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# AGREEMENT BETWEEN THE

# PLEASANTVILLE SUPPORTIVE STAFF ASSOCIATION

AND THE

PLEASANTVILLE BOARD OF EDUCATION (Employer)

 $\chi$  Effective July 1, 1984 - 1987

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### Agreement Between the

Pleasantville Supportive Staff Association

and the

Board of Education of City of Pleasantville

#### ARTICLE 1

### 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, 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
Aides
Secretarial and/or Clerical Personnel
Student Relations Assistant

but excluding all others not listed above and:

The Superintendent's Executive Secretary

The Executive Secretary to the Assistant Superintendent

The Personnel Secretary

The Administrative Assistant to the Business Manager

The Bookkeepers to the Business Manager

The Confidential Clerk

The Data Processing Personnel

- B. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, 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.

### 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 no later than October 1st of the calendar year preceding the calendar year in which the 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 counter proposals. 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.

### 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 and administrative decisions or policies of the Board of Education related to terms and conditions of employment. Non-reappointment of non-tenured members of the Supportive Staff is grievable only as far as the Board of Education level.

## 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 therein. Both parties agree that these procedures 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 time.

#### C. Procedure

- 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 ten (10) 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.

## 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 ten (10) school 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 receipts 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, 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 binding.
- 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.

## 10. Level Four (Arbitration)

#### a. Procedure

The following procedures shall be used to secure the services of an arbitrator:

- 1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- 2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.
- 3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.

#### b. Limits of Arbitration

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor substract anything from, the Agreement between the parties or by policy of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement which is at issue. His recommendations on such an interpretation shall be binding.

## D. Rights of the Board

- 1. Acknowledging binding arbitration as the means of resolution for any dispute arising under the terms of this Agreement, the Association and all employees shall not cause, engage in or sanction any strike, slowdown or other concerted action for the duration of this Agreement because of any dispute or disagreement between the school district or its representatives, or any and all employees or between any other persons or other employees or organizations who are not signatory parties to this Agreement.
- 2. The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by state law and the terms of this Agreement.

3. The Association agrees and recognizes that the Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rules of the State Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by state law and language of this Agreement.

## E. Rights of Employees to Representation

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by the Association or by a representative selected or approved by the Association.
- When an employee represents himself in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or at any later level be notified by the Superintendent that the grievance is in existence and shall be notified of the results.
- Both parties to this Agreement shall not take any reprisal(s)
  against any party in interest for his participation in this grievance procedure.

### F. Cost for Arbitration

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

### G. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

### H. Group Grievance

If, in the judgement of the Association, a grievance affects a group of employees from more than one school, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level 2.

### I. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall be kept in the personnel file of any of the participants.

## J. Forms for Grievance

Forms for filing grievance shall be available in each school building's administrative office.

#### 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.

## 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 thereof, 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 Laws or other applicable laws and regulations for the duration of this Agreement.
- D. Nothing above resumes 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.
- B. Although the initial placement on the salary guide resides solely with the Board of Education, no employee will be given credit on the salary guide beyond the experience level gained in like or similar positions.
- C. Paydays shall be every other Friday except when said dates fall on a holiday, then employees shall be paid on the last working day.

#### 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.
- E. Employees shall be compensated for unused sick days when they retire from the district according to the following formula:
  - 7/1/84 6/30/85 -- Employees with a minimum of fifteen (15) years in the district will be compensated for accumulated sick leave days in excess of one hundred (100) days at the rate of \$20.00 per day.
  - 7/1/85 6/30/86 -- Employees with a minimum of thirteen (13) years in the district will be compensated for unused days in excess of ninety (90) days at the rate of \$23.00 per day.
  - 7/1/86 6/30/87 -- Employees with a minimum of ten (10) years in the district will be compensated for unused days in excess of eighty (80) days at the rate of \$25.00 per day.

## 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 nonaccumulated leaves of absence with full pay each year:

- 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

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 United States Reserves or the New Jersey State National Guard shall be in accordance with applicable State of 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.

- 4. Nothing herein precludes opportunity to request of the Superintendent (or his designee) use of a personal leave day for a reason other than those specified above, however, approval or denial rests solely with the Superintendent and such decision on the request is not grievable.
- 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. Child Rearing Leave

- 1. The Board of Education will grant child rearing leave of absence without pay to any full-time employee whose child is less than ninety (90) days of age at the time of leave commencement.
- 2. The employee must apply in writing for such leave to the Superintendent or designee at least thirty (30) days prior to commencement.
- It is understood that a leave of absence for child rearing leave is not to be extended to a nontenured employee beyond the end of the contract year in which the leave is obtained.
- 4. Child rearing leave of absence shall be for no longer than one (1) year at a time and a maximum leave shall be for no longer than three (3) consecutive years. Written application to extend such leave of absence from year to year until the maximum leave is granted shall be made per paragraph five (5) below.
- 5. An employee on child rearing leave may return to work at the beginning of a new regular work year provided notice of the return is given the preceding April 1st, or notice may be given August 1st if return is for January 1st. No employee may leave for and return from child rearing leave during the same work year. (However, if it is mutually agreeable, this requirement may be waived, but the issue shall not be grievable.) Any request for return to work must be made in writing to the Superintendent of Schools or designee.
- 6. Any tenured employee adopting an infant child less than five (5) years of age shall receive such leave without pay commencing upon receiving de facto custody of said infant; also, such leave shall be in accordance with the child rearing leave's procedural requirements.

7. In order to be eligible for incremental gain upon return to duty, the employee must have worked no less than one-half  $\binom{1}{2}$  of the work year prior to commencing on child rearing leave.

## 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.

F. Any employee approved for an extended leave without pay must prepay three (3) full months of the group rate for insurance in advance of the time of the leave's commencement. Should the employee thereafter fail to pay in advance quarterly, the individual's participation will then terminate immediately in the employer's master plan. Within thirty (30) days of such termination, the employee will be notified; however, lack of such notification is not subject to grievance procedure.

## Vacation and Holiday Schedules

## A. Scheduled Holidays for Twelve (12) 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
- Friday after Thanksgiving
- 11. Christmas Day
- 12. President's Day
- 13. Good Friday
  - Note: 1. If day off is unable to be given as the holiday(s) stipulated, then a compensatory day will be mutually agreed upon by the Superintendent and President of the Association.
    - Ten (10) and twelve (12) month secretaries shall not be scheduled during the Christmas and Spring academic recesses.
    - 3. The last work day before Christmas for all twelve (12) month custodian and maintenance personnel shall be of four (4) hours duration excluding lunch/dinner.

## B. Scheduled Vacation for Twelve (12) 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.
- 4. Over fifteen (15) years of completed service: twenty (20) 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.

## 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

Any 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.

## Employee/Administration Liaison Committee

- A. Three (3) representatives for the Board and three (3) 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 be initiated in writing by either party and shall take place once during October and March, [if needed].
- 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.

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## 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 laidoff 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.

### Insurance Coverage

#### A. Insurance Coverage

For employees who join the insurance protection plans offered by the Board 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 that 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 fourteen/twenty Blue Cross/Blue Shield, Rider J. and Major Medical Plan.
- D. The Board shall provide a \$1.00 Co-Pay family prescription plan.
- E. The District's dental insurance plan shall be provided to all unit members as soon as possible at a maximum cost to the Board of one-half (%) the current family rate with the balance deducted from employee's salary.
- F. 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.
- G. Any employee who officially retires while in the employment of the Pleasantville Public Schools from the New Jersey Teachers Pension and Annuity Fund or the New Jersey Public Employees Retirement System may purchase health insurance from the School District by prepaying the group rate for the insurance three (3) full months in advance. Should the employee thereafter fail to pay in advance on a quarterly basis, participation and/or family participation will terminate immediately from the employer's master plan. Within thirty (30) days of such termination, the employee will be notified after which the Board of Education will have no responsibility or liability for any expenses incurred for health related reasons that are normally covered by the health insurance program.

Note: This article will be reopened in the 1985-86 contract year and in the 1986-87 contract year.

## 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 request 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.
- C. No later than May 15 of each year, the Board shall cause to be posted a list of open positions in the bargaining unit anticipated for the following work year. (Nothing herein precludes applying prior to the list being posted.) It is expressly understood by the parties to this Agreement that the Board reserves sole right of selection and appointment of personnel.
- D. Whenever an employee is involuntarily reassigned, then he/she shall be given the opportunity to meet with the Superintendent or his designee to discuss the reassignment. Whenever possible, such meeting shall be held prior to the proposed reassignment.

### 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 immediately be 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.

### 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

- Whenever an employee works five (5) or more consecutive days in a higher job classification, then he/she shall receive compensation at the higher rate for all days worked at the higher pay category.
- 2. Aides who are also certified as substitute or fully-certified teachers shall be eligible for appointment as substitute teachers at the Board approved rate of pay, instead of the aide salary, for the day of the assignment as a substitute should a regular substitute be unavailable for class. Such determination shall be made by the Superintendent or his designee, and the staff member shall serve wherever required. This provision shall be operable after the first three (3) hours of the assignment.

### 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.

Note for items 1 - 6: Employees scheduled less net hours in the above categories shall receive pro rata net pay compensation.

7. School secretaries shall report to work at regular time, upon direction of his/her immediate superior, on snow or emergency days when school would normally be in session but closed due to these emergency conditions. Such twelve (12) month personnel shall receive an additional \$50.00 per day on such days required to report to work providing he/she works a minimum of five (5) hours. Ten (10) month employees shall be entitled to these service provisions guaranteed twelve (12) month employees and receive an additional day of pay or compensatory time, at the Board's discretion, calculated on a straight time basis.

### E. Overtime Provisions

Cafeteria, custodian and maintenance employees shall receive one and one-half ( $1\frac{1}{2}$ ) times regular salary for any time worked beyond the normal work day on those days where there is a shortage of personnel due to the unavailability of substitutes. Notice to work overtime will be issued by the supervisor and may not be taken without his/her authority.

### ARTICLE 19

## Employee Growth and Development

- A. Members of this unit may apply for reimbursement for college level training or other job-related courses that would best enable them to meet their current duties or to advance to another position in the District. The Board shall reimburse upon recommendation of the Superintendent the amount it deems appropriate for courses in which the employee has received a minimum of a "B" in a graduate course, a "C" in an undergraduate course or for training when the employee can demonstrate his/her proficiency.
- B. Employees may be granted the opportunity to attend conferences workshops or other job-related programs with pay or without pay at the discretion of the Superintendent of Schools.
- C. The Board may provide inservice programs to promote employee growth and development, improve health and safety and/or to improve employee efficiency and proficiency.

### 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. <u>Totality</u>

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

#### E. Printing Ageement

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.

#### F. Credit Union

Employees may individually elect to have a percentage of their pay automatically deducted and deposited in the Atlantic Burlington Credit Organization (A.B.C.O.).

G. Employees who are required to use their personal automobiles in the course of their employment shall be compensated at the I.R.S. reimbursement rate in existence on June 1st of each year of the contract and shall apply for the subsequent July 1st through June 30th.

## Supportive Staff Evaluation

A. All 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.

Upon request an employee shall be given a copy of any observation or evaluation report prepared by his/her evaluator at least one (1) work-day before any conference to discuss it.

- B. An employee shall have the right, upon request and reasonable notice, to review the contents of his/her personnel file in the presence of a disinterested school official.
- C. An employee shall be given a copy of any derogatory material which is placed in his/her files. The employee shall have the right to attach a statement within ten (10) school days of receiving a copy of such material.

### ARTICLE 22

### Agency Shop

A. The Board shall provide an agency shop provision in an amount equal to 85 percent of the designated Association dues. The Association agrees to "save harmless" the Board of any claims arising out of this provision.

## Duration of Agreement

## A. Duration Period

The duration of this contract shall be for three (3) years from July 1, 1984, through June 30, 1987, for all items except insurances which shall be reopened for the second and third contract year and three (3) non-economic articles which may be reopened for negotiations by either the Board or the association for the third year of this 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	
<u>fauline</u> L. Laulian. President	Date <u>/-8-85</u>
President	
Margaret A. Ford	Date <u>/-8-85</u>
Secretary	
PLEASANTVILLE BOARD OF EDUCATION	
. /	
Donothy F. Johnston	Date
President	
Vlomer & Byer	Date 1-16-85
Secretary	<del></del>

# Cafeteria Cashier

Step	Years in District	1984-85	1985-86	1986-87
1	0	\$5,555.76		
2	1	5,634.72		
3	2	5,743.92		
4	3	5,831.28		
5	4	5,907.72		
6	5	6,006.00		
7	. 6	6,082.44		
8	7	6,180.72		
9	8	6,246.24		
10	9	6,333.60		
11	10	6,410.04		
12	11	6,497.40		
13	12	6,584.76		
14	13	6,661.20		

1984-85	Additional \$ Additional \$ Additional \$	440.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1985-86		835.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1986-87	Additional \$	835.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district

# Cafeteria Cook/Baker

Step	Years in District	1984-85	1985-86	1986-87
1	0	\$6,030.57		
2	1	6,116.04		
3	2	6,234.48		
4	3	6,328.98		
5	4	6,411.93		
6	5	6,518.40		
7	6	6,601.14		
8	7	6,707.61		
9	8	6,778.59		
10	9	6,873.30		
11	10	6,956.04		
12	11	7,050.75		
13	12	7,145.25		
14	13	7,228.20		

1984-85	Additional \$ Additional \$ Additional \$	440.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1985-86		835.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1986-87	Additional \$	835.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district

# Cafeteria Manager/Elementary Schools

Step	Years in District	1984-85	1985-86	1986-87
1	0	\$6,409.20		
2	1	6,494.67		
3	2	6,612.90		
4	3	6,707.61	,	
5	4	6,790.35		
6	5	6,896.82		
7	6	6,979.77		
8	7	7,086.24		
9	8	7,157.22		
10	9	7,251.72		
11	10	7,334.67		
12	11	7,429.17		
13	12	7,523.88		
14	13	7,606.62		

1984-85	Additional \$ Additional \$ Additional \$	440.00 fo	r ten (10) years in district r fifteen (15) years in district r twenty (20) years in district
1985-86	Additional \$ Additional \$ Additional \$	835.00 fo	r ten (10) years in district r fifteen (15) years in district r twenty (20) years in district
1986-87	Additional \$	835.00 fo	r ten (10) years in district r fifteen (15) years in district r twenty (20) years in distruct

# Cafeteria Manager/High School

Step	Years in District	1984-85	1985-86	1986-87
1	0	\$6,799.59		
2	1	6,885.06		
3	2	7,003.29		
4	3	7,098.00		
5	4	7,180.74		
6	5	7,287.21		
7	6	7,370.16		
8	7	7,476.63		
9	8	7,547.61		
10	9	7,642.11		
11	. 10	7,725.06		
12	11	7,819.56		
13	12	7,914.27		
14	13	7,997.01		

1984-85	Additional \$ Additional \$ Additional \$	440.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1985-86	•	835.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1986-87	Additional \$	835.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district

# Cafeteria Truck Driver

Step	Years in District	1984-85	1985-86	1986-87
1	0	\$5,864.88		
2	1	5,950.35		
3	2	6,068.79		
4	3	6,163.29		
5	4	6,246.24		
6	5	6,352.71		
7	6	6,435.45		
8	. 7	6,541.92		
9	8	6,612.90		
10	9	6,707.61		
11	10	6,790.35		
12	11	6,885.06		
13	12	6,979.56		
14	13	7,062.51		

1984-85	Additional \$ Additional \$ Additional \$	440.00 fo	r ten (10) years in district r fifteen (15) years in district r twenty (20) years in district
1985–86	Additional \$ Additional \$ Additional \$	835.00 fo	r ten (10) years in district r fifteen (15) years in district r twenty (20) years in district
1986-87	Additional \$	835.00 fo	r ten (10) years in district r fifteen (15) years in district r twenty (20) years in district

# Cafeteria Worker

Step	Years in District	1984-85	1985-86	1986-87
1	0	\$4,962.72		
2	1	5,034.96		
3	2	5,134.92		
4	3	5,215.14		
5	4	5,285.28		
6	5	5,375.37		
7	6	5,445.51		
8	7	5,535.60		
9	8	5,595.66		
10	9	5,675.67		
11 .	10	5,745.81		
12	11	5,825.82		
13	12	5,905.83		
14	13	5,975.97		

1984-85	Additional \$ Additional \$ Additional \$	440.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1985-86	Additional \$ Additional \$ Additional \$	835.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1986-87	Additional \$	835.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district

# <u>Aides</u>

Step	Years in District	198485	1985-86	1986-87
1	0	\$ 4,505	\$ 4,855	\$ 5,370
2	1	4,805	5,155	5,680
3	2	5,105	5,455	5,980
4	3	5,430	5,755	6,280
5	4	5,755	6,080	6,580
6	5	6,075	6,405	6,905
7	6	6,400	6,725	7,230
8	7	6,720	7,050	7,550
9	8 .	7,045	7,370	7,875
10	9	7,365	7,695	8,195
11	10	7,690	8,015	8,520
12	11	8,015	8,340	8,840
13	12	8,500	8,665	9,165
14	13	8,985	9,150	9,490
15	14		9,635	9,975
16	15			10,460

# Longevity

1984-85	Additional \$ Additional \$ Additional \$	560.00 f	or ten (10) years in district or fifteen (15) years in district or twenty (20) years in district
1985-86	Additional \$ Additional \$ Additional \$	835.00 f	or ten (10) years in district or fifteen (15) years in district or twenty (20) years in district
1986-87	Additional \$	835.00 f	or ten (10) years in district or fifteen (15) years in district or twenty (20) years in district

# Additional Stipend

Clerical Aide - \$600.00

# Custodians

Step	Years in District	1984-85	1985-86	1986-87
1	0	\$ 8,625	\$ 9,280	\$10,100
2	1	8,930	9,585	10,405
3	2	9,235	9,890	10,710
4	3	9,555	10,195	11,015
5	4	9,875	10,515	11,320
6	5	10,195	10,835	11,640
7	6	10,515	11,155	11,960
8	7	10,835	11,475	12,280
9	8	11,155	11,795	12,600
10	9	11,475	12,115	12,920
11	10	11,795	12,435	13,240
12	11	12,275	12,755	13,560
13	12	12,755	13,235	13,880
14	13	13,235	13,715	14,360
15	14		14,195	14,840
16	15			15,320

1984-85	Additional \$	880.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1985-86	Additional \$	880.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1986-87	Additional \$	880.00 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district

# Maintenance

Step	Years in District	1984-85	1985-86	1986-87
1	0	\$13,015	\$13,625	\$14,400
2	1	13,365	13,975	14,750
3	2	13,715	14,325	15,100
4	3	14,035	14,675	15,450
5	4	14,355	14,995	15,800
6	5	14,675	15,315	16,120
7	6	14,995	15,635	16,440
8	7	15,315	15,955	16,760
9	8	15,635	16,275	17,080
10	9	15,955	16,595	17,400
11	10	16,275	16,915	17,720
12	11	16,600	17,235	18,040
13	12	16,920	17,560	18,360
14	13	17,400	17,880	18,685
15	14	17,880	18,360	19,005
16	15			19,485

1984-85	Additional	\$1,155.00	for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1985-86	Additional	\$1,155.00	for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1986-87	Additional	\$1,155.00	for	ten (10) years in district fifteen (15) years in district twenty (20) years in district

Ten (10) Month Secretaries

Step	Years in District	1984-85	1985–86	1986-87
1	0	\$ 6,375	\$ 6,635	\$ 7,070
2	1	6,765	7,025	7,460
3	2	7,155	7,415	7,850
4	3	7,470	7,805	8,240
5	4	7,790	8,120	8,630
6	5	8,110	8,440	8,945
7	6	8,430	8,760	9,265
8	7	8,785	9,080	9,585
9	.8	9,070	9,435	9,905
10	9	9,390	9,720	10,260
11	10	9,710	10,040	10,545
12	11	10,030	10,360	10,865
13	12	10,355	10,680	11,185
14	13	10,830	11,005	11,505
15	14	11,310	11,480	11,830
16	15		11,960	12,305
17	16			12,785

# Longevity

1984 <b>-</b> 85	Additional	\$ 665.00	for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1985-86	Additional	\$ 835.00	for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1986-87	Additional	\$ 835.00	for	ten (10) years in district fifteen (15) years in district twenty (20) years in district

# Additional Stipends

High School Principal	-	\$1,500
Elementary Principals	-	1,000
Directors/Supervisors	_	1,000

# Twelve (12) Month Secretaries

Step	Years in District	1984-85	1985-86	1986-87
1	0	\$ 8,285	\$ 8,865	\$ 9,610
2	1	8,665	9,245	9,990
3	2	9,045	9,625	10,370
4	3	9,370	10,005	10,750
5	4	9,690	10,330	11,130
6	5	10,010	10,650	11,455
7	6	10,330	10,970	11,775
8	7	10,650	11,290	12,095
9	8	10,975	11,610	12,415
10	9	11,295	11,935	12,735
11	10	11,610	12,255	13,060
12	11	12,095	12,570	13,380
13	12	12,575	13,055	13,695
14	13		13,535	14,180
15	14			14,660

# Longevity

1984-85	Additional	\$ 795.00	for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1985-86	Additional	\$ 835.00	for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1986-87	Additional	\$ 835.00	for	ten (10) years in district fifteen (15) years in district twenty (20) years in district

# Additional Stipends

High School Principal	-	\$1,800
Elementary Principals	-	1., 200
Directors/Supervisors	_	1,200

# Student Relations Assistant

Step	Years in District	1984-85	1985 <b>-</b> 86	1986-87
1	0	\$ 8,435	\$ 8,655	\$ 9,050
2	1	8,865	9,085	9,480
3	2	9,295	9,515	9,910
4	3	9,745	9,945	10,340
5	4	10,195	10,395	10,770
6	5	10,645	10,845	11,220
7	6	11,090	11,295	11,670
8	7	11,540	11,740	12,120
9	8	11,990	12,190	12,565
10	9	12,510	12,640	13,015
11	10	12,885	13,160	13,465
12	11		13,535	13,985
13	12			14,360

1984-85	Additional \$ .835.0	0 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1985-86	Additional \$ 835.0	0 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district
1986-87	Additional \$ 835.0	0 for	ten (10) years in district fifteen (15) years in district twenty (20) years in district