

Contract # ~~100~~ 31

April 26, 1991

**AGREEMENT**

**Between the**

**PENNSVILLE ASSOCIATION OF NON-CERTIFIED PERSONNEL**

**and**

**BOARD OF EDUCATION OF PENNSVILLE TOWNSHIP**

**July 1, 1990 - June 30, 1992**

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**PREAMBLE**

**THIS AGREEMENT IS MADE AND ENTERED INTO on this 15th day of July, 1990, by and between the Board of Education of Pennsville Township and the Pennsville Association of Non-Certified Personnel (hereinafter referred to as the "Association").**

ARTICLE 1

RECOGNITION

The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in matters relating to terms and conditions of employment on behalf of all employees in the classifications set forth in Appendix "A" attached hereto and made a part thereof.

ARTICLE 2

GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall mean a complaint by a member of the negotiating unit that there has been to him a personal loss, injury or inconvenience resulting from a violation, misinterpretation or inequitable application of the provisions of this agreement, Board policies, or administrative decisions affecting him.
2. A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the date when the grievant knew or should have known of its occurrence.
3. An "employee grievant" is the person or persons making the complaint.
4. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Rights of Members to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself or at his option, by a representative of his own choosing. Such representative may be selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time

of submission of the written grievance to the Superintendent or at a later level, be notified by the Superintendent that the grievance is in existence and shall be notified of the result.

C. Procedure

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee grievant to proceed to the next step. Failure, at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
- b. It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

2. Level One

Any employee grievant who has a grievance shall discuss it first with his principal (or other immediate superior, if applicable) in an attempt to resolve the matter informally at that level, who shall give his decision within five (5) school days.

3. Level Two

The employee grievant, no later than five (5) school days after receipt of the decision of his principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions; (d) his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the date of receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association and to the principal or other immediate superior.

4. Level Three

If the grievance is not resolved to the grievant's satisfaction, he no later than five (5) school days after receipt of the Superintendent's decision, may request a review

by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall renew the grievance and shall at the option of the Board, or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of receipt of the appeal by the Superintendent, or if a hearing is held, within twenty (20) calendar days of the date of the hearing. The referred-to hearing shall be held within fifteen (15) school days after receipt of the appeal notice.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and if the grievance pertains to a matter of previous formal agreement between the Board of Education, the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent within twenty (20) school days of receipt of the Board's decision. The Board's decision shall be final and binding on any grievance concerning:
  - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or
  - b. A complaint of a non-tenured employee which arises by reason of his not being re-employed; or
  - c. A complaint by any certificated or other specially licensed personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not possible or not required; or
  - d. Any matter which according to Law is either beyond the scope of Board Authority or limited to unilateral action by the Board alone.
6. A request for arbitration will be honored only if the employee grievant, his representative and the Association waive the right, if any, in writing to submit the matter at issue to any other administrative or judicial tribunal except for the purpose of enforcing of the arbitrator's recommendation.

7. The following procedure shall be used to secure the service of an arbitrator:
  - a. Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the matter at issue.
  - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request the American Arbitration Association to submit a second roster of names.
  - c. If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.
8. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, or subtract anything from the Agreement between the parties, or any 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 or Board policy which is at issue. The recommendations of the arbitrator shall be binding on both parties.
9. 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.
- D. If any part of the grievance procedure requires the presence of the grievant and/or his chosen representative during any or all of the working day, said person shall suffer no loss of pay, if the grievance is adjudicated in his favor.

### ARTICLE 3

#### LIAISON COMMITTEES

In each school building a liaison committee shall be established. The purpose of the committee shall be to discuss and implement suggestions for improving services of the departments staffed by members of the Association and for eliminating possible causes of employee grievance.

Each committee shall consist of three (3) members of the Association from that building, designated by the members of the Association in that building, and the principal of that building. Committee meetings may be requested by representatives of either party and shall be held on a date and at a time to be mutually determined by the members of the committee.

#### ARTICLE 4

##### RIGHTS OF THE ASSOCIATION

###### A. Meetings at Work Location

On three (3) days' notice to the principal of the school or to the person in charge of the work location, the Association representative shall have the right to schedule meetings in the building at a place designated by the Superintendent or his designee for such meetings before or after regular duty hours of the employees involved.

B. In the event there is no Association representative in any work location, an authorized representative from another work location may be designated the authorized representative of the Association by a letter of authorization to the Superintendent, signed by the President of the Association, to carry out all duties and responsibilities of Association representatives as set forth in this AGREEMENT, except that such representative shall not be entitled to leave the premises of the work location in which he works during his working hours.

C. Upon proper written application, the Board may grant leave of absence without pay to members of the negotiating unit for the conduct of Association business, to attend Association conferences or conventions, or to serve as full-time officers. Such employees shall be granted full-time leave of absence, shall retain all insurance and other benefits and shall continue to accrue seniority for salary increments as though he were in regular service. Upon return to service, such employee shall be placed on the assignment which he or she left or on a similar assignment with all accrued benefits and increments that he or she would have earned had he or she been on regular service. Any employee on such full-time leave of absence shall be permitted to pay both his own and the School District's regular contribution to all plans requiring such contributions, provided the same shall not be contrary to law. Such leaves of absence may not exceed a period of three (3) years, unless extended by the board upon written application.

D. There shall be no discrimination against any employee on the basis of race, creed, sex, color, national origin or membership activity in the Association. The Association will represent all employees in the negotiating unit.



**ARTICLE 5**

**RIGHTS OF THE BOARD**

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this AGREEMENT, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

**ARTICLE 6**

**SALARIES AND HOURS OF WORK**

**(EXCEPT FOR INSTRUCTIONAL AIDES)**

**A. Salary Schedules**

The Salaries of all employees covered by this AGREEMENT are set forth in Appendixes "B", "C", "D", "E", and "F".

**B. Twelve (12) - Month Employees, Except for Instructional Aides**

1. The regular work week shall be forty (40) hours. A regular work day shall be eight (8) hours, and the employee shall have a one-half (1/2) hour paid lunch period daily.
2. While their regular work week is forty (40) hours, chief custodians shall remain responsible for the care and proper operation of the building to which they are assigned, unless specifically relieved thereof by written instruction from the Business Administrator. Additional hours of work in any work week required of chief custodians by emergencies or with the approval of the Business Administrator shall be deemed overtime hours and shall be paid in accordance with the applicable provisions of this Article.
3. On days when schools are closed for instructional personnel and pupils but remain open for office and other non-

instructional personnel, all custodial and maintenance employees will work their regular shifts.

C. Ten (10) - Month Employees, Except Instructional Aides

The regular work week shall be thirty-five (35) hours. A regular work day shall be seven hours, and the employee shall have a one-half (1/2) hour paid lunch period daily.

D. Overtime Pay, Except For Instructional Aides

1. Time and one-half (1/2) will be paid to any twelve (12) - month employee who works in excess of eight (8) hours in a given day or forty (40) hours in a given week.
2. Time and one-half (1/2) will be paid to any ten (10) - month employee who works in excess of seven (7) hours in a given day or thirty-five (35) hours in a given week.
3. Time and one-half (1/2) will be paid to any employee covered by this AGREEMENT who works any time on Sunday.
4. There shall be no pyramiding of overtime rates under any section of this ARTICLE.
5. "Any full-time employee who shall be assigned to a higher-paying position shall be entitled to additional compensation once the employee has served in such position for ten (10) days during any year. The higher compensation shall commence on the eleventh (11th) day. Such compensation shall consist of the difference between the individual's regular pay and the next higher dollar amount shown on the salary guide for the position to which the employee is assigned."
6. Overtime is to be distributed evenly among job categories within a building.

F. Miscellaneous

1. The Board may grant one (1) day with pay for three (3) members of the Association to attend the N.J.E.A. Convention. One (1) week prior notice of who will be attending must be submitted to the Superintendent. Proof of attendance by some official document secured at the convention must be presented to the Superintendent within three (3) days of the close of the Convention.
2. An employee is expected to work at regular pay on any other local or religious holiday falling within his regular work schedule. In case of an excused absence for personal observance of such a day, a deduction in the employee's pay at regular rate will be made for such absence.

3. If schools are required to be open for teachers on a day set forth in Section H. below, employees covered by this AGREEMENT will report to work on such day and will receive a compensatory day off at a later date during the period of the AGREEMENT.
- G. When schools are closed for instruction due to an emergency determined by the Superintendent of Schools, such days shall be deemed to be regular work days for all non-certified twelve (12) month employees covered by this AGREEMENT. All such employees shall report for their regular shifts at the appropriate starting time and work a full shift.
- H. School Calendar

The following days will be "No Work Days" for the Unit Members:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Easter Monday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day shall be a four(4)-hour work day  
for all members of the Unit.

2. If the administration finds it necessary for a Unit member to work on days listed above, the Unit member's time shall be computed at twice his regular rate for the hours worked. This provision is modified by F.3. above. When any of the foregoing holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday.
3. All other days between July 1 and June 30, except Saturdays and Sundays are considered work days.
4. Custodians B will not work the week between Christmas and New Year's Day.
5. Ten (10) month employees will work one hundred eighty-six (186) days, the work days to be determined by the Board of Education.

**I. Licensed Boiler Operators**

1. Any employee in the Unit who is a licensed boiler operator, and whose regular assignment requires him to hold such a license, shall receive five hundred dollars (\$500.00) per year in addition to his regular salary.
  2. A licensed boiler operator whose regular assignment does not require him to hold such a license shall receive one hundred fifty dollars (\$150.00) in addition to his regular salary. For each shift or major fraction thereof that he is required to perform the duties of a regular boiler operator, said person shall be compensated at the regular boiler operator's amount, to be prorated.
- J. Whenever a Unit member is promoted permanently from one job classification to another job classification, his new rate of pay will be determined as follows: The member will move to the new salary scale at the next higher dollar amount on the new scale and then advance to the next step.

**ARTICLE 7**

**VACANCIES AND TRANSFERS**

- A. All vacancies caused by death, retirement, discharge, resignation or by the creation of new positions, shall be publicized within the school district by the Superintendent of Schools as soon as possible. All present employees applying for these vacancies will be given first consideration.
- B. All Association member requests for transfer shall be in a written request and if this request is granted or denied, said member shall receive a written notification of the decision.
- C. The Board of Education shall have the authority to transfer employees, whenever in the opinion of the Board, after careful study and consideration, such transfer would insure a more workable, efficient school district operation.

ARTICLE 8

SHORT TERM LEAVE

(EXCEPT FOR INSTRUCTIONAL AIDES)

**A. Personal Business Leave**

1. All employees covered by the AGREEMENT shall be granted two (2) days business yearly, with pay, to take care of emergencies which may arise.
2. Personal business leave may be granted for a work day immediately preceding or following a holiday or vacation period, with the express approval of the Superintendent of Schools.
3. Request for personal business leave must be submitted forty-eight (48) hours before personal business leave is to be effective, but the Superintendent may approve emergency requests as they arise.
4. Only ten percent (10%) of the Unit members may be off on personal business leave on any one (1) day.
5. The unused personal business days for each year shall be cumulative and shall be added to the employee's sick leave.

**B. Sick Leave**

1. All twelve (12) month employees shall be entitled to fifteen (15) sick leave days per year and all ten (10) month employees shall be entitled to twelve (12) sick leave days per year.
2. Any unused sick leave days shall accumulate without limit from year to year.
3. Sick leave days accumulated under the previous policy shall remain valid under this new policy which is in accordance with Chapter 188, Laws of 1954, of New Jersey.
4. In case of sickness in the immediate family of employee, and upon the request of the employee to the school superintendent, sick leave may be granted to cover employee's absence because of such illness.

**C. Death in Family Allowance**

All employees covered by this AGREEMENT, in the event of death in the immediate family, shall be granted allowance with pay for attending the death bed or funeral as hereinafter stated:

1. An allowance of up to five (5) calendar days shall be granted in case of death of any of the following:
  - a. Employee's parents, spouse, children, son-in-law, daughter-in-law, and other persons residing as a member of the household of the employee.
  - b. Brothers and sisters of the employee and the parents of the employee's spouse.
  - c. Legally adopted members of the family and step-relationship as outlined in (a) and (b).
2. An allowance of one (1) day shall be granted to attend the funeral of any of the following:
  - a. Uncles, aunts, grandparents and grandchildren of the employee.
  - b. Brothers-in-law and sisters-in-law of the employee.

**D. Jury Duty**

All employees covered by this AGREEMENT who are called on jury duty shall be paid for the time thus lost from regular duties the difference between their regular pay and their jury pay.

**E. Leave of Absence**

1. A request for a leave of absence submitted by an employee after May 1 for the succeeding school year will not be approved except in an extreme emergency.
2. Leave of absence may be granted only to employees who have successfully completed three (3) consecutive calendar years of service in the district, and upon recommendation of the Superintendent of Schools.

**F. Official Leave of Absence Without Pay Due to Illness**

Whenever an employee covered by this AGREEMENT is absent due to illness beyond his accrued sick leave, the employee will be automatically placed on official leave of absence without pay until further disposition of the case is taken by the Board of Education.

**ARTICLE 9**

**TENURE**

**(EXCEPT FOR INSTRUCTIONAL AIDES)**

- A. Terms and conditions of employment regarding tenure of employees in the unit covered by this AGREEMENT shall be governed by the provisions of this Article and applicable law.
- B. Before being appointed as a regular employee, any newly appointed Custodian A, Custodian B or maintenance employee will be employed on a year-to-year basis for the first three (3) years.
- C. All new employees will be evaluated at the end of each four (4) month period.
- D. At the end of the three (3) year period, if the individual has proven satisfactory, he will then be employed permanently.
1. If the new employee is not performing satisfactorily during the first six (6) months of employment, he may be dismissed at any time.
  2. From six (6) months to one (1) year of employment, thirty (30) days' notice must be given to the employee, stating deficiencies; if at the end of the thirty (30) day period no improvement is shown, employee may be dismissed immediately.
  3. From one (1) year to three (3) years of employment, sixty (60) days' notice must be given to the employee, stating deficiencies; if at the end of the sixty (60) day period no improvement is shown, employee may be dismissed immediately.
- E. "Employees shall receive written reports of all evaluations. Within five (5) work days of receipt of such report, a conference shall be held between the employee and the person who has prepared the written report in order to discuss the evaluation. Employees shall be entitled to respond to any written evaluation and to have such written response become a part of the evaluation."
- F. "Each member of the unit will receive a performance review by May 1 of each year. Performance reviews for unit members shall be carried out by the Director of Maintenance and Operations, subject to the review of the Business Administrator or his designee."
- G. In the event of a reduction in force affecting Custodians A, Custodians B, or maintenance employees, such employees shall be terminated on the basis of seniority, those with less seniority being terminated first. Such persons shall be placed on a

preferred eligibility list in the order of years of service for re-employment whenever vacancies subsequently occur.

## ARTICLE 10

### WORKING CONDITIONS

#### A. INSURANCE PROTECTION

The Board shall provide health-care insurance protection for each employee in the Unit covered by the AGREEMENT. The Board shall pay the full premium for each employee and one hundred percent (100%) of the premium for dependent coverage. Provisions of the health-care insurance shall be detailed in master policies and contracts as provided in the State Health Benefits Plan.

#### B. PRESCRIPTION PLAN

The Board shall provide a prescription drug insurance plan, without contraceptives, four dollars (\$4.00) generic; six dollars (\$6.00) non-generic co-pay. The Board's liability for such insurance shall not exceed an average of five hundred five dollars (\$505.00) per employee for each contract year. The employee cost will be calculated on a district-wide basis. If the total cost exceeds the Board liability, the difference will be pro-rated amongst those members enrolled in the Family Plan. The Association reserves the right to request a co-pay higher than the current plan, if future rates indicate such a need.

#### C. DENTAL PLAN

Dental Insurance Plan (IIIA). The Board will provide full family coverage, but the liability of the Board shall not exceed five hundred dollars (\$500.00) per Unit member.

#### D. RETIREMENT ALLOWANCE

Any Unit member who has been employed by the Pennsville Township Board of Education for ten (10) or more continuous years in the District, shall be eligible for a special retirement allowance.

1. Notice of retirement, in writing, should be submitted to the Board of Education by November 1 of the school year in which the member intends to retire. Failure to notify the Board by November 1 shall be deemed a waiver of the special retirement allowance except in case of an emergency, which the Board shall consider on an individual basis.



2. Unit members shall receive one (1) day's salary for each four (4) days of accumulated unused sick leave existing on the final day of employment.
3. The daily salary should be computed as 1-260th of the final salary of the Unit member retiring.
4. The retirement allowance shall be paid in one lump sum on July 15 of the next budget year following retirement.

**E. SUPPLEMENTAL MEDICAL BENEFIT**

The Board of Education will reimburse each employee for costs incurred for optical health care, medical care and/or dental care to the employee or members of his immediate family under the following terms and conditions:

1. The service must be rendered to the employee or to members of the employee's immediate family. "Immediate family" shall be defined as spouse or minor child living in the same household as the employee.
2. Prior to requesting reimbursement, the employee must submit the billing to any insurance carrier which provides or may provide coverage for such service. This includes not only insurance coverages provided by the Board of Education, but insurance coverages provided privately or by some other employer. The Board of Education shall have the right to require the employee to verify, under oath, that said coverage does not exist, if such is the case.
3. The Board of Education shall not be required to consider any item for reimbursement until the employee has presented a receipted bill or other proof of payment of such cost and evidence that the employee has sought insurance coverage for such costs and such coverage has been denied.
4. Proof of other payment and evidence that the claim is not covered by the insurance shall be presented to the Secretary of the Board of Education, along with a voucher requesting reimbursement, no later than September 30 of each year. The Board shall pay the reimbursement to which the employee is entitled not later than the November 30th immediately following the September 30th filing deadline.
5. In order to be eligible for the reimbursement provided in this paragraph, the proof of payment and evidence of no coverage by other insurance must be presented by September 30 for any service rendered prior to the immediately preceding June 30. Any claim not presented by September 30 shall be waived and the employee shall thereafter have no further claim to reimbursement under this paragraph.

6. The liability of the Board of Education for reimbursement under this paragraph shall not exceed four hundred fifty dollars (\$450.00) per employee for each contract year.
7. The reimbursement to which the employee is entitled under this paragraph shall not be cumulative from year to year. Any sums not used in an academic year by an employee may not be carried into future years.
8. If the provisions of E. shall be declared illegal then that amount shall go directly to the salary guide for each individual employee.

## ARTICLE 11

### VACATIONS

The Board and the Association agree that vacation benefits for employees covered by this AGREEMENT shall include and shall be limited to the following:

- A. Annual vacations based on seniority shall be taken at a time approved by the Superintendent of Schools. Any vacation time earned during a contract year may be held over up to August 31 of the next succeeding year, however, up to four (4) weeks of said vacation time may be banked indefinitely for future use, notwithstanding the August 31 termination date.
- B. An employee who dies before his contract period is completed shall receive full recognition of his vacation rights. If an employee retires on or after his anniversary date of employment during the contract period he will be entitled to the regular vacation he would have received under Section "C" below, had he worked the full contract period. Such vacation rights, unless decided otherwise by the retiree, shall be an extension of employment beyond the effective date of official retirement.
- C. The vacation schedule for regular twelve (12) month employees hired before July 1, 1987, will be:

From 6 months to 1 year	1 week
From 1st year to 5 years	2 weeks
From 5th year to 10 years	3 weeks
From 10th year to 20 years	4 weeks
From 20th year to 30 years	5 weeks
After 30th year	6 weeks

D. "The vacation schedule for all regular twelve (12) month employees employed on July 1, 1987, or thereafter shall be:

Less than one (1) year	None
One (1) year to two (2) years of employment	one (1) week
From second (2nd) year to five (5) years of employment	two (2) weeks
From five (5) years to ten (10) years of employment	three (3) weeks
From ten (10) years to twenty (20) years of employment	four (4) weeks
From twenty (20) years to thirty (30) years of employment	five (5) weeks
After thirty (30) years of employment	six (6) weeks

E. Present employees will continue to receive the vacation rights they have built up until they reach the number of years service needed to conform to this policy.

F. Whenever a foregoing legal holiday falls within the scheduled vacation period, the employee will receive one extra day of paid vacation.

## ARTICLE 12

### MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

A. Not later than the date established by the Public Employment Relations Commission, the Board agrees to enter into negotiations with the Association over a successor agreement. By said date, 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 all parties.

B. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during work hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

### C. Fully Bargained Clause

This AGREEMENT represents and incorporates a complete and final understanding by the parties of all bargainable issues which were

the subject of negotiation during the term of the AGREEMENT. Either party will be required to negotiate with respect to any such matter.

### ARTICLE 13

#### MISCELLANEOUS PROVISIONS

- A. If any provision of this AGREEMENT is, or shall at any time be, contrary to law, then such provision shall not be applicable, performed or enforced. In such event, all other provisions of this AGREEMENT shall continue in effect.
- B. Use of Employee's Vehicle
- Whenever any Unit member is required to transport school supplies or property in his own vehicle, he shall be reimbursed at the same rate as paid by the State of New Jersey employees. Such use of an employee's vehicle shall be on a voluntary basis. Use of employee's vehicles must be authorized by the School Business Administrator in order for the Unit member to receive reimbursement.
- C. The parties agree that the Maintenance and Operations Committee of the Board of Education will meet with representatives of the Non-Certified Unit in order to develop a Board Policy regarding provision of uniforms for maintenance employees and the groundskeeper at the expense of the Board of Education.

### ARTICLE 14

#### PROVISIONS APPLICABLE TO INSTRUCTIONAL AIDES ONLY

- A. The provisions of this AGREEMENT shall extend to and benefit Instructional Aides except where such a benefit is inconsistent with the following provisions of this article. Specifically, Articles 6, 8, 9, and 11 of this contract shall not govern and be applicable to Instructional Aides. Similarly, the provisions of this Article shall govern and be applicable only to Instructional Aides.
- B. There shall be up-to-date job descriptions for aides.

## EMPLOYEE RIGHTS AND PRIVILEGES

- A. "No employee shall be disciplined or reprimanded without just cause. Any such action taken by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein."
- B. Whenever any employee is required to appear before any administrator or supervisor, 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 any increments pertaining thereto, than he shall be given written notice of the reasons 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.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## METHOD OF PAYMENT

- A. Ten (10) Month - Each employee on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments.
- B. Exceptions - When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay check on the last previous working day.
- C. Final Pay - Each employee shall receive his final pay on his last working in June.

## WORK YEAR AND WORK DAY

- A. Employees covered under this AGREEMENT shall work 183 days per year.
- B. Instructional aides shall commence the work day at the same time as teachers and end the work day at the same time as teachers. During the work day, instructional aides shall be entitled to a thirty (30) minute lunch period. Except for the luncheon period, instructional aides shall be required to be in performance of their duties as such duties are assigned by the Building Principal.

## SHORT TERM LEAVE

### A. Personal Business Leave

- 1. All employees covered by this AGREEMENT shall be granted two (2) days of personal business leave per year with pay, to take care of emergencies which may arise.
- 2. Personal business leave may be granted for a work day immediately preceding or following a holiday or vacation period, with the express approval of the Superintendent of Schools.
- 3. Request for personal business leave must be submitted forty-eight (48) hours before personal business leave is to be effective. The Superintendent may approve emergency requests as they arise.

### B. Sick Leave

- 1. All employees covered by this AGREEMENT shall be allowed personal sick leave with pay for twelve (12) days each yearly contract period.
- 2. Any unused sick leave days shall accumulate without limit from year to year.
- 3. In case of sickness in the immediate family of any employee, and upon the request of the employee to the School Superintendent, sick leave may be granted to cover employee's absence because of such illness.

### C. Death in Family Allowance

- 1. All employees covered by this AGREEMENT, in the event of death in the immediate family, shall be granted allowance with pay for attending the death bed or funeral as hereinafter stated. An allowance up to five (5) calendar days shall be granted in case of death of any of the following:

- a. Employee's parents, spouse, children, son-in-law, daughter-in-law, and other persons residing as a member of the household of the employee.
  - b. Brothers and sisters of the employee and the parents of the employee's spouse.
  - c. Legally adopted members of the family and step-relationships as outlined in (a) or (b).
2. An allowance of one (1) day shall be granted to attend the funeral of any of the following:
- a. Uncles, aunts, grandparents and grandchildren of the employee.
  - b. Brothers-in law and sisters-in-law of the employee.

**D. Jury Duty**

All employees covered by this AGREEMENT who are called on jury duty shall be paid for the time thus lost from regular duties the difference between their regular pay and their jury pay.

**INCLEMENT WEATHER**

"Employees covered under this AGREEMENT shall not be required to be in attendance whenever school is closed to teachers due to inclement weather."

**JOB SECURITY**

- A. In event of reduction in force affected employees will be reduced as per years of service in District.

Those individuals affected by reduction in force shall have recall rights as per years of service in District.

**PROFESSIONAL IMPROVEMENT**

If, during the term of the AGREEMENT, the Board of Education shall impose any requirements as to certification or the professional improvement of any employees covered by this AGREEMENT, any negotiable aspects of such requirements shall be negotiated by the parties.

ARTICLE 15

DURATION

- A. The provisions of this AGREEMENT shall become effective on July 1, 1990, and shall remain in full force and effect until June 30, 1992. The Board and the Association retain the right to negotiate for a modification of this AGREEMENT as provided in Article 12 of said AGREEMENT.
- B. IN WITNESS THEREOF, the parties accept the provisions of this AGREEMENT as binding upon their relationship to the extent that those provisions affect terms and conditions of employment of the employees in the unit and rights and obligation of the employer for the duration hereof have caused this AGREEMENT to be signed by their respective Presidents, and attested to by their respective Secretaries, all on the day and year first above written.
- C. This AGREEMENT will be typewritten and reproduced, with the cost thereof to be shared according to the number of contracts required by the respective parties.

PENNSVILLE ASSOCIATION OF  
NON-CERTIFIED PERSONNEL

PENNSVILLE PUBLIC SCHOOL  
DISTRICT BOARD OF EDUCATION

Gary Markus  
President

Donald K. Shaw  
President

Richard J. Simpson  
Secretary

Paul A. Bedell  
Secretary

May 1, 1991  
Date

5/7/91  
Date



APPENDIX A

POSITIONS COVERED BY THIS AGREEMENT

A. Twelve (12) Month Employees

1. Chief Maintenance
2. Chief Custodian
3. Maintenance Mechanic
4. Custodian A
5. Custodian B
6. Groundskeeper

B. Ten (10) Month Employees

1. Instructional Aides

SALARY SCHEDULE FOR TEN (10) AND TWELVE (12) MONTH EMPLOYEES

- A. The salary schedules which follow are adopted by the Board of Education and are applicable to full-time custodians, chief custodians, Custodians A, Custodians B, maintenance mechanics, chief of maintenance, groundskeeper and instructional aides. Salaries are retroactive to July 1, 1990.
- B. Each individual is to be placed on his or her proper place on the salary schedule on the effective date of July 1, 1990.
- C. All employees with an honorable discharge from the United States Armed Services will be given additional credit for full service to the nearest calendar year up to a maximum of four (4) years.
- D. Effective July 1, 1982, members of this unit who move into a new category of employment shall advance one step on the salary guide of their new employment only if such person shall have been employed in his new category for at least six (6) months. Advancement shall occur only on July 1 of the new contract year. Persons hired into this unit as new employees shall advance one (1) step on the salary guide at the beginning of the contract year, which is July 1, only if such person shall have been employed by the Board for at least six (6) consecutive months.

**APPENDIX B  
CHIEF CUSTODIANS AND GROUNDSKEEPERS**

<b>STEP</b>	<b>1990-1991</b>	<b>1991-1992</b>
1	18662	19862
2	22010	20062
3	20570	21567
4	21466	22113
5	22010	23076
6	22273	23661
7	24055	23943
8	24473	25859
9	24840	26308
10	25237	26703
11	25436	27130
12	25833	27344
13	26340	27770
14	26736	28315
15	27128	28741
16	27520	29163
17	27918	29584
18	28309	30012
19	29789	30432
20	31875	32023
21	*****	34266

After completing twenty (20) years' service, each employee will receive \$300.00 increment.

After twenty-five (25) years, each employee will receive an additional \$300.00 increment.

After thirty (30) years, each employee will receive an additional \$300.00 increment.

**APPENDIX C  
CUSTODIANS B**

<b>STEP</b>	<b>1990-1991</b>	<b>1991-1992</b>
1	15100	16000
2	15588	16557
3	16018	16757
4	16663	17219
5	17127	17913
6	17390	18412
7	17654	18694
8	19154	18978
9	19521	20591
10	19903	20985
11	20622	21396
12	21008	22169
13	21400	22584
14	21783	23005
15	22169	23417
16	22560	23832
17	24506	24252
18	24894	26344
19	25865	26761
20	26958	27805
21	*****	28980

After completing twenty (20) years' service,  
each employee will receive \$300.00 increment.

After twenty-five (25) years, each employee will  
receive an additional \$300.00 increment.

After thirty (30) years, each employee will  
receive an additional \$300.00 increment.

APPENDIX D  
MAINTENANCE

STEP	1990-1991	1991-1992
1	21000	22100
2	21229	22761
3	21460	22821
4	22715	23070
5	22962	24419
6	23093	24684
7	23225	24825
8	23512	24967
9	25509	25275
10	25874	27422
11	26774	27815
12	27209	28782
13	27538	29250
14	28011	29603
15	28406	30112
16	28798	30536
17	29391	30958
18	29785	31595
19	30173	32019
20	*****	32436

After completing twenty (20) years' service,  
each employee will receive \$300.00 increment.

After twenty-five (25) years, each employee will  
receive an additional \$300.00 increment.

After thirty (30) years, each employee will  
receive an additional \$300.00 increment.

APPENDIX E  
CUSTODIANS A

STEP	1990-1991	1991-1992
1	17500	18500
2	18006	18956
3	18174	19156
4	18328	19537
5	18462	19703
6	18601	19847
7	18742	19995
8	20476	20148
9	20839	22012
10	21240	22402
11	21634	22833
12	21973	23257
13	22450	23621
14	22835	24134
15	23251	24548
16	23652	24995
17	24441	25426
18	24839	26274
19	26229	26702
20	27973	28196
21	*****	30071

After completing twenty (20) years' service,  
each employee will receive \$300.00 increment.

After twenty-five (25) years, each employee will  
receive an additional \$300.00 increment.

After thirty (30) years, each employee will  
receive an additional \$300.00 increment.

**APPENDIX F  
CHIEF MAINTENANCE**

<b>STEP</b>	<b>1990-1991</b>	<b>1991-1992</b>
1	22629	24076
2	22775	24326
3	23877	24483
4	24043	25668
5	24179	25846
6	24464	25992
7	26544	26299
8	26909	28535
9	27306	28927
10	29051	29354
11	29239	31230
12	29585	31432
13	30077	31704
14	30469	32333
15	31261	32754
16	31651	33606
17	32039	34025
18	32949	34442
19	35217	35420
20	*****	37858

After completing twenty (20) years' service,  
each employee will receive \$300.00 increment.

After twenty-five (25) years, each employee will  
receive an additional \$300.00 increment.

After thirty (30) years, each employee will  
receive an additional \$300.00 increment.

**APPENDIX G**  
**INSTRUCTIONAL AIDES**

Each Instructional Aide who is covered by this AGREEMENT shall be paid as follows:

1990-91 school year - \$8,000.00  
1991-92 school year - \$8,900.00

In addition to the above stated stipends, aides shall receive the following longevity increments:

After five (5) consecutive years of employment - \$200.00  
After ten (10) consecutive years of employment - \$400.00

