

AGREEMENT BETWEEN
THE PITTSBORO DISTRICT OPERATION
SUPPORT STAFF ASSOCIATION

AND

THE PITTSBORO TOWNSHIP BOARD OF
EDUCATION

JULY 1, 2018 – JUNE 30, 2021

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PREAMBLE

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

This agreement shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2021, subject to the Association's right to negotiate over a successor agreement, as provided herein.

ARTICLE I

RECOGNITION

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

Included: BOSS Group
 Shared Service Assistant Business Administrator
 District Accountant
 Maintenance Supervisor
 Data Administrator
 Human Resources Administrator
 Security Supervisor
 Transportation Supervisor
 Technology Supervisor

CENTRAL SUPPORT Group
 Central Office Secretaries
 Administrative Assistant to Chief Academic Officer
 Bookkeeper
 Technology Specialist
 Technology Assistant

A. Definitions Used in This Agreement

1. The term "Board" shall mean the Pittsgrove Township Board of Education or its designated representatives.
2. The term "Association" shall mean the District Operation Support Staff Association.
3. The term "school" shall mean any work location.

4. Singular terms used in this Agreement shall include the plural, masculine shall include the feminine; the feminine shall include the masculine.
5. The term “employees” refers to those who are members of the captioned group listed with the titled Article.

ARTICLE II

NEGOTIATION PROCEDURES – (All Employees)

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with *NJSA 34: 13A et Seq.*, in good faith effort to reach agreement on all mandatory matters concerning the terms and conditions of employment of the Association personnel. Negotiations shall begin in a timely fashion.
- B. Modification - Understanding of Parties. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Should it be necessary for an employee to participate during working hours in mutually scheduled negotiations, he/she shall suffer no loss in pay.

ARTICLE III

EMPLOYEES RIGHTS – (All Employees)

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

ARTICLE IV

ASSOCIATION RIGHTS - (All Employees)

- A. The Board agrees to furnish to the Association, through its representative, any public information that is requested, in accordance with Board policy.
- B. Nothing contained herein shall be construed to deny or restrict the Board with respect to its powers, rights, authority, duties, and responsibilities under R.S. 18A, R.S. 40 or 40A, or any other national, state, county, or local laws or ordinance.
- C. The Association President or the President's designee shall be permitted to visit other school buildings or employee work locations on Association business provided that both the President (designee) and the person(s) to be visited are off duty. There shall be no interruption of assigned duties.
- D. The Association shall have the privilege of using meeting rooms, school facilities and equipment, and interschool mail facilities in accordance with Board policies and

procedures. Permission for usage shall be obtained in accordance with Board/Administrative policy.

- E. The Association shall have the right to either place a bulletin board or use a portion of a bulletin board in each work location for the posting of Association notices. The size and location of the bulletin boards shall be mutually agreeable. All posted material shall bear either the Association's name, logo, or signature.
- F. The rights granted herein shall be granted exclusively to the Pittsgrove District Operation Support Staff Association.

ARTICLE V

BOARD RIGHTS & PRIVILEGES

The Board hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the Associated States, including the following rights:

1. To the executive management and administrative control of the Pittsgrove School district and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take over disciplinary action for good and just cause according to law;
4. To relieve employees from duties because of insufficient enrollment, or other reason deemed appropriate by the Board.
5. To take whatever actions may be necessary to carry out the program and objectives of the Board in situations of emergency.
6. To determine work schedules and hours, duties, responsibilities, and assignments of employees.

ARTICLE VI

GRIEVANCE PROCEDURES - (All Employees)

A. Definition

The purpose of this procedure is to resolve differences, at the lowest possible level, which may arise between the Board and the Association or an Association member affecting the terms and conditions of this agreement. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept informal and confidential.
2. Every effort will be made to resolve problems informally and nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted without resorting to the formal grievance procedure.

C. Steps of the Grievance Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to the acceptance of the decision at that step.
2. All grievances under these steps shall be in writing, shall specify the section or article of the contract violated, the date or dates of the violation, and the relief sought. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process.
3. Working days when used in this Article shall mean days on which the Board Office is open for business.
4. If a request is made by the Association for a hearing, the Board has the option to submit the Association's request for a hearing to a committee of the Board in order to make a determination at that level of the procedure or to submit the

Association's request for a hearing to the full Board. A written response shall then be given within ten (10) workdays of the hearing. If the request is submitted to a committee of the Board, upon receiving the response from the committee of the Board, the Association has ten (10) workdays to request a full Board hearing. A written response shall then be given within ten (10) workdays of the hearing.

5. Hearings held under this procedure shall be scheduled at mutually convenient times.
6. The fact that an employee raises a grievance shall not be recorded in the employee's personnel file nor shall such a fact be used in any recommendations for job placement or promotion. An employee shall not be placed in jeopardy or be the subject of reprisal or discrimination for having followed this grievance procedure.
7. Time limits set forth herein may be extended by written consent of the parties.
8. The foregoing shall be the entire grievance and complaint procedure replacing any policy or procedure heretofore in effect.

Step One

- a. An aggrieved employee shall institute action in writing under the provisions hereof within thirty (30) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.
- b. The supervisor shall render a written decision within ten (10) working days after receipt of the grievance.

Step Two

- a. In the event a satisfactory settlement has not been reached at Step One, the Association may appeal the Step one decision to the Superintendent of Schools or his designee within ten (10) working days following receipt of the Step one decision.
- b. The Superintendent of Schools or his designee shall render a decision in writing within ten (10) working days from the receipt of the grievance or from the date of the hearing.

Step Three

- a. In the event the grievance has not been resolved at Step Two, then within ten (10) working days following the determination of the Superintendent of Schools the matter may be submitted by the Unit to the Board of Education for review.
- b. The Board of Education, or a committee thereof, shall review the matter and make a determination within thirty (30) calendar days from the receipt of the grievance.

Step Four-Arbitration

- a. Within ten (10) working days after receipt of the decision of the Board, the Association may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.
- b. The arbitrator's authority is limited to the express written terms and conditions of the contract.
- c. The fact that the parties have considered the grievance in the preceding steps of this procedure shall not constitute a waiver of jurisdictional limitations on the arbitrator.
- d. The decision of the arbitrator shall be binding.
- e. The unsuccessful party shall pay the arbitrator's fee and reasonable expenses. Determination of which party is unsuccessful shall be at the sole discretion of the arbitrator. The arbitrator may also decide at his sole discretion, that no single unsuccessful party is able to be determined and that the parties shall share the costs equally.

D. Rights to Representation

1. Any aggrieved person may be represented at Steps One and Two of the grievance procedure by himself or by a representative of the Association.
2. If the Association is not the chosen representative, it shall be notified in advance of such meeting and shall have the right to be present and state its views in writing. The Association shall have the sole right to determine if unresolved grievances are processed to Step Three and beyond.

ARTICLE VII

SEPARABILITY – (All Employees)

If any provision of this Agreement is determined to be invalid by any court or agency having jurisdiction over this Agreement, then all such remaining provisions of this Agreement shall continue to remain in full force and effect.

ARTICLE VIII

SENIORITY/EMPLOYMENT STATUS – (All Employees)

- A. Seniority is defined as an employee's full-time services within his/her department with the Pittsgrove Township Board of Education beginning with his/her date of employment in that department. Such seniority shall accumulate until there is a break in service.
- B. A break in continuous service occurs when an employee resigns, is discharged, retires or goes on an unpaid leave of absence (including maternity/paternity) that extends beyond three (3) months.
- C. An employee who is rehired after layoff or returns from an unpaid leave of absence shall not suffer the loss of accumulated seniority and additional seniority shall accrue from the date of resumption of service.
- D. A seniority list, by classification, shall be given to the Association President not later than September of each year.
- E. All new employees shall be hired with an annual employment contract which has a probationary clause covering the first ninety (90) work days, with a thirty (30) work day termination notice by either the employer or the employee.
- F. An employee's status as an employee of the Board shall terminate for any of the following reasons:
 - 1. Resignation or retirement.
 - 2. Discharge.
 - 3. Continuous layoff for a period exceeding the duration of the employee's service up to a maximum of two (2) years.
 - 4. Failure of laid-off employees to return to work on the date specified in any notice of recall, except for good cause.
 - 5. Failure to report back to work immediately upon the expiration of vacation or leave of absence, without a valid reason.

ARTICLE IX

HOLIDAYS – (All Employees)

Employees will have the following paid holidays, which are:

Independence Day	Winter Recess
Labor Day	Martin Luther King
Columbus Day	President’s Day (2)
*NJEA Days (2)	Spring Break
Veterans Day	Memorial Day
Thanksgiving (2)	

*The Maintenance Supervisor will have to work those days due to the nature of his job, but will be awarded comp time at the direction of the Superintendent.

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

When district is closed the Association will not be required to make up any time, nor will they be charged personal, vacation, or sick time for not reporting during such district closings. If an employee is called in at the direction of the Superintendent, the employee will receive either time and a half comp time or time and a half of payment.

ARTICLE X

A. All employees hired on or after July 1, 2018, will follow the same vacation schedule as detailed in the Central Office Support Group.

VACATIONS – (BOSS Group) – Vacation is front-loaded

- A. Twelve (12) month employees shall be entitled to paid vacations. Vacation leave shall be earned during the year and shall be credited to each employee’s account as of July 1.
- B. After the initial six months of an employee's employment, all vacations for that employee will be calculated as if the employee began as of July 1st of the school year in which he/she was initially employed.
- C. Employees shall earn vacation at the rate of one (1) day per full month worked.

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

6 months to 10 years	15 workdays
11 years	16 workdays
12 years	17 workdays
13 years	18 workdays
14 years	19 workdays
15 years	20 workdays
20 years	21 workdays
25 years	22 workdays

E. After the first year of employment, employees who resign will be entitled to pro-rated vacation pay as follows:

$$\text{Actual Vacation Days} / 12 \times \text{Months Worked} = \text{Vacation Entitlement}$$

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

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

H. The Pittsgrove Township Board of Education believes it is in the best interest of the employment to utilize vacation time as authorized. It also recognizes that at certain times this is not possible. In keeping with the philosophy, it shall be the policy of the Pittsgrove Township Board of Education that employees hired prior to July 1, 2008, may hold in reserve no more than twenty (20) days. Employees hired as of July 1, 2008, cannot hold in reserve any more than ten (10) days. Time in excess may be converted to sick time to be used in the retirement bonus calculation. Personnel may elect payment in lieu of vacation time reserved and current accrued upon termination of employment with Pittsgrove Township Schools. An employee may convert up to fifteen (15) days of unused vacation time at their per diem rate into a tax-sheltered annuity or non-pensionable salary. The employee must notify the payroll department, in writing, by May 1st of their intent to have the days rolled into the annuity or they automatically convert to sick time if unused at June 30th. Effective July 1, 2018, all new hires contracted on or after July 1, 2018 may convert up to seven (7) days of unused vacation time at their per diem rate into a tax-sheltered annuity or non-pensionable salary. Effective July 1, 2020, all new hires contracted on or after July 1, 2020 will not have the option of converting unused vacation time into a tax-sheltered annuity or non-pensionable salary.

- I. Employees who are regularly scheduled to work less than a five-day work week shall be credited vacation days on a prorated basis as follows:

$$\text{Days Worked Per Week} / 5 \times \text{Earned Vacation} = \text{Vacation Entitlement}$$

VACATIONS – (Central Support Group) – Vacation is earned

- A. Twelve (12) month employees shall be entitled to paid vacations. Vacation leave shall be earned during the year and shall be credited to each employee's account as of July 1st.
- B. New hires shall earn three (3) vacation days after six (6) months of service. Upon completion of one (1) full year of employment, new hires will be credited the remaining 7 days. Effective the following July 1st, the new hire will be credited 10 vacation days.

1-3 years	-	10 work days
4 years	-	11 work days
5 years	-	12 work days
6 years	-	13 work days
7 years	-	14 work days
8 years	-	16 work days
12 years	-	18 work days
15 years	-	20 work days
20 years	-	21 work days
25 years	-	22 work days

- C. After the first year of employment, employees who resign will be entitled to pro-rated vacation pay as follows:

$$\text{Actual Vacation Days} / 12 \times \text{Months Worked} = \text{Vacation Entitlement}$$

- D. The Board may designate a district-wide summer and winter vacation period in the school calendar. Summer vacation days shall be designated not later than April 30 for the following July and August and not later than October 31 for the following December through February. Employees whose earned vacation days are less than the number of days designated by the Board shall have the option of either taking the additional time off without pay or working provided work is available. Employees whose earned vacation days exceed the number of designated vacation days shall take the excess days in accordance with the provisions of Section E below.
- E. Employees will be required to give the Superintendent's office five (5) working days' notice for use of a vacation day(s). In the case of extenuating circumstances, additional vacation days may be granted upon at least two (2) weeks' notice to the

Superintendent for use of five (5) or more consecutive days. Vacation days may be taken as half-days.

- F. The Pittsgrove Township Board of Education believes it is in the best interest of the employees to utilize vacation time as authorized. It also recognizes that at certain times this is not possible. In keeping with the philosophy, it shall be the policy of the Pittsgrove Township Board of Education that no employee may hold in reserve (banking) more than four (4) weeks' vacation time. Time in excess of four (4) weeks shall be deemed lost. Personnel may elect payment in lieu of vacation time reserved and current accrued upon termination of employment with Pittsgrove Township Schools. Current employees are grandfathered in at current four (4) weeks, any employee hired after 01/01/09 cannot bank any more than ten (10) days.
- G. Employees who transfer from a ten (10) to a twelve (12) month position shall be granted vacation entitlement. The vacation entitlement will be credited using the effective start date the employee became 12 months. Any employee with a start date after July 1 will earn prorated vacation days.
- H. Employees who are regularly scheduled to work less than a five day work week shall be credited vacation days on a prorated basis as follows:

$$\text{Days Worked Per Week} / 5 \times \text{Earned Vacation} = \text{Vacation Entitlement}$$

- I. Employees with ten (10) years of service may convert up to five (5) vacation days to non-pensionable salary or annuity. Each affected Central Support Group member, will provide by May 1 of the prior year, written notice of the election to payroll. Vacation payment will be at the per diem rate. This will not be available for Central Support Group employees hired after 01/01/09. Current employees may, in an emergent situation, request in writing to receive this amount in a lump sum with appropriate approval. Once approved, appropriate notice in writing must be submitted to payroll.

ARTICLE XI

BEREAVEMENT LEAVE – (All Employees)

- A. Death in the immediate family entitles an employee up to a maximum of five (5) school days leave of absence per death without loss of pay. "Immediate Family" shall mean an employee's spouse, child, son-in-law, daughter-in-law, grandchild, brother, sister, parent or surrogate parent, parent-in-law, grandparent, and/or legal guardian. Up to two (2) days of paid leave shall be available for the death of aunts, uncles, brothers-in-law, and sisters-in-law.
- B. Proof of death may be required.

ARTICLE XII

PERSONAL LEAVE - (All Employees)

- A. Twelve (12) month employees shall be entitled to four (4) personal leave days per year. Ten (10) month employees shall be entitled to three (3) personal leave days per year. Applications for personal leave shall be submitted to the Superintendent or his designee five (5) days in advance. The five (5) day application requirement may be waived in cases of extreme emergency for which a stated reason must be given and may be approved by the Superintendent. Personal days will not be granted on days immediately preceding or immediately following holidays unless as part of forced vacation and at the approval of the Superintendent with a satisfactory reason.
- B. Unused Personal days can be accumulated from year to year without limitation for the sole purpose of conversion to a retirement bonus as specified in Article XIV.
- C. Employees who do not use personal days during the July 1 to June 30 or September 1 to June 30 work year, will be paid for each unused personal day leave as follows:

BOSS - \$90 / day
CENTRAL - \$100 / day

Personal days used for observance of religious holidays requiring abstaining from work will not be charged with day(s) of absence for payment purposes only. Payment will be made in July for unused personal days.

ARTICLE XIII

SICK LEAVE – (BOSS Group)

- A. Employees hired after the first working day of their work year shall earn one (1) sick day of leave per month of employment for the balance of the school year.
- B. All employees shall be credited with the same number of days as there are months in their work year. These days shall be added to the employees sick leave account on the first workday of the employee's work year.
- C. Employees who are regularly scheduled to work less than a five-day work week shall be credited sick leave days on a prorated basis as follows:

Days Worked Per Week / 5 x # of Months in Work Year = Sick Day Entitlement

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

- E. Unused sick leave shall accumulate from year to year without limitation.
- F. Medical certification may be required for sick leave claimed in accordance with N.J.S.A. 18A: 30-4.
- G. Sick leave days may be used for medical tests and/or examinations when such tests or examinations cannot be given other than during working hours. In such a case, an employee shall provide a note or certificate stating that a medical test and/or examination was given on the date of the absence upon return to work. This does not include annual or regular physicals, eye examinations, etc.
- H. Employees who retire after ten (10) or more years of service in the school district shall receive a retirement bonus which shall be computed by multiplying the number of unused sick and personal leave days accumulated by the employee times one hundred and twenty (\$120.00) dollars per day with ninety (90) days' notice.
- I. Employees who retire after twenty (20) or more years of service in the school district shall receive a retirement bonus which shall be computed by multiplying total number of unused sick and personal leave days accumulated by the employee times one hundred and forty (\$140.00) dollars per day with ninety (90) days' notice.
- J. This benefit cannot exceed the statutory cap of \$15,000 established by New Jersey regulations.
- K. In order to plan for hiring, there shall be a payment of \$1,200 for providing six months' notice of separation. Extended use of accumulated sick or vacation time during the said six months is precluded. Exceptions will be made in cases of approved disability at the discretion of the Superintendent. To be eligible for such sum, the individual must have been employed in the Pittsgrove Township Schools for the ten (10) years immediately preceding separation. Payment shall be made during the pay period following date of separation.
- L. Employees will give the Board of Education, in writing, ninety (90) days' notice of retirement or separation. (Exceptions may be made in cases of approved disability.) Failure to provide notice will result in forfeiture of sick time reimbursement at retirement. Otherwise, a sixty (60) day contract notice is required.

SICK LEAVE – (Central Support Group)

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

- B. All employees shall be credited with the same number of days as there are months in their work year. These days shall be added to the employee's sick leave account on the first work day of the employee's work year.
- C. Employees who are regularly scheduled to work less than a five day work week shall be credited sick leave days on a prorated basis as follows:

Days Worked Per Week / 5 x # of Months in the Work Year = Sick Day Entitlement
- D. Sick leave pay shall be calculated on the basis of the employee's regularly scheduled workday.
- E. Unused sick leave shall accumulate from year to year without limitation.
- F. Medical certification may be required for sick leave claimed in accordance with N.J.S.A. 18A:30-4.
- G. Sick leave days may be used for medical tests and/or examinations when such tests or examinations cannot be given other than during working hours. In such a case, an employee shall provide a note or certificate stating that a medical test and/or examination was given on the date of the absence upon return to work. This does not include annual or regular physicals, eye examinations, etc.
- H. Employees who retire with ten (10) years of vested service in the school district shall receive a buyout of unused sick/personal days providing ninety (90) days advance notice is given. (Exceptions will be made in cases of approved disability.) This buyout will be computed by taking two-thirds (2/3) of the total number of unused sick/personal days at \$65/day.
- I. Employees who retire after twenty (20) years of service in the school district shall receive a buyout of unused sick/personal days providing ninety (90) days advance notice is given. (Exceptions will be made in cases of approved disability.) This buyout will be computed by taking three-fourths (3/4) of the total number of unused sick/personal days at \$90/day.
- J. This benefit cannot exceed the statutory cap of \$15,000 established by New Jersey regulations.
- K. In order to plan for hiring, there shall be a payment of \$1,200 for providing six months' notice of separation. Extended use of accumulated sick or vacation time during the said six months is precluded. Exceptions will be made in cases of approved disability at the discretion of the Superintendent. To be eligible for such sum, the individual must have been employed in the Pittsgrove Township Schools for the ten (10) years immediately preceding separation. Payment shall be made during the pay period following date of separation.

- L. Employees will give the Board of Education, in writing, ninety (90) days' notice of retirement or separation. (Exceptions may be made in cases of approved disability.) Failure to provide notice will result in forfeiture of sick time reimbursement at retirement. Otherwise, a sixty (60) day contract notice is required.

ARTICLE XIV

SICK LEAVE BANK (All Employees)

In accordance with N.J.S.A. 18A:30-10 , The Pittsgrove Township Board of Education ("Board") and the Pittsgrove Township District Operation Support Staff Association ("Association") have agreed to the establishment of a Sick Leave Bank ("SLB"). Sick leave drawn from the SLB shall be treated for all purposes as it were accrued sick leave time of the employee who receives it. No employee shall be required to participate in the SLB. The SLB shall operate under the following provisions as mutually agreed upon by the Board and the Association:

- A. **Donors to the SLB:** In order to be eligible to donate to the SLB, a Donor must retain a minimum of twenty-five (25) sick leave days after donating to the SLB.
- B. **Maximum Yearly Donation:** A donor may donate a maximum of ten (10) sick days per school year to the SLB. The SLB shall never exceed 500 donated days throughout the life of the successor collective bargaining agreement (July 1, 2015 to June 30, 2018).
- C. **Loss of Donated Days:** Donors have been advised, understand, and agree that when sick leave day(s) is/are donated to the SLB, the sick leave day(s) will be lost for use by the Donor in any subsequent years.
- D. **Additional Donations:** In the event the number of sick leave days available in the SLB is below thirty (30) days, individual eligible Donors will be requested, but not required, to make additional donations to the SLB.
- E. **Use of the SLB:** An individual employee in the Association may apply for usage and received donated days from the SLB. However, in order to apply for usage and receive donated days from SLB, an individual employee must have exhausted all of his/her available and/or accumulated sick leave. An individual employee is not required to donate to the SLB in order to receive/use donated days from the SLB.
- F. **Review Committee:** A Review Committee shall be established by the Board and the Association. The Review Committee is comprised of five (5) members. The following members comprise the Review Committee: (1) Board of Education member; (2) Superintendent of Schools; (3) School Business Administrator; (4) Association President; (5) Association member designated by the Association President. The Review Committee is responsible to review and approve/deny all SLB

requests. Note: If the Association President or the designated member applies for usage of the SLB, then, whichever member applies for usage of the SLB shall be prohibited from any discussions regarding approval/disapproval of the same application for usage. Rather, a substitute shall be provided for that individual. The substitute shall be a member of the Association Executive Board. In order to be eligible as a substitute, that member of the Association Executive Board shall be chosen by a majority of the Association Executive Board. A substitute is allowed to review and approve/disapprove any applications for usage of the SLB.

G. **Re-Application for Use of the SLB:** Individual employees who have applied for and been approved for use of the SLB by the Review Committee, may re-apply for utilization of the SLB in the same school year.

H. **SLB Use Requests:** An individual employee shall provide a written request for participation in the SLB. Such written request shall be on a form provided by the Superintendent's office. All written requests shall be simultaneously provided to both the Superintendent of Schools and the School Business Administrator. The form requires the individual employee's signature attesting to the application for usage of the SLB. The individual employee is required to write the date on the form of the application for usage of the SLB. Any individual employee who completes the form and applies for usage of the SLB automatically and irrevocably agrees that any and all decisions by the Review Committee are final and binding. If an individual employee's request for usage for the SLB is denied, that individual employee retains no rights whatsoever to appeal such decision. As such, legal action of any kind (including, but not limited to filing of grievances or any other form of litigation) against the Board of Education (or any of its members individually), the Association (or any of its members individually), the Administration, or Review Committee members is strictly prohibited.

All individual employee's requests for usage of the SLB shall include medical verification from a physician regarding the nature and anticipated duration of the personal disability due to illness or injury. If an individual employee is incapable of making/and or completing the written request for participation in the SLB, a family member or other responsible adult is allowed to make the request on the individual employee's behalf. The name of that family member or other responsible adults, and all necessary contact information, shall be provided on the written request form submitted to the Superintendent and the Business Administrator.

A check-list shall be developed by the Review Committee to determine individual employee eligibility for usage of the SLB. The check list shall be utilized for all requests made to the Review Committee regarding individual employee eligibility for usage of the SLB.

All documentation submitted by the individual employee shall become part of the individual employee's permanent, confidential, medical file. Such documentation shall only be viewable by the members of the Review Committee, and, if necessary, the school physician. Verification of continued personal disability due to illness or

injury may be required at reasonable intervals by either or both the Board of Education and/or the Review Committee.

The Review Committee shall render all decisions within thirty (30) calendar days from the day of a completed written request. A completed written request shall contain all components necessary for the Review Committee to render its decision. If one (1) or more components of a completed written request is/are missing or incomplete, then the Review Committee shall render its decision within thirty (30) calendar days of the date of the completed written request. All decisions regarding a completed written request are strictly within the authority and discretion of the Review Committee.

- I. **Applicability with Other Forms of Leave:** The SLB's usage is strictly for personal disability due to illness or injury. The SLB shall not be utilized for, or in lieu of, leave entitlements under the New Jersey Family Leave Act or the Federal Family and Medical Leave Act.
- J. **Applicable Law:** The provisions of N.J.S.A. 18A:30-6 are applicable to an individual's usage of SLB days.

ARTICLE XV

OTHER INSURANCES - (BOSS Group)

The Board will reimburse each employee annually \$2,000.00 for 12-month employees and \$1,650 for 10-month employees, which can be used for personal and/or family medical, prescriptions, dental, life insurance premiums, disability coverage, optical expenses or annuity contribution. Such reimbursement will be paid two times per year, December 15th and June 15th.

OTHER INSURANCES - (Central Support Group)

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

ARTICLE XVI

INSURANCE BENEFITS - (All Employees)

- A. The Board shall provide a dental insurance program including full-family coverage where appropriate. The dental insurance, or its equivalent shall be the plan in effect during the 2003-2004 school year.

- B. Effective July 1, 2008, the Board shall provide the Association with insurance, including a separate prescription coverage, through the State Educators Health Benefits Program. The Association will receive their insurance benefits through the NJ Direct 10 Plan, and the Association members shall be afforded all of the benefits also available under the SEHBP.

Effective July 1, 2018, all new hires contracted on or after July 1, 2018, and not eligible for benefits prior to July 1, 2018, Horizon Omnia, or substantially equivalent, will become the new base plan.

For employees eligible for benefits prior to July 1, 2018, and elect Horizon Omnia, the Board will reimburse the full share of employee Chapter 78 costs, up to the following amounts:

Single:	\$1,000
2 Adult or P/C:	\$1,500
Family:	\$2,000

Reimbursement will be paid half in December and half in June.

- C. The Board will provide cash payments to those employees who wish to waive or “opt-out” of Board provided insurance coverages.

For those employees who choose to waive coverage, the Board of Education will pay the appropriate amount in conformity with the “opt-out” provisions of the School Employees Health Benefit Plan.

Payments for waiver of both coverages will be made in two (2) annual installments. The first payment will be made in December of the school year in which coverage is waived, and the second payment will be made in June of the school year in which coverage is waived.

Proof of coverage must be provided in order to receive any of the payments. Waiver of coverage can be made during both open enrollment periods, and such payment for waiver will be pro-rated regarding the time of coverage.

Such waiver is irrevocable for the plan year (July 1 through and including the following June 30), unless the employee meets one or more of the criteria of a “Family Status Change,” which includes, but is not limited to:

- Marriage, divorce, or legal separation
- Death of a spouse or dependent
- Birth or adoption of a dependent
- Termination or commencement of participant’s or spouse’s employment
- Participant or spouse taking an unpaid leave of absence lasting more than thirty (30) calendar days

- Participant or spouse having a significant change in health coverage due to spouse's employment
 - Ineligibility of a dependent
 - Bankruptcy court order
- D. Section 125 plan will be established for the benefit of Pittsgrove Township Board of Education employees.
- E. Long Term Disability Insurance
1. If disability coverage is ever provided to the PEA teaching staff through their contract, it will automatically be extended to all Association employees.
 2. The Board of Education will contribute \$375 for each Association full time employee (\$175 for each part-time employee) to be used for the purchase of dental, prescription or disability insurance. Effective July 1, 2018, the BOSS Group will no longer be eligible for this benefit.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND ASSOCIATIONS – (BOSS Group)

- A. The Board will pay the cost of tuition and fees included in connection with any courses, workshops, seminars or in-service training which an employee is required to take to maintain the proper licenses and memberships as warranted by the position or as required by the Superintendent of Schools.
- B. The Board will pay dues, fees and licenses on behalf of employees as required by the position held as determined by the Superintendent of Schools.
- C. Each employee may attend a regional and/or national conference approved by the Superintendent of Schools. Such requests shall be, made in writing to the Superintendent of Schools. The Board shall retain total discretion in reviewing such requests and in approving or disapproving such requests. Included in the Board's payment will be housing, transportation, food and registration fee. Receipts must accompany all expenses submitted.
- D. Full tuition cost at the rate charged at the college attended shall be paid for all courses approved in advance by the Superintendent with a grade of "B" or better. There shall be a maximum payout of \$3,500 per individual per year for tuition reimbursement.
- E. Payback will be required only if the employee voluntarily separates service from the district. Payback will be required at the following rate: 100% if leaving within twelve (12) months after the course is completed; 50% if leaving twelve to twenty-four (12-24) months after the course is completed; and no reimbursement if leaving two (2) or more years after completion of the course.

EMPLOYEE EDUCATION – (Central Support Group)

- A. The Board will pay the full cost of tuition and fees incurred in connection with any courses, workshops, seminars, or in-service training which an employee is required by the Superintendent to take. If the employee withdraws or fails the course, workshop, etc., the employee will be required to reimburse the Board for any tuition and fees incurred. Does not include advanced degrees.
- B. Employees who are required to use their own automobile to attend such courses, workshops, seminars or in-service training required by the Superintendent shall be reimbursed at the state rate per statute.
- C. Full tuition cost at the rate charged at the college attended shall be paid for all courses approved in advance by the Superintendent with a grade of “B” or better. There shall be a maximum payout of \$3,500 per individual per year for tuition reimbursement.
- D. Payback will be required only if the employee voluntarily separates service from the district. Payback will be required at the following rate: 100% if leaving within twelve (12) months after the course is completed; 50% if leaving twelve to twenty-four (12-24) months after the course is completed; and no reimbursement if leaving two (2) or more years after completion of the course.

ARTICLE XVIII

AUTOMOBILE EXPENSES - (All Employees)

- A. The Board agrees to furnish to the Supervisor of Maintenance, in accordance with the travel required by this position, a vehicle for use, in all travel related to the fulfillment of the responsibilities of this position.
- B. Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the OMB rate or in accordance with the State of New Jersey Law. Members shall submit vouchers on a monthly basis.

ARTICLE XIX

DISCIPLINARY PROCEDURE - (All Employees)

- A. Violations of Board policy, rules, or regulations shall be cause for disciplinary action as outlined below. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure. There shall be three (3) separate penalties applied when it is necessary to impose disciplinary measures. No employee shall be disciplined or reprimanded without just cause.

1. A written reprimand to be placed in the employee's personnel file in the case of minor offenses. The Board shall furnish the employee with a copy of the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging that he has received his copy. The employee shall have the right to submit a written response within ten (10) workdays of receipt of the evaluation. The written response shall be included in the employee's personnel file.
 2. Suspension from work without pay for periods varying from one (1) to ten (10) days, according to the gravity of the offense and the previous record of the employee concerned.
 3. Discharge for good cause.
- B. Sections A.1. and A.2. above must be bypassed for serious infractions, such as, but not limited to, theft, fighting, and drinking on the job.

ARTICLE XX

EVALUATION - (All Employees)

- A. Within five (5) days of the evaluation conference, employees shall receive signed and dated written copies of all performance and/or conduct evaluations. Said copy shall be received at least 24 hours prior to the conference. The employee shall sign the completed file copy of the evaluation for the sole purpose of indicating receipt of a copy of the evaluation. Each employee shall receive a minimum of one (1) written performance evaluation per school year prior to April 1.
- B. The employee shall have the right to submit a written response within ten (10) workdays of receipt of the evaluation. The written response shall be included in the employee's personnel file.
- C. Professional Development will be part of the evaluation procedure.
 1. In-service credit hours are defined as workshops arranged by the district and taught within the district.
 2. An Employee will receive a certificate of completion in the in-service course. Completed in-service credit hours will be reviewed at the employee's annual evaluation, and future goals will be set.
 3. The in-service credit workshops offered by the district must meet an identified need of the district and be approved in advance by the Superintendent.

4. Workshops offered outside of the district (which shall include on-line courses) and required by the district can be used as in-service credit. All out of district or on-line workshops require prior approval from the Superintendent. Reimbursement for all costs of these workshops and on-line courses will be paid by the district upon receipt of a certificate of completion.
5. In-service credit hours will be offered for training to learn how to operate new equipment. An Association member will receive a certificate of completion for the in-service credit hours.

ARTICLE XXI

FILE PROCEDURE - (All Employees)

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

ARTICLE XXII

WORK DAY / WORK YEAR – (Central Support Group)

A. Reporting Procedure

Employees will be required to sign-in and sign-out on a daily basis.

B. Central Support Staff Unit Employees

1. The work day for secretarial staff shall be seven and one-half (7-1/2) hours which excludes an unpaid thirty (30) minute lunch period.
2. The work year for twelve (12) month secretarial employees shall be based on one thousand nine hundred fifty (1,950) hours.
3. The work year for ten (10) month secretarial employees shall be based on one thousand six hundred twenty-five (1,625) hours commencing September 1 and ending June 30.

C. Overtime

Employees will be available for overtime, not to exceed three (3) hours/day or twenty (20) hours/month on days when school is in session. If use of vacation and/or personal days previously approved by the Superintendent conflicts with overtime request, employee will not be required to work. Seventy-two (72) hours advance

notice will be given to those employees required to work and all overtime will be paid at 1 ½ times the employee's hourly salary for hours worked beyond the standard 37.5 hours/week.

D. In-Service Training

Employees will complete required in-service training. The employees will be given at least 14 days' notice of the in-service training time. This training may be held inside or outside the regular contracted day depending on the nature of training and provider. Failure to meet this requirement may result in disciplinary action.

WORK DAY / WORK YEAR - (BOSS)

A. District Accountant / Shared Services Business Administrator

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

B. Maintenance Supervisor

1. The workday for the employee shall be similar to other administrative personnel except that it is understood that the employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks, when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.
2. In the event of being called into the District to address a situation, the employee will be compensated for a minimum of two hours or time worked, whichever is greater, portal-to-portal.
3. Flexible time will be allowed to compensate for additional hours worked. Flex

time must be approved by the immediate supervisor.

C. Data Administrator

1. The workday for the employee shall be similar to other administrative personnel except that it is understood that the employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks, when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.
2. In the event of being called into the District to address a situation, the employee will be compensated for a minimum of three (3) hours or time worked, whichever is greater, portal-to-portal.

D. Human Resource Administrator / Technology Supervisor / Security Supervisor

1. The workday for the employee shall be similar to other administrative personnel except that it is understood that the employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary. Such employment shall be considered part of the contract and no additional remuneration shall be provided.
2. On evenings when the employee is required to stay for meetings or other activities beyond 7:00 p.m., the employee shall be entitled to reimbursement for meal expenses up to a maximum of \$15.00 per occurrence.
3. Flexible time will be allowed to compensate for additional hours worked. Flex time must be approved by the immediate supervisor.
4. In the event of being called into the District to address a situation, the employee will be compensated for a minimum of two hours or time worked, whichever is greater, portal-to-portal.

E. Transportation Supervisor

The workday for the employee shall be similar to other administrative personnel except that it is understood that the employee is employed for specific tasks and is expected to work beyond the regular workday in order to accomplish such tasks when necessary.

ARTICLE XXIII

NONDISCRIMINATION - (All Employees)

There shall be no discrimination by the Board or the Association against any employee on the basis of race, color, creed, sex, age, and national origin, religious or political affiliation.

ARTICLE XXIV

INFORMATION PACKET - (All Employees)

An information packet shall be compiled and presented to each employee providing information on all employee benefits including pension, insurance, and any other benefit to which the employee is entitled. New employees will receive the information packet within thirty (30) days of hire.

ARTICLE XXV

POSTING - (All Employees)

- A. Notice of vacant positions that the Board intends to fill and new positions shall be prepared as soon as these are known and copies given to the Association President for posting on the Association bulletin boards. This will occur no later than one (1) week prior to the closing date for submitting applications. Each notice shall clearly state qualifications, duties, and salary. Notices of vacant and new positions shall be posted at all work locations.
- B. The right to apply and compete for all positions shall be open to all employees who meet the qualifications and requirements for the position.

ARTICLE XXVI

WORK RULES – (All Employees)

The Board may adopt and post or otherwise disseminate such rules and regulations, as it may desire, provided that the same are not contrary to this Agreement.

ARTICLE XXVII

DEDUCTIONS FROM WAGES – (All Employees)

- A. The Board agrees to deduct from employees, wages money for Prudential income protection insurance as said employee individually and voluntarily authorizes the

Board to deduct and to transmit the monies promptly to such insurance company. Discontinuance of such deductions shall be as provided by law.

- B. Employees will be permitted to authorize payroll deductions for contributions to a tax-sheltered annuity plan(s) and the local teachers' federal credit union. The authorization for a payroll deduction either in a tax-sheltered annuity plan or the local teachers' federal credit union must be submitted to the payroll department. The employee shall specify the amount of the deduction (in dollars).

ARTICLE XXVIII

SALARIES - (All Employees)

- A. Salaries shall be increased at the following rates:

2018-19	2.75%
2019-20	2.75%
2020-21	2.75%

- B. Degrees – If an Association member earns a Bachelor's degree while employed by the district, which directly relates to their current job, they would be entitled to a one-time base salary adjustment of \$1,000, effective July 1 of the ensuing school year and contingent upon submission of the appropriate paper work to the Superintendent's Office.

For the Central Office Group only – If an Association member earns a Master's degree while employed in the district, which directly relates to their current job, they would be entitled to a one-time base salary adjustment of \$2,000, effective July 1 of the ensuing school year and contingent upon submission of the appropriate paperwork to the Superintendent's office.

- C. Longevity – Longevity for years of service worked in the District:

15 years	\$ 500.00
20 years	\$1,000.00
25 years	\$1,500.00

Longevity will be a one-time yearly adjustment made to the base salary on July 1st, or paid two times (half in December and half in June).

ARTICLE XIX

DURATION

- A. This Agreement shall be in force and effect as of the 1st day of July 2018 and shall remain in effect until June 30, 2021, at which time it shall expire.
- B. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this _____ day of _____, 20__.

**PITTSGROVE DISTRICT
OPERATION SUPPORT
STAFF ASSOCIATION**



**PITTSGROVE TOWNSHIP
BOARD OF EDUCATION**



Steven DiMatteo
Board President



Darren Harris
Business Administrator /
Board Secretary