

COLLECTIVE BARGAINING AGREEMENT

Between

TOWNSHIP OF PENNSAUKEN BOARD OF EDUCATION

And

THE AMERICAN FEDERATION

Of

STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO LOCAL 2300

July 1, 2005 - June 30, 2009

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PREAMBLE

THIS AGREEMENT made and entered into this July 25, 2005, between the Board of Education of the Township of Pennsauken (hereinafter called the "Employer") and American Federation of State, County, and Municipal Employees, AFL-CIO, and its Local Union No. 2300 (hereinafter called the "Union");

And it being the desire of the parties to this Agreement to establish a mutual relationship conducive to the best interest of the parties, to promote harmonious relations between themselves, to establish an equitable and peaceful procedure for resolution of grievances, to establish wages, hours, and conditions of employment, the following terms are hereby agreed to, for the period from July 1, 2005 through June 30, 2009.

ARTICLE I

RECOGNITION

A. The Employer recognizes the Union as the majority representative and exclusive bargaining agent of its full-time custodial employees, maintenance employees and all regular part-time custodial employees who are scheduled to work for not less than twenty (20) hours per week, but excluding all probationary employees, clerical employees, students, casual, and temporary employees, professional employees and supervisors as defined by the Public Employment Relations Commission.

ARTICLE II

REPRESENTATION FEE

A. Purpose of Fee.

If an employee does not become a member of the Union during any membership year (i.e., from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. Amount of Fee.

1. Notification.

Prior to the beginning of each membership year, the Union will notify the Board in writing of the amount of

regular membership dues, initiation fees and assessments charged by the Union to its own members for the membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum.

In order to offset adequately the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at a maximum of 85% of that amount solely because that is the maximum allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of change.

C. Deduction and Transmission of Fee.

1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Board a list of those employees who have not become members of the Union 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 Union.

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 first paycheck paid:

a. Ten (10) days after receipt of the aforesaid list by the Board, or

b. Thirty (30) 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 with the first paycheck paid ten (10) days 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 or her employment with the Board before the Union has received the full amount of 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 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 Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. Changes.

The Union will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees.

Notice of any new employees hired into the bargaining unit shall be given to the Union President within one business office day after the Board Business meeting of.

7. The Union shall indemnify and hold harmless the Board and its employees in regard to any action or claim brought against it or them.

ARTICLE III

DEDUCTION OF UNION DUES

A. Whenever any employee covered by this Agreement indicates in writing to the Board Secretary his desire to have deductions made from his salary for the purpose of paying dues to AFSCME, AFL-CIO, said Board Secretary shall make such deduction from the employee's salary and shall transmit the sums so deducted to the employee organization designated by said employee.

B. Any such written authorization may be withdrawn by the employee at any time by the filing of notice of such withdrawal shall be effective to halt deductions as of the July 1 next succeeding the date on which notice of withdrawal is filed.

C. The Union shall indemnify and hold harmless the Board and its employees in regard to any action or claim brought against it or them.

ARTICLE IV

SENIORITY

A. Length of Service and Ability.

1. It is agreed that customary rules of seniority shall govern in all cases of lay off and recall. Customary rules of seniority, for the purpose of this Agreement, shall mean that the last person hired shall be the first one to be laid off and in case of recall, the last person laid off shall

be the first person to be recalled. Seniority shall be considered only from the last date of hiring.

a. In the event that the Employer and Union cannot mutually agree, the Union may submit the matter to the grievance procedure for resolution, commencing at the third step.

2. Should the department or a division of the department be eliminated those employees affected shall receive one of the following choices:

a. Accept employment with the successor; or

b. Receive compensation of one week's pay for each year of continuous service.

B. Probationary Period.

1. A new employee shall be considered probationary and a temporary employee for a period of ninety(90)days, during which time no seniority credit shall accrue. If he shall be continued in the employ of the Employer after the completion of the probationary period, credit shall be given for the full period of service on seniority. During this period of probationary employment, probationary employees may be laid off or discharged as exclusively determined by the Employer.

C. Seniority Date Disputes.

1. If a question arises concerning two or more employees who were hired on the same date, the following shall apply: If hired prior to the effective date of this Agreement,

seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's records. For employees hired on the same date, in the same division subsequent to July 1, 2001, those employees' relative seniority shall be determined one time by a drawing of lots.

D. Job Movement.

1. A permanent job opening in the bargaining unit shall be posted on appropriate bulletin boards for a period of not less than five (5) working days and all interested employees within the unit, excluding probationary employees, may bid for the job. Where there are two or more employees with equal qualifications and ability to perform the work, the employee with the greatest seniority in the seniority unit will be superior. Seniority unit shall be defined as by job classification: Maintenance, Grounds & Warehouse, Full time custodial and 10-Month Custodial. However, nothing herein shall be construed to prohibit the Employer from filling the job opening with a new employee. A copy of each notice posted shall be forwarded to the appropriate Union officer.

E. Temporary Transfers.

1. Employees may be temporarily transferred to work in other areas without regard to seniority for periods up to ten (10) working days, and for such additional periods of time as may be mutually agreed upon between the Employer and the Union.

An employee temporarily assigned to work in other areas for a period in excess of five (5) working days shall be paid at the rate of pay for the job to which he was temporarily assigned, or his regular wage, whichever is higher, the rate of pay being retroactive to the 1st day.

a. All hours worked by any member of the bargaining unit in the capacity of a security person shall be paid at the regular, straight-time, hourly rate paid for such work and the provisions of this Agreement shall not apply.

2. Maintenance employees substituting for a custodian shall be assigned at the discretion of the maintenance supervisor.

F. Divisions

1. The Department of Buildings and Grounds shall consist of three divisions which are: Maintenance, Grounds & Warehouse, and Custodial. All seniority referenced in this agreement shall be divisional seniority within one of these three divisions, anything herein or in past practice to the contrary notwithstanding.

2.a) As part of the division and job requirements and duties, it is agreed and understood between the parties that the Maintenance division employees are required, as a requirement of their position, to be able to and may be required to perform any or all of the tasks and work of anyone else in the department.

b) It is also understood and agreed to between the parties that The Grounds and Warehouse division employees are required to be able to and may be required to perform any or all of the work or duties of either their division or those in the Custodial Division.

3. In the event of layoff, employees shall have the right to bump the most junior employee in the division provided they have the skill and ability to perform the duties of the most junior employee in the division.

ARTICLE V

GRIEVANCE PROCEDURE

A. A "grievance" shall mean a complaint by a member of the unit that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board Policy, this Agreement, or an administrative decision governing members of the unit except that the term "grievance" shall not apply to: (1) any matter for which a method of review prescribed by law or (2) any rule or regulation of the State Commissioner of Education or (3) any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.

B. Any local union officer or steward may present grievances. However, no more than two (2) individuals may participate for each grievance.

C. Subject to paragraph A of Article V, any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1 The Union steward, with or without the employee, shall take up the grievance or dispute with the Coordinator of Building Operations within fifteen (15) calendar days of the occurrence. The Coordinator of Building Operations shall then attempt to adjust the matter and shall respond to the steward within three (3) calendar days.

Step 2 If the grievance has not been settled, it shall be presented in writing by the Union steward (or Union grievance committee member) to the Superintendent of Schools within seven (7) calendar days after receipt of the Coordinator of Building Operations response. The Superintendent of Schools shall respond to the Union steward or grievance committee in writing within fifteen (15) calendar days.

Step 3 If the grievance still remains unadjusted; it shall be presented by the Union steward, Union representative or grievance committee to the Board of Education in writing within seven (7) calendar days after receipt of the response of the Superintendent. The Board shall respond in writing to the Union steward, the representative or grievance committee within forty-five (45) calendar days after submission of the grievance

to the Board. However, if the grievance involves 10-month employees this may be within 45 workdays.

Step 4 If the grievance is still unsettled, the Union may, within fifteen (15) calendar days after receipt of the reply of the Board, require arbitration by written notice to the Board.

Step 5 The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union pursuant to the rules and regulations of PERC.

D. 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 of any policy of the Board of Education. The recommendation of the arbitrator shall be advisory. Only the Board and the aggrieved and his representations shall be given copies of the arbitrator's report findings and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

E. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and

makes copies available without charge to the other party and arbitrator.

F. Any grievance at any step which is not presented to the applicable step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered the termination of the matter, and any such termination shall be binding upon the Employer, the Union and the employee or employees involved.

ARTICLE VI

UNION REPRESENTATIVES

A. The Union will notify the Employer in writing of the names of its employees not to exceed four (4) in numbers who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer at reasonable times and for reasonable periods of time with other Union representatives, employees, and with Employer representatives regarding matters of employee representation, during working hours without loss of pay, and the timing of any such business shall be upon the approval of the Department Supervisor, whose permission shall not be unreasonably withheld.

B. Representatives of the Union, who are not employees of the Employer, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters. Such representatives

shall also be recognized by the Employer as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters.

1. Upon first arriving at the Employer's premises, the representatives shall make their presence known to the office of the Department of Buildings and Grounds prior to meeting with any employee or employees. The Coordinator of Building Operations may temporarily delay such meeting if the needs of the district so require.

ARTICLE VII

LEAVE OF ABSENCE

A. Funeral Leave.

1. When an employee loses time from work because of a death occurring in the employee's immediate family, the Employer shall pay said employee his regular wages for days lost from work for up to five (5) consecutive work days off (Saturdays, Sundays, holidays, and vacation excluded); including the day of the funeral.

a. An employee who fails without just cause to attend the funeral shall be ineligible for the above benefits.

b. For the purpose of Section A1, the term "immediate family" shall mean the employee's husband, wife, child, step-child, father, mother, father-in-law, mother-in-law,

brother, sister, grandchildren or relatives residing as a member of the employee's household.

2. When an employee loses time from work because of a death occurring in the employee's family other than as defined above, the employer will pay said employee his regular wages for up to three (3) consecutive days lost from work (Saturdays, Sundays, holidays, and vacations excluded), including the day of the funeral.

a. An employee who fails without just cause to attend the funeral shall be ineligible for the above benefits.

b. For the purposes of Section A2, the term "family" shall mean the employee's grandparents, brother-in-law, or sister-in-law.

3. When an employee loses time from work because of a death occurring in the employee's family other than as defined above, the employer will pay said employee his regular wages for one (1) day lost from work (Saturdays, Sundays, holidays, and vacations excluded), including the day of the funeral.

a. An employee who fails without just cause to attend the funeral shall be ineligible for the above benefits.

b. For the purposes of Section A3, the term "family" shall mean the employee's uncles, aunts, nieces, or nephews.

B. Sick Leave.

1. All regular full-time employees shall be entitled to one working day sick leave for each month of service from the date of hire up to and including June 30 next following such date of hire (excluding Saturdays, Sundays, holidays, and vacations) with pay at the regular wages.

a. The term "regular full-time employees" shall mean those employees who regularly work at least 38-1/2 hours each week on a 12 month basis.

b. Ordinary proof of illness or injury will not be required until after the employee has been absent for three (3) consecutive working days. However, in cases where a pattern of abuse of sick leave appears, the Coordinator of Building Operations may require such proof at any time.

2. All regular part-time employees shall be entitled to one-working day sick leave (not counting the months of July and August) for each month of service from the date of hire up to and including June 30 next following such date of hire (excluding Saturdays, Sundays, holidays, and vacations).

a. The term "regular part-time employees" shall mean those employees who regularly work at least 20 hours each week on a 10 month basis.

3. Any sick leave days not used in a given year shall accumulate from year to year.

4. The Employer shall maintain a record of the number of days of sick leave each qualified employee has available and give notice thereof to the employees by August 1 of each year.

5. Effective July 1, 2005, an employee who has at least ten (10) years of service in the School District and:

a) who retires from the District as certified under PERS or the retirement system in effect at the time of retirement, shall receive pay for each day of accumulated sick leave in accordance with the following schedule:

Up to 150 days \$34.00 per day

151 to 200 days \$40.00 per day for all days; or

b) Dies while in the active employment of the Board of Education as a member of this bargaining unit, then such employee's estate shall be paid according to the above schedule.

C. If an employee uses an aggregate of three or less combined sick and personal days in a fiscal year, then one additional personal day shall be given to that employee in the following year.

D. Union Business.

1. Leaves of absence with pay shall be granted to two (2) employees who are members of the unit for periods not to exceed ten (10) days in the aggregate per year to attend Union meetings or conventions or other similar functions, provided the employee shall leave from and return to work if the function does not consume the entire workday.

E. Employees on leaves of absence shall retain and accumulate seniority during such leaves.

F. Jury Duty.

1. Employees summoned for jury duty shall receive full pay during such duty.

G. Personal Days.

1. Two (2) days leave of absence shall be permitted to each employee for legal, business, personal and/or medical problems which cannot otherwise be attended to during non-working hours. Personal leave, except for emergencies approved by the Administration, cannot be taken on the day immediately preceding or following holidays, school vacations or the mandatory attendance times before school year openings or graduation, referenced elsewhere herein. Personal leave shall require at least twenty-four (24) hour notice in advance of use of such leave.

ARTICLE VIII

WORK SCHEDULES

A. The work week shall consist of five (5) consecutive days, Monday through Friday, except those employees whose five consecutive days schedule includes Saturday and Sundays, in which case they shall be required to work as scheduled.

B. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees and

without first having discussed such changes and the needs for same with representatives of the Union.

C. Where more than one work shift per day is in effect, employees will be given preference of shifts in accordance with their ability and seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less senior employee. Whether or not a vacancy exists shall be determined solely by the Employer.

D. A workday shall consist of seven(7) hours and forty (40) minutes not including one half-hour unpaid lunch break.

E. Part-time employees' work year is from September 1 through June 30.

F. Summer hours for full-time employees commence on the first Monday following the last pupil day of the school year and shall end on the last Friday before Labor Day in September. The hours shall be as follows:

Day Shift - 7:20am to 3:30pm

Night Shift - 3:20pm to 11:30pm

Grounds & Warehouse - 6:20am to 2:30pm

G. Employees who are scheduled to work beyond 6:00pm will receive their pay on Thursday evening.

H. Any regularly scheduled shift that begins at or after 11:30pm shall receive a shift differential of 5%. At managements discretion that differential may be increased.

ARTICLE IX

OVERTIME

A. Subject to paragraph B below, the employees shall be entitled to 1-1/2 times their hourly rate (as computed by dividing the regular weekly pay by 38-1/2 hours) for work done in excess of 38-1/2 hours per week.

B. Overtime work will be distributed as equally as possible among employees with the same classification. Subject to the following:

1. Overtime distribution in the Maintenance Department shall be rotated by seniority provided the employee is qualified to perform the work;

2. Overtime distribution regarding all other employees shall be rotated by seniority within each school.

ARTICLE X

CALL-IN-TIME

A. Any employee called in to work for any period other than his regularly scheduled work day after he has left his place of employment (excluding periods in connection with extracurricular activities) shall be guaranteed not less than four (4) hours pay at 1-1/2 times his regular rate, regardless of the number of hours actually worked; provided, however, that

the Employer shall have the right to furnish the employee with work of a custodial or maintenance nature.

ARTICLE XI

HOLIDAYS

A. All regular employees shall be entitled to thirteen (13) holidays with pay at their regular wages.

The Superintendent and the Union President will agree from year to year, as soon as the school calendar is approved, to the thirteen holidays for the coming fiscal year.

B. In addition, each employee who has actually worked a full and complete previous fiscal year shall receive one floating holiday, which must be used or lost by the end of the fiscal year in which it is awarded and which they shall schedule in the same manner as vacation time.

C. In the event that the Easter Vacation of the Employer's School System is scheduled for the week preceding Easter Sunday, all regular employees shall be entitled to Holy Thursday as a holiday with pay. However, in the event that said Easter Vacation is scheduled to follow Easter Sunday, then all regular employees shall be entitled to Easter Monday rather than Holy Thursday as a holiday with pay, unless the schools are scheduled to be open on either Easter Monday or Easter Tuesday in which case each affected employee shall receive a floating holiday which they shall utilize during the year in accordance with the rules regarding use of vacation days.

D. In the event that any of the holidays fall on a Saturday or Sunday, it shall be celebrated on the preceding or succeeding work day, which day shall be mutually agreed upon between the Employer and the Union.

E. In the event that any of the aforementioned holidays shall occur during an employee's vacation period, the day so celebrated shall not be counted as part of said vacation, but rather, the employee shall receive an additional vacation day.

F. Only employees who are on the Employer's payroll on the last working day immediately preceding the holiday shall be eligible for the holiday with pay. An employee shall be considered to be on the payroll at all times unless said employee has quit, was discharged for cause, has been laid off for more than 30 days prior to the holiday, or has been absent from work for more than 60 days due to a non-work connected injury or illness.

1. However, in the event that an employee fails to work the day before and the day after the holiday without a justifiable excuse, said employees shall be ineligible for holiday pay.

G. All hours worked on holidays shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate plus holiday pay.

ARTICLE XII

VACATIONS

A. Vacation days are earned and available for use starting July 1st of the following year. The vacation periods for use of days described in these sections start at completion of 2nd, 5th and 10th years. All regular employees shall receive vacations with pay at their regular wage as follows:

1. Full-time Employees

a. First year of employment - one (1) working day per month, accumulation to commence following completion of the probationary period.

b. Second year of employment up to and including the fourth year of employment - one (1) working day per month.

c. Fifth year of employment up to and including the ninth year of employment - one and one quarter (1-1/4) working days per month.

d. Tenth year of continuous employment - one and two-thirds (1-2/3) working days per month.

2. Part-time Employees Hired Prior to July 1, 1988

a. First year of employment - one (1) working day per month, excluding the probationary period.

b. Second year of employment up to and including the fourth year of employment - one (1) working day per month.

c. Fifth year of employment up to and including the ninth year of employment - one and one quarter (1-1/4) working days per month.

d. Tenth year of continuous employment - one and two-thirds (1-2/3) working days per month.

3. Part-time Employees Hired on or After July 1, 1988. There is no vacation eligibility.

B. Absent an emergency, vacation time shall be granted in accordance with the following:

1. Requests for one (1) or more weeks of vacation must be submitted to the Coordinator of Building Operations at least ten (10) days in advance thereof.

2. Requests for less than one (1) week of vacation must be submitted to the Coordinator of Building Operations at least 24 hours in advance thereof.

3. The approval to take vacation time shall be subject to the needs of the school district, but it shall not be unreasonably denied.

4. Vacation time may not be granted during the weeks before or the week after the opening of any schools or the week of any graduations. (Employees may request exceptions).

C. All vacation days made available as of July 1 must be fully utilized or lost by the end of that school year (June 30th), except no more than 5 unused vacation days may be carried

until the succeeding December 30th, by which time if not used these too are lost.

ARTICLE XIII

RATES OF PAY, LONGEVITY, AND MEDICAL BENEFITS

A. Rates of pay, longevity, and medical benefits shall be set forth in Appendix A.

ARTICLE XIV

SUPERVISORS WORKING

A. Supervisors may perform bargaining unit work as necessary to insure completion of assigned work, provided that the performance of such work shall not be for the purpose of avoiding overtime or reducing the size of the bargaining unit.

B. In the Board's discretion the work performed by the foreman and any corresponding stipend may be removed from the unit, provided that if any such foreman should become a supervisor they may not be used to replace an otherwise scheduled employee who shows up for work.

ARTICLE XV

MANAGEMENT FUNCTIONS

A. Subject to the provisions of this Agreement, the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by boards of education in the management of the affairs of the school

district; including but not limited to the right to hire, to discipline, to direct the work force and to transfer and reassign the employees.

ARTICLE XVI

MISCELLANEOUS

A. Safety and Health.

1. The Employer and the Union shall each designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthy conditions.

They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate.

2. The Employer shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools, or devices reasonably necessary in order to insure their safety and health.

B. Equal Treatment.

1. The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, martial status, political affiliation, union membership, or union activities.

C. Work Rules.

1. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

2. Pursuant to N.J.S.A. 34:13A-24 the parties have negotiated the attached schedule of minor discipline offenses which include the potential penalties to be imposed. (See Attached Appendix C). Nothing herein or therein shall be interpreted so as to restrict either the statutory or contractual rights of the employer for other forms of discipline or for conduct not listed therein or for any major discipline for other offenses.

D. Bulletin Boards.

1. Bulletin boards will be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcement and other information of a non-controversial nature.

E. No Strikes.

During the term of this Agreement, there shall be no strikes, slow downs, or other concerted activities designed to deprive the Employer of the services of the employees.

F. The Employer shall furnish to the Union, upon request, information concerning seniority, dates of hire, classifications, amount of sick leave, amount of vacation time and pay rates of employees covered by this Agreement.

G. Notice of all transfers shall be forwarded to the appropriate local Union officer.

H. The Board shall reimburse an employee for the cost associated with finger printing him/her pursuant to the criminal

background check regulations in the event that said check does not reveal any reason for additional investigation.

ARTICLE XVII

EFFECTIVE LAWS

A. The Employer and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provisions of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

ARTICLE XVIII

EMPLOYEES BILL OF RIGHTS

A. An employee shall have the right to union representation at each and every step of the grievance procedure set forth in this Agreement.

B. An employee shall be entitled to representation at each stage of a disciplinary action.

1. No recording device of any type shall be used at such interrogation by anyone.

C. In all hearing and/or hearings designed for the disciplinary action already taken, the employees shall be entitled to union representation. Such representation shall consist of the local union representative or his designee, the

Chief Shop Steward or his designee, and a representative from the district counsel of which the employee is a member.

1. Recording devices may be used only if prior agreement with the union is reached. The union shall be given a duplicate of any and all recordings made. Cost of recording and duplication shall be shared equally between the union and the employer.

D. The parties understand and agree that this Section does not prohibit the Board's recording at a Board Hearing or Meeting.

ARTICLE XIX

INSURANCE

A. Major Medical.

1. The Board will pay the premium, for all regular full-time employees whether 12 month or 10 month employees who work at least 20 hours per week, for the Major Medical HMO Insurance coverage currently being provided through AmeriHealth, or substantially equivalent coverage.

2. Those remaining eleven (11) employees who currently have Blue Cross/Blue Shield Major Medical coverage shall be provided with the Blue Cross PPO program, or with substantially equivalent coverage, or they may choose the HMO.

B. Prescription

Employees who qualify for Major Medical may also receive prescription coverage at a co-pay of \$12 for brand; \$5

for generic and \$12/\$5 brand/generic for mail order, or substantially equivalent coverage to that being provided pursuant to this contract. Effective 7/01/06 the Prescription plan shall change to a co-pay of \$15 for brand/\$5 for generic with 90 day mail order at \$30 brand/\$10 generic. Effective 7/01/07 the Prescription plan shall change to a co-pay of \$15 for brand/\$7 for generic with 90 day mail order at \$30 brand/\$14 generic.

C. Dental.

Employees who qualify for Major Medical may also receive the Delta Dental Insurance coverage as currently provided, or substantially equivalent.

D. Buy-Backs. The Board will pay the following schedule of dollar amounts to employees who are eligible for coverage under this Article and who elect to forgo the following coverage's:

1. Medical coverage:

- a. Family coverage to no coverage-\$2,000 per year; or
- b. Family coverage to Single coverage-\$1,000 per year; or
- c. Family coverage to Husband/Wife -\$500 per year; or
- d. Family coverage to Parent/child coverage -\$500 per year; or
- e. Husband/Wife to no coverage -\$1,500 per year; or
- f. Husband/Wife to Single coverage -\$500 per year; or
- g. Parent/child coverage to no coverage -\$1,500 per year; or
- h. Parent/child coverage to single coverage -\$500 per year; or
- i. Single coverage to no coverage - \$1,000 per year.

Payments shall be made in semi-annual payments each December and June.

2. Prescription plan:

- a. Family to No coverage-\$500.00/year; or
- b. Family to Single -\$300.00/year; or
- c. Family to parent/child -\$200.00/year; or
- d. Family to Husband/Wife -\$100.00/year; or
- e. Husband/Wife to None -\$400.00/year; or
- f. Husband/Wife to Single- \$175.00/year ; or
- g. Parent/Child to no coverage - \$300.00/year;
- h. Parent/Child to single -\$100.00/year; or
- i. Single to No coverage -\$200.00/year.

Payments shall be made in semi-annual payments each December and June.

3. Dental Plan

- a. Coverage to no coverage - \$200 per year; or
- b. Family coverage to single coverage - \$125 per year; or
- c. Family coverage to Husband/Wife coverage-\$75 per year; or
- d. Family coverage to Parent/Child coverage -\$75 per year; or
- e. Husband/Wife coverage to No coverage -\$100 per year; or
- f. Husband/Wife coverage to single coverage-\$75 per year; or
- g. Parent/Child coverage to No coverage -\$100 per year; or
- h. Parent/Child coverage to single coverage - \$75 per year;
- i. Single coverage to no coverage - \$100 per year.

4. Payments shall be made in semi-annual payments each December and June.

E. Coverages.

1. When the Board employs both spouses or other members of the same household who qualify for coverage, then the Board may provide the insurance coverages for all such employees and their dependents under the coverage of the first employed in time and under the category of coverage which permits the lowest aggregate premium while providing coverage to all. Any such spouse or household member who by operation of this provision cannot maintain their own separate coverage shall be required to sell back their own individual coverages under the buy-back for singles.

ARTICLE XX

TERMINATION

A. This Agreement shall be effective as of the 1st day of July, 2005 and shall remain in full force and effect until the 30th day of June, 2009. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of

negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. IN WITNESS WHEREOF, the parties hereto affix their hands and seal this day of , 2005.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

BY: John P. De... 11/21/06
LOCAL UNION NO. 2300

SEAL

BY: William Barry 11/21/06
William Barry, President

THE TOWNSHIP OF PENNSAUKEN BOARD OF EDUCATION

BY: Michael Stargell 11/21/06
Michael Stargell, President

Karen Albanese
Karen Albanese, Board Secretary

SEAL

APPENDIX 'A'

1. Rates of pay for employees in the Collective Bargaining Unit shall be as set forth in the schedules below.
2. Movement through contract years shall be horizontal across the guide, provided that employees shall proceed to the next numbered step only if they have actually worked more than one day plus half of the work days in a year, not including sick days, vacation, a leave of absence, etc.

2A(1). **Maintenance Division Salary Guide**

2004-05	2005-06 YEAR 1	2006-07 YEAR 2	2007-08 YEAR 3	2008-09 YEAR 4
				A1 32,000
			A1 32,000	A2 33,310
	A1 32,000	A1 32,000	A2 33,290	A3 34,600
A1 32,000	A2 33,310	A2 33,295	A3 34,585	A4 35,895
A2 33,450	A3 34,760	A3 34,605	A4 35,895	A5 37,205
A3 34,900	A4 36,210	A4 36,055	A5 37,345	A6 38,655
A4 36,662	A5 37,972	A5 37,505	A6 38,795	A7 40,105
A5 37,810	A6 39,120	A6 37,972	A7 39,262	A8 40,572
A6 39,270	A7 40,580	A7 40,415	A8 41,705	A9 43,015
A7 40,720	A8 42,030	A8 41,875	A9 43,165	A10 44,475
A8 42,170	A9 43,480	A9 43,325	A10 44,615	A11 45,925
A9 43,632	A10 44,942	A10 44,775	A11 46,065	A12 47,375
A10 45,388	A11 46,698	A11 46,237	A12 47,527	A13 48,837
A11 46,544	A12 47,854	A12 47,993	A13 49,283	A14 50,593
A12 48,200	A13 49,510	A13 49,149	A14 50,439	A15 51,749
		A14 50,805	A15 52,095	A16 53,405

2A(2). Maintenance employees will go or move to the next step provided they have the skills and abilities required. Following that, tests to be devised and monitored equally by representative of the employer and Local 2300 will increase an employees rate by 50 cents (\$.50) per hour for each skill (maximum of four skills) they are qualified in area of skill to be determined.

2B(1).

Grounds & Warehouse Division Salary Guide

2004-05	2005-06 Year 1	2006-07 Year 2	2007-08 Year 3	2008-09 Year 4
			B1 27,000	B1 27,000
		B1 27,000	B2 28,290	B2 28,310
B1 27,000	B1 27,000	B2 28,295	B3 29,585	B3 29,600
B2 28,620	B2 28,130	B3 29,425	B4 30,715	B4 30,910
B3 30,240	B3 29,930	B4 31,225	B5 32,515	B5 32,205
B4 31,860	B4 31,550	B5 32,845	B6 34,135	B6 33,825
B5 33,480	B5 33,170	B6 34,465	B7 35,755	B7 35,445
B6 35,100	B6 34,790	B7 36,085	B8 37,375	B8 38,685
B7 36,720	B7 36,410	B8 37,705	B9 38,995	B9 39,995
B8 38,340	B8 38,030	B9 39,325	B10 40,615	B10 40,305
B9 39,960	B9 39,650	B10 40,945	B11 42,235	B11 41,925
B10 41,580	B10 41,270	B11 42,565	B12 43,855	B12 43,545
B11 43,200	B11 42,890	B12 44,185	B13 45,475	B13 45,165
B12 44,880	B12 44,510	B13 45,805	B14 47,095	B14 46,785
	B13 46,190	B14 47,485	B15 48,775	B15 48,405
				B16 50,085

2B (2). In the event that a Grounds and Warehouse Division employee is assigned and perform at least 7 ½ hours of maintenance work reserved to Class “A” in a work week, he shall be paid at the “A” rate for all Class “A” hours worked in a work week (this requires the ability to work independently on Class “A” work and does not include acting as a helper to a Class “A” employee). If less than 7 ½ hours of Class “A” work is performed the employee shall be paid their regular rate.

Regular Custodial Division Salary Guide

2C(1).

2004-05	2005-06	2006-07	2007-08	2008-09
				C1 25,000
			C1 25,000	C2 26,310
		C1 25,000	C2 26,290	C3 27,600
	C1 25,000	C2 26,295	C3 27,585	C4 28,895
C1 25,000	C2 26,310	C3 27,605	C4 28,895	C5 30,205
C2 26,100	C3 27,410	C4 28,705	C5 29,995	C6 31,305
C3 27,200	C4 28,510	C5 29,805	C6 31,095	C7 32,405
C4 28,300	C5 29,610	C6 30,905	C7 32,195	C8 33,505
C6 31,315	C6 32,625	C7 33,920	C8 35,210	C9 36,520
C7 32,280	C7 33,590	C8 34,885	C9 36,175	C10 37,485
C8 33,242	C8 34,552	C9 35,847	C10 37,137	C11 38,447
C9 34,206	C9 35,516	C10 36,811	C11 38,101	C12 39,411
C10 35,170	C10 36,480	C11 37,775	C12 39,065	C13 40,375
C11 36,135	C11 37,445	C12 38,740	C13 40,030	C14 41,340
C12 37,100	C12 38,410	C13 39,705	C14 40,995	C15 42,305

2C(2).

Other ‘C’ Division Positions Guide

	Year 1	Year 2	Year 3	Year 4
C-10mo 20,104	21,414	22,709	23,999	25,309
CS 44,500	45,810	47,105	48,395	49,705

3. Stipends, Longevity:

- A. Full time employees who have been in the bargaining unit for the requisite years set forth below, shall receive the corresponding pay in addition to his or her regular base rate set forth above. Said payments shall be paid in equal amounts, as long as the person is actively employed, in the employee's bi-weekly salary. Said equal amounts shall commence the first pay period after July 1st following the employee's threshold anniversary as set forth below:
- B. Upon completion of five (5) years of continuous employment in the unit and continuing through ten (10) years thereof - \$260.00;
- C. Upon completion of ten (10) years of continuous employment in the unit and through fifteen (15) years thereof - \$312.00;
- D. Upon completion of fifteen (15) years continuous employment in the unit and through twenty (20) years thereof - \$364.00;
- E. Upon completion of twenty (20) years or more of continuous employment- \$416.00.
- F. Black Seal License: An employee who has obtained a Black Seal License shall receive an increase of \$300.00 over his yearly salary. With an additional \$300.00 if employee is an operator. All Maintenance employees with a Black Seal License will get \$600.00. Black Seal License payments shall be made two (2) times per year - first payment in the thirteenth (13th) paycheck and the final payment in the twenty-sixth (26th) paycheck of the fiscal year.
- G. Day and Night Foreperson: Those appointed at the discretion of management as Foreperson shall receive an additional \$1,500 per year, divided equally and paid during each pay period in which they serve in that position.
- H. Direct deposit of paychecks will be made available to all employees.

NEGOTIATED MINOR DISCIPLINE

The following employee actions will result in an issuance of discipline and possible warning notices

1. Smoking in any facility and/or vehicle owned and maintained by the Board of Education.
2. Use of abusive language on School Board property.
3. Refusal to promptly follow the directions of any foreman or supervisor.
4. Failure to perform assigned work.
5. Practical jokes and/or horseplay.
6. Failure to maintain and properly service equipment.
7. Failure to properly notify employer of absence.
8. Failure to ring timecard or sign timesheets out at designated times, except with permission of supervision.
9. Removal of timecard or timesheet from rack, except with permission of supervision.
10. Failure to promptly return designated work assignment after breaks and lunch.
11. Careless housekeeping or substandard quality work.
12. Failure to use supplied safety equipment.
13. Waste of material or abuse of tools or equipment.
14. Use of personal property, which may distract from the performance of the assigned job. Such personal property shall include, but not be limited to, items such as, radios, speakers, fans, small appliances and walkmans. This personal property must not interfere or create a danger to the employee.
15. Chronic absenteeism.
16. Unexcused lateness.
17. Failure to secure assigned work area.
18. Absent from assigned work area without permission of supervisor.
19. Failure to properly notify employer of minor incident or injury
20. Any additional minor infractions of the work rules or conduct unbecoming of a Board of Education employee

Minor violations greater than two years old shall no longer be considered for purposes of the sequence of minor Progressive discipline.

Initial minor violations will result in a verbal warning from assigned supervisor.

Repeated minor violations as determined by assigned supervisor, will result in written warning notices. These written warning notices, will be signed by the employee verifying, their acknowledgment that the warning was issued.

After three written warnings, three days suspension without pay.

Fourth warning will result in letter of reprimand from District Operations Coordinator and a five-day suspension. Fifth warning will result in another five days suspension without pay pending review by the Superintendent of Schools, with possible termination or non-renewal of contract.