4..3936

AGREEMENT

0014

PAULSBORO BOARD OF EDUCATION

AND

PAULSBORO ASSOCIATION OF SCHOOL SERVICE PERSONNEL

JULY 1, 1988 - JUNE 30, 1990

ARTICLE I

RECOGNITION

1.	A.	The Paulsboro Board of Education, Gloucester County, New Jersey,
2.		hereafter known as the Board hereby recognizes the Paulsboro
3.		Association of School Service Personnel, hereafter known
4.		as the Association, as the exclusive representative for collective
5.		negotiations concerning the terms and conditions of employment for all
6.		full-time salaried and part-time, personnel under contract and employed
7.		by the Board and so assigned as an employee who performs custodial,
8.		Maintenance, Groundskeeper, Cafeteria, or Bus Driver responsibilities,
9.		but not excluding administrative, or supervisory personnel.

ARTICLE II

NEGOTIATION PROCEDURE

- 10. A. The parties agree to enter into collective negotiations over a Successor
 11. Agreement, and they agree that Agreement shall remain in force until
 12. such time as a new Agreement is reached in accordance with Chapter
 13. 123, Public Laws of 1974. Such negotiations shall begin as prescribed
 14. by law.
- 15. B. The Board agrees to furnish the Association, upon reasonable request,
 16. information normally made available to the Public, through the Superintendent of Schools.
- 18. C. This Agreement shall not be modified in whole, or in part, by the parties19. except by mutual agreement by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

1.	A.	DEFINITIONS
2.		1. GRIEVANCE
3. 4. 5.		A "Grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or group of employees
6.		2. AGGRIEVED PERSON
7. 8.		An "Aggrieved Person" is the person, or persons, or the Association making the claim.
9.		3. PARTY IN INTEREST
10. 11. 12. 13.		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 the action might be taken in order to resolve the claim.
14.	B.	PURPOSE
15. 16. 17. 18. 19.		The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting employees. Both prties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
20.	C.	PROCEDURE
21.		1. Time Limits
22. 23. 24.		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.

1. PROCEDURE cont'd.:

Level One - Principal or Immediate Superior

- 3. An employee with a grievance shall first discuss it with his principal or
- 4. immediate superior, either directly, or through the Association's designated
- 4. representative, with the objective of resolving the matter informally.

5. 3. Level Two - Superintendent

- 6. If the aggrieved person is not satisfied with the disposition of his grievance
- 7. at Level One, or if no decision as been rendered within five (5) school days
- 8. after the presentation of the grievance, he may file the grievance, in writing,
- 9. with the Association within five (5) school days after the decision at Level
- 10. One or ten (10) school days after the grievance was presented, whichever
- 11. is sooner. Within five (5) school days after receiving the written grievance.
- 12. the Association shall refer it to the Superintendent of Schools.

13. 4. Level Three

- 14. If the Association is not satisfied with the disposition of the grievance at
- 15. at level two, or if no decision has been rendered within ten (10) school days
- 16. after the grievance was delivered to the Superintendent, they may within
- 17. five (5) school days after the grievance was delivered to the Superintendent,
- 18. the Association may submit, in writing, the grievance to the Board of
- 19. Education. The Board will review the grievance in caucus with the person
- 20. and representative from the Association within fifteen (15) school days.
- 21. Following the caucus, the Board of Education shall set forth, in writing, its
- 22. decision and the reason therefore, within forty five (45) calendar days.

23. 5. Level Four

- 24. a. If the aggrieved person and the Association determine that the grievance
- 25. is not satisfied, the grievance may be submitted to arbitration within
- 26. fifteen (15) school days by the aggreeved person or the Association if so
- desired.
- 28. b. Within ten (10) school days after such written notice of submission to
- 29. to arbitration, the Board and the aggneved person and the Association,
- 30. shall attempt to agree upon a mutually acceptable arbitrator to serve.
- 31. If the parties are unable to agree upon an arbitrator, or to obtain such
- 32. a committment within the specified period, a request for a list of
- 33. arbitrators may be made to the American Arbitration Association by
- 34. either party.

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- The arbitrator so selected shall confer with the representatives of the 1. C. 2. Board and the aggrieved person and the Association and hold hearings 3. promptly and shall issue his decision. The arbitrator's decision shall be 4. in writing and shall set forth his findings or fact, reasoning, and con-5. clusions on the issues submitted. The arbitrator shall be without power 6. or authority to make any decisions which require the commission of an 7. act prohibited by law or which is violative of the terms of this Agreement. 8. The decision of the arbitrator shall be submitted to the Board and the 9. Association and shall be final and binding on the parties.
- 10. d. The costs for services of the arbitrator, including per diem expenses, if
 11. any, and actual and necessary travel subsistance expenses and the cost
 12. of the hearing room shall be borne equally by the Board and the
 13. Association. Any other expenses incurred shall be paid by the party
 14. incurring same.

15. D. <u>MISCELLANEOUS</u>

16. All meetings and hearings under this procedure shall not be conducted in public and shall include only personnel involved, the administration involved, Board of Education and their designated or selected representatives.

ARTICLE IV

EMPLOYEE RIGHTS & PRIVELEGES

20. A. Pursuant to Chapter 123 Public Laws 1974, the Board hereby agrees 21. 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 22. 23. engaging in collective negotiations and other concerted activities for 24. mutual aid and protection. As a duly selected body exercising 25. governmental power under the laws of the State of New Jersey the 26. Board undertakes and agrees that it shall not directly, or indirectly dis-27. courage or deprive, or coerce any employee in the enjoyment of any 28. rights conferred by Chapter 123, Public Law 1974 or other laws of New 29. Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours. 30. 31. wages, or any terms or conditions of employment by reason of his 32. membership in the Association and its affiliates, his participation in any activities of the Association, and its affiliates, collective negotiations 33. with the Board, or his institution of any grievance, complaint, or other 34. 35. proceeding under this agreement or otherwise with respect to any 36. terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 6. C. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without evidence of a direct violation of Board Policy, administrative directive, or this Agreement.
- 9. D. Whenever an employee is required to appear before the Superintendent. Board, or any committee or member thereof concerning any matter 10. 11. which could adversely affect the continuation of that employee in his position, employment, or the salary of any increments pertaining 12. **13**. thereto, then he shall be given prior written notice of the reasons for such 14. meeting or interview and shall be entitled to have a representative of 15. the Association present to advise him and represent him during such 16. meeting and interview.
- 17. E. No employee shall be prevented from wearing pins or other identification18. of membership in the Association or its affiliates.
- 19. F. All newly hired employees shall serve a sixty (60) day probationary
 20. period during which time they may be discharged without any recourse under this Agreement.
- 22. G. Cafeteria employees shall be given, at the Board's expense, three 23. aprons/smocks yearly. All other members identified in Article I shall be given, at the Board's expense, two (2) sets of uniforms (one set consists 24. of two (2) shirts and one (I) pair of pants(and one (I) additional set 25. after six months of employment. In the event that the employee leaves 26. 27. within one year for whatever reason, they shall return the uniforms, or refund the cost of same. Each employee shall maintain their respec-28. 29. tive uniform in a clean condition. No hats, armbands, or other types of 30. additional material of a decorative nature may be worn. Failure to wear 31. the proper uniform will subject the employee to a written reprimand on 32. the first occasion. On the second occasion the employee will be sent 33. home without pay or any recourse in the matter. Failure to wear the 34. proper uniform on three occasions in a one year period will be considered as insubordination. 35.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Upon mutual agreement whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- 5. B. The Association and its representatives shall have the privilege to use
 6. school buildings at all reasonable hours for meetings. The request shall be submitted, in writing, to the Superintendent stating the time and place of all such meetings.
- 9. C The Association shall have the right to use school facilities, and equip-JO. ment, at reasonable times, when such equipment is not otherwise in 11. use, except cafeteria and cooking area. School facilities and equipment 12. shall be used exclusively for programs of the Paulsboro Association of 13. School Service Personnel and its members and no other organization. 14. The Association shall pay for the reasonable cost of all materials and 15. supplies incident to each use, and for any repairs necessitated as a result thereof. 16.
- 17. D. Adequate bulletin board space shall be reserved in each school location in a place to be designated by the supervisor at such school 18. 19. location, readily accessible to all members of the bargaining unit, 20. for the posting of Association notices and other material dealing with 21. proper and legitimate Association business. All such notices and 22. material shall bear the signature of a responsible Association official 23. or shall clearly indicate that its issuer or publisher is the Association. The authorized representative of the Association shall be the sole 24. 25. person empowered to post these materials on that Board. The bulletin 26. board space shall be identified with the name of the Association.
- 27. E. In the event there is no Association representative in any work location, an authorized representative from another work location may be 28. 29. designated the authorized representative of the Association by a 30. letter of authorization, signed by the President of the Association, to 31. carry out all duties and responsibilities of Association Representatives 32. as set forth in this Agreement, except that such representatives shall not be entitled to leave the premises of the work location in which he 33. 34. works during his work hours.

ARTICLE VI

BOARD RIGHTS

1. 2. 3. 4.	A.	The Board of Education reserves to itself the 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.
		ARTICLE VII
		WORK SCHEDULE
5.	A.	DAILY WORK HOURS
6.		 Schedule Posting - work schedules showing the employees shifts, work days, and hours shall be posted in each school.
7.		2. WORK SHIFT FOR CUSTODIAL AND MAINTENANCE
8. 9. 10. 11. 12.		Eight hours of work, exclusive of a 30 minute lunch period, shall constitute a work shift. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. A fulltime employee is one who works thirty five (35) hours per week. Changes to an employees working hours shall be by Board of Education, or authorized representative.
14.		3. CLEAN-UP PERIOD
15. 16. 17.		a. Employees shall be granted ten (10) minutes prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean-up.
18. 19.		 b. Clean-up period for cafeteria personnel shall be ten (10) minutes for personal clean-up.
20. 21.		4. NIGHT SHIFT - Employees to work 8 hours, including a 30 minute lunch if on the premises.
22. 23. 24.		 WORK SHIFT FOR NEW BUS DRIVERS - All new persons hired under the hourly rate of this Agreement shall be hired only for those hours necessary to drive the school bus.

B. <u>EMERGENCY CALL TIME & OVERTIME</u>

1.

- 2. 1. Any employee called in on an emergency to perform work other than 3. his regular work shift shall receive a minimum of two (2) hours at time 4. and one-half provided that such call-in was not necessitated by that employee's own negligence in the performance of his duties, under 5. 6. which conditions he shall receive no extra pay. If an employee is called in for the negligence of anyone represented by this unit, the 7. negligent employee shall be docked the amount of overtime pay 8. needed to correct the negligence. 9.
- Overtime shall be paid at the rate of one and one-half (I 1/2) the employee's regular hourly rate of pay for all time worked in their job capacity outside of the regular work schedule of forty (40) hours in any week. Holidays and vacation days shall be considered as part of the forty (40) hour work week.
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 3. An overtime list shall be maintained in alphabetical order and personnel selected on this basis. Attempts will be made to equalize all hours.
- 18. 4. Part-time employees will be given additional hours before a substitute19. is called in.

20. C. <u>VACATION SCHEDULE</u> (12) MONTH EMPLOYEES ONLY)

- Vacations may be taken throughout the school year. In June of each year each employee shall submit his/her choices of vacation. If there are any conflicts, employees with seniority shall receive first choice.
 All vacation requests are subject to final approval by the Superintendent.
- Ten vacation days will be granted after completion of the employee's anniversay date of employment. Any employee who works full-time during June, July, or August, at a substitute rated and then is hired in September under the Contract will be eligible for vacation the ensuing year.
- 31. 3. Eligible employees shall receive vacation as follows:
- 32.
 33.
 34.
 35.
 a. After 1 year 10 days
 b. After 5 years 12 days
 c. After 10 years 17 days
 d. After 15 years 20 days

- Vacation times shall be scheduled to coordinate with other vacations
 within the staff and shall be subject to approval by the Building
 Principal and Superintendent.
- Vacation schedules shall be posted by June 1 and any changes are
 to be mutually agreed upon.

6. D. <u>HOLIDAYS</u>

- All custodial and maintenance employees who are salaried and full-time (8 hrs/day) shall receive I3 holidays per year, plus Independence
 Day for all I2 month employees. These holidays shall be selected by the Association and approved by the Superintendent. The selection shall be made within 30 days of the time an official school calendar is presented to the Association by the Superintendent.
- 13.2. They must be taken on days when school is not in session and must14. be consistent for all employees.
- All work schedules shall be reduced one (1) hour without loss of pay or benefits on the last working day preceding Thanksgiving. On the day preceding Christmas the decision to leave early for personnel covered under this Agreement shall be determined by the Superintendent of Schools.
- Employees who work on holidays shall be paid at the rate of time and one-half. Lacking volunteers the head custodian shall appoint employees on a rotating basis.

TRANSFER & REASSIGNMENT

- 23. A. Employees desiring a change in assignment shall make their request, in writing, to the Superintendent.
- 25. If there are no vacancies available at that time, prior consideration shall be given to the individual's requesting transfer when positions become available.
- 28. B. Involuntary transfers will be made only when conditions require it. The employee to be transferred shall be given every consideration possible as to available positions in the system. Seniority with the system will be given consideration.
- 32. C. The Superintendent shall discuss the transfer with the employee and/or 33. his representative.

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ARTICLE IX

VACANCIES & NEW POSITIONS

1. 2. 3.	A.	Notice of all vacancies in custodial, maintenance, bus drivers, cafeteria shall be posted in each school by the Superintendent within five (5) school days of:
4. 5.		 Official receipt of letter of resignation by the Board of Education.
6. 7.		Official Board action vacating a position or creating a new position within the school system.
8. 9. 10. 11.	B.	The notice shall state the name of the job, a short description of the same, the deadlines for filing an application, and shall be posted at all schools. The person requesting the transfer to this vacant position shall fill out the standard application.
12. I3.	C.	All such applicants shall be considered and be given an interview within a reasonable period of time.
14. 5. 6. 7.	D.	The Board shall determine the qualifications and abilities of employees who apply and in filling such vacancies the Board agrees to give due weight to the background attainments and skills of all applicants, the length of time each has been employed by the Board and other relevant factors.
19. 20. 21.	E.	All ten month employees shall have the right to submit a letter, in writing, to the Superintendent of Schools no later than the last day of the student year expressing their interest in any new opening.
		ARTICLE X SICK LEAVE AND OTHER LEAVE
22. 23. 24. 25. 26. 27.	Α.	Full time custodial and maintenance 8 /hr. day (40 hr. week) Full time cafeteria workers 7/hr. day (35 hr. week) All employees, including part-time hourly workers, shall be allowed sick leave with full pay, as of October 1, 1979 according to months of employment. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years.
28. 29. 30.		12 months - 12 days 11 months - 11 days 10 months - 10 days -10-

- All part time hourly workers accumulating sick leave and moving to a full time position, as defined in the contract will only be permitted to carry over from one year to the next the exct sick leave time (by hours) to which is stated in this Agreement.
- 5. B. Fulltime employees and six hour contracted cafeteria employees shall be
 6. entitled to the following temporary accumulative leaves of absence with
 7. full pay each school year:

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- i. All fulltime employees shall be entitled to one (I) day after one (I) year of employment and a total of two (2) days after three (3) years of consecutive employment for personal, legal, business, household, or family matters which require absence during school hours. Application to the employee's Principal, or other immediate supervisor for this leave shall be made at least one (I) week before taking the leave except in the case of emergency. The applicant for such leave shall state the reason(s) for taking the leave and the application shall be approved by the Superintendent in order for an employee to be paid. This leave may not be taken before or after a holiday or vacation. Unused personal leave days during the contract year shall be added to fulltime employees' accumulated sick leave time for the next school year.
- Up to two (2) paid days for the President, Vice-President, and Secretary of the Association to attend the N.J.E.A. Convention. They may appoint a substitute representative.
 - Time necessary for appearances in any legal proceedings connected with the employee's employment or with the school system if the employee is required by law to attend.
- 4. Board will make an effort to exclude employees from Jury duty when requested.
- 29. C. A maternity leave of absence, without pay, will be granted to any regular 30. employee, who has been employed by the Board, upon request for such leave, accompanied by proper certification of pregnancy by the employ-ee's physician. The employee will be able to return to her position after a suitable amount of time elapses for recuperation and after the physician has certified that the said employee is in good health and is is able to resume her responsibilities.

1. D. All benefits to which an employee is entitled at the time his leave of 2. absence commenced, including unused accumulated sick leave, shall 3. be restored to him upon his return, and he shall be assigned to the same position which he hald at the time said leave commenced, if available, 4. or if not to a substantially equivalent position. 5. E. 6. In the event of death in the immediate family, employees shall be granted 7. with pay, for attending the deathbed or funeral as hereinafter stated: 8. 1. An allowance of up to four (40) days may be granted in the case of any of the following: 9. a. Employees parents, spouse, children, brothers, sisters, and other 10. persons residing as a member of the household of the employee. b. Legally adopted members of the family and step-relations as 11. 12. outlined in Ia. 13. c. The number of days must be justified and approved by the 14. Superintendent. 15. 2. An allowance of up to two (2) days may be granted to attend the funeral 16. of any of the following: 17. a. Uncles, aunts, grandparents, and grandchildren of the employee. 18. b. Brother-in-law, sister-in-law, son-in-law, and daughter-in-law of 19. of the employee. 20. c. Parents and grandparents of the employee's spouse. 21. d. The number of days must be justified and approved by the 22. Superintendent. \$22.00 per day shall be paid for accumulated sick leave after ten years 23. F. 24. of service and upon retirement. \$25.00 for 1989-90. ARTICLE XI **EMPLOYMENT PROCEDURES** 25. A. SENIORITY & JOB SECURITY 26. 1. School District seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered in this 27. 28. Agreement. 29. 2. In the event of a work reduction in force, including reductions caused the discontinuance of a facility or its relocation, the employee of the 30. district shall be laid off in the inverse order of Senionty, consistent with 31. Title I8A:17-4. 32.

1. 3. Notice of recall, by seniority, to work shall be addressed to the employee's last address appearing on the records of the school 2. 3. district by certified mail, return receipt requested. Within ten (20) days from receipt of such notice of recall, the employee shall notify the Board 4. Secretary, in writing, whether or not he desires to return to the work 5. involved in re-call. If he fails to reply or if he indicates that he does not 6. 7. desire to return to school work, he shall forfeit all his seniority and all rights to re-call. If he indicates that he desires to return to the work 8. 9. involved in the re-call notice, then he shall report to work within two (2) weeks from the date he received the re-call notice or within such period 10. 11. of time as is set forth in a written extension of time signed by the 12. Board Secretary or his/her designee. In the event he shall fail to so 13. report to work, he shall forfeit all of his seniority and all rights to re-call.

CUSTODIAL SALARY GUIDE

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14.	STEP	1988-89	<u>1989-90</u>
15.	1	\$ 10,416	\$11,100
16.	2	10,964	11,570
17.	3	11,450	12,100
18.	4	12,240	12,700
19.	5	13,030	13,370
20.	6	13,820	14,100
21.	7	14,608	15,100
22.	8	15,398	15,760
23.	9	16,417	16,500
24.	10	16,978	17,400
25.	11.	17,767	18,080

- 26. ANYONE BEYOND STEP 11 WILL RECEIVE AN INCREASE OF 8.5% FOR
- 27. 1988-89 AND \$1,125 FOR 1989-90.

28. GROUNDSKEEPER

29.	1	14,105	14,105
30.	2	15,190	15,190

31. ANYONE ON STEP 2 WILL RECEIVE \$1,325.00

2. CAFETERIA-	HOURLY	
3. 1988-89		1989-90
_4. STEP 1	\$	\$6.00
5. STEP 2	\$5.80	\$6.29
6. STEP 3	\$6.42	\$6.97

7. CAFETERIA-SALARIED

8. \$8,145 \$8,800

9. ASSISTANT MAINTENANCE WORKER

10. <u>1988-89</u>	
11. STEP 1 - \$14,105	\$15,100
12. STEP 2 - \$14,850	15,800
13. STEP 3 - \$15,187	16,370

16. BOILER LICENSE

17. <u>1988-89</u> 18. \$300.00 <u>1989-90</u> \$300.00

ARTICLE X111 INSURANCE PROTECTION

- 1. The Association's representatives shall meet with the Superintendent at
- 2. least once every calendar quarter during the year to review and discuss
- 3. curent problems, practices of mutual interest, and the administration of
- 4. this Agreement.

ARTICLE XIV INSURANCE PROTECTION

5. A. HEALTH CARE

- 6. 1. Each employee working a minimum of 30 regularly
- 7. scheduled work week hours and all other fulltime
- 8. employees covered under this agreement shall receive

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- 1. the State Health Plan (1420), Major Medical, Rider J. The Board shall
- 2. pay the additional dependent coverage above single coverage up to
- 3. \$1,140.00 per employee. If the employee does not choose dependent
- 4. coverage he/she will receive \$300.00 toward Washington National
- 5. coverage.

- agreement shall receive the State Health Plan (1420), Major
 Medical, Rider J. The Board shall pay the additional dependent coverage above single coverage up to \$1,140.00 per employee.
 If the employee does not choose dependent coverage he/she will receive \$300.00 toward Washington National Coverage.
- If any other Association receives Medical coverage in excess of the above the additional coverage shall be provided to the Association.
- Both the Board and Association will be bound by all rules and regulations of the New Jersey Health Benefits Plan.

ARTICLE XV PERSONAL FREEDOM

- 10. A. The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his assigned functions during the workday.
- 14. B. Employees shall be entitled to full rights of citizenship and no religious
 15. or political activities of any employee or the lack thereof shall be grounds
 16. for any discrimination with the respect to the employment of such
 17. employee, providing said activities do not violate any local, state,
 18. or federal law.

ARTICLE XV1 DEDUCTIONS FROM SALARY

19. A. ASSOCIATION PAYROLL DUES DEDUCTION

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1. The Board agrees to deduct from the salaries of its employees dues for the Paulsboro Association of School Service Personnel, PASSP, the New Jersey Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 223, NJ Public Laws of 1969 (NJSA 52:14-15 9E and rules established by the State Department of Education. Said monies, together with current records of any corrections shall be transmitted to such person as may from time to be designated by the PASSP by the 15th of each month following the monthly payroll period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

1. 2. Each of the associations named above shall certify to the Board, in 2. writing, the current rate of its membership dues. Any Association 3. which shall change the rate of its membership dues shall give the 4. Board thirty days written notice prior to the effective date of such 5. change. 6. 3. Employees shall be permitted to have a Credit Union ARTICLE XV11 MISCELLANEOUS PROVISIONS 7. A. **BOARD POLICY** 8. This Agreement constitutes Board Policy for the term of said Agreement, 9. and the Board and Association shall carry out the commitments con-10. tained herein and give them full force and effect as Board Policy. 11. B. SEPARABILITY 12. If any provision of this Agreement or any application of this Agreement 13. to any employee or group of employees is held to be contrary to law, 14. then such provision or application shall not be deemed valid and 15. subsisting except to the extent permitted by law, but all other provisions 16. or applications shall continue in full force and effect. 17. COMPLIANCE BETWEEN INVIDIVUAL CONTRACT AND MASTER 18. AGREEMENT 19. Any individual contract between the Board and an individual employee 20. of this Association, heretofore or hereafter executed shall be subject 21. to and consistent with the terms and conditions of this Agreement. If an 22. Individual contract contains any language inconsistent with this 23. Agreement, during its duration, shall be controlling. 24. D. PRINTING AGREEMENT 25. Copies of this Agreement shall be printed at the joint expense of the Board and Association, based on copies required by each unit, after 26. 27. agreement with the Association on format within thirty (30) days after

employees now employed and hereafter employed.

the Agreement is signed. The Agreement shall be presented to all

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1. 2. 3. 4.	E.	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 this Agreement, either party shall do so, in writing, at the following addresses:
5. 6.		 If by Association, to the Board at 7th & Delaware Streets, Paulsboro, NJ 08066
7.		2. If by Board, to Association, at
8.	F.	DISMISSAL
9. 10.		Violation of any of the following shall result in immediate dismissal without cause for grievance or hearing:
11. 12.		 Calling or participating in any unauthorized strike, work stoppage, or walk-out.
13. 14.		Drunkenness, proven during working hours, or being under the influence of alcohol during working hours.
15.		3. Proven theft or dishonesty
16. 17.		4. Unprovoked assault on his EMPLOYER or his EMPLOYERS REPRESENTATIVE
18.		5. Use of illegal drugs, in or out of school buildings.
19.		6. Any proven immoral act.
20.		7. Matterial falsification of any school record.
21.		8. Gambling on school property.
22.		9. Fighting on school property.
23.		10. Insubordination or refusal to obey proper orders of a Supervisor.
24.		11 Deliberate destruction or abuse of school property

- Possession of firearms on school premises.
- 13. Absence for two days without notification.
- Leaving school premises during working hours without permission of immediate supervisor.
- 15. Failure to follow grievance procedure.

ARTICLE XIX DURATION OF AGREEMENT

- 5. A. DURATION PERIOD
- 6. This Agreement shall be effective as of July 1, 1988 and shall continue
- 7. in effect until June 30, 1990 with no re-openers. This Agreement shall
- 8. not be extended orally, and it is expressly understood that it shall expire
- 9. on the date indicated unless is is extended in writing.

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

PAULSBORO ASSOCIATION OF SCHOOL SERVICE PERSONNEL

PAULSBORO BOARD OF EDUCATION

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BY:

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