

JUNE 22, 2010

AGREEMENT  
BETWEEN  
THE PENNS-GROVE-CARNEYS POINT REGIONAL  
SCHOOL EMPLOYEES ASSOCIATION  
AND  
THE PENNS GROVE-CARNEYS POINT REGIONAL  
BOARD OF EDUCATION

July 1, 2009, through June 30, 2012

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE NUMBER
	PREAMBLE	1
1	RECOGNITION	1
2	NEGOTIATIONS OF A SUCCESSOR AGREEMENT	2
3	GRIEVANCE PROCEDURE	3
4	RIGHTS OF EMPLOYEES	7
5	RIGHTS OF THE BOARD OF EDUCATION	8
6	ASSOCIATION RIGHTS AND PRIVILEGES	8
7	SECRETARIAL AND CUSTODIAL WORKING CONDITIONS	10
8	AIDES' AND CAFETERIA EMPLOYEE'S WORKING CONDITIONS	15
9	TEACHING HOURS AND TEACHING LOAD	16
10	TEACHER REDUCTION IN FORCE	22
11	LAYOFF PROCEDURES FOR AIDES	23
12	NON-TEACHING DUTIES	24
13	EMPLOYMENT	26
14	SALARIES	26
15	EMPLOYEE ASSIGNMENT	28
16	VOLUNTARY TRANSFERS AND REASSIGNMENTS	29
17	INVOLUNTARY TRANSFER AND REASSIGNMENTS	29
18	PROMOTIONS	30
19	ADULT SCHOOL, SUMMER SCHOOL, HOME TEACHING, AND FEDERAL PROGRAMS	31
20	EVALUATION	31
21	TEACHER FACILITIES	32
22	EMPLOYEE-ADMINISTRATION LIAISON	32
23	INSTRUCTIONAL COUNCIL	32
24	SICK LEAVE	33
25	TEMPORARY LEAVES OF ABSENCE	33
26	EXTENDED LEAVES OF ABSENCE	35
27	SABBATICAL LEAVES FOR TEACHERS	37
28	EMPLOYEE INCENTIVE PROGRAM	39
29	PROTECTION OF EMPLOYEES, STUDENTS, AND PROPERTY	42
30	MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE	42
31	INSURANCE PROTECTION FOR ELIGIBLE EMPLOYEES	42
32	PERSONAL AND ACADEMIC FREEDOM	46
33	DEDUCTION FROM SALARY	46
34	SEVERANCE BONUS FOR EMPLOYEES	47
35	EMPLOYEE SAFETY	48

TABLE OF CONTENTS, continued

	<b>CAFETERIA EMPLOYEES' PROVISIONS</b>	
36	SENIORITY	49
37	DIVISION OF WORK	50
38	PHYSICAL QUALIFICATIONS	50
39	LUNCH AND REST PERIODS	50
40	WASH ROOMS AND LUNCH AREAS	50
41	ASSOCIATION INSPECTION	51
42	POSTING NOTICES	51
43	DISMISSALS AND LAYOFFS	51
44	SALARIES	52
45	UNIFORMS	52
46	INSURANCE PROTECTION	53
47	CALL BACK TIME	54
48	DISCRIMINATION	54
49	SICK LEAVE AND OTHER TEMPORARY LEAVE	54
50	INSERVICE PROGRAM	56
51	END OF YEAR RESPONSIBILITIES	56
	<b>ALL UNIT MEMBERS</b>	
53	MISCELLANEOUS PROVISIONS	57
54	DURATION OF AGREEMENT	58
	<b>SCHEDULES</b>	
A-1	TEACHERS' SALARY GUIDE – 2009-2010	59
A-2	TEACHERS' SALARY GUIDE – 2010-2011	60
A-3	TEACHERS' SALARY GUIDE – 2011-2012	61
B	EXTRACURRICULAR ACTIVITIES - 2009-2010, 2010-2011 and 2011-2012	62
C	COACHING - 2009-2010, 2010-2011 and 2011-2012	64
D-1	CUSTODIAL- MAINTENANCE PERSONNEL SALARY GUIDE – 2009-2010	65
D-2	CUSTODIAL- MAINTENANCE PERSONNEL SALARY GUIDE - 2010-2011	66
D-3	CUSTODIAL- MAINTENANCE PERSONNEL SALARY GUIDE – 2011-2012	67
E-1	SECRETARIES' SALARY GUIDE -2009-2010	68
E-2	SECRETARIES' SALARY GUIDE -2010-2011	69
E-3	SECRETARIES' SALARY GUIDE -2011-2012	70
F-1	INSTRUCTIONAL AIDES' SALARY GUIDE – 2009-2010	71
F-2	INSTRUCTIONAL AIDES' SALARY GUIDE – 2010-2011	72
F-3	INSTRUCTIONAL AIDES' SALARY GUIDE – 2011-2012	73
G	NON-INSTRUCTIONAL AIDES' SALARY GUIDE - 2009-2010, 2010-2011 and 2011-2012	74

TABLE OF CONTENTS, continued

H-1	CAFETERIA HOURLY RATES FOR ALL EMPLOYEES HIRED ON OR BEFORE SEPTEMBER 1, 1991 - 2009-2010, 2010-2011 and 2011-2012	75
H-2	CAFETERIA HOURLY RATES FOR ALL EMPLOYEES HIRED AFTER SEPTEMBER 1, 1991 - 2009-2010, 2010-2011 and 2011-2012	75
H-3	CAFETERIA - MISCELLANEOUS COMPENSATION PROVISIONS	75
	APPENDIX A - CAFETERIA EMPLOYEES' HEALTH BENEFITS ENTITLEMENTS	76

## PREAMBLE

This Agreement entered into this first day of July 1, 2009, between the Penns Grove-Carneys Point Regional Board of Education, hereinafter called the "Board", and the Penns Grove-Carneys Point School Employees Association, hereinafter called the "Association" wherein it is mutually agreed as follows:

### ARTICLE 1 RECOGNITION

A. The Penns Grove-Carneys Point Regional Board of Education recognizes the Penns Grove-Carneys Point School Employees Association as the sole and exclusive representative concerning the terms and conditions of employment for the following employees under contract or on leave granted by the Board of Education:

1. All certified personnel
2. All full-time and part-time permanent secretaries, clerks, custodians, maintenance personnel, and computer technicians
3. All full-time and part-time permanent aides and district mail person
4. All regularly-employed cafeteria employees

Excluded are:

1. Professional administrators
2. Confidential or supervisory personnel
3. Per diem employees
4. Bus Drivers
5. Buildings and Grounds Supervisor
6. Food Service Director
7. Secretary to the Business Administrator
8. Facilities Operations Coordinator

B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement, shall refer to all recognized employees represented by the Association in the negotiating unit as defined above. Also, the term "custodian" shall apply to custodian, groundskeepers, maintenance and technical personnel unless otherwise indicated.

C. Full-time definition

1. Full-time employees shall be defined as those employees who work more than twenty-five (25) hours per week on a regular basis, except as modified below and in Article 31. All other employees shall be considered part-time.
2. If a non-instructional aide agrees to work more than 25 hours per week, she/he shall be considered part-time for the purposes of this section and Article 31. However, a non-instructional aide who averages 30 hours per week shall be covered by 3. below.

3. Any part-time non-instructional aide who averages 30 hours per week in any given school year shall automatically be considered full-time in the following school year if she/he continues to work more than 30 hours per week.
  4. For part-time unit members other than part-time non-instructional aides: occasional use of part-time employees over twenty-five (25) hours shall be permitted if extra hours are voluntary, however, any such part-time employee who averages twenty-seven and one-half (27 ½) hours per week shall automatically be considered full-time in the following school year.”
  5. C. 1. through 4. above makes no change in the food service qualification for benefits.
- D. Any employment advantaged enjoyed by the current computer technician in excess of those provided herein will continue as long as that employee continues in that position. Generally, computer technicians will be considered the same as custodial and maintenance employees for the purpose of this Agreement. Other than work day/work hours, the district mail person will be considered the same as non-instructional aides for the purpose of this Agreement.

ARTICLE 2  
NEGOTIATIONS OF A SUCCESSOR AGREEMENT

- A. All negotiations shall be as provided in accordance with the provisions of Chapter 123 of the Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the conditions of employment.
- B. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.
- C. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it must subsequently be ratified by the Board of Education in order for any such Agreement to be binding upon the Board. Any such ratified Agreement shall be Reduced to writing, be signed by the Board and the Association and be adopted.
- 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.

ARTICLE 3  
GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a claim by an employee, or a representative of employees based upon the interpretation, application, or violation of this Agreement, policies or administrative decision affecting them.
2. An aggrieved person is a person or persons making the claim.
3. A grievance to be considered under this procedure must be initiated by the employee thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence and be signed by all parties in interest when first submitted in writing. If the grievance is a class action involving six (6) or more people, individual signatures shall not be required, but a list of names of those people affected shall be submitted with the grievance.

B. Purpose

1. The purpose of these procedure is to secure solutions to problems affecting terms and conditions of employment of employees at the lowest possible level.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter formally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association.

C. Procedure

1. 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. The time limits may, however, be extended by mutual agreement. If a grievance is not processed within proper time limits by the aggrieved Association, the grievance is automatically denied and dropped.
2.
  - a. Failure at any step of these 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 these procedures 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.
  - b. 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.

3. Level One

Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level.

4. Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within (7) calendar days, he/she shall set forth his/her grievance in writing to the immediate supervisor specifying:

- a. The nature of the grievance including the date it occurred;
- b. The nature and extent of the injury, loss or inconvenience;
- c. The specific contract provision, board policy or administrative decision being grieved;
- d. The results of previous discussions;
- e. Dissatisfaction with decisions previously rendered.

The immediate supervisor shall communicate his/her decision to the employee in writing within seven (7) calendar days of receipt of the written grievance.

5. Level Three

The employee, no later than seven (7) calendar days after receipt of the immediate supervisor's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the supervisor as specified above and his or her dissatisfaction with decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed twenty (20) calendar days. The Superintendent shall communicate his/her decision in writing to the employee and the principal or immediate supervisor.

6. Level Four

If the aggrieved person is not satisfied with the resolution of the grievance at Level Three, then the grievance shall be submitted to the Board of Education within seven (7) calendar days of receipt of the decision of the



Superintendent and the Board shall render a decision in writing within thirty (30) calendar days after the submission of grievance to Level Four.

The Association can request an appearance before the Board. The Board will decide if an appearance is appropriate on a case-by-case basis. The appearance shall be limited to fifteen (15) minutes. When an appearance occurs, the Board shall render a decision within thirty (30) calendar days of the appearance.

7. Level Five

If the aggrieved person is not satisfied with the decision of the Board or if no decision has been rendered by the Board within thirty (30) calendar days, the aggrieved person or the Association shall advise the Board in writing of its intent to arbitrate. Such notice shall be sent within fourteen (14) days of receipt of the Board's decision or within forty-four (44) calendar days without a Level 4 response by the Board.

Within fourteen (14) calendar days after receipt of the Association's notice to arbitrate, the Board or its representative and the Association or its representative should attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within an agreed upon period, the following procedure shall be used to obtain the services of an arbitrator.

- a. A request will be made to the New Jersey Public Employment Relations Commissions (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the New Jersey Public Employment Relations Commission (PERC) to submit a second roster of names.
- c. If the parties are unable to determine, within ten (10) calendar days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the New Jersey Public Employment Relations Commission (PERC) may be requested by either party to designate an arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Executive Committee and shall hold hearings promptly and shall issue his decision not later than ten (10) calendar days from the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his finds of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay the cost of the substitute. The time lost by an employee must be either without pay or charged to personal time.

D. Rights to Representation

Any grievant may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall be notified and have the right to be present and to state its views at all formal steps of the grievance procedure.

E. Miscellaneous

1. All decisions above Level One shall be in writing. The complete file of decisions and appeals shall be transmitted to the next level.
2. All documents, communications and records dealing with the procession of a grievance shall be filed in a separate grievance file in the office of the Superintendent of Schools.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedures.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
5. If the offending action or jurisdiction of any grievance is averred by the Association to be at the district level then the grievance may be initiated at Level Three or Level Four as appropriate.

ARTICLE 4  
RIGHTS OF EMPLOYEES

- A. No pupil grade shall be changed without consulting with the teacher, if a grade is changed, the teacher shall be notified in writing.
- B. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- C. Teachers may leave their buildings during preparation periods with the knowledge and permission of the Principal.
- D. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations.
- E. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Laws or any applicable laws and regulations.
- F. Employees covered by the Agreement shall have an automatic entitlement to representation under the following circumstances:
  - 1. At a "Hicks Hearing" regarding non-tenure non-renewal of contract.
  - 2. Any investigatory interview which could lead to discipline according to the tenets of the Weingarten Doctrine.
  - 3. All steps of the grievance procedure
  - 4. At any meeting regarding an involuntary transfer
  - 5. When required to appear before the Board of Education or any committee or member thereof for any matter which could adversely affect employment or salary.
- G. Employees covered by the Agreement shall not have an automatic entitlement to representation under the following circumstances:
  - 1. Evaluation conferences
  - 2. Reprimands
  - 3. Upon receipt of a "Rice" notice
  - 4. Any other meetings with supervisors unless the meeting is an investigatory interview which could lead to disciplinary action.

ARTICLE 5  
RIGHTS OF THE BOARD OF EDUCATION

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
1. To direct employees of the school district.
  2. To hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees.
  3. To relieve employees from duty because of lack of work or for other legitimate reasons.
  4. To maintain the efficiency of the school district operations entrusted to them.
  5. To determine the means and personnel by which such operations are to be conducted.
  6. To take whatever actions may be necessary to carry out the missions of the school district in situations of emergency.
  7. All tenured and/or certified employees covered by this Agreement are required to give sixty (60) days notice of their intention to resign, unless the Board of Education specifically waives the required notice, in which case no disciplinary action may be taken against the employee.
  8. Non-certificated, non-tenured employees are required to give two (2) weeks' notice of intent to resign. Failure to provide such notice could result in a penalty of one (1) day of pay for each workday the employee is deficient in notice. The Board may deduct this penalty from any employee's moneys they hold or seek amounts due through a collection process.

ARTICLE 6  
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board shall make available to the Association any information in the public domain regarding financial data. The Board will also make available information which may be necessary for the Association to process any grievance.
- B. Whenever any representative of the Association or any employee is scheduled by the Board to participate during work hours in negotiations he shall suffer no loss in pay.

- C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association shall have reasonable space on all existing bulletin boards in areas used exclusively by employees.
- E. The President and members of the Association's Executive Committee may be permitted to leave their buildings to conduct Association business during their preparation period or break time and during the time that members are required to stay in school following dismissal of the students with the permission of the principal or his designee and the approval of the principal of the building to which they are going. This permission would not apply when staff meetings or parent conferences are scheduled.
- F. The Association will submit to the Superintendent prior to December 1st of each year its recommendations with respect to the school calendar for the ensuing year.
- G. At the orientation programs operated by the Board of Education for new teachers, up to one-half (1/2) hour shall be set aside for the presentation of the Association program.
- H. The Board shall grant one (1) 1:45 p.m. dismissal to all unit members for the purpose of ratification. The date for the meeting will be decided by the Association and the District Administrator with the approval of the Board. Any bargaining unit member who has not completed his or her scheduled work shift shall return to duty at the end of the meeting and finish his or her required time.
- I. The Association shall have the right to reasonable use of the inter-school mail facility and school mailboxes. Except for routine announcements all other materials shall be in sealed envelopes. There shall be a dedicated E-mail address provided to the Association linked to the District's server.
- J. The Association shall have the right to reasonable use of a computer system, copier, fax, and an audio-visual unit, subject to paying for any incurred costs.
- K. The Association President or his/her designated representative shall have the right to utilize up to five (5) working days to conduct Association business. These days shall not be taken contiguous to holiday or vacation periods and the Association shall reimburse the Board for the cost of substitutes utilized on said days. Notification of the use of such days shall be made directly to the Superintendent five (5) days in advance except in case of emergency.
- L. The Association and its representatives may be permitted to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Application for use of facilities shall be filed according to Board policy.

ARTICLE 7  
SECRETARIAL AND CUSTODIAL WORKING CONDITIONS

A. Work Year

1. The work year of twelve (12) month secretarial and custodial employees shall commence July 1 through June 30.
2. The work year for ten (10) month secretaries shall be September 1 through June 30, except for elementary schools wherein it may be scheduled by the administration to be one (1) week less at the end of June and one (1) week more at the end of August.

B. Holidays

1. Holidays under this article shall be the day said holiday is celebrated, not necessarily the exact calendar day indicated.

2. TWELVE (12) MONTH CUSTODIANS

- a. New Years Day, Lincoln's Birthday, Easter vacation shall be two (2) work days contiguous to the Easter holiday weekend, i.e.: Thursday and Friday, Friday and Monday, Monday and Tuesday, Memorial Day, Independence Day, Veterans' Day, Christmas Day Thanksgiving (and the day after), Washington's Birthday, Columbus Day, Martin Luther King Day, Labor Day.

Effective after the date of ratification of the 2009-2012 Agreement, these shall be the holidays: New Years Day, Presidents' Day – 2 days (the Friday before Presidents' Day and Presidents' Day itself), Easter vacation (two (2) work days contiguous to the Easter holiday weekend, i.e.: Thursday and Friday, Friday and Monday, Monday and Tuesday), Memorial Day, Independence Day, Veterans' Day, Christmas Day, Thanksgiving (and the day after), Columbus Day, Martin Luther King Day, Labor Day.

- b. If a scheduled holiday is not given on the named day, compensatory time will be given within sixty (60) working days.
- c. For twelve (12) month custodial employees the working day before and the working day after Christmas will be granted as a holiday. If the working day before Christmas is a school day requiring such employees to be present, then an additional day will be granted after Christmas as a holiday.
- d. In addition to the holidays listed above, Computer Technicians shall have the same "winter recess" break as teachers.

3. SECRETARIES

- a. All secretaries shall have the same holidays as teachers during the school year.
- b. During the summer twelve (12) month secretaries shall have the same holidays as custodians.

C. Vacation Twelve (12) Month Secretarial and Custodian Employees

- 1. Vacation schedule for twelve (12) month personnel.  
All current 12-month personnel shall be grandfathered.

Years of Service in District

Complete 1 year.....	1 week
2 to 5 years.....	2 weeks
6 to 10 years.....	3 weeks
11 to 20 years.....	4 weeks
Over 20 years.....	5 weeks

- 2. Vacations shall be approved by the Administration consistent with the operational needs of the District. Nothing herein prevents vacation during the school year subject to the operational needs of the District and written permission of the Superintendent. Vacation may not be accumulated or carried over without the express approval of the Superintendent or his/her designee.
- 3. No more than one (1) custodian per building may be on vacation at any time. All vacations must be scheduled with approval of supervisor and must not conflict with the needs of the school district.
- 4. Whenever a legal holiday falls during a scheduled vacation this shall not be considered as a vacation day and shall not be subtracted from the employee's vacation time.
- 5. All vacations shall be with regular pay. Employees may be paid in advance if requested for the vacation period, provided twenty (20) days notice is given to the District Business Office.
- 6. If an employee resigns, earned vacation shall be paid according to the proportion of full months worked to the total contract year unless notice has not been given.
- 7. Nothing herein prevents vacation during the school year subject to the operational needs of the district and written permission of the Superintendent.

8. All vacation entitlements shall be credited on the July 1<sup>st</sup> after they are earned.

The vacation entitlement for a new employee shall be prorated to the time worked in that first year and be credited on the July 1 which follows the first day of the employee's employment. One day worked in a month equals a month for the calculation purpose. The prorated amount will be calculated to the next half day amount. For example, if an employee begins employment on January 1, he/she will be eligible for 6/12ths of the 1 week vacation, or 2 and ½ days.

D. Tenure

Employees will be granted tenure in accordance with statute.

E. Call-back Time

Each employee who is called back to work other than during his/her normal work schedule shall be guaranteed a minimum of two (2) hours of pay.

F. Coffee Breaks

1. Providing clerical coverage is present, each full-time clerical employee shall be scheduled a fifteen (15) minute coffee break during the first half of the full workday and another fifteen (15) minutes during the last half of a full day.
2. Each full-time custodian shall be scheduled a fifteen (15) minute coffee break during the first half of a full workday and another fifteen (15) minutes during the last half of a full workday.

G. Overtime for Custodians, Secretaries and Maintenance Employees

1. Pay shall be at one and one-half (1-1/2) of the hourly rate for work performed above forty (40) hours per week and double time for work above forty-eight (48) hours. Nothing herein precludes mutual substitution of compensatory time for such overtime. The workweek shall be Monday through Sunday for computation of overtime.
2. The formula for calculating the hourly rate of pay is as follows:

Custodian 12-month	salary/2080 hours
Secretary 12-month	salary/1680 hours
Secretary 10-month	salary/1400 hours
3. Custodial and Maintenance employees who are told to report for work on days when schools are closed due to inclement weather shall receive time and one half for hours worked in addition to their regular pay.



4. By November 15<sup>th</sup> each year District Office Administration will provide all custodial and maintenance employees with procedures to be followed on inclement weather days including when to report, who calls, where to report, who is in charge, etc.
5. Secretaries who volunteer to work during a holiday or school closing shall receive time and one half per hour worked or be entitled to compensatory time.

H. Altered Lunch Periods - Secretaries

If an emergency situation arises, a secretary will be granted released time in lieu of lunch provided the Superintendent's permission is secured in advance. On early pupil dismissal days when teacher attendance will not be required after pupil dismissal, all secretaries will have a one-half (1/2) hour lunch period and be dismissed for the day ten (10) minutes after teachers are dismissed.

I. N.J.E.A. Convention

1. The Board shall allow two (2) days for secretaries to attend N.J.E.A. Convention.
2. Custodial personnel who are on the Executive Committee of the Association or who are Senior Association Representatives shall be allowed to attend the N.J.E.A. Convention with pay.

J. Workday

1. The workday for secretaries shall be seven (7) hours exclusive of the sixty (60) minute lunch period, except, as of June 2001, the workday for secretaries shall be six and one half (6 ½) hours exclusive of a thirty (30) minute lunch period beginning the first full week of summer recess for students and teachers until the end of the last full week of summer recess.
2. The workday for custodians shall be eight (8) hours exclusive of a lunch period which shall be 60 minutes for custodians on day shift, 1/2 hour for custodians on evening shift. Work shifts shall be established at the beginning of each school year by the school business administrator.
3. When schools are closed due to inclement weather or other emergency situations, building based secretaries shall be dismissed 15 minutes after the teachers. Central Office secretaries shall be dismissed in the same manner as elementary school secretaries.

K. Custodian Shift Differential

Employees whose shifts start at 11:00 a.m. or later shall receive a per hour differential of \$.70. Lead Custodians shall receive a per hour differential of \$1.35.

L. Uniforms

1. The Board shall provide each newly employed custodian, groundskeeper and security aide with three (3) approved uniforms, subject to the procedures and limitations described in Paragraph 4. hereof.
2. Employees shall be reimbursed for the actual cost of two (2) additional uniforms each year, subject to the procedures and limitations described in Paragraph 4. hereof.
3. The Board shall not be required to provide the three (3) uniforms to employees, until the employee has satisfactorily completed a sixty (60) day probationary period. The subsequent two (2) uniforms shall be provided to new employees on the anniversary of the completion of their probationary period.
4. The type of uniform, the acquisition procedure and cost limitations will be established by the School Business Administrator after consultation with the Association. Cleaning and maintenance of the uniforms will be the responsibility of the employee. Uniforms will be kept clean, neat and in good repair at all times by the employee and will be worn during all normal work hours.
5. The Board shall provide all custodial, maintenance, groundskeepers and security aides with one (1) pair of shoes each year, subject to the procedures and limitations described in paragraph four (4) hereof. Employees must wear the shoes while on the job.

M. Salary Calculation Upon Transfer

Transferees between ten (10) month and twelve (12) month secretarial positions shall be a lateral\_move. However, in the case of an involuntary transfer of a twelve (12) month secretary to a ten (10) month position, their salary will be "red circled" until application of the above formula would result in a higher salary.

- N. In the case of temporary transfers lasting at least (1) day, from one job category or shift to a job category or shift requiring a higher rate of pay, the employee transferred to the higher paying position shall receive the wages regularly paid for the higher job category for all time utilized.

O. Custodians' Boiler License

1. All custodians must have or acquire a black seal boiler license within 18 months after their date of hire. They will have two (2) opportunities, consecutive to obtain their license. Failure to do so will result in immediate termination without any further cause.

2. The Board will reimburse custodians seeking a Black Seal Boiler License, or other job related licenses, the class costs such as tuition, fees, and books, for one time.
- P. Employees may be required to perform light duty when they have been out due to injury. The Board shall have the right to assign modified duty to a staff member provided such duty does not diminish time regularly assigned to another unit member. The Administration will consult with the Association on the light duties to be assigned.

ARTICLE 8  
AIDES' AND CAFETERIA EMPLOYEES' WORKING CONDITIONS

AIDES

A. WORK YEAR

Aides work year will be all days on which pupils are in attendance. The regular work day for security aides shall be 7 1/2 plus 1/2 hour duty free lunch plus two (2) fifteen (15) minute breaks each day (except on early dismissal days). The regular work day for specialists and instructional aides will be 6 1/2 hours plus 1/2 hour duty-free lunch. Early dismissal days will be the same as teachers except for parent conference days when such aides may leave once students have been dismissed. In the event an instructional or specialist aide is requested to stay for parent conferences, he/she will be compensated at the rate of \$10.00 per hour.

B. OVERTIME

1. Hours for overtime, docking, etc. - For security aides the hourly rate will be determined by using 1365 hours, for instructional and specialist aides 1183 hours will be used.
2. Overtime pay for aides shall be calculated at time and one half for all hours in excess of forty (40) hours in any full work week.

C. The normal work week for aides shall consist of five (5) consecutive work days.

D. Aides shall be allowed to attend the annual N.J.E.A. Convention, but shall not be compensated for such days.

CAFETERIA EMPLOYEES

A. The regular work week for cafeteria employees shall be Monday through Friday. Hours of work shall be determined by the needs of the lunch program of the District. Beginning September 1, 1993, a full day shall be 7 1/2 hours, anything less shall be considered part time. Overtime shall be paid at the rate of 1 1/2 pay for all hours

worked in excess of 7 1/2 hours per day or 37 1/2 hours per week. Hours worked on Saturday will be paid at 1 1/2 pay, and Sundays will be at double time rate.

- B. Thanksgiving and Christmas days shall be paid holidays. Holiday pay shall be computed by multiplying the employees straight time hourly rate by the number of hours that they are normally scheduled.
- C. To be eligible for holiday pay, an employee must be a member of the regular work force and have worked the last scheduled day before the holiday and the first scheduled day after the holiday. If an employee is sick or absent in a verifiable emergency and provides acceptable documentation they will be paid their Holiday Pay.
- D. Work Year and Training-Preparation Day
  - 1. The work year for cafeteria employees will be a maximum of one hundred eighty-two (182) days. One of these days will be the weekday (but not Labor Day) prior to the commencement of the student school year.
  - 2. In addition to a. above, unit members may be required to attend one (1) training/preparation meeting during the last two (2) weeks of August each year. The date for said meeting will be provided to unit members on or before June 1 each year. Unit members shall be paid their regular hourly rate for said attendance.

ARTICLE 9  
TEACHING HOURS AND TEACHING LOAD

- A. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-five (185) days.
  - 1. The in-school year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.
  - 2. There shall be early dismissals the day before Thanksgiving Day, the day before the Winter recess, the day before Spring recess and the last three (3) student days of the school year. Teachers may be required to remain until the end of the regular pupil day the last three (3) students days of the year to complete required closing duties. No required in-service training or other meetings not directly related to the closing of the school year shall be scheduled during these three (3) days.
- B. Child Study Team teacher-members shall be excluded from the provisions of this Article. Their workday shall be seven and one half (7 and 1/2) hours inclusive of a half hour duty free lunch.

1. Child Study Team members may choose to receive compensatory time for meetings held after work hours.
  2. Child Study Team Members shall have early closing sessions in the same manner as classroom teachers when teachers attendance is not required after the early closing.
  3. Child Study Team members shall be eligible for four (4) weeks paid vacation allowance each school year which may be utilized as per practice, except that any Child Study Team member appointed after July 1st or who retires or resigns shall receive a pro-rated vacation allowance in their initial/final school year of employment. Any unused vacation entitlement an employee may have upon termination will be paid within thirty (30) days of the employee's final day of work.
- C. Teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
1. As a matter of safety, teachers shall be required to sign in and out at all schools by the time designated by the administrator of the school which shall be no earlier than fifteen (15) minutes before the pupil day begins, if that teacher has a duty and ten (10) minutes before if they do not have a duty.
  2. Employees who fail to sign in by the designated time and do not respond to a page or are not otherwise accounted for shall be subject to the following corrective procedure each year:
 

Lateness 1	Notice of lateness form completed by staff member
Lateness 2	Notice of lateness form completed by staff member
Lateness 3	Notice of lateness form completed by staff member Conference with building principal. Staff member may have an Association representative. Letter sent to staff member for inclusion in personnel file.
Lateness 4	And all thereafter for the duration of the year Salary shall be docked in 1/2 hour increments based on the prevailing extra pay rate per hour
  3. The arrival and departure times for all teachers shall be designated in accordance with the work day limits expressed herein.
  4. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave 25 minutes after the close of the pupils' school day, except as otherwise designated in this Article. On Fridays or on the days preceding holidays or vacations, the teachers' day shall end ten (10) minutes after the close of the pupils' day except on those days when teacher attendance is required for in-service training, parent conferences, back to school nights, etc.

- a. If teachers are block scheduled they may leave 15 minutes after the pupils on regular school days and 10 minutes after pupils on Fridays, and at the same time as pupils on days preceding holidays or vacation periods.
  - b. Teachers may be required to attend one (1) back to school night or its equivalent each year with no additional compensation.
  - c. Teachers required to attend parent conferences at night shall receive released time in the manner currently provided.
  - d. Once a teacher has completed their last parent teacher conference, they shall be permitted to leave.
5. Any teacher who is required by his/her Principal or a District Administrator to work beyond said work day shall be compensated at the rate of \$28.00 per hour.
6. Teachers who voluntarily take part in District sponsored , not County sponsored, summer in-service training programs, shall be compensated at a rate of \$28.00 per hour.
- D. Except for emergencies, employees may leave the building without requesting permission during their scheduled duty-free lunch periods, but shall sign in and out.
- E. Building-based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending building, faculty meeting or other professional meetings one (1) day each month, plus eight (8) in-service after school training sessions. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall last for no more than sixty (60) minutes.
- 1. Teacher meetings which take place after the regular in-school work day and require attendance, shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.
  - 2. An Association representative may speak to the teachers after any meeting referred to in paragraph 1 above for at least ten (10) minutes at the request of the representative.
  - 3. The notice of, and agenda for any teacher meeting shall be given to the teachers involved at least four (4) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda. If a scheduled meeting is changed or canceled with less than two (2) days' notice, except for illness or emergency, the meeting shall count as one of the required meetings.

- F. Classroom teachers shall, in addition to their lunch period, have preparation time during which they shall not be assigned to any other duties as follows except on field trip days, full in-service days, parent conference days, early closing days, fun day, field days and parent teacher meetings. If specialist coverage is not readily available on parent conference days and early dismissal days, the schedules should be adjusted to provide equal preparation time to the extent that it is possible.
1. Elementary School--No less than one hundred fifty (150) minutes per full school week.
  2. Middle School--Five (5) class periods per full week, or not less than two hundred fifteen (215) minutes per full school week.
  3. Grades 9-12--Five (5) class periods per full week, or no less than two hundred twenty-five (225) minutes per full school week.
  4. If a teacher is block scheduled their regular prep period shall be ninety (90) minutes or the same as a regular block schedule period if the block schedule period is less.
  5. Preparation time for certified staff members who are not regular classroom teachers is as follows:
    - a. CST and nurses do not receive preparation time.
    - b. Other than a. above, teachers who teach in just one building have the same preparation time as the relevant provision in 1., 2. or 3. above.
    - c. All teaching staff members of the bargaining unit who are required to make lesson plans, teach classes, provide grades, and maintain a space in two buildings will have no less than 190 minutes of preparation time in a week.
  6. Any teacher who is assigned AV Coordinator duties and who does not receive a stipend under Schedule B. shall receive an additional 40 minutes of preparation time per full school week.
  7. Preparation Periods and IEP Conferences
    - a. To the extent possible, the administration will endeavor to have IEP conferences scheduled after student dismissal.
    - b. In the interpretation of Article 9, F., if a parent who is scheduled to be at an IEP conference during a teacher's scheduled preparation period does not attend that IEP conference, this meeting will not constitute a "parent teacher meeting" within the definition of that term and such teacher shall be compensated pursuant to Article 9, G. 2. Parent

participation via telephone constitutes “attendance” for the purposes of this agreement.

- c. If a teacher loses more than one (1) preparation period in a week as a result of attendance at an IEP conference, he/she shall be compensated for the lost preparation period beyond one (1) at the relevant rate set in Article 9, G. 2.

G. The practice of using regular teachers as substitutes, thereby depriving them of their preparation period, is undesirable and shall be discouraged. In those cases where substitutes are not available, teachers who volunteer may be used as substitutes during their non-teacher time (non-teaching time does not apply to the teacher's lunch period). Teachers may also be assigned to serve in this manner. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among both volunteer and assigned teachers in said school.

- 1. A uniform record keeping system shall be developed and employed and a log showing coverage assignments will be presented to the Association at the end of each month.
- 2. Teachers who lose their scheduled preparation time because specialists or substitutes are not available or who otherwise act as substitutes shall be compensated as provided below. Volunteers and non-volunteers including those losing preparation time to serve as substitutes shall receive compensation. The only teachers who shall receive compensation for a duty while not on preparation time shall be those teachers at the High School and Middle School who are called from their regularly scheduled duty to cover a lunch duty. Those teachers who are assigned from duty to teach a class shall be paid at no less than the current rate.

	Teachers on prep	Not on prep time for H.S. & M.S. Lunch Duty
Less Than ½ Period	\$10	\$ 5
One Half to Full Period	\$20	\$10
Double Period or Block	\$40	\$20

3. INTERNAL SCHOOL SUSPENSION (ISS)

If ISS is utilized at the High School, it will be an assigned duty with the right of first refusal. The duty shall have a stipend \$1000 per semester. If ISS is utilized at the Middle School, that duty shall also pay a stipend of \$500 per semester.

- 4.. Coverage vouchers shall accumulate and be paid twice a year, the first pay in January and the second pay in June.



- H. Teacher participation in extra-curricular activities which extend beyond the regular scheduled in-school day shall be compensated according to the rate of pay and/or released time as provided for in Schedules B and C.
- I. The elementary teacher's work day shall be seven (7) hours and shall include no less than one (1) hour duty-free lunch and a maximum of 285 minutes average pupil instruction time.
- J. The middle school teacher's work day shall be seven (7) hours and eleven (11) minutes and shall include no less than forty-three (43) minutes for duty-free lunch and a maximum of 215 minutes average pupil instruction time.
- K. The high school teacher's working day shall be seven (7) hours and seventeen (17) minutes and shall include no less than twenty-seven (27) minutes for duty-free lunch and a maximum of 235 minutes average pupil instruction time.
- L. If extra instruction time is assigned it shall be paid at the rate shown below and cannot come out of preparation time. For the purpose of the foregoing sentence, teachers who are scheduled in more than one building who would normally have an assigned duty period and are requested to teach an additional class or period, will be paid for that additional instructional period at the extra instructional rate. The teachers so assigned can only be used for non-instructional duties outside of the pupil day. No more than three (3) teachers in each grade level, department, or discipline (Math, English, etc.) may be assigned or all teachers so assigned shall receive double the extra instruction rate. Effective July 1, 2010, this limit shall be increased to five (5). For purposes of this provision, Math and Science shall be considered two distinct departments in the High School, and the departmental restriction shall not apply to the Middle School.

Effective July 1, 2010, if a teacher is assigned a 6<sup>th</sup> instructional period at the High School, he/she shall be paid \$5,760 for the semester. Effective July 1, 2010, if a teacher is assigned a 6<sup>th</sup> instructional period at the Middle School, he/she shall be paid \$5,760 for the year.

- M. Assignment schedules for teacher specialists shall be functional the first pupil day of school.
- N. In-service days. orientation days/in-district training days
  - 1. On in-service/orientation days done by the district when pupil attendance is not required, the total work day for teachers shall not exceed seven hours, 15 minutes inclusive of a one (1) hour minimum duty-free lunch period. There is no preparation time on these days. Any in-service days not done by the district shall follow that agenda provided that the program cannot exceed seven (7) hours, 15 minutes total.

2. In-district training days scheduled by the District when pupil attendance is required shall be scheduled during the regular work day and shall not exceed seven (7) hours in length including one (1) hour lunch which is not provided by the District. If the normally-scheduled preparation time for a teacher on this day overlaps with the in-District training, that teacher will not receive preparation time on that day.
- O. On early pupil dismissal days when teacher attendance will be required until the normal pupil dismissal time, teachers in grades Preschool-5 shall have a one half (1/2) hour duty-free lunch period while students are in attendance and an additional one half (1/2) hour duty-free lunch period following pupil dismissal. On such days, teachers in grades 6, 7 and 8 shall have a twenty-eight (28) minute duty-free lunch period while pupils are in attendance and an additional duty-free period of fifteen (15) minutes after pupil dismissal.
  - P. On early pupil dismissal days when teacher attendance will not be required following pupil dismissal, teachers in grades Preschool to 6 will have a one half (1/2) hour duty-free lunch period and teachers in grades 7 and 8 shall have a twenty-eight (28) minute duty-free lunch period while pupils are in attendance and will be dismissed as soon as practicable but not more than ten (10) minutes after pupil dismissal.
  - Q. Traveling teachers will not be required to travel to a building solely for purpose of a duty assignment.

ARTICLE 10  
TEACHER REDUCTION IN FORCE

- A. Layoff does not apply to any teacher who is not offered subsequent employment because of unacceptable performance. If a layoff is to be for the following school year, the Board will notify the Association on or before April 30. Such notice will be in writing and will include the specific positions to be affected and the reasons for the proposed action. If requested in writing by the Association within ten (10) calendar days of receipt of such notice, opportunity will be provided for the Association to discuss the reasons for such actions and nothing herein shall preclude suggested alternatives from the Association.
- B. The procedure for reducing tenured teachers shall be in accordance with statute. Teachers due to be reduced shall be afforded opportunity to apply for a one (1) year leave of absence without pay. A subsequent year of unpaid leave of absence may also be applied for, should the teacher on reduction not be recalled. During the period of such unpaid leave, if the affected teacher is called to substitute, he or she will receive double the Board's prevailing substitute rate.
- C. Any teacher recalled by the Board shall be notified in writing by registered mail and shall have ten (10) calendar days to accept or reject employment. Failure of a

teacher to accept such employment within the above ten (10) day period shall be understood as refusal to accept the position offered.

- D. A teacher on layoff shall have service credit including unused accumulated sick leave and credit toward sabbatical eligibility frozen for such period. Upon return such service credit shall be restored.
- E. Teachers on layoff without pay, as indicated above, shall have an opportunity to maintain and/or apply for all extra service positions.

ARTICLE 11  
LAYOFF PROCEDURES FOR AIDES

A. SENIORITY IN LAYOFF

1. In the event that a reduction in force (layoff) is necessary, the principle of seniority shall apply, and such reductions shall take place with those aides with the least service in their respective job classification.
2. Three (3) seniority lists shall be developed (labeled Seniority List A, Seniority List B, and Seniority List C). Each List is the "job classification" referred to in A. above.
3. Seniority List A shall consist of instructional aides and specialist aides. This is a single list, not separately by these titles. Time spent in either position by an employee shall be counted toward seniority. Each employee's service shall be shown as months served. A day in a pay status is counted as a month of service. "Pay status" means at work, or on a paid leave of absence.
4. Seniority List B shall consist of non-instructional aides. Each employee's service shall be shown as months served. A day in a pay status is counted as a month of service. "Pay status" means at work, or on a paid leave of absence.

For each month that an aide on the B List worked, that month is counted as 1 month.

5. Seniority List C shall consist of security aides. Each employee's service shall be shown as months served. A day in a pay status is counted as a month of service. "Pay status" means at work, or on a paid leave of absence.
6. If an employee on the A List has worked in a position on the B List, she/he will appear on both List A and List B. The time worked in the A list position will count towards the B List placement, but the time worked in the B List position will not count towards the A List placement.
7. Effective July 1, 2010, the Board shall prepare said Lists and share them with the Association by October 15<sup>th</sup> each year. The parties shall reach an

agreement on said Lists by November 15<sup>th</sup> each year. The parties have agreed on Seniority Lists A and B which are in place in March of 2010.

- B. When an A List aide's position is abolished, if that aide has credited seniority greater than the lowest seniority aide on the A List, she/he shall be entitled to an A List position. If she/he is not senior to any other A List aide, she/he shall be entitled to a B List position.
- C. When a B List aide's position is abolished, if that non-instructional aide has credited seniority greater than the lowest seniority aide on the B List, she/he shall be entitled to a B List position.
- D. When a C List aide's position is abolished, if that security aide has credited seniority greater than the lowest seniority security aide on the C List, she/he shall be entitled to a C List position. In the event that no C List position is available, he/she shall be entitled to a B List position if he/she is has credited seniority greater than the lowest non-instructional aide.
- E. If a job opens in the instructional aide category within the same academic year, then a previously bumped instructional aide has first priority and may elect to return to the instructional aide category. The aide must choose to return or not return when the opportunity is offered.
- F. Any seniority and benefits to which an aide is entitled shall be frozen while an aide is on layoff until they return.
- G. If an aide is on layoff from the District, recall rights based on seniority shall continue for ninety (90) calendar days. Upon notification, the laid-off aide must return within five (5) calendar days of notification.

ARTICLE 12  
NON-TEACHING DUTIES

- A. All non-teaching duties shall be identified, assigned and posted by the building principal by the opening day of school each September. The Board will annually identify to the Association the duties assigned at the High School and Middle School. Except in case of emergency, the Board will provide the Association with thirty (30) days notice before significantly modifying the nature or extent of duties as well as the reasons for considered changes and provide an opportunity for Association input prior to its making a final decision on the changes.

Middle School lunch duty shall be rotated each marking period to the extent that such rotation does not interfere with educational judgments about class offerings or the school day placements of those offerings. Except for teachers who are in a teaching assignment or on an ISS assignment, all teachers are in the pool for such rotation of lunch duty in the Middle School.

1. Substitutes shall take the duty schedule of the teacher for whom they are substituting.
  2. All certificated members of bargaining unit except Child Study Team members, Student Assistance Counselors, Nurses, Guidance Counselors, and the Association President will be in the pool of people assigned non-teaching duties. Specialists and other unit members assigned to more than one building will be in the duty pool of their home base building only. High School and Middle School Librarians will not be in the duty pool during the school day.
  3. No certificated bargaining unit member (except those exempted from duty pool) shall have more unassigned time than any other member for the purpose of non-teaching duties unless such time is necessary for the performance of a schedule B assignment.
  4. All non-teaching duties will be rotated to the extent possible during each time period at mid-year each year, except, homeroom duty in the Middle School and High School shall be an annual assignment. No teacher will be given a second homeroom assignment until all other teachers in the duty pool have been assigned a first. Only Child Study Team members, Student Assistance Counselors, Nurses, Librarians, and the Association President are exempt from homerooms.
  5. Any teacher who refuses to perform an assigned duty shall be charged with misconduct by the Board of Education.
- B. Teachers performing non-teaching duties outside the parameters of the regular pupil day shall continue to receive equal amounts of compensatory time as currently practiced, equal amounts of released time which may be deducted from the time teachers are required to remain after the end of the pupil day. A uniform record keeping system shall be developed and employed and a log showing compensatory time earned and taken will be presented to the Association at the end of each month. Administrators will not unreasonably withhold approval of compensatory time.
- C. If the Board utilizes aides for lunch, lunch duty, recess coverage and p.m. bus duty coverage in grades Preschool-5, then when such aides are absent, teachers may be required to substitute on a rotating basis. Such requirements shall reside solely with the administration.

ARTICLE 13  
EMPLOYMENT

- A. Each employee shall be placed on his/her proper step of the salary schedule except that initial placement of employees on the salary guide shall reside with the Board subject to the limitations of the following sentences.

Upon initial hire, a new teacher shall be granted year for year credit on the salary guide up to the step which represents five (5) years on the guide for prior New Jersey public school experience gained while the teacher was fully certified. A new teacher shall be granted year for year credit on the salary guide up to the step that represents three (3) on the guide for prior public school experience in other states gained while the teacher was fully certified. A "year" is defined as ten (10) months' service. Granting of additional credit on the guide beyond the amounts set forth in the prior two sentences rests in the discretion of the Board with the recommendation of the Superintendent.

- B. Non-tenured teachers shall be notified of their contract and salary status for the ensuing year not later than May 15th, provided that agreement on salaries has been reached for the following school year. All other employees will be notified within three (3) days after the second (2nd) Board meeting in May.
- C. Previously accumulated unused sick leave days shall be restored to all returning employees who had been tenured in this district.

ARTICLE 14  
SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in schedules which are attached hereto and made a part hereof.
1. Progress to the next vertical step on each salary guide shall be contingent upon seven (7) full months of completed service prior to July 1 for twelve (12) month employees and six (6) months of completed service by July 1 for ten (10) month employees hired after January 1, 1997.

B. PAY PERIODS

1. Twelve (12) month employees shall be paid in twenty-four (24) equal semi-monthly installments. Ten (10) month employees, except non-instructional aides, shall be paid in twenty (20) equal semi-monthly installments.
2. When a payday falls on or during a school holiday, or weekend, employees shall receive their paychecks on the last previous working day.
3. All non-instructional aides will be given a projected paycheck on September 15. All subsequent paychecks will reflect actual hours worked

during the pay periods. Any necessary adjustments will be made by the final June paycheck.

4. Effective January 1, 2001, the Board will provide direct deposit of employees' net pay into such accounts as the employee may designate.
  5. Employees who do not use the direct deposit option shall be paid by 11 a.m. on pay days.
- C. All staff will receive their second pay in June by mail or direct deposit on/or before June 30<sup>th</sup>.
- D. All teachers under twelve (12) month contract shall be paid at a rate of 1.2 times their appropriate place on Schedule A, and shall receive four (4) weeks' vacation in addition to regular school holidays.
1. Vacations shall be pro-rated the first year of employment and in the year of separation and teachers can carry over one (1) week per year without prior approval contingent upon the Superintendent's authorization for utilization the next year.
- E. Payment to teachers for extra-curricular Schedules B and C shall be made by payment of one-half (1/2) of the appropriate stipend at mid-term of the activity and the balance at the end of the activity. Year-long B & C position payments may be pro-rated on a monthly basis if the employee so desires.
- F. All salaries shall be pro-rated if the employee is hired for less than a full contract year or, in the case of extra-curricular and coaches salaries, for less than a full season.
- G. The Board will reimburse employees any portion of the deductible amount of the automobile comprehensive portion of their insurance, upon submission of proper documentation, when damage was incurred while on school business which required them to take their cars into community areas that are less than safe.
- H. All vouchers for payment must be submitted within thirty (30) days of the activity for which payment is being sought or up to 50% of the voucher amount may be forfeited.
- I. Placement on advanced degree guide columns shall occur in the following manner:
1. Any employee who presents completed proof by transcript or affidavit between February 1 and June 30 will be adjusted effective July 1.
  2. Any employee who presents completed proof by transcript or affidavit between July 1 and August 31 will be adjusted effective September 1.

3. Any employee who presents completed proof by transcript or affidavit between September 1 and January 31 will be adjusted effective February 1.
  4. Advanced degree guide refer to graduate credits and graduate degrees only from a college or university credited by the State of New Jersey. Any request for degree or credit status advancement on the salary guides for credits or programs that would not qualify for tuition reimbursement as provided in Article 28, Section D, shall be denied.
  5. Credit will not automatically apply to any correspondence, mail order or distance learning courses or degrees except those graduate level courses and degrees offered by New Jersey state operated colleges and universities which are specifically designated as graduate level and/or traditional graduate degrees.
- J. When a full time aide moves to a new salary column within the aides' guide, she/he shall be placed on the same step she/he occupied at the time of the move. When a secretary moves to a new salary column within the secretaries' guide, she/he shall be placed on the same step she/he occupied at the time of the move. When a custodial/maintenance employee moves to a new salary column within the custodial/maintenance guide, she/he shall be placed on the same step she/he occupied at the time of the move.
- K. Increment entitlement at the expiration of this Agreement will be restricted to the difference between an employee's salary and that earned by employees with the same degree status and one (1) additional year of service.

ARTICLE 15  
EMPLOYEE ASSIGNMENT

- A. Teachers shall have a minimum of ten (10) minutes travel time between buildings.
- B. Temporary changes of assignment lasting for thirty (30) calendar days or less, for all non-certified employees except aides may be given with 24 hours written notice. Temporary assignment of aides may be given with no prior notice.
- C. In the case of temporary transfers lasting at least one (1) day, from one job category requiring a higher rate of pay, the employee transferred to the higher paying position shall receive the wages regularly paid for the higher job category for all time utilized.
- D. All building Administrators shall have the right to assign and reassign teachers to their building as it pertains to class schedule, class and/or subject assignments and room assignments after consultation with the Superintendent and no written correspondence to the Association is necessary as management prerogative.



ARTICLE 16  
VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. An employee who desires a change in assignment or who desires to transfer to another building may file a written statement of such desire with the Superintendent. Such determination resides solely with the Board.

ARTICLE 17  
INVOLUNTARY TRANSFER AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment to another school building shall be given to employees and simultaneously to the Association in writing as soon as practical.
- B. An involuntary transfer or reassignment to another school building shall be made only after a face to face meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified in writing of the reason thereof. The Association shall receive a copy of these reasons. In the event that an employee objects to the transfer or reassignment to another school building at this meeting, the employee may, at his/her option, have an Association representative present at such meeting.
- C. A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred.
- D. Such request shall be considered prior to final determination. An employee being involuntarily transferred or reassigned to another school building shall be placed only in a position which does not involve reduction in total compensation.
- E. The Board reserves sole right to determine assignment of unit members.
- F. Transfers of Cafeteria Staff
1. The Board retains the right to hire, promote, transfer and/or layoff on the basis of the needs of the school district. The Board agrees to make promotions, transfers and layoffs on the basis of fitness, ability and seniority. Where qualifications are equal, seniority shall prevail. The Board reserves the right to determine the qualifications of its employees.
  2. In the case of temporary transfers from one job to another, employees transferred to a higher position shall receive the wages regularly paid by the Board for such work if for a full day. Employees permanently transferred to a lower position shall receive wages regularly paid by the Board for such work after five (5) consecutive days.
  3. Employees may also be transferred for the purpose of training. This will be done on the basis of seniority. However, no employee may be transferred for

training purposes until they have had a least six (6) weeks of continued employment at the position for which they were hired. If the Food Service Director cannot transfer any employee due to an employee's fitness, the Food Service Director shall notify the Association as soon as possible.

## ARTICLE 18 PROMOTIONS

- A. All newly created positions and vacancies resulting from death, retirement, terminations, re-assignment, or other reason, shall be publicized by the Superintendent in accordance with the following procedure:
1. When school is in session, a notice shall be posted in each school as far in advance as practical, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Employees who apply for such vacancies shall submit their application in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for a period of one year for future vacancies unless the office is notified in writing by an applicant that the application is withdrawn.
  2. Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practical, ordinarily at least fourteen (14) days before the final date when applications must be submitted and in no event less than seven (7) days before such date. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administrative office, in each school, and a copy of said notice shall be given to the Association.
- B. In both situations set forth in Section A. above, all positions so posted will have a job description attached thereto.
- C. All qualified employees shall be given adequate opportunity to make application for promotional positions and no positions shall be finally filled until all properly submitted applications have been considered. The board agrees to give due weight to the background and attainments of all applicants and other relevant factors.

## ARTICLE 19

### ADULT SCHOOL, SUMMER SCHOOL, HOME TEACHING, AND FEDERAL PROGRAMS

- A. All openings for teaching positions in the summer school, home teaching, federal projects, and other programs shall be publicized as soon as the summer school program is adopted by the Board of Education and teachers shall be notified of their employment as soon as the Board of Education elects them to such positions. Adult school openings and home teaching openings shall be listed in the daily bulletin or absentee sheets.
- B. All teachers teaching approved courses not funded by federal or state moneys, except Adult Evening School, shall be compensated at the rate of \$28.00 per hour.
- C. Summer school shall include one (1) day before for preparation and one (1) day after for closing duties.
- D. Nothing in this article or this contract shall apply to adult evening school. It is recognized that adult evening school is not bargaining unit work and teachers may not be assigned.

## ARTICLE 20 EVALUATION

- A. All teachers will be observed by building administrators at reasonable intervals as follows:
  - 1. Non-tenured teachers-minimum of three (3) times per year.
  - 2. Teachers under tenure-Minimum of one (1) time per year.
- B. All non-certified staff shall be subject to at least one observation/evaluation annually. If the district fails to evaluate any such employee, the employee shall be deemed to have received a satisfactory evaluation.
- C.
  - 1. Every observation shall be reported in writing to the employee observed.
  - 2. The copy of the observation report submitted to the Superintendent of Schools must be signed by the employee observed to indicate that the employee has been given a copy of the report, understands the report, and is aware that the report has been placed in the employee's record file in the School District Office. Observation reports shall be signed and returned to the observer within five (5) school days of the time the employee has received it.
  - 3. Employees may attach statements to observation reports to indicate extenuating circumstances or difference of opinion, provided such statements are submitted within seven (7) school days.

4. The written observation report shall be handed to the employee by the administrator within five (5) school days after the observation. Upon receipt of a written observation report by a tenured employee, the employee observed may request a conference and discuss the report with the observer. A non-tenured employee shall have a conference as required by New Jersey Administrative Codes. The results of such conferences should be reduced to writing and signed by all parties and placed with the observation report.
- D. A copy of any written comment, memorandum or reprimand to an employee will be signed by the employee and forwarded to the Superintendent of Schools. Conference and comment procedures may be used as stated previously.

ARTICLE 21  
TEACHER FACILITIES

- A. Each school shall have the following facilities:
1. Space in each classroom in which teachers may store instructional materials and supplies.
  2. A serviceable desk and chair, for the exclusive use of each teacher.
  3. Space for each teacher to store coats, overshoes and personal articles.
- B. A furnished room shall be reserved for the use of teachers as a faculty lounge and/or dining room. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

ARTICLE 22  
EMPLOYEE-ADMINISTRATION LIAISON

A liaison committee for each school building, selected exclusively by the staff of that building, shall meet with the principal at least once a month after school for the duration of the school year to review and discuss local problems and practices, and to play an active role in the revision and development of building policies. If the building administration and the liaison committee agree that a non-certified employee's presence is desirable and/or necessary then that employee will be invited to the meeting.

ARTICLE 23  
INSTRUCTIONAL COUNCIL

- A. An Instructional Council shall be established to provide teaching staff input and consultation for matters of mutual concern.

- B. The Council shall consist of four (4) representatives appointed by the Superintendent and four (4) teachers appointed by the Association.
- C. The Council shall be authorized to establish Study Committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.
- D. Nothing in this Article shall be interpreted to prevent the Council from consulting or adding to its number such additional teachers, administrators, professional advisors, students, parents, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.
- E. The Council under the direction of the Superintendent of Schools shall establish rules of procedure and shall be responsible for the arrangement and conduct of meetings.

ARTICLE 24  
SICK LEAVE

- A. Employees shall be entitled to twelve (12) sick leave days each school year, as of the first official day of said school year if employed as of first day of the school. Otherwise, sick days shall be pro-rated. Unused sick leave days shall be accumulated from year to year with no maximum limit. Sick leave may be used for a medical or dental appointment. Two (2) of the 12 sick leave days per year may be used for the illness of an immediate family member as defined in Article 25, B. 1.
- B. Extended paid leave of absence may be granted to teachers who have exhausted accumulated sick leave through lengthy illness. A teacher may request that they receive the difference between his or her regular daily salary and the expenses paid by the Board to maintain a substitute. Such request must be in writing and shall be granted by the Board on a case by case basis. The Board shall advise the teacher concerned in writing within fifteen (15) calendar days of its determination which shall be made at the first public Board meeting following the receipt of the request.
- C. Employees shall be given a written accounting of accumulated sick leave days no later than October 30th of each school year.
- D. Employees will sign an absence verification.

ARTICLE 25  
TEMPORARY LEAVES OF ABSENCE

- A. All employees covered by this Agreement, except non-instructional aides, shall be entitled to the following leaves of absence with full pay each year.
  - 1. Employees shall be entitled to three (3) days of personal leave each year. No reason is required for the use of personal business days except in the

month of June. Written application to the Superintendent for personal leave days shall be made through the building principal or designated supervisor, at least seven (7) days before taking such leave, except in cases of emergencies, only in the month of June. No more than three (3) teachers, one (1) secretary, one (1) aide, and one (1) custodian per building will be granted such leave on a given day unless specifically allowed by the Superintendent. Such leave shall not be granted contiguous to any vacation, recess, or holiday unless specifically allowed by the Superintendent.

Effective July 1, 2010, new employees hired after July 1 in any year will be credited with the following amount of personal leave:

Hired between July 2 and October 31 –	three days
Hired between November 1 and the last day of February –	two days
Hired between March 1 and June 1 -	one day.

2. All personal leave or sick leave days granted herein may be utilized as per above or shall be allowed to accumulate year to year with no limit, only toward a severance bonus formula in the same manner as sick days and may not be used to increase the amount of personal leave entitlement in a subsequent school year.
3. Teacher observation days, no more than one (1) per semester, may be approved by the Superintendent upon receipt of a request stating the time and place of the intended visit, and if the person requesting the observation day gives one (1) week's written notice in advance. Written reports of the visit should then be submitted to the Superintendent.
4. Any employee required to serve jury duty during their normal work shift, work day, or work year, shall suffer no loss of pay for all such time served, provided the employee remits to the Board of Education any compensation other than mileage or meal expense they may receive as a result of such service. No employee shall receive any additional pay or compensatory time for serving jury duty.

B. Bereavement

1. Any employee is entitled to five (5) consecutive work days contiguous in each case of death in the immediate family. If the death occurs during a vacation period, any of the five (5) consecutive days contiguous to the death which are scheduled work days shall be granted. The ability to take bereavement leave that is neither consecutive nor contiguous to the death of an immediate family member is at the discretion of the Superintendent. One (1) or two (2) day holidays shall not be considered vacation period. "Immediate Family" includes: Husband or wife, Mother (also in-law), Father (also in-law), Grandparents, Brother, Sister, Children, Grandchildren, and civil union or domestic partner.

2. An allowance of one (1) day shall be granted in each case for death of other relative, subject to approval of Superintendent. If any employee elects to use a personal day leave for such purpose, the Superintendent's approval shall be automatic. If the Superintendent refuses to approve the requested bereavement day and if the employee has no remaining personal leave days, the requested day shall be granted without compensation.
- C. Time necessary for persons called into temporary active duty shall be governed by statutory requirements.
  - D. Time necessary for an employee's appearance in all legal proceedings arising out of and in the course of the employment of the individual by the Board. Excepting however, time in any legal proceeding in which the said individual is a party plaintiff in a suit against the Board or is a defendant in the proceeding brought by the Board against the individual. Further excepted is time spent in any proceeding under the grievance procedure of the within agreement or time spent in arbitration, fact-finding or any proceeding arising out of a said agreement.
  - E. Other temporary leaves of absences with pay may be granted by the Board for a good reason. Such determination resides solely with the Board.
  - F. Leaves taken pursuant to this Article shall be in addition to any sick leave which the employee is entitled.
  - G. Unless specified herein expressly, all leaves are non-accumulative.

ARTICLE 26  
EXTENDED LEAVES OF ABSENCE

- A. This Article is subject to the provisions of the Federal and N.J. Family Leave Acts.
- B. Child Rearing Leave
  1. In the case of a birth of a child, an employee shall have the right to apply for a leave without pay for child-rearing purposes.
  2. Application for child-rearing leave shall be made by the employee to the Superintendent at least three (3) months prior to the anticipated birth of the child.
  3. Child-rearing leave shall be granted to non-tenured teachers and to support staff employees with fewer than three (3) years of service in the District for the balance of the school year (concluding June 30) in which the child is born.
  4. Child-rearing leave shall be granted to tenured teachers and to support staff employees with three (3) or more years of service in the District for the

balance of the school year (concluding June 30) in which the child is born. The Board may grant one (1) additional full school year if the employee applies for it.

- a. If the initial child-rearing leave begins prior to April 1, the employee shall inform the Board, in writing, by April 1st whether she or he desires a leave for the following year.
  - b. If the initial child-rearing begins on or after April 1, the employee must make application if she/he desires leave for the full school year following the birth.
5. Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of B. 3. or B. 4., as relevant, which shall commence upon the date said employee obtains custody of the child. Since such date of custody cannot be predicted in all cases, notice shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable.
  6. Nothing herein shall prevent the employee and the Board from agreeing that the employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated.
  7. Upon return from a child-rearing leave all benefits to which the employee was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored. Said leave time does not count towards seniority.
  8. If the child dies during such leave of absence, the employee may apply for reinstatement (providing at least one (1) month prior notice) and the Board of Education may terminate such leave.
  9. Leaves taken under the Family Leave Act are to be taken concurrently to leaves under this section and not consecutively.
- C. The Board of Education shall allow such employees to self-pay health insurance premiums provided such is allowable by the Board's insurance carrier(s) and the employee is otherwise entitled.
  - D. It is further understood that seven (7) seven full months of paid service for the 12-month employees and (6) six full months of paid service for the 10-month employees in the prior academic year is necessary for incremental gain after an unpaid leave of absence.
  - E. Any employee adopting an infant child may receive similar leave as in paragraph B. Herein which shall commence upon receiving a de facto custody of said infant or earlier if necessary to fulfill the requirements for the adoption.



- F. Other extended leaves of absence without pay may be granted by the Board for good reason at the Board's discretion.
- G.
  - 1. Upon return from leave granted pursuant to this Article, an employee shall be placed on the salary schedule at the level appropriate to actual years of creditable experience but shall not be credited for the time spent on such leave.
  - 2. All benefits to which an employee is entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits towards sabbatical eligibility, shall be restored to him/her upon his/her return.
- H. All extensions or renewals of leaves shall be applied for in writing and if approved shall be granted in writing.
- I. Nothing herein is understood to prevent utilization of sick leave in accordance with statute.

ARTICLE 27  
SABBATICAL LEAVES FOR TEACHERS

A. For This Section

- 1. "Teacher" shall mean any member of the professional staff of the Penns Grove-Carneys Point Regional School District the qualifications for whose office, position, or employees are such as to require him/her to hold an appropriate certificate issued by the State Board of Examiners in full force and effect in the State.
  - 2. "Sabbatical Leave" shall mean a leave of absence for the purpose of improving the qualifications of a teacher in his/her office, position, or employment for study or for such other purpose as may be authorized by the Board of Education.
  - 3. "Academic Year" shall mean the period between the time school opens in the school district after the general summer vacation and the next succeeding summer vacation.
  - 4. "Area" shall mean grade level in elementary schools or subject area department in middle school or high school, or special subject areas serving the school district.
- B. Every teacher who has held any office, position, or employment in the Penns Grove-Carneys Point Regional School District for the last seven (7) consecutive academic years shall be eligible for a sabbatical leave and shall thereafter be eligible for additional sabbatical leaves after each additional seven (7) consecutive years in this district.

- C. A teacher who has taught in the Penns Grove-Carneys Point Regional School District for at least seven (7) years and then interrupts his or her employment for any reason other than employment in another district or private school will be eligible for a sabbatical leave after having taught an additional four (4) consecutive years in the Penns Grove-Carneys Point Regional School District.
- D. A sabbatical leave shall be for the period of one (1) academic year at sixty percent (60%) the salary which the teacher would have received or if qualified replacement can be found, for one-half (1/2) of an academic year at sixty percent (60%) the salary the teacher would have received if he/she were not on such leave, or for such a longer period, or at such higher salary as may be approved by the Board of Education.
- E. All tenure, seniority, salary increment and pension and retirement rights shall be retained by and accrued to the teacher on sabbatical leave in the same manner as if he/she were not on such leave. The Board of Education shall retain from the salary of the teacher on sabbatical leave and pay on his/her behalf such amounts as are required for pensions and such other purposes as may be required by law.
- F. Any eligible teacher desiring a sabbatical leave shall make application to the Superintendent of Schools specifying the period and purpose of the leave desired and such other information as may be required by the Board of Education. In some cases this may require an interview. All applications must be in the Superintendent's possession on or before January 1st of the academic year preceding the proposed sabbatical. The Board of Education will notify the applicant of acceptance or non-acceptance by the first Tuesday after the second Monday in March.
- G. A maximum of two (2) eligible teachers shall be granted sabbatical leave in any one (1) school year. No more than one (1) teacher from any one (1) area in any one (1) school shall be granted a sabbatical leave in the same year. The following conditions shall be required of any eligible teacher.
  - 1. Matriculation in a graduate program within the teacher's certification or assignment, but if the application is for other than these, then it must be in an allied field and of substantive benefit to the school district. Challenge to such decision of the Board shall be processed immediately to arbitration without recourse to the prior steps of the grievance procedure except for the process of selecting an arbitrator.
  - 2. No tuition reimbursement shall apply, but insurance provided under Article 31 shall be continued.
  - 3. If more than two (2) eligible teachers apply, then determination of the two (2) teachers shall reside solely with the Board.

4. If application for sabbatical is made by a teacher for any purpose not in conformity with the standards in this Article, then such determination shall reside solely with the Board.
  
- H. Upon termination of a sabbatical leave, the teacher shall be entitled to return to the same or similar office, position of employment held by him/her at the commencement thereof, at the same salary to which he would have been entitled had he not been on such sabbatical leave. The Board shall reserve the right to grant the teacher a higher office or position of employment upon his/her return if mutually agreed upon.
  
- I. The teacher shall submit a detailed written report within a month after return to school if the sabbatical is for travel. A transcript of credits is acceptable in lieu of a written report if the sabbatical is for graduate study.
  
- J. Any teacher who does not return to his office, position, or employment upon the termination of a sabbatical leave and continue therein for a period of at least one (1) year thereafter, shall refund all compensation paid him/her by the Board during the sabbatical leave period.
  
- K. Whenever a teacher is granted a sabbatical leave he/she shall, within two (2) weeks, sign a document to the terms of such leave. If the teacher desires to terminate the leave before the date set in this Agreement, he/she may petition the Board for early reinstatement, such early reinstatement being at the option of the Board.

ARTICLE 28  
EMPLOYEE INCENTIVE PROGRAM

- A. All employees covered by this Agreement may apply for reimbursement for the tuition costs of courses which have application to their area of employment or are related to the individual's increased competence as an employee.
  
- B. To be eligible for tuition reimbursement, all of the following criteria must be met.
  1. The applicant must have approval of the Superintendent or his designee prior to taking the course. For teachers, the Superintendent's approval is required in writing before registering for courses or degree programs.
  
  2. The applicant must receive a mark equivalent to "A", "B" or "Pass" in a Pass/Fail course.
  
  3. No employee will be reimbursed for more than twelve (12) semester hours credit completed during any one fiscal year.
  
  4. Reimbursement for all employees shall be at the in-state tuition rate per semester hours (or the out-of-state rate for employees living outside New

Jersey but taking a course in New Jersey) prevailing at Rowan University or the actual tuition cost of the course, whichever is less.

5. For teachers:

- a. The teacher must be fully certified in his/her area of teaching assignment.
- b. Courses must be in the teacher's area of certification and/or teaching assignment.
- c. Courses must be graduate level. Graduate courses and credits refer only to those courses and credits from a college or university accredited by the state of New Jersey and will not apply automatically to any correspondence, mail order or distance learning courses except those offered by New Jersey State operated colleges and universities. All others must be approved by the Superintendent prior to seeking tuition reimbursement.

6. Timeline for applying for and approval of courses

- a. Summer session: Application of approval shall be made by the employee during the registration period for their particular college. Please attach a copy of blank registration for indicating dates of registration along with the district application for course approval.
- b. Fall session: Application of approval shall be made by the employee during the registration period for their particular college. Please attach a copy of blank registration for indicating dates of registration along with the district application for course approval.
- c. Spring session: Application of approval shall be made by the employee during the registration period for their particular college. Please attach a copy of blank registration for indicating dates of registration along with the district application for course approval.
- d. Winter session Application of approval shall be made by the employee during the registration period for their particular college. Please attach a copy of blank registration for indicating dates of registration along with the district application for course approval.

7 There shall be a unit-wide cap for tuition reimbursement for each year of the Agreement. The cap for 2009-2010 shall be \$77,000. The cap for 2010-2011 shall be \$80,000. The cap for 2011-2012 shall be \$83,000. Teachers who do not possess a standard certificate and who are required to take courses for the purpose of attaining their provisional or standard certificate shall not be subject to the unit-wide cap.

8. Reimbursement to a full-time support employee shall be limited to \$1,250 each year. A year is defined as courses completed between July 1 and the following June 30. This limit shall be prorated accordingly for part-time support employees.
- C. Employees shall receive reimbursement within forty-five (45) days of verification by transcript or other evidence of successful course completion and proof of tuition payment. In order to receive reimbursement for courses taken during the summer, the employee must actually report for work in September, except that involuntary termination of employment, layoff or serious illness shall not serve as a bar to such reimbursement.
- D. Nothing herein shall prohibit the Board from entering into an arrangement wherein it provides moneys and time over and above that described above or in other portions of this Agreement which will result in the employee gaining a specialized certification. Any employee who does not return to his/her office position or employment upon gaining the certification and continue therein for a period of at least one (1) year thereafter, shall refund such moneys expended by the Board, as it shall determine appropriate.
- E. Unless excused by the Superintendent, Instructional and Specialist aides shall be required to take forty – eight (48) college credits and will be reimbursed under the terms of B. above. Alternate program for Instructional and Specialist aides in lieu of college credits is available at the Community College and will be reimbursed by the district.
  1. Those aides who hold a County substitute certificate, Associates Degree or a Bachelors' Degree are automatically exempt.
  2. Instructional and Specialist aides must acquire six (6) qualifying credit hours by September 1 of each school year towards their forty-eight (48) credits. Failure to do so will restrict an aide from progressing to the next step on the salary guide. The foregoing requirement shall be waived if the aide successfully meets any State-approved standard, e.g. paraprofessional exam or a portfolio approach.
- F. An employee who receives reimbursement under B. or E. and who then leaves the District's employment, except in a retirement situation, a separation due to disability, a reduction-in-force or a non-renewal shall reimburse the District as follows:
  1. 75% of the reimbursed amount for the year prior to departure; 50% of the reimbursed amount for the year two years prior to departure; and, 25% of the reimbursed amount for the year three years prior to departure.
  2. The application form for reimbursement shall contain an acknowledgement by the applying teacher that the provisions of 1. is in effect and that the teacher shall reimburse the District pursuant to them and that the above monies may be withheld from the last paycheck of the departing teacher.

3. All returned monies shall be placed back in the tuition reimbursement pool under B. 7. in the year that they are recovered.

ARTICLE 29  
PROTECTION OF EMPLOYEES, STUDENTS, AND PROPERTY

- A. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board before school reopens to develop mutually acceptable programs to guarantee the safety of students, employees and property.
- B. As specified in 18A:6.1, an employee may, within the scope of his/her employment, use and apply such amounts of force as is reasonable and necessary, to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil for the purpose of self-defense, and for the protection of persons or property.
- C. As required under Title 18 A, whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.

ARTICLE 30  
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors, and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each teacher at the start of each year. In addition, Board policies and administrative regulations on student discipline shall be posted on the District website.

ARTICLE 31  
INSURANCE PROTECTION FOR ELIGIBLE EMPLOYEES

- A.
  1. For full-time employees on the payroll prior to August 3, 1991, the Board shall provide health insurance coverage for teachers, secretaries, custodians and aides, and for their dependents, where applicable, at no cost to the employee. Health insurance coverage shall be for the full twelve (12) month period each year.
  2. Full-time employees hired effective August 3, 1991, or later, shall be eligible for employee-only coverage at no cost to the employee. They shall be eligible for dependent coverage, with the cost of dependent coverage to be paid seventy (70%) percent by the Board and thirty (30%) percent by the employee.

Effective March 1, 2009, for the purposes of health/hospitalization insurance, full-time employees hired effective August 3, 1991, or later, shall be eligible for employee-only coverage at no cost to the employee. They shall be eligible for dependent coverage, with the cost of dependent coverage to be paid 80% by the Board and 20% by the employee.

3. a. The spouse of a district employee who is otherwise eligible for any medical and/or prescription insurance coverage under this Article shall not be provided said coverage as long as his/her spouse is covered under a family plan provided by the district. During the year prior to retirement, the spouse may enroll in single coverage if necessary to meet eligibility for the State retirement health plan.
- b. Retroactive to July 1, 2008, if two (2) District employees, hired on or after August 3, 1991, are married to each other or enter a civil union, and each is otherwise eligible for health and hospitalization insurance under A. 1., above or B. below, each employee may enroll at no cost to themselves at the Single enrollment level or both may be enrolled together in the Two Adult enrollment level. If said employees elect to be covered at the Family enrollment level, the employees' dependent coverage premium obligation per pay under Article 31, A. 1. and B. shall be modified by applying the following calculation to the health/hospitalization premium and/or the prescription premium, based upon whether the employees are enrolled in either or both plans:
  - 1) The annual family enrollment premium
  - 2) Minus two (2) single enrollments' premiums
  - 3) Multiply the difference between 1) and 2) by 20%
  - 4) Divide the result of 3) by 20.

The resulting deduction shall be made from paycheck of the employee who has the earlier birth date in a calendar year.

4. Employees must notify the District Office of any change in dependent status within thirty (30) days of the change occurring or they must reimburse the district the difference in rates for all time they should have been in a lower cost category.

The twelve (12) month period for insurance coverage is defined as September 1 through August 31 for ten (10) month employees and July 1 through June 30 for twelve (12) month employees. An employee who voluntarily separates from employment (not through a reduction-in-force or non-renewal) shall be covered by insurance for 30 days beyond the separation date. An employee who is reduced-in-force shall be covered until the end of the year (June 30 for twelve (12) month employees or August 31 for ten (10) month employees).

- a. Employees whose Board-paid coverage ceases shall be entitled to all COBRA benefits.
  - b. Employees who are covered by P.L. 1987, Chapter 386 and are enrolled in the District plan at the time of retirement under the terms of that statute shall continue to be enrolled under the terms of that statute. The first employee payment at 100 percent of the premium for coverage for the employee or employee and spouse will be due thirty days after the effective retirement date. At that time, the retired employee shall receive credit for any dependent co-payments the employee has made in excess of those required for the coverage period prior to the effective date of retirement. This is not a COBRA benefit.
5. If the Board desires to change its insurance provider, the Association agrees that it will accept the benefit levels of the State Health Benefits Program in effect at the time of change as meeting the test of equivalent benefit levels. If the Board wishes to switch to a provider other than the State Health Benefits Program, benefit levels must be equal to or greater than those enjoyed at the time of change.

Effective April 1, 2009, or the effective date when the School Employees Health Benefits Program becomes the carrier for the unit's health and hospitalization insurance, whichever is later, if the Board desires to change its insurance provider in the future, the Association agrees that it will accept the benefit levels of the School Employees Health Benefits Program in effect at the time of change as meeting the test of equivalent benefit levels. If the Board wishes to switch to a provider other than the School Employees Health Benefits Program, benefit levels must be equal to or greater than those enjoyed at the time of change.

- B. The Board shall provide a prescription insurance plan for teachers, secretaries, custodians, aides and their dependents, where applicable, through the School Employees Health Benefits Program effective April 1, 2009, or at a later date chosen by the Board. Effective March 1, 2009, for the purposes of prescription insurance, full-time employees hired effective August 3, 1991, or later, shall be eligible for employee-only coverage at no cost to the employee. They shall be eligible for dependent coverage, with the cost of dependent coverage to be paid 80% by the Board and 20% by the employee. If the Board desires to change its prescription insurance provider in the future, the Association agrees that it will accept the benefit levels of the School Employees Health Benefits Program in effect at the time of change as meeting the test of equivalent benefit levels. If the Board wishes to switch to a provider other than the School Employees Health Benefits Program, benefit levels must be equal to or greater than those enjoyed at the time of change.



- C. The Board will allow employee participation in a qualified IRS Code Section 125 Plan. The Board will not administer the Plan nor will it have any liability nor responsibility regarding the agent or agents administering the Plan.
1. The Board shall pay each eligible teacher, secretary and custodian who has properly executed a Section 125 Plan the amount of \$811.00 each year of this contract to be utilized as the employee chooses within the confines of the Plan rules and requirements.
  2. Employees eligible for health and/or prescription coverage under the terms of this contract may, upon proof of coverage elsewhere, opt out of coverage through the Penns Grove-Carneys Point Regional School District and receive the following allowance to be paid with their contractual pay, on December 15 and June 15 of the school year. If an employee who has waived insurance separates from District employment during the year, the waiver payments will cease. An employee who is newly-hired and waives the payment shall be eligible to receive a payment equal to the proportion of full months remaining in the year.

WAIVED MEDICAL INSURANCE	\$1,200.00
WAIVED PRESCRIPTION INSURANCE \$	400.00

Effective April 1, 2009, employees who take advantage of the provisions of Article 31, A. 3. b. and who had opted out of insurance(s) under the terms of Article 31, C. 2. in the period immediately prior to April 1, 2009, and who continue to opt out, shall receive an opt-out payment equal to the difference between the full opt-out payment minus the dollar benefit of the provisions of Article 31, A. 3. b.

In years beyond 2009, unless changed by the parties in writing, this same approach will be applied to these employees. This agreement only affects those employees opting out in the period immediately before April 1, 2009.

An example of the above calculation:

Employee premium co-pay without Art. 31, A. 3. B.:	\$2,263.18
Employee premium co-pay under Art. 31, A. 3. B.:	\$1,128.54
Employee's savings:	\$1,134.24
Art. 31, C. 2. opt-out payment (both insurances):	\$1,600.00
Art. 31, C. 2. payment due employee:	<u>\$465.76</u>

3. The Board shall pay each aide who has properly executed a Section 125 Plan, the amount of \$345.00 each year of the contract to be utilized as the employee chooses within the confines of the Plan rules and requirements.

ARTICLE 32  
PERSONAL AND ACADEMIC FREEDOM

- A. The Board and the Association agree that academic freedom is essential to the fulfillment of the proposes of the Penns Grove-Carneys Point Regional School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

ARTICLE 33  
DEDUCTION FROM SALARY

A. Dues

1. The Board agrees to deduct from the salaries of its employees dues for the Penns Grove-Carneys Point Regional School Employees Association, the Salem County Education Association, the New Jersey Education Association and the National Education Association, or any one or any such combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.8(e) and under rules established by the State Department of Education and billings from the N.J.E.A. membership department. Such billings shall be made available to the local Association.
2. The Association named above shall certify to the Board, in writing, the current rate of its membership dues of the Association changes the rate of its membership dues it shall give the Board written notice prior to the effective date of such change.

- B. Upon written request from an employee, the board will deduct any pay to the Salem County School Employees Federal Credit Union. Such amounts shall be determined by the employee.

C. Representation Fees of Non-Members

1. The Association President shall submit to the Board of Education Secretary's Office a list of names of employees covered by this Agreement who are not current dues-paying employees. The School District in compliance with State Law and This Agreement, will deduct from such member's pay a representation fee equal to eighty-five percent (85%) of the amount set for Association members. (This amount will be determined by the Association's Treasurer, and is to be paid by a payroll deduction.)
2. It is understood by parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, other than as set forth herein, because of action rising out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.

3. The Association shall indemnify and save the Board and the Administration harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance upon any lists, notice or assignment furnished under this Article.

ARTICLE 34  
SEVERANCE BONUS FOR EMPLOYEES

- A. The Board shall grant each employee a severance bonus which shall be paid in full within sixty (60) days following actual retirement unless a full years notice has not been given. The severance bonus shall be computed as follows:

1. Employees who retire shall receive one (1) day of pay for each four (4) credited and/or unused sick days and personal days.
2. The Bonus shall be computed by multiplying the appropriate fraction times the number of days accumulated and unused by the employee as of the date of retirement times the daily salary of the employee at the time of retirement. Daily salary shall be one over the number of work days for each particular unit member multiplied times the individual yearly salary of employee at the time of retirement.

260 FOR 12 MONTH CUSTODIANS  
240 FOR 12 MONTH SECRETARIES  
200 FOR 10 MONTH SECRETARIES  
200 FOR 10 MONTH AIDES AND TEACHERS

- B. To be eligible to receive said severance bonus, the following conditions must be met:

1. The employee must have accumulated a minimum of one hundred (100) days.
2. The employee must have notified the Board in writing of his or her intent to retire at least one (1) year prior to retirement.
3. If an employee retires with less than one (1) years prior notice, severance bonus payment may be delayed for up to one (1) full year from the time of actual retirement.

- C. The maximum total amount any one employee can receive shall be \$16,000.

- D. This provision modifies C. above. All current employees shall be “grandfathered” as of September 1994. Severance bonus entitlement shall be individually calculated based on their 1994-1995 salary and accumulated days. No employee shall receive

less upon actual retirement than they are entitled to when the calculation is made as long as the employee has maintained the total number of compensable days as calculated under A. 1. above as of the date of separation from the District.

- E. Upon the death of any employee entitled to a severance bonus, the entitlement shall be paid to the estate of the deceased employee within sixty (60) days of the death.
  
- F. The Board shall provide each cafeteria employee with a severance bonus which shall be paid in full within ten (10) days following the actual retirement of the cafeteria employee. The amount of the severance bonus shall be computed in the following fashion:
  - 1. A current cafeteria employee working four (4) hours per day or more, shall be entitled to receive \$20.00 per day for each accumulated unused sick leave day and personal leave day which shall stand to the employees credit as of the date of his/her retirement.
  - 2. A current cafeteria employee working less than four (4) hours per day, shall be entitled to receive \$10.00 per day for each accumulated but unused sick leave day and personal leave day which shall stand to the employee's credit as of the date of his/her retirement.
  - 3. For all future employees (those hired as of September 1, 1993 or after) \$20.00 per day shall be paid only for employees working 7 1/2 hours per day or more and \$10.00 per day shall be paid for those employees working less than 7 1/2 hours per day.
  
- G. The bonus described in Paragraph F. above, is subject to the following limits:
  - 1. The Board shall not be required to provide more than sixty (60) days credit per employee.
  - 2. To be eligible to receive the aforesaid severance bonus , the employee must provide written notice of his/her intention to retire at least sixty (60) days prior to retirement.

ARTICLE 35  
EMPLOYEE SAFETY

- A. The Board of Education will make every effort to ensure safe working conditions. In the event of disorder or disruption in the regular school program, the Association shall have the right to meet with the Board on matters of employee safety. An employee shall immediately report any case of assault or battery upon his/her person arising out of or in connection with employment duties. Such matters shall be reported immediately to the principal or immediate supervisor. The employee shall receive immediate assistance from security and the administration and shall

not be required to return to duty until the employee is safely able to resume his or her assignment.

- B. There shall be a pool of \$2,000 to reimburse unit members for the replacement or repair of clothing or personal effects which are damaged or destroyed in the performance of the unit member's duties during their regular work day. There shall be a maximum \$100 per incident paid. All payments shall be made by July 30<sup>th</sup> following the work year for which the claims have been made. All unit members making such a claim shall complete and turn in a written damage report within seven (7) days of the incident. The report shall detail the date and time of the incident, the nature of the incident, including the names of any other staff or students involved, the item or items damaged and proof of the repair or replacement cost. If proof of cost requires more than seven (7) days to provide, the claimant is required to provide such proof as soon as possible. In the event that claims exceed the \$2,000 pool, all claims will be prorated. E.g., there are \$2,500 in claims in 30 incidents. \$2,000 is 80% of \$2,500. Each claim is paid at 80% of its original value.

Articles 36 through 52 apply to cafeteria employees only. In addition, the following contract provisions apply to cafeteria employees: Preamble, Articles 1 through 6, Article 33, Article 35, Article 52 and 53, and the cafeteria hourly rates and insurance provisions contained in the Appendix.
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### ARTICLE 36 SENIORITY

- A. Any employee leaving his/her employment because of injury or ill health shall maintain his/her seniority for a period up to one (1) year during such disability. Seniority shall terminate upon justifiable discharge, voluntary quitting, or willful failure to report to work after five (5) days notice, in writing, to the employee at his/her last known address on the Board's records.
- B. Banquets and other dinners will be rotated among all of the employees according to seniority. A list shall be prepared setting forth the seniority of the individual employees and at the first such banquet or dinner, the names will be taken from the top of the list. At the next affair, the next persons in line will be picked up from where the others left off and so on down until the list is exhausted. Then, return to the top of the list. It is understood that work at banquets and dinners shall be offered by seniority to employees qualified to utilize cafeteria equipment.
- C. Regular overtime will be rotated on a seniority basis within a building. Overtime will be posted.
- D. When a full time employee is not on the job, a part time employee, if available, shall be used prior to calling a substitute employee unless a bona fide emergency or special circumstance shall arise.

### ARTICLE 37

## DIVISION OF WORK

- A. Management shall have the right to increase or reduce the work hours of any employee in any building or position at management's discretion. It is recognized that a pro rata reduction among all employees is desirable if economically feasible.

## ARTICLE 38 PHYSICAL QUALIFICATIONS

- A. Every employee shall be physically qualified to perform the duties required of his/her job. At the request of the Board and at its expense, its employees shall from time to time, as required by the Board, submit to a physical examination by the District Physician or Medical Inspector and if it is determined that any such employee is not physically qualified to perform his/her work, then and in such an event, he/she may at the Board's option, be relieved of his/her duties.
- B. In the event of illness, a certification from the doctor shall be adequate upon submission to the Food Service Director.
- C. In the event of emergency illness, the Food Service Director shall determine whether or not an employee shall be permitted to leave.

## ARTICLE 39 LUNCH AND REST PERIODS

- A. All employees working more than four (4) hours per day will be entitled to a thirty (30) minute lunch period at the conclusion of the regular serving time. Employees who are employed more than five (5) hours shall be entitled to a fifteen (15) minute rest period at a time to be scheduled by the Food Service Director before the serving period.

## ARTICLE 40 WASH ROOMS AND LUNCH AREAS

- A. The Board agrees to designate a suitable place for employees to have lunch and provide toilet facilities on the premises.

ARTICLE 41  
ASSOCIATION INSPECTION

- A. The Board agrees that the time records of all employees covered by this Agreement may be inspected by an officer of the Association at the School District Office during regular office hours.
- B. A duly accredited representative of the Association shall have the right during working hours to visit the cafeteria where the members of the Association are employed, provided he is accompanied by a school administrator or his/her designated representative and in no way interferes with the cafeteria operation.

ARTICLE 42  
POSTING NOTICES

- A. The Board agrees to permit the Association to post such notices as it may desire concerning Association business on the various bulletin boards established by the Board in the work area. The Board will post promotional vacancies on bulletin boards and allow employees three (3) days to make application.

ARTICLE 43  
DISMISSALS AND LAYOFFS

- A. Except for causes hereinafter set out as causes for immediate dismissal, the Association shall be notified of all proposed dismissals or discharges, which involve any of the permanent employees, which said notice shall be given at least three (3) days prior to the proposed dismissal or discharge. The said notice is for the purpose of permitting an investigation of the reason for dismissal or discharge by the Association.
- B. In connection with a layoff, the Board shall notify all employees who work in the cafeteria five (5) working days before the proposed layoff, whether it is a holiday or otherwise, unless the layoff is due to causes beyond the control of the Board of Education.
- C. The following shall be causes for immediate dismissal: sabotage; gross insubordination; use of an alcoholic beverage or intoxicant of any type while on duty; smoking in prohibited areas; theft; bringing intoxicating liquors or illegal drugs on the premises; profanity in the presence of students; refusal to service student; fighting (physical attack) or threatening physical harm.
- D. If it is necessary to reduce the number of staff members, the last qualified person hired shall be the first person to be laid off. In rehiring, the last qualified person laid off shall be the first qualified persons to return to work.
- E. No new employees shall be hired until all permanent laid off and qualified for the vacancy shall have been given an opportunity to return.

ARTICLE 44  
SALARIES

- A. The wages of all employees covered by this Agreement are set forth in Schedules A and B which are attached hereto and made a part thereof.
- B. Checks for said wages will be delivered in sealed envelopes.
- C. In the case of temporary transfers lasting at least one (1) day, from one job category to a job category requiring a higher rate of pay, the employee transferred to the higher paying position shall receive the wages regularly paid for the higher job category for all time utilized.
- D. A food service employee will be eligible for a yearly cash stipend if he/she is certified by the American School Nutrition Association and is a member of NJSNA.
  - 1. The stipend will be submitted for payment to the employee on the May 30th payroll of each school year, if proof of A.S.F.N.A. Certification, Membership and required continuing education hours (5 per year) are verified by the Food Service Director.
  - 2. The stipend will be \$150.00 for each year.
  - 3. The cost of membership and attaining the C. E. hours per year is to be the responsibility of the Certified Employee.
  - 4. Cost for attaining five education hours per year is variable. These hours can be acquired by attaining area meetings (free), Attending the NJSNA Annual Conferences (cost varies), completing the "Journal Articles (\$5.00 each) and/or participating in other NJSNA sponsored activities.

ARTICLE 45  
UNIFORMS

- A. The Penns Grove-Carneys Point Regional Board of Education agrees to supply three (3) uniform tops for each cafeteria employee. Replacements will be made when the smocks are no longer serviceable. The Food Service Director may replace the smock. For lost smocks, the employee will pay for replacement. The van driver will receive uniforms instead of smocks with the same guidelines.
- B. The Board shall provide all cafeteria employees with one (1) pair of shoes each year, subject to the procedures and limitations described in Section C hereof. Employees must wear the shoes while on the job.
- C. The type of uniform, the acquisition procedure and cost limitations will be established by the Business Administrator after consultation with the Association. Cleaning and maintenance of the uniforms will be the responsibility of the



employee. Uniforms will be kept clean, neat and in good repair at all times by the employee and will be worn during all normal work hours.

ARTICLE 46  
INSURANCE PROTECTION

- A. During the life of this Agreement, the Board shall provide health insurance coverage for current eligible cafeteria employees (shown in Appendix A) and their dependents when applicable subject to the restrictions listed herein:
1. Current employees who regularly work twenty (20) hours or more per week shall be entitled to coverage only if they do not have such coverage available to them elsewhere. (Appendix A attached hereto specifies specific employees and their indicated coverages.) If a current employee not working twenty (20) hours per week is scheduled for twenty (20) hours or more per week on a regular basis they shall have full eligibility rights. If a currently eligible employee loses coverage they have elsewhere through no fault of their own, they shall be entitled to replace that coverage in the same manner as other current employees.
  2. Employees hired after September 1, 1993, shall be entitled to health insurance coverage only if they are full time employees working at least 7 1/2 hours per day. Their entitlement shall be for single coverage only, however, they may choose to cover eligible dependents, provided they reimburse the board for the cost differential between single coverage and whatever dependent coverage they select.
  3. The spouse of a district employee who is otherwise eligible for any medical and/or prescription insurance coverage under this Article shall not be provided said coverage as long as his/her spouse is covered under a family plan provided by the district. During the year prior to retirement, the spouse may enroll in single coverage if necessary to meet eligibility for the State retirement health plan.
  4. Employees must notify the District Office of any change in dependent status within thirty (30) days of the change occurring or they must reimburse the district the difference in rates for all time they should have been in a lower cost category.
  5. If the Board desires to change its' insurance provider, the Association agrees that it will accept the benefit levels of the State Health Benefits Program in effect at the time of change as meeting the test of equivalent benefit levels. If the Board wishes to switch to a provider other than the State Health Benefits Program, benefit levels must be equal to or greater than those enjoyed at the time of change.
- B. The Board will allow employee participation in a qualified IRS Code Section 125 Plan, effective July 1 for the 1996-1997 school year and each year thereafter. The

Board will not administer the Plan nor will it have any liability nor responsibility regarding the agent or agents administering the Plan. New employees hired in the school year 2002-2003 and thereafter shall not be entitled to AFLAC benefits, unless they work twenty-five (25) hours or more.

1. The Board will no longer provide Blue Bank or Dental Insurance. All cafeteria employees shown on Appendix A will receive an additional \$811.00 deposited into an established IRS Section 125 account each year.

ARTICLE 47  
CALL BACK TIME

- A. Each employee who is called back to work other than during his/her normal work schedule shall be guaranteed a minimum of two (2) hours a day.

ARTICLE 48  
DISCRIMINATION

- A. There shall be no discrimination by the Employer against any of its employees because of Association activity, nor shall there be any discrimination against any employee because of race, color, creed, sex, age or nationality in the placement and retention of employment, or in the hours, wages, and working conditions of the employee.

ARTICLE 49  
SICK LEAVE AND OTHER TEMPORARY LEAVE

- A. All 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. Unused sick leave days shall be accumulated from year to year with no maximum limit.
  1. A doctor's certificate is required after three (3) days of illness.
  2. In the event that an employee is ill on a day which is recognized as a holiday, then the employee shall be entitled to holiday pay, provided that the employee provides a doctor's certificate verifying such illness.
  3. The Board of Education agrees to comply with the new Family Leave requirements as provided for in statutes.
- B. All employees shall be given a written accounting of accumulated sick leave days no later than October 30th of each school year.
- C. Personal Leave
  1. Three (3) days personal leave of absence for a compelling reason which requires absence shall be granted provided such obligation cannot be cared

for outside of work hours. Written application to the Superintendent for personal leave days shall be made through the designated supervisor, at least seven (7) days before taking such leave, except in cases of emergencies. No more than two (2) employees will be granted such leave on a given day unless specifically allowed by the Superintendent. Such leave shall not be granted contiguous to any vacation, recess, or holiday.

2. All personal leave days granted herein may be utilized as per above or shall be allowed to accumulate year to year with no limit, only toward a severance bonus formula in the same manner as sick days and may not be used to increase the amount of personal leave or sick leave in subsequent school year.
- D. Any employee required to serve jury duty shall receive their regular pay for all such time served, provided the employee remits to the Board of Education any compensation other than mileage they may receive as a result of such service.
- E. Bereavement
1. Any employee is entitled to five (5) consecutive work days in each case of death in the employee's immediate family except if death occurs during a vacation period. One (1) or two (2) day holidays shall not be considered vacation period. "Immediate family includes: Husband or wife, Mother (also in-law), Father (also in-law), Grandparents, Brother, Sister, Children and Grandchildren.
  2. An allowance of one (1) day shall be granted in each case for death of other relative, subject to approval of Superintendent. If any employee elects to use a personal day leave for such purpose, the Superintendent's approval shall be automatic. If the Superintendent refuses to approve the requested bereavement day and if the employee has no remaining personal leave days, the requested day shall be granted without compensation.
- F. Time necessary for persons called into temporary active duty shall be governed by statutory requirements.
- G. Time necessary for an employee's appearance in all legal proceedings arising out of and in the course of employment of the individual by the Board, excepting however, time in any legal proceeding which the said individual is a party plaintiff in a suit against the Board or is a defendant in the proceeding brought by the Board against the individual; further excepted, time spent in any proceeding under the grievance procedure of this Agreement or time spent in arbitration, fact-finding or any proceeding arising out of a said Agreement.
- H. Other temporary leaves of absences with pay may be granted by the board for good reason. Such determination resides solely with the Board.
- I. Leaves taken pursuant to this Article shall be in addition to any sick leave which the employee is entitled.

- J. Unless specified herein expressly, all leaves are non-accumulative.

ARTICLE 50  
INSERVICE PROGRAM

- A. Cafeteria employees shall be required, at the option of the Board of Education, to attend such in-service program or programs as the Board of Education shall deem necessary. Anytime a cafeteria employee is required to attend any in-service program, the employee shall receive his/her regular rate of pay.

ARTICLE 51  
END OF YEAR RESPONSIBILITIES

- A. Cafeteria employees may be required to work the last three (3) days during which pupils are scheduled for attendance at school. During such time period, cafeteria employees will perform such clean-up tasks and other work that may be necessary in order to close the cafeteria for the summer.

ARTICLE 52  
MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be declared invalid by a court of competent jurisdiction or decision of the Commissioner of Education it shall in no way invalidate the balance of this Agreement which shall remain in full force and effect.
- B. Copies of this Agreement shall be printed and the cost thereof shall be equally divided by the Board of Education and the Employees Association. Prior to the printing of the Agreement, the parties shall agree as to its format and what firm shall be engaged to print the contract. Such Agreement shall not be unreasonably withheld. The Agreement shall be printed within ninety (90) days after the Agreement has been signed and after it has been printed, it shall be presented to all employees.
- C. 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, and to no other organizations.
- D. Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so by telegram or certified letter at the following addresses:
  - 1. To the Board at: 100 Iona Avenue  
Penns Grove, N.J. 08069
  - 2. To the Association at the President's home address.

ARTICLE 53  
DURATION OF AGREEMENT

- A. This Agreement shall be effective commencing July 1, 2009 and shall remain in effect until June 30, 2012.
- B. This Agreement shall terminate as indicated above, unless extended in writing by agreement between the parties.
- C. Should the State of New Jersey enact a revised minimum salary law during the life of this Agreement, the Board and Association agree that the existing salary guides shall be restructured by the parties in order to reflect the application of any additional money actually received by the district as a result of the change in statute. It is understood by the parties that such revision of the guides shall not be construed as requiring additional negotiations and further that any said guide revision shall not reflect a new cost greater than the amount of money actually received by the district as a result of any such new legislation.

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.

FOR THE  
PENNS GROVE-CARNEYS POINT  
REGIONAL BOARD OF EDUCATION

FOR THE  
PENNS GROVE-CARNEYS POINT  
REGIONAL SCHOOL EMPLOYEES  
ASSOCIATION

PRESIDENT \_\_\_\_\_

PRESIDENT \_\_\_\_\_  
CHARLES NEWTON, PRESIDENT

SECRETARY \_\_\_\_\_  
BRIAN FERGUSON

DATE \_\_\_\_\_

DATE \_\_\_\_\_

SCHEDULE A-1  
TEACHERS' SALARY GUIDE  
2009-2010

STEP	STEP	BA	BA+30	MA	MA+30	D
08-09	09-10					
***	1	48408	50108	50958	52658	53508
1	2	49208	50908	51758	53458	54308
2	3	50208	51908	52758	54458	55308
3	4	51208	52908	53758	55458	56308
4	5	51508	53208	54058	55758	56608
5	6	51808	53508	54358	56058	56908
6	7	52108	53808	54658	56358	57208
7	8	52458	54158	55008	56708	57558
8	9	53508	55208	56058	57758	58608
9	10	54558	56258	57108	58808	59658
10	11	55608	57308	58158	59858	60708
11	12	56708	58408	59258	60958	61808
12	13	57808	59508	60358	62058	62908
13	14	58908	60608	61458	63158	64008
14	15	60808	62508	63358	65058	65908
15	16	62708	64408	65258	66958	67808
16	17	64108	65808	66658	68358	69208
17	18	66308	67708	68408	69808	70508
18	19	69008	70408	71108	72508	73208
19	20	71708	73108	73808	75208	75908
20	21	74048	75208	76230	77958	79208
OFF	22	75856	76208	78101	79598	80208
OFF	23	77708	78708	80026	81158	81958
OFF	24	79478	80208	81766	83291	84158
OFF	25	81875	83400	84163	84708	85852

**Note: off-guide teachers in 2008-2009 move to numbered steps according to the cost-out of the parties.**

SCHEDULE A-2  
TEACHERS' SALARY GUIDE  
2010-2011

STEP	STEP	BA	BA+30	MA	MA+30	D
10-11	11-12					
***	1	49857	51557	52407	54107	54957
1	2	50657	52357	53207	54907	55757
2	3	51657	53357	54207	55907	56757
3	4	52657	54357	55207	56907	57757
4	5	52957	54657	55507	57207	58057
5	6	53257	54957	55807	57507	58357
6	7	53557	55257	56107	57807	58657
7	8	53907	55607	56457	58157	59007
8	9	54957	56657	57507	59207	60057
9	10	56007	57707	58557	60257	61107
10	11	57057	58757	59607	61307	62157
11	12	58157	59857	60707	62407	63257
12	13	59257	60957	61807	63507	64357
13	14	60357	62057	62907	64607	65457
14	15	62257	63957	64807	66507	67357
15	16	64157	65857	66707	68407	69257
16	17	65557	67257	68107	69807	70657
17	18	67757	69157	69857	71257	71957
18	19	70457	71857	72557	73957	74657
19	20	73157	74557	75257	76657	77357
20	21	75497	76657	77679	79407	80657
21	22	77305	77657	79550	81047	81657
22	23	79157	80157	81475	82607	83407
23	24	80927	81657	83215	84740	85607
24/25	25	83324	84849	85612	86157	87301



SCHEDULE A-3  
TEACHERS' SALARY GUIDE  
2011-2012

STEP	STEP	BA	BA+30	MA	MA+30	D
10-11	11-12					
***	1	51503	53203	54053	55753	56603
1	2	52403	54103	54953	56653	57503
2	3	53303	55003	55853	57553	58403
3	4	54203	55903	56753	58453	59303
4	5	54503	56203	57053	58753	59603
5	6	54803	56503	57353	59053	59903
6	7	55103	56803	57653	59353	60203
7	8	55453	57153	58003	59703	60553
8	9	56503	58203	59053	60753	61603
9	10	57553	59253	60103	61803	62653
10	11	58603	60303	61153	62853	63703
11	12	59703	61403	62253	63953	64803
12	13	60803	62503	63353	65053	65903
13	14	61903	63603	64453	66153	67003
14	15	63803	65503	66353	68053	68903
15	16	65703	67403	68253	69953	70803
16	17	67103	68803	69653	71353	72203
17	18	69303	70703	71403	72803	73503
18	19	72003	73403	74103	75503	76203
19	20	74703	76103	76803	78203	78903
20	21	77043	78203	79225	80953	82203
21	22	78851	79203	81096	82593	83203
22	23	80703	81703	83021	84153	84953
23	24	82473	83203	84761	86286	87153
24/25	25	84870	86395	87158	87703	88847

SCHEDULE B  
2009-2010, 2010-2011 and 2011-2012

HIGH SCHOOL

ACADEMIC DECATHLON COACH	\$1,280
ART COORDINATOR	\$1,990
ASSISTANT BAND DIRECTOR	\$2,080
AV/VCR OFFICER	\$2,080
BAND DIRECTOR	\$3,520
BAND CAMP PER HOUR	\$14.60
CHOIR DIRECTOR	\$2,150
DUPONT ACADEMIC LEAGUE ADVISOR	\$1,190
FRESH CLASS ADVISOR	\$1,130
FUTURE TEACHERS OF AMERICA	\$1,630
FARMERS OF AMERICA	\$3,030
GIFTED & TALENTED COORDINATOR	\$3,060
HONOR SOCIETY ADVISOR	\$2,270
INTERACT CLUB ADVISOR	\$650
JAZZ BAND DIRECTOR	\$1,020
JUNIOR CLASS ADVISOR	\$1,680
JUNIOR CLASSICAL LEAGUE	\$1,750
MOCK TRIAL ADVISOR	\$1,160
NEWSPAPER ADVISOR - PER ISSUE	\$215
PEP SQUAD ADVISOR	\$3,030
PLAY CHORAL DIRECTOR	\$1,930
PLAY CONSTRUCTION ASSISTANT	\$830
PLAY COORDINATOR	\$1,550
PLAY COSTUME ASSISTANT	\$830
PLAY DIRECTOR	\$2,170
PLAY MAKEUP ASSISTANT	\$830
PLAY PROP/DESIGN ASST	\$830
RENAISSANCE CLUB ADVISOR	\$1,570
SOPHOMORE CLASS ADVISOR	\$1,300
SENIOR CLASS ADVISOR	\$2,280
STUDENT AFFAIRS COORDINATOR	\$1,900
STUDENT CONGRESS ADVISOR	\$1,720
SUPPLY OFFICER	\$1,560
YEAR BOOK ADVISOR	\$3,200

SCHEDULE B, continued  
2009-2010, 2010-2011 and 2011-2012

MIDDLE SCHOOL

AV/VCR OFFICER	\$2,080
BAND DIRECTOR	\$1,230
BAND CAMP PER HOUR	\$14
CHESS CLUB	\$1,150
CLASS ADVISOR 7TH GRADE	\$1,530
CLASS ADVISOR 8TH GRADE	\$2,180
HONORS CLUB ADVISOR	\$1,150
SUBJECT AREA COORDINATOR	\$2,020
SUPPLY OFFICER	\$1,560
YEARBOOK ADVISOR	\$1,350

ELEMENTARY

GIFTED ART CLUB ADVISOR	\$400
SAFETY PATROL ADV	\$400
YOUNG ASTRONAUTS	\$1,190
YEARBOOK	\$910

GENERAL

COMPUTER COORD	\$3,740
SPECIAL CLASS DIFFERENTIAL (Grandfathered)	\$1,290
TRAVEL (per mile): Prevailing IRS rate as of July 1 each year	

At the time of ratification of the parties' 2009-2012 Agreement, the State regulation limiting mileage to the State rate was in place. If the regulation is changed through State administrative action or final court decision, the mileage rate to be paid will be the IRS rate as of the effective date of the regulation change or the court decision.

SCHEDULE C  
2009-2010, 2010-2011 and 2011-2012

COACHING POSITION

BASEBALL ASSISTANT	\$2,700
BASEBALL, HEAD	\$4,100
BASKETBALL, ASSISTANTS	\$2,940
BASKETBALL, HEAD	\$4,500
CHEERLEADING	\$4,100
CROSS CTRY, HEAD	\$3,800
FIELD HOCKEY, ASSISTANTS	\$2,700
FIELD HOCKEY, HEAD	\$4,100
FOOTBALL ASSISTANTS	\$3,800
FOOTBALL HEAD	\$5,700
GOLF HEAD COACH	\$3,800
INTRAMURAL COACH (MIDDLE SCHOOL)	\$680
INTERSCHOLASTIC ASST COACH (MIDDLE SCHOOL)	\$1,470
SOCCER, ASSISTANTS	\$2,700
SOCCER, HEAD (BOY/GIRL)	\$4,100
SOFTBALL ASSISTANTS	\$2,700
SOFTBALL, HEAD	\$4,100
SWIMMING COACH	\$3,800
TENNIS, HEAD (BOY/GIRL)	\$3,800
TENNIS, ASSISTANT	\$2,700
TRACK, ASSISTANTS	\$2,700
TRACK, HEAD (BOY/GIRL)	\$4,100
WEIGHT ROOM SUPERVISOR (PER HOUR)	\$14.86
WINTER TRACK, HEAD	\$4,100
WRESTLING ASSISTANT	\$2,940
WRESTLING, HEAD	\$4,500

SCHEDULE D-1  
 CUSTODIAL- MAINTENANCE PERSONNEL SALARY GUIDE  
 2009-2010

STEP	STEP	REG	ELGRHD	HSGRMA	ACT	CT
08-09	09-10					
***	1	36494	38994	43434	43434	47994
1	2	36894	39344	43784	44379	49394
2	3	37244	39694	44134	45324	50694
3	4	37594	40044	44484	46269	52094
4	5	37944	40394	44834	47214	53494
5	6	38294	40744	45184	48159	54894
6	7	38644	41094	45534	49104	56294
7	8	38994	41444	45884	50049	57494
8	9	39344	41794	46234	50994	58694
9	10	39694	42144	46584	51939	59894
10	11	40044	42294	46934	52889	61094
11	12	41194	43644	48084	53046	61294
12	13	42344	44794	49234	53204	61494
13	14	43494	45944	50384	53361	61694
14	15	44644	47094	51534	53519	61894
15	16	45794	48194	52684	53676	62094
16-17	17	48094	50494	53834	53834	62294

Column headings:

REG = Regular Custodian

ELGRHD = Elementary Custodian/Head Grounds Keeper

HSGRMA = High School Head Custodian Grounds Helper/Maintenance Worker

ACT = Assistant Computer Systems Technician

CT = Senior Technology Technician

SCHEDULE D-2  
 CUSTODIAL- MAINTENANCE PERSONNEL SALARY GUIDE  
 2010-2011

STEP	STEP	REG	ELGRHD	HSGRMA	ACT	CT
09-10	10-11					
***	1	37492	39992	44432	44432	48992
1	2	37892	40342	44782	45377	50392
2	3	38242	40692	45132	46322	51692
3	4	38592	41042	45482	47267	53092
4	5	38942	41392	45832	48212	54492
5	6	39292	41742	46182	49157	55892
6	7	39642	42092	46532	50102	57292
7	8	39992	42442	46882	51047	58492
8	9	40342	42792	47232	51992	59692
9	10	40692	43142	47582	52937	60892
10	11	41042	43292	47932	53887	62092
11	12	42192	44642	49082	54044	62292
12	13	43342	45792	50232	54202	62492
13	14	44492	46942	51382	54359	62692
14	15	45642	48092	52532	54517	62892
15	16	46792	49192	53682	54674	63092
16-17	17	49092	51492	54832	54832	63292

Column headings:

REG = Regular Custodian

ELGRHD = Elementary Custodian/Head Grounds Keeper

HSGRMA = High School Head Custodian Grounds Helper/Maintenance Worker

ACT = Assistant Computer Systems Technician

CT = Senior Technology Technician

SCHEDULE D-3  
 CUSTODIAL- MAINTENANCE PERSONNEL SALARY GUIDE  
 2011-2012

STEP	STEP	REG	ELGRHD	HSGRMA	ACT	CT
10-11	11-12					
***	1	38593	41093	45533	45533	50093
1	2	38993	41443	45883	46478	51493
2	3	39343	41793	46233	47423	52793
3	4	39693	42143	46583	48368	54193
4	5	40043	42493	46933	49313	55593
5	6	40393	42843	47283	50258	56993
6	7	40743	43193	47633	51203	58393
7	8	41093	43543	47983	52148	59593
8	9	41443	43893	48333	53093	60793
9	10	41793	44243	48683	54038	61993
10	11	42143	44393	49033	54988	63193
11	12	43293	45743	50183	55146	63393
12	13	44443	46893	51333	55303	63593
13	14	45593	48043	52483	55461	63793
14	15	46743	49193	53633	55618	63993
15	16	47893	50293	54783	55776	64193
16-17	17	50193	52593	55933	55933	64393

Column headings:

REG = Regular Custodian

ELGRHD = Elementary Custodian/Head Grounds Keeper

HSGRMA = High School Head Custodian Grounds Helper/Maintenance Worker

ACT = Assistant Computer Systems Technician

CT = Senior Technology Technician

SCHEDULE E-1  
SECRETARIES' SALARY GUIDE  
2009-2010

STEP	STEP	12 MO	10 MO
08-09	09-10		
***	1	36450	32091
1	2	36850	32430
2	3	37330	32767
3	4	37650	33110
4	5	38050	33449
5	6	38450	33789
6	7	38850	34128
7	8	39250	34468
8	9	39650	34808
9	10	40050	35147
10	11	41250	36166
11	12	42450	37185
12	13	43650	38204
13	14	44850	39192
14	15	46050	40242
15	16	47250	41261
16-17	17	48450	42281



SCHEDULE E-2  
SECRETARIES' SALARY GUIDE  
2010-2011

STEP	STEP	12 MO	10 MO
09-10	10-11		
***	1	37750	33235
1	2	38150	33575
2	3	38630	33909
3	4	38950	34253
4	5	39350	34592
5	6	39750	34931
6	7	40150	35270
7	8	40550	35610
8	9	40950	35949
9	10	41350	36288
10	11	42550	37306
11	12	43750	38324
12	13	44950	39342
13	14	46150	40328
14	15	47350	41378
15	16	48550	42397
16-17	17	49750	43415

SCHEDULE E-3  
SECRETARIES' SALARY GUIDE  
2011-2012

STEP	STEP	12 MO	10 MO
10-11	11-12		
***	1	38970	34310
1	2	39370	34648
2	3	39850	34979
3	4	40170	35326
4	5	40570	35664
5	6	40970	36003
6	7	41370	36342
7	8	41770	36681
8	9	42170	37020
9	10	42570	37359
10	11	43770	38376
11	12	44970	39392
12	13	46170	40410
13	14	47370	41394
14	15	48570	42444
15	16	49770	43462
16-17	17	50970	44480

SCHEDULE F-1  
INSTRUCTIONAL AIDES' SALARY GUIDE  
2009-2010

STEP	STEP	IA	SPA	SEA
08-09	09-10			
***	1	16363	17855	20177
1	2	16513	18005	20327
2	3	16663	18155	20477
3	4	16813	18305	20627
4	5	17063	18453	20777
5	6	17313	18705	21027
6	7	17563	18955	21277
7	8	17813	19505	21527
8	9	18713	20105	22427
9-10	10	19613	21005	23327

Effective July 1, 2006, Instructional Aides and Specialist Aides who have completed specific levels of undergraduate credits shall receive the following annual stipend beginning on the September 1<sup>st</sup> following the attainment of the specified number of credits:

<u>Credits</u>	<u>Stipend</u>
48	\$100
60	\$150
75	\$300

Column headings

IA = Instructional Aides

SPA = Specialist Aides

SEA = Security Aides

SCHEDULE F-2  
INSTRUCTIONAL AIDES' SALARY GUIDE  
2010-2011

STEP	STEP	IA	SPA	SEA
09-10	10-11			
***	1	16758	18250	20572
1	2	16908	18400	20722
2	3	17058	18550	20872
3	4	17208	18700	21022
4	5	17458	18848	21172
5	6	17708	19100	21422
6	7	17958	19350	21672
7	8	18208	19900	21922
8	9	19108	20500	22822
9-10	10	20008	21400	23722

Effective July 1, 2006, Instructional Aides and Specialist Aides who have completed specific levels of undergraduate credits shall receive the following annual stipend beginning on the September 1<sup>st</sup> following the attainment of the specified number of credits:

<u>Credits</u>	<u>Stipend</u>
48	\$100
60	\$150
75	\$300

Column headings

IA = Instructional Aides  
SPA = Specialist Aides  
SEA = Security Aides

SCHEDULE F-3  
INSTRUCTIONAL AIDES' SALARY GUIDE  
2011-2012

STEP	STEP	IA	SPA	SEA
10-11	11-12			
***	1	17156	18648	20970
1	2	17306	18798	21120
2	3	17456	18948	21270
3	4	17606	19098	21420
4	5	17856	19246	21570
5	6	18106	19498	21820
6	7	18356	19748	22070
7	8	18606	20298	22320
8	9	19506	20898	23220
9-10	10	20406	21798	24120

Effective July 1, 2006, Instructional Aides and Specialist Aides who have completed specific levels of undergraduate credits shall receive the following annual stipend beginning on the September 1<sup>st</sup> following the attainment of the specified number of credits:

<u>Credits</u>	<u>Stipend</u>
48	\$100
60	\$150
75	\$300

Column headings

IA = Instructional Aides  
SPA = Specialist Aides  
SEA = Security Aides

SCHEDULE G  
 NON-INSTRUCTIONAL AIDES' SALARY GUIDE  
 2009-2010, 2010-2011 and 2011-2012

STEP	STEP	2009-2010
08-09	09-10	RATE
***	1	10.43
1	2	10.58
2	3	10.73
3	4	10.88
4	5	10.97
5	6	11.38
6	7	11.63
7	8	11.88
8	9	12.43
9-10	10	13.08

STEP	2010-2011
10-11	RATE
1	10.70
2	10.85
3	11.00
4	11.15
5	11.24
6	11.65
7	11.90
8	12.15
9	12.70
10	13.35

STEP	2011-2012
11-12	RATE
1	10.97
2	11.12
3	11.27
4	11.42
5	11.51
6	11.92
7	12.17
8	12.42
9	12.97
10	13.62

SCHEDULE H-1  
CAFETERIA HOURLY RATES FOR ALL EMPLOYEES  
HIRED ON OR BEFORE SEPTEMBER 1, 1991  
2009-2010, 2010-2011 and 2011-2012

TITLE	2009-2010 RATE	2010-2011 RATE	2011-2012 RATE
Cafeteria General Worker	\$14.90	\$15.42	\$15.96
Assistant Cooks, Head Prep Employee	\$15.02	\$15.54	\$16.09
Head Cook, Manager	\$15.54	\$16.09	\$16.65
Head Manager	\$15.88	\$16.43	\$17.01

SCHEDULE H-2  
CAFETERIA HOURLY RATES FOR ALL EMPLOYEES  
HIRED AFTER SEPTEMBER 1, 1991  
2009-2010, 2010-2011 and 2011-2012

TITLE	2009-2010 RATE	2010-2011 RATE	2011-2012 RATE
Cafeteria General Worker	\$10.92	\$11.30	\$11.70
Assistant Cooks, Head Prep Employee	\$11.14	\$11.53	\$11.93
Van Driver	\$11.34	\$11.74	\$12.15
Head Cook (HS), Head Cook Manager	\$11.56	\$11.97	\$12.39
Head Manager	\$11.77	\$12.18	\$12.61

SCHEDULE H-3  
CAFETERIA  
MISCELLANEOUS COMPENSATION PROVISIONS

- A. Any employee receiving a higher straight time rate than listed for the particular classifications shall not have his/her wages reduced as a result of this Agreement or the rates negotiated for new hires.
- B. No employee currently receiving a classification differential shall have that differential reduced during the life of this Agreement unless it is the result of a disciplinary action or a voluntary move to a lower classification.
- C. Any cashier who is required to deposit money shall receive \$1.00 for each day they do so.

APPENDIX A  
CAFETERIA EMPLOYEES' HEALTH BENEFITS ENTITLEMENTS

<u>ELIGIBLE EMPLOYEES</u>	<u>INSURANCE ENTITLEMENT</u>	<u>AFLAC</u>
Childs, Diane	PPO MEDICAL	HUSBAND WIFE \$811
Johnson, Cindy	PPO MEDICAL, PRESCRIPTION	SINGLE \$811
King, Frances	PPO MEDICAL, PRESCRIPTION	SINGLE \$811
Tozour, Carol	PPO MEDICAL	SINGLE \$811
Whitney, Sue	MARRIED TO EMPLOYEE	\$811
Wright, Frances	PPO MEDICAL, PRESCRIPTION	SINGLE \$811