

**SUPPORT SERVICE ADMINISTRATORS  
ASSOCIATION**

**AGREEMENT WITH THE**

**PEMBERTON TOWNSHIP BOARD OF EDUCATION**

For the period  
JULY 1, 2017 to JUNE 30, 2020

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## MEMORANDUM OF AGREEMENT

The Negotiating Teams from the Pemberton Township Board of Education ("Board") and the Pemberton Township Support Service Administrator's Association ("PTSSAA") having met and duly negotiated in good faith, have reached tentative agreement on the items outlined in the Memorandum of Agreement for inclusion in successor agreements to the collective bargaining agreement that expires on June 30, 2020.

Duration of Successor Agreements

July 1, 2017 to June 30, 2020

## ARTICLE I RECOGNITION

Pursuant to the provisions of Chapter 303, PL. 1968, the Board hereby recognizes the Support Service Administrators' Association here and after known as "SSAA" as the exclusive and sole collective bargaining representative for negotiations concerning the terms and conditions of employment for the following in the employ of the Board:

Attendance Officer  
Childcare Coordinator  
District Database Coordinator  
District Information Officer  
Journalist/Graphic Designer  
Media Services Coordinator  
Network Engineer  
Network Support Technician  
Shop Foreman  
Supervisor of Food Services  
Supervisor of Custodians & Grounds  
Supervisor of Facilities  
Systems Analyst  
Systems Engineer  
Technology Coordinators  
Transportation Supervisor  
21<sup>st</sup> Century Program Coordinator

The Board hereby recognizes that any changes to salary or other conditions of employment, for the above mentioned positions, must be negotiated with the SSAA. Additionally, proposed personnel changes within the district that may involve assignments into the SSAA by job description, including both new or existing employees, necessitates negotiations with the SSAA before any action can be taken by the Board of Education.

This agreement excludes all other district employees not currently represented by the SSAA.

## ARTICLE II NEGOTIATION PROCEDURES

The parties agree to meet during the school year in which the current agreement is to expire. SSAA will present its proposal two weeks in advance of said meeting which will be mutually scheduled.

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable to the effective date of this Agreement for employees covered by this Agreement, shall continue to be so applicable during the term of the Agreement. Unless otherwise provided in so as to eliminate, reduce, nor otherwise detract from any employees' benefits existing prior to the effective date.

## ARTICLE III GRIEVANCE AND ARBITRATION

### A Definition

- 1 A grievance is a claim over the terms and conditions of employment by an employee or group of employees based on the interpretation, application or alleged violation of the Negotiated Agreement, Board policy, or administrative decisions affecting employees' terms and conditions of employment.
- 2 Aggrieved Person An "aggrieved person" is the person or persons or Association making the claim.

### B. Purpose

1. The purpose of this procedure is to resolve differences concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by the contract.
2. It is understood that employees shall, notwithstanding the formal filing of a grievance, continue to observe all assignments, applicable rules and procedures of the Board.

### C. Procedure

1. Failure to communicate any decision by any staff member shall move the grievance to the next level. Failure to appeal an answer within the specified time limits shall be deemed to accept the decision rendered.
2. Time Limits: The time limits at each level should be considered as maximums and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual consent.
3. Level One: The aggrieved person shall within five (5) calendar days of the day they knew or should have known of the alleged adverse action, first discuss directly the grievance with the immediate supervisor with the objective of resolving the matter informally.
4. Level Two: In the event the grievance is not resolved at Level One, or if no decision has been rendered within seven (7) calendar days after the presentation of the grievance, the aggrieved person may file the grievance in writing with the Superintendent or his designee as appropriate for discussion. The matter shall be heard within ten (10) calendar days. The written grievance shall contain the nature of the grievance, date, result of previous discussions, specific remedy sought and what specific article of the contract, Board policy, administrative decision is at issue.
5. Level Three: If the grievance is not resolved at Level Two, or if no decision has been rendered within ten (10) calendar days after the presentation of the grievance, the aggrieved person may file the grievance in writing to the Board of Education. The matter shall be heard by the Board within thirty (30) calendar days.
6. Level Four
  - a. If the grievance is not resolved at Level Three, or if no decision is rendered within ten (10) calendar days after receiving the Board's decision, the aggrieved person may within ten (10) calendar days request in writing to the Board of Education that the grievance proceed to nonbinding arbitration.

Only a grievance which arises under the express written terms of the negotiated agreement can proceed to advisory arbitration.

- b. The parties in dispute shall select and agree upon a mutually acceptable arbitrator. The parties may select from a panel submitted by the American Arbitrator's Association in accordance with its rules.

- c. The arbitrator shall conduct a hearing at which both parties are given a full opportunity to present evidence, and to examine and cross-examine witnesses. The arbitrator shall render his/her decision in writing within 30 days after the conclusion of the hearing. The decision of the arbitrator shall be advisory.
- d. The cost of the arbitrator shall be equally borne by each party. All other cost shall be borne by the party incurring them.
- e. The arbitrator shall have no authority to rule on grievances which concern the interpretation, application or alleged violation of Board policies and administrative decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment.
- f. The arbitrator shall not have the power or authority to add to, subtract from, or otherwise modify any provision as contained in the negotiated agreement of the parties.
- g. The following matters shall not be grievable or arbitral:
  - i. The failure or refusal of the Board to renew a non-tenure employee;
  - ii. The termination of a non-tenure employee.
  - iii. Matters where a method of review is prescribed by law or by any rule, regulation of the State Commissioner of Education or the State Board of Education;
  - iv. Matters involving statutory or discretionary powers of the Board;
  - v. Matters where the Board is without authority to act. Matters solely retained by the Board as management rights and those areas that are non-negotiable.

## ARTICLE IV CONTRACT COVERAGE

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.

Any employee who resigns from the employment of the Board of Education shall give, in writing, 60 days notice of such.

The Board of Education must give, in writing, 60 days advance notice in the termination of an employee covered under this contract.

## ARTICLE V EMPLOYEE RESPONSIBILITY

The employees covered by this agreement are herewith deemed as support staff personnel, and are guided with such responsibilities as outlined in their individual job descriptions and as delegated by the Superintendent of Schools and the policies of the Board of Education.

As such, each employee is expected and required to devote whatever time and effort is necessary to fulfill the obligations of the Superintendent and Board of Education.

## ARTICLE VI NOTIFICATION OF STATUS

On or before May 15 of each year, the Board shall give to each employee employed in the preceding year, either:

- 1). A written offer of a contract for the next succeeding year providing for such increases in salary and benefits as may be required by law or Agreement between the Board and the Association. Employment by the Board is at will, but in no case be beyond one (1 ) contract year, and must be renewed annually, or;
- 2). A written notice that such employment shall not be offered.
- 3). If the employee desires to accept such employment, he shall notify the Board of such acceptance in writing within ten (10) days in which event such employment shall continue as provided herein.

## ARTICLE VII WORK YEAR AND WORK DAY

### A. Work Year

All members of the PTSSAA shall have a work year of twelve months. (Current employees with 10 month schedules will be exempt.)

### B. Work Day

All members of the PTSSAA shall have an eight hour work day, five (5) days per week. Tech Coordinators start time shall reflect the start of the building to which they are assigned, inclusive of lunch.



## ARTICLE VII

### SICK LEAVE, PERSONAL DAYS, DEATH IN FAMILY, AND OTHER PERSONAL LEAVE

- A. Sick Leave All 12 month personnel shall be entitled to twelve (12) sick leave days each school year (10 months - 10 sick days) with unused days accumulating to the next school year. Unused sick leave days that have accumulated upon retirement of an SSAA employee, will result in the employee being paid \$95 per day. All unused sick leave benefits will be paid to the heirs or survivors of the employee. In the event of death while under contract on an employee having at least ten (10) years of continuous service in the district, the board shall pay to his/her estate a sum for accumulated sick leave.
1. Payment for sick days will be capped at \$15,000 for all new employees hired after June 30, 2011.
    - a For all present employees, their accumulated sick day retirement pay shall be capped following June 30, 2011.
    - b Present employees hired prior to June 30, 2011, who have not reached the \$15,000 cap by June 30, 2011, shall be capped at \$15,000.
  2. Payments made under this provision will be made on July 15 immediately following the school year of retirement provided the employee gave written notice of retirement on or before January 31 of that school year. In case of extenuating circumstances, the Board may approve exceptions to this notification date. Failure to provide such notice or to obtain an approved exception may result in delay in payment until the first day of the second subsequent fiscal year.
- B. Personal Days - After one (1) year of employment in Pemberton Township, each 12 month employee shall be granted three personal days leave (10 months — three (3) personal business days) with pay during each school year. If a personal leave day or days are not used, the unused day or days shall be added to the employee's accumulated sick leave in the following year. Personal leave is provided to enable the employee to take care of personal which cannot be accomplished outside of his/her work day. Personal leave is not to be used for purposes of pleasure, recreation, housework, resting, extended vacations, family birthdays or the like. Each planned personal leave request must be made directly to the Superintendent and/or immediate supervisor, 48 hours prior to the desired time off. Such notification shall not be required in the case of emergency situations. Administration may ask for reason and verification for personal days

before and after the following one-day holidays: Rosh Hashanah or Yom Kippur (whichever is the holiday), Columbus Day, Veteran's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, July 4<sup>th</sup>. During the remainder of the school year, staff will not be asked for reasons or verification unless the individual has a pattern of abuse.

- C. Vacation Days - All twelve month employees covered by this Agreement who have been continuously employed by the Board for a full year shall be entitled to twenty-two (22) vacation working days with pay. Vacation days must be taken at a time that will not result in the disruption of critical school operations or the performance of important job responsibilities, and must be approved by the Superintendent or Immediate Supervisor. Vacation days cannot be used in conjunction with personal business days (can be used with holidays.) If a situation arises in which vacation days cannot be taken due to an emergency situation requiring the employee's presence, a maximum of 5 vacation days can be converted into sick days.
- D. Death in the Family - In the event of a death in the immediate family, an allowance of up to five (5) days leave within the seven (7) days immediately following the date of death shall be granted with pay. Immediate family shall include father, father-in-law, mother, mother-in-law, spouse, civil union partners, child, brother, sister, daughter-in-law, son-in-law, grandchildren or any family member of the immediate household. In the event of the death of a grandparent, brother-in law, sister-in-law, aunt, uncle, niece, or nephew, the affected employee shall be entitled to a leave of absence with pay on the day of the funeral.
- E. Serious Illness in the Family - In the event of a serious illness in the immediate family, and certified by a duly licensed physician, an allowance of up to three (3) days leave with pay may be granted in each school year. Family illness days shall not be taken for routine medical appointments or check-ups.
- F. Emergency Days - In the event that a court appearance under subpoena is required, or other emergency arises, the Superintendent may approve an emergency leave request for up to three (3) days in a school year.

An employee who retires from the Pemberton Township School District pursuant to TPAF or PERS, with (10) or more years of service in the district as of June 30, 2005 shall be provided with insurance coverage for the individual at no cost to the employee. Such benefit shall commence at age 55 and continue up to age 65. He/she may continue family coverage at his/her own expense. As of July 1, 2005 this benefit will no longer be offered to any administrator who has not met the above requirement.

If the employee retires prior to age 55, he/she shall be eligible for this coverage upon attaining age 55 and upon fulfilling the state requirements. In addition, said retiree may participate in the Board's medical insurance program at his/her expense prior to age 55. Administrators and assistants who do not select to take a membership as listed above will not receive money in lieu of such membership.

## ARTICLE IX OTHER BENEFITS

- A. School Business Travel - Reimbursement at the approved state regulations rate will be granted to employees for authorized school business as approved by the Superintendent or Designee.
- B. Professional Associations - During the term of this Agreement, the Board of Education will pay each employee's annual dues in a representative professional state association. Such association will provide legal and counseling advice regarding contracts, negotiations, and the like, and will provide employees with literature and benefits as those offered to other educational employees in the employment of the Board of Education, with Superintendent's approval.

## ARTICLE X

### ATTENDANCE AT PROFESSIONAL FUNCTIONS

From time to time, it may be necessary for administrators and/or their assistants to attend professional functions directly related to their duties, such as in-service or educational workshops. The Board agrees to pay for all expenses incurred with such functions, provided such expenses relate to function and purpose of the workshop and adhere to the state accountability guidelines. Entertainment, alcoholic beverages and gambling are not considered expenses that the Board of Education would reimburse. Approval will be subject to review by the superintendent and Board during budget preparation. Also, approval may be granted by the immediate supervisor.

## ARTICLE XI

### INSURANCE

- A. The PTSSAA will have the same medical benefits, dental, prescription and vision care plans as negotiated with the Pemberton Township Education Association and/or the primary collective bargaining association.
- B. With the exception of Income Protection Plan, which during the term of this agreement the Board will pay fifty (50%) percent of the premium required to

provide the Standard Protection Plan with a 30-day elimination period for all eligible employees.

- C. The Association Members shall make contributions towards the costs of health insurance coverage at the Tier IV Level under Chapter 78 for the duration of this Agreement regardless of any changes and/or amendments to the requirements of Chapter 78.

## ARTICLE XII TAX SHELTER ANNUITY AND CREDIT UNION OPTION

SSAA members will have the availability of tax shelter annuity and credit union option.

## ARTICLE XIII EDUCATIONAL GROWTH

Continuous job related educational and job related growth and training is desirable. Toward this end, the Board agrees to provide tuition grants and/or reimbursement of approved costs. Prior approval by the Superintendent for any and all job related courses, training, etc., and related costs is mandatory.

The Board agrees to reimburse an employee up to \$2,000.00 per course to include tuition, books, fees, etc. based on a Course Grade of A, B, or C 100%.

When members of the SSAA are required to obtain additional certifications that will be directly applicable to their job functions, all costs for instruction and testing shall be paid by the district. When additional certifications are obtained within the profession of the employee, but are not currently required by the job functions will be paid by the individual. For the purposes of this agreement, eligible certificates are those that are professionally recognized as an industry standard in the position, and shall be approved by the supervisor before application for reimbursement.

Tuition grants will be made available to support service administrators in accordance with the following tuition grant program.

- A. Should the Board require an employee in writing to participate in required training, seminars, or certifications, the Board will pay the cost thereof.
- B. Payment for specific certifications to enhance their job qualifications and performance shall have director supervisor and the Director of Human Resources approval.

- C. The Board shall provide the maximum \$10,000, which will be available for reimbursement of tuition for course taken in accordance with the provisions of the article. Any unused funds shall not be carried over to the following year.
- D. Tuition reimbursement will be based upon the PTEA contracted rate in the case of academic course, and on industry standard rates for certifications in the case of technical accreditations for a maximum of two courses per year per participant.
- E. The applicant for the tuition grant shall apply to the Superintendent of his or her designee for approval prior to registering for the course.
- F. The application must include:
  - 1. Name of the course
  - 2. Location of the instruction
  - 3. Purpose and other pertinent information
- G. Upon Superintendent's approval the applicant shall provide a copy of the registration forms and proof of payment to the Personnel Office.
- H. Upon completion of the course the applicant must present the official transcript with attainment of at least a B or better or equivalent grade.
- I. The Board will reimburse the applicant by the extent required this article.
- J. Effective July 1<sup>st</sup> following the contract year, tuition grant monies shall be divided equally among all previously approved participants.
- K. Additional compensation for growth will only be credited for course work completed after July, 2005.

## ARTICLE XIV

### SALARIES

- A. 2017-2020 Agreement:
  - 2017-2018 salaries will be 3.0%
  - 2018-2019 salaries will be 3.0%
  - 2019-2020 salaries will be 3.0%

The above-referenced percentage salary increase shall be applied to the agreed upon scattergrams for the 2017-2020 Agreement. Salary guides shall be mutually developed.

- B. SSAA members are placed on the attached reorganized guides.
- C. SSAA employees will be compensated \$2,000 for completion of a Master's Degree, and \$1,000 for a Bachelor's Degree.


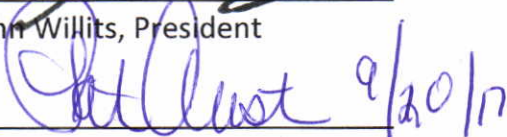
**ARTICLE XV  
DURATION OF AGREEMENT**


This Agreement shall be effective as of July 1, 2017, and shall continue in effect until June 30, 2020. This three-year agreement is on all contract language and salary. The Association shall have the right to negotiate a successor agreement as provided for in the Act and the regulations of the Public Employees Relations Commission. IN WITNESS WHEREOF, the parties cause this agreement to be executed.

The 2017-2020 Agreement is subject to ratification by the respective parties. The Negotiation Teams for the Board and the PTSSAA shall affirmatively recommend and vote in favor of ratification. The 2017-2020 Agreement was ratified by the Board on, May 25, 2017.

BOARD of EDUCATION

ASSOCIATION

  
\_\_\_\_\_  
John Willits, President  
  
\_\_\_\_\_  
Pat Austin, Assist. Sup. for Business

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Kathy Bernacki, President  
  
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Christopher Hosey, Vice President

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