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RUTGERS UNIVERSITY

AGREEMENT

between

THE TRENTON BOARD OF EDUCATION

and

SECURITY OFFICERS

X July 1, 1985 through June 30, 1988

SMITHSON & GRAZIANO, ESQUIRES
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PREAMBLE

It is the intent and purpose of the parties to set forth herein the Agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto and to secure a closer and more harmonious relations between the said parties.

ARTICLE I

RECOGNITION

A. Recognition

The Board recognizes the Security Officers Association as the exclusive agent for all of its Security Officers and District Monitors/Dispatchers for the purpose of collective bargaining in respect to all wages, rates of pay, hours of employment, and other conditions of employment.

B. 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 reference to male employees shall include female employees.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with N.J.S.A. 34:13A, et seq., as amended, the Board shall not effect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

B. The parties agree to enter into collective negotiations in accordance with the New Jersey Employer-Employee Relations Act in a good-faith effort to reach agreement concerning the terms and conditions of employment which may then be of mutual concern and interest. Any agreement negotiated shall apply to all members of the unit defined in Article I, Section A, and shall be reduced to writing and signed by the parties.

C. Negotiations shall commence with a meeting at a mutually agreed to place within fifteen (15) days after receipt of a proposal. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. 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. Each party may, if it so desires, utilize the services of outside consultants and may call upon professionals and lay representatives to assist in the negotiations.

D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

E. 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.

F. 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.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an employee that he/she has suffered a personal loss of injury as a result of misinterpretation, misapplication, or violation of this Agreement, Board policies or administrative decisions affecting terms and conditions of employment.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. 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.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problem 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.

C. Procedure

1. 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. A grievance, to be considered under this procedure, must be filed in writing within thirty (30) work days after the occurrence.

2. Year-end 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.

3. Level One - Immediate Supervisor

An employee with a grievance shall first discuss it with his/her principal or immediate superior, with the objective of resolving the matter informally. This discussion will be identified as an informal grievance and the data noted and initialed by both parties. A decision shall be rendered within five (5) work days.

4. Level Two - Superintendent

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

5. Level Three - Board

(a) In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or in the event no decision has been rendered by the Superintendent within five (5) work days after the conclusion of the hearing or after fifteen (15) work days after the grievance has been filed with the Superintendent, he/she 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.

(b) 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.

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

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

6. Level Four - Arbitration

(a) 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, whichever is sooner, request in writing that 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.

(b) The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission 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. The Arbitrator shall be limited to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties.

(d) The costs for the service 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 expense incurred shall be paid by the party incurring same.

D. 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.

E. Miscellaneous

1. 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.

2. 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 therefor and shall be transmitted promptly to all parties in interest and to the Association.

3. 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.

4. 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.

5. Meetings and Hearings

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

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to N.J.S.A. 34:13A-1, et seq., as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:12A-1, et seq., as amended, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she 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.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official association business at all reasonable times, on or off school property, with the approval of the immediate supervisor, provided that this does not interfere with or interrupt normal, school operations.

B. Subject to the School Boards permit procedures and the School Boards approval, the Association shall have the right to use school buildings, except during normal school hours, for meetings.

C. Subject to the approval of the Superintendent or his/her designee, the Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating 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.

D. The Association shall have the right to use the interschool mail facilities and school mail boxes. Such use shall be limited to official Association business and shall be consistent with Board policy and applicable laws concerning such use.

ARTICLE VI

WORK DAY AND WORK YEAR

A. All Security Officers shall be required to work all days that teachers are required to be in the buildings.

B. The in-school work year for ten (10) month employees shall not exceed the annual school calendar approved by the Board.

C. The standard work week shall be thirty-five (35) hours per week, seven (7) consecutive hours per day, five (5) days per week, excluding a thirty (30) minute uninterrupted lunch period. Employees may leave the work site during said lunch period providing the immediate supervisor is informed.

D. The starting time and quitting time for each employee shall be established between Chief of Security and the employee.

E. Overtime: Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, in excess of thirty-five (35) hours per week as defined in paragraph C above.

1. All overtime spent, upon authorization, must be voluntary and mutually agreed by the employee and the immediate supervisor.

2. Any hours worked after the normal work day will be compensated at the rate of one and one-half (1 1/2) times the hourly rate. Work performed on a holiday or a Sunday shall be paid at two (2) times the employee's hourly rate.

3. For the purpose of determining the work week, thirty-five (35) hours, the following shall count as regular work days:

- (a) Holidays
- (b) Paid sick days
- (c) Paid personal business days
- (d) Paid vacation days
- (e) Other approved paid leaves

F. Any ten (10) month Security Officer who is requested by the Administration to work beyond the regular in-school work year, as defined in Section B above, shall be compensated at the per diem rate.

G. All overtime work shall be on a rotating seniority basis according to work location. The seniority list shall be provided by the Association in cooperation with the Administration. Refusal to accept an overtime assignment will move the individual to the bottom of the list. Members of the unit may be eliminated from rotation for just cause. When possible, the Board agrees to hire a Security Officer to provide security at school sponsored activities.

H. Vacation Schedule

1. Annual vacation allowance for twelve (12) month employees shall be made in accordance with the following schedule:

one day per month up to the first year

after the first year through the fifth year - 10 days per year

after the fifth year - 15 days per year

after the tenth year - 20 days per year

Vacation shall not be taken in the first month of employment.

2. If a holiday falls during an employee's vacation period, the day shall not be charged as a vacation day.

3. Any employee granted a leave of absence before the end of the school year shall be entitled to one vacation day for each month worked.

4. Full vacation allowance shall be granted any employee whose retirement becomes effective at the end of the school year shall be entitled to one (1) vacation day for each month worked.

I. In case of school closings due to inclement weather or other emergencies the Chief of Security shall determine if and when Security Officers may leave the schools. If not released they shall work their regular hours.

J. Holidays

1. In the 1986-1987 and 1987-1988 contract year, sixteen (16) paid holidays mutually agreeable to the Administration and the Association shall be allowed.

If Veteran's Day falls on the weekend, the holiday shall be provided to all employees on either the preceding Friday or the following Monday, the choice of the day to be made by the Board.

2. Prior to the acceptance of the school calendar the Association shall be consulted and its recommendations shall be given consideration for inclusion in the calendar.

3. The Unit may be granted holidays, on those days designated as N.J.E.A. days with approval of the Chief of Security. Any employee required to work on N.J.E.A. days shall be granted time off, without deduction from salary, equal to that time worked on N.J.E.A. days. Such time off shall be taken with the approval of the Chief of Security and shall be taken within the contract year in which the employee worked on N.J.E.A. days.

K. District Monitor/Dispatchers shall be employed on a twelve (12) month basis. Work days shall be limited by the terms set forth in this Article.

L. District Monitor/Dispatchers shall work on a twenty-four (24) hour rotating shift. It shall be a continuous operation.

Employees shall rotate on a forty (40) hour per week basis, five (5) days per week. For the purpose of determining the work week, the following shall count as regular work days:

- a) Holidays;
- b) Paid sick days;
- c) Paid personal business days;
- d) Paid vacation days; and
- e) Other approved paid leaves.

M. District Monitors/Dispatchers shall receive a total of fourteen (14) paid holidays, mutually agreeable to the Administration and the Security Officers Association, in accordance with the yearly school calendar. If Administration requires a District Monitor/Dispatcher to work on a "NJEA" day, the employee shall receive a compensatory day, mutually scheduled by the employee and the Administration, plus a fifteen dollar (\$15.00) stipend.

N. All overtime spent, upon authorization, must be voluntary and mutually agreed to by the employee and the immediate supervisor. Any hours worked after the normal work day will be compensated at the rate of one and one-half (1 1/2) times the hourly rate.

O. The vacation schedule for District Monitor/Dispatchers shall be the same as the vacation schedule for twelve (12) month

Security Officers, as set forth in Section H of this Article.
Vacation schedules shall be mutually approved by the parties.

ARTICLE VII

EMPLOYMENT PROCEDURE

A. Termination

1. An employee shall receive two (2) weeks written notice of termination.

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

B. Resignation

1. An employee who is resigning from his position shall give two (2) weeks written notice.

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

C. Annual Renewal

On or about April 30th of each year, the Board shall give to each 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.

OR

2. A written notice that such employment shall not be offered.

D. Reasons

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

E. Hearing

Any employee who has received such notice of non-employment or termination and statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is receiving in the Office of the Secretary to the Board within five (5) days after receipt by the employee of the statement of reasons.

F. Board Determination

The Board shall issue its determination of said employee, in writing, within five (5) days after the completion of the hearing.

G. Failure to Comply

Should the Board or any agent of the Board fail to comply with the provisions of this Article, then any notice of non-employment or 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.

H. Any Security Officer employed as a "substitute" for a period longer than thirty (30) work days shall be eligible for all benefits provided to other security officers, including proper placement on the salary schedule.

I. At no time shall the Board or any agent thereof assign or direct any employee covered by this Agreement to any other duties outside of the duties appropriate to his position and consistent with the general job description, exception by mutual consent.

J. Security Officers shall not be required to drive students, except in case of emergency.

ARTICLE VIII

SENIORITY

A. Seniority shall be defined as length of service by an employee in the unit covered by this Agreement.

B. Any reduction in force within the unit shall be discussed with the Association at least thirty (30) calendar days prior to the effective date of the reduction.

C. 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.

D. Recalls from layoff shall be accomplished in the inverse order of layoff.

E. Employees shall be eligible for recall when on layoff for a period of one (1) year or twelve (12) months.

F. Association Officers and Representatives shall be deemed to have superseniority insofar as layoffs are concerned during the term of office to which they are elected. They will be returned to their regular standing on the seniority list upon termination of office.

G. Notice of recall to work shall be addressed to the employee's last address appearing on return receipt requested.

Within ten (10) days from receipt of such notice of recall, the employee shall notify the Office of Personnel of the Trenton Board of Education, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights of recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within ten (10) days from the date he received the recall notice or within such period of time as is set forth in a written extension of time.

H. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall be entitled to the seniority accumulated at the date of the layoff.

I. All notices for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least fifteen (15) school days before the closing date for applications. A copy of each such notice shall be sent to the Association.

J. No employee shall be subject to a reduction in salary except for inefficiency, incapacity, conduct unbecoming an employee or other just cause. Following written notice of such reasons and a hearing before and determination by the Board of

Education finding that such cause does in fact exist and is sufficient for such reduction in salary or dismissal.

K. Section A applies to District Monitor/Dispatchers with the proviso that any person currently holding a District Monitor/Dispatcher position, who served previously as a "Night Watchman" in the Custodians unit, shall have any seniority earned and accrued in the Custodians unit counted as seniority for purposes of this Article.

ARTICLE IX

SALARIES

A. Salary Schedule

The salary of each employee covered by this Agreement is set forth in Schedules "A" and "B" and "C" which are a part of this Agreement.

B. 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.

C. Method of Payment

1. Twelve (12) Month Employee

Each employee employed on a twelve (12) month basis shall be paid according to current practice.

2. Ten (10) Month Employee

Each employee employed on a ten (10) month basis shall be paid according to current practice.

D. Placement on Salary Schedule

1. Each employee shall be placed on his proper step of the salary schedule.

2. For initial employment any employee employed prior to January 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.

3. Any employee who serves 60% or more of the school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

4. Any employee with prior satisfactory service in the district who returns within two (2) years shall be given full experience credit on the salary guide.

5. Any new employee with prior security or equivalent experience, who has had over a two (2) year break in service, shall not be placed above step 5 of the salary guide.

E. Each employee may individually elect to have 10% of his gross salary deducted from each pay. Monies deducted shall be deposited in the employee's name and shall be repaid to the employee during the summer months according to a schedule of payment determined mutually by the Association and the District's Business Administration.

ARTICLE X

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

Date - No. later than May 31 of each school year, or as soon thereafter as is practicable, the Office of Personnel shall deliver to the Association and have posted in all school buildings a list of the known vacancies which shall occur during the following school year.

B. Filing Requests

Employees who desire to transfer to another building may file a written statement of such desire with the Office 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.

C. Posting

As soon as practicable, and no later than May 31, the Office of Personnel shall make available the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.

ARTICLE XI

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable and, except in cases of emergency, not later than ten (10) school days prior to date of transfer.

ARTICLE XII

EMPLOYMENT OPPORTUNITIES

A. Notice of all vacancies and locations of all positions, including new positions, shall be posted in each school and office building no later than thirty (30) days following the formal notice of the Board action that created such vacancy.

1. Security Officers who apply for a vacancy shall receive in writing from the Personal Office proper acknowledgement of their application/request within ten (10) days.

2. The Association must be notified in writing of all transfers, etc.

3. All vacancies shall be posted for a minimum of ten (10) days.

B. The Association will be notified of the identity of the person selected for the position within sixty (60) calendar days of the last day for the filing of applications or if the position has not been filled within that period, of the reason for the delay.

C. When a vacancy is filled from within the District, the appointee shall be notified no later than ten (10) days after the action has been taken by the Board.

D. All positions when vacated shall be advertised at the current job classification.

E. Every in-house Security Officer who applies for a position must be screened.

ARTICLE XIII
EMPLOYEE EVALUATION
GENERAL CRITERIA

A. Open Evaluation

All monitoring or observation of the work performance of an employee shall be conducted openly and with a full knowledge of the employee.

B. Copies of Evaluation

An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least three (3) days before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

C. Signing

Written evaluations shall be signed by the employee and supervisor with the express understanding that such signature does not necessarily indicate agreement with the contents. The employee shall have the right to submit a written answer. His answer shall be reviewed by the Superintendent or his designee and be attached to all copies of the evaluation document.

D. Personnel Records

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

E. Derogatory Material

No material derogatory to an employee's 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 does not necessarily indicate agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material. His answer shall be reviewed by the Superintendent or his designee and be attached to all copies of the material.

F. Complaints

Any complaints regarding an employee made to any members of the administration by any parent, student, or other person which does or may influence evaluation of and/or continued employment of an employee shall be brought to the attention of the employee. Any written report of said incident shall be subject to the procedure outlined above Paragraph E of this Article.

ARTICLE XIV

LEAVE POLICIES

A. Sick Leave

Ten (10) month employees shall be allowed fifteen (15) days' leave because of personal illness per year and twelve (12) month employees shall be allowed eighteen (18) days' leave because of personal illness per year, except that no person shall be allowed to increase his total accumulation by more than fifteen (15) days in any one year, consistent with Title 18A:30-7 of the laws of the State of New Jersey. Furthermore, N.J.S.A. 18A:30-4 states "in case of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the secretary of the Board of Education in order to obtain sick leave." An employee whose contract is effective after September 30 shall be allowed one (1) day of sick leave for each remaining month of the annual contract period.

B. 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. Twelve (12) month employees shall receive up to a total of four (4) days.

C. Death In Family

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

D. Death of Others

With the approval of the Superintendent of Schools, an employee shall be allowed an absence of one (1) day per year, with no loss of pay, for the death of others.

E. Personal Business

Up to three (3) days per year for ten (10) month employees and four (4) days per year for twelve month employees, may be granted for personal business that cannot be handled outside of normal working hours.

Personal business day(s) shall be approved in advance by the Superintendent, or his designee.

Personal business leave will not be granted before or after a holiday or school vacation, unless the leave is for religious observance or an emergency.

F. Marriage of Employee or Immediate Family

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

G. Court Order

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

H. Leave of Absence

All employees, upon written request may be granted a personal leave of absence without pay for a stated period of time, not to exceed one (1) year. Employees on leave of absence who fail to return to work at the expiration of their leave shall be considered terminated and shall forfeit all seniority and rights under this Agreement unless they can show reasonable cause for their failure to return to work.

I. Temporary Leave with Pay

Any Association member being elected or delegated to any Association activities necessitating a temporary leave of absence shall be granted same without pay and at the end of such leave shall be reinstated at the prevailing rate.

J. Extending Leaves of Absence

Employees on leave of absence may apply for an extension of their leave by applying fifteen (15) days prior to the

expiration of their leave. Any request for extended leave is subject to the prior approval of the Board.

K. Military Leave

All military leaves shall be dealt with in accordance with applicable federal and local regulations.

L. Jury Duty

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

M. Maternity Leave

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

ARTICLE XV

PROTECTION OF EMPLOYEES

A. An employee may use reasonable force as is necessary to protect himself/herself 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.

B. Whenever any action is brought against an employee before the Board or before the Commissioner which may alter 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.

C. 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.

D. 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 workers' compensation.

E. Employees shall immediately report within forty-eight (48) hours cases of assaults suffered by them in connection with

their employment to their principal or other immediate supervisor.

F. Such notification shall be forwarded within forty-eight (48) hours to the Superintendent who shall comply with any reasonable request from the employee or his/her designee for information in possession of the Superintendent relating to the incident.

G. If civil proceedings are brought against an employee, for any act or omission arising out of the performance of his duties, the Board shall furnish legal counsel to defend him in such proceedings.

H. Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

I. The Board shall reimburse employees for any loss, damage or destruction of clothing or personal property of the employee while on duty in school, on 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 or his/her designee for approval.

J. The Board agrees to provide liability insurance and/or security bonds to protect security employees against all claims incurred in performance of their assigned duties. (This provision does not apply to District Monitor/Dispatchers.)

K. At the beginning of each school year, the Board shall provide each employee with an identification badge and proper identification credentials.

ARTICLE XVI

BLUE CROSS - BLUE SHIELD - RIDER J

A. Major Medical

The Board shall pay full family premiums and medical benefits covered under New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical Surgical Plan (750 Series) (Effective 7/1/86 change to 1420 Series) including Rider J and coverage of dependent children to age 25.

B. Unlimited Major Medical coverage with Provident Life and Casualty Company for full family and dependent children to age 25.

C. Individual coverage for employees under the New Jersey Dental Service Plan, Inc. (50-100 plan). (Effective 7/1/87 change to Family Coverage.)

D. Prescription drug plan with the Hospital Service Plan of New Jersey with \$1.00 co-pay with contraceptives for full family and dependent children to age 25.

ARTICLE XVII

DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

The Board agrees to deduct from the salaries of its employees dues for the Security Officers, Association, the New Jersey Education Association or the National Education Association or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 223, New Jersey Public Laws of 1969, (N.J.S.A. 52:14-15.9C) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the Treasurer of the Security Officers Association in accordance with current practice. The Treasurer shall disburse such monies to the appropriate association or associations.

B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association shall give the Board written notice via the Secretary of the Board prior to the effective date of such change.

C. Other Authorized Deductions

The Board agrees to deduct from employee's salaries in accordance with Board policy money for services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

D. All present and newly hired employees, covered by this Agreement, by the thirtieth (30th) calendar day of their employment, or thirty (30) days after the effective date of this Agreement, whichever is later, who have not become members in good standing of the associations, shall have eighty-five (85%) percent of the cost of unified dues deducted and forwarded to the treasurer of the association.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. 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.

B. Savings Clause

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate or reduce or otherwise detract from any employee benefit existing prior to its effective date.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held 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.

D. 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 and 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.

E. Clothing Allowance

In the event an employee is required to wear a full uniform the Board shall provide same. In August and January of each year the uniform items provided will be examined by the Chief of Security who will determine the need for replacement. If needed the Board will provide replacement items. (This provision does not apply to District Monitor/Dispatchers.)

F. Printing Agreement

Copies of this Agreement shall be reproduced and the expense shared between the Board and the Association, after agreement with the Association on format.

G. 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:

1. If by Association to Board at Administration Building, 108 North Clinton Avenue, Trenton, New Jersey 08609.

2. If by Board to Association at Administration Building, c/o Security Officers Association, 108 North Clinton Avenue, Trenton, New Jersey, 08609.

ARTICLE XIX

BOARD OF RIGHTS

The Trenton Board of Education on its own behalf and on behalf of the taxpayers 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 of the Constitution of the State of New Jersey and of the United States.

ARTICLE XX

DURATION OF AGREEMENT

1. This Agreement shall be in effect as of July 1, 1985 and shall continue in effect until June 30, 1988.

2. 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.

3. In witness whereof the parties have caused this Agreement to be signed by their respective presidents and attested to by their respective secretaries.

TRENTON BOARD OF EDUCATION

TRENTON SECURITY OFFICERS
ASSOCIATION

President

President

Attest:

Attest:

SECURITY GUARD 10 MONTH SALARY GUIDE				
STEP	1984-85A	1985-86	1986-87	1987-88
0	\$9380	\$9942	\$10190	\$10495
1	\$9700	\$10282	\$10539	\$10855
2	\$10050	\$10653	\$10919	\$11246
3	\$10400	\$11024	\$11299	\$11637
4	\$10765	\$11410	\$11695	\$12045
5	\$11140	\$11808	\$12103	\$12466
6	\$11530	\$12221	\$12526	\$12901
7	\$11930	\$12645	\$12961	\$13349
8	\$12350	\$13094	\$13418	\$13820
9	\$12780	\$13546	\$13884	\$14300
10	\$13230	\$14023	\$14373	\$14804
11	\$13695	\$14516	\$14878	\$15324
12	\$14175	\$15025	\$15400	\$15862
13	\$14670	\$15550	\$15938	\$16416
14	\$15185	\$16096	\$16498	\$16992
15			\$17075	\$17587
ADD 600				\$18187
EMPLOYEES AT STEP 15 DURING 1986-87 SHALL RECEIVE AN ADD'L \$600 AS PART OF THEIR CONTRACTUAL SETTLEMENT.				
THE SALARY OF TWELEVE MONTH SECURITY GUARDS SHALL BE 1.24 TIMES THE SALARY OF THE TEN MONTH SECURITY GUARD GUIDE.				

DISPATCHER SALARY GUIDE				
STEP	1984-85	1985-86	1986-87	1987-88
1	\$12872	\$13273	\$13676	\$14147
2	\$13222	\$13644	\$14069	\$14565
3	\$13599	\$14015	\$14462	\$14983
4	\$14003	\$14414	\$14855	\$15402
5	\$14407	\$14843	\$15278	\$15820
6	\$14812	\$15271	\$15733	\$16271
7	\$15216	\$15700	\$16187	\$16755
8	\$15621	\$16128	\$16642	\$17239
9	\$16025	\$16558	\$17095	\$17723
10	\$16430	\$16986	\$17551	\$18206
11	\$16834	\$17415	\$18005	\$18691
12	\$17238	\$17844	\$18459	\$19175
13	\$17643	\$18272	\$18914	\$19658
14		\$18701	\$19368	\$20143
15			\$19823	\$20626
16				\$21111