

AGREEMENT

Between

PITMAN BOARD OF EDUCATION

and

PITMAN SUPPORTIVE STAFF

(Clerical, Custodial, Cafeteria Employees)
July 1, 1988 to June 30, 1990

LIBRARY
INSTITUTE OF MANAGEMENT

UNIVERSITY

AGREEMENT

This Agreement is made and entered into by and between the Board of Education of Pitman, in the County of Gloucester, State of New Jersey (hereinafter called the "Board") and the Pitman Education Association (hereinafter called the "Association" this 21st day of June 1988.

Schools constitute what the parties hereto believe to be an appropriate "service unit" for purposes of negotiating terms and conditions of employment as contemplated by the New Jersey Public Employer-Employee Relations Law:

Cafeteria Employees

Custodial Employees

Maintenance Employees (Excluding the Plant Manager)

Messenger

D. It is agreed that professional, secretarial and service units will not include the following:

Superintendent

Curriculum Coordinator

Principals

Assistant Principals

Secretaries to the Superintendent

Secretary to the Board of Education/Business Administrator

High School Director of Guidance

Plant Manager

Child Study Team Director

Food Service Director

E. The Board and Association recognize that the Board has certain powers, discretion and duties that, under the Constitution and Laws of the State of New Jersey, particularly Title 18A, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provisions of this Agreement, or any application of this Agreement to any employee

ARTICLE II

NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Public Employer-Employee Relations Law.

B. No change, revision, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing thereon.

procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

- b. It is understood that 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 fully determined.

2. Normally, a grievance shall be discussed first with the principal of a specific building, or a specific supervisor, when appropriate, in an attempt to resolve the matter at that level.

3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, the grievance shall be initiated in writing to the principal stating:

- a. The nature of the grievance.
- b. Article and section of Agreement allegedly violated if applicable.
- c. The results or previous discussion.
- d. The remedy sought.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, it shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision.

7. Arbitration Services

a. The following procedure will be used to secure the services of an arbitrator;

(1) If one or more grievances involving the same issue are to be heard, either party may submit a demand for arbitration to the American Arbitration Association.

(2) If two (2) or more grievances involving different kinds of issues are to be heard, the parties will make a joint submission arbitration to the American Arbitration Association.

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. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. The decision of the

substitute. The time lost by the employee shall be without pay.

D. Separate Grievance File

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE V

WORK AND VACATION SCHEDULE

A. Secretarial Unit

1. Hours

- a. The secretarial work day during the school year shall consist of no more than seven (7) hours not including one (1) hour for lunch.
- b. The secretarial work day during the summer months shall consist of no more six and one-half (6-1/2) hours not including one (1) hour for lunch.

2. Holidays and School Closing

- a. School offices shall be closed during vacations and holidays in conformance with the school calendar.
- b. In the event of an emergency closing, secretarial personnel shall report to work unless the Administration deems otherwise, reporting time to be determined by the Administration.

B. Service Unit - Cafeteria

1. Holidays, School Closings and Work Year

- a. Cafeterias shall be closed during vacations and holidays in conformance with the school calendar.

deems otherwise.

D. Vacation Schedule

1. General

- a. If services are terminated by the employee during or at the conclusion of the first year, said employee shall not be entitled to any vacation.
- b. Vacation time is not cumulative and there shall be no vacation pay in lieu of taking the actual vacation period.
- c. Employees classified as twelve (12) month employees are entitled to an annual paid vacation.
- d. Vacation requests shall be approved in accordance with the work schedule. All vacations are subject to the final approval of the Superintendent of Schools. Generally, vacations shall be taken during the summer months.
 - (1) Maintenance and custodial employees may take vacation during winter and summer months with Superintendent's approval.
 - (2) One (1) week's vacation may be banked with the Superintendent's approval.

ARTICLE VI

SALARIES, SUMMER PAY PLAN

A. Salaries

1. Secretaries

- a. Effective July 1, 1988, ten (10) month secretaries receiving salaries below \$9,500.00 per year shall be adjusted to that sum.
- b. Effective July 1, 1988, twelve (12) month secretaries receiving salaries below \$11,500.00 per year shall be adjusted to that sum.
- c. Effective July 1, 1988, all salaries shall be increased by eleven (11%) per cent over the 1987-88 salaries, including the above adjustments.
- d. Effective July 1, 1989, all salaries shall be increased by eleven (11%) per cent over the 1988-89 salaries.

2. Custodian, maintenance and messenger

- a. Effective July 1, 1988, employees receiving salaries less than \$10,000.00 per year shall be adjusted to that sum.
- b. Effective July 1, 1988, all salaries shall be increased by nine and one half (9 1/2%)

equal to ten percent (10%) of each semi-monthly base salary installment for the academic year for any employee who files the appropriate written request form with the Board Secretary prior to the first student day.

2. All accumulated deductions shall be held by a bank in Gloucester County whose deposits are protected by F.D.I.C. and shall be paid to the employee or his estate, in accordance with Chapter 90 of the Laws of 1956 and the rules and regulations of the Board of Education of the Borough of Pitman, in one of the following ways:

- a. At the end of the academic year or upon death or termination of employment if earlier by one check on June 30 of the current school year of a bank in Gloucester County whose deposits are protected by F.D.I.C. for total amount withheld.
- b. In four (4) installments by checks of a bank in Gloucester County whose deposits are protected by F.D.I.C. to be mailed in four (4) self-addressed envelopes on July 15 and 30 and August 15 and 30 of the current school year.

3. An agreement of either of the two payment plans between the Board and an employee shall not be altered by either party during the contract years covered by this Agreement.

ARTICLE VII

SICK LEAVE

A. All employees of the Board of Education shall be entitled to sick leave benefits hereinafter stated for personal illness, physical disability or medical appointments. Medical appointments are limited to those that cannot be handled outside of the normal school day.

B. The annual sick leave allowance for full-time employees shall be ten (10) days for ten-month employees and twelve (12) days for twelve-month employees at full pay with no maximum on the cumulative number of unused days. Medical verification may be required.

C. Sick leave may be extended beyond the limitations noted above in special instances involving employees. These special instances will require case studies to be presented by the individuals or their principals and/or immediate supervisors to the Superintendent of Schools and the Board of Education.

D. Sick leave allowance during the year of service for employees whose employment is subsequent to the beginning of the school year and for those who terminate their service prior to the expiration of such year shall be pro-rated according to the ratio that the number of days of possible service bears to the total number of days of service during the contract year.

following July. Failure to give such notice will result in payment being made in the July next following.

6. If any employee dies after giving notice of retirement, payment shall be made to the spouse, if any, or the estate.

C. Personal Business Leave

1. Up to three (3) personal days shall be granted during a school year for one's personal business that cannot be conducted outside of the realm of the normal work day. Such days shall not be cumulative.

2. Leave shall be granted only for the following reasons:

- a. Legal appointments.
- b. House closing.
- c. Marriage for self or member of the immediate family as defined under Article VII, B. 2.
- d. College or university graduation for self or member of immediate family as defined under Article VII, B. 2.
- e. Religious holidays where working would be a direct violation of one's religious beliefs.
- f. Court appearance or act of similar force except where one is a party to a suit.
- g. Serious illness of a member of the immediate family as defined under Article VII, B. 2. Serious illness is defined as life-threatening.
- h. Birth of child to spouse.
- i. Emergency.

3. Personal leave ordinarily is not granted immediately before or after a holiday or school closing.

ARTICLE IX

INSURANCE

A. The entire annual hospitalization insurance premium for individual and/or family coverage will be paid by the Board for each employee who remains in the employment of the Board for the full school year. Such coverage shall be equal to the existing coverage but purchased at the best possible cost to the Board. Hospitalization insurance coverage shall commence each September 15 for the duration of the Agreement.

B. Unmarried employees with no immediate family dependents shall be eligible for individual employee coverage only.

C. When an employee is covered by hospitalization insurance and that plan is paid for by someone other than the Board, the employee may elect, in lieu of the hospital insurance plan, to carry an income protection plan provided by the Washington National Insurance Company. The Board shall pay two hundred dollars (\$200.00) toward the premium for the Group Income Protection Plan.

D. The full annual hospitalization insurance premium for individual coverage for those employees retiring from the Pitman School District on or after June 30, 1969 who have accrued fifteen (15) consecutive years of active service in the Pitman School District shall be paid by the Board. Coverage shall commence on September 15, 1988 and end on September 15, 1990. Approved leaves of absence shall not sever continuity.

ARTICLE X

REPRESENTATION FEE

A. Purpose of Fee

If any employee included under the provisions of paragraph A, Article I does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. 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

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, fees 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 determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, fees and assessments charged by the Association to its own members. The representation fee has

4. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.