

PAULSBORO BOARD OF EDUCATION  
PAULSBORO EDUCATION ASSOCIATION

AGREEMENT

EFFECTIVE  
JULY 1, 2016 – JUNE 30, 2021

# Table of Contents

<b>Section I</b> (Articles Apply to All Employees Represented by the Paulsboro Education Assn.)	1
Article I (Recognition)	1
Article II (Negotiations)	2
Article III (Grievance Procedures)	3
Article IV (Employee Rights)	5
Article V (Association Rights and Privileges)	5
Article VI (Board of Education Rights)	6
Article VII (Procedures for Payment of Salaries)	6
Article VIII (Extended Leaves: Childbearing and Childrearing)	7
Article IX (Sick Leave and Leaves of Absence)	8
Article X (Transfers, Reassignments, Vacancies, and New Positions)	10
Article XI (Insurance Protection)	11
Article XII (Agency Shop)	13
Article XIII (Duration and Separability)	15
Article XIV (Employee Evaluation)	15
<b>Section II</b> (Articles Apply to Certified Employees [Teachers] Represented by the Paulsboro Education Association)	16
Article XV (Work Hours)	16
Article XVI (Sabbatical Leaves)	19
Article XVII (Substitutes)	20
Article XVIII (Professional Development)	21
Article XIX (Salary)	23
• Teachers	23-24
• Athletic Trainer	25
• Department Chairpersons	25
• Miscellaneous	26

• Coaches	26
• Extracurricular	27
<b>Section III</b> (Articles apply to Non-certified Employees [Secretaries, Custodians, Groundskeepers, Maintenance Workers, Bus Drivers, Classroom Aides, Instructional Aides, Computer Technicians and Cafeteria Workers] Represented by the Paulsboro Education Association)	29
Article XX (Work Schedule)	29
Article XXI (Vacation Schedule)	32
Article XXII (Employee Improvement)	33
Article XXIII (Seniority and Job Security)	33
Article XXIV (Probation and Dismissal)	34
Article XXV (Work Clothing)	34
Article XXVI (Salary)	35
• Secretaries	35
• Computer Technicians	35
• Grounds/Custodial/Maintenance	36
• Cafeteria	36-37
• Bus Drivers	37
• Bus Aides	37
• Classroom Aides	37-38
• Instructional Aides	37-38
• Pesticide and Boiler Licenses	38
Signatures	39



# **PAULSBORO BOARD OF EDUCATION PAULSBORO EDUCATION ASSOCIATION**

## **AGREEMENT**

### **EFFECTIVE**

**JULY 1, 2016 - JUNE 30, 2021**

*Note:* The words "he" and "his" as used in this contract do not imply gender. These words are used rather than "he/she" and "his/her" in order to streamline contract language.

### **Section I**

**Articles Apply to All Employees Represented by the  
Paulsboro Education Association**

#### **ARTICLE I RECOGNITION**

The Paulsboro Board of Education (also referred to as "Board" and "employer") hereby recognizes the Paulsboro Education Association (also referred to as "PEA and Association") as the exclusive representative of the unit defined below and the sole bargaining agent concerning terms and conditions of employment in the Paulsboro School District.

The Association shall represent as a "Unit"

- All full-time and part-time certified contractual employees, and full-time and part-time support staff personnel; excluding confidential employees – (Secretary to the Superintendent, Secretary to the Business Administrator/Board Secretary, Bookkeeper, Payroll and Business Secretary, Administration Building Secretary), and playground/cafeteria aides, and administrators.
- Supervisors are also excluded (Supervisor of Support Staff, Night Supervisor of Custodians, Assistant Supervisor of Maintenance and Grounds, Food Services Supervisor, and Computer Systems Administrator).
- Substitutes are excluded from this agreement.

For the purpose of collective negotiations, the above persons shall be referred to as "employees."

Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement as established by administrative procedures and practices in force on said date shall continue to be so applicable during the terms of this agreement. Unless otherwise provided in this



agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefits existing prior to its effective date.

Nothing in this provision should be construed to modify either party's position in the ongoing arbitration on the full-time/part-time issue.

## **ARTICLE II NEGOTIATIONS**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Law of New Jersey, 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment of all represented personnel.

- A. Procedures
  - 1. A letter opening negotiations shall be presented by October 1<sup>st</sup> of the calendar year preceding the year in which this agreement expires. Proposals will be exchanged at the first meeting which will be held no later than December 1<sup>st</sup>.
  - 2. Any agreement so negotiated shall apply to all represented personnel who are recognized in Article I.
  - 3. Once ratified by both parties, the memorandum of agreements will be reduced to formal language and signed by both parties.
- B. Representatives of the Board and the Association shall meet on the request of either party no more than three (3) times per year for the purpose of reviewing the administration of the Agreement. The parties will exchange agendas. The meetings are not intended to by-pass the grievance procedure.
- C. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities unless otherwise agreed.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of the agreement with any organization other than the Association for the duration of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. 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.

## ARTICLE III GRIEVANCE PROCEDURE

### A. Definitions

#### 1. Grievance

A "Grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or group of employees.

#### 2. Aggrieved Person

An "Aggrieved Person" is the person or persons making the claim.

#### 3. Party of Interest

A "Party of Interest" is the person or persons making the claim and any person who might be required to take action or against whom the action might be taken in order to resolve the claim.

### B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting employees.

Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure. All meetings and hearings under this procedure shall not be conducted in public and shall include only staff members involved, the administration involved, Board of Education, PEA, and designated or selected representatives.

### C. Time Limits

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. Every effort will be made to complete levels one through four by the end of the academic year.

### D. Levels

#### 1. Level One

An employee with a grievance must first discuss it with his principal or immediate supervisor, either directly, or through the Association's designated representative, with the objective of resolving the matter informally. This should take no more than 13 days from the date the grievant knew or should have known of the alleged violation.

#### 2. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within two (2) workdays after presentation of the grievance, he or the Association must submit the grievance in writing within six (6) workdays to the principal or immediate supervisor with whom the informal conference in level one was held. The supervisor's decision shall be rendered in writing within two (2) workdays of the receipt of the formal complaint.



3. Level Three

The aggrieved person may appeal the decision of the principal or immediate supervisor to the Superintendent of Schools within five (5) workdays after receiving the decision of the principal or immediate supervisor. The Superintendent of Schools shall within ten (10) workdays after receipt of the appeal review the formal complaint and render a decision in writing. Should the grievance affect the entire body, the appeal shall be presented to the Superintendent.

4. Level Four

If the aggrieved person is not satisfied with the disposition of the grievance at level three, or if no decision has been rendered within ten (10) workdays after the grievance was delivered to the Superintendent, they may within five (5) workdays submit a written grievance to the Board of Education. The Board will review the grievance in executive session with the person and representative from the Association given ten (10) working days prior to a regularly scheduled meeting. Following the executive session, the Board of Education shall set forth, in writing, its decision and the reason within thirty-five (35) workdays.

5. Level Five

- a. If the aggrieved person determines that the grievance is not satisfied by the decision of the Board, the grievance may be submitted to arbitration within fifteen (15) workdays by the aggrieved person or the Association.
- b. Within ten (10) workdays after such written notice of submission to arbitration, the Board and the aggrieved person and the Association, shall attempt to agree upon a mutually acceptable arbitrator to serve and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties shall then be bound by the rules and procedures of PERC.
- c. The arbitrator so selected shall confer with the representatives of the Board and the aggrieved person and the Association and promptly conduct a hearing and issue his decision. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board, aggrieved person, and the Association and shall be final and binding on the parties. The costs for the services of the arbitrator shall be borne equally by the Board and Association. Any other expenses incurred shall be paid by the party incurring same.
- d. The grievant will not be permitted to pursue a case to arbitration. The contract being enforced is between the Board of Education and the Paulsboro Education Association.



#### **ARTICLE IV EMPLOYEE RIGHTS**

- A. Pursuant to Chapter 123, Public Law of 1974, the Board hereby agrees that every new employee represented by this agreement shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Law of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to wages, hours, any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. No employee shall be disciplined, reprimanded, reduced in rank, or compensation for a violation of Board policy, administrative directive or other issue without just cause.
- C. Whenever any employee is required to appear before the Superintendent, Board or any committee thereof concerning any formal charge which could adversely affect the continuation of that employee in his office, position, or employment or his salary or any increments pertaining thereto, he shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting. Any suspension of an employee pending charges, shall be without pay pending decision. If found not guilty, salary will be retroactive from time of suspension.

#### **ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish the Association in response to reasonable requests, from time to time, available public information through the Superintendent of Schools. The Board agrees to furnish each staff room with one (1) copy of the minutes for each Board meeting. The Board also agrees to furnish to the Paulsboro Education Association President two (2) copies of the Board minutes within three (3) working days after the minutes are approved.
- B. Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- C. Representatives of the Paulsboro Education Association shall be permitted to transact official Paulsboro Education Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The Association shall submit a building



usage form to the principal of the building being requested. The principal will verify room availability then forward the building usage form to the Superintendent for approval.

- E. Up to six (6) paid days for the President or Vice President or Secretary of the Association to attend professional workshops/conventions. They may appoint a substitute representative. Given ten (10) working days notice of any association business, the Superintendent shall attempt to make schedule changes to accommodate the union business.
- F. Any Association Officer elected or appointed to a committee in NEA, NJEA, GCEA or PEA that meets during his/her work hours shall be able to attend without loss of pay, vacation, sick or personal days; up to four (4) days or if needed additional days with Superintendent's permission.

## **ARTICLE VI BOARD OF EDUCATION RIGHTS**

The Board of Education 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 the applicable laws and regulations including the following:

1. To direct employees of the school district
2. To hire, transfer, assign, and retain employees in positions in the school district, and for just cause to suspend, demote, discharge, or take other disciplinary action against employees
3. To relieve employees from duty because of lack of work, or for other legitimate reasons
4. To maintain the efficiency of the school district operations entrusted to it
5. To determine the means and the personnel by which such operations are to be conducted
6. To take whatever actions may be necessary to carry out the mission of the school district including situations of emergency

## **ARTICLE VII PROCEDURES FOR PAYMENT OF SALARIES**

- A. All employees shall be paid on the 15th and 30th of the month except February in which case they shall be paid on the 15th and 28th.
- B. Employees may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the employee in two (2) equal payments on the fifteenth of July and August. Employees specifying this option may not change the plan during the school year.

- C. When a payday falls on or during a school holiday, school vacation or weekend, each employee shall receive his paycheck on his last working day prior to the holiday.
- D. Ten month employees shall receive their final checks on the last working day in June.
- E. Upon satisfactory completion of all duties, full year extracurricular stipends shall be paid in semi-annual equal installments on December 15th and the last working day of the school year.
- F. Upon satisfactory completion of all duties, seasonal extra curricular stipends shall be paid in full within thirty (30) days.

**ARTICLE VIII  
EXTENDED LEAVES OF ABSENCE: CHILDBEARING AND CHILDBEARING**

Requests for a child bearing leave shall be substantiated by a doctor's certificate and shall be treated the same as any other temporary disability.

**A. Length of Leave**

1. In case of an employee with less than three (3) years and one (1) day of continuous service, the Board shall provide the leaves mandated by the doctor's certificate and the New Jersey and Federal Family Leave Laws. The Board may, upon request, grant leaves until the end of the year in which the leave is begun. It is not required to do so.
  2. In the case of an employee with at least three (3) years and one (1) day of continuous service, the original ending date can not be later than September 1<sup>st</sup> of the next year unless the employee leaves after January 15<sup>th</sup>, in which case it can be no later than September 1<sup>st</sup> of the second school year.
- B. All or any portion of the leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the option of the employee, be charged to her available sick leave benefits.
  - C. Salary and vacation determination after maternity leave shall be based on salaries in effect upon return. Experience credit shall be granted for the school year if the employee was actively employed for 1/2 the workdays or more. If the number of work days is odd, (by illustration-185), the 1/2 day will be rounded up, (by illustration-93) during the school year in which the child bearing/child rearing leave was taken.
  - D. All extensions or renewals of leaves must be in writing and received by May 1<sup>st</sup>.



**ARTICLE IX  
SICK LEAVE AND LEAVES OF ABSENCE**

- A. All 10 month employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day; 12 month employees shall be entitled to twelve (12) sick leave days. Up to three (3) of the sick leave days may be taken for the illness of the employee's child, spouse or parent. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Employees shall be given a written accounting of accumulated sick leave days no later than October 30th of each school year.
- C.
  - 1. Pay upon retirement for teachers, computer technicians, custodians, maintenance workers, groundskeepers, cafeteria workers and secretaries accumulated sick days shall be \$75 up to 150 days.
  - 2. Pay upon retirement for Bus Drivers and Aides accumulated sick days shall be \$25 up to a maximum of 150 days.

The payment for sick leave days applies only to those days earned as an employee of the Paulsboro Board of Education. Staff members shall be eligible for remuneration of sick days in the year payment for TPAF or PERS benefits commence (this payment shall be at the rate in effect when the employee leaves Paulsboro Public Schools). Notification of retirement must be made to the Superintendent no later than the first week in November of the year preceding retirement. Failure to notify prior to deadline will result in payment the following fiscal year.

**D. Death in Family**

When death in the immediate family (parent, spouse's parent, child, brother, sister, spouse, grandparent, spouse's grandparent, sister-in-law, brother-in-law, grandchild, son-in-law, daughter-in-law, domestic partner, civil union, and others residing in the employee's home) occurs the employee will be allowed up to five (5) days leave with pay. One day of pay will be granted for the death of an employee's ex-spouse, aunt, uncle, niece, nephew, or cousin, including those by marriage. Death in the family leave must coincide with the death or funeral or memorial service. All defined relationships above shall consider marriage, civil union, and domestic partnerships as equal.

**E. Personal Leave**

All Employees shall receive 3 personal days per year.

**1. Definition**

- a. Personal leave days are to be utilized only for personal business, or legal and family matters that cannot be conducted outside the normal workday. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours.

- b. Except for religious holidays, emergencies, or the funeral of a person not covered under Section D of this article, personal leave days may not be taken before or after holiday or school vacation period or to extend a holiday or school vacation period.
- c. Personal leave is not cumulative. In cases of leave which does not fall within the above classification, pay shall be forfeited at the rate of 1/200 for 10 month employees and 1/240 for 12 month employees of the annual salary for each day absent.
- d. Any employee with 1, 2 or 3 remaining personal days at the end of each school year will have them transferred to their accumulated sick days for the following school year.
- e. All requests must be approved by the Superintendent before an employee can be paid for personal days.
- f.
  1. Extended Leaves of Absence shall be those defined as consecutive days of Requested Leave time (excluding vacation or personal leave) occurring on or after the 6<sup>th</sup> consecutive day of said leave.
  2. No employee shall be charged FMLA or NJFMLA time concurrently, while on approved Workman's Comp Time leave.
  3. Once an Extended Leave of Absence (as defined above) form is sent to the employee by the Paulsboro Public School District, said employee must choose whether or not he/she wishes to use FMLA/NJFMLA time concurrently with sick time, or whether said employee wishes to use only approved FMLA/NJFMLA time for leave.

## 2. Procedure

- a. An application for personal leave must be submitted in writing through the building principal/supervisor to the Superintendent of Schools for approval at least three (3) workdays in advance.
- b. In cases of emergency, verbal requests may be granted immediately by the principal/supervisor or in his absence his administrative designee with the Superintendent being informed. In this case, the application form shall be submitted through the normal chain of command within two (2) workdays after the employee's return to work in order to be paid.



**ARTICLE X**  
**TRANSFERS, REASSIGNMENTS, VACANCIES, AND NEW POSITIONS**

A. Voluntary Transfers

Employees desiring a change in assignment shall make their request in writing to the Superintendent.

These requests shall be granted wherever possible (as soon as possible).

If there are no vacancies available at that time, prior consideration shall be given to the individual requesting transfer when a position becomes available.

Employees wishing to be considered for possible openings that may occur over the summer months shall submit the above statements to the Superintendent by the end of the school year.

Final action on the request is at the discretion of the Superintendent.

B. Involuntary Transfers

Involuntary transfers will be made only when conditions require it. All factors being equal, seniority shall prevail.

The Superintendent or his designee shall discuss the transfer with the employee and his representative if requested.

C. Vacancies and New Positions

Notice of all vacancies shall be posted in each school by the Superintendent. The notice shall be posted for five (5) working days prior to the Superintendent making recommendation to Board of Education. Employees interested therein must submit a written application to the Superintendent within the aforementioned five (5) working days posting period to be considered for the vacancy. The notice shall state the name of the job. The person requesting the transfer to the position shall list his special skills in the request which are related to the advertised job.

All current employees shall be considered and given an interview within a reasonable period of time.

All factors being equal, seniority shall prevail.

All ten-month employees shall have the right to submit a letter, in writing, to the Superintendent of Schools no later than the last day of the student year expressing interest in any new opening.



**ARTICLE XI  
INSURANCE PROTECTION**

**A. Medical/Health Benefits**

All employees shall receive benefits listed on the memorandum of agreement. All employees hired after July 1, 2007, shall select HMO or PPO. Co-Pays are \$15 HMO/Direct Access and \$20 PPO. All Co-Pays remain unchanged for the life of the contract.

Single employees hired prior to June 30, 1995, shall receive \$503 towards a disability plan of their choice mutually agreed upon by the Paulsboro Education Association and Board of Education.

Refer to Sidebar Agreement for all Classroom Aides, Instructional Aides, and Custodians for the period July 1, 2017 through June 30, 2019.

All NEW Employees hired on or after July 1, 2018, shall receive the "Horizon Direct Access Design 10 (w/\$15 Co-Pay)" as their base healthcare plan provided by the Board of Education. This plan shall be provided to the employee(s) at the cost to the Board of Education less any statutory contributions toward healthcare plan premium.

**B. Prescription Plan**

The Board agrees to pay for a prescription plan acceptable to both parties (\$10 Generic/\$20 Brand/\$35 Non-preferred Brands), Mail-Ins: One co-payment for a 90 day supply. The co-pays will remain the same for the life of the contract.

**C. Dental Coverage**

The Board shall pay single coverage for a dental plan up to a monthly cost for each employee as follows. All employees may purchase family dental coverage at their own expense.

2016-2021	\$35.00
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**D. Eye Care**

The Board agrees to annually pay \$107 per employee for examination and/or eyeglasses upon presentation of proper documentation and receipts for the duration of the contract.

**E. Hospital and Medical Benefit Buy Back**

Employees who have spouses employed in the district must select one spouse to receive coverage. The other is eligible for the buy-back provision.

All other employees may elect to waive the Hospital and Medical Plan benefit coverage and in return, shall receive extra compensation according to the following:

1. The provision does not apply to dental insurance coverage.
2. The cash payment is treated as taxable income. Payments will be distributed in equal semi-annual installments in January and in May.
3. The waiver of medical benefits must be for a year unless benefits from other sources are discontinued for some reason (loss of job, loss of benefits, divorce, etc.) Employees who lose benefits would reenroll in the district's plan. Enrollment can only become effective as of the first day of a month. It is the employee's responsibility to notify the business office, in writing, of any benefit discontinuation.
4. Employees choosing the waiver program must sign a release indicating that they and their dependents are covered under another health benefit program. If applicable, employees must provide proof of qualification status (i.e. proof of eligible dependent status).
5. Employees planning to retire during or at the end of the year and receive their lifetime benefits through pension should not reenroll in the buy back. Only if the stipulations of the retirement health coverage are that the employee be actively enrolled in the district's plan at the time of retirement.
6. Employees who are not employed during the full year and choose the waiver shall have their payments prorated accordingly. This applies to new hires as of September 1, 2007. Employees who choose the waiver and are on an unpaid leave of absence without medical benefits shall have their payments prorated as well.
7. If an employee's coverage status changes during the waiver period, it is the employee's responsibility to notify the business office in writing. Payments would be adjusted and/or prorated accordingly.
8. The Board shall establish a 125 plan for all who choose to avail themselves of this benefit.
9. Medical buy-back shall be \$3000 per year. Prescription buy-back shall be \$1000 per year.
10. Determination of eligibility for health benefits is defined by the Affordable Care Act. If the Affordable Care Act is eliminated until an agreement is reached the existing guidelines will be followed.



## **ARTICLE XII AGENCY SHOP**

### **A. Purpose of Fee**

If an employee does not become a member of the Association during any membership year (i.e. from July 1 to the following June 30) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. The Association will provide the Board with a copy of the procedures for the demand and return system.

### **B. Amount of Fee**

#### **1. Notification**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee will be determined by the Association in accordance with law.

#### **2. Legal Maximum**

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees, and assessment charges by the Association to its own members, and the representation fee has been set at a maximum of 85 percent.

### **C. Deduction and Transmission of Fee**

#### **1. Notification**

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

#### **2. 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 next payroll period:

- a. After receipt of the aforesaid list by the Board; or
- b. Thirty days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the



first payroll period after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee, who is required to pay a representation fee, terminates his employment with the Board before the Association has received the representation fee to which it is entitled under this article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

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

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and such changes will be reflected in any deductions made no more than the next payroll period (not next paycheck) after the Board received said notices.

6. New Employees

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

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provision of this article, provided that:

- a. The Board gives the Association notice in writing within five (5) work days of any written claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph;
- b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of obligations imposed upon it by this article.



**ARTICLE XIII  
DURATION AND SEPARABILITY**

A. This Agreement shall be in effect from July 1, 2016 through June 30, 2021. There shall be no re-openers during the length of the contract.

B. Separability

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

**ARTICLE XIV  
EMPLOYEE EVALUATION**

A. All observations of employee performance shall be conducted openly and with the knowledge of the employee. The use of surveillance devices shall be prohibited.

B. Teacher performance for evaluation purposes shall be evaluated only by certificated supervisory personnel.

C. Evaluation reports shall be discussed with the employee before they are placed in the employee's file. No employee shall be required to sign a blank or incomplete form.

1. The employee shall have the right to review the contents of his permanent file with the Superintendent. The employee is entitled to indicate documents which he believes are obsolete or inappropriate to retain. Said documents shall be reviewed by the Superintendent and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be referred to the Board for final disposition.

2. No material regarding the employee's conduct, service, character or personality shall be placed in the permanent file unless the employee has the opportunity to review same and has the opportunity to submit written answers to be attached to the file.

3. Complaints shall be investigated and may be called to the attention of the employee. The employee shall have the opportunity to respond or rebut the complaints before being considered for placement in the file.

D. Following an observation the employee will meet with the supervisor within five (5) days to discuss the observation. The written observation report shall be presented to the employee within seven (7) additional workdays and shall be based on job description and evaluation procedure approved by the Board of Education.

1. Employees with at least three (3) years and one (1) day of service will be evaluated at least once annually.

2. All other employees will be evaluated at least three (3) times per year.



**Section II**  
**Articles Apply to Certificated Employees (Teachers) Represented by the**  
**Paulsboro Education Association**

**ARTICLE XV**  
**WORK HOURS**

A. School Calendar

The right to determine the school calendar in its specifics is reserved to the unilateral decision of the Board of Education. Discussion and consultation with all interest groups shall take place prior to recommendation to the Board for final approval. The in-school work year for teachers employed on a ten-month basis shall include days when pupils are in attendance, orientation days, and any other such days on which attendance is required. School calendar will be 181 full session student days and 184 teacher days exclusive of NJEA Convention days. Effective July 1, 2018, there will continue to be a total of (4) four parent/teacher conference sessions through the school year. Each teacher will conduct (3) three afternoon conference sessions and (1) one evening conference session. On the day of the evening conference, Teaching Staff shall be released in accordance with a regular half-day schedule, and return in the evening for the start of the Conference. The conference schedule shall be provided to the Association by the Administration, on the school calendar.

B. Teaching Hours

The length of the teacher's day shall not exceed seven and one-half (7-1/2) hours.

C. Teaching Load

1. The schedule of periods per week for a high school teacher will be a maximum of thirty (30) assigned teaching and/or duty periods in addition to five (5) duty periods, five (5) preparation periods, and five (5) duty free lunch periods. It is understood that the five (5) preparation periods shall be the same length in time as the teaching and/or duty periods. Duty periods – Inclusion duty must be on a voluntary basis.
2. All certificated, non-high school employees shall have a duty-free lunch period each day. The length of this duty-free lunch period shall be the same length as an instructional period.
3. It is the intent of the Board of Education to continue the special classes of Art, Music, Physical Education, Library, and Foreign Language from the first day of school until the last day of school. When a specialist is scheduled for a class, the classroom teacher has preparation time. Every effort will be made to provide each teacher with one preparation period per day.
4. Where possible, 7th through 12th grade teachers shall not be required to teach more than two (2) subject areas.



- a. Prior to the assignment of a third subject area, a meeting shall take place among the administrator, the teacher involved, and a representative of the Association.
  - b. The rationale for said assignment shall be discussed with the teacher and the Association.
  - c. If a third subject area is assigned, the teacher shall be relieved of all duty periods or the teacher shall be compensated \$1511 each school year above his/her contracted salary for the life of the contract.
  - d. In no event shall subject areas exceed three (3).
  - e. If three (3) subject areas are assigned, the teacher shall teach no more than six (6) periods per day.
5. Teachers assigned to a seventh teaching period will receive a \$5,000 compensation each year for the life of the contract.

#### D. Lateness

1. Teachers shall indicate their presence for duty at the appropriate time by signing the appropriate column of the faculty sign-in roster.
  - a. Teachers shall receive a written warning for each infraction of lateness and a copy of each notification shall be placed in the Principal's lateness file only.
  - b. Beginning with the sixth (6th) lateness in a school year a violating teacher shall be docked one-eighth (1/8) of his daily pay for every hour or part thereof of lateness. The same penalty shall apply to all successive violations. A teacher who is over two (2) hours late, without authorization of his principal, shall be considered absent.
  - c. After the violating teacher has been once docked in any given school year, a notice to this effect shall be placed in the teacher's personnel file by the Superintendent.
2. All teachers are to be in school twenty (20) minutes before their first assigned period, which shall include preparation periods. Elementary teachers are to be in their classrooms five (5) minutes before the start of school. Teachers may be assigned supervisory responsibilities during part of this twenty (20) minute period.
3. All teachers are required to stay twenty (20) minutes after their last assigned period, which includes the preparation period, except on those days specified in Section F.6. of this Article and on days when after school meetings have been scheduled. Anyone wishing to leave school early must receive permission from the building Principal and in his absence his administrative designee and in his absence the Superintendent of Schools. Teachers may be assigned supervisory responsibilities during part of this twenty (20) minute period.



4. Teachers may leave their building during scheduled duty free lunch periods, but they must sign OUT and IN in a designated area.

#### E. Faculty Meetings

1. Faculty meetings shall begin no later than fifteen (15) minutes after student dismissal time and shall run for no more than forty five (45) minutes. In the event that more time is needed, the administrators and faculty may agree to extend the meeting time.
2. Emergency faculty meetings may be called by the Administration and attendance of teachers is required unless excused by the building Principal.

#### F. Miscellaneous

1. The Board and Administration recognize the desirability of limiting the number of times in any day a regular classroom teacher is required to change a subject area teaching station and will attempt to hold such changes to a minimum.
2. Extra duty assignments both within and outside the academic day will be distributed equally so far as possible.
3. The Board and Association recognize that teaching and learning take place in contacts other than formal classroom situations during the academic day and that all staff members have the responsibility of control and direction of students at all times on school property.
4. Except in cases of emergency, budgetary items requested by the Administration from faculty members for the ensuing school year shall be given to the appropriate faculty members fifteen (15) days prior to the due date.
5. No member of the teaching staff shall be required to cover any secretarial duties.
6. On Fridays, required PTA days, General Election Day and days before holidays teachers may leave five (5) minutes after their last assigned period or immediately after the last assigned duty.
7. Teachers whose duties require the use of privately owned vehicles between schools and to Board approved trips, shall be reimbursed as per current IRS rates as set each January.
8. There shall be two (2) required PTA meetings for each elementary building per year. (Exceptions to this requirement shall be for illness, attending or teaching classes, and/or emergencies at the discretion of the building principal.)
9. All high school personnel shall be required to attend Back to School Night and Graduation. (Exceptions to this requirement shall be for illness, attending or teaching class, and/or emergencies at the discretion of the building principal.)
10. The Board agrees to utilize aides for the collection of lunch and milk money as in the past.



11. The Culinary Arts teacher may use duty period to purchase supplies.

## **ARTICLE XVI SABBATICAL LEAVES**

- A. Every teacher who has held any position of employment in the Paulsboro Public School District for eight (8) of the last twelve (12) academic years shall be eligible for a sabbatical leave.
- B. For this section:
1. "Teacher" shall mean any member of the certificated staff of the Paulsboro School District, the qualifications for whose office, position, or employment are such as to require him to hold an appropriate certificate issued by the State Board of Examiners in full force and effect in New Jersey.
  2. "Sabbatical Leave" shall mean a leave of absence for the purpose of improving the qualifications of the teacher in his office, position, or employment by study or travel or for such other purpose as may be authorized by the Board of Education.
  3. "Academic Year" shall mean September 1<sup>st</sup> through June 30<sup>th</sup>.
  4. "Area" shall mean grade level in elementary schools or subject area department in the High School or special subject areas serving the school district.
- C. A sabbatical leave shall be for the period of one academic year at one-half (1/2) salary or one-half (1/2) an academic year at the pro-rated full salary the teacher would have received if he were not on such leave, or for such longer period, or at such higher salary as may be approved by the Board of Education.
- D. All tenure, seniority, salary increment, pension, health insurance, tuition reimbursement and retirement rights shall be retained by and accrued to the teacher on sabbatical leave in the same manner as if he were not on such leave. The Board of Education shall retain from the salary of the teacher on sabbatical leave and pay on his behalf such amounts as are required for pension and such other purposes as may be required by law.
- E. Any eligible teacher desiring a sabbatical leave shall make an application to the Superintendent of Schools specifying the period and purpose of the leave desired and such other information as may be required by the Board of Education. In some cases this may require an interview. All applications must be in the Superintendent's possession on or before December 1<sup>st</sup> of the academic year preceding the proposed sabbatical and action must be taken on all such requests no later than February 1<sup>st</sup> of such school year preceding the school year for which the sabbatical is requested.
- F. Up to three (3) of the eligible teaching personnel may be granted sabbatical leave in any one school year. No more than one (1) teacher from any one (1) area in any one (1) school shall be granted a sabbatical leave in the same year.
- G. A joint committee of the Board of Education and the local Association shall be set up to review all applications for sabbatical leaves and to make recommendations to the



Board. The joint committee shall consist of the President of the Board of Education, the President of the local Association, the Vice President of the Board of Education, two (2) Association members-at-large (appointed by the Executive Committee of the Association), and one (1) Board member-at-large (appointed by the full Board). Four (4) favorable votes are necessary for approval. The Superintendent of Schools shall act as non-voting chairperson of this joint committee and shall call such meetings as are necessary to review all applications. The joint committee shall use the following list of guidelines. The more guidelines that the applicant meets, the greater the consideration that he will be given by the committee.

1. Year of service in the system
  2. Graduate and under-graduate study in the teacher's field
  3. Residency requirements for a degree
  4. Graduate study for advancement (administration, guidance, or job change)
  5. Graduate study for general education purposes
  6. Fellowships, foundation grants, assistantships, etc.
  7. Educational travel for the improvement of classroom skills
  8. Educational travel for the advancement, job re-assignment, and college credits
  9. Evidence of continued professional growth through prior course taking
- H. The final decision to approve or deny requests for sabbatical leave rests with the Board of Education.
- I. The teacher shall submit a detailed written report within a month after his return to service.
- J. Any teacher who does not return to his office, or position of employment upon the termination of his sabbatical leave and continue therein for a period of at least two years thereafter shall be deemed guilty of unprofessional conduct and the Board of Education and the Paulsboro Education Association may take appropriate action. Exception to this rule will be granted if the employee is not rehired due to a reduction in force.
- K. The employee, by signed agreement, shall reimburse the district for the salary received and cost of fringe benefits received during the course of said Sabbatical if they do not return for the two (2) year period specified in paragraph J. Exceptions to this provision shall be:
1. Death of the employee
  2. Disability of the employee as certified by the school medical inspector

## **ARTICLE XVII SUBSTITUTES**

- A. The Board agrees to attempt at all times to maintain an adequate list of substitute teachers. Teachers shall call a designated telephone prior to 6:30 a.m. to report his absence from work. It shall be the responsibility of the administration to arrange for a substitute.
- B. It is desirable for each teacher to have an uninterrupted preparation period. The



Board expects that the preparation period will be used for planning for upcoming lessons. In some cases, however, as a result of a shortage of substitutes or sudden teacher emergencies, it becomes necessary to use teachers as substitutes during their non-teaching time. A teacher may, in this situation, be assigned to serve as a substitute for up to two (2) free covers per year. After having covered two (2) times, teachers shall be paid the following amounts per class period for the balance of the year:

2016-2021                      \$32.00

Such covers shall be arranged by an administrator of the school in question and shall be distributed as equitably as possible.

**ARTICLE XVIII  
PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT**

- A. The Board recognizes that it shares with its professional staff the responsibility for the upgrowth and updating of teacher performance and attitudes.
- B. To work toward the ends stated above the Board agrees to:
  - 1. Compensate teachers who have completed one (1) year of service in the Paulsboro School District for tuition and required fees (not including parking fees). These teachers upon their return for the second year are eligible to apply for the following reimbursement:
    - a. For courses taken outside the teacher's current field of employment reimbursement will be \$675 per course for a maximum of two (2) courses.
    - b. For courses taken within the teacher's current field of employment reimbursement will be \$900 per course for a maximum of three (3) courses.
  - 2. All credits earned in July and August shall be reimbursed as of September.
- C. Courses for which reimbursement is requested must be related to the individual's increased competence as a professional teacher in the Paulsboro School District.
- D. The applicant will present the following to the Superintendent:
  - 1. Application prior to or no later than two (2) weeks after registration
  - 2. College transcript or letter grade from the college verifying completion of the course. The applicant must receive a mark equivalent to "A" or "B" for the course.
  - 3. Receipted bill for tuition from the institution
- E. To be eligible for reimbursement, a candidate must be:
  - 1. Fully certified in his teaching area



2. Taking a course in a matriculated area or courses in his area of teaching certification
- F. There must be no other source of financial compensation from other public or governmental agencies creating a duplicate payment.
  - G. The Board will reimburse each teacher \$73 excluding tax each year for the life of this agreement for educational materials purchased for his classroom use upon presentation of an itemized receipt(s). All receipts for payment must be submitted to the principal no later than December 1st.

The Board of Education shall reimburse the Aides \$130.00\*\* for the renewal of their substitute certifications. The Aide must provide proof of certification renewal to their building principal, within two weeks of the receipt of the substitute certification. \*\* If the substitute certification is increased to more than the aforementioned amount of \$130.00 the reimbursement shall be increased in accordance with the renewal fee.\*\*

#### H. Change of Degree Status

1. In order to attain MA +30 salary status, any employee hired after July 1, 1998 will only be able to use graduate credits earned after the attainment of said master's degree.
2. In order to attain MA +30 salary status, any employee hired before July 1, 1998 may use graduate credits earned after the attainment of said master's degree and graduate credits earned within ten (10) years prior to attainment of said master's degree.

**ARTICLE XIX  
SALARY**

- Any employee will have their initial salary determined by the Board of Education providing the salary appears on the guide.

**Teachers  
2016-2017**

STEP	BA	BA+30	MA	MA+30
A	44,041	45,241	46,441	47,641
B	44,241	45,441	46,641	47,841
C	44,441	45,641	46,841	48,041
D	44,641	45,841	47,041	48,241
E	45,141	46,341	47,541	48,741
F	46,141	47,341	48,541	49,741
G	47,211	48,411	49,611	50,811
H	48,685	49,885	51,085	52,285
I	49,864	51,064	52,264	53,464
J	52,359	53,559	54,759	55,959
K	57,470	58,670	59,870	61,070
L	63,032	64,232	65,432	66,632
M	67,493	68,693	69,893	71,093
N	72,603	73,803	75,003	76,203
O	77,894	79,094	80,294	81,494

**Teachers  
2017-2018**

STEP	BA	BA+30	MA	MA+30
A	44,267	45,467	46,667	47,867
B	44,467	45,667	46,867	48,067
C	44,667	45,867	47,067	48,267
D	44,867	46,067	47,267	48,467
E	45,367	46,567	47,767	48,967
F	46,367	47,567	48,767	49,967
G	47,437	48,637	49,837	51,037
H	48,911	50,111	51,311	52,511
I	50,089	51,289	52,489	53,689
J	52,584	53,784	54,984	56,184
K	57,696	58,896	60,096	61,296
L	63,258	64,458	65,658	66,858
M	67,719	68,919	70,119	71,319
N	72,829	74,029	75,229	76,429
O	78,394	79,594	80,794	81,994



**Teachers  
2018-2019**

STEP	BA	BA+30	MA	MA+30
A	45,647	46,847	48,047	49,247
B	45,847	47,047	48,247	49,447
C	46,047	47,247	48,447	49,647
D	46,247	47,447	48,647	49,847
E	46,747	47,947	49,147	50,347
F	47,747	48,947	50,147	51,347
G	48,816	50,016	51,216	52,416
H	50,290	51,490	52,690	53,890
I	51,468	52,668	53,868	55,068
J	53,963	55,163	56,363	57,563
K	59,075	60,275	61,475	62,675
L	64,638	65,838	67,038	68,238
M	69,099	70,299	71,499	72,699
N	74,209	75,409	76,609	77,809
O	79,894	81,094	82,294	83,494

**Teachers  
2019-2020**

STEP	BA	BA+30	MA	MA+30
A	47,061	48,261	49,461	50,661
B	47,261	48,461	49,661	50,861
C	47,461	48,661	49,861	51,061
D	47,661	48,861	50,061	51,261
E	48,161	49,361	50,561	51,761
F	49,161	50,361	51,561	52,761
G	50,230	51,430	52,630	53,830
H	51,704	52,904	54,104	55,304
I	52,882	54,082	55,282	56,482
J	55,377	56,577	57,777	58,977
K	60,489	61,689	62,889	64,089
L	66,052	67,252	68,452	69,652
M	70,513	71,713	72,913	74,113
N	75,623	76,823	78,023	79,223
O	81,394	82,594	83,794	84,994

**Teachers  
2020-2021 \***

STEP	BA	BA+30	MA	MA+30
A	48,257	49,457	50,657	51,857
B	48,457	49,657	50,857	52,057
C	48,657	49,857	51,057	52,257
D	48,857	50,057	51,257	52,457
E	49,357	50,557	51,757	52,957
F	50,357	51,557	52,757	53,957
G	51,426	52,626	53,826	55,026
H	52,900	54,100	55,300	56,500
I	54,078	55,278	56,478	57,678
J	56,572	57,772	58,972	60,172
K	61,685	62,885	64,085	65,285
L	67,248	68,448	69,648	70,848
M	71,709	72,909	74,109	75,309
N	76,819	78,019	79,219	80,419
O	82,894	84,094	85,294	86,494

- A.
1. Athletic trainer work year is defined as 236 days instead of the teacher 184 days. The Athletic Trainers salary shall be consistent with the negotiated teachers salary guide. The Athletic Trainer is to perform services anytime Paulsboro Athletes are participating. The amount of hours and the days worked are to be coordinated through the Paulsboro High School Principal with consultation of the Athletic Director.
  2. Newly employed teachers will receive a full year teaching credit for the school year, if the teacher was actively employed for one-half (1/2) the work days or more (if the number of work days is odd (for example, 185) then the one-half (1/2) day will be rounded up (for example, 93) during the school year in which he/she is hired.
- B. The extra services salaries shall be as follows:

**Department Chairpersons**

- |                               |                    |                       |
|-------------------------------|--------------------|-----------------------|
| a. Business                   | *e. Mathematics    | *i. Special Education |
| *b. English                   | f. Practical Arts  | j. Guidance           |
| c. Fine Arts                  | *g. Science        | k. Child Study Team   |
| *d. Health/Physical Education | *h. Social Studies | *l. Junior High       |

Each department chairperson with an asterisk preceding the department title will receive five (5) duty-free periods per week for department coordination activities.

Responsibilities: Coordination of curriculum, ordering equipment and textbooks, keeping accurate records for subjects assigned, and other related duties as determined by the high school principal.



Method of Payment: Each department chairperson with duty-free designation will receive the \$260 for each staff member in the department excluding the chairperson for the life of the contract.

Each department chairperson without duty-free designation will receive \$620 per year plus \$260 for each staff member in the department excluding the chairperson for the length of this contract.

**C. Miscellaneous**

	<b>2016-2021</b>
1. Bedside Tutoring	\$32
2. Driver Education	\$32
3. Saturday Detention	\$32
4. Credit Completion School	\$32
5. Administrative Detention	\$32
6. Elementary Enrichment	\$32
7. IEP Writing – (1/2 hour of release time scheduled per case)	\$32

D. The salaries for coaches and extracurricular activities advisors covered by this Agreement are set forth as follows:

**Coaches  
2016-2021**

<b>COACHES</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
Assistant Ad	4646	5148	5691
Head Football	7289	7630	8112
Asst Football	4893	5120	5662
Head Hockey/Soccer	4925	5177	5713
Asst Hockey/Soccer	3653	4002	4646
Cross Country	4748	5006	5475
Head Tennis	3431	3772	4317
Asst Tennis	2745	3032	3266
Head Cheerleading	2232	2421	2763
Asst Cheerleading	1925	2101	2441
Head Wrestling	7293	7631	8112
Asst Wrestling	4892	5120	5662
Head Basketball	6375	6717	7522
Asst Basketball	4093	4435	5006
Head Track	5485	5805	6427
Asst Track	4093	4378	5006
Head Softball/Baseball	5337	5747	6609
Asst Softball/Baseball	4093	4378	4511
Golf	3409	3750	4264
7 <sup>th</sup> & 8 <sup>th</sup> Grade	3181	3181	3181

**Extracurricular Activities Advisors – All amounts in dollars**

<b>Extracurricular Activity</b>	<b>2016-2021</b>
Senior Class Advisor	2594
Junior Class Advisor	2453
Sophomore Class Advisor	1535
Freshman Class Advisor	1535
Grade 8 Class Advisor	1354
Grade 7 Class Advisor	1354
Student Council Advisor (plus 3 duty-free periods)	2122
Yearbook Advisor (plus 1 duty-free period per week)	2589
Yearbook Business Advisor	1658
Sophomore Class Fund Raiser Advisor*	849
Junior Class Fund Raiser Advisor*	955
Senior Class Fund Raiser Advisor*	1071
National Honor Society Advisor	2004
National Junior Honor Society Advisor	2004
Play Director	6737
Assistant Play Director	2219
Play Business Advisor**	339
A-V Coordinator – High School + 5 duty free periods	2812
A-V Coordinator – Elementary	1341
Safety Patrol Advisor (2)	1833
Band Director	5498
Assistant Band Director (1)	3322
Assistant Band Director (1)	2170
Stage Band Director	1984
Paulsentinel Advisor	1569
Gallery Advisor (2)	410
Choral Director	1579
Computer Advisor – Elementary	1273
Mock Trial Advisor	1367
TIGS Advisor	851
SADD Advisor	851
SURE Advisor	851
Activities Coordinator	2204
Elementary School Store (2)	851
Elementary Student Council Advisor (1) – Loudenslager only	895
Elementary Science Club Advisor	826
Chess Club Advisor	826
Forensic Science Club Advisor	826
Stage and Set Crew Advisors (2)	2154

\* Denotes taken from profits

\*\* Denotes plus 10% of revenues from advertisement book

E. After a leave, teachers will receive a full year teaching credit for the school year, if the teacher was actively employed for one-half (1/2) the work days or more (if the number of work days is odd (for example, 185) then the one-half (1/2) day will be rounded up (for example, 93) during the school year in which the leave was taken.

1. An employee filling the specially certified areas of Learning Disability Consultant and/or Psychologist and/or Social Worker, will have their initial salary determined



by the Board of Education. This salary shall be equal to or greater than a person with the same experience and degree presently employed.

All other benefits are to be only those contained in this Agreement and all future raises shall be the same as regulated by this Agreement.

2. A teacher applying for an advancement in salary for completion of additional credits or degree program shall be subject to the following rules:
  - a. The teacher shall submit, upon completion of additional credits or degree program, a letter to the Superintendent of pending salary advancement.
  - b. The effective date of salary increases shall be the first of the month following submission of the letter and the successful completion of course credits or degree program.
  - c. Teacher will not be paid any monies until the transcript or evidence of the degree being awarded is presented to the Superintendent.
  - d. In no case shall the Board be held responsible for retroactive pay for a period of time greater than nine (9) months.
- F. The Board of Education reserves the right to award experience to any newly hired coaches by initially placing them on any of the three (3) steps. A coach who formerly earned experience at Paulsboro and resigned, shall receive full credit for this experience if rehired. At no time, may coaches skip steps or receive compensation other than that provided in the guide. Coaches moving from assistant to head coach will be give 1/2 credit for assistant experience towards his scale for head coach and will in no case receive less than he/she is presently earning as an assistant in that sport. (e.g. 1 year-1, 2 years-1, 3 years-2, 4 years.-2, 5 years-3).

In no other case shall private negotiations and salary agreements be made with any employee.

- G. This article in no way limits an employee's rights with regard to salary error or miscalculation of such.

## **Section III**

**Articles Apply to Non-certificated Employees (Secretaries, Custodians, Groundskeepers, Maintenance Workers, Bus Drivers, Classroom Aides, Instructional Aides, Computer Technicians, Cafeteria Workers, and Bus Aides) represented by the Paulsboro Education Association.**

### **ARTICLE XX WORK SCHEDULE**

#### **A. Daily Work Hours**

1. Full-time workers are Computer Technicians, Custodians, Bus Drivers, Groundskeepers, and Maintenance employees who work eight (8) hours per day (40 hours) per week. Full-time cafeteria workers are employees who work eight (8) hours per day forty (40) hours per week. All other Custodians, Bus Drivers, Groundskeepers, Maintenance, and Cafeteria employees are considered part-time. Full Time Classroom aides and Instructional Aides work 6 hours per day in accordance with the school calendar. Part Time Instructional Aides work nineteen (19) hours per week in accordance with the school calendar.

Instructional aides used as substitute teachers shall be compensated at their rate in the guide for the additional time.

2. Work schedule showing the employees shifts, workdays, and hours will be posted in each school. Except in cases of emergency, employees must be notified of any and all changes in their normally scheduled shift hours at least five (5) workdays prior to said change.

#### **B. Work shift**

1. Eight hours of work, exclusive of a thirty (30) minute lunch period shall constitute a work shift for Custodians, Groundskeepers, Maintenance Workers, and Cafeteria.
2. The regular workday for secretaries and computer technicians shall not exceed 8 hours with a 45 minute duty-free lunch.
3. The Board of Education agrees to grant two fifteen (15) minute breaks for computer technicians, secretarial, custodial, grounds, and maintenance personnel under the following conditions:
  - a. Any shift of six (6) hours or less will only receive one (1) break during the shift.
  - b. The breaks will be scheduled by the appropriate supervisor. They will be on a staggered basis unless the Supervisor directs them all to be at a specific time.



- c. Breaks may not be used to lengthen lunches, or at the beginning or end of a shift.
4. The regular work shift for bus drivers is 3¼ hours on those days that school is in session for students.
5. Summer hours for Custodians, Groundskeepers, and Maintenance Staff equal ten (10 hours) a day (5:30am-3:30pm) Monday – Thursday, inclusive of a forty-five (45-minute) lunch with one fifteen (15 minute) break in the morning and one fifteen (15 minute) break in the afternoon. The four-day work week will commence the first full week after the last day of school and end at the completion of the first full week before the fall sports program begins.
6. Summer hours for Computer Technicians and Secretaries equal eight (8) hours a day (7:30am-3:30pm) Monday – Thursday, inclusive of a forty-five (45-minute) lunch with one fifteen (15 minute) break in the morning and one fifteen (15 minute) break in the afternoon. The four-day work week will commence the first full week after the last day of school and end at the completion of the first full week before the fall sports program begins.

#### C. Clean-up Period

Custodians, Groundskeepers, Cafeteria, and Maintenance Workers shall be granted ten (10) minutes prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean-up.

#### D. Night Shift - Custodians, Groundskeepers, Cafeteria, and Maintenance Workers

1. A night shift shall be any eight (8) hour shift starting 12:00 noon, or later.
2. Employees working on a night shift, or weekend shift, will work eight (8) hours including a thirty (30) minute meal break if the meal is eaten on the premises. If the employee leaves the premises for a meal break, he shall work an additional thirty (30) minutes. Employees must punch out and punch in when leaving the premises for meals.

#### E. Emergency Call Time & Overtime

1. Any employee called in on an emergency to perform work other than his regular work shift shall receive a minimum of two (2) hours at time and one-half (1/2) provided that such call-in was not necessitated by that employee's own negligence in the performance of his duties, under which conditions he shall receive no extra pay.  
An employee called to work on a holiday would receive a minimum of (3) three hours. If an employee is called in for the negligence of anyone represented by this unit, the negligent employee shall be docked the amount of overtime pay needed to correct the negligence.
2. Overtime shall be compensated at the rate of 1-1/2 times the hourly rate. The overtime rate is only involved when the actual hours worked in a week exceeds 40



hours. All extra time prior to 40 hours shall be at a regular salary. Holidays will be considered time worked.

3. An overtime list shall be maintained in alphabetical order by job category and personnel selected on this basis. If overtime needs are not met voluntarily using the list, overtime will be assigned using the aforementioned list or part time employees used or substitutes used at the discretion of the supervisor. Attempts will be made to equalize all hours.
4. Part-time employees will be given additional hours before a substitute is called in whenever possible.

#### F. Holidays

1. All 12 month, Custodians, Groundskeepers, Maintenance, and Cafeteria workers who are salaried and full-time (8 hours/day) shall receive 16 holidays per year. All 10 month Custodians, Groundskeepers, Maintenance, and Cafeteria workers who are salaried and full-time (8 hours/day) shall receive 15 holidays per year. All 12 month computer technicians who are salaried and full time (8hours/day) shall receive 18 holidays per year. The selection shall be made within 30 days of the time an official school calendar is presented to the Association by the Superintendent.
2. They must be taken on days when school is not in session and must be consistent for all employees.
3. Work schedules for Custodians, Groundskeepers, Maintenance Workers, and Cafeteria workers shall be reduced one (1) hour without loss of pay or benefits on the last working day preceding Thanksgiving. On the day preceding Christmas, the decision to leave early shall be determined by the Superintendent of Schools.

For Computer Technicians and Secretaries, if school is dismissed early prior to a holiday, they will leave at 2 p.m. and at 1:00 p.m. on the day before Thanksgiving.

4. Employees who work on holidays shall be paid at the rate of time and one-half. Lacking volunteers, the appropriate supervisor shall appoint employees on a rotating basis.

#### Special Notes Apply Only to Secretaries:

- a. On days when school is in session, no more than three (3) secretaries can be off.
- b. When a conflict exists as to who may be off, seniority shall be the deciding factor.

#### G. Number of Work Days for Secretaries and Bus Drivers

1. All 12-month Secretaries will work 240 days, and 10-month secretaries will work 194 days.
2. Bus drivers are 10-month employees who work only on the days that school is in session for students.



## H. Sign In

All employees are required to punch/sign in and punch/sign out at the beginning and end of each work shift as directed by the supervisor.

### ARTICLE XXI VACATION SCHEDULE (12 MONTH EMPLOYEES ONLY)

1. Eligible employees shall receive vacation as follows:
  - a. After 1 year        10 days
  - b. After 5 years       12 days
  - c. After 10 years     17 days
  - d. After 15 years     20 days
  - e. After 25 years     25 days
  
2. Effective July 1, 1993 annual vacation days for new employees will be prorated from the date of hiring through June 30<sup>th</sup> of the first year of employment. (For example, a person hired on January 1<sup>st</sup> will be credited with 6/12 of the 10-day vacation allowance on July 1<sup>st</sup> of that year). Vacation credit will be granted July 1<sup>st</sup> of each succeeding year. Employees hired prior to January 1<sup>st</sup> will earn a full year of credit toward accumulated vacation. (That is, moving to step B of the vacation guide). Employees hired on or after January 1<sup>st</sup> will earn no credit for the period between their hire date and June 30<sup>th</sup> of the first year of employment toward accumulated vacation credit.
  
3. Employees transferring from 10-month to 12-month positions will be given prorated vacation time for their years of 10-month service. Credit will be calculated by using the following: (number of months service as 10-month employee) /12 = vacation credit in years.)
  
4. All vacation requests must be approved by the supervisor, building principal, and the Superintendent.
  
5. There will be no pay for unused vacation. It must be used. If illness occurs in the last two (2) months, vacation days may be carried over for an additional three (3) months.

**ARTICLE XXII  
EMPLOYEE IMPROVEMENT**

- A. The Board agrees to pay \$508 per year toward tuition incurred in connection with the job-related courses at an accredited institution for the length of the contract.
1. The applicant will present the following to the Superintendent:
    - a. Application prior to or no later than two (2) weeks after registration.
    - b. The official transcript or letter grade from an accredited institution verifying completion of the course. The applicant must receive a mark equivalent to "A," "B," or "C" for the course.
    - c. Receipted bill for tuition from the institution.
  2. There must be no other source of financial compensation from other public or governmental agencies creating a duplicate payment.
- B. Upon completion of a two (2) year secretarial program, or its equivalent, at a recognized secretarial or business training school or college, the Paulsboro Board of Education will grant an increment of \$435 per year for the length of the contract.
1. The program must be approved by the Superintendent prior to starting. Current employees with credits in a program may request a continuation of their program. Previously earned degrees or their equivalent are not eligible.
  2. Proof of completion of the program on a successful basis must be submitted prior to consideration by the Superintendent on the granting of the increment.
- C. The Board of Education shall reimburse the Aides \$130.00 for the renewal of their substitute certifications. The Aide must provide proof of certification renewal to their building principal, within two weeks of the receipt of the substitute certification. If the substitute certification is increased to more than the aforementioned amount of \$130.00 the reimbursement shall be increased in accordance with the renewal fee.

**ARTICLE XXIII  
SENIORITY AND JOB SECURITY**

- A. School District seniority is defined as service by the employee determined by appointment date.
- B. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employee of the district shall be laid off in the inverse order of seniority, consistent with Title 18A:17-4.
- C. Notice of recall by seniority to work shall be sent to the employee's last address appearing on the records of the school district by certified mail, return receipt requested. Within ten (10) days from receipt of such notice of recall, the employee shall notify the Superintendent in writing whether or not he desires to return to the



work involved in recall. If he fails to reply or if he indicates that he does not desire to return to school work, he shall forfeit all his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report to work within ten (10) work days from the date he received the recall notice or within such period of time as set forth in a written extension of time signed by the Superintendent. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.

#### **ARTICLE XXIV PROBATION AND DISMISSAL**

**A. Probationary Period**

All newly hired employees other than teachers shall serve sixty (60) day probationary period during which time they may be discharged without any recourse under this Agreement.

#### **ARTICLE XXV WORK CLOTHING**

- A.** No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- B.** During summer recess custodians, maintenance and grounds employees may wear plain, short -sleeved T-shirts without a logo or a Paulsboro School District T-shirt. Employees may wear short pants provided long pants are not necessary for safety reasons.
- C.** Custodians, Groundskeepers, Maintenance and Cafeteria workers shall be provided at Board expense seven (7) sets of uniforms which include polo shirts for the warm weather days. On a designated day, dirty uniforms will be picked up for cleaning and returned the following week, when additional dirty uniforms will be picked up. If an employee leaves, he must turn back all uniforms in his possession or reimburse the Board for same. Employees may wash their uniforms. No hats, armbands or other types of additional material of a decorative nature may be worn. Failure to wear the proper uniform will subject the employee to a written reprimand on the first occasion. On the second occasion, the employee will be sent home without pay without recourse in the matter. Failure to wear the proper uniform on three occasions in a one-year period will be considered insubordination.
- D.** Board of Education will provide \$250 per year for groundskeepers, custodians, maintenance workers and other outdoor workers to purchase rain gear and skid-proof footwear through a purchase order.

**ARTICLE XXVI  
SALARY**

**SECRETARIES**

2016-2017			2017-2018			2018-2019		
STEPS	12 Month	10 Month	STEPS	12 Month	10 Month	STEPS	12 Month	10 Month
1	37,586	31,322	1	38,204	31,837	1	39,270	32,725
2	37,907	31,589	2	38,525	32,104	2	39,591	32,992
3	38,228	31,857	3	38,846	32,372	3	39,912	33,260
4	38,550	32,125	4	39,168	32,640	4	40,234	33,528
5	38,871	32,392	5	39,489	32,907	5	40,555	33,796
6	39,906	33,255	6	40,524	33,770	6	41,590	34,658
7	40,941	34,117	7	41,559	34,632	7	42,625	35,521
8	41,976	34,980	8	42,594	35,495	8	43,660	36,383
9	43,009	35,841	9	43,627	36,356	9	44,693	37,244
10	45,912	38,260	10	46,530	38,775	10	47,596	39,663

2019-2020			2020-2021		
STEPS	12 Month	10 Month	STEPS	12 Month	10 Month
1	40,367	33,639	1	41,688	34,740
2	40,688	33,907	2	42,009	35,007
3	41,009	34,174	3	42,330	35,275
4	41,331	34,442	4	42,652	35,543
5	41,652	34,710	5	42,973	35,811
6	42,687	35,572	6	44,008	36,673
7	43,722	36,435	7	45,043	37,536
8	44,757	37,297	8	46,078	38,398
9	45,790	38,158	9	47,111	39,259
10	48,693	40,577	10	50,014	41,678

**COMPUTER TECHNICIANS**

2016-2017		2017-2018		2018-2019	
STEP	\$	STEP	\$	STEP	\$
1	49,251	1	49,869	1	50,935

2019-2020		2020-2021	
STEP	\$	STEP	\$
1	52,032	1	53,353



## SUPPORT STAFF

### GROUNDS/CUSTODIAL/MAINTENANCE

2016-2017				2017-2018			
STEP	Grounds	Custodial	Maintenance	STEP	Grounds	Custodial	Maintenance
1	26,626	26,626	30,744	1	27,244	27,244	31,362
2	26,840	26,840	30,958	2	27,458	27,458	31,576
3	27,377	27,377	31,191	3	27,995	27,995	31,809
4	27,928	27,928	31,423	4	28,546	28,546	32,041
5	28,503	28,503	32,645	5	29,121	29,121	33,263
6	30,649	29,616	36,232	6	31,267	30,234	36,850
7	31,766	30,256		7	32,384	30,874	
8	33,002	32,557		8	33,620	33,175	
9	34,289	33,709		9	34,907	34,327	

2018-2019				2019-2020			
STEP	Grounds	Custodial	Maintenance	STEP	Grounds	Custodial	Maintenance
1	28,310	28,310	32,428	1	29,407	29,407	33,525
2	28,524	28,524	32,642	2	29,621	29,621	33,739
3	29,061	29,061	32,875	3	30,158	30,158	33,972
4	29,612	29,612	33,107	4	30,709	30,709	34,204
5	30,187	30,187	34,329	5	31,284	31,284	35,426
6	32,333	31,300	37,916	6	33,430	32,397	39,013
7	33,450	31,940		7	34,547	33,037	
8	34,686	34,241		8	35,783	35,338	
9	35,973	35,393		9	37,070	36,490	

### GROUNDS/CUSTODIAL/MAINTENANCE

2020-2021

STEP	Grounds	Custodial	Maintenance
1	30,728	30,728	34,846
2	30,942	30,942	35,060
3	31,479	31,479	35,293
4	32,030	32,030	35,525
5	32,605	32,605	36,747
6	34,751	33,718	40,334
7	35,868	34,358	
8	37,104	36,659	
9	38,391	37,811	

## CAFETERIA

STEP	2016-2017	STEP	2017-2018	STEP	2018-2019
1	14.17	1	14.49	1	15.16
2	14.28	2	14.60	2	15.27
3	14.39	3	14.71	3	15.38
4	14.49	4	14.81	4	15.48
5	15.07	5	15.39	5	16.06
6	15.33	6	15.65	6	16.32
7	15.66	7	15.98	7	16.65
8	15.97	8	16.29	8	16.96
9	16.12	9	16.44	9	17.11

**CAFETERIA**

STEP	2019-2020	STEP	2020-2021
1	15.84	1	16.58
2	15.95	2	16.69
3	16.06	3	16.80
4	16.16	4	16.90
5	16.74	5	17.48
6	17.00	6	17.74
7	17.33	7	18.07
8	17.64	8	18.38
9	17.79	9	18.53

**BUS DRIVERS**

2016-2017			2017-2018			2018-2019		
STEP	Drivers	Aides	STEP	Drivers	Aides	STEP	Drivers	Aides
1	23.08	10.56	1	23.4	10.88	1	24.07	11.55
2	23.14	10.62	2	23.46	10.94	2	24.13	11.61
3	23.25		3	23.57		3	24.24	

**BUS DRIVERS**

2019-2020			2020-2021		
STEP	Drivers	Aides	STEP	Drivers	Aides
1	24.75	12.23	1	25.49	12.97
2	24.81	12.29	2	25.55	13.03
3	24.92		3	25.66	

**CLASSROOM AIDES  
NON-DEGREE/ASSOCIATES DEGREE**

2016-2017			2017-2018			2018-2019		
STEP	Non-Degree	Associates	STEP	Non-Degree	Associates	STEP	Non-Degree	Associates
1	11,294	22,720	1	11,647	23,074	1	12,387	23,813
2	11,349	22,776	2	11,702	23,129	2	12,442	23,868
3	11,415	22,842	3	11,769	23,195	3	12,508	23,935
4	11,526		4	11,879		4	12,619	
5	11,647		5	12,000		5	12,740	
6	11,769		6	12,122		6	12,862	
7	12,409		7	12,762		7	13,502	
8	13,325		8	13,679		8	14,418	
9	13,932		9	14,286		9	15,025	
10	15,831		10	16,185		10	16,924	
11	15,831		11	16,185		11	16,924	
12	17,112		12	17,465		12	18,205	



**CLASSROOM AIDES  
NON-DEGREE/ASSOCIATES DEGREE**

2019-2020			2020-2021		
STEP	Non-Degree	Associates	STEP	Non-Degree	Associates
1	\$13,138	\$24,564	1	\$13,955	\$25,381
2	\$13,193	\$24,619	2	\$14,010	\$25,436
3	\$13,259	\$24,685	3	\$14,076	\$25,502
4	\$13,369		4	\$14,186	
5	\$13,491		5	\$14,308	
6	\$13,612		6	\$14,429	
7	\$14,253		7	\$15,070	
8	\$15,169		8	\$15,986	
9	\$15,776		9	\$16,593	
10	\$17,675		10	\$18,492	
11	\$17,675		11	\$18,492	
12	\$18,956		12	\$19,773	

**CLASSROOM AIDES  
PART TIME / ASSOCIATES DEGREE  
HOURLY RATE**

2016-2017		2017-2018		2018-2019		2019-2020		2020-2021	
STEP	Hourly	STEP	Hourly	STEP	Hourly	STEP	Hourly	STEP	Hourly
1	20.58	1	20.90	1	21.57	1	22.25	1	22.99
2	20.63	2	20.95	2	21.62	2	22.30	2	23.04
3	20.69	3	21.01	3	21.68	3	22.36	3	23.10

**PESTICIDE AND BOILER LICENCES**

LICENSE	2017-2021
Pesticide	\$694
Boiler	\$694

**For The Paulsboro Board of Education**

President: [Signature] Date 8/28/2017  
Vice President: [Signature] Date 8/28/2017  
Secretary: [Signature] Date 8/28/2017

**For the Paulsboro Education Association**

President: [Signature] Date 8/28/2017  
Vice President: [Signature] Date 8/28/2017  
Secretary: [Signature] Date 8/28/2017



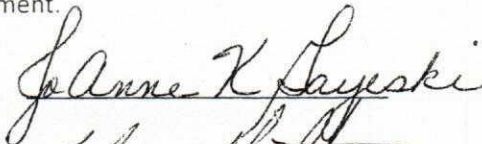
**SIDEBAR AGREEMENT**

This agreement is an amendment to the existing PEA/PBOE Contract effective July 1, 2013 – June 30, 2016. The agreement was created pursuant to 18A:18A-4.5 section (c). The concessions and the agreements for the 2017-18 and the 2018-19 school years shall be enforceable by both parties during those years only. The executed agreement shall be included in any MOA for ratification of successor agreement. The agreement is as follows:

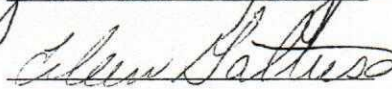
- 1) Effective July 1, 2017 all Classroom Aides, Instructional Aides and Custodians will move to the district EPO insurance plan for Medical/ Health benefits.
- 2) Effective July 1, 2019 all Classroom Aides, Instructional Aides, and Custodians will move to the district offered health insurance plan as defined under Article XI Insurance Protection letter A.
- 3) Items B through E under Article XI Insurance Protection will remain unchanged for the duration of this agreement.
- 4) This agreement supersedes the sidebar agreement reached on 5/3/2017; therefore the parties are in agreement that the sidebar agreement signed on 5/3/2017 is null and void.

By signing this sidebar, the President of the PEA indicates that He/ She has the authority to bind the members of the PEA to this agreement.

Paulsboro Ed. Assoc. President

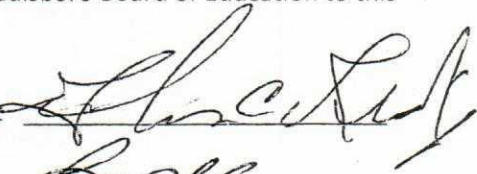


Paulsboro Ed. Assoc. Vice President



By signing this sidebar, the President or Vice President of the Paulsboro Board of Education indicates that He / She has the authority to bind the Paulsboro Board of Education to this agreement.

Paulsboro Bd. of Education President or Vice President



Paulsboro Superintendent



May 8, 2017

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PEAC