

*Contract # 641*

INSTITUTE OF MANAGEMENT  
LIBRARY

RUTGERS UNIVERSITY

**AGREEMENT**

**BETWEEN THE**

**PITTSGROVE TOWNSHIP  
SUPPORT STAFF  
ASSOCIATION**

**AND THE**

**BOARD OF EDUCATION OF  
PITTSGROVE TOWNSHIP**

**July 1, 1990 - June 30, 1993**

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PREAMBLE

This Agreement entered into this 10th day of December, 1990, by and between the Pittsgrove Township Board of Education, hereinafter called the "Board", and the Pittsgrove Township Support Staff Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive employee representative for the negotiations unit defined as follows:
- Included: All custodian and maintenance employees, aides, cafeteria, and school building secretarial employees employed by the Pittsgrove Township Board of Education.
  - Excluded: All other employees of the Board, including: Central office secretaries, students of the Board working in part-time positions, craft employees, professional employees, confidential employees, managerial executives, and supervisors.
- B. Definitions Used in This Agreement
1. The term "Board" shall mean the Pittsgrove Township Board of Education or its designated representatives.
  2. The term "Association" shall mean the Pittsgrove Township Support Staff Association or its local officers.
  3. The term "school" shall mean any work location.
  4. Singular terms used in this Agreement shall include the plural, masculine shall include the feminine; the feminine shall include the masculine.

ARTICLE II  
NEGOTIATION PROCEDURE

- A. Representatives of the Board shall meet with representatives of the Association at mutually-agreed times and places to negotiate regarding terms and conditions of employment for a successor agreement.
- B. Negotiations over a successor Agreement shall be entered into in accordance with Chapter 123 PL 1974.
- C. This Agreement shall not be modified in whole or in part by the parties except by written agreement in the form of an instrument in writing duly executed by both parties.
- D. Should it be necessary for an employee to participate during working hours in mutually scheduled negotiations, he/she shall suffer no loss in pay.

ARTICLE III  
RIGHTS OF THE PARTIES

- A. The Board hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including the following rights:
1. To the executive management and administrative control of the Pittsgrove School district and its properties and facilities and the activities of its employees;
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
  3. To suspend, demote, discharge or take over disciplinary action for good and just cause according to law;
  4. To relieve employees from duties because of insufficient enrollment, or other reason deemed appropriate by the Board.

- 5. To take whatever actions may be necessary to carry out the program and objectives of the Board in situations of emergency.
- 6. To determine work schedules and hours, duties, responsibilities, and assignments of employees.
- B. Nothing contained herein shall be construed to deny or restrict the Board with respect to its powers, rights, authority, duties, and responsibilities under R.S. 18A, R.S. 48 or 48A, or any other national, state, county, or local laws or ordinance.
- C. The Association President or the President's designee shall be permitted to visit other school buildings or employee work locations on Association business provided that both the President (designees) and the person(s) to be visited are off duty. There shall be no interruption of assigned duties.
- D. The Association shall have the privilege of using meeting rooms, school facilities and equipment, and interschool mail facilities in accordance with Board policies and procedures. Permission for usage shall be obtained in accordance with Board/Administrative policy.
- E. The Association shall have the right to either place a bulletin board or use a portion of a bulletin board in each work location for the posting of Association notices. The size and location of the bulletin boards shall be mutually agreeable. All posted material shall bear either the Association's name, logo, or signature.
- F. The rights granted herein shall be granted exclusively to the Pitts Grove Support Staff Association.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition

The term "grievance", as used herein, means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by any individual included in the Recognition Clause or by the Association. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept informal and confidential.
- 2. Every effort will be made to resolve problems informally and nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted without resorting to the formal grievance procedure.

C. Steps of the Grievance Procedure

- 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved 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 the acceptance of the decision at that step.
- 2. All grievances under these steps shall be in writing, shall specify the section or article of the contract violated, the date or dates of the violation, and the relief sought. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process.
- 3. Working days when used in this Article shall mean days on which the Board Office is open for business.
- 4. Either party may request a hearing at any level of this procedure. If requested, the hearing shall be held within the time limits to respond to the grievance at each level. A written response shall then be given within five (5) work days of the hearing.
- 5. Hearings held under this procedure shall be scheduled at mutually convenient times.
- 6. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file nor shall such a fact be used in any recommendations for job placement or promotion. An employee shall not be placed in jeopardy or be the subject of reprisal or discrimination for having followed this grievance procedure.

7. Time limits set forth herein may be extended by written consent of the parties.
8. The foregoing shall be the written grievance and complaint procedure replacing any policy or procedure heretofore in effect.

Step One

- a. An aggrieved employee shall institute action in writing under the provisions hereof within thirty (30) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.
- b. The supervisor shall render a written decision within five (5) working days after receipt of the grievance.

Step Two

- a. In the event a satisfactory settlement has not been reached at Step One, the Association may appeal the Step One decision to the Superintendent of Schools or his designee within five (5) working days following receipt of the Step One decision.

- b. The Superintendent of Schools or his designee shall render a decision in writing within five (5) working days from the receipt of the grievance or from the date of the hearing.

Step Three

- a. In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Superintendent of Schools the matter may be submitted by the Association to the Board of Education for review.

- b. The Board of Education, or a committee thereof, shall review the matter and make a determination within thirty (30) calendar days from the receipt of the grievance.

Step Four--Arbitration

- a. Within five (5) working days after receipt of the decision of the Board, the Association may submit the

grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

- b. The arbitrator shall have no power to add to, subtract from, diminish, alter or modify any of the terms of this contract. In the event a grievance, as defined in this procedure, is appealed to an arbitrator on which the arbitrator has no power to rule the grievance shall be referred back to the parties without decision or recommendations on its merits.

- c. The fact that the grievance has been considered by the parties in the preceding steps of this procedure shall not constitute a waiver of jurisdictional limitations on the arbitrator.

- d. The decision of the arbitrator shall be binding.

- e. The unsuccessful party shall pay the arbitrator's fee and reasonable expenses. Determination of which party is unsuccessful shall be at the sole discretion of the arbitrator. The arbitrator may also decide at his sole discretion, that no single unsuccessful party is able to be determined and that the parties shall share the costs equally.

D. Rights to Representation

1. Any aggrieved person may be represented at Steps One and Two of the grievance procedure by himself or by a representative of the Association.

2. If the Association is not the chosen representative, it shall be notified in advance of such meeting and shall have the right to be present and state its views in writing. The Association shall have the sole right to determine if unresolved grievances are processed to Step Three and beyond.

3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in respect to a personal grievance.

ARTICLE V  
SENIORITY

Should any provision of this Agreement be held or determined by any court or agency having jurisdiction, to be invalid, only such provisions of this Agreement shall continue to remain in effect.

ARTICLE VI  
SENIORITY/EMPLOYMENT STATUS

- A. Seniority is defined as an employee's full-time services within his/her department with the Pittsburgh Township Board of Education beginning with his/her date of employment in that department. Such seniority shall accumulate until there is a break in service.
- B. A break in continuous service occurs when an employee resigns, is discharged, retires or goes on an unpaid leave of absence (including maternity/paternity) that extends beyond three (3) months.
- C. An employee who is rehired after layoff or returns from an unpaid leave of absence shall not suffer the loss of accumulated seniority and additional seniority shall accrue from the date of resumption of service.
- D. A seniority list, by classification, shall be given to the Association President not later than September of each year.
- E. All employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board without recourse to the provisions of the grievance procedure.
- F. An employee's status as an employee of the Board shall terminate for any of the following reasons:
  - 1. Resignation or retirement.
  - 2. Discharge.
  - 3. Continuous layoff for a period exceeding the duration of the employee's service up to a maximum of two (2) years.
  - 4. Failure of laid-off employees to return to work on the date specified in any notice of recall, except for good cause.

- G.
  - 5. Failure to report back to work immediately upon the expiration of vacation or leave of absence, without a valid reason.
- All custodial and maintenance employees, initially employed in the district after April 1, 1998, shall either obtain a Black Seal license within a time period determined by the administration of the license test four (4) times following the date of hire or be terminated. The testing must be available at a location normally utilized by Salem County employees.

ARTICLE VII  
LEAVES, HOLIDAYS, VACATIONS

- A. Leaves
  - 1. Sick Leave
    - a. Employees hired after the first working day of their work year shall earn one (1) day of sick leave per month of employment for the balance of the school year.
    - b. All employees other than new hires, see Section A. above, shall be credited with the same number of sick leave days as there are months in their work year. These days shall be added to the employee's sick leave account on the first workday of the employee's work year.
    - c. Sick leave pay shall be calculated on the basis of the employee's regularly scheduled workday.
    - d. Unused sick leave shall accumulate from year to year without limitation.
    - e. Medical certification may be required for sick leave claimed in accordance with N.J.S.A. 18A:36-4.
    - f. Sick leave days may be used for medical tests and/or examinations when such tests or examinations cannot be given other than during working hours. In such a case, an employee shall provide a note or certificate stating that a medical test and/or examination was given on the date of the absence upon return to work. This does not include annual or regular physicals, eye examinations, etc.
    - g. Employees who retire after ten (10) or more years of service in the school district and who will within three (3) months of retirement start receiving monthly pension

checks from PERB shall receive a retirement bonus which shall be computed by multiplying one-half of the total number of unused sick and personal leave days accumulated by the employee times twenty dollars (\$20.00) per day.

2.  Bereavement Leave

- a. Death in the immediate family entitles an employee up to a maximum of four (4) school days leave of absence per death without loss of pay. "Immediate Family" shall mean an employee's spouse, child, brother, sister, parent or surrogate parent, parent-in-law, and/or legal guardian.
- b. Proof of death may be required.

3.  Personal Leave

- a. All employees shall be entitled to two (2) personal leave days per year. Applications for personal leave shall be submitted to the Superintendent or his designee five (5) days in advance. The five (5) day application requirement may be waived in cases of extreme emergency for which a stated reason must be given and may be approved by the Superintendent. Personal days will not be granted on days immediately preceding or immediately following holidays unless as part of a forced vacation and at approval of the Superintendent with a satisfactory reason.

- b. Unused personal days shall be accumulated from year to year without limitation for the sole purpose of conversion to a retirement bonus as specified in A.1.9. above.

4.  Attendance Bonus

Employees who do not use any sick or personal days during the July 1 to June 30 or September 1 to June 30 work year, will receive a perfect attendance bonus of \$200. Employees utilizing one (1) or two (2) sick and/or personal days, as stated above, will receive a bonus of \$100.00. Personal days used for observance of religious holidays requiring abstaining from work will not be charged with day(s) of absence for bonus purposes only.

B.  Holidays

Secretarial/clerical and custodial/maintenance employees shall be entitled to fifteen (15) paid holidays. The holidays shall include:

New Year's Day  
Good Friday  
Memorial Day  
July 4th (12 Month Only)  
Labor Day  
Thanksgiving Day (2)  
Christmas

(One day between Christmas & New Year's--Board Selection)

Holidays on Saturday/Sunday will be scheduled on a week day. The remaining holidays will be scheduled by the Board at the time the calendar is adopted.

C.  Vacations

- 1. Twelve (12) month employees shall be entitled to paid vacations. Vacation leave shall be earned during the year and shall be credited to each employee's account as of July 1.

- 2. Employees hired after July 1 of any year shall earn vacation at the rate of one (1) day per full month worked up to a maximum of five (5) days per year until such time as the employee has completed two (2) full years employment.

- 3. Employees who have completed more than two (2) full years of employment shall earn vacations at the following rate:

2-4 years	10 work days
5 years	11 work days
6 years	12 work days
7 years	13 work days
8 years	15 work days
17 or more years	28 work days

Effective July 1, 1991, the full years of employment requirement will decrease to sixteen (16). Effective July 1, 1992, the full years of employment requirement will decrease to fifteen (15).

- 4. After the first year of employment, employees who resign with at least two (2) weeks advance notice will be entitled to vacation pay as follows:

<u>Months Worked</u>	x	<u>Annual</u>	=	<u>Vacation</u>
12		Vacation Days		Entitlement

- 5. The Board may designate a district-wide summer and winter vacation period in the school calendar. Summer vacation days shall be designated not later than April 30 for the following July and August and not later than October 31 for the following December through February. Employees whose earned vacation days are less than the number of days designated by the Board shall have the option of either taking the

additional time off without pay or working provided work is available. Employees whose earned vacation days exceed the number of designated vacation days shall take the excess days in accordance with the provisions of Section 6. below.

6. Provided the Board has not designated district-wide vacation periods, or when vacation entitlement exceeds the designated period, request for vacation days shall be submitted at least thirty (30) days prior to the requested vacation. Vacation schedules shall be subject to the approval of the building principal for secretary/clerical employees and the supervisor of buildings and grounds for custodial/maintenance employees.

7. The Pittsgrove Township Board of Education believes it is in the best interest of the employees to utilize vacation time as authorized. It also recognizes that at certain times this is not possible. In keeping with the philosophy, it shall be the policy of the Pittsgrove Township Board of Education that no employee may hold in reserve (banking) more than four (4) weeks vacation time. Time in excess of four (4) weeks shall be deemed lost. Personnel may elect payment in lieu of vacation time reserved and current accrued upon termination of employment with Pittsgrove Township Schools.

8. Employees who transfer from a ten (10) to a twelve (12) month position shall be granted vacation entitlement as follows:

Months Worked	Annual Vacation Days	Vacation Entitlement
12	x	-

**ARTICLE VIII**

**DISCIPLINARY PROCEDURE**

A. Violations of Board policy, rules, or regulations shall be cause for disciplinary action as outlined below. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure. There shall be three (3) separate penalties applied when it is necessary to impose disciplinary measures. No employee shall be disciplined or reprimanded without just cause.

1. A written reprimand to be placed in the employee's personnel file in the case of minor offenses. The Board shall furnish the employee with a copy of the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging that he has received his copy. The employee

shall have the right to submit a written response within ten (10) work days of receipt of the evaluation. The written response shall be included in the employee's personnel file.

2. Suspension from work without pay for periods varying from one (1) to ten (10) days, according to the gravity of the offense and the previous record of the employee concerned.

3. Discharge for good cause.

B. Sections A. 1. and A. 2. above must be bypassed for serious infractions, such as, but not limited to, theft, fighting, and drinking on the job.

**ARTICLE IX**

**EVALUATION**

A. Within five (5) days of the evaluation, employees shall receive signed and dated written copies of all performance and/or conduct evaluations. Said copy shall be received at least 24 hours prior to the conference. The employee shall sign the completed file copy of the evaluation for the sole purpose of indicating receipt of a copy of the evaluation. Each employee shall receive a minimum of one (1) written performance evaluation per school year prior to April 1.

B. The employee shall have the right to submit a written response within ten (10) work days of receipt of the evaluation. The written response shall be included in the employee's personnel file.

**ARTICLE X**

**WORK DAY / WORK YEAR**

**A. Reporting Procedure**

All employees will be required to clock-in and clock-out on a daily basis. The employee shall indicate the time of arrival and the time of departure by the method prescribed by the Board.

**B. Cafeteria Workers**

1. The workday for a cafeteria employee shall be five (5) consecutive hours and include a ten (10) minute break. The cafeteria manager shall determine the time



of the break. Cafeteria employees will not have a lunch period. Time worked in excess of the regularly scheduled hours shall be compensated at the employees' straight time rate up to forty (40) hours per week. All work in excess of forty (40) hours per week shall be compensated at the overtime rate.

2. The work year for cafeteria workers shall be one hundred seventy-nine (179) days as determined by the Board of Education.
3. Service at banquets and other after-hours functions shall be voluntary. When there are insufficient volunteers, employees shall be assigned according to seniority, lowest seniority in building first.

C. Custodial and Maintenance Employees

1. The September 1 through June 30 workday for custodial employees shall be eight (8) hours which shall include a paid thirty (30) minute lunch period. Custodians will be required to remain in the building during this paid lunch period. The July 1 through August 31 workday for custodial employees shall be eight and one-half (8 1/2) hours which shall include an unpaid thirty (30) minute lunch period. The workday for custodians who are required to work the night shift between July 1 and August 31 will be eight (8) hours including a paid thirty (30) minute lunch during which the custodian(s) shall be on call and shall remain in the building.
2. The workday for maintenance employees shall be eight and one-half (8 1/2) hours which shall include an unpaid thirty (30) minute lunch period.
3. The work year for custodial and maintenance employees shall be based on two thousand eighty (2,980) hours.
4. Employees who are called in to work for emergencies after normal working hours shall be guaranteed a minimum of three (3) hours' pay. On multiple call-ins on the same day, the time must have expired to be eligible for a second three (3) hour minimum guarantee.
5. When an employee's shift is changed without the consent of the employee, the employee shall be paid at the overtime rate for the first workday on the new shift.

D. Secretarial and Clerical Employees

1. The workday for secretarial and clerical staff shall be seven and one-half (7 1/2) hours which excludes an unpaid thirty (30) minute lunch period.
2. The work year for twelve (12) month secretarial and clerical employees shall be based on one thousand nine hundred fifty (1,950) hours.

3. The work year for ten (10) month secretarial and clerical employees shall be based on one thousand six hundred twenty-five (1,625) hours commencing September 1 and ending June 30.

E. Aides and Instructional Aides

1. The workday for aides shall be determined by the building principal. When the workday exceeds six (6) hours, the aide shall be entitled to an unpaid lunch break of either thirty(3) minutes or equal in length to the student lunch period.
2. The workday for instructional aides shall be the same length as the teacher workday in their respective buildings. Instructional aides shall have a duty-free lunch period of at least the same length of time as the students in their respective buildings.

3. The work year for all aides shall be one hundred eighty (180) days as determined by the Board. Any additional days will be paid at the individual's per diem rate.
4. Aides with college credits shall receive a stipend of \$ .50 per hour for Associate's Degree, \$1.00 per hour for BA Degree.

- F. The hours of work for employees shall be determined by the Board within the limitations set above. An employee's workday shall consist of consecutive hours except for lunch. The work week shall be scheduled on the basis of five (5) consecutive days.

G. Overtime

1. Employees shall be paid one and one-half (1 1/2) times their regular hourly rate of pay for all work in excess of forty (40) hours per week. Paid holidays shall count as days worked in the computation of the forty (40) hours. Employees may, with the consent of the administrator, elect compensatory time in lieu of pay for overtime worked. The compensatory time shall be at the time and one-half (1 1/2) rate. The employee shall state his/her request for compensatory time at the time that the overtime is offered. Request for compensatory time must be submitted to the immediate supervisor for prior approval. For secretary/clerical/aide employees it shall be

- 2. When there are insufficient volunteers in classifications other than custodial for overtime work, the overtime will be assigned on a seniority basis by classification within the building where the overtime is required. A rotational roster for involuntary overtime assignments shall be maintained, by building with the least senior employee, by classification, being placed first on the roster.
- 3. Custodial overtime shall be assigned in accordance with a building seniority roster starting with the most senior employee in each building. A refusal of overtime counts as a turn on the roster. When all custodians in the building refuse overtime, the overtime will be assigned to the employee who first refused the overtime.

**ARTICLE XI**

**NONDISCRIMINATION**

There shall be no discrimination by the Board or the Union against any employee on the basis of race, color, creed, sex, age, national origin, religious or political affiliation.

**ARTICLE XII**  
**INSURANCE BENEFITS**

- A. During the term of this Contract, the Board will pay the premium for medical, surgical, out-patient, and major medical insurance for the employee and the employee's dependents.
- B. For each employee who remains in employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- C. 1. The Board shall provide dental and prescription insurance programs including full-family coverage where appropriate. The dental insurance shall be the plan in effect during the 1985-86 school year or its equivalent. The prescription insurance co-payment shall be five (\$5.00) dollars for the

- D. 1. Bargaining unit employees covered by this Contract who have a bargaining unit member spouse will withdraw from the medical, dental, and prescription insurance programs. The withdrawal will remain in effect for as long as the spouse remains enrolled in a dependent coverage plan. If the spouse's dependent coverage is terminated, the employee who withdrew from the insurance programs will be permitted to re-enroll with no loss of coverage. If the change in enrollment status does not coincide with the insurance carrier's "window period", the Board will reimburse the employee for the cost of coverage until the next window period.
- 2. The Board's annual cost for enrolling an employee in the dependent coverage programs for both dental and prescription insurance shall not exceed the following amounts per employee enrolled in both insurances.
 

1988-1991	\$ 950
1991-1992	1,100
1992-1993	1,250

- 2. Employees not covered by 1. above, who voluntarily withdraw from any or all of the District's insurance programs, will be given fifty percent (50%) of the premium cost saved by that member.
  - a. Employees must elect to withdraw by September 1 of each year.
  - b. Employees who re-enroll prior to the completion of twelve months of withdrawal will receive proportional payment of premium.
  - c. Employees will be paid on or about June 30. Withdrawal forms must be submitted by January 1st in order to be eligible for payment in June.
- E. Employees who are regularly scheduled to work at least twenty-two (22) hours per week will become eligible for insurance benefits at the completion of their probationary period in accordance with the provisions of the master contract with each insurance carrier. Cafeteria employees who were employed during the 1989-1990 school year and who received insurance benefits during the 1989-1990 school year will continue to receive insurance benefits for the duration of their employment in the district.

ARTICLE XIII

CLOTHING / HAZARDS

- A. Employees shall not be required to work under unsafe or hazardous conditions as determined by the building principal or supervisor. Disputes shall be subject to the grievance procedure.
- B. The Board will provide foul weather gear for employees who are required to work in inclement weather.
- C. Custodial/Maintenance Uniforms
  - 1. Each custodial/maintenance employee shall receive uniforms consisting of:
    - a. Three (3) pants
    - b. Two (2) summer shirts
    - c. Two (2) long-sleeve shirts
  - 2. The employee shall be responsible for cleaning and maintaining uniforms.
  - 3. Unusable garments shall be turned in for replacement.
  - 4. One (1) pair of safety shoes per year.

ARTICLE XIV

INFORMATION PACKET

An information packet shall be compiled and presented to each employee providing information on all employee benefits including pension, insurance, and any other benefit to which the employee is entitled. New employees will receive the information packet within thirty (30) days of hire.

ARTICLE XV

POSTING

- A. Notice of vacant positions that the Board intends to fill and new positions shall be prepared as soon as these are known and copies given to the Association President for posting on the Association bulletin boards. This will occur no later than one (1) week prior

- B. to the closing date for submitting applications. Each notice shall clearly state qualifications, duties, and salary. Notices of vacant and new positions shall be posted at all work locations.
- B. The right to apply and compete for all positions shall be open to all employees who meet the qualifications and requirements for the position.

ARTICLE XVI

WORK RULES

- A. The Board may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement.
- B. All custodial and maintenance employees shall be required to hold a Black Seal license. The Board shall pay the cost of the licensing course: straight-time wages for actual course hours or conduct the course during duty hours with no loss of pay; pay mileage when the course is offered outside the district.
- C. Those custodial and maintenance employees who are required by the Board of Education to hold a pesticide license/certificate, or asbestos removal certificate shall receive a stipend of \$250.00 per certificate held.

ARTICLE XVII

DEDUCTIONS FROM WAGES

- A. 1. The Board agrees to deduct from the wages of its employees dues for the Pittsgrove Township Support Staff Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such associations, or any other dues individually and voluntarily authorized by the Board to deduct. Such deductions shall be made in compliance with Chapter 318, Public Laws 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Pittsgrove Township Support Staff Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- 2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Discontinuance of such deductions shall be provided by law.

B. The Board agrees to deduct from employees' wages money for Washington National Income Protection Insurance as said employee individually and voluntarily authorizes the Board to deduct and to transmit the monies promptly to such insurance company. Discontinuance of such deductions shall be as provided by law.

C. Representation Fee

1. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.

b. A statement that the Association has established a "demand and return system" in accordance with the requirement of N.J.S.A. 34:13A-5.4.

c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each nonmember. Such representation fee shall be eighty-five percent (85%) of the regular membership dues, fees, and assessments.

d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such nonmember be deducted in accordance with the Agreement.

2. Beginning with the first full day period in November, the Board will commence deductions from salaries of such nonmembers as defined in subsection 1. a. above in accordance with section 3. below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

3. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

a. In November; or

b. Ninety (90) days after the employee begins his/her employment in a bargaining unit position, unless the

employee previously served in a bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

4. 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 thirty (30) day period. The list will include names, job titles, and date of employment for all such employees.

5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as representation fee under the provisions of this Agreement provided the Board has fully complied with the requirements contained herein. In addition, the Board shall be required to make available any and all public records necessary for such defense.

D. Employees will be permitted to authorize payroll deductions for contributions to a tax-sheltered annuity plan(s) and the local teachers' federal credit union. The authorization for a payroll deduction either in a tax-sheltered annuity plan or the local teachers' federal credit union must be submitted to the Board Secretary on or before the last workday of the month as specified below. The employee shall specify the amount of the deduction (in dollars). The employees may modify payroll deductions between September 15 to 30 and between January 15 to 30 only. The amount of the deduction will not be subject to change at any other time.

ARTICLE XVIII

EMPLOYEE EDUCATION

A. The Board will pay the full cost of tuition and fees incurred in connection with any courses, workshops, seminars, or inservice training which an employee is required by the superintendent to take. If the employee withdraws or fails the course, workshop, etc., the employee will be required to reimburse the Board for any tuition and fees incurred.

B. Employees who voluntarily and successfully complete a course(s) that is directly related to their duties, provided the course(s) has been approved in advance by the Superintendent, shall be eligible to receive reimbursement for the cost of tuition. Tuition reimbursement shall be limited to six (6) credits per employee per year at a maximum per credit cost for undergraduate courses at the New Jersey State Colleges. The Board's total expenditure shall not exceed \$3,000 per year.

ARTICLE XIX

NEW EMPLOYEES

New aides, clerical, cafeteria and custodial employees will be hired at a rate no less than eight-five (85) percent of the regular salary of the respective category at the time of hire. Said employee will be brought up to the regular salary upon completion of fifteen (15) months of employment.

New secretarial I/II and maintenance I/II employees will be hired at a rate no less than eight-five (85) percent of the regular salary of the respective category at the time of hire. Said employee will be brought up to the regular salary upon completion of twenty-four (24) months of employment.

The above would not apply to employees who have less than three (3) years experience. Such employees will be hired at no less than twenty-five (25) percent of the entry level and be upgraded over a three (3) year period at the following steps:

1 year	-	5%
2 years	-	10%
3 years	-	10%

ARTICLE XX - SALARIES

CAFETERIA

	SALARY 1990-91	SALARY 1991-92	SALARY 1992-93
CAFETERIA - 179 GAYS			
CASHIER/CAFETERIA WORKER(896 Hours)	\$6,395.10	\$9,876.30	\$9,800.26
CASHIER/CAFETERIA WORKER(630 Hours)	\$3,402.00	\$3,672.90	\$3,969.00
CASHIER/CAFETERIA WORKER(640 Hours)	\$2,916.00	\$3,148.20	\$3,402.00
HEAD COOK	\$9,218.80	\$9,870.30	\$10,778.80
HELPER/DISHWASHER 896 Hours	\$4,063.30	\$4,394.45	\$4,752.45
630 Hours	\$2,860.20	\$3,093.30	\$3,345.30
640 Hours	\$2,461.60	\$2,661.40	\$2,867.40

AIDES

	SALARY 1990-91	SALARY 1991-92	SALARY 1992-93
Dilvet (6 hr/day)	\$8,600.00	\$9,297.00	\$10,050.00
APSHS/MS (6 1/2hr/day)	\$9,316.00	\$10,071.00	\$10,887.00
OS and MS (8 1/2 hr day)	\$10,483.20 (2)	\$11,241.00 (2)	\$12,057.00 (2)
Dilvet (6 hr/day)	\$9,136.00 (1)	\$9,837.00 (1)	\$10,590.00 (1)

(1) Permissionable stipend \$1.00/hr for Associate's Degree  
 (2) Permissionable stipend \$1.00/hr for Bachelor's Degree

SECRETARIAL/CLERICAL

	SALARY 1990-91	SALARY 1991-92	SALARY 1992-93
<b>SECRETARY I</b>			
12 Month APSHS	\$22,801.00	\$24,556.00	\$26,448.00
10 Month MS	\$21,977.00	\$24,181.00	\$26,448.00
10 Month Norma	\$19,356.00	\$20,754.00	\$22,038.00
<b>SECRETARY II</b>			
12 Month	\$20,181.00	\$21,839.00	\$23,692.00
<b>CLERK I</b>			
10 Month	\$16,012.00	\$17,393.00	\$18,937.00
12 Month	\$19,207.00	\$20,762.00	\$22,444.00
<b>PART-TIME CLERK CST (680 hours)</b>	\$8,299.00	\$8,816.00	\$9,312.00
<b>ATTENDANCE</b>			
12 Month Dilvet	\$20,871.00	\$22,100.00	\$23,466.00
10 Month APSHS	\$17,391.00	\$18,416.00	\$19,563.00
<b>PART-TIME RECEPTIONIST Middle School (711 hours)</b>	\$3,605.00	\$4,081.00	\$4,600.00

ARTICLE XXI

DURATION

A. This Agreement shall be in full force and effect as of this 1st day of July 1998, and shall remain in effect until June 30, 1993, at which time it shall expire.

B. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 10th day of December, 1998.

PITTSBORO TOWNSHIP  
SUPPORT STAFF ASSOCIATION

*Shirley H. ...*  
President

*...*  
Secretary

PITTSBORO TOWNSHIP  
BOARD OF EDUCATION

*...*  
President

*...*  
Secretary

	CUSTODIANS		
	SALARY 1990-91	SALARY 1991-92	SALARY 1992-93
CUSTODIAN I Hired prior to 1990 - 85¢ rule	\$20,384.00 \$17,056.00	\$22,027.20 \$19,988.80	\$23,816.80 \$23,816.00
CUSTODIAN II	\$21,548.00	\$23,296.00	\$25,168.00
CUSTODIAN PART-TIME (1040 HOURS)	\$8,829.60	\$9,547.20	\$10,316.80
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MAINTENANCE	SALARY 1990-91	SALARY 1991-92	SALARY 1992-93
MAINTENANCE I *	\$27,872.00	\$30,139.20	\$32,631.28
MAINTENANCE II	\$23,312.12	\$25,958.40	\$28,802.38

\* Includes Energy Management Sclpond of \$1200