

**AGREEMENT**

**Between the**

**PENNSAUKEN SUPPORT STAFF ASSOCIATION**

**And the**

**PENNSAUKEN BOARD OF EDUCATION**

**July 1, 2007 to June 30, 2010**

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**ARTICLE I**  
**RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive and sole representative for the unit of employees as hereinafter defined for the purposes of collective bargaining with respect to wages and terms and conditions of employment.

B. The term employee, as used in this Agreement shall consist of all: Non-Teaching assistants (10 month) and all full-time (12 month) and regular part-time (10 month) bus drivers and bus aides; all full time school district educational assistants and full-time office clericals formerly represented by the Pennsauken Educational Assistants Association, but specifically excluded: Managerial executives, confidential employees and supervisory employees within the meaning of the PERC law; professional employees; custodial and maintenance employees; cafeteria employees; craft employees; police employees; guards and 10 month substitute drivers and aides and part-time and substitute aides; and all secretarial and clerical employees represented by the Pennsauken Association of Educational Secretaries; central office employees; business office personnel; and payroll clerks.

**ARTICLE II**  
**NEGOTIATION PROCEDURE**

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.

B. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals consider proposals and make counter-proposals in the course of negotiation.

C. This Agreement incorporates the entire understanding of the parties on all matters that 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 of the parties at the time they negotiated or executed this Agreement.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

F. Whenever members of the bargaining unit and Board or its representatives are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they shall suffer no loss in pay.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**Section 1. Definitions**

A. Grievance - A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of a term of this Agreement affecting an employee or a group of employees. However, only members of the transportation department may also grieve matters of Board policy.

B. Grievant - A grievant is the person, persons or Association making the claim.

C. Party in Interest - A party in interest is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

**Section 2. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the contractual problems that may from time to time arise affecting employees.

**Section 3. Procedure**

A. Any grievant shall have the right to initiate an appeal of the interpretation, application or violation of this Agreement through the grievance procedure within thirty (30) calendar days of the occurrence of the event or thirty (30) calendar days from the time the grievant should have known of the occurrence of the event.

B. The grievant shall be assured of freedom from coercion and shall have the right in the grievance procedure to represent themselves, to use a representative selected and approved by the Association, or a representative selected and approved by the grievant.

C. The time granted for decision at each level shall be considered a maximum time and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.

**Section 4. Levels and Limits: Step 1** - Whenever a grievant has a complaint, it shall first be discussed with the immediate supervisor or principal in an attempt to resolve the matter. If the matter is not resolved to the satisfaction of both parties, the grievant may, within five (5) school days, set forth his or her grievance in writing specifying:

- (a) The identity of the grievant or grievants.
- (b) A general description of the grievance.
- (c) The nature of the relief sought.
- (d) The date of the initial informal presentation.
- (e) The name and title to whom the informal presentation was made.
- (f) The signature of the grievant or grievants.

The immediate supervisor or principal shall communicate his/her decision to the grievant in writing within three (3) school days of the receipt of the written grievance.

**Step 2** - In the case of the Transportation Department, the first appeal shall be to the Business Administrator. That appeal of the Step 1 decision must be filed within five (5) days of the decision below. The B.A. shall then have five (5) business days of the receipt of the appeal to issue their response. Thereafter(All departments), the

grievant may appeal the decision at Step 1 to the Superintendent of Schools in writing within five (5) school days after receipt of the Step 1 decision. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days shall communicate his or her decision in writing to the grievant. The appropriate representative or representatives of the Association may confer with the Superintendent or his or her designee in an effort to resolve the matter.

Step 3 - The grievant may appeal the decision at Step 2 to the Board of Education in writing within five (5) school days after receipt of the Step 2 decision. The appeal shall be submitted to the Superintendent, who shall attach all related papers and forward the appeal to the Board of Education. The Board, or a committee thereof, shall review the appeal and shall, at the option of the Board, hold a hearing with the grievant and the grievant's representatives, if any, and shall render a decision in writing within forty-five (45) calendar days of the receipt of the grievance by the Board.

Step 4 - If any party in interest is dissatisfied with the decision reached at Step 3, such fact shall be made known to the Association and/or Board. The Association and/or the Board shall, within ten (10) days of the decision reached at Step 3, notify the other party of the intention to proceed to arbitration. Only the parties signature to this Agreement, namely, the Association and the Board of Education, shall have the right to proceed to arbitration and said right shall not accrue to an individual employee, group of employees, Board member or group of Board members. The arbitration shall be advisory only and shall be conducted under the rules of the American Arbitration Association. The arbitrator shall be limited to the issues submitted to him or her and shall consider nothing else. The arbitrator can add nothing, nor subtract anything from, the Agreement between the parties.

#### Section 5. Reprisals

No reprisals of any kind shall be taken by the Board or any member of the administration against any grievant, party in interest, representative or member of the Association, or any other participant in the grievance procedure by reason of such participation.

#### Section 6. Miscellaneous

A. If a grievance affects a group or class of employees from more than one school, the Association may initiate the grievance at Step 2 of the procedure set forth herein. If a grievance affects a group or class of employees from only one school, then all steps of the grievance procedure must be utilized.

B. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step and such decision shall be deemed a final determination of the grievance.

C. All meetings and hearings conducted in the grievance procedure shall not be conducted in public and shall include only parties in interest and their designated or selected representatives. Any final action taken by the Board shall be by resolution at a public meeting of said Board.

Section 7. Exclusions. The following matters shall not be grievable:

- A. The termination or non-renewal of the contract of an employee with less than three (3) years service. (No tenure is hereby inferred).
- B. In matters where a method of review is prescribed by law, or by any rule, regulation or by law of the State Commissioner of Education.
- C. In matters where the Board is without authority to act.

Section 8. Costs

- A. Each party shall bear the total cost incurred by them.
- B. The fees and expenses of the Arbitrator will be shared equally by the grievant and the Board.
- C. Unless mutually agreed to by a representative of the Board and representatives of the Association, arbitration proceedings will not take place during the school day.

#### **ARTICLE IV BOARD RIGHTS**

Except as otherwise contained herein, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey, including but not limited to the exclusive management and administrative control of the school system, its properties and facilities, the right to select, hire, and transfer employees, supervisory and otherwise, the right to discipline, suspend or discharge for just cause, the right to relieve employees from duty because of lack of work or other legitimate reasons, and subject to Article VIII, the right to schedule work and to assign overtime.

#### **ARTICLE V EMPLOYEE RIGHTS**

A. Pursuant to Chapter 123, Public Laws of 1974, the Board and the Association hereby agree that every employee of the Board shall have the right to refrain from or to freely organize, join and support the Association for the purpose of engaging in collective negotiations with the Board. The Board and the Association and they agree that they shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, other laws of New Jersey or the Constitutions of New Jersey and the United States of America; that they shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership or lack of membership in the Association, his/her participation or lack of participation in any activities of the Association; collective negotiations with the Board; or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

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

D. Every employee shall be notified by the Board of Education of his/her employment or non-employment status and salary for the ensuing school year by written notice by the last school day.

E. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies, at the employee's expense, of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

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

#### **ARTICLE VI** **ASSOCIATION RIGHTS**

A. The Board agrees to make available, from time to time, to the Association's President, or his/her designee, in response to reasonable requests, information concerning those matters that are a matter of public record.

B. Upon permission being granted by the appropriate administrator, representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to contact individual Association members on school property.

C. The Association and its representative shall have the right to use school buildings at all reasonable hours for meetings. Such meetings shall be arranged by a formal application from the Association to the Board.

D. The Association shall have the right to use the inter-school mail facilities, email and school mailboxes as it deems necessary and without the approval of the building principal or other members of the administration. The Board assumes no responsibility for delivery.

E. The Association shall have the right to use school facilities and equipment, including typewriters, computers, copiers, other duplicating equipment and calculating machines, at reasonable times, when such equipment is not otherwise in use, subject to approval, of the Superintendent, or his designee which approval shall not be unreasonably withheld. The Association shall pay for the reasonable costs of all materials, supplies and unusual damage incident to such use.

- F. All meeting times between the two parties shall be mutually agreed upon.
- G. The Association shall receive, upon request, a bi-monthly list of weekly hours worked by all transportation unit members.
- H. The Association President and one Vice-President shall receive a minimum of four (4) hours of released time per year for administration of union business at their principal's discretion, subject however to the restrictions set forth herein.
- I. In the event that the persons holding those above listed positions are in the Transportation Department, then in the alternative, the Board will permit only paid leave time and only two (2) "PM" runs per year at the request of the Association President for attendance at association workshops/training provided the following conditions can be met: 1) such request must be made no less than two (2) full weeks before the date involved; 2) the attendee is identified at the time of submission and is either the president or their designee; and all is conditioned upon the district being able on the requested date to meet all its needs for coverage of runs.
- J. The parties agree that all privileges conferred on the Association under this Article may be suspended by the Board during a violation of Article XIV.

## **ARTICLE VII**

### **SALARIES**

- A. The wages of all current employees covered by the Agreement shall be increased from their current hourly rate as set forth on the lists attached.
- B. Employees shall receive their paychecks on alternate Fridays. When a pay falls on a school holiday or during vacation, employees shall receive their paychecks on the last previous working day.
- C. Ten (10) month employees shall be paid a base pay for twenty-one pay periods. This base pay will be computed by multiplying one hundred eighty (183) days for Educational Assistants and Non-teaching Assistant unit members, one hundred eighty one (181) days for Transportation unit members, times the regular base hours per day times the employees' hourly pay and dividing the sum by twenty-one (21) pay periods. Any additional compensation earned shall be included in the check following the pay period in which the employee earned the additional compensation. Any deductions taken for days not worked by the employee shall be deducted from the check following the pay period in which the employee did not work such day(s). (No deductions, however, shall be taken for any paid leave days as permitted by this contract.) Paying the employees a base pay shall not be construed to grant the ten (10) month employees holiday pay or vacations with or without pay.
- D. All bus aides assigned to bus runs which the coordinator designates in his discretion



shall receive an additional \$.50/hour differential during the actual time on that designated run.

E. Pension-base for employee and Board contributions to the applicable pensions shall be made on the regular base hours per week.

F. Employees may independently elect to have a portion of their salary withheld and deposited to their credit in the South Jersey Federal Credit Union upon executing appropriate payroll authorization forms. Such payroll authorization may be modified as needed.

### **ARTICLE VIII** **WORK ASSIGNMENTS - TRANSPORTATION**

A. The workweek shall be from Monday to Friday although the parties understand that transportation needs often are required to be met during weekend periods or holidays.

B. Full-time transportation employee's regular workweek shall consist of forty (40) hours and shall consist of twelve (12) months, provided work is available.

C. Ten (10) month transportation employees' regular work week shall consist of at least (20) hours and the work year shall consist of no more than one hundred eighty three (183) days from September 1 through June 30, provided work is available. Any work performed in excess of one hundred eighty one (181) days shall be compensated at the employee's regular, straight-time hourly rate.

1. The Board shall have the right to hire employees who are scheduled to work less than twenty (20) hours per week to the extent necessary to provide transportation coverage not provided after all full-time (12 month) and ten (10) month, twenty (20) hour employees' schedules have been assigned. In this regard, permanent runs and extra runs will first be assigned to the full time (12 month) and 10 month, twenty (20) hour employees in accordance with this Agreement.

2. In no event shall the Board be required to assign any employee to any run or other work if that assignment will likely result in the employee working in excess of forty (40) hours in any week. However, in cases where an assignment is made which will likely involve such excess hours, then the Board may make that assignment in a manner which will require payment of the least amount of overtime pay. Such assignment is by seniority.

D. Anything in this Agreement to the contrary notwithstanding, the Board has the right to compel the least senior available driver to provide transportation where for whatever reason another driver is not otherwise available or the transportation cannot otherwise be provided. The Board is under no obligation to make telephone calls but rather the employee who is required to drive may be selected from those who are present when the need becomes known. It is the intent of this provision that under no circumstances will a transportation need go uncovered and the Board has the right to make any assignment necessary to provide the coverage in a timely fashion.

E. All employees shall attend a two-hour orientation meeting on the Thursday prior to Labor Day from 9:00 a.m. to 11:00 a.m. to discuss bus routes, time and stops. Employees shall be paid at their pro-rated hourly rate.

F. The week day proceeding the opening of schools shall be an in service program not to exceed six (6) hours.

G. During the first district in-service day, the Board shall provide a three (3) hour in-service for all employees of this bargaining unit.

H. The only restriction on the Boards discretion to offer 12 month positions to any employee shall be that employees hired after July 1, 1995 shall not be eligible for a 12 month position until all more senior drivers are offered the position.

I. There shall be a 90 calendar-day probation period for all new hires.

#### **WORK ASSIGNMENTS –EDUCATIONAL ASSISTANTS**

J. 1. Six hour assistants – Employees in this category are assigned to work six (6) hours during each pupil day excluding a thirty (30) minute lunch period.

2. Six and one half hour (6.5) assistants– Employees in this category are assigned to work six and one half hours (6.5) during each pupil day excluding a thirty (30) minute lunch period.

K. One day will be used for in-service period for Educational Assistants and Non-Teaching Assistants.

L. Employees will be permitted to leave the building during their lunch period and their break period but only upon condition that they sign out and sign in at the main office upon leaving and entering the building.

M. Each employee shall be entitled to a fifteen (15) minute break each day. This break can be taken at any time during the day when it does not conflict with the employee's assigned duties.

N. In a situation where an educational assistant is needed for more than fifteen (15) minutes to maintain a classroom and such was not prescheduled but was able to have been prescheduled, the educational assistant will be paid a minimum of one (1) hour (at their individual hourly rate) additional, and fractionally thereafter. In the event of an emergency, coverage will be provided by the EA at no additional compensation. Educational Assistants may not be used or replaced serially in order to attempt to circumvent the minimum additional/compensation stated above.

#### **WORK ASSIGNMENTS –NON-TEACHING ASSISTANTS**

O. The total in-school employee work day shall be seven and one-half (7 1/2) hours. The duty-free lunch period in the middle school and high school shall be no less than the pupils receive. The duty-free lunch period for elementary school employees shall be

forty-five (45) minutes.

P. Every employee shall be entitled to a daily break of 25 minutes.

Q. Work hours shall be up to 7.5 hours per day as determined by the building administrator. Unless an emergency situation should arise or unless the district goes to split sessions, those shifts shall not begin before 6:45 a.m. or exceed 4:00 p.m. The Administrator shall establish the times of the shifts annually.

R. Work week: The workweek will be Monday to Friday. Any other required day shall be for additional compensation unless it was a make-up for inclement weather closing.

S. Employees will be permitted to leave the building during their lunch period and their break period but only upon the condition that they sign out and sign in at the main office upon leaving and entering the building.

T. Substitutes

1. If an NTA is certified to substitute and is required to do so for an entire school day, he or she will be paid at the current rate of substitute pay or the employee's regular pay, whichever is greater.

2. If that NTA is assigned as a substitute to cover a class for the entire day, then that EA or NTA shall follow that teacher's schedule during the course of that teacher's school day. To the extent that this lengthens the work day, the employee shall be paid either additional straight time in quarter-hour (1/4) increments, or overtime if required by law. To the extent that this shortens their normal shift, then they may be required to resume their normal duties until the end of their normal day. Such employees are required to prepare for class during preparation periods.

U. The Board of Education will reimburse such employee the cost of either repair or replacement, at its option, of any personal items lost or damaged while performing their duties within a reasonable time.

## ARTICLE IX

### OVERTIME/EXTRA DUTY PAY/ REPORTING PAY/CALL BACK PAY

#### Section 1. For Transportation Department

A. Extra-Duty is defined as any time worked at regular duties or other assigned duties, consistent with this Agreement, either before or after regular daily work hours.

B. Overtime pay at one and one-half (1 1/2) times an employee's regular straight-time rate shall be paid for all hours worked in excess of forty (40) hours per week. Only hours actually worked and the paid time of personal days, bereavement days and paid vacation days shall be utilized for calculating overtime pay.

#### Section 2. For Educational Assistants

C. All overtime worked must be voluntary and mutually Agreed upon by the employee and his or her immediate supervisor.

B. All Extra-Duty will be rounded to the nearest ½ hour at the end of each pay period.

Section 3. **For Non Teaching Assistants**

A. Extra Duty and Overtime

1. Extra Duty is defined as the time worked over the 7 1/2 hours in the school day, pursuant to Section 1 and consistent with this Agreement.

2. All extra duty will be rounded to the nearest 1/2 hour at the end of each pay period.

3. Employees shall be paid at straight time hourly rates for the first forty (40) hours of work in any given work week.

4. Employees shall be paid at one and one-half (1 1/2) times the straight hourly rate for all overtime in a given work week in excess of forty (40) hours.

Section 4. **Transportation Unit Members Only**

A. REPORTING PAY

1. Any employee who reports to work as assigned shall be paid a minimum of two (2) hours' pay at the regular straight-time rate.

2. The Board may assign the employee to any duty during the two (2) hour period.

B. CALL-BACK PAY

Any employee who is called back to work after having left for the day shall be paid a minimum of two (2) hours at the regular straight-time rate.

**ARTICLE X - SENIORITY**

**Educational and Non-Teaching Assistants**

A. Seniority of employees is determined from initial date of employment in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated seniority only if he or she resigns or is terminated for other than reduction in force, irrespective of whether he or she is subsequently rehired by the School District.

B. Any reduction in force shall be implemented by termination of employees in the reverse order of seniority, the least senior employee(s) being terminated first. Persons so reduced shall be placed upon a preferred eligibility list for eighteen (18) months in the order seniority for re-employment whenever a vacancy occurs in a position for which such person shall be qualified. If the employee is notified of a full-time vacancy and does not accept same, the employee shall be removed from the preferred eligibility list.

C. In the event of re-employment following a reduction in force, the employee shall retain all rights of seniority to which he or she was entitled prior to layoff.

D. Any anticipated or planned reduction in force shall not be implemented or take effect without thirty (30) calendar days prior notice to the Association.

**Transportation**

A. Work and bus route assignments once established at the discretion of the Board shall be chosen from among drivers and aides by seniority. In August, employees will be called by seniority to choose their initial to and from packages, except for the evening perimeter runs. Employees shall also chose from other permanent daily work by seniority. After September 30, once an opening or new run becomes available, it shall be posted within two (2) weeks, remain posted for ten (10) working days, and awarded by seniority to anyone who applies during that time period. In cases where the driver and the aide are related and/or living together, it will be within the Boards discretion on a case-by-case basis whether to permit the assignment of both such employees to the same bus run. Buses will be assigned in a fair and equitable manner by the Transportation Coordinator.

B. Extra Time

1. Any run involving extra time beyond the employee's regularly scheduled runs shall be distributed as equitably as possible from three (3) rotating lists, one (1) list each for day, evening and weekend extra time. The employee, when signing up for such list, shall note whether they are seeking day, evening or weekend extra time and those dates that they are unavailable.

2. If an employee is assigned extra time work after signing up on the list for such work and the employee later becomes unavailable to perform such work, and seeks a "deferral" the employee shall have 48 hours after the posting or 48 hours before the run, whichever is earlier to give his/her supervisor notice of such unavailability and deferral. If the employee exercises such deferral except in cases of emergency approved by the supervisor, the employee may not be permitted by the supervisor at her discretion any extra time work for up to two (2) weeks time when designated by the supervisor. The Association shall be given a copy of the employee's refusal slip. Nothing herein to the contrary notwithstanding limits the districts right to require an employee to work a run when needed.

3. Any employee who refuses or is unable to work any scheduled extra time shall have his/her name placed at the end of the list as though they had worked. Should the scheduled extra time involve the senior driver working beyond forty (40) hours, the driver shall be permitted to work in accordance with Article VIII, paragraphs, C.1, C.1a, and D.

4. Employees shall, for extra assignments, be placed on either the "Primary" or "Secondary" extra work list based on seniority as set forth below. Assignments will be made, to employees on the Secondary Extra Work List but only after the Primary Extra Work Lists is exhausted at forty (40) hours per person. When any position on the Primary Extra Work List is vacated, the most senior secondary list employee shall move to the Primary Extra Work List, solely for the purpose of obtaining additional assignments. Therefore, the Primary Extra Work Lists for the term of this Agreement shall include no less than thirteen (13) on the Drivers "Primary List" and eleven (11) on the "Aides Primary Extra Work List".

C. Layoff of employees shall be by seniority, that is, the last hired shall be laid off first. Recall shall be in reverse order.

1. In the Transportation Department, for the purpose of layoff and recall, there shall be two (2) separate seniority lists as follows: (A) Full-time 12 month and 10 month twenty (20) hour drivers; and (B) 10 month twenty (20) hour bus aides.

2. Employee shall be removed from recall list after first refusal for a comparable position after documented and appropriate notification has been made of said position.

D. Any work that becomes available during the summer months shall be given to First Tier employees from an established list of volunteers on a rotating basis. No Second Tier employee shall be utilized until all First Tier volunteers have been exhausted. This will cover all actual driving/aide assignments. All other non-driving assignments such as cleaning of buses, painting, etc., would be at \$10.00 per hour.

## **ARTICLE XI EVALUATIONS**

A. Employees shall be evaluated at least one (1) time each school year.

B. After each evaluation, the evaluator shall hold a conference with the employee, if desired by either party, to discuss performance and make recommendations for improvement. The employee shall sign the evaluation report which shall be countersigned by the evaluator and a copy given to the employee. The signature of the employee on the report shall not imply agreement with its contents and the employee may make comments or explanations with respect to the evaluation. Such comments shall not be binding on the Administration.

C. An employee shall be informed of any complaints regarding him or her made by a member of the Administration, by any parent, student or other person which are or may be used in any manner in evaluating such employee. If any entry is made in the employee's file as a result of such complaint, the employee shall be given a copy of such entry and any such complaint shall be investigated as to its merits prior to the placement of evaluative entries in the employees file. An employee shall have the right to file a written response to the aforesaid complaint, which response shall then become a part of said employee's personnel file. Anonymous complaints shall not be entered in an employee's file.

## **ARTICLE XII LEAVES OF ABSENCE**

A. Sick Leave

1. All employees covered by this Agreement who are actively and steadily employed by the Board shall be entitled to sick leave as follows:

- 12 month employees - 12 days per year
- 10 month employees - 10 days per year

Unused days for sick leave shall be accumulated from year to year. New hires will have sick leave pro-rated.

2. A physician's certificate may be required by the Superintendent and his/her designee at his/her discretion. The Superintendent or his/her designee shall not act arbitrarily or capriciously.

3. When absent, under the circumstances described in New Jersey Statutes 18A:30-1, exceeds an employee's annual sick leave and accumulated sick leave, the Board may pay any such person each day's salary less the pay of a substitute if a substitute is employed or the estimated cost of a substitute if one is employed for such length of time as may be determined by the Board in each individual case. The Board's decision shall be final.

a. "Day's pay" shall mean 1/200th of annual pay for 10-month employees and the actual fraction for 12 month employees.

4. At the beginning of the school year, each employee shall receive a statement of the sick leave days accumulated up to that time.

5. Upon retirement from the District, as certified by the Division of Pensions to retire pursuant to PERS, the Board will pay the retiring employee retirement pay for all unused sick days accumulated by the employee while in the employ of the Pennsauken Township Board of Education according to the following schedule:

Up to 100 days - Transportation & Educational Assistants \$23.00 per day  
Non-Teaching Assistants \$37.00 per day

101 to 150 days - Transportation & Educational Assistants \$25.00 per day  
Non-Teaching Assistants \$42.00 per day

151 to 200 days - Transportation & Educational Assistants \$28.00 per day  
Non-Teaching Assistants \$42.00 per day

Over 200 days - Transportation & Educational Assistants \$30.00 per day  
Non-Teaching Assistants \$42.00 per day

a. If an employee dies while in the employ of the Board before retirement, the Board will pay the dollar value of the accumulated sick day, calculated in accordance with the foregoing schedule, to the estate of the deceased employee.

b. The employee shall have the option to receive the retirement pay for the applicable sick days by July 14th of the year of retirement or in January of the following calendar year, provided, however, that the employee gives written notice of retirement by February 1. If no such notice is given by February 1, then payment may be made, at the option of the Board, by July 14 of the school year following the calendar year in which the employee retired.

#### B. Death in Family

1. In the event of a death in the employee's immediate family, an allowance of up to five (5) days' leave shall be granted. "Immediate family" shall be the employee's husband,

wife, child, stepchild, father, mother, brother, sister, grandchild, parents-in-law and other relatives of the employee's living in their household.

2. Three (3) days bereavement leave shall be granted upon the death of the employee's grandparent.
3. One(1) day bereavement leave shall be granted to attend the funeral of other relatives of the employee or brothers or sisters of the employees spouse.
4. The use of bereavement days shall commence within 7 calendar days of the death, unless some other use is approved by the Superintendent.

#### C. Personal Leave

1. Personal Leave, except for emergencies approved by the Administration, cannot be taken on the day immediately preceding or following holidays, school vacations, or the opening or closing of the school year. Personal leave on days not immediately preceding or following holidays, school vacations or the opening or closing of the school year shall require application to the supervisor at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason therefore other than it is being taken under this Paragraph.
2. Personal Leave shall be limited to two (2) days per year for 10 month and two (2) days per year for 12 month employees.
3. However, if an employee uses three (3) or less sick days during the course of the year, that employee shall be granted one (1) personal day. The personal day must be used during the succeeding school year or may be taken as pay on a per diem basis. The use of this as a personal day also must be approved and scheduled in advance with the supervisor.
4. In the event that the Personal Leave day under Section C is not used, it shall accumulate as sick leave under Paragraph A of this Article.

#### D. Legal Proceedings Leave

Leave with pay shall be granted to any employee who is required to attend jury duty or any other required court appearance caused or occasioned by the employee's work for the District. Transportation employees shall suffer no loss in compensation in regard to the employee's regular run. Upon the employee's receipt of a subpoena or notice to appear, the employee shall immediately supply same to their supervisor.

#### E. Other Leaves

Leaves of absence without pay may be granted at the discretion of the Board of Education.

#### F. All Other Leave

1. The Board may grant a leave of absence without pay to any employee who becomes disabled due to illness or injury (including pregnancy) or for other reasons mandated by statute, upon request and notice to the Superintendent as soon as possible along with the



reason for leave and in accordance with the following provisions:

2. The employee shall be allowed to continue normal work activities as long as physically able to do so.
3. The Board may require periodic medical certificates from the employee's or the physician of the person being treated and may also require the employee to be examined by a physician appointed by the Board.
4. Any request for disability, family or maternity leave shall include the date and when such leave will be expected to commence and the date when such leave shall be expected to conclude. The leave granted will conclude on that date unless, at the discretion of the Board, an additional reasonable period of time is granted upon the employee's request for reasons associated with the pregnancy, the birth or for other proper cause.
5. In the case of termination of the cause or pregnancy for any reason other than normal birth, the employee shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon a receipt of medical certification by the employee's physician of physical fitness to return to work. The employee will be returned to her position as soon as that position or a position of a similar type is available.
6. All or any portion of a leave taken by an employee because of a medical disability or connected with or resulting from the employee's pregnancy may, at the option of the employee, be charged to any unused available sick leave.
7. The Board will not be required to grant or extend the leave of absence beyond the end of the school year in which the leave commenced.
8. All unused accumulated sick leave to which an employee was entitled at the time of his or her leave of absence commenced shall be restored to the employee upon return of the employee to work status in accordance with the terms of the leave of absence.
9. All extensions or renewals of leave shall be applied for in writing and may be granted in the discretion of the Board.
10. Nothing in this Article shall be construed to give a non-tenured employee tenure.
11. An employee may be granted an extended child-rearing leave with or without pay beyond the period of actual disability or adoption of a child. Such leave will be granted on a case by case basis at the discretion of the Board.
12. Any employee granted such leave without pay may opt to continue group insurance coverage, provided the employee submits premium payments to the central office prior to the time said payments are remitted to the insurance carrier(s).

Transportation Unit Members

G. On an official snow day/school closing, a full-time 12 month employee may have the option of using a personal or vacation day. Reporting time will be at the discretion of the Transportation Coordinator.

**ARTICLE XIII**  
**INSURANCE PROTECTION**

A. Medical Insurance

1. Employees covered under this Agreement who comply with the below stated criteria shall for the term designated in this agreement have the right to have premiums paid by the employer for medical coverage up to and including the cost, during that term, of the HMO coverage being provided or other no less than substantially equivalent coverage. The Board, without contribution from the employee, shall pay the premiums for a HMO major medical plan for all employees who qualify according to the current departmental requirements. Such employee's shall receive coverage including spouse and dependent coverage as provided by the applicable plan and subject to restrictions therein.

2. To be eligible for such payment of premiums under this agreement, Transportation Department members must maintain on a bi-annual basis an average of thirty (30) hours per week driving or twenty (20) hours per week as bus aides. Such average work shall be maintained over each of two periods in the year consisting of ninety (90) school days in each, beginning in January and July. Working at or in excess of the afore stated hours shall qualify the employee for coverage during the succeeding period.

3. Those few individuals which have been permitted to remain for this contract in an alternative medical coverage shall be paid \$750 if they elect the same HMO as the unit by September 2008 ; and shall be paid \$250 if they elect same by September 2009.

4. An employee may elect to forego the above coverage. In such event, the employee shall receive the following:

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

Such payments will be made semi-annually in December and June.

5. If any employee opts to forego any of the above coverages, that employee's spouse, if employed by the Board, shall not be allowed to upgrade coverage.

6. The above waiver of coverage shall be administered in accordance with applicable tax law to avoid as far as legally permissible any tax consequences to any employee pursuant to Section 125 of the I.R.S. Code.

7. If it becomes necessary for an employee to come back under the Board medical coverage within twelve (12) months after receiving the payments referred to above, the employee shall reimburse the Board on a pro rata basis.

**B. DENTAL INSURANCE.** The Board of Education will continue to provide, at no cost to the employees, the current dental plan with individual, family and dependent coverage as defined in the Plan or substantially equivalent coverage. As provided in paragraph A above, there shall be no duplication of this coverage. The orthodontic lifetime maximum will be \$3,000.00

1. An employee may elect to forego the above coverage, in such event; the employee shall receive the following:

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

Such payments will be made semi-annually in December and June.

2. If any employee opts to forego any of the above coverages, that employees' spouse, if employed by the Board, shall not be allowed to upgrade coverage.
3. The above waiver of coverage shall be administered in accordance with applicable tax law to avoid as far as legally permissible any tax consequences to any employee pursuant to Section 125 of the I.R.S. Code.
4. If it becomes necessary for an employee to come back under the Board medical coverage within twelve (12) months after receiving the payments referred to above, the employee shall reimburse the Board on a pro rata basis.
5. The orthodontic lifetime maximum coverage shall be \$3,000.00.

**C. PRESCRIPTION.** The Board of Education will provide, at no cost to the employees, individual, family and dependent coverage, under the Prescription Plan, or substantially equivalent coverage, which provides for a co-pay by the employee of \$15 for brand name, \$7 for generic and \$30 for brand name and \$14 for generic for ninety (90) day mail order prescriptions.

1. An employee may elect to forego the above coverage. In such an event, the employee shall receive as follows:
- |                                |          |
|--------------------------------|----------|
| a. Family to No coverage       | \$500.00 |
| b. Family to Single            | \$300.00 |
| c. Family to parent/child      | \$200.00 |
| d. Family to Husband/Wife      | \$100.00 |
| e. Husband/Wife to No Coverage | \$400.00 |
| f. Husband/Wife to Single      | \$175.00 |
| g. Parent/Child to no coverage | \$300.00 |
| h. Parent/Child to single      | \$100.00 |
| i. Single to No coverage       | \$200.00 |

Such payments will be made semi-annually in December and June.

2. If any employee opts to forego any of the above coverages, that employee's spouse, if employed by the Board, shall not be allowed to upgrade coverage.
3. The above waiver of coverage shall be administered in accordance with applicable tax law to avoid as far as legally permissible any tax consequences to any employee pursuant to Section 125 of the I.R.S. Code.
4. If it becomes necessary for an employee to come back under the Board medical coverage within twelve (12) months after receiving the payments referred to above, the employee shall reimburse the Board on a pro rata basis.
- D. Waiver amounts under Paragraphs A, B and C shall be as set forth therein for the term of this agreement.
- E. "When the Board employs both spouses or other members of the same household who qualify for coverage, then the Board may provide the above insurance coverages for all such employees, spouses or dependents under the category of coverage which permits the lowest aggregate premium while providing coverage to all of them. Any unit member, spouse, or household member who by operation of this provision is not receiving coverage in their own name, shall be "eligible" for coverage but so long as coverage is provided thru their family member, they may be required to sell back their own individual coverage for \$50.
- F. It is understood and agreed to by the parties that the Board and its agents may market other plans of insurance coverage to any unit member it chooses so long as their participation is voluntary.

**ARTICLE XIV**  
**NO STRIKES**

- A. During the term of this Agreement, there shall be no strikes, work stoppages or other concerted activities designed to deprive the Board of work duties of the employees. Participation in such an activity shall subject the employee to disciplinary action.

**ARTICLE XV**  
**REPRESENTATION FEE**

A. Purpose of Fee

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

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be up to 85% of that amount.

2. Legal Maximum

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

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid:

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

- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, which is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

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

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provision of this Article, provided that:

- a. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

**ARTICLE XVI**

**12-MONTH TRANSPORTATION DEPARTMENT MEMBERS**

A. Full-time 12 month employees shall receive the following holidays with pay:

New Year's Eve	Easter Monday	Thanksgiving Day
New Year's Day	Memorial Day	Day after Thanksgiving Day
Martin Luther King Day	Fourth of July	Christmas Eve
President's Day	Labor Day	Christmas Day
Good Friday		

B. To be eligible for holiday pay, the employee must work the last scheduled workday before the holiday and the first scheduled workday after the holiday unless absent for a justifiable reason.

C. The actual taking of the above holidays may be rescheduled in the event that school is in session or a school activity requires transportation.

D. Full-time 12 month employees shall receive vacation with pay as follows:

One (1) year of employment through ten (10) years	-	12 days
Eleven (11) years of employment through nineteen (19) years	-	15 days
Twenty (20) years of employment or more	-	20 days

E. All newly appointed 12 month employees will carry with them their total number of years of service for the purpose of this calculation in the following manner.

$$\text{Number of years} \times 10 \text{ months} \div 12$$

F. The scheduling of vacations shall be subject to the needs of the School District. Requests for vacation shall not be unreasonably denied.

G. At the end of each year, each employee may convert up to five (5) unused vacation days into accumulated sick leave or may be paid out to the employee at 75% of their applicable per diem rate.

**ARTICLE XVII**

**TRANSFER AND REASSIGNMENT**

**Educational and Non-Teaching Assistants Only**

A. Notice of an involuntary transfer or reassignment shall be given to the employee and the Association as soon as practicable, and except in cases of emergency, said employee

shall be given not less than two school weeks/10 working days notice.

B. When an involuntary transfer or reassignment is necessary, consideration may be given, among other things, to an employee's area of competence, length of service in a particular location, and all other relevant factors in determining which employee is to be transferred. However, the primary consideration of the District shall be the best interests of the school system.

C. Except in cases of emergency, an involuntary transfer or reassignment shall be made only after a meeting between the employee and the Superintendent or his or her designee, at which time the employee shall be notified of the reason(s) therefore. The employee may, at this or her option, have an Association representative present at such meeting.

#### **VOLUNTARY TRANSFER**

D. When a position in the unit becomes vacant, notice of said vacancy shall be given to the Association and shall be posted on the bulletin board of the central office and of each school where a unit member regularly works, five (5) work days in advance of contemplated action during the school year and ten (10) calendar days during the summer. Said notice shall indicate the location, duties as per job description, qualifications, job details, and hours of work and salary range for the position.

E. Employees desiring to apply for such positions shall submit applications in writing to the Superintendent or his or her designee within the time limit specified in the notice.

F. Any Educational Assistant wishing to be considered for a change in position for the following school year will put his/her request in writing to the administration or their appropriate designee preferably by the end of May but no later than July 1.

G. Such request shall state the school to which he/she desires to be transferred, in order of preference. The Board may ask the employee to give the reasons for such request.

E. The requests submitted will be considered in filling such vacancies for the following year. The primary consideration of the Board in this connection shall be in the best interests of the school system.

F. Employees who have filed requests will be notified of such vacancies and will be notified in writing of the action taken.

#### **ARTICLE XVIII** **TUITION REIMBURSEMENT**

A. A tuition reimbursement program is hereby established to foster staff development and assist employees engaged in self-improvement, subject to the following conditions:

1. Reimbursement for courses is subject to the approval of the Superintendent.
2. The program shall reimburse first all those seeking 60 credits up to nine (9) credit hours per person per year. (Level 1). Only completed and passing grades that receive award of college credits will be reimbursed for level 1.



3. Thereafter, college credits accumulating toward a degree in education, psychology, sociology or in the field of education, or in the employee's field of current certification(s), or leads to certification(s) usable by this School District, or is related to the needs of the district or other courses deemed by the Superintendent to be useful to the person's employment in the district shall be reimbursed up to a maximum of six (6) credits per year (level 2).
4. Written application for reimbursement must be made to the Superintendent at least 30 days prior to enrollment in the course. The granting or denial of such application shall be made in writing within 15 calendar days of application.
5. To receive payment of a reimbursement, the employee must attain at least a grade of "C" for the course and provide written proof of such to the Superintendent's office. Payment shall be made within 30 days thereafter.
6. The rate of reimbursement per credit hour shall be established at the average rate charged by the New Jersey State Colleges.
7. For the duration of this Agreement, the Board's obligation shall not exceed an aggregate for the unit of \$10,000.00/year.
8. If funds remain unused in June, after spring registration is complete the Superintendent in his discretion may consider further reimbursement in the above order of priority.

**ARTICLE XXI**  
**MISCELLANEOUS**

- A. If any provision of this Agreement and/or application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of the Agreement, either party shall do so by hand delivery or certified letter to the following address:  
If by the Board to Association -  
    To the location where the Association President is assigned  
If by the Association to the Board -  
    Central Administration Office  
    Pennsauken Township School District  
    1695 Hylton Road  
    Pennsauken, New Jersey 08110
- C. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions of this agreement.
- D. All new employees shall receive an orientation program prior to their assignment.
- E. Employees will be required to be fingerprinted at their own cost and will be reimbursed by the District only upon passing the background check.

F. When an employee is required to use his or her personal automobile for school business, he or she will be compensated at the IRS rate per mile traveled.

G. An on-site trailer will be provided to serve as a transportation break room as of September 2008.

**ARTICLE XXII**  
**DURATION OF AGREEMENT**

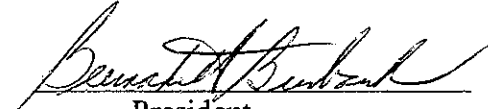
The Agreement shall be effective from July 1, 2007 to June 30, 2010, subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused this Agreement to be signed by their respective Presidents and, attested by their respective witnesses.

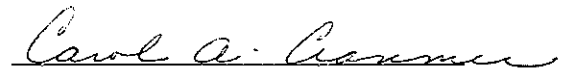
PENNSAUKEN SUPPORT STAFF  
ASSOCIATION

Date:

  
President

ATTEST:

Date: 8-13-08

  
Secretary

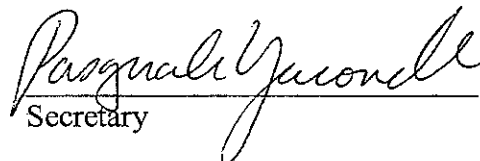
PENNSAUKEN BOARD OF EDUCATION

Date: 10/10/08

  
President

ATTEST:

Date: 10/10/08

  
Secretary

**BASE YEAR**  
2006-07 Pennsauken

**YEAR 1**  
2007-08 Pennsauken

**YEAR 2**  
2008-09 Pennsauken

**YEAR 3**  
2009-10 Pennsauken

Salary Guide Step	6 Hr	6.5 Hr
1	8,936	9,681
2	9,136	9,897
3	9,336	10,144
4	9,536	10,248
5	10,058	10,806
6	10,580	11,371
7	11,196	12,029
8	11,666	12,500
9	12,185	13,020
10	12,698	13,490
11	13,781	15,614
12	14,111	16,974
13	14,640	18,210
14	15,894	18,943
15	17,034	19,953
16	17,878	19,953
17	18,643	19,953

Salary Guide Step	6 Hr	6.5 Hr
1	9,338	10,117
2	9,547	10,342
3	9,756	10,600
4	9,965	10,709
5	10,511	11,292
6	11,056	11,883
7	11,700	12,570
8	12,191	13,063
9	12,733	13,606
10	13,269	14,097
11	14,401	16,317
12	14,746	17,738
13	15,299	19,029
14	16,609	19,795
15	17,801	20,851
16	18,683	20,851
17	19,482	20,851

Salary Guide Step	6 Hr	6.5 Hr
1	9,758	10,572
2	9,977	10,808
3	10,195	11,078
4	10,414	11,191
5	10,984	11,800
6	11,554	12,417
7	12,226	13,136
8	12,740	13,650
9	13,306	14,218
10	13,867	14,731
11	15,049	17,051
12	15,410	18,536
13	15,987	19,886
14	17,357	20,686
15	18,602	21,789
16	19,523	21,789
17	20,359	21,789

Salary Guide Step	6 Hr	6.5 Hr
1	10,188	11,037
2	10,416	11,283
3	10,644	11,565
4	10,872	11,683
5	11,467	12,320
6	12,062	12,964
7	12,764	13,714
8	13,300	14,251
9	13,892	14,844
10	14,477	15,380
11	15,711	17,801
12	16,088	19,352
13	16,691	20,761
14	18,120	21,596
15	19,420	22,748
16	20,362	22,748
17	21,254	22,748

08-09  
Drivers  
10 Mo

Total

12.01	69190.7
12.45	73947.56
12.89	120612
13.43	31430.66
13.98	75480.77
14.47	28649.28
14.91	56345.21
17.36	15626.88
21.79	58821.93

**NEED STARTS**

Total 530105

Drivers  
12 Mo

16.00	33276.19
16.49	34298.32
16.66	34661.97
21.79	135944

Total 238180.5

10 trans aides

7.97	11479.37
8.35	22555.78
8.79	23735.16
10.58	26666.16
11.07	39863.28
11.73	14777.28
16.22	43784.74

182861.8

951147.2

\$ 40,958

4.50%

07-08

Drivers

10 Mo

Total

11.50	\$	66,211
11.91	\$	70,763
12.33	\$	115,418
12.85	\$	30,077
13.38	\$	72,230
13.85	\$	27,416
14.26	\$	53,919
16.62	\$	14,954
20.85	\$	56,289

**NEED STARTS**

Total	\$	507,277
-------	----	---------

Drivers

12 Mo

15.31	\$	31,843
15.78	\$	32,821
15.95	\$	33,169
20.85	\$	130,090

Toatl	\$	227,924
-------	----	---------

10 trans aides

7.63	\$	10,985
7.99	\$	21,584
8.41	\$	22,713
10.13	\$	25,518
10.60	\$	38,147
11.22	\$	14,141
15.52	\$	41,899

\$	174,987
----	---------

\$	910,189
----	---------

\$	39,195
----	--------

4.50%

	06-07	07-08	08-09	09-10
Non				
1 \$	23,781	\$ 24,851	\$ 25,969	\$ 27,112
2 \$	24,790	\$ 25,906	\$ 27,071	\$ 28,262
3 \$	26,899	\$ 28,109	\$ 29,374	\$ 30,667
4 \$	26,899	\$ 28,109	\$ 29,374	\$ 30,667
5 \$	31,711	\$ 33,138	\$ 34,629	\$ 36,153
6 \$	33,460	\$ 34,966	\$ 36,539	\$ 38,147
7 \$	42,045	\$ 43,937	\$ 45,914	\$ 47,934
8 \$	43,029	\$ 44,365	\$ 46,989	\$ 49,056
9 \$	43,029	\$ 44,965	\$ 46,989	\$ 49,056

09-10  
Drivers  
10 Mo

3 yr

Total

12.54	72235	1.54	14.01%
13.00	77201	1.60	14.01%
13.45	125919	1.65	14.01%
14.02	32814	1.72	14.01%
14.59	78802	1.79	14.01%
15.11	29910	1.86	14.01%
15.56	58824	1.91	14.01%
18.13	16314	2.23	14.01%
22.74	61410	2.79	14.01%

Total 553430

Drivers  
12 Mo

16.70	34740	2.05	14.01%
17.22	35807	2.12	14.01%
17.40	36187	2.14	14.01%
22.74	141926	2.79	14.01%

Total 248660

10 trans aides

8.32	11984	1.02	14.01%
8.72	23548	1.07	14.01%
9.18	24780	1.13	14.01%
11.05	27839	1.36	14.01%
11.56	41617	1.42	14.01%
12.24	15427	1.50	14.01%
16.93	45711	2.08	14.01%

190907.7

~~952887.7~~

41850.48

+30%

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

THE PENNSAUKEN BOARD OF EDUCATION

AND

PENNSAUKEN SUPPORT STAFF ASSOCIATION

To June 30, 2012



Once ratified: note ratification dates at bottom and attach this to back of Current Agreement:

### Contract Amendment

The PENNSAUKEN SUPPORT STAFF ASSOCIATION(Union) and the PENNSAUKEN BOARD OF EDUCATION hereby agree to the following by way of Amendment to the Current collective negotiations agreement between them regarding the bargaining unit collective negotiations unit currently in place between the parties:

#### Extension and Compensation Deferral

Currently the above are parties to a Collective Bargaining Agreement which expires on June 30, 2010.

1. In exchange for the union and its unit membership's agreeing to forego any salary increases in the 2010-2011 school year including any claim of any kind for any salary or compensation increases over and above the current years level and agreement, the Board of Education agrees to extend the current collective bargaining agreement for two (2) years so as to freeze in place all of the agreements terms and conditions with this unit for the current 2009 -2010 contract year for the 2010-2011 contract year. This will mean that no increases of any kind will be paid or due to any member of this union for the 2010-2011 year whether by agreement or practice. For the 2011-2012 school year the parties agree that the terms and conditions shall remain the same in that following year except that the unit members shall receive an aggregate of a ~~25%~~ <sup>25% 3/</sup> increase in base salary only for that second year, and all other terms remain as in the current agreement unless the parties agree otherwise and do so in writing. Distribution shall be as described on the following page along with other terms described therein.

The parties hereby agree that this amendment once ratified by a vote of both parties immediately effectuates a two-year extension of the current contract so that the effect of this amendment is that the current agreement will now expire June 30, 2012.

2. IN SO FAR AS PERMITTED BY LAW IT IS THE INTENT OF THE PARTIES THAT THIS EXTENSION AVOID THE MANDATORY HEALTH CARE DEDUCTIONS WHICH TAKE EFFECT AFTER MAY 21, 2010 EXCEPT FOR THIS NEGOTIATED EXTENSION.

3. THE SUPERINTENDENT AND THE BOARD WILL AGREE TO PROVIDE A COMMITMENT IN LETTER FORM THAT NO MEMBER WHO IS CURRENTLY EMPLOYED WILL BE LAID OFF FOR THE 2010-2011 SCHOOL YEAR.

4. THE PARTIES SHALL MEET AT MUTUALLY AGREEABLE DATES AND TIMES TO NEGOTIATE THE INCREASES


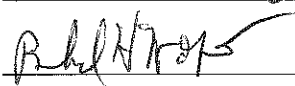
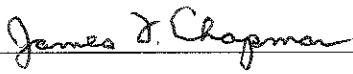
DISTRIBUTION FOR THE 2011-2012 SCHOOL YEAR.  
TO INDIVIDUAL UNIT MEMBERS

This agreement is hereby entered into and agreed to this 11<sup>th</sup> day of MAY, 2010.

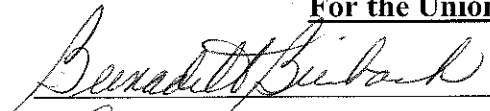
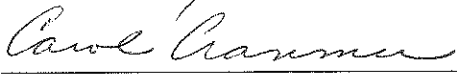
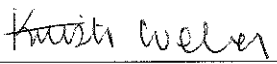
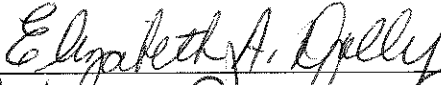


**Contingent Agreement**

This Memorandum of Tentative Agreement is without any legal or binding effect unless and until ratified by the membership of the constituent bodies represented by each of the negotiating teams below. However, all below hereby agree and bind themselves to affirmatively recommend and to take all action necessary to work for the approval of this memorandum by their respective constituent bodies.

**For the Board of Education**

  
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**For the Union**

  
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