

**AGREEMENT**

**between the**

**PHILLIPSBURG BOARD OF EDUCATION**

**- and -**

**PHILLIPSBURG EDUCATION ASSOCIATION, INC.  
(Security Guards Unit)**

**For the Period  
July 1, 2004 through June 30, 2007**

**Prepared By:**

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**PREAMBLE**

WHEREAS, the Board of Education of the Town of Phillipsburg (“Board” or “District”) and the Phillipsburg Education Association, Inc. (“Association”) have an obligation, pursuant to New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (the “Act”), to negotiate with respect to the terms and conditions of employment of employees employed by the Board in positions within the negotiations unit; and

WHEREAS, the parties, having negotiated in good faith through their designated representatives, and having reached certain agreements which they desire to set forth in this collective negotiations agreement;

NOW, THEREFORE, in consideration of the following mutual covenants and promises, the parties to this Agreement hereby agree as follows:

**ARTICLE I**

**RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for security guards employed by the Board excluding all supervisors, confidential employees, managerial executives, professionals and craft employees.

B. Unless otherwise indicated, the terms “security guard” or “employee” or “employees” when used hereafter in this Agreement, shall refer to all persons included in the negotiations unit.

**ARTICLE II**

**NEGOTIATIONS PROCEDURE**

A. The parties agree to enter into collective negotiations for a successor to this Agreement in accordance with the requirements of the Act and its implementing regulations in a good faith effort to reach agreement concerning the terms and conditions of employment for security guards then employed in the District. Any final and complete agreement reached shall be reduced to writing and shall be submitted to the Board and the Association for review. The Board and Association will retain the right to ratify any and all agreements reached by the parties' representatives. Upon ratification by both parties, the agreement will be signed by both parties.

B. During negotiations, the Board and the Association will have the opportunity to make proposals and counterproposals and to exchange points of view with respect to the negotiations. The parties agree to negotiate and mutually acceptable times and places.

C. Neither party shall have any control over the selection of the negotiating representative(s) of the other party.

D. During these negotiations the parties had the ability to make all proposals and counterproposals which they deemed appropriate. This agreement incorporates the entire understanding of the parties on all matters which were or which could have been the subject of negotiations. During the term of this agreement, neither party will 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 times they negotiated or executed this agreement.

E. This agreement may not be modified in whole or in part by the parties except by a written instrument duly executed by both parties.

**ARTICLE III**

**GRIEVANCE PROCEDURE**

**Definition:**

A. A “Grievance” shall mean a claim by a security guard or the Association that there has been a misinterpretation, misapplication or a violation of Board policy, this Agreement, or an administrative decision affecting the employee or group of employees. A grievance to be considered under this procedure must be initiated by the grievant in writing at Level Two within thirty (30) calendar days of the time the grievant knew or should have known of its occurrence. When used hereafter in this Article, "working days" shall mean the days when the grievant is working, when it refers to a time limit that applies to action by the grievant, and the days that the administrator is working, when it refers to a time limit that applies to action by the administrator.

B. (1) It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

(2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(3) It is understood that security guards 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.

(4) Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

(5) The Association has the right to move a grievance to arbitration as a class action and/or an Association grievance.

C. **Level One**

The grievant shall discuss it first with the Director of Security (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

**Level Two**

If as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) working days, the grievant may set forth a grievance in writing to the Director of Security on the grievance forms provided. Within six (6) working days after notification as to the administrative decision, the grievant must reduce the grievance to writing and the written grievance must be signed by an Association official before submission.

The Director of Security within three (3) working days of the receipt of the written grievance must schedule a review meeting to discuss the pertinent facts surrounding the grievance. A written decision must be made by the Director of Security within six (6) working days subsequent to this review meeting.

**Level Three**

The grievant, no later than five (5) working days after receipt of the Director of Security's decision, may appeal the Director of Security's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Director of Security as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing with reasons to the employee and the Director of Security.

**Level Four**

If the Grievance is not resolved to the grievant's satisfaction, no later than five (5) working days after receipt of the Superintendent's decision, the grievant may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) working days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the grievant, hold a hearing with the grievant and render a decision in writing with reasons within thirty-five (35) working days of receipt of the grievance by the Board Secretary.

If the grievance is arbitratable the matter may go directly to arbitration at the Board's option from the Superintendent's level.

No claim by a grievant shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law; (b) any rules of regulation of the State Commissioner of Education, but not to the violation, interpretation, or application of such a rule or regulation; (c) any by-law

of the Board of Education pertaining to its internal operation; or (d) any matter which according to law is beyond the scope of Board authority.

**Level Five**

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the grievant wishes review by a third party, and if the matter pertains to this agreement between the Board and the Association, the grievant shall so notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision. The grievant, in order to process the grievance beyond Level Four must have his/her request for such action accompanied by the written recommendation for such action by the Association.

**Level Six**

1. In the event the grievance is not resolved at Level Four, and only with respect to those matters defined as grievable matters pursuant to Level Five and where the Association has recommended in writing that the grievance continue to be processed under this procedure, the grievant, the Association and the Board, or the Board and the Association only, if the Association is the only grievant, may mutually agree to file a written demand for “non-binding mediation under contract” with the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey within fourteen (14) calendar days from the date the Level Four answer was received or should have been received.

2. A copy of the request for “non-binding mediation under contract” shall be mutually filed with the Board Secretary and the Superintendent and with the Union President. Any request for “non-binding mediation under contract” shall have a copy of the grievance attached.

3. The selection of a mediator and the conduct of the mediation shall be pursuant to the rules and regulations of the New Jersey State Board of Mediation then in effect. The costs for the services of the mediator, if any, shall be shared equally by both parties. All other expenses, including, but not limited to, the presentation of witnesses and attorneys' fees shall be paid by the party incurring same.

4. All mediation proceedings will be conducted at a mutually agreeable date, time and place and will be conducted in an informal manner without formal testimony.

5. The parties may request that the mediator issue a non-binding recommendation for settlement which shall not be admissible any subsequent legal or arbitrable proceeding.

6. The mediation proceeding shall be deemed closed as of the conclusion of the last meeting conducted by the mediator or upon the mediator's delivery to the parties of any written recommendation if such a written recommendation was requested by the parties.

**Level 7**

With respect to those matters referred to “non-binding mediation under contract” pursuant to Level Six of this Grievance Procedure, and which have not been resolved, within fourteen (14) calendar days from the conclusion of the mediation or the receipt of the mediator’s non-binding recommendation, the Association only may use the procedure set forth below to secure the services of an arbitrator.

With respect to those matters the parties have not agreed to refer to “non-binding mediation under contract” pursuant to Level Six of this Grievance Procedure, and which remain unresolved, and only with respect to those matters defined as grievable matters pursuant to Level Five and where the Association has recommended in writing that the grievance continue to be processed under this procedure, the grievant, within fourteen (14) calendar days from the date the Level Four answer was received or should have been received., the Association only may use the following procedure to secure the services of an arbitrator.

**Procedure for Securing the Services of an Arbitrator**

The following procedure will be used to secure the services of an arbitrator:

- (1) A request will be made to the Public Employees Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employees Relations Commission to submit a second roster of names.
- (3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employees Relations Commission may be requested by either party to designate an arbitrator.
- (4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.
- (5) The costs for the services of the arbitrator, if any, shall be shared equally by both parties. All other expenses, including, but not limited to, the presentation of witnesses and attorneys’ fees shall be paid by the party incurring same.

D. **Miscellaneous**

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

E. **Costs**

- (1) Each party shall bear the total cost incurred by themselves.
- (2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

**ARTICLE IV**

**EMPLOYEE RIGHTS**

A. The Board hereby agrees that every security guard included in the negotiations unit as defined in Article I above shall have the right freely to organize, join and support the Association and activities and affiliates for the purpose of engaging in lawful collective negotiations as permitted by the Act.

B. No security guard will be disciplined without just cause. The President of the PEA will receive a copy of any formal disciplinary notice or reprimand sent to any security guard. The parties agree that non-renewals of employment of security guards are contractual decisions and do not constitute discipline under this or any other article. **The Board and the Association agree that this language does not constitute a guarantee of continued employment or a grant of tenure.**

C. Whenever any employee is required to appear before the Director of Security, the Assistant Superintendent, the Superintendent, a Board member or a committee of the Board, concerning any matter which could adversely affect their continued employment, then they shall be given prior notice of the reason(s) for such meeting and they shall be entitled to have an Association representative present at the time of such meeting(s), provided that the Association shall be responsible for providing a representative (at its own expense) and that the provision of a representative shall not delay or hinder the District's inquiry.

D. All security guards acknowledge and agree that their employment shall be subject to all Board policies and administrative regulations.

E. If any complaint regarding an employee is made to the Administration by a parent, student, other school personnel, which is or will be used in any manner in evaluating that employee, the employee's immediate supervisor, and/or other member of the Administration, will meet with the employee to apprise the employee of the full nature of the complaint and attempt to resolve the matter informally, if possible. The employee will have the right to union representation at any such conference regarding such complaint. Prior to any paper, reports or materials being placed in the employee's personnel file, the employee will be provided with a copy of such material and will have the opportunity to submit a response to that material which response will be attached to the material at the time it is placed in the employee's personnel file.

**ARTICLE V**

**BOARD'S RIGHTS**

A. Subject only to the express provisions of this Agreement, the Board hereby retains and reserves unto itself, all rights, powers, functions and authority related to the management and operation of the school district to the fullest extent permissible under law, including, but not limited to hiring, supervision, determination of the standards for continued employment, promotion, direction of school and security operations, deployment of all personnel, determination of work hours, scheduling and shift assignments of all security guards, except as expressly limited by this Agreement and the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.* (the "Act"), determination of the method, means and personnel by which such operations are to be conducted, and the right to take any and all actions necessary to accomplish the mission of the school district.

B. The Board has the right, from time-to-time, to adopt and amend reasonable rules and regulations governing the employment of security guards, subject to any negotiations requirements set forth in and pursuant to the Act.

**ARTICLE VI**

**WORK YEAR, WORK WEEK, AND WORK DAY**

A. The work year for security guards shall be from September 1 to June 30 and shall include all days when school is in session.

B. Employees employed in the District as of the date of approval of this Agreement will have a regular work week of Monday through Friday. The Board may establish new positions within the negotiations unit with other works, provided that such work week will not exceed five (5) days or its equivalent. Employees employed in the District as of the date of approval of this Agreement will not be transferred into such positions.

C. **Work Day**

1. The work day will commence twenty (20) minutes prior to the start of the teachers' work day at the specific school to which the security guard is assigned and will run for eight (8) hours. On days when there is a reduced schedule, the work day will end twenty (20) minutes after student dismissal.

2. The security guards' work day will include their attendance at their assigned school's Back-to-School/Open House & Afternoon/Evening Parent Conferences, without additional compensation. On such occasions, security guards will report for duty at their assigned school twenty (20) minutes prior to the scheduled commencement of the conferences/event and will remain on duty until twenty (20) minutes following the conclusion of the conferences/event.

3. The Board reserves the right to modify the work day in the event that it changes the students' school day, subject to any negotiations obligations arising under the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.

D. Security guards are entitled to two (2) 15-minute breaks and a one-half hour lunch break, all such breaks to be scheduled in consultation with the permission of the Director of Security.

E. **Overtime**

1. Employees shall be required to work a reasonable amount of overtime.

2. Only overtime which is worked with the express permission of the Director of Security, or another administrator will qualify for additional compensation under this section.

3. Any employee required to work beyond their scheduled work day will be compensated at a rate of one and one-half their regular hourly rate for each hour of overtime. The hourly rate for salaried employees will be calculated at the rate of 1/200<sup>th</sup> of the employee's annual salary divided by eight (8) hours.

4. Unforeseen overtime assignments will be rotated according to seniority, except where the employee does not possess the requisite skill and ability for the assignment in the sole discretion of the District. Any employee who is not available for overtime when called shall be placed on the bottom of the list. In the event that three (3) employees are not available, the first person on the list on that day will be required to accept and work the overtime.

5. All standard overtime, defined as overtime on the school calendar, shall be determined prior to the first day of classes. Standard overtime shall be equally distributed among interested security guards on a District-wide basis.

6. Employees called back to work by the Board after having left Board property following the conclusion of their shift will be entitled to receive a minimum of two (2) hours pay at their overtime rate.

F. **Summer School** – Employees assigned to work during summer school will be paid at the regular salary rates payable during that period in accordance with this contract.

**ARTICLE VII**

**EMPLOYMENT PROCEDURES**

A. The Superintendent will notify the Association, in writing, of the name, address, salary placement, for each new security guard, within thirty (30) days of the commencement of the new security guard's employment in the District.

B. It is understood that each new employee shall complete a 60-day probationary period during which their employment may be disciplined or terminated, at the sole discretion of the District, at any time without recourse to the Grievance Procedure. Upon notice to the Association, the District may, in its sole discretion, extend the probationary period for up to an additional 60 days upon written notification to the Association. Upon the successful completion of the employee's probationary period the employee will be entitled to utilize the Grievance Procedure to appeal any disciplinary determinations, provided that non-renewals of employment are not subject to appeal under the Grievance Procedure.

**ARTICLE VIII**

**REPRESENTATION FEE**

A. If an employee does not become a member of the Association during any membership year 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.

B. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its own members.

C. 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 the representation fee in equal installments, as nearly as possible, for the paycheck paid to each employee of the aforesaid list during the remainder of the membership year in question.

D. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

E. These deductions will commence on the next month following the new employee's successful completion of the required probationary period.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

**ARTICLE IX**

**SENIORITY**

A. Seniority is hereby defined as continuous service in the school district. A seniority list will be provided to the Association by November 1 each year or at the time of a contemplated Reduction-in-Force (“RIF”). Any RIF affecting members of the negotiations unit will be implemented on the basis of seniority with the last hired being subject to layoff first.

B. If any positions subject to a RIF are subsequently reinstated within two (2) school years, the Board will offer such positions to the employees who were laid-off by means of a notice of recall. Recall will be offered based upon greater seniority among the employees laid-off. Employees will be provided with seven (7) calendar days following delivery of a notice of recall within which to deliver to the Superintendent of Schools a written response to the notice of recall indicating whether they will or will not be reporting to work as specified in the notice of recall. The Board will not be required to recall any employee who has remained on layoff for a period of two (2) or more school years.

C. An employee shall lose all seniority, and his or her employment status shall be terminated for the following reasons:

1. Discharge for just cause;
2. Voluntarily quitting;
3. Resignation or retirement;
4. Absence from work for two (2) full consecutive work days without permission or without properly notifying the employee’s immediate supervisor.
5. Failure to return to work after a layoff on the date specified in a notice of recall or layoff beyond the employee’s recall eligibility period. It shall be the responsibility of each individual employee to notify the District of his current address or any change of address.
6. Acceptance of employment or training for new job while on leave of absence, sickness or injury, unless expressly approved by the Board.
7. Separation from employment with the Board for a period of two (2) or more school years following the effective date of layoff.

**ARTICLE X**

**VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

A. No later than May 15<sup>th</sup> of each year, the Superintendent will deliver to the Association and post in a conspicuous place used for such matters, a written list of the known vacancies which may be filled for the following school year. Employees who desire to transfer to another worksite may file a written request with the Superintendent no later than May 31<sup>st</sup>.

B. The parties agree that the Superintendent may rotate security guards throughout the school district on an annual basis to ensure that all security guards are familiar with all aspects of the District's educational environment. Employees will not be transferred during the school year except in the case of an emergency or for other lawful purpose. Temporary transfers may be made to fill manpower needs.

C. No later than June 1 of each school year, the Superintendent will provide notification to employees of their employment status, as well as of their involuntary transfer or reassignment.

**ARTICLE XI**

**TEMPORARY LEAVES OF ABSENCE**

- A. All full-time security guards will receive ten (10) sick days each school year as of the first workday of the school year. Part-time security guards will receive a prorated amount of sick leave. All unused sick days will be accumulated from year-to-year with no maximum limit. Sick days may only be used for the employee's own personal illness or disability. Employees are required to report off sick in accordance with District policy and procedure, as soon as possible, but in no event later than 1.5 hours prior to the commencement of their shift.
- B. Up to five (5) successive days will be granted for the death in the immediate family (husband, wife, children, and other members of the same home; father and mother, brothers and sisters, father-in-law and mother-in-law, step-parent, step-child, grandmother and grandfather). The Superintendent may grant up to five (5) working days for other family members and relatives when circumstances warrant it.
- C. All full-time security guards will receive two (2) personal day(s) per year which may be taken for any reason with the prior consent of the employee's immediate supervisor.
- D. Emergency Days – Security Guards shall be entitled to two (2) days of leave in each school year for the purpose of caring for an ill spouse, companion, child, parent or member of their immediate household or attending to other emergencies.
- E. At least twenty-four (24) hours notice shall be given in requesting a personal day through the director of security. Lacking such notice, the absence will be considered unauthorized and employee's pay will be deducted at a daily rate based upon his yearly salary.

**ARTICLE XII**

**EVALUATION**

A. The Superintendent or his designee will develop an evaluation form which will be provided to the Association prior to its implementation. Advance notice will be given to the Association of any changes to the form.

B. Employees will receive a minimum of two (2) evaluations each school year. Within a reasonable time following the completion of the evaluation, the evaluator will have a conference with the employee to review the results of the evaluation. At the time of the conference, the employee will be given a written report of each such evaluation.

**ARTICLE XIII**

**SALARIES**

A. Effective September 1, 2004, employees will be placed on the following salary schedule in accordance with the provisions of Schedule “A” of this Agreement:

| <b>STEP</b>         | <b>2004-2005<br/>SALARY</b> | <b>STEP</b>         | <b>2005-2006<br/>SALARY</b> | <b>STEP</b>         | <b>2006-2007<br/>SALARY</b> |
|---------------------|-----------------------------|---------------------|-----------------------------|---------------------|-----------------------------|
| <b>Probationary</b> | \$20,000                    | <b>Probationary</b> | \$20,000                    | <b>Probationary</b> | \$20,000                    |
| <b>1</b>            | \$21,250                    | <b>1</b>            | \$21,250                    | <b>1</b>            | \$21,250                    |
| <b>2</b>            | \$22,250                    | <b>2</b>            | \$22,250                    | <b>2</b>            | \$22,250                    |
| <b>3</b>            | \$23,250                    | <b>3</b>            | \$23,250                    | <b>3</b>            | \$23,250                    |
| <b>4</b>            | \$24,250                    | <b>4</b>            | \$24,250                    | <b>4</b>            | \$24,250                    |
| <b>5</b>            | \$25,250                    | <b>5</b>            | \$25,250                    | <b>5</b>            | \$25,250                    |
| <b>6</b>            | \$26,250                    | <b>6</b>            | \$26,250                    | <b>6</b>            | \$26,250                    |
|                     |                             | <b>7</b>            | \$27,250                    | <b>7</b>            | \$27,250                    |
|                     |                             |                     |                             | <b>8</b>            | \$28,250                    |

Employees will move one (1) step for each full school year of employment in the District provided that the employee commenced employment prior to January 1 of that school year.

Only employees employed in the District as of the date of approval of this final Agreement will receive retroactive increases.

**ARTICLE XIV**

**HEALTH INSURANCE**

- A. The Board of Education agrees that it will provide individual and full family health-care insurance coverage as follows: comparable to that currently provided through New Jersey Blue Cross and Blue Shield covering the areas of:

Coverage comparable to that currently provided through New Jersey Blue Cross and Blue Shield covering the area of:

- (1) Hospitalization benefits
- (2) Surgical benefits
- (3) Medical benefits
- (4) Diagnostic benefits
- (5) Major Medical benefits with a maximum limit of \$250,000.
- (6) A voluntary second opinion plan clause.

**Preferred Provider Organization (PPO)**

- shall be mandatory for all staff members employed after June 30, 1997-family coverage available at no cost to employee
- the copay for premiums in the PPO shall be \$0
- Employees are subject to a \$100/ single and \$200/family deductible in the PPO.

**Family Prescription Plan** -- Prescription copay shall be \$5 mail in, \$5 generic, and \$10 brand name. However, employees must accept a generic equivalent whenever available. In the event that a generic is not available, the employee is responsible for only the \$10 copay. Should an employee choose a name brand over its generic equivalent, he or she shall be responsible for the difference in the cost between the brand name and the generic equivalent.

- B. A Dental Program shall be provided by the Board for one-party coverage at the current rate per month per employee. The yearly cap for employee dental benefits is \$1,500. Benefits are:

- (a) 100 % of preventive and diagnostic services
- (b) 50%/50% of remaining basic services
- (c) 50%/50% of prosthodontic benefits

Based upon a usual, customary and reasonable fee schedule.

The Board will provide payroll deduction services for family coverage if 75% of all employees of the Board choose to elect a family coverage plan.

- C. The Board shall request the carrier to provide each new security guard with a description of the health-care insurance coverage provided under this Article at the beginning of the school year. In addition, all personnel covered by the health-care plan shall be notified of revisions prior to their effective date.
- D. Retired security guards shall be provided the above Section A and C benefits as part of the group contract provided there shall be no increase in insurance premiums to the Board. Payment procedures to be agreed upon by the Board and the Association.
- E. A Family Vision Plan shall be provided as part of the insurance coverage within the contract.
- F. Security guards must work at least 65% of the full-time equivalent in order to receive the medical benefits.

**ARTICLE XV**

**NO STRIKES**

There shall be no strikes, work stoppages, slowdowns or other interruption of work of any kind during the life of this Agreement. No Officer or Representative of the Association shall authorize, institute or condone any such activity. No employee shall participate in any such activity.

**ARTICLE XVI**

**MISCELLANEOUS PROVISIONS**

A. **Notices**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, either party shall do so by telegram, certified mail/return receipt requested, hand delivery, or overnight delivery by a major national carrier such as Federal Express, to the following addresses:

To the Board:

Board Secretary  
Phillipsburg Board of Education  
445 Marshall Street  
Phillipsburg, NJ 08854

To the Association:

Notice will be provided to the President of the Association at his/her appropriate address as filed with the Board of Education.

**ARTICLE XVII**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of September 1, 2004 and shall continue in effect until June 30, 2007. This Agreement may not be extended orally and it is expressly understood that it is to expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives, on the day and year first above written.

BOARD OF EDUCATION OF THE  
TOWN OF PHILLIPSBURG

By: \_\_\_\_\_  
Roderick Pianelli  
President

Attest:

\_\_\_\_\_  
William Poch  
Board Secretary

PHILLIPSBURG EDUCATION ASSOCIATION, INC.  
(Security Guards Unit)

By: \_\_\_\_\_  
George Chilmonik  
President

Attest:

\_\_\_\_\_

**SCHEDULE “A”**

**SALARY GUIDE PLACEMENT (effective 9/1/04)**

| <b>Last Name</b> | <b>First Name</b> | <b>Start Date</b> | <b>Step as of 9/1/04</b> |
|------------------|-------------------|-------------------|--------------------------|
| Flynn            | John              | 10/1/99           | 6                        |
| Moran            | Sharon            | 10/1/99           | 6                        |
| Macaulay         | James             | 10/4/99           | 6                        |
| Merrick          | William           | 12/1/99           | 6                        |
| Ganguzza         | Pamela            | 9/18/00           | 5                        |
| Stout            | Robert            | 10/2/00           | 5                        |
| Wilson           | Leslie            | 10/2/00           | 5                        |
| Banca            | Robert            | 3/13/01           | 4                        |
| Lorenzo          | Debra             | 3/19/01           | 4                        |
| Sliva            | Richard           | 9/1/01            | 4                        |
| Hann             | John              | 9/11/01           | 3                        |
| Hinkle           | David             | 9/11/01           | 3                        |
| Segreaves        | John              | 9/11/01           | 3                        |
| Abel             | David             | 9/1/02            | 2                        |
| Slack            | Kyle              | 9/1/02            | 2                        |