

475

AGREEMENT BETWEEN THE
PLEASANTVILLE SUPPORTIVE STAFF ASSOCIATION
AND THE
BOARD OF EDUCATION OF CITY OF PLEASANTVILLE
Effective July 1, 1996 - June 30, 1998

Table of Contents

| | Page |
|--|------|
| Agency Shop (Article 22) | 24 |
| Discipline or Discharge for Cause (Article 12) | 15 |
| Duration of Agreement | 26 |
| Employee/Administrative Liaison Committee (Article 13) | 16 |
| Employee Growth and Development (Article 19) | 22 |
| Employee Rights and Privileges (Article 5) | 8 |
| Employment Procedures (Article 11) | 14 |
| Extended Leaves of Absence Without Pay (Article 9) | 11 |
| Grievance Procedure (Article 3) | 2 |
| Insurance Coverage (Article 15) | 17 |
| Miscellaneous Provisions (Article 20) | 23 |
| Negotiation Procedure (Article 2) | 2 |
| Protection of Employees (Article 17) | 19 |
| Recognition (Article 1) | 1 |
| Rights and Privileges of the Parties (Article 4) | 7 |
| Salary Schedules (Article 6) | 9 |
| Seniority and Job Security (Article 14) | 16 |
| Sick Leave (Article 7) | 9 |
| Supportive Staff Evaluation (Article 21) | 24 |
| Temporary Leaves of Absence (Article 8) | 10 |
| Terms of Employment (Article 18) | 20 |
| Transfers and Reassignment (Article 16) | 18 |
| Vacation and Holiday Schedules (Article 10) | 13 |

Agreement Between the
Pleasantville Supportive Staff Association
and the
Board of Education of City of Pleasantville

ARTICLE 1

Recognition

A. In accordance with and to the extent required by Chapter 123, Public Laws of New Jersey, 1974, the Board hereby recognized the Association as the exclusive and sole representative for collective negotiation concerning grievances, terms and conditions of employment for all full-time personnel, herein defined as working four (4) or more scheduled hours per day on a ten (10) or twelve (12) month basis, under contract or on approved leave including:

- Food Service Personnel
- Custodians
- Aides
- Secretarial and/or Clerical Personnel
- Student Relations Assistant/Community Relations Asst.
- Maintenance

but excluding all others not listed above and:

- The Superintendent's Executive Secretary
- The Executive Secretary to the Assistant Superintendent
- The Executive Secretary to the Personnel Administrator
- The Administrative Assistant to the Business Manager
- Secretary/Bookkeepers to the Business Manager
- The Confidential Clerk
- The Data Processing Personnel
- Teacher Assistants
- Public Relations Officer

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

C. Future hires in the Central Office shall not automatically be precluded from the unit by virtue of location.

ARTICLE 2

Negotiation Procedure

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than October 1st of the calendar year preceding the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and Association and be adopted by both parties.

B. During negotiations, the Board and Association shall present relevant data, exchange points of view and make proposals and counter proposals. Prior to such negotiations, the Board shall make available to the Association for inspection a list of employees, their salary and insurance coverage.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations subject to final approval of the Association's membership and the Pleasantville Board of Education.

D. All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities and the Board can mutually agree.

E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement with any organization other than the Association for the duration of this Agreement.

ARTICLE 3

Grievance Procedure

A. Definition

1. A grievance is a claim or complaint by a member of the Supportive Staff or the Association based upon an alleged misinterpretation or misapplication of this Agreement and administrative decisions or policies of the Board of Education related to terms and conditions of employment.

2. Non-tenurable employees (i.e. other than secretaries who are covered by statute) shall have a three (3) year probationary period. After expiration of the probationary period, these employees shall not acquire tenure, but shall be dismissed or disciplined only for just cause. Dismissals and disciplinary action during this probationary period may be grieved only to the Board level.

B. Purposes

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise concerning these terms of employment as set forth therein. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement; however, the Association shall be given the opportunity to be present at each formal level of the grievance procedure and may state its views at such time.

C. Procedure

1. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated as each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. 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 and if left unresolved until the beginning of the following school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible.

3. Informal Discussion

An employee with a grievance shall first discuss the issue with his directing supervisor within ten (10) school days after the employee knew or could have known of the event which caused the grievance. The response of the directing supervisor shall not prejudice the position of school officials at any subsequent step of this grievance procedure.

4. Level One (Formal)

An employee with a grievance shall first discuss it with the principal or his designee with the objective of resolving the matter formally. All grievances must be initiated at this level within ten (10) school days after the employee or employees knew or should have known of the grievance. To clearly identify the grievance at this level, the employee must identify the issue in writing stating the section of the Agreement violated and the remedy sought.

5. Level Two (Formal)

If the aggrieved person is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within ten (10) calendar days after presentation of the grievance, he may file the grievance in writing with the Superintendent of Schools within ten (10) calendar days after the decision at Level One.

6. Level Three (Formal)

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to the Superintendent, he may within ten (10) school days thereafter request in writing that his grievance be reviewed by the Board of Education. The Board or a committee thereof shall review his case; shall hold a hearing with the employee, if requested by the employee; and shall render a decision in writing within twenty-one (21) calendar days of receipts of the grievance or ten (10) calendar days of the hearing whichever is later. Copies of the decision of the Board of Education shall be sent to the aggrieved, the Superintendent, Principal, Supervisor and Association.

7. The decision of the Board shall be considered final and binding concerning the matter grieved unless the grievant appeals within thirty (30) calendar days for arbitration in accordance with the rules of the American Arbitration Association. The arbitrator so appointed shall give his written response to both parties and such ruling shall be binding.

8. Unless directed otherwise by the Board or its designee, all meetings shall take place outside of scheduled working hours.

9. Each employee shall continue performing his assigned job function notwithstanding the pendency of any grievance.

10. Level Four (Arbitration)

a. Procedure

The following procedures shall be used to secure the services of an arbitrator:

1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.

3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.

b. Limits of Arbitration

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 by policy of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement which is at issue. His recommendations on such an interpretation shall be binding.

D. Rights of the Board

1. Acknowledging binding arbitration as the means of resolution for any dispute arising under the terms of this Agreement, the Association and all employees shall not cause, engage in or sanction any strike, slowdown or other concerted action for the duration of this Agreement because of any dispute or disagreement between the school district or its representatives, or any and all employees or between any other persons or other employees or organizations who are not signatory parties to this Agreement.

2. The Association recognized that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by state law and the terms of this Agreement.

3. The Association agrees and recognizes that the Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rules of the State Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by state law and language of this Agreement.

E. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by the Association or by a representative selected or approved by the Association.

2. When an employee represents himself in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or at any later level be notified by the Superintendent that the grievance is in existence and shall be notified of the results.

3. Both parties to this Agreement shall not take any reprisal(s) against any party in interest for his participation in this grievance procedure.

F. Cost for Arbitration

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

G. 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.

H. Group Grievance

If, in the judgement of the Association, a grievance affects a group of employees from more than one school, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level 2.

I. 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 be kept in the personnel file of any of the participants.

J. Forms for Grievance

Forms for filing grievance shall be available in each school building's administrative office.

ARTICLE 4

Rights and Privileges of the Parties

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

B. Representatives of the Association and the New Jersey Education Association shall be permitted entry to school property at reasonable times, provided that this shall not interfere with or interrupt normal school operation and permission is secured immediately upon entry from the administrator in charge.

C. It is specifically understood that the Board reserves unto itself all rights and powers not expressly specified herein, as authorized by New Jersey Statutes or other applicable laws and legislation.

D. Use of School Buildings

The Association and its representatives shall be granted the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified by the Association representative in advance of the time and place of all such meetings. This privilege is contingent on the building not being previously scheduled for another group in accordance with present standard District policy.

E. Use of School Equipment

The Association shall be granted the privilege to use the school equipment, when application is made on appropriate form, typewriters, mimeographing machines and other duplicating machines at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. Processing of applications for such use is to be on forms provided by the School District.

F. The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

G. The Association acknowledges the Boards exclusive right to subcontract. The Board agrees however to provide a meeting for input from the Association prior to subcontracting bargaining unit work.

ARTICLE 5

Employee Rights and Privileges

A. No employee shall be disciplined, discharged or denied any benefit of this Agreement without just cause.

B. Whenever any employee is required to appear before the Board or any committee thereof concerning a matter of discipline or discharge or his salary or any increments pertaining thereof, then he shall be given prior written notice of the reasons for such hearing and shall be entitled to have a representative of the Association present to advise him and represent him. Such hearing shall not be in public session.

C. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Laws or other applicable laws and regulations for the duration of this Agreement.

D. Nothing above presumes that a disciplined employee will necessarily be suspended without pay.

E. Acknowledging the employer's unfettered right to determine standards for work performance, methodology, and its right to establish, direct, correct and otherwise regulate the job operations of its employees; then no unit member shall be unreasonably reprimanded or disciplined in front of the public, i.e., in front of students, teachers, or other employees without just cause.

ARTICLE 6

Salary Schedules

- A. Salary and/or wage rates shall be attached to this Agreement as appendices.
- B. Although the initial placement on the salary guide resides solely with the Board of Education, no employee will be given credit on the salary guide beyond the experience level gained in like or similarly positions.
- C. Paydays shall be every other Friday except when said dates fall on a holiday, then employees shall be paid on the last working day.

ARTICLE 7

Sick Leave

- A. All employees shall be entitled to ten (10) days leave for illness. Twelve (12) month employees shall be entitled to twelve (12) days leave for illness; such sick leave shall be earned pro rata for each month eligible service.
- B. Unused sick days shall accumulate from year to year. By October 30th, each employee shall receive a written accounting of any sick leave accumulated through the prior June 30th period.
- C. It is understood that each employee is expected to be in regular attendance at his appointed job function.
- D. The Board shall continue to provide Workman's Compensation Insurance for each employee for the duration of this Agreement. Payment of sick leave for service connected disability shall be in accordance with and to the extent required by Title 18A:30-2.1. Any job related injury shall be reported to the administration as soon as possible by the employee concerned.
- E. Retirement Pay - If a unit member has a minimum of fifteen (15) years of in-district service at the time of retirement from the District, and if such unit member has at least seventy-five (75) accumulative sick days, then the Board shall, at the time of retirement reimburse at the rate of twenty-five (\$25.00) for each unused accumulated sick leave day to a maximum of \$7000 provided at least a twelve (12) month notice is given in writing advising the Board of the effective date of retirement. If the notice above is not given in a timely fashion, then the compensation shall be deferred until one (1) year later. If the unit member should die after retirement and prior to receiving payment, then such funds shall be paid to the unit member's estate.

ARTICLE 8

Temporary Leaves of Absence

A. Types of Leave

Employees shall be entitled to the following temporary non-accumulated leaves of absence with full pay each year:

1. Leave without loss of pay not to exceed a total of five (5) days per year may be granted by the Superintendent of Schools for the following reasons:

- a) illness in the immediate family
- b) death in the immediate family
- c) marriage in the immediate family
- d) required appearance in a court of law
- e) religious holidays

Note: The above leave requires written request to be submitted to the Superintendent of Schools one (1) week prior to leave except in case of emergency. Immediate family shall be interpreted as: husband, wife, child, sister, brother, father, mother or any other member of the family unit living in the same household no matter what degree of relationship.

2. Leave without loss of pay not to exceed a total of three (3) days per year may be granted by the Superintendent of Schools for the death of a mother-in-law, father-in-law, sister-in-law or brother-in-law.

3. Temporary Military Leave

Time necessary for persons called into temporary active duty or any unit of the United States Reserves or the New Jersey State National Guard shall be granted in accordance with applicable State or Federal statutes. Each employee must attempt in writing to request this duty during non-working time. Such request must be made within ten (10) days of notification by the Military with a copy to the Superintendent of Schools.

4. Nothing herein precludes opportunity to request of the Superintendent (or his designee) use of a personal leave day for a reason other than those specified above, however, approval or denial rests solely with Superintendent and such decision on the request is not grievable.

B. Leaves taken pursuant to the above temporary leaves shall be in addition to any sick leave to which an employee is entitled.

ARTICLE 9

Extended Leaves of Absence Without Pay

A. Military

Military leave without pay shall be granted to any employee who is inducted in accordance with applicable State or Federal statute in any branch of the armed forces of the United States.

B. Child Rearing Leave

1. The Board of Education will grant child rearing leave of absence without pay to any full-time employee whose child is less than ninety (90) days of age at the time of leave commencement.

2. The employee must apply in writing for such leave to the Superintendent or designee at least thirty (30) days prior to commencement.

3. It is understood that a leave of absence for child rearing leave is not to be extended to a nontenured employee beyond the end of the contract year in which the leave is obtained.

4. Child rearing leave of absence shall be for no longer than one (1) year at a time and a maximum leave shall be for no longer than three (3) consecutive years. Written application to extend such leave of absence from year to year until the maximum leave is granted shall be made per paragraph five (5) below.

5. An employee on child rearing leave may return to work at the beginning of a new regular work year provided notice of the return is given the preceding April 1st, or notice may be given August 1st if return is for January 1st. No employee may leave for and return from child rearing leave during the same work year. (However, if it is mutually agreeable, this requirement may be waived, but the issue shall not be grievable.) Any request for return to work must be made in writing to the Superintendent of Schools or designee.

6. Any tenured employee adopting an infant child less than five (5) years of age shall receive such leave without pay commencing upon receiving de facto custody of said infant; also, such leave shall be in accordance with the child rearing leave's procedural requirements.

7. In order to be eligible for incremental gain upon return to duty, the employee must have worked on less than one-half (1/2) of the work year prior to commencing on child rearing leave.

C. Benefits

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be frozen but shall be restored to him upon his return. Such employees shall be returned to the same or a similar classification, if such exists.

D. Extensions and Renewals

Application for extension of leaves shall be applied for in writing.

E. Additional Leaves

Additional leaves for good and sufficient cause may be granted by the Board. A request for leave shall not be capriciously denied.

F. Any employee approved for an extended leave without pay must prepay three (3) full months of the group rate for insurance in advance of time of the leave's commencement. Should the employee thereafter fail to pay in advance quarterly, the individual's participation will then terminate immediately in the employer's master plan. Within thirty (30) days of such termination, the employee will be notified; however, lack of such notification is not subject to grievance procedure.

G. An employee who is granted an extended leave of absence by the Board shall not receive increment credit for time spent on a leave granted pursuant to any section of this Article, except as mandated by an applicable law.

ARTICLE 10

Work Year Terms and Conditions

A. Scheduled Holidays for Twelve (12) Month Employees

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. General Election
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Christmas Day
12. President's Day
13. Good Friday

Note:

1. If day off is unable to be given as the holiday(s) stipulated, then a compensatory day will be mutually agreed upon by the Superintendent and President of the Association.
2. Ten (10) and twelve (12) month secretaries shall not be scheduled during the Christmas and Spring academic recesses.
3. The last work day before Christmas for all twelve (12) month custodian and maintenance personnel shall be of four (4) hours duration excluding lunch/dinner.

B. Scheduled Vacation for Twelve (12) Month Employees

The following vacation time with pay shall be allotted to twelve (12) month contract employees:

1. Up to one (1) year of completed service: five (5) days to be earned pro rata.
2. Over one (1) year of completed service: ten (10) days to be earned pro rata.
3. Over ten (10) years of completed service: fifteen (15) days to be earned pro rata.
4. Over fifteen (15) years of completed service: twenty (20) days to be earned pro rata for custodial and maintenance employees only.

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

D. Work Year

1. Ten Month Secretaries

The maximum work year for ten (10) month secretaries shall be 190 days as scheduled by the District.

2. Aides, Student Relations Assistants, & Cafeteria Workers

The maximum work year for ten (10) month aides, student relations assistants, and cafeteria workers shall be 185 work days between September 1 and June 30. It is understood that the work year for some cafeteria workers can commence prior to September 1st.

ARTICLE 11

Employment Procedures

A. Placement on Schedule

Each employee shall be placed on his proper step of the salary/wage rate schedule as of the beginning of the contract. Any employee employed prior to January 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

Note: Some employees have been designated assigned step placement.

B. Resignation

Any employee who is resigning from his position shall give the normal thirty (30) day notice in writing.

C. Notification of Contract and Salary

All employees contracted for a fixed time period shall be notified of their contract and salary status for the ensuing year no later than April 30th, unless hired between May 1 and June 30.

D. Assigned Duties

Each employee is expected to perform assigned job responsibilities for which he is employed in a consistent and competent matter.

E. Head Custodians

A head custodian shall be appointed year to year by the Board to each district location. Such appointment, or lack thereof, shall not be arbitrable. If the performance of a head custodian is unsatisfactory, then disciplinary action and/or loss of the Head Custodial position may result.

F. New Hires

When a new employee is hired by the School District, such employee will be in a probationary status and paid per diem until after reception by the District of the criminal background check. Within fifteen (15) working days or the first day of the following month of receipt of the background check, whichever is later, such new hire who has been approved shall be granted prorata all other benefits appropriate to employment (insurance benefits, et, al).

ARTICLE 12

Discipline or Discharge for Cause

A. Employees shall not suffer loss of pay, be disciplined or discharged without just cause.

B. Where minor issues concerning employment performance exist which require improvement, discipline of an employee shall be progressive i.e., verbal counseling, written advisement of the need for improvement, and discipline.

ARTICLE 13

Employee/Administration Liaison Committee

A. Three (3) representatives for the Board and three (3) representatives for the Association may meet for the purpose of resolving problems that may arise. These meetings are not intended to bypass the grievance procedure and shall be initiated in writing by either party and shall take place once during October and March, (if needed).

B. Each party shall submit to the other, at least three (3) days prior to the meeting, and agenda covering matters they wish to discuss.

C. All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities and when mutually convenient to both parties.

D. It is understood that the above meetings are not intended for negotiations.

ARTICLE 14

Seniority and Job Security

A. School District seniority is defined as service by appointed employees in the school District within the collective bargaining unit covered by the Agreement.

B. In the event of reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be released in the inverse order of seniority of the employees within each job category except that those classifications in accordance with and to the extent require by Title 18A shall be processed per statutory mandate.

C. In the event of layoff at a work location, an employee shall be informed of any vacancy in any other work location in his classification for the purpose of giving him an opportunity to apply for such vacancy. If a vacancy exists in a job classification other than the one the employee previously filled, then the employee may apply for such vacancy provided he/she has the necessary skills for appointment to the new position. The Board shall retain sole prerogative concerning whether the employee is hired in the new position.

D. In the event that within five (5) months from the date of his layoff a vacancy occurs in the classification of his last appointment, a laid off employee shall be entitled to recall thereto in the order of his seniority provided he reports to work within twenty-four (24) hours of recall.

E. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District by certified mail, return receipt requested, or by telegram. If he fails to reply or if he indicates that he does not desire to return to such work, he shall be considered as terminated for cause.

F. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have credited his accumulated seniority to the date of layoff.

ARTICLE 15 Insurance Coverage

A. Insurance Coverage

In order to be eligible for participation, new hires commencing work after the signing of this 1996-98 Agreement must be regularly employed for a minimum of twenty-five (25) hours per week. For employees who join the insurance protection plans offered by the Board remain in the employ of the Board for the full year, the Board shall make payment of insurance premiums to provide yearly insurance coverage for all employees in the unit. Application and insurance coverage shall be in accordance with the master plan of the Board's policy.

B. Description to Employees

The Board shall request each employee be provided by the carrier a description of the health-care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage.

C. The Board shall provide the health-care insurance protection designated below. The Board shall provide for each employee, and, in cases where appropriate, for family-plan insurance coverage.

Carrier(s)

The health insurance carrier(s) shall be determined by the Board of Education for the basic hospitalization and medical surgical coverage. Such coverage shall be equal to the Medallion Plan of Blue Cross/Blue Shield of New Jersey. The Board shall pay 96% of the premium per category and the employee shall pay 4%.

Incorporation will be provided in such master policy to allow employees who retire henceforward to be covered upon retirement at their own cost at group rates.

Effective February 1, 1997, employees commencing active employment on this date or thereafter, shall be entitled only to participation in the basic health care insurance at single (employee) coverage only for a period of the first two and one-half (2 1/2) years of active duty employment. These new employees may participate in additional coverage (parent/child or full family, et. al.) at his/her own expense.

D. The Board shall provide a family prescription co-pay plan that will be five dollars (\$5.00) for brand name prescriptions and three dollars (\$3.00) for generic prescriptions.

E. The District's dental insurance plan shall be provided to all unit employees as soon as possible at a maximum cost of \$500 to the board.

F. It is specifically understood that members of the same family under the Pleasantville Board of Education's employ are not entitled to separate insurance coverage.

G. Any employee who officially retires while in the employment of the Pleasantville Public Schools from the New Jersey Teachers Pension and Annuity Fund or the New Jersey Public Employees Retirement System may purchase health insurance from the School District by prepaying the group rate for the insurance three (3) full months in advance. Should the employee thereafter fail to pay in advance on a quarterly basis, participation and/or family participation will terminate immediately from the employer's master plan. Within thirty (30) days of such termination, the employee will be notified after which the Board of Education will have no responsibility or liability for any expenses incurred for health related reasons that are normally covered by the health insurance program.

H. The Board shall provide up to the maximum amount of \$110 optical reimbursement upon presentation of receipts from licensed physicians or optometrists. Such receipts should be paid by the Board of Education as soon as possible after presentation to the Board Secretary:

ARTICLE 16

Transfers and Reassignments

A. Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such request for transfers and reassignments for the following year shall be submitted no later than April 30th and will be considered by the Administration when new openings occur.

B. An employee being transferred or reassigned shall be placed only in a similar position which does not involve reduction in total compensation.

C. No later than May 15 of each year, the Board shall cause to be posted a list of open positions in the bargaining unit anticipated for the following work year. (Nothing herein precludes applying prior to the list being posted.) It is expressly understood by the parties to this Agreement that the Board reserves sole right of selection and appointment of personnel.

D. Whenever an employee is involuntarily reassigned, then he/she shall be given the opportunity to meet with the Superintendent or his designee to discuss the reassignment. Whenever possible, such meeting shall be held prior to the proposed reassignment.

E. A ten (10) month employee who wishes to be notified of a job opening during the non-working summer months must present to the personnel office a self-addressed stamped envelope prior to leaving for the summer recess and such notice shall be mailed where appropriate.

ARTICLE 17

Protection of Employees

A. Employees shall not be required to work under unsafe or hazardous conditions which substantially and detrimentally endanger their health or safety.

B. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior. Such notification shall immediately be forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved.

ARTICLE 18

Terms of Employment

A. Call-In Time

Employees called back to work at hours other than those incorporating a regular work shift shall be guaranteed a two (2) hour minimum as compensation.

B. Custodial Work

1. If a custodian is required to work on a Saturday, then he shall be notified by Wednesday of the same week and be given Thursday or Friday as compensatory time in lieu of Saturday. If more than one (1) custodian is assigned to a particular building, reasonable effort will be made to rotate Saturday work requirements among such custodians.

2. It is herein confirmed that each custodial employee is responsible for minor repair jobs in each building of assignment.

3. A custodian may be assigned as assistant to a maintenance employee as a full-time or for a shorter temporary period of time. Current maintenance people shall continue to be paid on the maintenance scale.

4. Uniforms

(a) The Board will require the wearing of uniform and nametag while actively functioning in the position of custodian and maintenance worker. The need for such requirement will be reviewed annually by the Board.

(b) Two (2) basic uniforms and a nametag will be issued for each maintenance/custodial employee, at Board cost.

(c) Employees are required to maintain and launder the issued uniforms.

(d) Employees are subject to discipline if they wear such uniforms other than at work and one hour before or after scheduled work hours.

(e) As part of the required uniform dress, name plates must be worn on the uniforms.

(f) Employees, upon initial issue, will sign acknowledgement of fiduciary responsibility for turn-in of the uniforms upon separation from work, retirement or written request.

C. Work in a Higher Pay Category

1. Whenever an employee works five (5) or more consecutive days in a higher job classification, then he/she will receive compensation at the higher rate for all days worked at the higher pay category.
2. Aides who are also certified as substitute or fully-certified teachers shall be eligible for appointment as substitute teachers at the Board approved rate of pay, instead of the aide salary, (whichever is higher) for the day of the assignment as a substitute should a regular substitute be unavailable for class. Such determination shall be made by the Superintendent or his designee, and the staff member shall serve wherever required. This provision shall be operable after the first three (3) hours of the assignment.

D. Work Schedules

1. Twelve (12) month secretaries: eight (8) hours including a forty five (45) minute scheduled lunch.
2. Ten (10) month secretaries: eight (8) hours including a forty five (45) minute scheduled lunch.
3. Maintenance workers: seven and one-half (7 1/2) hours exclusive of a thirty (30) minute scheduled lunch.
4. (a) Day custodians: eight (8) hours exclusive of a thirty (30) minute scheduled lunch.

(b) Night custodians: eight (8) hours inclusive of a sixty (60) minute scheduled lunch. This inclusive lunch is a night differential compensation.
5. Aides: seven (7) hours including a forty five (45) minute scheduled lunch.
6. Cafeteria workers: net work hours as scheduled.

Note for items 1-6: Employees scheduled less net hours in the above categories shall receive pro rata net pay compensation.

7. School secretaries shall report to work at regular time, upon direction of his/her immediate superior, on snow or emergency days when school would normally be in session but closed due to these emergency conditions. Such twelve (12) month personnel shall receive an additional \$50.00 per day on such days required to report to work providing he/she works a minimum of five (5) hours. Ten (10) month employees shall be entitled to these service provisions guaranteed twelve (12) month employees and receive an additional day of pay or compensatory time, at the Board's discretion, calculated on a straight time basis.

E. Overtime Provisions

1. Cafeteria, custodian and maintenance employees shall receive one and one-half (1 1/2) times regular salary for any time worked beyond the normal work day on those days where there is a shortage of personnel due to the unavailability of substitutes. Notice to work overtime will be issued by the supervisor and may not be taken without his/her authority. Submitted and approved overtime shall be forwarded for reimbursement processing every two (2) weeks.

2. Overtime and compensatory time shall be consistent with the mandates of the U. S. Fair Labor Standards Act as it pertains to public sector school employees of New Jersey.

ARTICLE 19

Employee Growth and Development

A. Members of this unit may apply for reimbursement for college level training or other job-related courses that would best enable them to meet their current duties or to advance to another position in the District. The Board shall reimburse upon recommendation of the Superintendent the amount it deems appropriate for courses in which the employee has received a minimum of a "B" in a graduate course, a "C" in an undergraduate course or for training when the employee can demonstrate his/her proficiency.

B. Employees may be granted the opportunity to attend conferences workshops or other job-related programs with pay or without pay at the discretion of the Superintendent of Schools.

C. The Board may provide inservice programs to promote employee growth and development, improve health and safety and/or to improve employee efficiency and proficiency.

D. When a secretary completes the course requirements and is awarded an Associates Degree in Office Technology at a college recognized and accredited by the New Jersey Department of Education, such secretary will be granted a "one-shot" stipend of one thousand dollars (\$1,000.00), provided that in return such secretary will prepare and instruct other clerical personnel of the Pleasantville School District in these learned advanced skills such as will be determined and scheduled by the Administration during a work time in-service session/s."

ARTICLE 20

Miscellaneous Provisions

A. Nondiscrimination

The Board and the Association agree that in accordance with statute there shall continue to be no discrimination and that all practices, procedures and policies of the school system shall continue to exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or domicile. The Board will not deny employment on the basis of marriage per se.

B. Totality

This Agreement incorporates the total understanding of the Board and Association for all matters negotiated.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and substituting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee shall not be in conflict with the provisions of this Agreement. If an individual contract contains any inconsistent language, this Agreement for its duration shall be controlling.

E. Printing Agreement

Copies of this Agreement shall be reproduced at the expense of the Board. The Agreement shall be presented in sufficient quantity for each member of this bargaining unit within ninety (90) days of execution. It shall be the responsibility of the Association to distribute the copies.

F. Credit Union

Employees may individually elect to have a percentage of their pay automatically deducted and deposited in the Atlantic Burlington Credit Organization (A.B.C.O.).

G. Employees who are required to use their personal automobiles in the course of their employment shall be compensated at the I.R.S. reimbursement rate in existence on June 1st of each year of the contract and shall apply for the subsequent July 1st through June 30th.

ARTICLE 21

Supportive Staff Evaluation

A. All observations of an employee's performance shall be conducted openly and with full knowledge of the employee. Evaluations of employees shall not be restricted to direct observations. All data pertinent to the employee's performance may be used to evaluate the employee and any data used in an evaluative manner shall be made known to the employee.

Upon request an employee shall be give a copy of any observation or evaluation report prepared by his/her evaluator at least one (1) workday before any conference to discuss it.

B. An employee shall have the right, upon request and reasonable notice, to review the contents of his/her personnel file in the presence of a disinterested official.

C. An employee shall be given a copy of any derogatory material which is placed in his/her files. The employee shall have the right to attach a statement within ten (10) school days of receiving a copy of such materials.

ARTICLE 22

Agency Shop

A. The Board shall provide an agency shop provision in an amount equal to 85 percent of the designated Association dues. The Association agrees to "save harmless" the Board of any claims arising out of this provision.

B. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) 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.

C. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be a maximum of 85% of the Association's dues charged to regular members.

D. On or about the 15th of September of each year the Board will make available to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

E. An employee who works but a part of a year (July 1 through June 30) and ceases employment prior to January 1st shall pay no agency fee.

F. An employee who works part of a full year (July 1 through June 30) and ceases employment after January 1, but prior to June 30, shall pay the prorata portion of the yearly agency fee prior to cessation of employment.

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

H. The Association will notify the Board in writing of any changes in the list provided for in paragraph D above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board received notice.

I. 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. The Board will also notify the Association of any change in the status of an employee regarding leave of absences, return from leave, retirement, resignation, separation from employment, and death.

J. It is expressly agreed and understood by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understanding expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole exclusive obligation and responsibility of the Association.

K. It is expressly agreed and understood that the Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

L. The Board shall give the Association reasonable timely notice in writing of any claim of legal liability in regard to which it will seek to implement paragraph K, above.

M. If the Association so requests in writing, the Board will cooperate full with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

N. It is expressly understood that paragraph K, above will not apply to any liability which may arise as a result of any type of wilful culpable misconduct by the Board.

ARTICLE 23

Duration of Agreement

A. Duration Period

The duration of this contract shall be for two (2) years from July 1, 1996, through June 30, 1998 with language changes effective upon the date of signing and salary retro-active for current employees to July 1, 1996.

B. Status of Incorporation

In witness whereof the Association has caused this agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its seal to be placed hereon, all on the day and year written below.

PLEASANTVILLE SUPPORTIVE STAFF ASSOCIATION

Regina A. Whaley
President

Date 9-19-96

Sarah B. Smith
Secretary

Date 9-19-96

PLEASANTVILLE BOARD OF EDUCATION

Joseph Green, Jr.
President

Date 9/20/96

Frank Dwyer
Secretary

Date 9-19-96

PROPOSED GUIDE 1996-97

| Step | Yrs | AIDE | 10-MO SECY | 12-MO SECY | CUST | MAINT | SRA/CRA | CAFE |
|------|-----|--------|---------------|---------------|--------|--------|---------|--------|
| 1 | 0-1 | 9,102 | 13,207 | 16,128 | 16,662 | 25,277 | 15,037 | 10,422 |
| 2 | 2 | 9,552 | 13,657 | 16,668 | 17,202 | 25,817 | 15,537 | 10,622 |
| 3 | 3 | 10,002 | 14,107 | 17,208 | 17,742 | 26,357 | 16,037 | 10,822 |
| 4 | 4 | 10,452 | 14,557 | 17,748 | 18,282 | 26,897 | 16,537 | 11,022 |
| 5 | 5 | 10,902 | 15,007 | 18,288 | 18,822 | 27,437 | 17,037 | 11,222 |
| 6 | 6 | 11,352 | 15,457 | 18,828 | 19,362 | 27,977 | 17,537 | 11,422 |
| 7 | 7 | 11,802 | 15,907 | 19,368 | 19,902 | 28,517 | 18,037 | 11,622 |
| 8 | 8 | 12,252 | 16,357 | 19,908 | 20,442 | 29,057 | 18,537 | 11,822 |
| 9 | 9 | 12,752 | 16,857 | 20,508 | 21,042 | 29,657 | 19,037 | 12,022 |
| 10 | 10 | 13,252 | 17,357 | 21,108 | 21,642 | 30,257 | 19,537 | 12,222 |
| 11 | 11 | 13,752 | 17,857 | 21,708 | 22,242 | 30,857 | 20,037 | 12,422 |
| 12 | 12 | 14,252 | 18,357 | 22,308 | 22,842 | 31,457 | 20,537 | 12,622 |
| 13 | 13 | 14,752 | 18,857 | 22,908 | 23,442 | 32,057 | 21,037 | 12,822 |
| 14 | 14 | 15,252 | 19,357 | 23,508 | 24,042 | 32,657 | 21,537 | 13,032 |
| 15 | 15 | 15,752 | 19,857 | 24,108 | 24,642 | 33,257 | 22,037 | 13,242 |
| 16 | 16 | 16,252 | 20,357 | 24,708 | 25,242 | 33,857 | 22,537 | 13,452 |
| 17 | 17 | 16,752 | 20,857 | 25,308 | 25,842 | 34,457 | 23,037 | 13,662 |
| 18 | 18 | 17,252 | 21,357 | 25,908 | 26,442 | 35,057 | 23,537 | 13,872 |
| 19 | 19 | 17,752 | 21,857 | 26,508 | 27,042 | 35,657 | 24,037 | 14,082 |
| 20 | 20+ | 18,252 | 22,357 | 27,108 | 27,642 | 36,257 | 24,537 | 14,292 |

LONGEVITY:

| | | | | | | | | |
|-------|-----------|------|------|------|------|------|------|------|
| AFTER | 10 YRS | 500 | 500 | 600 | 600 | 600 | 500 | 500 |
| AFTER | 15 YRS | 1180 | 1180 | 1416 | 1416 | 1416 | 1180 | 1180 |
| AFTER | 20 YRS | 1800 | 1800 | 2160 | 2160 | 2160 | 1800 | 1800 |

Cafeteria Cashier an additional \$1,000
 Cafe. Truck Driver an additional \$1,104
 Cafe. Elem. Manager an additional \$2,100
 Cafe. H.S. Manager an additional \$2,390

HEAD CUSTODIANS
 High School \$850
 Decatur Ave. 700
 Elem. School 700

Stipends: Clerical Aide - \$600
 Secretary 10-month 12 month
 H.S. Principal 1,500 1,800
 Elem. Principal 1,000 1,200
 Director/Suprvr 1,000 1,200

PLEASANTVILLE PUBLIC SCHOOLS
PROPOSED GUIDE 1997 - 98

| STEP | YRS | AIDE | 10-MO SECY | 12-MO SECY | CUST | MAINT | SRA/CRA | CAFE |
|------|-----|-------|---------------|---------------|-------|-------|---------|-------|
| 1 | 0-2 | 9849 | 13954 | 17024 | 17558 | 26173 | 15834 | 10801 |
| 2 | 3 | 10299 | 14404 | 17564 | 18098 | 26713 | 16334 | 11001 |
| 3 | 4 | 10749 | 14854 | 18104 | 18638 | 27253 | 16834 | 11201 |
| 4 | 5 | 11199 | 15304 | 18644 | 19178 | 27793 | 17334 | 11401 |
| 5 | 6 | 11649 | 15754 | 19184 | 19718 | 28333 | 17834 | 11601 |
| 6 | 7 | 12099 | 16204 | 19724 | 20258 | 28873 | 18334 | 11801 |
| 7 | 8 | 12549 | 16654 | 20264 | 20798 | 29413 | 18834 | 12001 |
| 8 | 9 | 12999 | 17104 | 20804 | 21338 | 29953 | 19334 | 12201 |
| 9 | 10 | 13499 | 17604 | 21404 | 21938 | 30553 | 19834 | 12401 |
| 10 | 11 | 13999 | 18104 | 22004 | 22538 | 31153 | 20334 | 12601 |
| 11 | 12 | 14499 | 18604 | 22604 | 23138 | 31753 | 20834 | 12801 |
| 12 | 13 | 14999 | 19104 | 23204 | 23738 | 32353 | 21334 | 13001 |
| 13 | 14 | 15499 | 19604 | 23804 | 24338 | 32953 | 21834 | 13201 |
| 14 | 15 | 15999 | 20104 | 24404 | 24938 | 33553 | 22334 | 13401 |
| 15 | 16 | 16499 | 20604 | 25004 | 25538 | 34153 | 22834 | 13621 |
| 16 | 17 | 16999 | 21104 | 25604 | 26138 | 34753 | 23334 | 13831 |
| 17 | 18 | 17499 | 21604 | 26204 | 26738 | 35353 | 23834 | 14041 |
| 18 | 19 | 17999 | 22104 | 26804 | 27338 | 35953 | 24334 | 14251 |
| 19 | 20 | 18499 | 22604 | 27404 | 27938 | 36553 | 24834 | 14461 |
| 20 | 21+ | 18999 | 23104 | 28004 | 28538 | 37153 | 25334 | 14671 |

LONGEVITY:

| | | | | | | | |
|----------|------|------|------|------|------|------|------|
| AFTER 10 | 500 | 500 | 600 | 600 | 600 | 500 | 500 |
| AFTER 15 | 1180 | 1180 | 1416 | 1416 | 1416 | 1180 | 1180 |
| AFTER 20 | 1800 | 1800 | 2160 | 2160 | 2160 | 1800 | 1800 |

Cafeteria Cashier an additional \$1,000
 Cafe. Truck Driver an additional \$1,104
 Cafe. Elem. Mngr. an additional \$2,100
 Cafe. H.S. Mngr. an additional \$2,390.

Stipends: Clerical Aide - \$600

Secretary 10-mo 12-mo
 H. S. Principal 1,500 1,800
 Elem. Principal 1,000 1,200
 Director/Suprvr 1,000 1,200

Head Custodians

High School \$850
 Decatur Ave. 700
 Each Elem. School 700