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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT BETWEEN THE
PLEASANTVILLE SUPPORTIVE STAFF ASSOCIATION
AND THE
BOARD OF EDUCATION OF PLEASANTVILLE
EFFECTIVE MARCH 1, 1976

76-77

Atlantic County

LIBRARY
Institute of Management and
Labor Relations

RUTGERS UNIVERSITY

Secretarial + Clerical Staff

TABLE OF CONTENTS

ARTICLE

1	RECOGNITION
2	NEGOTIATION PROCEDURE
3	GRIEVANCE PROCEDURE
4	RIGHTS AND PRIVILEGES OF THE PARTIES
5	EMPLOYEE RIGHTS AND PRIVILEGES
6	SALARY SCHEDULES
7	SICK LEAVE
8	TEMPORARY LEAVES OF ABSENCE
9	EXTENDED LEAVES OF ABSENCE WITHOUT PAY
10	VACATION AND HOLIDAY SCHEDULES
11	EMPLOYMENT PROCEDURES
12	DISCIPLINE OR DISCHARGE FOR CAUSE
13	EMPLOYEE/ADMINISTRATION LIAISON COMMITTEE
14	SENIORITY AND JOB SECURITY
15	INSURANCE COVERAGE
16	TRANSFERS AND REASSIGNMENTS
17	PROTECTION OF EMPLOYEES
18	TERMS OF EMPLOYMENT
19	MISCELLANEOUS PROVISIONS
20	DURATION OF AGREEMENT

SCHEDULES

EMPLOYEE SALARY/WAGE RATE SCHEDULES

Agreement Between the
Pleasantville Supportive Staff Association
and the
Board of Education of Pleasantville

ARTICLE I

RECOGNITION

- A. In accordance with and to the extent required by Chapter 123, Public Laws of New Jersey, 1974, the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time personnel, herein defined as working four (4) or more scheduled hours per day on a ten (10)- or twelve (12)- month basis, under contract or on approved leave including:

Food Service Personnel
Custodial - Maintenance Personnel
Custodians
Secretarial and/or Clerical Personnel

but excluding all others not listed above and:

The Secretary to the Superintendent of Schools
The Secretary to the Assistant Superintendent of Schools
The Bookkeeper to the Business Manager
The Assistant Bookkeepers to the Business Manager
The Confidential Clerk

- B. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.
- C. Future hires in the Central Office shall not automatically be precluded from the unit by virtue of location.

ARTICLE 2

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and Association, and be adopted by both parties.
- B. During negotiations, the Board and Association shall present relevant data, exchange points of view and make proposals and counterproposals. Prior to such negotiations, the Board shall make available to the Association for inspection a list of employees, their salary and insurance coverage.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations subject to final approval of the Association's membership and the Pleasantville Board of Education.
- D. All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities and the Board can mutually agree.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim or complaint by a member of the Supportive Staff or the Association based upon an alleged misinterpretation or misapplication of this Agreement, administrative decision or policies of the Board of Education related to terms and conditions of employment. Non-reappointment of nontenured members of the Supportive Staff will not be a subject of grievance.

B. Purposes

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise concerning these terms of employment as set forth herein. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement; however, the Association shall be given the opportunity to be present at each formal level of the grievance procedure and may state its views at such times.

C. Procedure

1. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
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 could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible.

3. Informal Discussion

An employee with a grievance shall first discuss the issue with his directing supervisor within five calendar days after the employee knew or could have known of the event which caused the grievance. The response of the directing supervisor shall not prejudice the position of school officials at any subsequent step of this grievance procedure.

4. Level One (Formal)

An employee with a grievance shall first discuss it with the principal or his designee with the objective of resolving the matter formally. All grievances must be initiated at this level within ten (10) calendar days after the employee or employees knew or should have known of the grievance. To clearly identify the grievance at this level, the employee must identify the issue in writing stating the section of the Agreement violated and the remedy sought.

5. Level Two (Formal)

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) calendar days after presentation of the grievance, he may file the grievance in writing with the Superintendent of Schools within ten (10) calendar days after the decision at Level One.

6. Level Three (Formal)

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to the Superintendent, he may within five (5) calendar days thereafter, request in writing that his grievance be reviewed by the Board of Education. The Board or a committee thereof shall review his case; shall hold a hearing with the employee, if requested by the employee; and shall render a decision in writing within twenty-one (21) calendar days of receipt of the grievance, or ten (10) calendar days of the hearing, whichever is later. Copies of the decision of the Board of Education shall be sent to the aggrieved, to the Superintendent, Principal, supervisor and Association.

7. The decision of the Board shall be considered final and binding concerning the matter grieved unless the grievant appeals within thirty (30) calendar days for arbitration in accordance with the rules of the American Arbitration Association. The arbitrator so appointed shall give his written response to both parties and such ruling shall be advisory.

8. Unless directed otherwise by the Board or its designee, all meetings shall take place outside of scheduled working hours.

9. Each employee shall continue performing his assigned job function notwithstanding the pendency of any grievance.

ARTICLE 4

RIGHTS AND PRIVILEGES OF THE PARTIES

A. Whenever any representative of the Association or any employee is scheduled by the Board to participate during working hours in grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

B. Representatives of the Association, and the New Jersey Education Association shall be permitted entry to school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations, and permission is secured immediately upon entry from the administrator in charge.

- C. It is specifically understood that the Board reserves unto itself all rights and powers not expressly specified herein, as authorized by New Jersey Statutes or other applicable laws and legislation.

- D. Use of School Buildings

The Association and its representatives shall be granted the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified by the Association representative in advance of the time and place of all such meetings. This privilege is contingent on the building not being previously scheduled for another group in accordance with present standard District policy.

- E. Use of School Equipment

The Association shall be granted the privilege to use the school equipment, when application is made on appropriate form, typewriters, mimeographing machines, and other duplicating machines at reasonable times, when such equipment is not otherwise in use. 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. Processing of applications for such use is to be on forms provided by the School District.

- F. The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

ARTICLE 5

EMPLOYEE RIGHTS AND PRIVILEGES

- A. No employee shall be disciplined, discharged, or denied any benefit of this Agreement without just cause.
- B. Whenever any employee is required to appear before the Board or any committee thereof concerning a matter of discipline or discharge or his salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such hearing and shall be entitled to have a representative of the Association present to advise him and represent him. Such hearing shall not be in public session.
- C. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations for the duration of this Agreement.
- D. Nothing above presumes that a disciplined employee will necessarily be suspended without pay.

ARTICLE 6

SALARY SCHEDULES

- A. Salary and/or wage rates shall be attached to this Agreement as appendices.

ARTICLE 7

SICK LEAVE

- A. All employees shall be entitled to ten (10) days leave for illness. Twelve (12)- month employees shall be entitled to twelve (12) days leave for illness; such sick leave shall be earned pro rata for each month of eligible service.
- B. Unused sick days shall accumulate from year to year. By October 30th, each employee shall receive a written accounting of any sick leave accumulated through the prior June 30th period.
- C. It is understood that each employee is expected to be in regular attendance at his appointed job function.
- D. The Board shall continue to provide Workman's Compensation Insurance for each employee for the duration of this Agreement. Payment of sick leave for service connected disability shall be in accordance with and to the extent required by Title 18A: 30-2.1. Any job related injury shall be reported to the administration as soon as possible by the employee concerned.

ARTICLE 8

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

As of the beginning of the 1976-77 school year, employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each year:

1. Leave without loss of pay not to exceed a total of five (5) days per year may be granted by the Superintendent of Schools for the following reasons:
 - (a) Illness in the immediate family;
 - (b) Death in the immediate family;
 - (c) Marriage in the immediate family

- (d) Required appearance in a court of law;
- (e) Religious holidays;
- (f) Quarantine.

Note: The above leave requires written request to be submitted to the Superintendent of Schools one (1) week prior to leave except in case of emergency. Immediate family shall be interpreted as: husband, wife, child, sister, brother, father, mother, or any other member of the family unit living in the same household no matter what degree of relationship.

- 2. Leave without loss of pay not to exceed a total of three (3) days per year may be granted by the Superintendent of Schools for the death of a mother-in-law, father-in-law, sister-in-law, or brother-in-law.

3. Temporary Military Leave

Time necessary for persons called into temporary active duty or any unit of the U. S. Reserves or the State National Guard shall be in accordance with applicable state or federal statutes. Each employee must attempt in writing to request this duty during non-working time. Such request must be made within ten (10) days of notification by the Military with a copy to the Superintendent of Schools.

- B. Leaves taken pursuant to the above temporary leaves shall be in addition to any sick leave to which an employee is entitled.

C. Return From Leave

An employee who is granted an extended leave of absence by the Board shall not receive increment credit for time spent on a leave granted pursuant to any section of this Article, except as mandated by an applicable law.

ARTICLE 9

EXTENDED LEAVES OF ABSENCE WITHOUT PAY

A. Military

Military leave without pay shall be granted to any employee who is inducted in accordance with applicable state or federal statute in any branch of the armed forces of the United States.

B. Leave for Maternity Convenience

- 1. The Board of Education will grant Maternity Leave of Absence without pay to any pregnant regularly employed member who:

(a) Applies for leave within two weeks of confirmation of her pregnancy by her attending physician, stating the commencement date of such leave, and the expected date of her return;

(b) Supplies the administration with a statement in writing by her attending physician, attesting to her ability to perform duties satisfactorily;

(c) Shall be granted that leave at any time after sixty (60) days from her application, and before the expected date of birth, and continuing to a specific date after birth set forth on her application which shall not be more than sixty (60) days after delivery;

(d) At least sixty (60) days prior to the return date specified by the employee in her application, confirms to the Board that she will return on that date or apply for an extension for reasons associated with the pregnancy or birth relating to her physical or mental condition, and certification of such condition and need by her attending physician;

(e1) Supplies to the administration prior to return to duty a statement in writing by her attending physician attesting to her ability to resume her duties satisfactorily;

(e2) It is understood that a Leave of Absence for Maternity need not be extended to a nontenured employee beyond the end of the contract year in which that leave is obtained nor will return to work or subsequent contract be denied because of pregnancy per se or a related postpartum medical reason;

(e3) Judgment of the Board concerning rehire shall not be denied on the basis of pregnancy per se, nor does pregnancy presume the necessity of continuing any job categories or positions.

C. Benefits

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be frozen but shall be restored to him upon his return. Such employees shall be returned to the same, or a similar classification, if such exists.

D. Extensions and Renewals

Application for extension of leaves shall be applied for in writing.

E. Additional Leaves

Additional leaves for good and sufficient cause may be granted by the Board. A request for leave shall not be capriciously denied.

ARTICLE 10

VACATION AND HOLIDAY SCHEDULES

A. Scheduled Holidays for Twelve-Month Employees

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. General Election
8. Veteran's Day
9. Thanksgiving Day
10. Friday After Thanksgiving
11. Christmas Day
12. President's Day

Note: The above holidays shall be effective for the July 1, 1976 through June 30, 1977 work year. Holidays for the balance of the 1975-76 work year shall be in accordance with the adopted school calendar.

B. Scheduled Vacation for Twelve-Month Employees

The following vacation time, with pay, shall be allotted to twelve (12)-month contract employees:

1. Up to one (1) year of completed service: five (5) days to be earned pro rata.
2. Over one (1) year of completed service: ten (10) days to be earned pro rata.
3. Over ten (10) years of completed service: fifteen (15) days to be earned pro rata.

C. Earned vacation shall be paid according to the proportion of full months worked to the total contract year.

ARTICLE 11

EMPLOYMENT PROCEDURES

A. Placement on Schedule

Each employee shall be placed on his proper step of the salary/wage rate schedule as of the beginning of the contract. Any employee employed prior to January 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

Note: Some employees have been designated assigned step placement.

B. Resignation

An employee who is resigning from his position shall give the normal sixty (60) day notice in writing.

C. Notification of Contract and Salary

All employees contracted for a fixed time period shall be notified of their contract and salary status for the ensuing year no later than April 30th, unless hired between May 1 and June 30.

D. Assigned Duties

Each employee is expected to perform assigned job responsibilities for which he is employed in a consistent and competent matter.

ARTICLE 12

DISCIPLINE OR DISCHARGE FOR CAUSE

- A. Employees shall not suffer loss of pay, be disciplined, or discharged without just cause.

ARTICLE 13

EMPLOYEE/ADMINISTRATION LIAISON COMMITTEE

- A. Three representatives for the Board and three representatives for the Association may meet for the purpose of resolving problems that may arise. These meetings are not intended to bypass the grievance procedure and shall, if required, be initiated in writing by either party and shall take place once during October and March.
- B. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
- C. All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities and when mutually convenient to both parties.
- D. It is understood that the above meetings are not intended for negotiations.

ARTICLE 14

SENIORITY AND JOB SECURITY

- A. School District seniority is defined as service by appointed employees in the School District within the collective bargaining unit covered by this Agreement.
- B. In the event of reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be released in the inverse order of seniority of the employees within each job category at such location, except that those classifications in accordance with and to the extent required by Title 18A shall be processed per statutory mandate.
- C. In the event of layoff at a work location, an employee shall be informed of any vacancy in any other work location in his classification for the purpose of giving him an opportunity to apply for such vacancy. If he requests appointment to such vacancy, he shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he shall be assigned to the vacancy designated by the Board. A layoff is not to mean the same as lack of contract offer to nontenured employees, nor is this section meant to limit the Board's right to transfer employees temporarily or permanently.
- D. In the event that within five (5) months from the date of his layoff a vacancy occurs in the classification of his last appointment, a laid-off employee shall be entitled to recall thereto in the order of his seniority, provided he reports to work within twenty-four (24) hours of recall.
- E. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested, or by telegram. If he fails to reply or if he indicates that he does not desire to return to such work, he shall be considered as terminated for cause.
- F. Seniority shall not be accumulated during the period of layoff. Upon recall the appointed employee shall have credited his accumulated seniority to the date of layoff.

ARTICLE 15

INSURANCE COVERAGE

A. Insurance Coverage

For employees who join the insurance protection plans offered by the Board and remain in the employ of the Board for the full year, the Board shall make payment of insurance premiums to provide yearly insurance coverage for all employees in the unit. Application and insurance coverage shall be in accordance with the master plan of the Board's policy.

B. Description to Employees

The Board shall request each employee be provided by the carrier a description of the health-care insurance coverage provided under this Article, no later than May 30, 1976 which shall include a clear description of conditions and limits of coverage.

- C. The Board of Education will assume for those employees eligible and participating, cost of premium payments for employees and their dependents for coverage under the present Blue Cross-Blue Shield, Rider J, and Major Medical plan.
- D. It is specifically understood that members of the same family under the Pleasantville Board of Education's employ are not entitled to separate insurance coverage.

ARTICLE 16

TRANSFERS AND REASSIGNMENTS

- A. Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than April 30th and will be considered by the Administration when new openings occur.
- B. An employee being transferred or reassigned shall be placed only in a similar position which does not involve reduction in total compensation.

ARTICLE 17

PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions which substantially and detrimentally endanger their health or safety.
- B. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved.

ARTICLE 18

TERMS OF EMPLOYMENT

A. Call-In Time

Employees called back to work at hours other than those incorporating a regular work shift shall be guaranteed a two (2) hour minimum as compensation.

B. Custodial Saturday Work

If a custodian is required to work on a Saturday, then he shall be notified by Wednesday of the same week and be given Thursday or Friday as compensatory time in lieu of Saturday. If more than one (1) custodian is assigned to a particular building, reasonable effort will be made to rotate Saturday work requirements among such custodians.

C. Work in a Higher Pay Category

An employee who is assigned to work in a higher pay category for four (4) or five (5) days per month shall receive a full week's pay as if five (5) of the working days were worked in the category. No additional paid differential shall be paid for the sixth or seventh day per month of such work, but an eighth, ninth, or tenth day of work in such higher pay category shall be compensated at the higher pay rate as if ten (10) of the days worked were in the higher category. It is understood that the above system "washes out" and begins anew at the start of each calendar month for each employee.

D. Work Schedules

1. Twelve (12)-month secretaries: eight (8) hours including a forty-five (45) minute scheduled lunch.
2. Ten (10)-month secretaries: eight (8) hours including a forty-five (45) minute scheduled lunch.
3. Maintenance workers: seven and one-half (7½) hours exclusive of a thirty (30) minute scheduled lunch.
- 4.(a) Day Custodians: eight (8) hours exclusive of a thirty (30) minute scheduled lunch.

(b) Night Custodians: eight (8) hours inclusive of a sixty (60) minute scheduled lunch. This inclusive lunch is a night differential compensation.
5. Aides: seven (7) hours including a forty-five (45) minute scheduled lunch.
6. Cafeteria Workers: net work hours as scheduled.

Notes:

1. Employees scheduled less net hours in the above categories shall receive pro rata net pay compensation.
2. Ten (10) and Twelve (12)-month secretaries shall not be scheduled during the Christmas and spring academic recesses.

ARTICLE 19

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Association agree that in accordance with statute there shall continue to be no discrimination, and that all practices, procedures, and policies of the school system shall continue to exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or domicile. The Board will not deny employment on the basis of marriage per se.

B. Totality

This Agreement incorporates the total understanding of the Board and Association for all matters negotiated.

C. Separability

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

D. 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 language inconsistent, this Agreement for its duration shall be controlling.

E. 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 of this bargaining unit within ninety (90) days of execution. It shall be the responsibility of the Association to distribute the copies.

ARTICLE 20

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of March 1, 1976, and shall continue in effect until June 30, 1977, subject only to the Association's right to negotiate a subsequent contract.

B. Status of Incorporation

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its seal to be placed hereon, all on the day and year written below.

Pleasantville Supportive Staff
Association

By: Walter L. Hilton
President

By: Frank Boesche
Secretary

Pleasantville Board of Education

By: John J. ...
President

By: Henry ...
Secretary

Date of Signing: February 27, 1976

MAINTENANCE

Step	Years in District	74-75	75-76	76-77
1	0			7700
2	1	7450		7900
3	2			8100
4	3	7550		8300
5	4			8500
6	5	7550		8700
7	6	7550		8900
8	7			9100

CUSTODIANS

<u>Step</u>	<u>Years in District</u>	<u>74-75</u>	<u>75-76</u>	<u>76-77</u>
1	0			5250
2	1			5450
3	2			5650
4	3			5850
5	4			6050
6	5			6250
7	6+			6450

NOTE: Longevity - Additional \$400 for 10 years in district

Additional \$400 for 15 years in district

Additional \$400 for 20 years in district

SECRETARIES - 12 MONTH

<u>Step</u>	<u>Years In District</u>	<u>74-75</u>	<u>75-76</u>	<u>76-77</u>
1	0			4700
2	1			4900
3	2			5100
4	3			5300
5	4			5500
6	5+			5700

NOTE: \$700 longevity for 15 years in district - consider Evelyn DeLaurentis as having 15 years in 76-77

Also - Additional \$175 per annum for bookkeepers

SECRETARIES - 10 MONTH

<u>Step</u>	<u>Years In District</u>	<u>74-75</u>	<u>75-76</u>	<u>76-77</u>
1	0			3675
2	1			3875
3	2			4075
4	3			4275
5	4			4475
6	5			4675
7	6			4875
8	7			5075
9	8+			5275

NOTE: \$500 longevity for 15 years service in Pleasantville

Additional \$175 per annum for bookkeeper

AIDES

<u>Step</u>	<u>Years In District</u>	<u>74-75</u>	<u>75-76</u>	<u>76-77</u>
1	0			2700
2	1			2900
3	2			3100
4	3			3300
5	4			3500
6	5			3700
7	6			3900
8	7+			4100

NOTE: For purpose of setting salary scale for aides Claire
Mielchen will be considered on step 6 of scale for 76-77.

CAFETERIA

<u>Step</u>	<u>Years In District</u>	<u>74-75</u>	<u>75-76</u>	<u>76-77</u>
				Hourly
1	0			2.30
2	1			2.35
3	2			2.40
4	3			2.45
5	4			2.50
6	5+			2.55

Note: Additional \$.25 per hour for cook-managers

Additional \$.15 per hour for cook-bakers

Additional \$.10 per hour for cashier-stewards

Also - Additional \$.45 per hour for cook-manager at high school
because of increased responsibility and extra duty

Effective 9-1-76 the following differentials shall be paid in addition
to the basic rate:

High School Cook-Manager	.50 per hour
Cook-Managers	.30 per hour
Cook-Bakers	.20 per hour
Cashier-Stewards	.15 per hour

\$200 for longevity in Pleasantville shall be paid.