

PREAMBLE

This Agreement entered into this first day of July 1, 2003, 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

Excluded are:

1. Professional administrators
2. Confidential or supervisory personnel
3. Per diem employees
4. Cafeteria employees
5. Bus Drivers
6. Supervisor of Maintenance
7. Food Service Director

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 employees shall be defined as those employees who work more than twenty-five (25) hours per week on a regular basis. All other employees shall be considered part-time. Occasional use of part-time employees over twenty-five (25) hours shall be permitted if extra hours are voluntary, however, any part-time employees who averages twenty-seven and one half (27 ½) hours per week in any given school year shall automatically be considered full-time in the following school year.

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 this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
  - 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 by either party to the American Arbitration Association or 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 American Arbitration Association or 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 American Arbitration Association or 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 by the losing party to be designated by the Arbitrator. Should an individual or group of employees proceed to arbitration without the Association's consent and lose, then they and not the Association, shall bear the costs. 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

1. 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 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 on 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 follow 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 tenants 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 teacher members of the Association's Executive Committee may be permitted to leave their buildings to conduct Association business during their preparation period and during the time that teachers 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 teachers' 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 two 1:45 p.m. dismissals to all unit members for Association meetings. Dates for the meetings 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.
- J. The Association shall have the right to reasonable use of a word processor, copier, and an audio visual unit, subject to paying for any incurred costs.
- K. The Association President or his 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
  - 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.

3. HOLIDAYS 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 scheduled by the Administration and may not be accumulated or carried over without the express approval of the Superintendent or his 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.

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 shall be allowed to attend the N.J.E.A. Convention, but shall not be paid for such days unless you are a Head Custodian.

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 12:00 noon 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. Light Duty – Custodians may be required to perform light duty when they have been out due to injury. Light duty shall be on a case by case basis after approval by the Association.

ARTICLE 8  
AIDES WORKING CONDITIONS

A. 1. 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.

B. 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.

- E. Unless excused by the Superintendent, Instructional and Specialist aides shall be required to take forty – eight (48) college credits and will be reimbursed at the Salem County Community College rate. 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 alternate program remains an option.

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 Christmas vacation, 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 1<sup>st</sup> or who retires or resigns shall receive a pro-rated vacation allowance in their initial/final school year of employment. Child Study Team members employed after September 1, 2000 shall be required to bank two (2) weeks of vacation allowance during each of their first two (2) years of employment. They may use vacation allowance at the rate of four (4) weeks per year thereafter. 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 thirty (30) 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 20 minutes after the pupils on regular school days and the same time as the pupils on Fridays and 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 \$27.50 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 \$27.50 per hour.

- D. Teacher Department heads shall not be assigned more than four (4) student instruction periods.
- E. Subject Area Coordinators shall have one (1) day per month released time to conduct meetings.
- F. Except for emergencies, employees may leave the building without requesting permission during their scheduled duty-free lunch periods, but shall sign in and out.
- G. 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 four (4) days notice, except for illness or emergency, the meeting shall count as one of the required meetings. It may still be held but attendance will not be mandatory.
- H. 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. Other teacher members of the bargaining unit who are not regular classroom teachers shall be provided with not less than at present preparation time.

I. 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. ADD NEW: 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.  
Those employees who conducted ISS during the 2002-2003 school year shall receive one (1) additional personal day per year over the length of this Agreement.
- 4.. Coverage vouchers shall accumulate and be paid twice a year, the first pay in January and the second pay in June.

J. 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.

K. 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.

L. 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.

- M. 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.
- N. If extra instruction time is assigned it shall be paid at the extra instructional rate and can not come out of preparation time. The teachers so assigned can only be used for non-instructional duties outside of the pupil day. No more than two (2) 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. 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.
- O. Assignment schedules for teacher specialists shall be functional the first pupil day of school.
- P. On in-service/orientation days done by the district when pupil attendance is not required, the total work day for teachers shall not exceed six (6) hours in length exclusive of a one (1) hour minimum duty-free lunch period if lunch is provided by the district. Otherwise the lunch period shall be one and one half (1 1/2) hours in length. Any in-service days not done by the district shall follow that agenda provided that the program cannot exceed seven (7) hours total.
- Q. On early pupil dismissal days when teacher attendance will be required until the normal pupil dismissal time, teachers in grades Preschool to 6 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 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.
- R. 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.

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. In the event that a reduction in force is made 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. Two (2) seniority lists shall be developed; one for instructional aides and specialist aides, and one for security aides and non-instructional aides, and any reduction in force shall be made with the principle of seniority within each job classification.
- B. When an aide is placed on layoff, that employee may bump back to a non-instructional aide position if such a slot exists, and if the aide is senior to other non-instructional aides.
- C. The formula for determining such seniority is the number of years times the number of hours of instructional aide work in Penns Grove-Carneys Point versus the number of years times the number of hours of non-instructional aide work in Penns Grove-Carneys Point.
- D. 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.
- E. Any seniority and benefits to which an aide is entitled shall be frozen while an aide is on layoff until they return.
- F. 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 identify to the Association the duties assigned at the High School and Middle School for the 2000-2001 school year. 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 it is possible.

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 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.
  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 and Association President are exempt from homerooms. For purposes of assignment for the 2003-2004 school year, those teachers who were assigned a homeroom during the 2002-2003 school year will be considered to have served a 'first' homeroom.
  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 through 6, then when such aides are absent, teachers may be required to substitute on a rotating basis. Such requirements shall reside solely with the administration.
- D. All staff members of the Field Street School are awarded three additional personal business days, to be used over the next three years. No restriction on the use of the days is to be in effect other than that no more than four staff members may request a "personal compensatory day" on the same date.

ARTICLE 13  
EMPLOYMENT

- A. Each employee shall be placed on his proper step of the salary schedule except that initial placement of employees on the salary guide shall reside with the Board.
- 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.
  - 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.
- C. All staff will receive their second pay in June by mail or direct deposit on/or before 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 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 guides shall occur on the next pay period upon receipt of official transcripts and approval by the Board at the next Board meeting after receipt of transcripts. There shall be no retroactive payment.
  - 1. 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.
  - 2. 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 guide, they shall be placed on the same step they occupied at the time of the move within the aide salary guide
- 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.

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 fourth 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 \$27.50 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 four (4) 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. All teachers, secretaries, custodians, and aides 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.
- 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. No reason for personal business days (three (3) per year) 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.
  - 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. 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.

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. An employee who requests child-rearing unpaid leave of absence shall be granted same provided:

1. Written application for such leave must be delivered to the Board at least thirty (30) calendar days prior to the commencement of such leave.
2. The employee and the Board of Education shall mutually agree to the date for the leave termination.

3. 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.
  4. 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 defacto 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 an 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 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 individuals 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.
  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 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.

- C. Certified teachers may take courses without prior approval, but in order to be eligible for tuition reimbursement the following criteria must be met.
1. The applicant must receive a mark equivalent to "A", "B" or "pass" in a Pass/Fail course.
  2. No employee will be reimbursed for more than twelve (12) semester hours credit completed during any one fiscal year.
  3. Reimbursement 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.
  4. The teacher must be fully certified in his/her area of teaching assignment.
  5. Courses must be in the teachers area of certification and/or teaching assignment.
  6. Courses must be graduate level.
  7. Superintendent's approval is required in writing before registering for courses or degree programs.
  8. There shall be a cap of \$66,000.00 for tuition reimbursement for each year of the Agreement . The Association will have the right to re-negotiate, if additional funds become available, but the Board shall reserve the right to offer any additional funds for tuition reimbursement. All tuition reimbursement must have the approval of the Superintendent.
- D. 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..
- E. Each year by March 1 the Superintendent shall provide the Association with a list of core courses from Salem Community College which shall be automatically approved for Instructional and Specialist Aides.
- F. Employees shall receive reimbursement within forty-five (45) days of verification by transcript or other evidence of successful course completion. 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.
- G. 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.

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.

ARTICLE 31  
INSURANCE PROTECTION FOR TEACHERS, SECRETARIES, CUSTODIANS AND AIDES

- 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.
  - 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 it's 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 shall provide a prescription insurance plan for teachers, secretaries and custodians and their dependents, where applicable, with the following maximum co-payment amounts:

Period	Brand Name	Preferred Brand	Generic	Mail Order G or B
1/2003 – 2006	\$20	\$10	\$2	\$0

- 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 my, 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.

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

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.
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 if 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 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. 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.
- 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.

ARTICLE 35  
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 36

DURATION OF AGREEMENT

- A. This Agreement shall be effective commencing July 1, 2003 and shall remain in effect until June 30, 2006.
- 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 \_\_\_\_\_  
JEANETTE HARBESON

PRESIDENT \_\_\_\_\_  
JOANNE MARSHALL, PRESIDENT

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

DATE \_\_\_\_\_

DATE \_\_\_\_\_