulated sick leave
    - d) Request no leave of absence
  - 2) To the extent permitted by law and relevant judicial and administrative agency decisions, employees on pregnancy-related disability leave shall be presumed to be disabled for purposes of sick leave eligibility thirty (30) calendar days prior to the anticipated date of birth of the child and thirty (30) calendar days following the actual date of birth of the child. This eligibility requirement shall be construed as a minimum guideline subject to revision based on the actual disability of the individual involved.
2. The Board may request a disabled employee to produce a certificate from his or her physician that he or she is medically able to continue working. The Board reserves the right to have its physician examine the employee. If there is a difference of medical opinion between the Board's physician and the employee's physician, then the Board's physician and the employee's physician shall agree on a third impartial physician who shall examine the employee whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working.
3. The Board reserves the right to regulate anticipated disability leaves so that the commencement and termination dates proceed or follow the period of actual disability in order to preserve education continuity. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability according to the negotiated agreement and rules of the insurance carrier.

#### B. Childcare Leaves

1. The Board may grant unpaid leaves of absence for the purpose of childcare of an infant to employees who fulfill the requirements set out below. No requests will be disapproved arbitrarily, discriminatorily, or capriciously; however, in no event shall the Board be required to grant a leave of absence to both spouses who work in the District.
2. Except as provided in Subsection B3 below, leaves of absence shall commence immediately following the end of the period of actual disability and shall terminate at the end of the school year in which the disability occurred.
3. When an employee requests a voluntary unpaid leave of absence which begins prior to the period of actual disability, the Board may alter the requested starting date of unpaid leave.
4. At the request of (1) tenured employee or (2) any employee with more than three (3) consecutive years of service in the District with the approval of the Board, an extension of childcare leave may be granted for one (1) full school year; however, no employee shall be eligible for a successive childcare leave without working in the District a minimum of one (1) full school year after returning to work from a childcare leave.
5. An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. When on unpaid leave, an employee may not use sick days.
6. Nothing stated herein shall require the Board of Education to extend said leave of absence of a (1) non-tenured employee or (2) any employee with less than three (3) consecutive years of service in the District behind the end of the contract year for which the employee has been employed.

7. All requests for childcare leave shall be in accordance with Section A.1 herein above; however, in the case of twelve-month employees, requests for extensions for unpaid leaves commencing September 1 shall be made by June 1 of the previous school year.

C. Adoption

1. An employee adopting an infant or pre-school child shall notify the Superintendent in writing when the application for adoption is approved by the adopting agency. Requests for unpaid leave shall be made for a specified period as soon as the employee is informed of the custody date. Said leave shall commence upon receiving de facto custody of said infant or earlier if necessary to fulfill the requirements for adoption.
2. Except as otherwise provided in Subsection C.1 above, all conditions and requirements set forth in Subsection B4, B5, B6, and B7 herein shall be applicable to this Section –Adoption.

**ARTICLE XV: SICK LEAVE**

- A. The term “sick leave” is hereby defined to mean the absence from his post of duty of any employee because of personal disability due to illness or injury or because he has been excluded from school by the school district’s medical authorities on account of a contagious disease or of being quarantined for such a disease in his immediate household.
- B. All ten (10) month employees covered by this Agreement shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year. All twelve (12) month employees covered by this Agreement shall be allowed sick leave with full pay for a minimum of twelve (12) school days in any school year. Such days shall be earned at the rate of one (1) day per month for the first year provided; however, that any such member employed after December 1 of the current school year shall be allowed sick leave with full pay for a minimum of six (6) school days in the current school year as stated above. Part-time employees shall receive pro-rated sick leave proportionate to time worked. NOTE: A sick day shall be considered to be the same length as the employee’s normal workday.
- C. Medical verification may be required according to existing Board policy.
- D. If any staff member requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- E. Employees shall be given a written accounting of accumulated sick leave days no later than the opening day of each school year.
- F. Support Staff members shall be paid for unused sick leave as follows:
  1. Any member who retires according to the provisions of the TPAF in order to receive immediate benefits as opposed to “deferred” benefits and has twelve (12) continuous years with the Clayton Public School District shall be eligible for payment for unused sick leave.
  2. Members planning to retire must notify the Superintendent no later than December 1 of the year preceding the effective date of retirement in order to receive prompt payment; those who fail to comply with the notification procedure described herein shall be required to wait for said payment until such time as (1) the money is allocated in the next school budget and (2) the instant budget becomes effective.
  3. To qualify for payment, a retiring member must have a minimum of twenty-five (25) accumulated sick days.
  4. Payment shall be based upon the following schedule provided; however, the total amount paid to any member shall not exceed four thousand five hundred dollars (\$4,500): per diem rate shall be \$31 per day for all days; seventy-six (76) days or less: \$36 per day for all days not to exceed one hundred eighty-five (185) days.

**ARTICLE XVI: VACANCIES AND ASSIGNMENTS**

- A. All employees to be re-employed for the forthcoming year shall receive their contracts according to the following schedule: Twelve (12) month employees: by May 1; Ten (10) month employees: by June 1. Signed contracts are to be returned to the Superintendent’s Office no later than fifteen (15) school days after receipt of the contract. If not returned by said date, the position may be declared vacant. A list of

known vacancies shall be posted in both school buildings no later than fifteen (15) days after contracts are returned.

- B. When a position within the bargaining unit becomes vacant, notice of such vacancy shall be made available to the Association for a minimum of three (3) days to allow prospective applicants to apply. Employees may apply for such positions in writing subject to the same procedures and standards as any other applicant.
- C. Employees who wish to transfer may file a written statement of such desire with the Superintendent. Such requests for transfer and re-assignments for the following year shall be submitted no later than April 1.
- D. The Board's decision whether to (1) promote or (2) transfer any employee shall be at its discretion and shall not be subject to the grievance procedure.

## **ARTICLE XVII: VACATION AND HOLIDAY SCHEDULES**

- A. Scheduled holidays for twelve (12) month employees:

New Year's Day	Martin Luther King Day
Lincoln/Washington's Birthday (holiday weekend – 2 days)	Good Friday
Easter Monday	Memorial Day
Independence Day	Labor Day
Columbus Day	Thanksgiving Day
Friday After Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

For the first two years of this contract, December 23<sup>rd</sup> will be compensated as a floating holiday.

If stated holiday(s) are declared a school day due to a school calendar change caused by an emergency situation but not limited to snow days, a different day may be substituted upon agreement of the employee and his or her immediate supervisor.

No compensatory time is to be given. All employees shall be paid at overtime rates if required to work on any holiday not covered by previous language. However, Columbus Day may be declared a day of work. A different day will be substituted upon agreement of the employee and his immediate supervisor.

- B. Vacation
  - 1. Scheduled Vacation for Twelve (12) Month Employees: Maintenance, Custodial, and Groundskeeping personnel shall merit the following vacation time:
    - Category 1: Upon initial employment, personnel employed between July 1 and prior to January 1 shall receive two (2) weeks vacation; personnel employed after January 1 and prior to May 1 shall receive one (1) week vacation.
    - Category 2: Beginning July 1 of the second year of employment until completion of the fifth year of continuous employment, personnel shall receive two (2) weeks vacation.
    - Category 3: Upon completion of five (5) years continuous service, personnel shall receive three (3) weeks vacation.
    - Category 4: Upon completion of twelve (12) years continuous service, personnel shall receive four (4) weeks vacation.
    - Category 5: Upon completion of sixteen (16) years continuous service, personnel shall receive five (5) weeks vacation.

Vacation is earned only upon completion of a fiscal year (earned as of June 30). Vacation is to be taken at the conclusion of the year earned. For example, twenty (20) days earned during the 1993-1994 school year may be taken only after July 1, 1994. Vacation may be taken at any time but only with the approval of the immediate supervisor. All vacation time must be taken prior to the conclusion of the school year. Ten (10) days may be carried over in any one year. Those days must be taken by October 1 of the

ensuing year, or they will be forfeited. Any employee covered by this contract who has accrued vacation days beyond the contracted allotment will begin to utilize them at a rate of five (5) days per year or that amount shall be forfeited. Any employee presently having over seventy-five (75) days accrued vacation time shall retain the right to maintain those days in a vacation bank. All vacation requests will be submitted no later than July 1 of each calendar year. All administrative decisions relative to requests shall be made utilizing seniority rights. Following July 10, all vacation request decisions shall be made by administrators without regarding to seniority. All vacation requests shall be dealt with by administrators taking into account the ability of the District to function adequately. Denial of requested vacation time must be based on the inability of the District to have that person's duties satisfactorily performed during that time period. In the event that vacation time cannot be taken either by virtue of the preceding paragraph or the inability of the District to reasonably substitute time, those days shall become part of the grandfathered total for affected employees. This clause will not be in effect prior to July 1, 2000. Exception: Any employee leaving the District after the dates indicated below shall receive vacation time as follows:

Category 2:	July 2 through December 31	one (1) week
Category 3:	July 1 through October 31	one (1) week
Category 4:	July 1 through September 30	one (1) week
	July 1 through December 31	two (2) weeks
	July 1 through March 30	three (3) weeks

**ARTICLE XVIII: SALARIES AND BENEFITS**

- A. Placement on Salary Schedule – Adjustment to Salary Schedule: Salaries for Maintenance Personnel, Custodial Employees/Groundskeeper, and Instructional/Non-Instructional Aides shall be paid in accordance with Schedules A and B and specifically identified off-guide personnel respectively which are attached to and made part of this Agreement. Each employee shall be placed on the proper step on the appropriate salary schedule as of the beginning of the 2005-2006 school year. Any employee employed prior to February of any school year shall be given full credit for one (1) year of service toward the next step for the following year. Salary increases as follows: Year One 2005-2006 – 5.5%; Year Two 2006-2007 – 5.5%; Year Three 2007-2008 – 5.5%. Each employee will receive the actual percentage increases for each year of the contract.
- B. Fringe Benefits
  - 1. The Board shall provide health care insurance benefits to eligible employees equal to the Amerihealth Personal Choice as reflected in the attached benefits chart. The benefits shall include fully family coverage if such coverage is selected.
  - 2. Effective July 1, 2005 to June 30, 2008, the Board will provide each ten (10) and twelve (12) month employee a fully family prescription drug plan. (\$20 Brand and \$10 Generic co-pay). Mail order prescriptions will remain free.
  - 3. The Board will provide each employee with either an individual or family Dental program at a maximum to the Board of \$26 per month coverage for individual, \$46 per month coverage for two, or \$75 per month coverage for family. There will be a 6% cap on increases to be covered by the Board.
    - a. There is a forty (\$40) deductible per patient per calendar year which is not applicable to preventive and diagnostic services. The family maximum aggregate deductible will be \$120.
    - b. The maximum amount payable for the dental services provided an eligible patient in any calendar year is \$1,000.
    - c. There will be a fully family orthodontic program provided on a 50/50 cost basis with the Board and employees.
  - 4. Custodial/Maintenance and Groundskeeping workers will be compensated at a maximum of sixty-five dollars (\$65) per year for work shoes. Payment shall occur within thirty (30) days of submission of copy of receipt.

5. Custodial and Maintenance workers shall be supplied, by the Board, with foul weather outer garments.
6. Credit Union: Employees may individually elect to have a percentage of their pay automatically deducted and deposited in the Atlantic Burlington Credit Organization (ABCO) according to its rules and regulations.

#### **ARTICLE XIX: REPRESENTATIVE FEE**

- A. Purpose of Fee: If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Amount of Fee – Notification: Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessment charged by the Association to its own members for that membership year. Said fee shall conform to the rules and regulations promulgated by the Public Employment Relations Commission.
- C. Deduction and Transmission of Fee:
  1. Notification: Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then-current membership year. The Board will then deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount to the Association.
  2. Payroll Deduction Schedule: Upon annual written notification that the Association has adopted and implemented a valid "demand and return system," the Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid:
    - a. Ten (10) days after receipt of the aforesaid list by the Board; or
    - b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- D. Termination of Employment: If an employee who is required to pay a representation fee 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 membership year in question.
- E. Mechanics: Except as otherwise provided for in this Article, 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 for those used for the deduction and transmission of regular membership dues to the Association.
- F. Changes: The Association will notify the Board in writing of any changes in the list provided for in Section C above and/or the amount of the representation fee and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice. Deductions shall be made February 1 and June 15 for such changes.
- G. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- H. Indemnification: The Association shall indemnify 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 provision.

#### **ARTICLE XX: MISCELLANEOUS PROVISIONS**

- A. Separability: If any provision of this Agreement or any application of this Agreement to any employee 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. Compliance between Individual Contract and Master Agreement: Any individual contract between the Board and an individual employee shall not be in conflict with the provisions of this Agreement. If an individual contract contains any inconsistent language, this Agreement, for its duration, shall be controlling.
- C. Printing Agreement: Copies of this Agreement shall be reproduced at the expense of the Board. The Agreement shall be presented in sufficient quantity for each member to this bargaining unit. It shall be the responsibility of the Association to distribute the copies.
- D. Mileage Reimbursement: Employees who are required to use their personal automobiles in the course of their employment shall be compensated at the IRS reimbursement rate in existence on June 1 of each year of the contract and shall apply for reimbursement the subsequent July 1 through June 30.
- E. Black Seal License employees will receive an annual stipend of \$300 per year for each year of the contract. The Board of Education will pay the renewal fee for the Black Seal License.

#### **ARTICLE XXI: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. Tuition costs incurred by the employees shall be reimbursed by the Board of Education under the following terms and conditions:
  - 1. Courses taken for which reimbursement is requested must be approved by the Superintendent or his or her designee in advance of enrollment. Reimbursement will not be made until satisfactory documentation of course completion is presented.
  - 2. Reimbursement for actual costs incurred by the employee shall be limited to the total tuition costs for three credit hours per semester in effect at Gloucester County College to conform to the Clayton Education Association contract through June 30, 2007.
  - 3. Tuition costs eligible for reimbursement must be for courses in the field of employment. Courses not in the field of employment or closely related may be approved for reimbursement at the discretion of the Superintendent or his or her designee.
  - 4. Employees holding a Black Seal License will receive tuition reimbursement in lieu of their stipend for the year in which course work is taken.
  - 5. Any employee who leaves the District in less than two (2) years for the completion of coursework will reimburse the Board of Education no more than one year's tuition cost. An employee who terminates employment in less than two (2) years from completion of the coursework due to non-renewal, mutual agreement or voluntary termination, or medical disability shall not be required to reimburse the tuition cost.

**CLAYTON BOARD OF EDUCATION (MODERATE)  
CLAYTON EDUCATION ASSOCIATION PROPOSAL 7-13  
PERSONAL CHOICE  
\$10/\$20/70**

	<b>IN NETWORK</b>	<b>OUT OF NETWORK</b>
<b>Deductible Individual/Family</b>	<b>\$0</b>	<b>\$300/\$600</b>
<b>Out-of-Pocket Maximum Individual/Family</b>	<b>N/A</b>	<b>\$2,000/\$4,000</b>
<b>Lifetime Maximum</b>	<b>Unlimited</b>	<b>1 Million</b>
<b>Coinsurance</b>	<b>100%</b>	<b>70%</b>
<b>PCP Office Visit</b>	<b>\$10</b>	<b>70%</b>
<b>Specialist Office Visit</b>	<b>\$20</b>	<b>70%</b>
<b>Maternity Care</b>		
<b>First OB Visit</b>	<b>\$10</b>	<b>70%</b>
<b>Hospital</b>	<b>100%</b>	<b>70%</b>
<b>Pediatric Immunizations</b>	<b>100%</b>	<b>70%</b>
<b>Routine Gyn Exam/Pap</b>	<b>100%</b>	<b>70%</b>
<b>Routine mammography</b>	<b>100%</b>	<b>70%</b>
<b>Inpatient Hospital</b>	<b>100%</b>	<b>70%</b>
<b>Inpatient Hospital Days</b>	<b>365</b>	<b>70</b>
<b>ER Co-Payment</b>	<b>\$40</b>	<b>\$40</b>
<b>OP Laboratory</b>	<b>100%</b>	<b>70%</b>
<b>OP Radiology</b>	<b>\$20</b>	<b>70%</b>
<b>OP Surgery</b>	<b>100%</b>	<b>70%</b>
<b>Restorative Services</b>	<b>\$20</b>	<b>70%</b>
<b>Physical, Speech, and Occupational Therapy</b>	<b>\$15 (1-30) \$25 (31-on)</b>	<b>70%</b>
<b>Cardiac Rehabilitation</b>	<b>\$20 18 visits/year</b>	<b>70% 18 visits/year</b>
<b>Pulmonary Rehabilitation</b>	<b>\$20 12 visits/year</b>	<b>70%</b>
<b>Respiratory Therapy</b>	<b>\$20</b>	<b>70%</b>
<b>Chemo/Radiation</b>	<b>100%</b>	<b>70%</b>
<b>OP Private Duty Nurse</b>	<b>100% 360 hours/year</b>	<b>70%</b>
<b>Skilled Nursing Facility</b>	<b>100% 90 days/year</b>	<b>70%</b>
<b>DME and Prosthetics</b>	<b>\$20</b>	<b>70%</b>
<b>IP Psychiatric Days</b>	<b>100% 30/year</b>	<b>70% 20/year</b>
<b>OP Psychiatric Visits</b>	<b>\$20 30/year</b>	<b>50% 20/year</b>
<b>IP Serious Mental Illness</b>	<b>100%</b>	<b>70%</b>
<b>OP Serious Mental Illness</b>	<b>\$20</b>	<b>70%</b>
<b>Drug Abuse – Detox 70 days/adm; 4/adm/life</b>	<b>100%</b>	<b>70%</b>
<b>Drug Abuse – Rehab 30 days/year; 90 days/life</b>	<b>100%</b>	<b>70%</b>
<b>Drug Abuse OP/Partial 30 days/year; 120 days/life</b>	<b>100%</b>	<b>70%</b>

**Memorandum of Agreement  
Between  
Clayton Board of Education and Clayton Support Staff Association**

The attached guides have been mutually agreed upon by both the Clayton Board of Education and the Clayton Support Staff Association.

All salaries and payments will be retro-active from July 1, 2005, to the present.

Clayton Board of Education

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Clayton Support Staff Association

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<b>Custodial</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>
Anna Yanzuk	\$23,652.05	\$24,952.91	\$26,325.32
Mary Gray	\$23,652.05	\$24,952.91	\$26,325.32
Arthur Jackson	\$23,652.05	\$24,952.91	\$26,325.32
Ann Marie Perna	\$32,232.36	\$34,005.14	\$35,875.42
Charles Marcheski	\$37,783.77	\$39,861.88	\$42,054.28
<b>Heating/AC</b>			
Theodore Bowman	\$37,980.00	\$40,068.90	\$42,272.69
<b>Custodial/Maint.</b>			
<b>Maintenance</b>			
Joseph Reilly	\$48,028.88	\$50,670.46	\$53,457.34
<b>Groundskeeping</b>			
Douglas Wesh	\$42,359.31	\$44,689.07	\$47,146.97
<b>Totals</b>	<b>\$269,340.47</b>	<b>\$284,154.18</b>	<b>\$299,782.66</b>

<b>Classroom Aides</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>
Patricia Richmond	\$10.27	\$10.83	\$11.43
Tania Love	\$9.27	\$9.78	\$10.33
Joann Rider	\$10.11	\$10.66	\$11.25
Deborah Welsh	\$15.01	\$15.84	\$16.71
Wendy Batt	\$22.45	\$23.69	\$24.98

The hourly rates are in effect during the term of this agreement for these named employees. Further, the initial starting rate of pay (hourly or salaried) for all new hires or promotions effective after the date of execution of this contract shall be negotiable between the Clayton Support Staff Association and the Board of Education represented by its designated administrator.