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A G R E E M E N T

between

TRENTON ATTENDANCE OFFICERS

and

TRENTON BOARD OF EDUCATION

July 1, 1986 - June 30, 1989

MEYER

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ARTICLE I  
RECOGNITION

A. UNIT

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

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 references to male employees shall include female employees.

ARTICLE II  
NEGOTIATION PROCEDURE

**A. PRINCIPLES**

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adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.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

2. Consistent with Chapter 123, P.L. of N.J. 1974, the Board shall not affect any changes in policy concerning terms and conditions of employment except these so negotiated and included as part of this Agreement and contained herein.

**B. NEGOTIATION OF SUCCESSOR AGREEMENT**

1. The Board agrees to initiate negotiations with the Association over a successor agreement in accordance with the procedures set forth herein, with a good faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment, but also on other matters of personnel policy and relationships which may than be of mutual concern and interest. The Association agrees to present to the Board its

proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by the parties.

2. The Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

C. MODIFICATION OF EXISTING AGREEMENT

1. 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.

2. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

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

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

ARTICLE III  
GRIEVANCE PROCEDURE

A. DEFINITIONS

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

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

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may arise, from time to time, 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. If a written grievance is not filed within thirty (30) work days after the Attendance Officer or the Association knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. The time limits specified may, however, be extended by mutual agreement.

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 may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Immediate Superior

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

parties. A decision shall be rendered within five (5) work days.

4. Level Two - Superintendent or his Designee

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing with the Association within five (5) 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, or his designee.

5. Level Three - Board of Education

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, or his designee, within five (5) work days after conclusion of the hearing or fifteen (15) work days after the grievance has been filed with the Superintendent, he may request the Association to appeal the grievance to the Board, in which event the Association shall take the appeal by notifying the Superintendent, or his designee, in writing.

b. The Board or designated hearing officer 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 officer 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 recommendation (s) of the hearing officer is present to the Board and a copy of the 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 specifies in Level 3- (a), (b), (c), provided that not more than forty (40) work days shall elapse between the filing of the grievance at Level 3 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, he may, within five (5) work days after a decision by the Board or forty (40) work days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after receipt of a request by the aggrieved person and the Board shall be so notified.

b. Only those grievances which allege an improper application, interpretation or violation of the express terms of this Agreement may be submitted to arbitration.

c. The parties shall then be bound by the rules and procedures of the Public Employee Relations Commission selection of an arbitrator.

d. 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 issue (s) 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.

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

D. RIGHT OF EMPLOYEE(S) 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 or his designee 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 personal 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, or his designee, 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

MANAGEMENT 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 and the Constitution of the State of New Jersey, and of the United States.

ARTICLE V

EMPLOYEE RIGHTS AND PRIVILEGES

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

B. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be submitted to arbitration, unless expressly permitted by law.

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

D. Home visits pertaining to the legality of attendance of students in the Trenton School District are to be made by Attendance Officers.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

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

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

C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and the assigned duties of the Attendance Officer (s) as determined by the Director of Security/Attendance.

D. Subject to the Board of Education's permit procedures, the Association may have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all types of audio-visual equipment, at reasonable times and 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.

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

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

ARTICLE VII

WORK YEAR

The work year of employees shall be as follows:

A. The in-school work year of Attendance Officers employed on a ten (10) month basis shall not exceed the number of days indicated in the annual school calendar.

B. The in-school work year shall include days when pupils are in attendance and other days on which Attendance Officers attendance is required.

C. Any Attendance Officer who is requested by the administration to work beyond the regular in-school work year as defined in Paragraph A above, shall be compensated at a rate equal to his base salary during the contract year.

D. Individuals employed as Attendance Officers beyond the in-school work year, as defined in Paragraph A above, shall be members of the Attendance Officers unit, if available.

E. An exception to Paragraph C above would be summer employment under specially funded projects.

ARTICLE VIII

DAILY WORK HOURS

A. DAILY WORK HOURS

1. The work day shall consist of eight (8) hours including sixty (60) minutes uninterrupted lunch hour.

2. Work day shall be from eight a.m. (8:00 a.m.) to four p.m. (4:00 p.m.), unless an alternative schedule is mutually agreed upon.

B. OVERTIME

1. "Overtime" is defined as any time spent at regular duties, consistent with this Agreement, either before/after regular daily work hours.

2. All overtime spent must be voluntary, and mutually agreed to be the employee and immediate superior.

3. All overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay, for all time in excess of forty (40) hours per week. The following shall be considered as regular work days for the purpose of compensation of overtime salaries:

- a. Holidays
- b. Paid sick days
- c. Paid personal days
- d. Other approved paid leaves

C. CALL TIME

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

ARTICLE IX

EMPLOYMENT PROCEDURES

A. ADJUSTMENT TO SALARY SCHEDULE

1. Each employee shall be placed on his proper step of the salary schedule at the beginning of each school year.

2. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. SALARY PLACEMENT

1. New Hire

A maximum of three (3) years experience credits may be granted upon initial employment in the district and the unit.

2. Transfer

Employment in the district, in any unit other than that of Attendance Officer, shall not be eligible for experience credits upon transfer into this unit.

3. Returning to Unit

Full experience credit shall be granted to all employees returning to the unit, for previous employment in the unit.

C. RESIGNATION

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

D. NOTIFICATION OF CONTRACT AND SALARY

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

E. JOB DESCRIPTION

1. School Attendance Officers are authorized by the Trenton Board of Education to perform such duties and related functions involving the proper school attendance of children in the City of Trenton, as per the Board-approved job description. Copies of these duties shall be distributed to all attendance employees.

F. ASSIGNED DUTIES

1. At no time shall the Board or any agent thereof, assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description.

2. At no time shall an employee be required to supervise or be responsible for pupils at any work location, except in the event of an emergency, as determined by the Director of Attendance or his designee.

G. SPECIAL DUTY ASSIGNMENTS

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

H. TRANSPORTING STUDENTS

1. Members of this unit shall not be required to transport suspended students home from school except in case of emergency, as determined by the Director of Attendance, or his designee.

2. However, in no instance shall they transport a student under this Article unless prior contact is made with the home to assure the presence of an adult to receive the student.

ARTICLE X

SENIORITY AND JOB SECURITY

A. "Seniority" shall be defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated seniority only if he resigns or is discharged for cause, irrespective of whether he is subsequently rehired.

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

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

ARTICLE XI

SALARIES

A. SALARY SCHEDULE

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

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

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

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

ARTICLE XII

VOLUNTARY OF VACANCIES

NOTIFICATION OF VACANCIES

A. DATE

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

B. Filing Requests

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

C. Posting

As soon as practicable, and no later than September 15, the Director of Personnel shall make available the names and locations of all employees who have been reassigned or transferred.

ARTICLE XIII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice of an involuntary transfer or reassignment shall be given to Attendance Officers as soon as practicable, but in no event later than ten (10) school days.

B. If an involuntary transfer or reassignment is made by the Director of Attendance, the Attendance Officer involved shall be notified of the reasons therefor. In the event that the Attendance Officer objects to the transfer or reassignment, upon the request of the Attendance Officer, the Association shall be notified and the Director of Attendance shall meet with the Association's representative to discuss the matter.

C. A list of open positions in the school system shall be made available to all Attendance Officers being involuntarily transferred or reassigned. Such Attendance Officers may request the positions, in order of preference, to which they desire to be transferred, providing, however, it is understood that such request is not binding.

ARTICLE XIV

PROMOTIONS, VACANCIES AND NEW POSITIONS

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

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

ARTICLE XV  
EMPLOYEE EVALUATIONS

A. Frequency of Evaluation

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

B. Copy of Evaluation

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 submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incompleated evaluation form.

C. Personal File

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

to such material and his answer shall be reviewed by the Superintendent or his designee and attached to all copies.

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

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

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

D. Complaint

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

ARTICLE XVI

FAIR DISMISSAL PROCEDURES

A. NOTIFICATION OF STATUS

1. DATE

On or before April 30 of each year, the Board will give to each non-tenured employee:

- 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,
- b. Written notice that such employment shall not be offered.

2. Reasons

Any non-tenured employee who receives a notice of non-employment may within fifteen (15) days thereafter, in writing, request a statement of reasons for such non-employment from the Assistant Superintendent for Personnel/Support Services, or his designee, which statement shall be given to the employee in writing within thirty (30) days after receipt of such request.

3. Informal Appearance

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

4. Board Determination

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

B. FAILURE TO COMPLY

Should the Board fail to give a non-tenured employee either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered and upon request by the employee to the Director of Personnel, a statement of reasons and an informal appearance, and in the event of such informal appearance shall fail to make and service a copy of the determination, all within the time and in the manner provided by this Article, the employment for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

C. NOTIFICATION OF INTENTION TO RETURN

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

ARTICLE XVII

LEAVE POLICY

A. SICK LEAVE

1. Attendance Officers shall be allowed fifteen (15) days for leave because of personal illness per year. The unused portion of such leave at the end of any year shall be cumulative.

2. Additional sick leave benefits may be considered by the Board on a per case basis.

3. To all Attendance Officers returning to the Trenton Public School System, previously accumulated unused sick leave days will be restored to that at which they left.

4. Attendance Officers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

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.

C. DEATH IN FAMILY

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

D. DEATH OF OTHERS

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

E. PERSONAL BUSINESS OR RELIGIOUS HOLIDAYS

Three (3) days per year shall be allowed for either personal business or religious holidays. Personal business days shall be approved in advance by an employee's immediate supervisor.

F. MARRIAGE OF EMPLOYEE OR IN IMMEDIATE FAMILY

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

G. OTHER EMERGENCY OR URGENT REASON

With the approval of the Superintendent of Schools, or his designee, absence for other emergency or urgent reason(s) may be allowed, without loss of substitute pay.

H. 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 and Secretary to the Board, except where the employee is a party to the suit, in which case full deduction shall be made.

I. JURY DUTY

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

J. INTERSCHOOL VISITATION, CONFERENCE, CONVENTIONS

With the approval of the Superintendent of Schools, or his designee, no loss of pay.

**K. LEAVES OF ABSENCE**

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

**L. MATERNITY/PATERNITY LEAVE**

The Board shall grant maternity/paternity leave without pay to any employee upon request, up to a maximum of one (1) calendar year.

**M. CARING FOR SICK MEMBER OF IMMEDIATE FAMILY**

A leave of absence, without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the immediate family, as defined in subsection B above, after the Attendance Officer has submitted proof satisfactory to the Assistant Superintendent for Personnel/Support Services that such leave is necessary.

**N. MILITARY LEAVE**

Military leave shall be granted in accordance with applicable federal and/or state statutes.

**O. RETURN FROM LEAVES**

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

P. RETIREMENT BENEFIT

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

ARTICLE XVIII

PROTECTION OF EMPLOYEES

A. An employee may use such reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

B. Whenever any action is brought against an employee before the Commissioner of Education or a Court of the State of New Jersey arising out of the proper discharge of his assigned duties, the Board of Education shall reimburse the employee for the reasonable cost of his defense, in accordance with the statutes of the State of New Jersey.

C. When an Attendance Officer is absent from school as a result of an assault or injury, arising out of and in the course of his employment, he shall not forfeit any sick leave or personal leave. Benefits derived shall be in accordance with the laws governing Workmen's Compensation.

D. Employees shall immediately (within 48 hours) report cases in writing of assault suffered by them in connection with their employment to their principal and to their immediate supervisor. Such notification shall be forwarded within 48 hours to the Assistant Superintendent for Personnel/Support Services, who shall comply with

any reasonable request from the employee for information in the possession of the Assitant Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liason between the employee, the police, and the courts.

E. The Board shall reimburse employees for any loss, damage, or destruction of clothing or personal property, or automobile of the employee arising out of the proper discharge of his assigned duties. A description of the incident and an estimate of the value of the loss shall be forwardede to the Director of Personnel.

ARTICLE XIX

INSURANCE PROTECTION

During the course of this Agreement, the Board will provide for

A. Full family premiums and medical benefits covered under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Cross Medical Surgical Plan (1420 Series), including Rider J and covered of dependent children to age 25, and medi-group.

B. Unlimited Major Medical Coverage with Provident Life and Accident Insurance Company, family with dependent coverage to age 25. This program will cover 100% of the eligible major medical expenses for the balance of the calendar year when out-of-pocket expenses in the 20% co-insurance and \$100 deductible equal \$500 per individual or \$1,000 per family.

C. Individual coverage for employees under the New Jersey Dental Service Plan, Inc. (50-100 plan). Effective September 1, 1982, the \$25.00 deductible in the New Jersey Dental Service Plan shall be eliminated.

D. Blue Cross/Blue Shield Drug Prescription - \$1.00 Co-pay with oral contraceptives, family plan up to age 25.

ARTICLE XX

DUES DEDUCTION

A. The Board agrees to deduct, from the salaries of its employees, dues for the Trenton Attendance Officers Association, the Mercer County Education Association, the New Jersey Education Association and the National Education Association, as said Attendance Officers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310 of the Law of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies shall be transmitted promptly by the 15th of each month to the treasure of the Trenton Attendance Officers Association who in turn will transmit such monies to the New Jersey Education Association. Authorization shall be in writing in the form set forth below.

B. Authorization to deduct Association membership dues:

Name	Soc. Sec. No.
School Building	District

To: Disbursing Officers  
Trenton Board of Education

I hereby request and authorize the above named Disbursing Officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal part of the current school year and for succeeding school years. I understand that the Disbursing Officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next

succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment the Disbursing Officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this organization, and relieve the governing board and all of its officers from any liability therefore.

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

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

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

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

ARTICLE XXI  
MISCELLANEOUS

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. SEPARABILITY

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions 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 full effect.

C. COMPLAINCE 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.

D. BOARD AUTOMOBILE

The Board of Education will provide a Board-owned car for temporary use of Attendance Officers to complete their duties when their personal car is being repaired, if and when a Board-owned car is available. The duration of any such temporary use shall be

determined by the Manager of Buildings and Grounds.

E. PRINTING AGREEMENT

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

F. 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:

Board:                   Trenton Board of Education  
                          108 North Clinton Avenue  
                          Trenton, New Jersey 08609

Association:

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1985 and shall continue in effect until June 30, 1989, under the provisions of this Agreement and Chapter 123, Public Laws 1974.

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.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries or Negotiation Chairperson and their corporate seals to be placed hereon.

THE TRENTON ATTENDANCE  
OFFICERS ASSOCIATION

THE TRENTON BOARD  
OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

Attest:

Attest:

\_\_\_\_\_  
Negotiation Chairperson

\_\_\_\_\_  
Secretary

Date:

Date:

Schedule B

LONGEVITY

Longevity increment for years of service according to the following schedule:

Twenty (20) years	\$600
Twenty-five (25) years	\$600
Thirty (30) years	\$600
Thirty-five (35) years	\$600

In determining the total years of service for longevity, the time shall commence with the date of hiring, providing the employment was continuous.

Employees acquiring the above year of service shall be entitled to the longevity benefit at the anniversary date only.

ATTENDANCE OFFICERS SALARY GUIDE				
STEP	1985-86	1986-87	1987-88	1988-89
1	\$10000	\$10240	\$10496	\$10768
2	\$10410	\$10650	\$10906	\$11178
3	\$10830	\$11087	\$11342	\$11614
4	\$11250	\$11534	\$11807	\$12079
5	\$11670	\$11981	\$12284	\$12575
6	\$12090	\$12429	\$12760	\$13082
7	\$12609	\$12876	\$13236	\$13589
8	\$13299	\$13429	\$13713	\$14097
9	\$13989	\$14163	\$14301	\$14604
10	\$14679	\$14898	\$15084	\$15231
11	\$15369	\$15633	\$15867	\$16065
12	\$16103	\$16368	\$16649	\$16898
13	\$17114	\$17150	\$17432	\$17731
14	\$18125	\$18226	\$18264	\$18565
15	\$18325	\$19303	\$19411	\$19452
16		\$19516	\$20558	\$20673
17			\$20785	\$21894
18				\$22136