

AGREEMENT
BETWEEN
THE PHILLIPSBURG BOARD OF EDUCATION
AND
THE PHILLIPSBURG EDUCATION ASSOCIATION, INC.
JULY 1, 2008 - JUNE 30, 2014

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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 all regularly employed personnel listed below, employed by the Board, excluding all supervisors, confidential employees, managerial executives, professionals and craft employees.

Custodial/Maintenance

Grounds Maintenance
Custodians
Maintenance

Paraprofessionals

Classroom Aides
Library Aides
Special Service Aides
Health Room Aides
Personal Aides
Technology Aides
All other aides employed as auxiliary personnel to certificated instruction personnel;
Excluding: Lunchroom Aides.

Secretaries

Excluding: Secretary to Superintendent of Schools, Secretary to the School Business Administrator/Board Secretary, Secretary to the Assistant Superintendent, Assistant Board Secretary.

Security Guards

- B. Unless otherwise indicated, the term "employee" when used hereinafter in this contract shall refer to the personnel represented by the Association in the negotiating unit as defined above. Any reference by pronoun contained herein shall be of the form "he/she", "him/her", etc.

ARTICLE II

PREAMBLE

The Agreement entered into this 10th day of May 2010 by and between the Phillipsburg Board of Education, Phillipsburg, New Jersey, hereinafter called the "Board" and the Phillipsburg Education Association, Inc. (Custodial/Maintenance Unit, Paraprofessional Unit, Secretarial Unit, and Security Guard Unit) hereinafter called the "Association."

WHEREAS, the Board and Association have an obligation, pursuant to NJS 34:13A-1 et seq. to negotiate with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE III

NEGOTIATIONS

- A. The Board shall not unilaterally affect any change in terms and conditions of employment included as part of this Agreement and contained herein.
- B. Not later than December of the last school year covered by this agreement, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing, ratified, and signed by all the parties.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- D. The parties agree to negotiate at mutually acceptable times and places. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations regarding the collective bargaining agreement, they will suffer no loss in pay. Neither party shall have any control over the selection of the negotiations representatives.
- E. This Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.
- F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term 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 benefit existing prior to its effective date.
- G. The Board agrees not to negotiate concerning employees in the negotiating unit as defined in the Recognition Article of the Agreement with any organization other than the Association for the duration of this Agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition:

1. A "grievance" shall mean a claim in writing by an employee or group of employees that there has been to her or them misinterpretation, misapplication or a violation of any of the provisions of this Agreement or of written Board policy affecting terms and conditions of employment or of an administrative decision affecting her or them.
2. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time that the employee knows or should know of its occurrence; otherwise the same shall not include the following:
 - a. Matters which according to law are beyond the scope of the Board authority or which, by law, are limited to unilateral action by the Board alone.
 - b. The failure or refusal of the Board to renew a contract of a non-tenure employee.
 - c. A complaint by an employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
3. A "Party" is a person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Procedure:

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate 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 employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
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. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.
5. Any party may be represented at all stages of the grievance procedure by herself and/or a representative.

C. Level One:

Any employee who has a grievance shall discuss it first with her immediate superior in an attempt to resolve the matter informally at that level. The employee will state clearly that the matter may be considered a grievance.

Level Two:

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, she shall set forth within said five (5) working day period her grievance in writing to her immediate superior on the grievance forms provided in the administration manual. The immediate superior shall communicate his decision to the employee in writing with reasons within five (5) working days of receipt of the written grievance.

Level Three:

The employee shall, not later than five (5) working days after receipt of the immediate superior's decision (if same is not satisfactory) appeal the same to the Superintendent of Schools. The appeal to the Superintendent must be made in writing with carbon copy to the immediate superior setting forth the matter submitted to the immediate superior as specified above and the reasons for her dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve that matter as quickly as possible within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing to the employee and immediate superior.

Level Four:

If the grievance is not resolved to the employee's satisfaction, she, no later than five (5) working days after receipt of the Superintendent's decision, may request a review and hearing by the Board of Education. The request shall be submitted in writing to the Board, care of the Board Secretary, with a copy to the Superintendent. The Board may consider the appeal on the written record submitted to it or the Board may, on its own election, conduct a hearing; and it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. If the Board elects to conduct a hearing, it shall be held within twenty-one (21) working days of the receipt of the grievance appeal by the Board. The Board shall make a determination within twenty (20) working days from the receipt of the grievance appeal, or from the receipt of the requested additional materials, or from the date of the hearing, whichever is later, and shall in writing notify all interested parties through the Superintendent of Schools of its determination.

Level Five:

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 Paragraph A of this Article, 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 attorney's 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 Six:

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 Paragraph A of this Agreement 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.

Level Seven:

The rules and procedures of the New Jersey Employment Relations Commission shall be followed by the arbitrator. The decision of the arbitrator 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 decision which requires the commission of an act prohibited by or violative of any law, or which is violative of the terms of this Agreement; and he shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall he in any case have power to rule on any issue or dispute excepted from this grievance procedure by any other provision of this Agreement, including any decision which may be under discretionary provisions of this Agreement.

D. Costs:

1. Each party shall bear the total cost incurred by it.
2. The fees and expenses of the arbitrator are the only costs which will be shared equally by both parties.

ARTICLE V

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to NJSA 34:13A-1 *et seq.*, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by NJSA 34:13A-1 *et seq.*, 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 hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under New Jersey school laws or other applicable state and federal laws, rules, and regulations. The rights granted to employees herein shall be in addition to those provided elsewhere.

- C. No employee shall be reprimanded, reduced in rank, reduced in compensation, deprived of any form of salary increment or increase, terminated, deprived of any form of occupational advantage or benefit, have his employment contract or status not renewed or not continued without just cause. Any such action shall be subject to binding arbitration pursuant to NJSA 24:13A-29.

- D. 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.

- E. Whenever an employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of the employee in his/her position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of his/her own choosing present to advise him/her and represent him/her during such meeting or interview.

- F. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, agendas, and minutes of all Board meetings, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.
- B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times with permission of the School Business Administrator. Such meetings shall not interfere with or interrupt normal school activities or school or business office operations.
- C. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary with the approval of the building principal or his designee.
- D. The Association shall have the right to use school facilities and equipment, including computers, typewriters, Xerox machines, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. No equipment shall be removed from the school building without approval of the building principal. The Association shall pay for any damage incurred, loss or theft of borrowed property. Permission of the building principal or designee is required.
- E. Whenever any representative of the Association or employee participates during working hours in mutually scheduled negotiations or grievance proceedings, they shall suffer no loss of pay.
- F. The Board agrees to furnish to the Association, by September 1, a current roster of the employees governed by this contract, including the employee's assignment and home address.
- G. The Board shall permit a designated regular member of the Association to visit the schools to investigate working conditions, employee complaints or problems, or for any other purposes relating to the terms and conditions of this Agreement. Approval for such visits will be cleared with the Superintendent.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

ARTICLE VII

BOARD RIGHTS

- A. Subject to the express provisions of this Agreement and in full compliance with established laws, the Board retains all rights, powers, functions, and authority of management, including hiring, supervision, discipline, and promotion of employees, the direction of school and security operations, and determination of the methods, means and personnel by which such operations are to be conducted, and the authority to take whatever actions may be necessary to accomplish the missions of the school district.

- B. The Board has the right to determine 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, NJSA 24:13A-1 *et seq.*

- C. 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 VIII

EMPLOYMENT PROCEDURES

A. Notification of Employment, Contract, and Salary

1. The Superintendent shall notify the Association in writing of the name, address, certificates, licenses, and salary placement for each new employee within thirty (30) days of hire.
2. Employees shall be notified of their contract and salary status for the ensuing year no later than:

June 1 for	Custodial/Maintenance, Security Guards, Paraprofessionals
June 15 for	Secretaries
3. Non-tenured secretaries shall notify the Superintendent of their acceptance of the position no later than five (5) days after receipt of such notice.
4. Each employee shall be placed on his/her proper step of the appropriate salary schedule at the beginning of the work year. Secretarial increases on all guides shall be based on meritorious service. Favorable reports by the Superintendent and those charged with supervisory responsibility, and approval by the Board are a prerequisite to the granting of all increments in Secretarial salaries.
5. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Probation

1. It is understood that each new Custodian/Maintenance and Security Guard shall complete a sixty (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.

C. Resignation

1. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
2. Any employee resigning from his/her position shall give two (2) weeks written notice to the Board, but may, upon request, be released prior to the expiration of that time period. If proper notice has been given, such employee shall be paid for vacation earned in the school year of resignation according to the ratio that the number of full months worked in such school year bears to the number of months in the contract year. If the full two weeks'

notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.

ARTICLE IX

VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Assignments

1. Security Guards

- a. No later than June 1 of each school year, the Superintendent will provide notification to Security Guards of their employment status, as well as of their involuntary transfer or reassignment.
- b. Security Guards who desire to transfer to another worksite may file a written request with the Superintendent no later than May 31st.

2. Custodial/Maintenance

- a. Notice of an involuntary transfer or reassignment of custodians/maintenance shall be given to employees as soon as practicable.
- b. When an involuntary Custodial/Maintenance transfer or reassignment is necessary, an employee's area of competence, length of service in the Phillipsburg School District, length of service in a particular school building and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which employee is to be transferred or reassigned.

3. Paraprofessionals

- a. Any paraprofessional who desires a change in assignment or building may file a written statement of such desire with the Superintendent no later than March 15. Such statement shall include the grade and/or subject and/or building to which the employee wishes to be transferred in order of preference. The final decision pertaining to assignment shall rest with the Superintendent. Upon reaching a decision, the Superintendent shall notify all employees involved.

B. Postings/Job Bidding

1. Security Guards

- a. No later than May 15th 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 Security Guard vacancies which may be filled for the following school year. (SG)
- b. All Security Guard vacancies shall be posted by the Assistant Superintendent for a period of ten (10) calendar days, provided that the District may make interim assignments to cover such vacancies during the posting period.
- c. Any Security Guard unit member who bids on a vacancy and meets the stated job qualifications shall be interviewed.

2. Secretaries

- a. All Secretarial vacancies shall be posted by the Assistant Superintendent for a period of ten (10) calendar days. A copy of said notice shall be given to the Association at the time of posting. The job award will be posted within five (5) working days after being acted upon by the Board of Education at a place convenient to the Assistant Superintendent's office.
- b. Seniority will not be considered in making determinations regarding bidding on Secretarial jobs. The employee's ability to perform the posted job and qualifications for performance will be considered in making the award. Ability will be determined by the Board or its duly authorized representatives. In the event of any disagreement, then the matter will be referred to the Superintendent of Schools and his decision shall be final.
- c. A successful bidder or employee awarded a Secretarial job by transfer may not bid on another posted job for a period of six (6) months unless bidding for a higher rated job, in which case he or she may bid after three (3) months.

3. Custodial/Maintenance

- a. Posting locations for all vacant Custodial/Maintenance positions will be designated yearly by the Assistant Superintendent. In the high school, Custodial/Maintenance positions will be posted in the vicinity of the time clock used by custodians to record hours.
- b. All Custodial/Maintenance vacancies shall be posted by the Assistant Superintendent for a period of ten (10) calendar days, provided that the District may make interim assignments to cover such vacancies during the posting period.
- c. Any Custodial/Maintenance unit member who bids on a vacancy and meets the stated job qualifications shall be interviewed.
- d. Those Custodial/Maintenance employees who choose to question the job award may appeal the decision to the Superintendent.

4. Paraprofessionals

- a. Once all Paraprofessionals who had formerly been reduced from full to part-time have been offered a full-time assignment shall be filled by an open-bidding process. All unit members may bid on such openings. All vacancies shall be posted by the Assistant Superintendent for a period of ten (10) calendar days. A copy of said notice shall be given to the Association at the time of posting. The job award will be posted within five (5) working days after being acted upon by the Board of Education at a place convenient to the Assistant Superintendent's office. It is understood that if there is no work available, the job award will be made to the successful bidder, but the employee will not be transferred to the new job until work is available. Management will advise the Association if there will be a delay in the transfer. In addition to seniority, the employee's ability to perform the posted job and qualifications for performance will be considered in making the award. In instances where ability would be relatively equal, seniority will govern. Ability will be determined by the Board or its duly authorized representatives. In the event of any disagreement, then the matter will be referred to

the representatives. In the event of any disagreement, the matter will be referred to the Superintendent of Schools and his decision shall be final. A successful bidder or employee awarded a job by transfer may not bid on another posted job for a period of six (6) months unless bidding for a higher rated job, in which case he or she may bid after three (3) months.

- b. After a paraprofessional or secretarial job has been awarded to a successful bidder, he or she has to fulfill a probationary period of six (6) months during which time the Board or its authorized representative may reassign or transfer the individual with or without his or her consent in the event the probationary period is not successful.

C. Transfer/Reassignments

1. Security Guards

- a. 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.

2. Paraprofessionals

- a. All Paraprofessional transfers and re-assignments are the prerogative of the management. Except in the event that the employee is unavailable or an emergency situation occurs, an involuntary transfer or re-assignment shall be made only after a meeting between the employee involved and the Building Principal, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or re-assignment at this meeting, upon request of the employee the Superintendent shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting. All effort shall be made to notify the employees governed by this agreement as to their assignments for the coming school year at the earliest possible time.

ARTICLE X

REDUCTION IN FORCE

During the term of this contract, reduction of personnel shall be in conformity with this agreement with the statutes of the state.

Reduction of personnel shall only be interpreted to mean a lay-off caused directly by a reduction in budgeted moneys. Termination for cause shall not be considered reduction of personnel.

Notice

If a Reduction-in-Force (RIF) is being considered, the Board shall notify the Association as soon as possible.

A. Seniority/Status/Credit

1. Seniority shall be defined as service in the school district as a member of the bargaining unit.
2. Only eligible custodial/maintenance personnel, defined as employees who have completed ten (10) consecutive full years of employment in the District, shall be entitled to seniority credit.
3. A seniority list shall be provided to the Association by November 1 each year or at the time of a contemplated Reduction-in-Force.
4. The fact that an employee is laid off for the purpose of staff reduction shall not result in the loss of status or credit for previous years' service.
5. In the event of a reduction in force, reductions shall be made according to seniority, provided that the employee has received a satisfactory rating.
6. During a layoff as a result of a RIF, such employee's seniority shall remain unbroken despite such layoffs and the accumulated sick leave shall not be canceled but shall remain credited to the employee pending his/her return to assignment in this district.

B. Reduction of Staff

Reduction of Secretarial, Custodial/Maintenance personnel or employees who are represented by the bargaining unit will be made according to the following:

1. The Board will prepare a seniority list including all then-current bargaining unit members.
2. Probationary EMPLOYEES will be laid off first, provided that a tenured person with the skill and ability to perform the job duties of the probationary employee is available.
3. Probationary Custodial/Maintenance personnel or employees, those with less than ten (10) years of continuous service prior to the lay-off of any eligible employee, subject to having the requisite skill and ability to perform the duties of the position to be filled.
4. In the event employees must be laid off, layoff will be on the basis of seniority and ability except as provided for in the probationary step listed above.
5. In the event of a layoff with all of the above factors being equal, employees will be considered on the basis of a rating determined by the Superintendent with the least satisfactory to be released from service first.
6. Transfers made necessary under this procedure and requests for re-transfer will be handled within the intent of the transfer and re-assignment article of this agreement.

C. Recall

1. Security Guards

- a. If any Security Guard 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 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.
- b. A Security Guard 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 a 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.

2. Secretarial, Custodial/Maintenance

- a. Tenured Secretaries and eligible Custodial/Maintenance will be recalled in the inverse order of layoff for position openings for which they are competent and qualified in accordance with the following:
 1. A position exists within the district for which the employee is competent pursuant to this agreement; the employee shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the employee shall accept the position by a response by certified mail or it shall be determined that he or she has declined the position he or she was offered. If any employee is under contract to another school district or employer, she shall have sixty (60) days from being notified of a position in which to return to the district.
 2. All employees on layoff and the Association shall be notified by certified mail on or before April 1 of their position on the recall list and given the opportunity to remain on recall for the following school year. The employee shall notify the Superintendent by certified mail by April 15 of her intent to return to the school district or her layoff position shall be terminated.

3. No new employees shall be hired until all competent, tenured employees on layoff, in accordance with this Article, have been offered an opportunity in writing to return to active employment.
- b. The Secretarial, Custodial/Maintenance recall list shall be maintained by the personnel office. It shall be the employee's responsibility to maintain a current address with the personnel office. Said employee waives her layoff position with the Board if she cannot be contacted by the district upon the opening of a position for which she is qualified.

ARTICLE XI

SICK LEAVE

- A. All full time ten (10) month employees shall be entitled to ten (10) sick leave days and all twelve (12) month employees shall be entitled to twelve (12) 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.
- B. Part time Security Guards will receive a prorated amount of sick leave.
- C. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- D. Employees shall be given a written accounting of accumulated sick leave days no later than September (15 or 30) of each school year.
- E. 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 hour for custodians or 1.5 hours for security guards prior to the commencement of their shift.
- F. If custodial/maintenance employee works less than four (4) hours of his shift and leaves due to illness, he/she will be charged for one sick day and will be paid for time worked. If beyond four (4) hours, he/she will not be charged with a sick day and receive payment only for time worked.
- G. The employee shall certify to the Board, in writing, the nature of his illness, in writing, the nature of his illness upon return to duty in all cases. Sick leave for more than three (3) consecutive days may require the employee to present certification of his or her care under a physician.
- H. After eighteen (18) years in the district, employees who retire to collect a pension under P.E.R.S. within one year shall be paid based on the following chart:

Unit	Daily Rate of Pay	Daily Rate of Pay	Max # of days	Workday
Custodians	½ for first 90 days	¼ for next 30 days	52.5	8 hours
Secretaries	½ for first 90 days	¼ for next 30 days		
Paraprofessionals	½ for first 60 days	¼ for next 30 days	37.5	

The daily rate is defined as a work day consisting of said employees regularly scheduled hours. Daily rate does not include overtime pay.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

A. Personal Days:

1. Security Guards:

- a. All full-time security guards will receive two (2) personal days per year which may be taken for any reason with the prior consent of the employee's immediate supervisor.
- b. At least 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.

2. Paras:

- a. All paras shall be entitled to two (2) personal days with full pay without specifying the reasons.
- b. All unused personal days will accumulate as sick days. Personal days will not be granted the day immediately preceding or following a vacation or holiday, except for appropriate reasons stipulated well in advance.
- c. At least twenty-four hours notice shall be given by the employee in requesting a personal day through his/her immediate superior. Lacking such notice, the absence will be considered unauthorized and the employee's pay will be deducted at a daily rate of 1/195 of the annual salary for 10 month employees and 1/260 of the annual salary for 12 month employees.
- d. The Superintendent of Schools, in the best interests of the school district, is empowered to deny any requests for the above days.

3. Custodians:

- a. All custodians will be entitled to personal days with full pay up to a maximum of two (2) non-accumulative days in any contract year. The two days shall require no reason to be given. Each day not used will accumulate annually as a sick day.
- b. At least 24 hours notice shall be given in requesting a personal day through the building principal. 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.
- c. Personal days will not be granted the day immediately preceding or following a vacation/holiday, except for appropriate reasons stipulated well in advance.
- d. The Superintendent of Schools, in the best educational interest of the school district is empowered to deny any requests for the above days. Such denial shall be subject to grievance procedures.
- e. Employees are not permitted to take off days without pay at will. Prior permission to take days without pay must be obtained from the Superintendent.

4. Secretaries

- a. All secretaries shall be entitled to personal days with full pay up to a maximum of two (2) non-accumulative days in any contract year. The two days shall require no reason to be given. Each day not used will accumulate annually as a sick day.
- b. If, on any one day, requests for a personal day exceed two (2) employees, the Superintendent may, in his discretion, deny or postpone requests beyond such number.

- c. At least twenty-four hours notice shall be given by the employee in requesting a personal day through her immediate superior. Lacking such notice the absence will be considered unauthorized and the employee's pay will be deducted at a daily rate of 1/195th of the annual salary for 10-month employees and 1/260 of the annual salary for 12-month employees.
 - d. Personal days will not be granted the day immediately preceding or following a vacation or holiday, except for appropriate reasons stipulated well in advance.
 - e. The Superintendent of Schools, in the best interests of the school district, is empowered to deny any request for the above days.
- B. Emergency Days**
- 1. **Paras/Security Guards**
 - a. Employees 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. (Day equals length of individual work day).
 - 2. **Custodian/Maintenance**
 - a. Two (2) emergency days.
 - 3. **Secretaries**
 - a. Secretaries shall be entitled to three (3) non-accumulative "emergency days". This means that no twenty-four (24) hour notice is necessary, and there are no restrictions on what the days are to be used for.
- C. Bereavement**
- a. Up to five (5) working 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).
 - b. The Superintendent may grant up to five (5) working days for other family members and relatives when circumstances warrant it.

Extensions to any temporary leaves of absence referred to in this section as outlined above may be made at the discretion of the Superintendent of Schools.

Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

Employees shall be entitled to the use of sick and family leave consistent with Federal and State Statutes.

Leaves taken pursuant to this Article shall be in addition to any sick leave to which the member is entitled.

A. Association

1. The Board agrees that up to one (1) employee designated by the Association shall upon request be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

B. Military

1. A regularly appointed employee who is required to undergo military field training or to attend service school will be paid his regular salary less the salary that he receives from the military organization, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave pay for each additional period shall be granted.
2. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months for any wound or sickness at time of discharge.

C. Maternity/Paternity

1. Any Maternity/Paternity/Child Care Leave of absence is subject to the rights under the Family and Medical Leave Act and the NJ Family Leave Act.
2. A maternity/paternity leave of absence, without pay, for one (1) year will be granted to any paraprofessional after one full and continuous year of employment.
3. A maternity/paternity leave of absence, without pay, for two (2) years will be granted to any secretary. The secretary will make the pregnancy known to the office of the Superintendent by the third month and the leave shall begin at a time recommended by the person's physician or other mutually agreeable date.
4. A secretary on maternity/paternity leave shall have the opportunity to substitute in the Phillipsburg School District in the area of her certification at the discretion of the Superintendent of Schools.
5. Any secretary adopting an infant child may be granted a leave up to a period of one (1) year without pay. Such leave shall commence upon receiving defacto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.

6. Employees being granted a maternity/paternity leave must return to duty and continue to work for a period of one full school year prior to becoming eligible for another such leave.

D. Good Cause

Other leaves of absence without pay may be granted by the Board of Education for good reason.

E. Return from Leave

1. SALARY

Upon return from leave granted pursuant to Section A or Section B of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee shall not receive increment credit for time spent on a leave granted pursuant to Section D of this Article.

2. BENEFITS

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

F. Extensions and Renewals

1. All requests for extensions or renewals of leaves shall be applied for and, if approved, placed in writing.

ARTICLE XIV

HOLIDAYS

A. Custodial/Maintenance

- | | |
|-----------------------------|---------------------------------|
| (a) Independence Day | (l) Easter Monday |
| (b) Labor Day | (m) Memorial Day |
| (c) Thanksgiving Day | (n) One undesignated |
| (d) Day after Thanksgiving | holiday selected by the |
| (e) December 24 | employee, subject to the |
| (f) Christmas Day | approval of his/her supervisor. |
| (g) December 31 | A notice of ten (10) work days |
| (h) New Year's Day | must be given to the Director |
| (i) Martin Luther King Day* | of Plants and Facilities. |
| (j) Washington's Birthday | |
| (k) Good Friday | |

*Martin Luther King Day will be granted as a floating holiday. Custodians will be required to observe the same procedures for utilizing this day as are applicable to personal days as set forth in Article XII.A.3

1. The purpose of these holidays is to provide a normal working day off. In the event any of these holidays falls on a non-scheduled work day, then a day will be chosen by the Superintendent to represent the holiday (i.e. Christmas falling on a Sunday). If for any reason a school day is scheduled or re-scheduled on a specified holiday, the employee will select another day to be used in lieu of the holiday. The employee must obtain the prior written approval of the immediate supervisor/administrator for taking this day.

B. Secretaries

Twelve (12) month Secretarial employees shall receive the following paid holidays:

- | | |
|----------------------------------|--|
| Independence Day | New Year's Day |
| Labor Day | Martin Luther King Day** |
| NJEA Convention (Thurs. & Fri.)* | George Washington's Birthday (Fri. & Mon.) |
| Thanksgiving (2 days) | Good Friday |
| Christmas Eve | Easter Monday |
| Christmas Day | Memorial Day |
| New Year's Eve | |

**12 month Secretaries may, with approval of their immediate supervisor, elect holidays in lieu of these two days.*

*** 10 and 12 month Secretaries may, with approval of their immediate supervisor, elect another day in lieu of this day.*

1. If a scheduled holiday falls on a weekend, the Superintendent will designate an alternate day.

2. If a pupil day is scheduled for a paid holiday, the secretary will elect another day to be used in lieu of the holiday. The secretary must obtain the written approval of the immediate supervisor/administrator for the substitution.
3. If a contractual holiday conflicts with the school calendar, the school calendar day will be worked and the employee will choose another day.
4. With respect to each of those days during the Christmas vacation (not including Christmas Eve and Christmas Day) when administrators are not required to be at work, twelve (12) month Secretaries will not be required to be at work and will receive a paid holiday for each such day. Ten (10) month Secretaries will receive a floating paid holiday for each of these days. The secretary must obtain the written approval of the immediate supervisor/administrator for use of each floating holiday.

ARTICLE XV

VACATIONS

A. Custodians

1. Vacation eligibility shall be determined as of July 1 of each year.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.
3. Vacation use will be limited to a maximum of ten (10) workdays in any given month. Once granted, vacations will not be disallowed except in extreme emergencies. Disputes are to be appealed to the Superintendent.
4. Employees hired during the school year will earn vacation days each month. The vacation days cannot be taken until July 1 unless there are extenuating circumstances which must be reviewed and approved by the Director of Plants/Facilities and the Superintendent. As an example, an employee who begins work January 1, will earn six (6) vacation days which can be taken as of July 1.
5. Employees are eligible for vacations on the following basis:
 - a. One day for each month of employment during years 0 through 7, but not to exceed twelve days.
 - b. Fifteen days for years 8 through 15.
 - c. Years 16 and after, one (1) additional day for each year of service for a maximum of twenty-five days vacation.
6. In order to take vacation during the school year, employees must provide a minimum of 24 hours' advance written notice of their intention to take a vacation day to the Building Principal or Director of Plants/Facilities and must receive the prior written approval first from the Building Principal and then from the Director of Plants/Facilities.
7. Up to five vacation days may be carried from one contract year into the next contract year.

B. Secretaries

1. Twelve month employees shall be entitled to the following annual vacations after working the period specified:
 - a. During the first year of employment one (1) working day of vacation shall be earned for each full month of service in such school year, up to a maximum of twelve (12) working days.
 - b. For the first full school year of service and thereafter the ninth full school year of service, the annual vacation shall be twelve (12) working days.
 - c. For the tenth full school year of service and thereafter through the sixteenth (16) year, the annual vacation shall be fifteen (15) working days.
 - d. After the sixteenth year employees will earn one (1) additional vacation day for each year of service up to a maximum of twenty)five (25) days.
2. Not more than five (5) vacation days may be carried over to the following year.

ARTICLE XVI

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees' due for the Phillipsburg Education Association, the Warren County Education Association, the New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, NJ Public Laws of 1969 (NJSA 52:14-15.93) and under rules established by the State Department of Education.
- B. The New Jersey Education Association shall certify to the Board, in writing, the current rate of membership dues.
- C. The Board agrees to deduct from employees' salaries money for services and other programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the moneys to such agencies. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.
- D. 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 XVII

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. The 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 XVIII

WORK YEAR/WORK HOURS/WORK SCHEDULE

A. Secretaries

1. Work Year

a. Twelve Month

The work year of twelve (12) month employees shall begin on July 1 and end on June 30.

b. Ten Month

Ten (10) month employees shall work a total of one hundred ninety-five (195) days as follows:

1. All pupil days plus a number of additional days totaling 195 working days.
2. These additional days to be scheduled by the principal or immediate superior within the period immediately before the first day of school on the school calendar and/or immediately after the last school day on the school calendar.
3. Salary shall be calculated by multiplying the salary for their step on guide by 75%.

2. Work Day

- a. The work day for all employees shall consist of eight (8) hours which shall include a one (1) hour duty free lunch.
- b. Except for unforeseen circumstances the employee's lunch period shall be duty free.
- c. If an early dismissal or cancellation is necessary due to inclement weather, secretaries shall be released at the discretion of the Superintendent of Schools.
- d. The work week will be shortened by one-half hour per week for regular twelve month employees beginning the first Friday after the pupil school year concludes and ending on the last Friday prior to the opening of school. (I THINK THIS SHOULD BE MOVED TO THE WORK DAY ARTICLE)

B. Custodial/Maintenance

1. Work Year

- a. The work year of employees shall be the sum of all weekdays, including vacation days and holidays.

2. Work Hours

- a. Schedule Posting – Work schedules showing the employees shifts, work days, and hours shall be posted in each school.
- b. Work Shift – Eight (8) hours of work, exclusive of a thirty (30) minute uninterrupted lunch period as scheduled by the principal or immediate supervisor, shall constitute a work shift/work day. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible. The Superintendent may change the schedule of work shifts of any employee, a group of employees or all employees, or move an employee to a different work shift, to meet educational needs

or if no agreement has been reached, on seven (7) calendar days' advance notice to the affected employee(s).

- c. Coffee Break – Two uninterrupted periods of fifteen (15) minutes (one in the am and one in the pm) shall be scheduled and mutually agreed upon by the employee and his immediate supervisor.
- d. Snow days - When school is in session, employees shall be expected to report to work one (1) hour earlier than ordinarily scheduled. On severe weather days the Superintendent maintains the right to lessen the custodial work day. They will receive full pay regardless of the dismissal time.
- e. Clean Up Period – Reasonable time will be provided for clean-up and storage of equipment at the end of the work schedule.
- f. Call Time – Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of two (2) hours exclusive of the one (1) hour snow provision as specified in Article XVIII. Section B.2.d (above in Snow Days) of the contract. Response to alarm system calls will be reimbursed at one and half (1.5) hours unless circumstances warrant the individual to remain beyond the 1.5 hour time limit.
- g. Summer Work Hours –
 - 1. Immediately upon closing of school in June until school opening in August or September.
 - 2. Hours – 7:00am to 3:30pm including thirty (30) minutes uninterrupted lunch hour or other hours provided by mutual agreement between the employee and his or her immediate supervisor.
- h. Flex Schedule – In the Fall and Spring, a flex schedule for Grounds Maintenance may be put in to effect, with one week's notice to the employee(s) of their schedule change. The flex schedule will be Monday through Friday and start and end times will vary as per mutual agreement with the Director of Facilities.

C. Security Guards

1. Work Year

- 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.

2. Work Day

- a. 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.
- b. Security guards are entitled to two (2) 15-minutes breaks and a thirty (30) minutes lunch break. All such breaks to be scheduled in consultation with the permission of the Director of Security.

- c. 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 conference/event.
- d. 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, NJSA 34:13A-1 et seq.

D. Paraprofessionals

1. Work Year

- a. The work year shall consist of 180 student days plus three "work" days for staff development.
- b. The staff development "days" may fall in half-day or full-day increments, or any combination thereof, when students are not present, with the total school year not to exceed 183 days. The total staff development time will not exceed 3 full "work" days (1.5 full days) for part-time, and 3 full "work" days (3 full days) for full time employees.
- c. Holidays and vacations shall be the same as on the student calendar.

2. Work Day

- a. The work day shall consist of the following hours:
 - 1. Pre-K/Elementary Schools and Middle School
7 hours with a duty free lunch coinciding with that of the teachers.
Daily hours to coincide with that of the building teachers.
 - 2. High School
7 hours with a duty free lunch equivalent to and coinciding with teacher lunch.
- b. There shall be a daily scheduled twenty (20) minute break time and a ten (10) minute break time for part-time employees.
- c. The paraprofessionals will be provided with 15 minutes daily of collaboration time between the morning and afternoon paras. Beginning in school year 2010-2011 the AM para will work through the first 15 minutes of the PM para's schedule to allow for collaboration. In 2011-2012 the PM para will begin their workday during the last 15 minutes of the AM para's schedule to allow for the collaboration. This will continue on an annual rotation.

ARTICLE XIX

EVALUATIONS

A. Security Guards

1. Security Guards will receive a minimum of two (2) evaluations each school year.

B. Custodial/Maintenance

1. For the purpose of supervision, building principals will supervise building custodians on a daily basis. Maintenance staff will be supervised by the Director of Plants/Facilities. Annual custodian reviews will be jointly completed by the building principal and the Director of Plants/Facilities. Maintenance workers will be evaluated by the Director of Plants/Facilities. The District has the right to assign other supervisory personnel to conduct such evaluation.

- C. 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.

- D. Within a reasonable time following the completion of an 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.

- E. An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

ARTICLE XX

PERSONNEL RECORDS

Custodial/Maintenance

A. File

1. An employee shall have the right, upon request, to review the contents of his personnel file in the presence of the Superintendent or the Assistant Superintendent, and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him during such review. At least once every year, an employee shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

B. Derogatory Material

1. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

C. No Separate File

1. Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

D. Termination of Employment

1. The Board has the right to terminate an employee upon sixty (60) calendar days notice for inefficiency. Termination for disciplinary reasons shall occur upon a ten (10) work day notice unless the employee is being terminated for an act of moral turpitude in which case no prior notice need be given. Said termination is subject to due process procedures.
2. Final evaluation of an employee upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this Article.

E. Job Description

1. Job descriptions for “maintenance worker” and “custodian” will be developed. The Director of Plants/Facilities will assign work according to these job descriptions.

ARTICLE XXI

EMPLOYEE-ADMINISTRATION LIAISON

- A. At the request of the Association, the Associations representatives shall meet with the Superintendent or his designee and representatives of the Association. The exact number of members shall be established by the Superintendent and the Association. The Council shall meet a minimum of two (2) and a maximum of four (4) times a year. If no meeting is requested or held, it shall not be deemed a waiver of this provision or violation of this contract.

- B. After each meeting, the administration agrees to provide a statement including; what is to be done, by whom, by when, and report back to the Association by the agreed upon time.

ARTICLE XXII

ADDITIONAL ITEMS

E. Security Guards

1. At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils at any work location except in the event of an emergency.
2. 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.

F. Paraprofessionals

1. At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils at any work location except in the event of an emergency.
2. Employees shall be given no less than two weeks notice prior to mandatory attendance at staff development. Notice will include date, time, location, and agenda.
3. In the event that an employee covered by this agreement be requested or required to perform clerk/secretarial duties for an absent district employee, for a period of 45 minutes or longer, he/she shall be compensated at the substitute rate for clerks/secretaries, provided that rate exceeds his/her hourly rate as defined by this agreement.
4. In the event that an employee covered by this agreement is currently on the approved list of substitute teachers, that employee shall be utilized as the substitute teacher in the event of the absence of his/her immediate co-worker. Said employee shall then receive the approved daily rate for a substitute, provided that such rate exceeds his/her daily rate as defined by this agreement.
5. In the event that an employee is assigned to an out of district site, said employee shall be reimbursed for travel at the IRS rate for the lesser of the two distances; Board Office to site or home to site.
6. In the event that an employee is assigned to more than one building, travel between the buildings will be reimbursed at the IRS rate.

G. Custodial/Maintenance

1. Employees shall be entitled to full right of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing said activities do not violate any local, state, or federal law.
2. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior and to the police department.
3. The Board will provide all employees annually with one (1) day of in-service safety training.

4. The Board and the Superintendent shall allow two (2) officers of the Association to attend the annual NJEA Convention. This shall be limited to two (2) work days (regular work days with pay—Monday through Friday). Attendance must be verified to substantiate payment for two (2) work days.
5. Employees shall not be required to transport students. The use of an employee's vehicle for moving school equipment or securing parts/equipment shall be solely at the discretion of the employee. Mileage will be paid at the IRS rate for the use of a personal vehicle for school business.
6. A non-professional employee who uses his/her vehicle on behalf of the Board must meet the insurance requirements as determined by the Board and as stated in Board policy. Provided the employee complies with these requirements the Board will cover all damages, losses and expenses incurred by an employee arising out of the authorized use of his/her automobile in the performance of school duties, if beyond the employee's own insurance limits.
7. Reporting for Duty Late:
 - a. It is agreed that arrival at employment stations on time is in the best interests of the custodial/maintenance programs.
 - b. It is further understood that extenuating circumstances do result in occasional late reporting.
 - c. It is agreed that more than three such late arrivals per school year is cause for disciplinary action of the employee concerned.
 - d. Staff members who have exceeded three (3) late arrivals shall have their salary reduced as follows:
 - (1) Up to 40 minutes – 1/6 of their daily salary.
 - (2) Over 40 minutes – 1/2 of their daily salary.

H. Custodial-Maintenance Uniforms/Maintenance Shoes

1. For the term of this contract only, the Board will provide uniforms for custodial/maintenance personnel either by contracted service or outright purchase. It is understood that at the conclusion of this contract, this provision will expire. Said expiration is not grievable or arbitrable.
2. Uniforms are to be worn only at the place of employment.
3. Uniform Purchase – In the event that the Board chooses to purchase uniforms, the following conditions will occur:
 - a. Initially two (2) sets (pants/shirt) will be purchased for each custodian. Every year thereafter, each custodial/maintenance employee will receive one (1) set.
 - b. For summer (June-August, non-student days), T-shirts may be worn. In the first year of employment, five (5) T-shirts will be purchased. Every year thereafter, two (2) T-shirts will be provided.
 - c. The employee will be responsible to clean and maintain his/her individual uniforms.
 - d. Upon leaving the district, employees are to turn in uniforms, otherwise there will be a replacement charge to the district. The final paycheck will be held until all uniforms have been returned.

4. Uniform Service
 - a. In the event that the Board chooses to use uniform services, employees are to cooperate with the service by being prompt with the exchange of uniforms.
 - b. Maintenance contract of 36 months for three (3) changes per employee per week, with seasonal sleeve; includes cleaning, maintenance, upkeep, delivery, and name. Also, separate delivery as required and separate invoices for each building.
 - c. New employees will receive new uniforms and T-shirts unless there is a 50% turnover, in which case good, used clothing will be issued.
5. Shoes
 - a. Maintenance men will be required to wear safety shoes/boots as stipulated by the Director of Plants/Facilities. During the term of the contract, the Board of Education will provide a one pair of safety shoes/boots, per year. The Board will provide a selection of shoes/boots for the employee to choose from. In the event that this pair of shoes/boots is worn out prior to the conclusion of the year, the maintenance person shall be required to provide identical footwear at his/her own expense. At no time shall any maintenance person report to work without the agreed upon safety shoes/boots. These shoes/boots are being provided for employment use only.
6. Foul Weather Gear
 - a. Foul weather gear will be provided at each school. The number/type of pieces of equipment will be determined by the Director of Plants/Facilities. Foul weather gear is not to leave the premises and is for use on school grounds only.
 - b. If at any time during the contract the Board of Education feels the uniform or safety shoe benefit is being abused, it reserves the right to cancel this benefit immediately. This decision shall not be arbitrable or grievable and will not be considered a violation of contract or terms and conditions of the contract.
 - c. Wherever reference is made to Director of Plants/Facilities, the Board of Education also assigns those duties to the School Business Administrator/Board Secretary.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term 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 benefit existing prior to its effective date.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. 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 full force and effect.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. Copies of this Agreement shall be reproduced with costs shared by the Association and the Board and presented to all employees.
- F. 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.

- G. Compliance Between Individual Contract and Master Agreement
 - 1. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE XXIV

INSURANCE PROTECTION

ARTICLE XXV

OVERTIME

A. Security Guards

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 on-half their regular hourly rate for each hour of overtime. The hourly rate for salaried employees will be calculated at the rate of 1/200th of the employee's annual salary divided by eight (8) hours.
4. Scheduled overtime shall be a guaranteed minimum of two (2) hours.
5. 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.
6. 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.
7. Overtime worked shall be remunerated as follows: if the overtime day falls on a non-student day the rate of one and one half (1 ½) the hourly salary; one and one half (1 ½) the hourly salary on Saturdays, two (2) times the hourly salary on Sundays; two (2) times the hourly salary on holidays.
8. 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.
9. 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.

B. Custodial/Maintenance

Overtime:

Defined as any time spent at regular duties beyond eight (8) hours in any day or forty (40) hours in any work week. Paid time-off counts as if worked, for purposes of overtime.

1. All overtime will be rounded to the nearest hour at the end of each pay period. This will be remunerated at the rate of 1-1/2 the hourly salary; 1-1/2 on Saturdays; double time on Sundays; triple time on Holidays at the hourly salary. In lieu of additional salary,

employees may elect to take compensatory time off at the equivalent overtime rate. The total amount of compensatory time accrued may not exceed forty (40) hours per year. No more than two (2) days of the accrued time may be used in any one instance.

All compensatory time is subject to the following conditions:

- a. At least twenty-four (24) hours notice shall be given in requesting compensatory through the building principal. 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.
 - b. Compensatory time will not be granted the day immediately preceding or following a vacation/holiday, except for appropriate reasons stipulated well in advance.
 - c. The Superintendent of Schools, in the best educational interest of the school district is empowered to deny any requests for compensatory time. Such denial shall be subject to grievance procedures.
2. When an employee is required to work two (2) or more hours beyond his/her required eight hour shift and the employee did not receive a ten (10) hour advance notice, the employee will receive up to \$5.00 to reimburse him/her for an unplanned meal. Pay will occur by turning in the receipt to the Director of Plants/Facilities. He, in turn, will arrange payment through petty cash.
 3. An overtime list developed by the Director of Plants/Facilities shall be established indicating seniority in the school and category of employment. An operating list for overtime shall be set up so that the most senior employee is offered the first available overtime duty commencing July 1 of each year. If the most senior employee turns down the overtime, then overtime duty is offered to the next senior employee, and so on, until an employee accepts the overtime duty. Each subsequent overtime duty continuing through June 30 of each year will then be first offered to the employee who is next on the seniority list, after the employee who accepted the most recent overtime duty. Those employees who turn down the overtime duty with the refusal will be noted on the overtime list. The concept of this seniority operating list is to set up an overtime list by school location in order to offer overtime duty to the most senior employee first; but, also, to equalize the overtime duty among employees.
 4. Overtime shall be granted by category, i.e., custodian or maintenance work. Custodians may bid on custodial overtime and maintenance personnel may bid on maintenance overtime. During the heating season, in schools with pressure boilers, both licensed maintenance personnel and licensed custodians are eligible to bid on overtime which requires a Black Seal License. The Board has the right to require a worker to secure a Black Seal License. The costs of the licensing course tuition will be borne by the Board.

C. Secretaries

1. Overtime shall be paid at a rate of 1½ times the hourly salary for time worked beyond the eight (8) hour day for all employees. Work time shall include work performed by the employee at the direction of the Administration during the employee's duty-free lunch.
2. Seniority
 - a. In assigning overtime work, employees who are responsible for a particular project during their regular work day shall be assigned to any overtime work related to that project. If additional assistance is required, employees in the same work cluster shall be offered the opportunity to work overtime to provide that assistance. A "work cluster" means those jobs which share the same location in the district and which interact

directly with the employee who has primary responsibility for the project. Such overtime work shall be offered to such employees only if they are capable of doing the work efficiently. Overtime shall be distributed according to seniority, starting with the most senior and going down the seniority list to the least senior, regardless of how many overtime assignments that takes until all employees in the cluster have been offered the opportunity, and then overtime shall again be offered to the most senior employee. "Seniority" is defined by the employees' consecutive years of experience in the district.

- b. If current employees within the cluster are not capable of doing the overtime work efficiently, the administration has the right to utilize persons from outside the district to do the work.
- c. Nothing in this section shall interfere with the right of the Board to hire temporary or per diem employees to work during the regular work day as needed.

ARTICLE XXVI

STIPENDS

I. Pool Maintenance

For the employee performing pool maintenance, the duties required by this job not to be performed during regular working hours of employment.

J. Master Maintenance

The following criteria are applicable to master maintenance employees. The intent is to distinguish between those maintenance persons with superior technical expertise. If the selection and appointment of individuals to the level of master maintenance is done according to the provisions of the contract, the appointment of individuals to this position is not grievable.

Master-Maintenance Categories/Criteria

I. Master Maintenance Categories:

Electrical
Carpentry
HVAC
Plumbing
Roofing

II. Requirements by Category:

License; or
Apprenticeship; or
Formal Training + Skills Test; or
Experience + Skills Test
Skills test will be performed by the District's Director of Buildings and Grounds and will be reasonably comparable to that performed by the vocational-technical school which previously performed such assessments.

Electrical

License:	Electrician – New Jersey
Apprenticeship:	5 year recognized program
Experience:	5 years under direction of journeyman or wireman
Formal Training:	Completion of a formal program leading to an electrician's license
Skill Assess Act:	Administered by District's Director of Buildings and Grounds.

Plumbing

License:	Plumbing – New Jersey
Apprenticeship:	5 year recognized program
Experience:	5 years under direction of licensed plumber
Formal Training:	Completion of a formal program leading to a plumbing license

Skill Assess Act: Administered by District's Director of Buildings and Grounds.

HVAC

License: N/A
Apprenticeship: 5 year recognized program
Experience: 5 years under direction of HVAC contractor
Formal Training: Completion of a formal program
Skill Assess Act: Administered by District's Director of Buildings and Grounds.

Carpentry

License: N/A
Apprenticeship: 5 year recognized program
Experience: 5 years as a rough and finish carpenter
Formal Training: Completion of a formal program to become a carpenter
Skill Assess Act: Administered by District's Director of Buildings and Grounds.

Roofing

License: N/A
Apprenticeship: 2 year recognized program
Experience: 3 years as a roofer
Formal Training: N/A
Skill Assess Act: Administered by District's Director of Buildings and Grounds.

Technology

License: N/A
Apprenticeship: N/A
Experience: 3 years in the technology field
Formal Training: Completion of a formal program in computer technology
Skill Assess Act: Administered by District's Director of Buildings and Grounds.

III. Provisions:

- A. Any individual now serving in the master maintenance category prior to July 1, 1996 would continue in that category (grandfathered).
- B. Maintenance employees employed before July 1, 1996 may apply for the master maintenance title providing they meet the required criteria and will receive the appropriate stipend upon successful completion of the criteria.
- C. For employees employed after July 1, 1996
 1. A six-month probationary period between the time a person begins employment as a maintenance person and the time that person can be moved to the category of master maintenance.
 2. An employee meeting the criteria of master maintenance may request to be moved to the next vacant 'master maintenance' position providing he meets the category criteria i.e., plumbing, electrical, etc. when that position becomes vacant.
- D. A maintenance person may qualify for only one master-maintenance stipend.

Stipends

	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
2 nd Shift	489	489	489	489	489	489
3 rd Shift	671	671	671	671	671	671
Black Seal	921	921	921	921	921	921
Grounds Maintenance	1,133	1,133	1,133	1,133	1,133	1,133
Pool Maintenance	1,834	1,834	1,834	1,834	1,834	1,834
Maintenance	1,698	1,698	1,698	1,698	1,698	1,698
Master Maintenance	4,248	4,248	4,248	4,248	4,248	4,248
Early Childhood Head Custodian	1,834	1,834	1,834	1,834	1,834	1,834
Middle School Head Custodian	1,834	1,834	1,834	1,834	1,834	1,834
High School Head Custodian	2,139	2,139	2,139	2,139	2,139	2,139
Head of Maintenance	2,445	2,445	2,445	2,445	2,445	2,445

In the event that the Director of Plants/Facilities determines that an employee shall receive a Black Seal License, the Board of Education will pay the cost of the course and the textbook. The textbook is to remain at the custodian's assigned building.

ARTICLE XXVII

LONGEVITY

- A. In each year of this Agreement, employees having completed the required number of years of service in their position shall have the applicable longevity payment, specified below, added to their base salary. Part-time employees shall have their applicable entitlement calculated by multiplying the applicable payment to the employee's full time percentage (FTE%). Thus, in year 2008-2009, a 60% employee having commenced his/her 20th year as a paraprofessional would be entitled to have \$420 added to her base salary (calculated as \$700 x .60 = \$420).
- B. These senior service/longevity increments are over and above the salary guide.

Custodians

Beginning	08-09	09-10	10-11	11-12	12-13	13-14
15 years	\$1,350	\$1,350	\$1,350	\$1,350	\$1,350	\$1,350
20 years	\$1,725	\$1,725	\$1,725	\$1,725	\$1,725	\$1,725
25 years	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100
30 years	\$2,475	\$2,475	\$2,475	\$2,475	\$2,475	\$2,475

Paras

Beginning	08-09	09-10	10-11	11-12	12-13	13-14
15 years	\$500	\$500	\$500	\$500	\$500	\$500
20 years	\$700	\$700	\$700	\$700	\$700	\$700
25 years	\$900	\$900	\$900	\$900	\$900	\$900
30 years	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100

Secretaries

Beginning	08-09	09-10	10-11	11-12	12-13	13-14
15 years	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700
20 years	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200
25 years	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800
30 years	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
35 years	\$4,300	\$4,300	\$4,300	\$4,300	\$4,300	\$4,300
40 years	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200

ARTICLE XXVIII

SALARIES

ARTICLE XXIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2014. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

PHILLIPSBURG EDUCATION ASSOCIATION, INC.

PHILLIPSBURG BOARD OF EDUCATION

BY _____
PRESIDENT

BY _____
PRESIDENT

BY _____
SECRETARY

BY _____
SECRETARY

DATE _____