

Trenton Board of Education
and

Trenton Attendance Officers

TRENTON ATTENDANCE OFFICERS
CONTRACT WITH BOARD OF EDUCATION
CITY TRENTON, NEW JERSEY

X July 1, 1980 - June 30, 1982

TRENTON ATTENDANCE OFFICERS

Table of Contents

Preamble	Page 1
Article I Recognition	Page 2
Article II Negotiation of Successor Agreement	Page 3
Article III Grievance Procedure	Page 5
Article IV Employee Rights and Privileges	Page 10
Article V Association Rights and Privileges	Page 11
Article VI Work Year	Page 13
Article VII Daily Work Hours	Page 13
Article VIII Employment Procedures	Page 15
Article IX Seniority and Job Security	Page 16
Article X Salaries	Page 17
Article XI Voluntary Transfers and Reassignments	Page 18
Article XII Involuntary Transfers and Reassignments	Page 19
Article XIII Promotions, Vacancies and New Positions	Page 20
Article XIV Employee Evaluations	Page 21
Article XV Fair Dismissal Procedure	Page 22
Article XVI Leave Policies	Page 24
Article XVII Protection of Employees	Page 27
Article XVIII Insurance Protections	Page 28
Article XIX Oves Deduction	Page 29
Article XX Miscellaneous Provisions	Page 30

Principles

The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressly stated.

ARTICLE I - RECOGNITION

SECTION I UNIT

The Board hereby recognizes the Attendance Officers Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment under contract, on leave, on a per diem basis, employed by the Board.

SECTION II DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

SECTION III JOB DESCRIPTION

School Attendance Officers are authorized by the Trenton Board of Education to perform such duties and related functions involving the proper school attendance of children in the City of Trenton, as per Title 18 A of the Laws of the State of New Jersey. Copies of these duties shall be distributed to all attendance employees.

SECTION IV SPECIAL DUTY ASSIGNMENTS

Special Duty Assignments, during the school year, will be made by the Chief Attendance Officer in such a manner as to provide all members of the unit an opportunity to share in the experiences available to them. Said assignments shall not be considered to be promotional in nature.

NEGOTIATION OF SUCCESSOR AGREEMENT

SECTION I POLICY CHANGES

In accordance with Chapter 103, P.L. of N.J. 1974, the Board shall not affect any changes in policy concerning terms and conditions of employment except those so negotiated and include as part of this Agreement and contained herein.

4. The Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. The Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by the parties.
5. The Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

SECTION II MODIFICATION

This agreement shall not be modified in whole or in part by the parties except by a instrument in writing duly executed by both parties.

- A. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

3. The Board agrees not to negotiate concerning said employees, with any organization other than the Association for the duration of this Agreement.

ATTENDANCE OFFICERS

ARTICLE III

ATTENDANCE PROCEDURE

SECTION I DEFINITIONS

A. Grievance

A grievance is a claim based upon the interpretation, application, or violation of policies, agreements, and administrative decisions affecting (Attendance Officer or Association)

B. Aggrieved person

An "Aggrieved person" is the person or persons on the Association making the claim.

C. Party in interest

A "Party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

SECTION II PURPOSE

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

SECTION III PROCEDURE

A. Time limits

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.

B. Year and grievances (Ten (10) Month Employees)

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 the time limits set forth herein may be reduced by mutual consent so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

GRIEVANCE PROCEDURE

1. Level one - Immediate superior

An employee with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. This discussion will be identified as an informal grievance and the date noted and initialed by both parties. A decision shall be rendered within five (5) school days.

2. Level two - superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing with the Association within five (5) school days after the decision at Level one or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the superintendent of schools.

3. Level three - Board level

1. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level 2, or in the event no decision has been rendered by the Superintendent within five (5) school days after the conclusion of the hearing or after fifteen (15) school days after the grievance has been filed with the Superintendent, he may request the Association to appeal the grievance to the Board, in which event the Association shall take the appeal by notifying the Superintendent in writing.

2. The Board or designated hearing officers will review the grievance with the grievant and Association representatives present solely for the purpose of reviewing the accuracy of the facts presented. No new evidence shall be presented at this level. The hearing officers shall present a written recommendation to the Board within fifteen (15) work days of the hearing.

3. The Board shall render a written decision on the grievance within twenty (20) work days after the recommendations of the hearing officers is presented to the Board and a copy of each decision shall be immediately forwarded to the Association which shall notify the grievant.

4. The Board shall not be required to hold a special meeting to comply with times specified in Level 3 - (1), (2), (3), provided that not more than forty (40) working days shall elapse between the filing of the grievance at Level 3 and the Board's decision.

10. 1962 ...

ARBITRATION PROCEDURES

2. Level four - Arbitration

4. If the aggrieved person is not satisfied with the disposition of his grievance at Level three, or if no decision has been rendered within forty (40) work days after the grievance was delivered to the Board, he may, within five (5) work days after a decision by the Board or forty (40) work days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after receipt of a request by the aggrieved person and the Board shall be so notified.

3. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

C. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision normally not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

D. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section III, 6-3 of this ARTICLE.

E. 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.

ARTICLE III

GRIEVANCE PROCEDURE

SECTION 1 - RIGHTS OF EMPLOYEE TO REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

SECTION 2 - MISCELLANEOUS

A. Group grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

B. Written decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the Grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

C. 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 not be kept in the personnel file of any of the participants.

D. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE III

GRIEVANCE PROCEDURE

3. Hearings 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, heretofore referred to in this ARTICLE.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

SECTION I

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

SECTION II

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.

SECTION III

Whenever any employee is required to appear before the superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

SECTION IV

The Board reaffirms that all home visits pertaining to the legality of attendance of students in the Trenton School District are to be made by attendance officers.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, agendas, and minutes of all Board meetings, census data, and such other public information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with public information which may be necessary for the Association to process any grievance or complaint.

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

SECTION III Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

SECTION IV Subject to the School Boards permit procedures, the association may have the right to use school buildings, except during normal school hours, for meetings.

SECTION V Subject to the approval of the Superintendent or his designee the association may have the right to use school facilities, and equipment including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all types of audio-visual equipment 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.

SECTION VI The Association shall have the right to use the interschool mail facilities and mail boxes for official Association business provided such use is consistent with Board Policy and appropriate laws.

ASSOCIATION RIGHTS AND PRIVILEGES

ARTICLE 11

The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit, for the duration of this agreement.

ARTICLE VI - WORK YEAR

SECTION I WORK YEAR

The work year of employees shall be as follows:

- A. The in-school work year of attendance officers employed on a ten (10) month basis shall not exceed the number of days indicated in the annual school calendar.
- B. The in-school work year shall include days when pupils are in attendance and other days on which attendance officers attendance is required.
- C. Any attendance officer who is requested by the Administration to work beyond the regular in-school work year as defined in paragraph A above, shall be compensated at a rate equal to his base salary during the contract year.
- D. Individuals employed as attendance officers beyond the in-school work year, as defined in Paragraph A above, shall be members of the attendance officers unit, if available.
- E. Exception to Paragraph C above, would be summer employment under specially funded projects.

ARTICLE VII - DAILY WORK HOURS

SECTION I DAILY WORK HOURS

- A. The work day shall consist of eight (8) hours including sixty (60) minutes uninterrupted lunch hour.
- B. Work day shall be from eight-thirty (8:30) to four-thirty (4:30) unless an alternative schedule is mutually agreed upon.

SECTION II OVERTIME

Defined as any time spent at regular duties, consistent with this Agreement, either before/after regular daily work hours.

- A. All overtime spent must be voluntary, and mutually agreed to by the employee and immediate superior.
- B. All overtime shall be remunerated at the rate of one and one-half (1½) times the hourly rate.

SECTION 100

OVERTIME (Continued)

3. Overtime shall be paid at one rate of One and one-half (1½) times the employee's regular hourly rate of pay for all time in excess of forty (40) hours. The following shall be considered as regular work days for the purpose of compensation of overtime salaries.

1. Holidays
2. Paid sick days
3. Paid personal days
4. Other approved paid leaves

SECTION 101

CALL TIME

- A. Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of two (2) hours.

ARTICLE VIII

EMPLOYMENT EXPERIENCE

SECTION I

ADJUSTMENT TO SALARY SCHEDULE

1. Each employee shall be placed on his/her proper step of the salary schedule at the beginning of each school year.
2. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

SECTION II

SALARY PLACEMENT UPON TRANSFER OR INITIAL EMPLOYMENT

1. A maximum of three (3) years experience may be granted upon entry into the unit and district.
2. At the time of employment, the Executive Director of Personnel and the employee shall determine the number of experience steps to be granted for previous employment in the district. Such determination shall not exceed (3) experience steps.

SECTION III

RESIGNATION

An employee who is resigning from his position shall give two weeks notice.

SECTION IV

NOTIFICATION OF CONTRACT AND SALARY

Employees shall be notified of their contract and salary status for the ensuing year no later than April 30.

SECTION V

ASSIGNED DUTIES

1. At no time shall the Board or any Agent thereof, assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description, except by mutual consent.
2. At no time shall an employee be required to, supervise or be responsible for pupils, at any work location, except in the event of an emergency.

SECTION VI

TRANSPORTING STUDENTS

1. Members of this unit shall not be required to transport suspended students home from school except in case of emergency.
2. However, in no instance shall they transport a student under this article unless prior contact is made with the home to assure the presence of an adult to receive the student.

ARTICLE IX

SENIORITY AND JOB SECURITY

SECTION I Seniority shall be defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated seniority only if he:

- A. resigns or is discharged for cause, irrespective of whether he is subsequently rehired.

Any anticipated or planned reduction in force shall not be implemented or take effect without thirty (30) days prior notice to the Association and the individual involved.

SECTION II In the event of a unit reduction in force, employees shall be laid off in the inverse order of seniority of the employees in the unit.

SECTION III Upon recall the re-appointed employee shall be entitled to the seniority accumulated at the date of lay off. Seniority shall not be accumulated during the period of layoff.

ARTICLE 4 - SALARIES

SECTION 1: SALARY SCHEDULE

The salary of each employee covered by this agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

SECTION 11: PROCEDURE FOR WITHHOLDING EMPLOYMENT OR ADJUSTMENT INCREMENTS

Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties.

SECTION 102: METHOD OF PAYMENT

Each member of the unit shall be paid in accordance with current practice.

Ten (10) month employees will receive their final check on the last scheduled day of work in June.

ARTICLE XI

VOLUNTARY TRANSFERS AND REASSIGNMENTS

SECTION I

NOTIFICATION OF VACANCIES

1. Date

No later than April 30th of each school year, the superintendent or his designee shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Filing requests

Employees who desire to transfer to another building may file a written statement of such desire with the Executive Director of Personnel. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Requests for transfers and reassignments for the following year may be submitted at any time.

3. Posting

As soon as practicable, and no later than September 15, the Assistant Superintendent for Personnel shall make available, the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.

SECTION II

CRITERIA FOR ASSIGNMENT

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interests of the school system.

ARTICLE III

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- SECTION I Involuntary transfers and reassignments shall be made only when necessary.
- SECTION II Notice of an involuntary transfer or reassignment shall be given to attendance officers as soon as practicable, but in no event later than ten (10) school days.
- SECTION III An involuntary transfer or reassignment shall be made only after a meeting between the attendance officer involved and the Chief Attendance Officer, at which time the attendance officer will be notified of the reasons therefor. In the event that an attendance officer objects to the transfer or reassignment at this meeting, upon the request of the attendance officer, the Association will be notified and the Superintendent or his designee will meet with the Association's representatives to discuss the matter before the transfer or reassignment is effected.
- SECTION IV A list of open positions in the school system will be made available to all attendance officers being involuntarily transferred or reassigned. Such attendance officers may request the positions, in order of preference, to which they desire to be transferred, providing, however, it is understood that such request is not binding.

PROMOTIONS, VACANCIES AND NEW POSITIONS

SECTION 1

Any position vacated or created shall be advertised according to current practice.

SECTION 2

When school is in session, vacancies shall be advertised in each school as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date.

ARTICLE XIV

EMPLOYEE EVALUATION

Frequency

Employees shall be evaluated by their immediate superiors at least one (1) time in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his immediate superior.

Copies of evaluation

A. An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incompleated evaluation form.

B. Material

No material regarding an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to all copies.

C. File

An employee shall have the right, upon request, to review the contents of his personnel file and to any documents contained therein.

Documents that contain evaluative material, a supervisor's comments, etc., about the quality of an employee's work, are to be discussed by both the supervisor and the employee, and signed by both.

It is understood that the employee's signature does not necessarily indicates either agreement or disagreement with the content of evaluative instruments or other statements regarding quality of performance.

D. Any complaint regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence evaluation of and/or continued employment shall be brought to the attention of the officer. Further, any written report of said incident shall be subject to the procedures outlined above.

2018 MEMBERSHIP AGREEMENT

SECTION I

NOTIFICATION OF STATUS

A. Date

In or before April 30 of each year, the Board will give to each non-tenure employee.

1. A written notification of employment for the succeeding year containing salary and noting that the terms and conditions of employment shall be in accordance with the agreement negotiated between the Board and the Association.
2. A written notice that such employment shall not be offered.

B. Reasons

Any non-tenure employee who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the superintendent, or his designee which statement shall be given to the employee in writing within five (5) days after receipt of such request.

C. Informal Appearance

Any non-tenure employee who has received such notice of non-employment and statement of reasons shall be entitled to a informal appearance before the Board, provided a written request for informal appearance is received in the office of the secretary of the Board within five (5) days after receipt by the employee of the statement of reasons.

D. Board Determination

The Board shall issue its written determination as to the employment or non-employment of said non-tenure employee for the next succeeding school year within five (5) days after the completion of the informal appearance. Said proceedings shall be completed and the Board's determination presented to the employee no later than June 30.

SECTION II

FAILURE TO COMPLY

Should the Board fail to give a non-tenure employee either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered and upon request by the employee to the superintendent, a statement of reasons and a informal appearance, and in the event of such informal appearance shall fail to make and serve a copy of the determination, all within the time and in the manner provided by this ARTICLE, the Board shall be deemed to have offered to that employee continued employment

EMPLOYEE DISMISSAL PROCEDURE

SECTION 11: FAILURE TO COMPLY (Continued)

for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

SECTION 12: NOTIFICATION OF INTENTION TO RETURN

If the employee desires to accept such employment, he shall notify the Board of such acceptance, in writing on or before May 15, in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the employee.

SECTION 13: TERMINATION OF EMPLOYMENT

Any non-tenure employee who receives a notice that his employment shall be terminated shall be entitled to a statement of reasons and a hearing as provided for in paragraphs B, C and D of Section I of this Article and a determination of the Board shall be made by May 31. Should the Board fail to comply therewith, then said notice of termination shall be invalid and of no force and effect and the employment of the employee shall continue as if such notice had not been given.

LEAVE POLICIES

SECTION I

SICK LEAVE

1. Attendance Officer's shall be allowed fifteen (15) days for leave because of personal illness per year. The unused portion of such leave at the end of any year shall be cumulative.
2. Additional sick leave benefits may be considered by the Board on a per case basis.
3. To all attendance officer's returning to the Trenton Public School System, previously accumulated unused sick leave days will be restored to that at which they left.
4. Attendance's Officers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

SECTION II

ILLNESS IN IMMEDIATE FAMILY

Up to a total of three (3) days per year shall be allowed for illness in the immediate family with no loss of pay. Immediate family shall mean spouse, child, parent, brother, sister or other relative living in the same household.

SECTION III

DEATH IN FAMILY

All full-time employees shall be allowed five (5) days without loss of pay at the time of death for (a) immediate family which shall mean spouse, child, parent, brother or sister or (b) any other relative living in the same household, at the time of death.

SECTION IV

DEATH OF OTHERS

With the approval of the Superintendent of Schools, an employee shall be allowed an absence of one day with no loss of pay for the death of others.

SECTION V

PERSONAL BUSINESS or RELIGIOUS HOLIDAYS

Three (3) days per year shall be allowed for either personal business or religious holidays. Personal business days shall be approved in advance by the Superintendent.

SECTION VI

MARRIAGE OF EMPLOYEE OR IN IMMEDIATE FAMILY

One (1) day shall be allowed with no loss of pay.

SECTION VII

OTHER EMERGENCY or URGENT REASON

With the approval of the Superintendent of Schools, absence for other emergency or urgent reasons may be allowed with loss of substitute pay.

LEAVE POLICIES

SECTION VIII COURT ORDER

Absence by reason of subpoena shall result in no deduction from salary provided the subpoena is filed with the Secretary, Business Administrator, except where the employee is a party to the suit in which case full deduction shall be made.

SECTION IX JURY DUTY

Employees subpoenaed for jury duty shall receive full pay less fee received for such service.

SECTION X INTERSCHOOL VISITATION, CONFERENCE, CONVENTIONS

With the approval of the Superintendent of Schools no loss of pay.

SECTION XI SCHOOL HOLIDAY

An attendance's Officer may be absent on days immediately preceding or following a school holiday with the permission of the Superintendent of Schools. Request for such absence shall be filed with the Superintendent no later than five (5) days before the beginning of a holiday. Rules regulating absence due to personal illness, death in the immediate family, court order or jury duty shall not affect such absence. Such absence shall be charged to personal business days as per Section V of this Article.

SECTION XII LEAVES OF ABSENCE

A Leave of Absence, with loss of pay, may be granted by the Board of Education for a definite period.

SECTION XIII MATERNITY LEAVE

A. Natural Birth

The Board shall grant maternity leave without pay to any employee upon request.

SECTION XIV CARING FOR SICK MEMBER OF IMMEDIATE FAMILY

A leave of absence, without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the immediate family, as defined in Section III, Article XV, after the attendance officer has submitted proof satisfactory to the superintendent that such leave is necessary.

SECTION XV MILITARY LEAVE

Military leave without pay shall be granted to any attendance officer who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months after recovery of any wound or sickness at time of discharge.

SECTION XVI

RETURN FROM LEAVES

1. Attendance Officers returning after an authorized leave of absence shall be offered a position similar to that they held at the time said leave was commenced.
2. All benefits to which a attendance officer was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits shall be restored to him upon his return from leave.

SECTION XVII

RETIREMENT BENEFIT

Any employee with twenty (20) years or more of service in the Trenton School District shall receive one (1) day base salary for each three (3) days of unused accumulated sick leave upon the employees retirement.

PROTECTION OF EMPLOYEES

- SECTION I:** An employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- SECTION II:** Whenever any action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense, in accordance with the statutes of the State of New Jersey.
- SECTION III:**
1. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.
 2. When absence arises out of or from such assault or injury, an employee shall not forfeit any sick leave or personal leave. Benefits derived shall be in accordance with the laws governing Workmen's Compensation.
- SECTION IV:**
1. Employees shall immediately (within 48 hours) report cases of assault suffered by them in connection with their employment to their principal and to immediate supervisor.
 2. Such notification shall be forwarded within 48 hours 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, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- SECTION V:** If criminal or civil proceedings are brought against an employee alleging that he committed an assault in connection with his employment, the Board shall furnish legal counsel to defend him in such proceeding.
- SECTION VI:** The Board shall reimburse employees for any loss, damage, or destruction of clothing or personal property, or automobile of the employee while on duty in the school, on the school premises, or on a school-sponsored activity. Description of the incident and an estimate of the value of the loss shall be forwarded to the superintendent for approval.

ARTICLE XVIII

INSURANCE PROTECTION

SECTION 1

During the course of this agreement, the Board will provide for:

1. The Board shall pay full family premiums and medical benefits covered under New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Cross Medical Surgical Plan (750 Series) including Rider J and coverage of dependent children to age 25, and medi-group.
2. Unlimited Major Medical Coverage with Provident Life and Casualty Company.
3. Individual coverage for employees under the New Jersey Dental Service Plan, Inc. (50-100 plan).
4. Blue Cross/Blue Shield Drug Prescription - \$1.00
Co-pay with oral contraceptives - Family Plan up to age 25.

DUES DEDUCTION

SECTION I

The Board agrees to deduct from the salaries of its employees dues for the Trenton Attendance Officers Association, the Mercer County Education Association, the New Jersey Education Association, and the National Education Association, as said attendance officers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310 of the Law of 1967 (N.J.S.A. §2:14-13.9e) and under rules established by the State Department of Education. Said monies will be transmitted promptly by the 15th of each month to the treasurer of the Trenton Attendance Officers Association who in turn will transmit such monies to the New Jersey Education Association. Authorization shall be in writing in the forms set forth below.

SECTION II

Authorization to deduct association membership dues.

A. Name _____ Soc. Sec. No. _____
School Building _____ District _____

B. To: Disbursing Officers
Trenton Board of Education

C. I hereby request and authorize the above named Disbursing Officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the Disbursing Officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this organization, and relieve the governing board and all of its officers from any liability therefore.

D. I designate the Trenton Attendance Officers dues and distribute according to the organization indicated.

SECTION III

The Association named in Section II shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

SECTION IV

Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education

SECTION V

The filing of notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE XX

WORKING AGREEMENT PROVISIONS

SECTION I BOARD POLICY

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

SECTION II 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 subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SECTION III FEDERAL PROGRAM

All of the provisions of this Agreement shall apply to employees holding positions under federal programs.

SECTION IV COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to an consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

SECTION V The Trenton Board of Education on its own behalf and on behalf of the taxpayer of the district hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.

SECTION VI The Board of Education will provide a Board owned car for the use of attendance office personnel to complete their duties when their personal car is being repaired, if and when one is available.

SECTION VII PRINTING AGREEMENT

Copies of this Agreement shall be reproduced after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XXI

DURATION OF AGREEMENT

SECTION I: This Agreement shall be effective as of July 1, 1980 and shall continue in effect until June 30, 1982 under the provisions of this agreement and Chapter 123 P L 1974.

SECTION II: This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

SECTION III: In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents. (see attached salary guide and memorandum.

The Trenton Attendance
Officers Assoc.

The Trenton Board of
Education

President

President

Secretary

Secretary

SECTION 1111 NOTICE

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or registered letter at the following addresses:

a. If by Association, to Board at _____
(Address)

b. If by Board, to Association at _____
(Address)

ATTENDANCE OFFICERS

		<u>1979-80</u>		<u>1980-81</u>		<u>1981-82</u>
1.	(2)	7,720	1.	8,000	1.	8,300
			2.	8,345	2.	8,640
					3.	9,015
2.	1	8,060	3.	8,715	4.	9,415
3.		8,400	4.	9,080	5.	9,805
4.		8,750	5.	9,460	6.	10,215
5.		9,245	6.	9,895	7.	10,795
6.		9,750	7.	10,530	8.	11,375
7.	(5)	10,265	8.	11,095	9.	11,995
8.		10,785	9.	11,660	10.	12,590
9.	(2)	11,295	10.	12,200	11.	13,175
10.	(2)	11,800	11.	12,755	12.	13,775
11.						
12.						

The mileage rate for the term of the Agreement shall be the Board approved rate of mileage plus 0.5 cents per mile.

Upon certification by the employee, the Board shall reimburse the employee an amount equal to the difference between personal use and business use for his/her automobile insurance.

4. APPROVED RATES

		<u>1978-79</u>		<u>1979-80</u>		<u>1980-81</u>
1.	(2)	7,750	1.	8,000	1.	8,000
			2.	8,345	2.	8,540
					3.	8,715
2.	1	8,060	3.	8,775	4.	8,915
3.		8,400	4.	9,080	5.	9,305
4.		8,750	5.	9,450	6.	10,215
5.		9,245	6.	9,995	7.	10,795
6.		9,750	7.	10,550	8.	11,375
7.	(3)	10,265	8.	11,095	9.	11,995
8.		10,765	9.	11,560	10.	12,590
9.	(2)	11,295	10.	12,200	11.	13,175
10.	(2)	11,800	11.	12,755	12.	13,775
11.						
12.						

The mileage rate for the term of the Agreement shall be the Board approved rate of mileage plus 0.5 cents per mile.