

AGREEMENT BETWEEN
PINE HILL BOARD OF EDUCATION

AND

PINE HILL EDUCATION ASSOCIATION

July 1, 1994 to June 30, 1997



ARTICLE

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AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE II - NEGOTIATIONS PROCEDURE

Teacher Unit I

Secretary and Custodian Unit II

Instructional Aide Unit III

- A. Representatives of the Board and the Association shall begin negotiations no later than December 1 when both parties shall meet and exchange proposals.
- B. The Board agrees, subject to reasonable request, to make available to the Association relevant information which is in the public domain. The Board may charge the Association a reasonable fee for copies which shall be \$0.10 per page.
- C. Future meetings, times, and dates will be mutually set.
- D. The Board agrees not to negotiate with any organization other than that designated as the exclusive representative in accordance with paragraph A, **Article I**, of this Agreement.



ARTICLE III

GRIEVANCE PROCEDURE

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE III - GRIEVANCE PROCEDURE

Teacher Unit I

Secretary and Custodian Unit II

Instructional and Clerical Aides Unit III

A. Definition

1. A "grievance" shall mean a complaint by any employee or group of employees that there has been to him or them, or to the Association, an inequitable, improper, or unjust application or violation of this Agreement or Administrative decisions, or Board Policy which affect terms and conditions of employment.
2. A grievance to be considered under this procedure must be initiated by the grievant (the member of the Pine Hill Education Association Bargaining Unit) within 15 school days (days when school is in session for students) from the time when the grievant knew or should have known of its occurrence.
3. From June 1 to August 31, reference to school days shall mean working days of the grievant.

B. Procedure

1. (a) Failure at any step of this procedure to communicate a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance at the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

(b) It is understood that a grievant 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 duly determined.
2. Any grievant who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee grievant within (5) school days, he shall set forth his grievance in writing on the appropriate form (See Addendum) to the principal within fifteen (15) days from the date of the initial conference specifying:

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ARTICLE III - GRIEVANCE PROCEDURE

- (a) the nature of the grievance
- (b) the nature and extent of the injury, loss or inconvenience; and
- (c) the Administrative decision, and/or Board Policies, or provision of the agreement alleged to be violated.

The principal shall communicate his decision in writing within five (5) school days from the receipt of the grievance, to the employee, Grievance Chairperson, and the President of the Pine Hill Education Association.

4. The employee grievant, no later than five (5) school days after the receipt of the decision of his principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying his dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the President of the Pine Hill Education Association, Grievance Chairperson, and to the principal or immediate supervisor.
5. If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a meeting with the Board of Education. The request shall be submitted in writing through the superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The meeting with the Board of Education, or a committee thereof, shall be held within twenty-five (25) school days after the request by the grievant in writing, for such review. The Board shall communicate its decision in writing within ten (10) school days of said meeting to the employee grievant, the President of the Pine Hill Education Association and Grievance Chairperson.
6. Should the Association determine it wishes to pursue the Board's decision to arbitration, the Association shall notify the Board of said intention, in writing, within twenty-five (25) school days of receipt of the Board level decision.
7. Except for:
 - (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
 - (b) A complaint of a non-tenure teacher which arises by reason of his not being re-employed; or

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- (c) A complaint by any certified personnel occasioned by appointment to, retention in, or lack of retention in, any position for which tenure either is not possible or not required.
- 8. (a) The following procedure will be used to secure the services of an arbitrator. A request by either party will be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrators in the dispute in question. The rules of the American Arbitration shall prevail.
- (b) The arbitrator shall limit himself 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 or any policy of the Board of Education.
- 9. All Units
All recommendations of the arbitrator shall be final and binding.
- 10. Rights of employees to representation:
 - (1) Any aggrieved person may be represented at any step of the grievance procedure by himself, or, at his option, by the Association or by a representative selected and approved by the Association.
 - (2) When an employee represents himself in the processing of a grievance, the Association Grievance Chairperson, and the President of the Pine Hill Education Association, shall at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and present the Association's position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

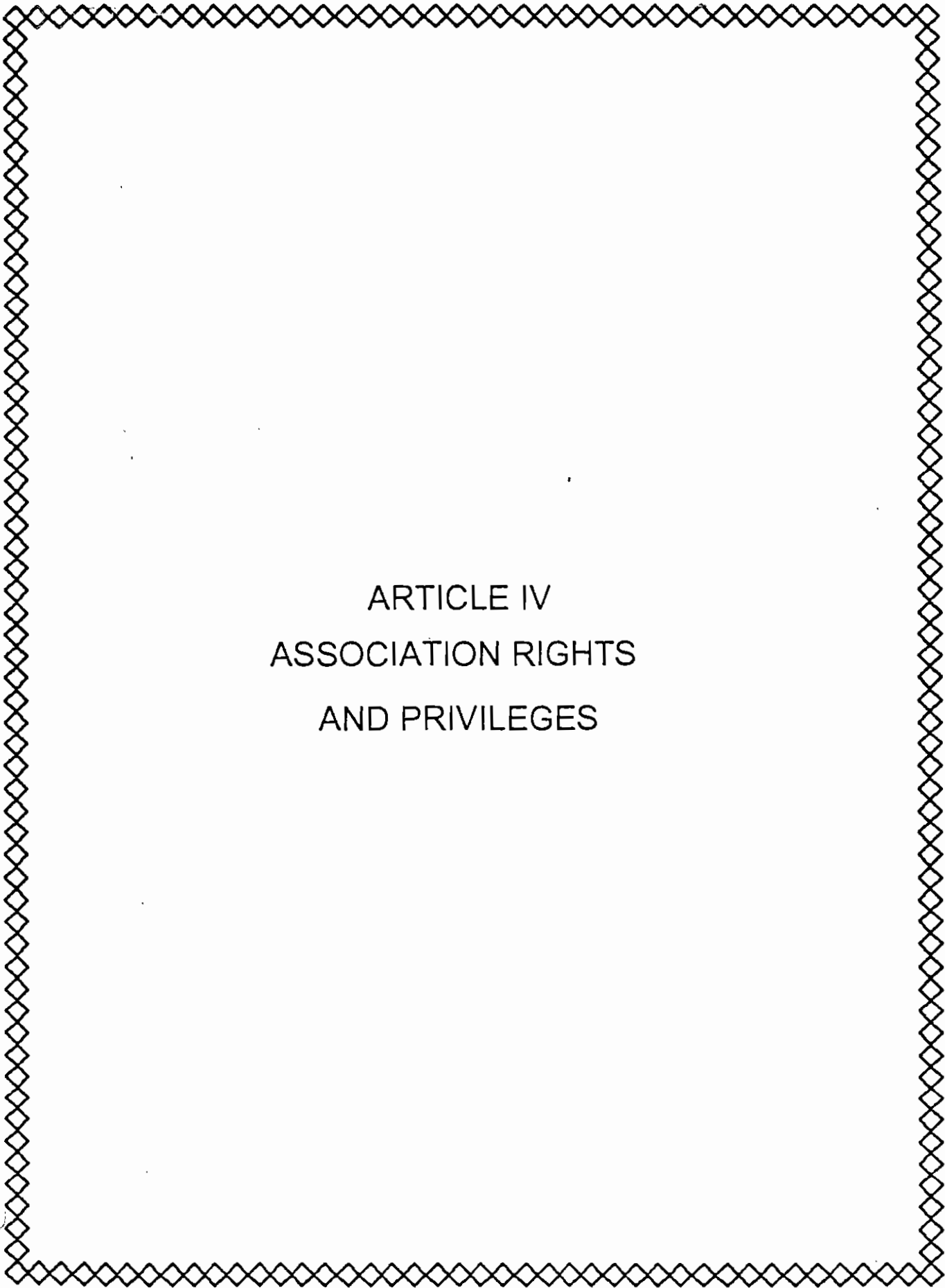
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ARTICLE III - GRIEVANCE PROCEDURE

11. If, in the judgement of the Association, a grievance affects a group or class of employees, the Association shall discuss it first with the Superintendent in an attempt to resolve the matter informally at that level. If the matter is not resolved, the Association may submit such grievance directly in writing to the Superintendent. The Superintendent shall, within a period not to exceed ten (10) school days from receipt of the grievance, communicate his decision in writing to the President of the Pine Hill Education Association and Grievance Chairperson. If the grievance is not resolved to the Association's satisfaction, the Association may request no later than ten (10) school days after receipt of the Superintendent's decision, a review of his decision. The procedure would be the same as present contract language as indicated in (B. 5-9) beginning with, "The request shall be submitted in writing through the Superintendent of Schools ...".
12. It is understood by the Education Association that upon initiation of any stage of the grievance procedure that such matters may be considered by all levels of membership of the District administration, including the Board of Education. Procedures of response established within the grievance procedure shall be practiced. It is understood that neither the Board nor the Association shall discuss the merits of a grievance with the public.

C. Costs

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally.
3. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.



ARTICLE IV
ASSOCIATION RIGHTS
AND PRIVILEGES

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

Teacher Unit I

Secretary and Custodian Unit II

Instructional and Clerical Aides Unit III

- A. The Association in accordance with Board Policy regarding operation of school buildings, shall have the privilege of using school building facilities. Bulletin boards and teacher mail boxes shall be made available to the Association. This use is restricted to official organizational matters. A clearly designated area on the teacher bulletin board for the exclusive use of the Association shall be provided in each school. Principals shall receive copies of all items distributed via the school facilities. Twenty-four hour prior notification for utilization of school facilities for large group meetings must be given to the school principal. For groups less than 20, prior notification shall be required. Adequate facilities shall be provided; the location shall be at the discretion of the principal.
- B. Secretaries and Custodians shall be released at 3:30 p.m. for the purpose of attending the regularly scheduled Association meetings (not to exceed ten (10) per year). All meetings attended after the fourth (4th) meeting shall require compensation time from the Secretary/Custodian to the Board of Education.
- C. The Association shall have the right to post notices on the bulletin board in each school office. Said notices shall be on standard index cards.



ARTICLE V

WORKING HOURS AND ASSIGNMENTS

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE V - WORKING HOURS AND ASSIGNMENTS

Teacher Unit I

- A. It is mutually recognized by the parties that the principle of forty (40) hours normal work week cannot be interpreted literally. Reasonable duties normally associated with the teaching profession may be assigned to teachers.
- B. Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupil school day and shall be permitted to leave fifteen (15) minutes after the close of the pupil school day. The Board of Education will not attempt to control the activities of teachers more than fifteen (15) minutes before the commencement of the school day or more than fifteen (15) minute period before the commencement of the school day shall be utilized for the preparation of the classroom and lessons or related educational activities including, for example, the use of the library. It is the intent of this paragraph that this is not to be considered free personal time. On Fridays or on days preceding holidays or vacations, the teacher day shall end five (5) minutes after the close of the pupil day. Teachers shall indicate their presence for duty by placing their initials in the appropriate column on the faculty sign-in and sign-out roster.
- C.
 - 1. Each building shall have two (2) employees on duty fifteen (15) minutes prior to the start of the teacher school day. Any unit member may volunteer for said duty; a rotating schedule shall be mutually agreed to, based on the number of volunteers in each building. In the event of an insufficient number of volunteers in a given building, a duty schedule shall be developed based on a rotating list of all unit members in that building. Employees performing this duty shall sign-in and proceed immediately to their duty post.
 - 2. Employees who cover the aforementioned duty shall be paid at their current salary level prorated for the fifteen (15) minute extension of the normal work day, which payment shall be in the minimum amount of \$6.87 for the 1994-1997 school years.
 - 3. Unit members who wish to volunteer for lunch duty of up to a maximum of one (1) hour per day shall be compensated in the minimum amount of \$6.87 for the 1994-1997 school years, or the employee's per diem hourly rate, whichever is greater.
- D. Teachers shall be responsible to collect moneys and send them to the office but shall not be responsible for any losses.
- E. All teachers shall be given a duty-free lunch period of at least fifty-five (55) minutes except in emergency situations.

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ARTICLE V - WORKING HOURS AND ASSIGNMENTS

- F. Unit members who sponsor the Safety Patrol shall be compensated at the rate of three hundred twenty-five dollars (\$325.00) per year. The Board shall first seek volunteers prior to appointing a Unit member. No individual shall be required to remain in said position for more than one year.
- G. The attendance registers shall be kept centrally and the posting of the daily absences from the teacher's daily reports to the office record shall not be the responsibility of the individual teacher.
- H. Teachers shall not be required to supervise lunchrooms, or distribute milk (except in the case of Kindergarten teachers).
- I. Teachers will be given at least 150 minutes of duty-free preparation time per week unless related arts teachers are not present and certified substitutes are not available.
- J. Teachers may be required to remain after the end of the regular school day for the purpose of attending faculty or other professional meetings (fourteen) (14) during each year of this contract. The number of meetings are cumulative and there will be a maximum of two (2) meetings per month. Meetings may be scheduled at the discretion of the principal. Such meetings shall begin no later than 3:15 p.m. and shall run for no more than forty-five (45) minutes.
- K. Teachers responsibilities for evening sessions of Parent Conferences are as follows:
 - 1. Two night conference sessions will be held during each of two (2) Conference Weeks. Teachers shall have the option of attending one of the two scheduled evenings during each conference session.
 - 2. The conference session will be scheduled from 7:00 p.m. to 9:00 p.m. Those teachers who have scheduled night conference shall remain in attendance during the entire session. Teachers shall signify their presence by signing in at 7:00 p.m.
 - 3. Only those teachers attending the night conference session will be permitted to leave at 12:35 p.m. on the Fridays of Conference Weeks.
 - 4. Teachers will schedule their own night conferences, and will submit lists of the parents scheduled for evening sessions to their building principal due by 4:00 p.m. of the day of the night conferences.
 - 5. Administrative personnel will be present during night conferences. The Board of Education will make every effort to provide security of the staff during the night conferences. Teachers in facilities other than main buildings, may hold evening conferences in the main buildings. Such arrangements will be made in consultation with your principal.

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ARTICLE V - WORKING HOURS AND ASSIGNMENTS

- L. The hours for the guidance counselor employed at the signing of this contract, will be flexible. Compensation time will be arranged and the total number of hours will not exceed the regular number of hours in the teacher day. Upon the hiring of any new and/or additional guidance counselor(s), the following language shall be in effect:

The hours for the guidance counselor will be flexible with prior approval. Compensation time can be arranged. The total number of compensation hours will not exceed the regular number of hours in the teacher day.

- M. The last school day before Christmas vacation shall be a half-day.
- N. The school year for members of Unit I shall be 184 days. Unit I members' work year shall extend no more than one half-day beyond the last student day. Student contact days shall not exceed 180 days.

Secretary and Custodian Unit II

Secretaries

- A. The secretary work day shall be from 8:00 a.m. to 4:00 p.m. inclusive of one hour duty-free lunch Monday to Friday during the period from September 1 to June 30.
- B. Employees shall be entitled to two (2) fifteen (15) minute duty-free breaks per day during the period from September 1 to June 30.
- C. Secretaries shall be relieved of all duties two (2) full days in September for setting up registers.
- D. Secretaries shall be relieved of all duties two (2) days per year in a location away from the school office for the purpose of scheduling parent teacher conferences.
- E. Summer Hours: The secretaries work day shall be from 9:00 a.m. to 2:00 p.m. (Monday through Friday) inclusive of one (fifteen) minute duty-free break. Summer hours shall commence on July 1. Secretaries shall resume their regular 8:00 a.m. to 4:00 p.m. working hours ten working days prior to the first day that the teaching staff shall report at the beginning of the school year.

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
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ARTICLE V - WORKING HOURS AND ASSIGNMENTS

- F. Any work performed on Saturday, and/or Sunday shall be at one and one-half (1½) times and on holidays shall be at double time. Any work performed after the normal work day must be approved by an administrator. Compensation time for work beyond the normal work week shall be accrued up to forty (40) hours. Thereafter, the secretary shall receive salary at one and one half (1 1/2) times.
- G. On days before spring and winter break, secretaries shall be permitted to leave one-half hour after the close of the student day.

Community Education Secretary

- A. Working Hours: 1994-1996 Thirty-four (34) hours per week; 1996-1997 thirty-six (36) hours per week; sick days and personal days shall be defined as six (6) working hours.
- B. Night Hours: 1994-1996 - Two (2) hours per week within thirty-four (34) hour work week, and 1996-1997 per thirty-six (36) hour work week; anything over 34 hours for 1994-1996 or 36 hours for 1996-1997, compensation time. Additional night hours shall be granted only with prior administrative approval. The Community Education Secretary must be given three (3) days prior notice for any night work.
- C. On days before spring and winter break, the Community Education Secretary shall be permitted to leave one-half hour after the close of the student day.

Custodians

- A. The custodian work day shall be from 7:00 a.m. to 3:30 p.m. Monday to Friday from September 1 to June 30, inclusive of one hour duty-free lunch time.
- B. Summer Hours: 7:00 a.m. to 3:00 p.m. Monday to Friday, July 1 to August 31, inclusive of one (1) hour duty-free lunch. At least one custodian shall work from 8:00 a.m. to 4:00 p.m. The intent is to insure coverage of school facilities.
- C. Any work performed on Saturday and/or Sunday shall be at one and one-half (1 1/2) time and on holidays shall be double time. Any work performed after the normal work day must be approved by an administrator. Compensation time for work beyond the normal work week shall be accrued up to forty (40) hours. Thereafter, the custodian shall receive salary at one and one half (1 1/2) times.

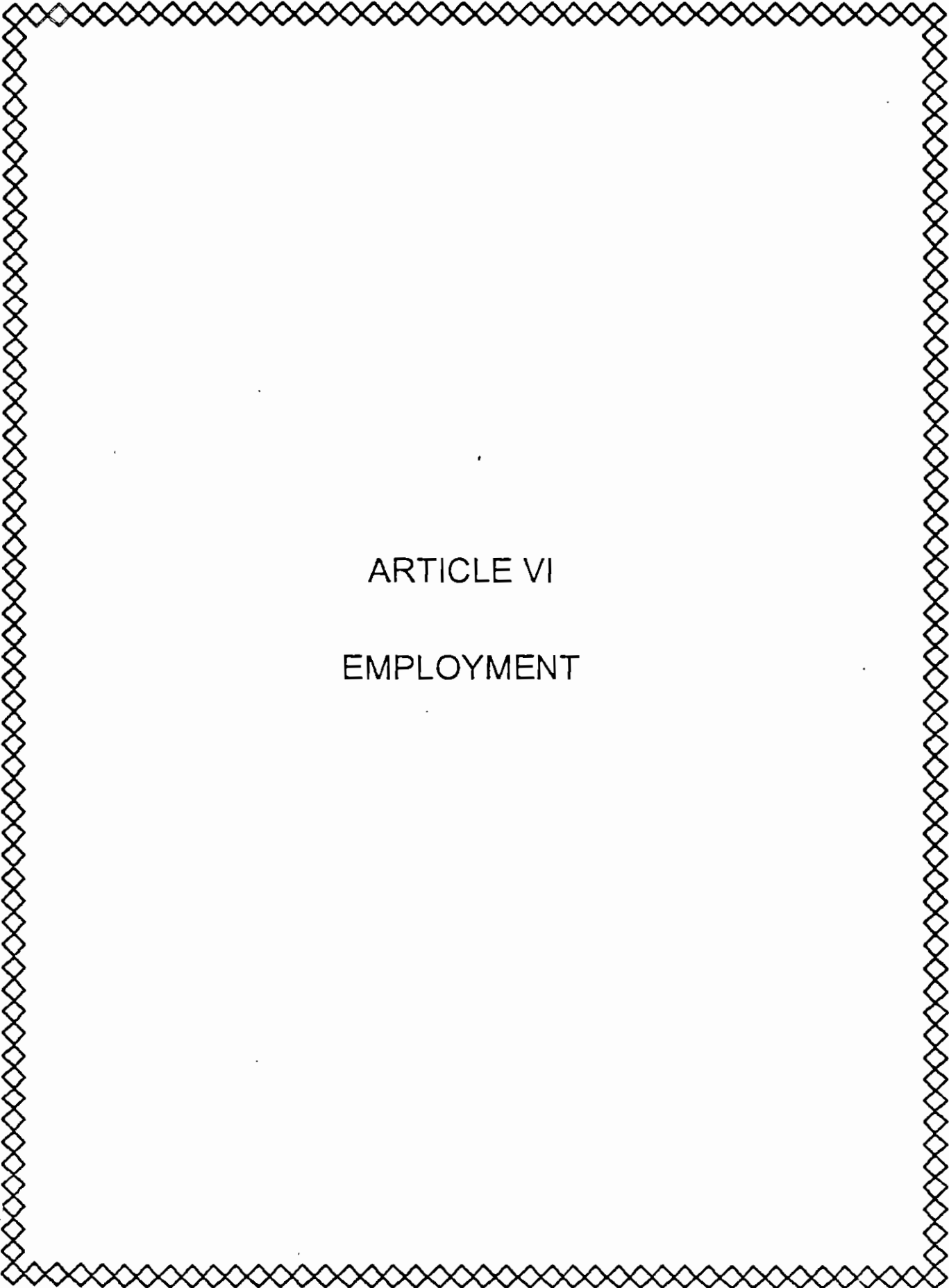
Instructional and Clerical Aides Unit III

- A. The full-time instructional aides work day shall be the same as the teacher work day.

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ARTICLE V - WORKING HOURS AND ASSIGNMENTS

- B. 1. Each building shall have two (2) employees on duty fifteen (15) minutes prior to the start of the teacher school day. Any unit member may volunteer for said duty; a rotating schedule shall be mutually agreed to, based on the number of volunteers in each building. In the event of an insufficient number of volunteers in a given building, a duty schedule shall be developed based on a rotating list of all unit members in that building. Employees performing this duty shall sign in and proceed immediately to their duty post.
- 2. Employees who cover the aforementioned duty shall be paid at their current salary level prorated for this fifteen (15) minute extension of the normal work day, which payment shall be in the minimum amount of six dollars and eighty-seven cents (\$6.87) for the 1994-1997 school years.
- C. The school year for members of this Unit III shall be 184 days. Unit III members' work year shall extend no more than one half-day beyond the last student day. Student contact days shall not exceed 180 days.



ARTICLE VI
EMPLOYMENT

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE VI - EMPLOYMENT

Teacher Unit I

- A. Teachers shall be given written notice of their contract not later than April 30th. Salary status shall be issued within thirty (30) calendar days of contract ratification by both parties.
- B. Credit up to the seventeenth (17th) step of any salary level on the Teacher Salary Schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service Law, and credit not to exceed two (2) years total for Peace Corps, VISTA, or National Teacher Corps work and/or time spent on a Fulbright Scholarship may be given upon initial employment.
- C. Previously accumulated unused sick days will be restored to all teachers who return to the Pine Hill System within a year, or upon return from approved leaves of absence.

Secretary and Custodian Unit II

Instructional and Clerical Aides Unit III

- A. All non-tenured employees shall be given written notice of their contract (where applicable) not later than April 30.



ARTICLE VII

TRANSFERS AND ASSIGNMENTS

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE VII - TRANSFERS AND ASSIGNMENTS

All Units

- A. Employees shall be given written notice of their tentative assignments, building assignments, room assignments, and/or work assignments for the forthcoming year as soon as it is reasonably practical and not later than June 30. The Administration may change such assignments in the event of unforeseen circumstances or emergencies and shall notify the employee affected by such change promptly and in writing.
- B. A copy of the employee vacancy listing, noting official openings, and specifying grade level assignments shall be posted in each building in the district at the same time college placement offices are notified.
- C. Employees who desire a change in grade and/or assignment may file a written statement of such desire with the principal prior to March 1 of the academic year preceding the academic year for which the change is desired. A new request must be submitted in writing each year, if the transfer is not granted on the initial application.



ARTICLE VIII

LEAVES OF ABSENCE

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE VIII - LEAVES OF ABSENCE

Teacher Unit I

- A. All teachers employed shall be entitled to ten (10) days of sick leave per year. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. Teachers shall receive a written accounting of accumulated sick leave no later than September 30 of each school year.
- C. Three (3) personal days per year shall be granted. Teachers planning to be absent under this Article shall notify the Principal in writing on the appropriate form at least three (3) hours prior to the close of the school day preceding the desired personal day. In cases of emergencies, only, the Principals are to be notified no later than 7:00 a.m. of the day the personal day is required. Personal days normally will not be allowed for either the last day prior to, or the first day after a school holiday or vacation period, unless approved by the Superintendent, or if the combined requests for a given day exceed ten (10) percent of the total teaching staff. Should the personal day not be permitted, the employee shall receive a response by the end of the school day the request is submitted.
- D. Unused personal days shall be added to the teacher's accumulated sick leave.
- E. Each teacher shall (upon verification of required attendance and/or subpoenaed individuals) be granted one (1) day per year for legal proceedings mandating that teacher's attendance.
- F. When unfortunate circumstances due to death of immediate family members arise for employees, request for bereavement leave must be submitted to the building principal and may be granted by the Chief School Administrator.

The following guidelines will be considered when granting bereavement leave:

- 1. Immediate family shall be defined as grandparents (including in-laws), parents (including in-laws), spouse, children, and siblings (including in-laws).
- 2. Absence due to death of non-immediate family members shall be requested in personal days or days without pay.

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ARTICLE VIII - LEAVES OF ABSENCE

3. Bereavement of five (5) working days shall be granted in the event of death of spouse, children, or employee's parents.
4. Bereavement leave of two (2) working days may be granted in the event of death of grandparents (including in-laws), parent in-laws and siblings (including in-laws).
5. Up to two (2) days of travel time may be granted at the discretion of the Chief School Administrator. The request for travel time shall be submitted to the building principal when the request for bereavement leave is submitted and shall apply only in the circumstances of death of immediate family members.

Secretary and Custodian Unit II

- A. All employees shall be granted twelve (12) sick days per year. Unused sick days shall be cumulative in accordance with Title 18A:30. Employees employed less than twelve (12) months shall receive prorated sick days.
- B. Employees shall receive a written accounting of accumulated sick leave days no later than October 15 of each school year.
- C. Four (4) personal days per year shall be granted. Secretaries and Custodians planning to be absent under this Article shall notify the Principal in writing on the appropriate form at least three (3) hours prior to the close of the school day preceding the desired personal day. In cases of emergencies, only the Principals are to be notified no later than 7:00 a.m. of the day the personal day is required. Personal days normally will not be allowed for either the last day prior to, or the first day after a school holiday or vacation period, unless approved by the Superintendent, or if the combined requests for a given day exceed ten (10%) percent of the total teaching staff. Should the personal day not be permitted the employee shall receive a response by the end of the school day the request is submitted.
- D. Unused personal days shall be added to the unit member's accumulated sick leave.

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ARTICLE VIII - LEAVES OF ABSENCE

E. Vacations:

Up to two years of employment: One half-day per month, up to a maximum of five days per year.

Two through five years: Two weeks

Six through thirteen years: Three weeks

Fourteen or more years: Four weeks

F. Holidays:

1. Every secretary shall be entitled to no less than twenty-two (22) paid school holidays per year including July 4 and Labor Day. Should the school calendar reflect more than twenty-two (22) holidays during the school year, the secretaries shall receive the additional days.

2. Custodian Holidays:
Custodians shall be entitled to the following holidays:

- New Year's Eve
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Easter Monday
- Memorial Day
- July 4
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Day after Christmas

3. If any holiday falls on a Saturday or Sunday, every employee shall receive a compensation day during the year, which day shall be designated by the Board of Education.

G. Bereavement Leave - same as Article VIII - Leaves of Absence Teacher Unit F.

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ARTICLE VIII - LEAVES OF ABSENCE

- H. Secretaries and custodians shall be paid \$20.00 per day for each unused vacation day.

Instructional and Clerical Aides Unit III

- A. Full-time contracted aides work on a ten (10) month contract year and work the "teacher" calendar.
- B. Three (3) personal days per year shall be granted. Instructional Aides planning to be absent under this Article shall notify the Principal in writing on the appropriate form at least three (3) hours prior to the close of the school day preceding the desired personal day. In cases of emergencies, only, the Principals are to be notified no later than 7:00 a.m. of the day the personal day is required. Personal days normally will not be allowed for either the last day prior to, or the first day after a school holiday or vacation period, unless approved by the Superintendent, or when combined requests for a given day exceed ten (10%) percent of the total teaching staff. Should the personal day not be permitted, the employee shall receive a response by the end of the school day the request is submitted.
- C. All instructional aides shall receive ten (10) sick days (defined as a work day) per year.
- D. Unused personal days shall be added to the aide's accumulated sick leave.
- E. Bereavement Leave: Same as **Article VIII - Leaves of Absence Teacher Unit F.**



ARTICLE IX

EXTENDED LEAVES OF ABSENCE

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE IX - EXTENDED LEAVES OF ABSENCE

Teacher Unit I

- A. Applicants for extended leave shall submit a written application. The application shall be filed with the Superintendent no later than January 15 of the year preceding the school year for which the leave would be effective.
- B. A leave of absence may be considered for one (1) full-time tenured teacher, without pay, for up to one (1) year to teach in an accredited college or university.
- C. The Board agrees that one teacher, designated by the Association shall, upon request be granted a leave of absence without pay, for one (1) year for the purpose of engaging in the legal activities of the Association or its affiliates.
- D. A leave of absence, without pay, may be considered for one (1) full-time teacher for up to one (1) year to serve as an exchange teacher or overseas teacher as a full-time participant in either of these programs.
- E. Military leave without pay shall be granted to any teacher who is inducted into any branch of the Armed Forces of the United States for the period of said induction.
- F. Teachers on extended leave or military leave shall retain sick leave benefits and salary schedule status and shall be considered for their positions or vacant positions within the area of their interests, abilities and training following completion of leave, provided they notify the Superintendent of Schools of their intent to return prior to January 1.
- G. Disability leaves of absence shall be granted in accordance with applicable state and federal laws and regulations.
- H. A leave of absence without pay shall be granted for child-rearing to all tenured employees and may be granted to non-tenured employees under this contract. An employee granted such a leave shall return to his/her position not later than the first day of the third successive semester (September or January) following the semester in which the first day of the leave was granted. The intent of this paragraph is to grant up to two full semesters and a part of a semester as the maximum leave. A tenured employee may choose to return earlier, provided the return is on the first day of a semester.

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
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ARTICLE IX - EXTENDED LEAVES OF ABSENCE

- I. Beginning in 1987-1988 an unpaid sabbatical leave of absence for a full school year shall be granted to a certified member of the staff for study or work experience. Certified staff members must have ten (10) years of experience within the Pine Hill School District to qualify. Should two (2) or more qualified persons request sabbatical leave for the same year, the Board shall determine which employee is granted the sabbatical leave. The individual granted said leave shall receive up to \$500.00 for tuition expenses related to such leave. Said reimbursement is not part of the professional improvement cap tuition.

Secretary and Custodian Unit II

Instructional and Clerical Aides Unit III

- A. Military leave without pay shall be granted to any employee who is inducted into any branch of the Armed Forces of the United States for the period of said induction.
- B. Employees on extended leave or military leave shall retain sick leave benefits and salary schedule status.
- C. Disability leaves of absence shall be granted in accordance with applicable state and federal laws and regulations.
- D. A leave of absence without pay shall be granted for child-rearing to all tenured employees and may be granted to non-tenured employees under this contract. An employee granted such a leave shall return to his/her position not later than the first day of the third successive semester (September of January) following the semester in which the first day of leave was granted. The intent of this paragraph is to grant up to two full semesters and a part of a semester as the maximum level. A tenured employee may choose to return earlier provided the return is at the first day of a semester.



ARTICLE X

PROFESSIONAL IMPROVEMENT

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE X - PROFESSIONAL IMPROVEMENT

Teacher Unit I

- A. Teachers who earn graduate credits from an accredited institution shall be given up to an amount equal to the Glassboro State College rate for two courses per year during the term of this contract toward tuition, student fees, activity fees, registration fees and any other fees necessary for course work. Books and/or equipment costs will not be reimbursed.
- B. To qualify for reimbursement, the teachers must notify the Building Principal of his/her intention to pursue graduate work. Payment will be made upon satisfactory completion of the course, grade B or above, with a maximum of one acceptable C grade, for the duration of this contract.
- C. The Board of Education shall reimburse graduate tuition for total membership within this bargaining unit up to a maximum of \$6,000 for 1994-1995 and \$7,000 for 1995-1997 for In-District graduate courses, and \$11,000 for 1994-1995 and \$12,000 for 1995-1997 for Out of District graduate courses. No teacher may be reimbursed for more than one In-District graduate course per year.
 - 1. In the event that there is a shortage in a fund and the other fund has sufficient monies, said monies may be shifted so as to provide sufficient funds to cover the costs of tuition reimbursement. The Association shall be notified in writing before any intended shift of money occurs.
 - 2. Retroactive salary adjustments will be made February 15, July 15, and October 15. Any employee anticipating a salary adjustment shall have the necessary documents to validate their adjustment submitted to the Payroll Clerk no later than fifteen (15) days prior to the respective adjustment period as specified in this paragraph.
- D. Two days have been provided in the school calendar for teachers who attend the Annual New Jersey Education Association Convention. Teachers who attend the Convention shall present a signed certificate with only his/her name thereon upon return of the first (1st) school day following the Convention. Teachers who do not attend the Convention, and who will not be producing a certificate upon the first (1st) school day following the Convention will be expected to attend school for their normal work days during which time teachers will conduct classroom preparation activities.

Teachers who do not attend the Convention and are unable to produce the above-mentioned certification, nor attend school for their normal working days shall not be paid for the day or days not in attendance.

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE X - PROFESSIONAL IMPROVEMENT

Secretary and Custodian Unit II
Instructional and Clerical Aides Unit III

- A. Each employee shall be granted \$550. per year for the 1994-1995 school year, and \$575. for the 1995-1996 school year, and \$600. for the 1996-1997 school year, as reimbursement for schooling taken within the area of their employment.

ARTICLE XI

SALARIES

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE XI - SALARIES

Teacher Unit I

- A. The salaries of teachers covered by this Agreement are set forth in salary Schedule A.
- B. Teachers employed on a ten (10) month basis shall be paid on the fifteenth (15th) and thirtieth (30th) of each month while engaged in the performance of their duties.
- C. Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher or his estate on the final pay day in June.
- D.
 - 1. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day, and dated as such.
 - 2. When a pay day falls on a Monday, teachers shall receive their check on the previous work day, except that checks shall be dated as per the 15th or 30th.
 - 3. Pay checks shall be available to all teachers no later than the beginning of the teacher's assigned lunch period, except under emergency circumstances.
- E. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June, provided all duties are completed.
- F. Since the number of the psychologist's work days within the school year is greater than the teachers' work year, the Board of Education shall pay the cost of the psychologist's Washington National Insurance.

Secretary and Custodian Unit II

- A. Salary:
For the school years 1994-1997 every secretary and custodian salary shall be increased as per Salary Schedule "B".
- B. Payment Schedule:
Employees shall be paid on the 15th and 30th of each month.

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE XI - SALARIES

- C. 1. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day, and dated as such.
- 2. When a pay day falls on a Monday, employees shall receive their check on the last previous work day, except that checks shall be dated per the 15th and 30th.
- 3. Pay checks shall be available to all employees no later than the beginning of the employees assigned lunch period, except under emergency circumstances.

Instructional Aides Unit III

- A. For the school years 1994-1997 every instructional aide's salary shall be increased as per attached Salary Schedule "C".
- B. Instructional aides employed on a ten (10) month contract basis shall be paid on the 15th and 30th.
- C. 1. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day, and shall be dated as such.
- 2. When a pay day falls on a Monday, employees shall receive their check on the last previous work day, except that the checks shall be dated as per the 15th and 30th.
- 3. Pay checks shall be available to all employees no later than the beginning of the employees assigned lunch period, except under emergency circumstances.
- 4. Instructional aides employed on a ten (10) month contract shall receive their final checks and the pay schedule for the following year on the last working day in June, providing all duties are completed.

Community Education Secretary

- A. Salary:

For the school years 1994-1997 the community education secretary's salary shall be increased as per Salary Schedule "B".

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE XI - SALARIES

B. Payment schedule:

Employees shall be paid on the 15th and 30th of each month.

- C.
1. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day and dated as such.
 2. When a pay day falls on a Monday, employees shall receive their check on the last previous work day, except that checks shall be dated as per the 15th and 30th.
 3. Pay checks shall be available to all employees no later than the beginning of the employees assigned lunch period, except under emergency circumstances.

Clerical Aides Unit III

A. Salary:

For the school years 1994-1997 the clerical aides' salary shall be increased as per Salary Schedule "C".

B. Payment Schedule:

Employees shall be paid on the 15th and 30th of each month.

- C.
1. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last pervious working day and dated as such.
 2. When a pay day falls on a Monday, employees shall receive their check on the last previous work day, except that checks shall be dated as per the 15th and 30th.
 3. Pay checks shall be available to all employees no later than the beginning of the employees assigned lunch period, except under emergency circumstance.



ARTICLE XII

INSURANCE

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE XII - INSURANCE

All Units

- A. The Board will pay the carrier selected by the Board per enrolled employees and family up to 100% of the coverage plan selected for insurance protection which is to include Blue Cross, Blue Shield, Rider J, and Major Medical insurance as allowed under state health benefits program. These funds may not be used in any other way than procurement of said insurance protection. Employees on authorized leave may have their insurance continued by the Board by payment to the Board the cost of the premium prior to the due date.
- B. The Board of Education will provide each employee whose employment commenced prior to January 1, 1995 with a full-family prescription plan through a carrier to be selected by the Board of Education at no cost to the employee and shall cost the employee \$1.00 per generic and \$5.00 per name brand prescription. The benefits shall remain the same under the 1981-1982 prescription plan.
- C. The Board shall provide at no cost to the employee, an individual employee dental plan with same coverage and benefits as those in effect as of November 5, 1986. Beginning July 1, 1988 those same coverages shall be extended to full family for each employee whose employment commenced prior to January 1, 1995.
- D. The Association recognizes the right of the Board to change carriers for health, prescription, or dental insurance, provided coverage is equal to, or greater than coverage in effect as of the date of this memorandum. Should a change take place in insurance carriers, the Board shall safeguard the timely continuation of insurance coverage, without any reduction of benefits to unit members, during the transitional period and/or the duration of the contract.
- E. Beginning January 1, 1995 the Board shall provide paid prescription and dental insurance, single coverage only, for employees whose employment commences after that date. Such single Board paid coverage shall continue until the employee completes three years of service to the district, or in the case of certified employees until they achieve tenure. After the completion of such time, these employees shall receive Board paid employee and dependent coverage, if appropriate. During the time the employee is receiving Board paid single coverage, the employee, may through payroll deduction, pay for appropriate dependent coverage.
- F. The Board shall be permitted to provide single coverage under the circumstances provided above in sections B, C, D, and E, provided such becomes permitted under the New Jersey State Health Benefits Program. If the Board withdraws from the "NJSHBP", providing equal or greater coverage, the Board shall continue to be bound by the rules of the NJSHBP as to providing single coverage to new employees as opposed to family coverage to present employees.



ARTICLE XIII

DEDUCTIONS FROM SALARIES

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE XIII - DEDUCTIONS FROM SALARIES

All Units

- A. The Board agrees to deduct from the salaries of its employees all deductions required by law as well as and including the following:
1. Contributions to the United Fund, if authorized by the employee.
 2. Savings Bonds, if authorized by the employee.
 3. The annual dues from the Pine Hill Education Association, Camden Council of Education Associations, New Jersey Education Association, National Education Association or any one or any combination of the above as said employees individually and voluntarily authorize the Board to deduct.
 4. The Washington National Insurance Company.
 5. Annuity/investment plans selected by the Association.
 6. A credit union selected by the Association.
 7. Representation fee as defined in **Article XIV**.



ARTICLE XIV

REPRESENTATION FEE

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE XIV - REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (September 1 to June 30) which covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association which shall be prospective and prorated from date of employment. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the board in writing of the same amount of the regular membership dues and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

C. Deduction and Transmission of Fee

1. Notification

By September 15th of each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly transmit the amount so deducted to the Association.

2. Demand and Return

In accordance with N.J.S.A. 34:13A-5.5 et. seq. the Association shall establish a demand and return system providing a process for a non-union member to appeal the amount of the representation fee assessed against him/her. The Association shall provide to the Board of Education evidence of such a demand and return system before any deductions are made.

3. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in questions. The deductions will begin with the first pay check paid:

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE XIV - REPRESENTATION FEE

- (a) within 30 days, but no later than October 15th after the receipt of the aforesaid list by the Board; or
- (b) for new employees, 30 days after the employee begins employment in a bargaining unit position.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission for such fees to the Association will, as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the Association.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against "any and all claims, demands, suits, and other forms of liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken by the Board in conformance with this Article, "provided:

- (a) the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of that liability, and will, subject to reasonable request, provide the Association with available and/or necessary information.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or which may arise from the Board's failure to act in good faith in effecting the execution of the terms of this Article.



ARTICLE XV

EVALUATION PROCEDURES

) AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE XV - EVALUATION PROCEDURES

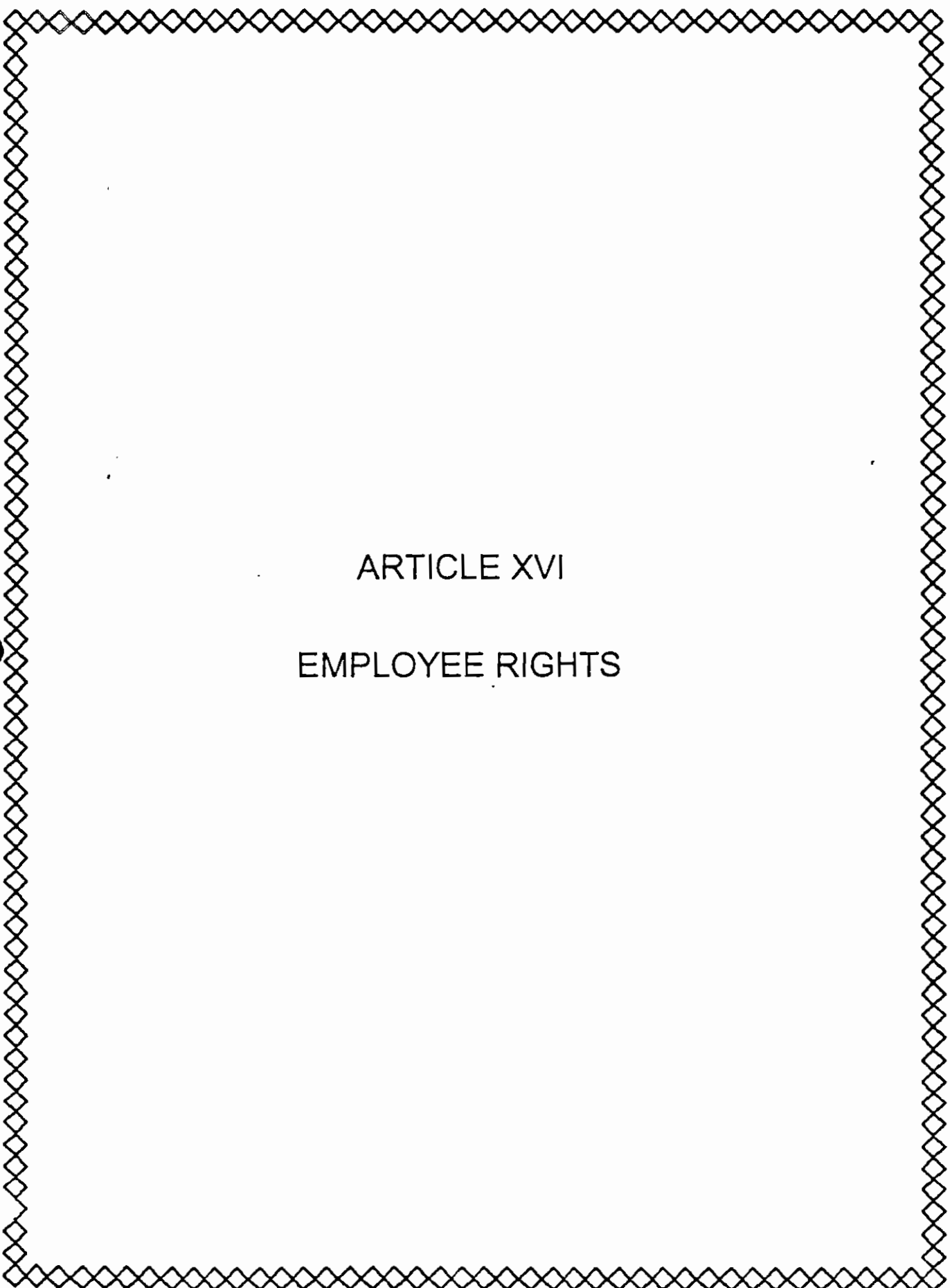
Teacher Unit I

- A. The Administration will conduct teacher evaluations in accordance with procedures and rights granted under Title 18A. There will be no limits or deadlines other than those granted by law.
- B. Except for the number of evaluations, the Board shall extend to all teachers the same rights and privileges concerning teachers' evaluations granted under Title 18A and the New Jersey Administrative Code, Title VI.
- C. No material derogatory to a teacher's conduct, service, character or personality shall be placed in a personnel file, unless the teacher has had an opportunity to review the material. The teacher shall acknowledge the teacher has had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding the signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material.

Secretary and Custodian Unit II

) Instructional and Clerical Aides III

- A. Employees shall be evaluated in accordance with Board of Education Policy #4216. However, a unit member shall not be required to evaluate other unit members.
- B. All monitoring or observation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee.
- C. An employee shall be given a copy of any visit or evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. No such report shall be placed in the employee's file without prior conference with the employee. Conferences to discuss written evaluation reports shall be scheduled within ten (10) working days of the observation visit.
- D. No material derogatory to an employee's conduct, service, character or personality shall be placed in a personnel file, unless the employee has had an opportunity to review the material. The employee shall acknowledge that the employee has had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding the 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.



ARTICLE XVI
EMPLOYEE RIGHTS

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE XVI - EMPLOYEE RIGHTS

Teacher Unit I

Secretary and Custodian Unit II

Instructional and Clerical Aides Unit III

- A. Whenever any employee is required to appear before any Administrator or Supervisor, Board or any committee member, representative or agent thereof concerning any matter affecting the continuation of that employee in his/her office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- B. Complaints or criticisms regarding an employee made to or by members of the Administration, parents, students, teachers, or other persons, shall be promptly investigated and called to the attention of the employee. The employee shall be given the opportunity to respond to and/or rebut such complaint within ten (10) working days of notification and shall have the right to be represented at any meetings or conferences regarding such complaint.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. Proposed new rules or modification of existing rules governing terms and conditions of employment shall be negotiated by the Board with the majority representative before they are established.
- E. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage or given adverse evaluation of his professional services without just cause.



ARTICLE XVII

MISCELLANEOUS

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE XVII - MISCELLANEOUS

Teacher Unit I

A. Duty Assignments

1. All personnel permanently assigned to a building for either the morning or afternoon session shall share equally in assigned duties.

Secretary and Custodian Unit II

- A. 1. School custodians shall be required to report to work and to perform snow clearing duties when school is closed because of a heavy snowfall. Custodians may leave for the day provided all parking, access walks, entrances and exits have been cleared to provide for the opening of school.
2. Secretaries shall not be required to report to work when school is closed due to inclement weather, except in emergencies.

Teacher Unit I

Secretary and Custodian Unit II

Instructional and Clerical Aides Unit III

- A. If any provision of this Agreement shall be found to be contrary to law, that provision shall be considered void, but all other provisions shall continue to be in full force and effect.

B. Agreement Duplication and Dissemination

Copies of this Agreement shall be reproduced at a cost which will be shared equally by the Board and the Association and presented to all employees by the Board. This provision shall apply to all employees covered by this Agreement.

C. Travel Payment

Travel payment at a rate of twenty-six (.26¢) for the 1994-1997 school years, per mile will be paid to employees who are required to use their personal automobiles for authorized travel.

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE XVII - MISCELLANEOUS

D. Calendar

Each employee shall receive the school calendar for the ensuing school year no later than the last working day.

E. Termination Pay

An employee, excepting an emergency so accepted as same by the Superintendent, shall notify the Superintendent of his/her intention to retire at the conclusion of a school year by the first (1st) school day after January 1. If an employee fails to so notify the Superintendent, said employee shall receive his/her termination pay on July 1 of the year following the employee's retirement and/or termination of employment.

Upon leaving the Pine Hill School District, members of this bargaining unit shall receive termination pay for each accumulated sick day in accordance with the following rates and conditions:

1. \$10.00 per accumulated sick day after five (5) years of service.
2. \$15.00 per accumulated sick day after ten (10) years of service.
3. \$32.00 (1994-1995); \$33.00 (1995-1996); \$34.00 (1996-1997) per accumulated sick day upon retirement (retirement as defined by the New Jersey Division of Pensions) to a maximum of 190 days. The maximum limitation shall not apply to any person who as of the date of signature on this Contract, has already exceeded the limitation set forth above.
 - a. In addition, the above rates may be increased to a higher rate at the sole discretion of the Board; said monies may be paid over a period of time. Such increase if approved by the Board, shall be advertised to all bargaining unit members and shall be in effect for a minimum of ninety (90) days. This increase and ninety (90) day time period may be instituted more than once during the term of the agreement.
4. The Board shall grant retiring unit members, with a minimum of thirty (30) years in the district, \$2,000.00 to be paid in addition to termination pay.

Areas of retirement under the Teacher Pension and Annuity Fund Program include, but are not limited to, the following examples:

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE XVII - MISCELLANEOUS

- (a) Ordinary retirement age (60 or 62 years)
- (b) Early retirement (25 years of service in the Teacher Pension Annuity Fund);
- (c) Accidental Disability
- (d) Permanent Disability; and
- (e) Deferred Retirement (vesting).

- F. During the 1994-1997 school years, teachers shall receive two one-half days for end-of-the-year record-keeping purposes. Said half days shall be scheduled by the Board of Education prior to the due date of all office records. The last day of school will not be one of these half days. This time shall not be used to schedule faculty, grade level or other meetings unless mutually agreed to by all parties concerned. Record keeping days shall be scheduled during the last fifteen (15) school days, unless an emergency occurs as determined by the Superintendent.



ARTICLE XVIII

DURATION OF AGREEMENT

AGREEMENT BETWEEN PINE HILL BOARD OF EDUCATION
AND PINE HILL EDUCATION ASSOCIATION

ARTICLE XVIII - DURATION OF AGREEMENT

Teacher Unit I

Secretary and Custodian Unit II

Instructional Aide Unit III

- A. This Agreement shall be effective as of July 1, 1994 and shall continue in effect until midnight, June 30, 1997. This Agreement shall not be extended by written or oral Agreement, and it is expressly understood that it shall expire on the date indicated.
- B. In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

Carol A. Mascioli

Carol Mascioli, Secretary
Pine Hill Board of Education

BY:

Kathleen Madeza

Kathleen Madeza, President
Pine Hill Board of Education

Robin Beran

Robin Beran, Secretary
Pine Hill Education Association

BY:

Patricia O'Donnell

Patricia O'Donnell, President
Pine Hill Education Association