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April 18 1995

AGREEMENT
BETWEEN THE
PENNSVILLE EDUCATIONAL ASSOCIATION
AND THE
PENNSVILLE TOWNSHIP BOARD OF EDUCATION
JULY 1, 1994 - JUNE 30, 1997

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ARTICLE 1

RECOGNITION

- A. 1. The Pennsville Board of Education recognizes the Pennsville Education Association as the exclusive and sole representative of the professional staff, secretarial staff, instructional aides, custodial and maintenance staff as defined below, with the exception of administrators, as defined below, for collective negotiation concerning the terms and conditions of employment in accordance with Chapter 123, Public Laws 1974.
2. Professional staff shall be defined as Classroom Teachers, Librarians, Guidance Personnel, Child Study Team, Nurses, and Speech Therapists.
3. Administrators shall be defined as Superintendent, Business Administrator, all full time Directors, Principals, Vice-Principals, Department Supervisors and Athletic Director.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all non-supervisory, certificated teaching staff members in the District.
- C. Unless otherwise indicated, the term "secretaries" when used hereinafter in this Agreement shall refer to all secretaries and clerical aides except for secretaries who work in the Superintendent's office, the Business Administrator's office and the Director of Instruction's office..
- D. Unless otherwise indicated, the term "custodial and maintenance staff shall apply to the following twelve month positions: Chief Maintenance, Chief Custodian, Maintenance Mechanic, Custodian A, Custodian B, Groundskeeper.
- E. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all members of the defined bargaining unit in A., B., C., and D. above, but may be modified by the heading of any article or section which uses one of the terms contained in A thru D above.

ARTICLE 2

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement concerning the terms and conditions of teachers' employment.
- B. No later than December 1 of the school year in which this contract expires the Board agrees to enter into negotiations with the Association over a successor Agreement. By the same date, the Association agrees to present to the Board its proposals for the successor Agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall, upon request of the Association, make available to the Association for inspection all pertinent records, data, and information of the Pennsville School District required for the purposes of negotiation and which is public record.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in the Recognition of this Agreement, with any organization other than that designated as the representative pursuant to Chapter 123, Public Laws 1974 for the duration of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. Whenever members of the negotiating unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall mean a complaint by a member of the negotiating unit that there has been to him a personal loss, injury, or inconvenience resulting from a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, Board policies, or administrative decisions affecting him.
2. A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the date when the grievant knew or should have known of its occurrence.
3. An "employee grievant" is the person or persons making the complaint.
4. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Rights of Members to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative of his own choosing.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the written grievance to the Superintendent or at any later level, be notified by the Superintendent that the grievance is in existence and shall be notified of the result.

C. Procedure

1. a. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit teacher and secretary grievants to proceed to the next step. In an emergency situation such as an illness, vacation, death in family, this time limit may be extended by mutual agreement between the parties involved. For Maintenance, Custodial and Instructional Aides, failure at any step of this procedure to appeal a grievance to the next step

within the specified time limits shall be deemed to be waiver of further appeal of the decision.

- b. It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
- c. A grievance shall be initiated at the lowest level at which a decision can be made, except that no grievance may be initiated at a level higher than the Superintendent of Schools.

2. Level One

Any employee grievant who has a grievance shall discuss it first with his principal (or other immediate superior, if applicable) in an attempt to resolve the matter informally at that level, who shall give his decision within five (5) school days.

3. Level Two

The employee grievant, no later than five (5) school days after receipt of the decision of his principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions; and (d) his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the date of receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association, and to the principal or other immediate superior.

4. Level Three

If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in

writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of receipt of the appeal by the Superintendent, or if a hearing is held, within twenty (20) calendar days of the date of the hearing. The referred to hearing shall be held within fifteen (15) school days after receipt of the appeal notice.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Association, the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on any grievances concerning:
 - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or
 - b. A complaint of a clerical aide or of a non-tenure employee which arises by reason of his not being re-employed; or
 - c. A complaint by any certificated or other specially licensed personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not possible or not required.
 - d. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
6. A request for arbitration will be honored only if the employee grievant, his representative and the Association waive the right, if any, in writing to submit the matter at issue to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's recommendation.
7. The following procedure shall be used to secure the services of an arbitrator:
 - a. Either party may request the American Arbitration Association or Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the matter at issue.

- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request the agency to submit a second roster of names.
 - c. If the parties are unable to determine within the ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted roster, the agency may be requested by either party to designate an arbitrator.
8. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement or Board Policy which is at issue. The recommendations of the arbitrator shall be binding on both parties.
9. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- D. If any part of the grievance procedure requires the presence of the grievant and/or his chosen representative during any or all of the working day, said person shall suffer no loss of pay, if the grievance is adjudicated in his favor.

ARTICLE 4

RIGHTS OF THE PARTIES

- A. Pursuant to Chapter 123, Public Laws 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States.

- B. No employee shall be disciplined or reprimanded without just cause. The board retains the right to discipline or discharge an employee during the term of his/her employment contract when the employee's performance and/or attendance negatively affect his/her ability to perform his/her assigned tasks. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with individual contracts, but shall not include the non-renewal of a non-tenured teacher for performance-related reasons.

All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall be determined on a case-by-case basis and shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion.

It is expressly understood that this provision applies to support staff discharge and increment withholding, but does not apply to:

1. Non-tenure non-renewal for performance related reasons.
 2. Tenure charges.
 3. Teacher increment withholding for performance related reasons.
- C. Whenever any teacher or secretary is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given three (3) school days prior written notice of the reasons for such meeting or interview and shall be entitled to have a person or persons of his own choosing present to advise him and represent him during such meeting or interview.
- D. Whenever any clerical aide is required to appear before any administrator or supervisor, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining hereto, then he shall be given written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

- F. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- G. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Application for use of facilities shall be filed according to Board policy (Activities 1330).
- H. The Association and its representatives may be permitted to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Application for use of facilities shall be filed according to Board policy (Activities 1330).
- I. The Association may be permitted to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damage which they cause to the equipment.
- J. The Association may be permitted to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board or from existing stock if such is available. In either event, a purchase order is required.
- K. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge.
- L. The Association shall have the right to use the interschool mail facilities and school mail boxes for Association business.

- M. The right and privileges of the employees' representative as set forth in this Agreement shall be granted only to the organization designated as the representative pursuant to Chapter 123, Public Laws 1974, and to no other organizations.
- N. Whenever any civil action has been or shall be brought against any teacher or secretary of the Association for any act or omission arising out of or in the course of performance of the duties of the member's employment, the Board shall defray all costs of defending such action and shall save harmless and protect such person from any financial loss resulting therefrom as required by statute.
- O. Upon proper written application, the Board may grant leave of absence without pay to Maintenance, Custodial and Instructional Aide members for the conduct of Association business, to attend Association conferences or conventions, or to serve as full-time officers. Such employees shall be granted full-time leave of absence, shall retain all insurance and other benefits and shall continue to accrue seniority for salary increments as though he were in regular service. Upon return to service, such employee shall be placed on the assignment which he or she left or on a similar assignment with all accrued benefits and increments that he or she would have earned had he or she been on regular service. Any employee on such full-time leave of absence shall be permitted to pay both his own and the School District's regular contribution to all plans requiring such contributions, provided the same shall not be contrary to law. Such leaves of absence may not exceed a period of three (3) years, unless extended by the board upon written application.

ARTICLE 5

PERSONAL AND ACADEMIC FREEDOM

- A. Employees shall be entitled to full rights of citizenship as defined in the Constitution of the United States, and therefore, no religious or political activities of any employee or the lack thereof shall be grounds for discipline or discrimination, with respect to the employment of such employee, providing said activities do not violate any local, state, or federal laws.
- B. The personal life of an employee is not an appropriate concern of the Board except where said personal life prevents the employee from properly performing his assigned functions during the work day.

ARTICLE 6

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Teachers

The Board agrees to implement the following as part of this Agreement.

1. To pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other sessions which a teacher is directed by the administration in writing to take. Said teacher shall also be compensated for all time spent in actual attendance at said sessions beyond his regular working day and year at this regular rate.

2. Credit For Continuing Education Work

a. Teachers are encouraged to continue further training in recognized colleges and universities.

b. Candidates for further academic work should register their intention with the Superintendent of Pennsville Public Schools prior to embarking on the course and obtain the approval of the Superintendent for the program.

The Superintendent in approving college semester credits and programs, will be guided by the thought, "Will this program improve this individual's performance as a teacher in the Pennsville Public School System?" The Superintendent will make the final decision on credit approvals.

c. Stipend Schedule

For post-graduate credits earned:	Per credit per year:
Prior to July 1, 1975	\$ 10.00
On or after July 1, 1975 through June 30, 1980	\$ 15.00
On or after July 1, 1980 through June 30, 1987	\$ 20.00
On or after July 1, 1987 through June 30, 1988	\$ 25.00
On or after July 1, 1988 through June 30, 1990	\$ 30.00

For credits earned:	Per credit per year
On or after July 1, 1990 through June 30, 1991	\$ 32.50
On or after July 1, 1991 through June 30, 1995	\$ 35.00
On or after July 1, 1995 through June 30, 1996	\$ 37.50
On or after July 1, 1996	\$ 40.00

- d. If such work leads to column change, the column change will then be made and the enabling credits will be discontinued.
- e. If credits are earned, and no degree obtained, such credits will continue in effect permanently.
- f. Credits will be submitted for approval for payment on the following dates: October 1 and March 1 of each year. Credits submitted October 1 and approved will be retroactive to the beginning of the school year, and credits submitted and approved March 1 will be retroactive to February 1 of the year submitted.
- g. Unit members participating in Board approved in-service courses will receive a stipend of thirty-two dollars fifty cents (\$32.50) per credit during the 1990-91 year. After June 30, 1991, the stipend will be thirty-five dollars (\$35.00) per credit per year.
- h. The Board of Education will not honor credits for the above reimbursement, which are required for certification to hold or retain a position. In the event the State Department of Education or the Legislature changes the certification requirements for any area, Unit members already employed by the Board of Education will receive the above reimbursement for the courses taken to meet the new certification requirements.

B. Secretaries

- 1. The Board and the Association recognize the value of further training. The Board may require an employee to attend such workshops, courses, seminars and other educational training as the Board determines necessary.

If the Board requires an employee to attend such training, the Board shall pay all tuition and expenses relating thereto. If an employee desires to attend a workshop, course, seminar or other educational training, the employee may request approval for reimbursement for tuition and expenses. Such request shall be in writing. If the Board approves such request the Board shall reimburse the employee for tuition and/or expenses in an amount of not more than \$200 per employee per year, provided that the employee satisfactorily completes the course.

2. One (1) day shall be granted for secretarial in-service training.

ARTICLE 7

INSURANCE PROTECTION

- A. The Board of Education shall provide the health care insurance protection designated below.
1. Health/hospitalization insurance for all eligible unit members and his/her dependents. Effective, with the 1994-1995 contract, covered employees shall pay 20% of the next \$5000 medical expenses in any year after meeting their insurance deductible. The carrier is CIGNA.
 - a. The Board will pay 100% of the premium for all eligible unit members who were hired on or before June 30, 1995.
 - b. Employees newly hired on or after July 1, 1995 shall contribute 15% of the cost of the basic health insurance plan category in which they enroll (single, family, etc.). The Board will contribute 85% of the cost of the plan for these employees.
 - c. At the direction of the eligible unit member, the Board will contribute an equal dollar amount as defined under the terms of a. or b. above toward the cost of an HMO or of a managed care plan.
 - d. Eligible unit members who elect not to be covered by a health insurance program will not receive a monetary stipend in place of the insurance provided.
 - e. Eligible unit members who are covered by some other health insurance program are encouraged not to sign for double coverage.
 2. The Board shall provide a prescription drug insurance plan, without contraceptives, six dollars (\$6.00) generic; ten dollars (\$10.00) non-generic co-pay. The Board's liability for such insurance shall not exceed an average of five hundred five dollars (\$505.00) per employee for each contract year. The employee cost will be calculated on a district-wide bargaining unit average basis, but if the total cost exceeds the Board's liability, the difference will be prorated among those members enrolled in the family plan. The Association reserves the right to request a co-pay plan higher than the current plan if the future rates indicate such a need. The carrier is CIGNA.

3. The Board will provide full family dental insurance coverage with a limit not to exceed an average of \$500 per member. Effective with the 1994-1997 contract, the dental plan shall include a \$25 annual deductible per individual and a \$75 annual deductible per family. The carrier is CIGNA.
 4. The parties will implement a Section 125 account program which will include a contribution by the Board of \$337 per person, with the option of employees to contribute more money to their own account. The foregoing is contingent on the parties agreeing on all the particulars, including proof that the plan is legal and that the plan imposes no additional costs on the Board. If the parties are unable to develop a section 125 agreement, the Blue Bank defined in the 1992-1994 Agreement in Article 7, E. 3. will be set at \$337 per employee and all other provisions of F. 3. shall be in effect.
- B. During the term of the 1994-1997 Agreement, the Association has the right to reopen negotiations over A.2 and A.3 above for the sole purpose of seeking plan modification and/or carrier change in order to decrease the cost of the plans. The insurance caps shall not be subject to negotiations in these discussions.

ARTICLE 8

SABBATICAL LEAVE

- A. Two tenured teachers with seven (7) years or more of service in the District may be granted a sabbatical leave of either one (1) year or one (1) semester. In order to be eligible for a leave of one (1) semester, the teacher must meet the criteria contained in D. below and must be enrolled in a doctoral program that requires a one (1) semester residency. It is understood that the sabbatical leave for one (1) semester is designed to meet the residency requirement.
- B. Any teacher who shall desire to be considered for a sabbatical leave shall apply for same on a form to be provided by the Superintendent of Schools. Such application must be filed no later than March 1. The sabbatical leave request shall then be reviewed by a committee composed of the following people: Instruction Committee for the Board of Education, Superintendent of Schools and the President of the Pennsville Education Association. This committee shall make its recommendation to the Board of Education. The Board of Education shall determine whether or not the sabbatical leave shall be granted and if granted, the terms of such leave.

- C. The employee, if granted Sabbatical Leave, must agree to return to the Pennsville Township School District and work at least one (1) academic year after his leave expires. In case an employee on Sabbatical Leave voluntarily resigns, except for extended illness during such leave, he shall refund to the Board all such salary paid to him during the period of leave. If an employee voluntarily resigns, except for extended illness, within one (1) year of the expiration of his Sabbatical Leave, he shall refund to the Board such proportion of the salary paid during the leave of absence as the unexpired portion of one (1) year shall bear to said period.
- D. While satisfactory service is a prerequisite to a sabbatical leave, this program looks ahead to the contribution that its participants can make to the educational programs of the District's schools. In all instances, the sabbatical leave must be related to enhancing the applicant's contribution to the District's educational program. Sabbatical leaves are limited to matriculated advanced degree study in association with a recognized graduate institution, the obtaining of a certificate or the improving of a teacher's skills in his/her professional field of study. In making its determination, the Board shall also consider the overall quality of service which the applicant has provided to the District.
- E. Upon return from the sabbatical leave, the employee will present a report to the Board of Education describing the achievements of the sabbatical leave and setting forth his plan for utilizing said achievements as a teacher in the Pennsville Public School District.
- F. The employee, if granted a Sabbatical Leave, will receive one-half (1/2) of his contracted teaching salary if the Sabbatical Leave is for a full year, and one-quarter (1/4) of his contracted teaching salary if the Sabbatical Leave is for one (1) semester.
- G. Employees on Sabbatical Leave will receive their stipend divided into equal monthly payments payable the 15th of each month.

ARTICLE 9

EMPLOYEE EVALUATION

- A. 1. All monitoring or observation of the work performance of a employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping,

public address, audio systems, and similar surveillance devices shall be strictly prohibited.

2. A employee shall be given a copy of any class visit or evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- B.
1. A employee shall have the right, upon request, to review the contents of his personnel file and to receive copies contained therein. At least once every three (3) years, a employee shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
 2. No material derogatory to a employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review such material. The employee shall acknowledge that he had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The document and his answer shall be reviewed by the Superintendent or his designee.
 3. Although the Board agrees to protect the confidence of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.
 4. An employee shall be permitted to reproduce on the premises any information in his personnel file. The Superintendent of Schools or his designee shall supervise copying of information from personal files and the employee making such copies shall reimburse the Board in full for the cost of such copies at a per-copy price set by the Board. Employees may not have access to nor copy pre-employment references or related correspondence, placement bureau references, or other pre-employment information.
 5. Administrators shall be encouraged to place in a employee's file information of a positive nature indicating special competencies, achievements,

performance, or contributions of an academic, professional, or civic nature. Any such material or commendations received from outside, responsible and competent sources shall also be included in the employee's file.

- C. Any complaints regarding a employee made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a employee shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. TEACHERS

Supervisory reports shall be presented by a principal or counterpart supervisor in accordance with the following procedures:

1. A conference time shall be established within three (3) days of the observation between the observer and the teacher.
2. Reports shall be as follows:
 - a. Observation and evaluation of all tenured and non-tenured professional staff will be completed by March 31 of each academic year. Observations shall be made throughout the academic year.
 - b. All non-tenured staff will be observed at least four (4) times per year. Two (2) of these observations shall be conducted prior to Christmas, with the remaining two (2) observations to be conducted between January and March. At least one (1) of said observations shall be conducted by central office staff and at least one (1) observation shall be conducted by the Principal of the school where the staff member teaches.
 - c. All tenured staff members shall be observed at least two (2) times per year. At least one (1) observation shall be conducted by the Building Principal of the building where the staff member teaches.
 - d. The number of observations specified in the section of the contract shall be considered as a minimum. Additional observations may be made at the discretion of the Superintendent, Building Principal or other supervisor.

- e. Current procedure for conducting observations and evaluations shall continue as practiced as of June 30, 1992 and shall remain in place until changed mutually by the parties in writing.

E. SECRETARIES

A secretary who has less than three (3) year's experience will be evaluated every three (3) months (September, December, March, June). Employees with more than three (3) year's experience will be evaluated every six (6) months (September, March). The evaluation of any employee covered by this Agreement shall be conducted by the immediate supervisor of said employee. The person making the evaluation will have a conference with the employee immediately after the report is completed and the employee shall sign the copies of the evaluation report for the principal and the Superintendent.

F. CUSTODIAL, MAINTENANCE & AIDES

1. All new custodial and maintenance employees will be evaluated at the end of each four (4) month period.
2. At the end of the three (3) year period, if a custodial or maintenance employee has proven satisfactory, he will then be employed permanently as per the provisions of Article 12, A. herein.
3.
 - a. If the new custodian, maintenance or aide employee is not performing satisfactorily during the first six (6) months of employment, he may be dismissed at any time.
 - b. From six (6) months to one (1) year of employment, thirty (30) days' notice must be given to the custodial, maintenance or aide employee, stating deficiencies; if at the end of the thirty (30) day period no improvement is shown, employee may be dismissed immediately.
 - c. From one (1) year to three (3) years of employment, sixty (60) days' notice must be given to the custodial, maintenance or aide employee, stating deficiencies; if at the end of the sixty (60) day period no improvement is shown, employee may be dismissed immediately.
4. "Custodial, maintenance and aide employees shall receive written reports of all evaluations. Within five (5) work days of receipt of such report, a conference shall be held between the employee and the

person who has prepared the written report in order to discuss the evaluation. Employees shall be entitled to respond to any written evaluation and to have such written response become a part of the evaluation."

5. "Each custodial and maintenance employee of the unit will receive a performance review by May 1 of each year. Performance reviews for unit members shall be carried out by the Director of Maintenance and Operations, subject to the review of the Business Administrator or his designee."
 6. Aides will be evaluated by the principals of the buildings to which they are assigned. They will be evaluated at least twice a year.
- G. No materials will be placed in an employee's file after his/her severance unless the District has given the employee an opportunity to add his/her comments to the file concerning that document(s). Copies of said documents shall be sent to the former employee at his/her last known address. The employee shall have thirty (30) days to forward to the District his/her written comments.

ARTICLE 10

WORK YEAR AND WORK HOURS

- A. In the event that the Board must close all schools and related facilities because of (a) a withdrawal of services by an employee group or groups or (b) an emergency or disaster other than one resulting from inclement weather or mechanical failure necessitating the closing of a building, and resulting extension of the school year by the Board, in order to meet State requirements for a minimum school year, shall not constitute grounds for a claim for additional salary in excess of any employee's contracted salary to be paid for such extended school year.
- B. **TEACHERS**
1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
 2. No teacher shall be required to report for duty earlier than twenty (20) minutes before the opening of the pupil's school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupil's school day, except in an emergency declared by the principal or Superintendent. The pupil school day will be determined annually by the Board of Education. The teacher work day in the secondary area will be seven

(7) hours and five (5) minutes, and in the elementary area, six (6) hours and fifty-five (55) minutes.

- a. Teachers shall have one-half (1/2) hour duty-free lunch period each day and one (1) preparation period each day. In the elementary area there shall be a daily preparation period of at least thirty (30) minutes on any full school day.
- b. When coverage is needed for a class, a teacher may volunteer to relinquish his preparation period to cover such class. While the administration may request that a teacher provide coverage for another class, the teacher shall have the right to decide whether or not to accept such assignment, except in cases of emergency. If the teacher accepts the assignment to cover a class during his preparation period, the teacher will be entitled to \$20.00 per class covered. The compensation required under this paragraph shall be paid to the teacher in a check separate from the teacher's regular paycheck.

3. The work year for teachers covered by this Agreement shall consist of 185 days (except for first year teachers who shall work 186). The work year shall be established as:

- a. One to three full days of in-service training for all teachers.
- b. 180 to 182 instructional days.
- c. The total days under a. and b. may not exceed 183 days.
- d. One full day of orientation for all teachers.
- e. One full day of closing responsibilities.
- f. In addition to the days set forth in a. through e. above, there shall be one (1) full day of orientation for teachers new to the School District.
- g. The Board of Education shall determine the actual days for opening and closing the school year, as well as the scheduling of in-service, orientation, instructional and closing days.
- h. Teachers shall work a full day on the day prior to Easter vacation and shall work a full day on the day prior to Christmas vacation.

4. Lateness and Early Departure--Definitions

a. Lateness

A teacher reports for work beyond the time stipulated in the contract.

b. Habitual Lateness

A teacher reports for work late four (4) times during the school year.

c. Early Departure

A teacher leaves the school grounds prior to the time stipulated in the contract.

d. Excused Early Departure

A teacher receives permission to leave the school grounds prior to the time stipulated in the contract.

e. Docking

The method used in forfeiture of pay against lateness and unexcused early departure.

5. Conditions of Lateness and Early Departure

a. A teacher who is unavoidably delayed in reporting to work by the stipulated time will make every effort possible to contact the principal of his building.

b. A teacher who is habitually late will be docked beginning with the fourth (4th) time said teacher is late. The amount to be docked is \$15.00 per fifteen (15) minutes of fraction thereof.

c. A teacher involved in an unexcused early departure will be docked \$15.00 per fifteen (15) minutes of fraction thereof.

d. A teacher may request in writing from the building principal an excused early departure for the following:

1. Emergency dental and medical appointments which arise on the day that the request is made. Time will be charged to sick leave unless it falls exclusively within the last thirty (30) minutes prior to departure. Said time will not be deducted from sick leave.

2. Association and/or other educational meetings (local, county, state, and national).
 - e. A teacher may request in writing from the Superintendent an excused early departure to attend early classes for graduate credit, certification, and general educational improvement.
 - f. Teachers are granted permission for early departure (after students leave).
 1. To attend PTA meetings held that evening.
 - g. With the principal's permission or that of his or her designee, teachers may leave the school premises during unscheduled teaching periods. Teachers so leaving will sign out stating the time and sign in upon returning also stating time. Teachers reporting back late will be docked \$7.50 per fifteen (15) minutes or fraction thereof of lateness.
 - h. A teacher who is late or departs early without permission will acknowledge said time by signing a paper which contains the date, the amount of time involved, the reason for lateness or departure, and the principal's signature. A copy of said paper will be given to the teacher.
6. Denial of a request for excused early departure shall not constitute grounds for lodging a grievance.
 7. There shall be a voluntary flexible scheduling approach for teachers. If the Board determines each year that the District will offer a student day which will commence one period earlier than the schedule in effect for 1989-1990, teachers may volunteer to work a schedule which commences one period earlier and finishes one period earlier on a semester or year-long basis. The number of such positions available, including the courses to be taught during this time, are matters of Board and administration discretion. Teachers who volunteer and are assigned to the earlier period schedule shall be governed by the provisions of B. above. Such teachers will be permitted to leave fifteen (15) minutes after the completion of their last period (this term includes teaching periods, duty periods, and prep periods). Such teachers will be required to remain for meetings under 8. below without additional compensation.

- a. The Board of Education recognizes its obligation to negotiate in good faith over any Association proposal concerning compensation for a zero period involuntarily assigned. Such negotiations shall occur before such assignment.
8. Building based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings whenever such faculty or other professional meetings are determined to be necessary in the discretion of the Building Principal, the Superintendent of Schools or another supervisor. Such meetings shall commence not later than ten (10) minutes after the student dismissal time and shall continue for not more than one (1) hour. There shall be no more than three (3) faculty or other professional meetings per month.
 - a. An Association representative may speak to the teachers at the close of any meeting referred to in paragraph 1. above on the request of the representative.
 - b. The notice of an agenda for the principal's portion of any meeting shall be given to teachers involved at least one (1) school day prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
 9. All teachers will indicate their presence for duty by signing a faculty sign-in roster each day which will be located in each building office.

C. SECRETARIES

1. The regular work day shall be seven (7) hours and forty-five (45) minutes except for clerical aides whose regular work days shall not exceed seven (7) hours, five (5) minutes. Starting and ending times for each school will be set annually by the Pennsville Board of Education.
2. All secretarial employees shall have a one-half (1/2) hour paid lunch period daily, such lunch period to be extended by fifteen (15) minutes on payday for banking purposes. There should be two (2) fifteen (15) minute breaks on any full work day.
3. While the Board of Education retains the right to determine the opening and closing dates for the school year, the Board agrees that secretaries shall commence summer hours the day after school is closed to pupils.

Summer hours shall continue through the day prior to the day pupils return to school. During this time period, the regular work day shall be from 8:00 a.m. - 3:00 p.m.

4. The work year for clerical aides shall not exceed 183 days during the regular school year.
 - a. If clerical aides are required to work additional days they will be additionally compensated at a per diem pro rata of the yearly salary. Specifically, yearly salary divided by 183 days equals daily salary rate.

D. CUSTODIAL & MAINTENANCE

1. Twelve (12) - Month Employees
 - a. The regular work week shall be forty (40) hours. A regular work day shall be eight (8) hours, and the employee shall have a one-half (1/2) hour paid lunch period daily.
 - b. While their regular work week is forty (40) hours, chief custodians shall remain responsible for the care and proper operation of the building to which they are assigned, unless specifically relieved thereof by written instruction from the Business Administrator. Additional hours of work in any work week required of chief custodians by emergencies or with the approval of the Business Administrator shall be deemed overtime hours and shall be paid in accordance with the applicable provisions of this Article.
 - c. On days when schools are closed for instructional personnel and pupils but remain open for office and other non-instructional personnel, all custodial and maintenance employees will work their regular shifts.
 - d. When schools are closed for instruction due to an emergency determined by the Superintendent of Schools, such days shall be deemed to be regular work days for all twelve (12) month custodial and maintenance employees covered by this AGREEMENT. All such employees shall report for their regular shifts at the appropriate starting time and work a full shift.
2. Ten (10) month employees will work one hundred eighty-six (186) days, the work days to be determined by the Board of Education.

3. Ten (10) - Month Employees

The regular work week shall be thirty-five (35) hours. A regular work day shall be seven hours, and the employee shall have a one-half (1/2) hour paid lunch period daily.

4. Custodial and Maintenance employees may leave the school premises during their regular lunch periods providing one (1) boiler operator is on duty in the school or administrative building. Lunch coverage in a building by a custodial/maintenance employee who possesses a boiler operator's license does not convert an Article 11, C. 10, b. operator into an Article 11, C. 10, a. operator for compensation purposes.

E. INSTRUCTIONAL AIDES

1. Employees covered under this AGREEMENT shall work 183 days per year.
2. Instructional aides shall commence the work day at the same time as teachers and end the work day at the same time as teachers. During the work day, instructional aides shall be entitled to a thirty (30) minute lunch period. Except for the luncheon period, instructional aides shall be required to be in performance of their duties as such duties are assigned by the Building Principal.
3. Instructional Aides shall not be required to be in attendance whenever school is closed to teachers due to inclement weather.

- F. All non-certificated employees may leave the building to attend Association meetings up to 3 times per year, provided buildings are covered. Written notice of such meetings must be given to the Superintendent at least one week in advance. Administration will make the determination as to adequate building coverage.

ARTICLE 11

SALARIES

A. TEACHERS

1. The salaries of all teachers covered by this Agreement are set forth in Schedule "A-1", "A-2", and "A-3" which are attached hereto and made a part thereof.
2.
 - a. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
 - b. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 - c. Teachers employed for an academic year shall indicate in writing to the Superintendent of Schools their desire to participate in a summer payment plan. Such participation shall be governed by procedures set forth in N.J.S.A. 18A:29-3.
 - d. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their checks on the last previous working day.
 - e. Teachers shall receive their final checks on the last working day in June.
3. The salaries of all coaches and sponsors of extra-curricular activities covered by this Agreement are set forth in Schedules "B" and "C" which are attached hereto and made a part of this Agreement. Said salaries shall be paid in a lump sum at the completion of the activity and in a check which is separate from the teacher's regular paycheck, or, at the request of the employee, the extra-curricular salaries shall be included with the employee's regular pay during the time that the employee is involved in the extra-curricular activity.
4. Upon written request from an employee, the Board of Education will deduct and pay to the Salem County Employees Federal Credit Union such amounts as determined by the employee.
5. The special class stipend of \$500.00 paid to teachers of Special Education will be eliminated, effective September 1, 1980. Teachers presently receiving the \$500.00 stipend will continue to receive the stipend as long as they are in service as a Special Education teacher.

6. Credit shall be given for full-time teaching experience, up to a maximum of four (4) years, in private and parochial schools or colleges and universities if the teacher was fully certified at the time of such experience.
7. Any individual who shall teach summer school, adult school or home instruction or supervises building detention will be compensated at the rate of \$24.00 per hour for services rendered.

B. SECRETARIES

1. The salaries of all secretarial employees covered by this Agreement shall be as set forth in "D-1" and "D-2."
2. The salary for a ten (10) month employee will be figured at 10/12's of the proper place on the salary scale. Four (4) hour employees shall be figured at 4/7.75 x 10/12's of the proper place on the salary scale.
3. Ten (10) month employees may take advantage of the twelve (12) month payment plan.
4. Overtime will be paid to secretarial employees who work in excess of seven (7) hours, forty-five (45) minutes during the school year or seven (7) hours when summer hours are in effect. Overtime will be paid to clerical aides who work in excess of seven (7) hours, five (5) minutes. Overtime shall be paid either as time and one-half pay or as compensatory time off figured at time and one-half.
5. Overtime will be paid to secretaries who work in excess of thirty-eight and three quarters (38-3/4) hours in a given week during the school year or thirty-five (35) hours in a given week when summer hours are in effect. Overtime will be paid to clerical aides who work in excess of thirty-five (35) hours, twenty-five (25) minutes in a given week. Overtime will be paid as time and one-half or as compensatory time off figured at time and one-half.
6. Overtime work will be permitted at the request of either the employee or the administrative supervisor, provided that prior approval is granted by the Superintendent or his designee.
7. Use of accrued compensatory time shall be only with the approval of the employee's administrative superior upon request of the employee.

8. Employees are limited to a maximum of five (5) days of accrued compensatory time in any contract period. Compensatory time must be utilized not later than sixty (60) days after the expiration of a contract period, that is sixty (60) days after each June 30. Compensatory time not used by an employee within the time limits stated in this paragraph shall be considered as waived by the employee and the employee shall have no further claim for such compensatory time or payment at the overtime rate.
9. Each employee must decide by the last working day of each month whether earned overtime credit for that month shall be counted either as compensatory time or paid at the time and one-half rate. This decision shall be reported to the employee's administrative superior and made a part of the monthly payroll report.
10. In any week in which an employee is absent, the employee shall be paid one and one-half time or receive compensatory time credit only for those hours actually worked that week in excess of thirty-eight and three quarters (38-3/4) hours during the school year or thirty-five (35) hours when summer hours are in effect.

C. CUSTODIAL & MAINTENANCE

1. Salary Schedules

The Salaries of all employees covered by this AGREEMENT are set forth in Schedules "E-1", "E-2", and "E-3".

2. The salary schedules contained herein are adopted by the Board of Education and are applicable to full-time custodians, chief custodians, Custodians A, Custodians B, maintenance mechanics, chief of maintenance, groundskeeper and instructional aides.
3. Each individual is to be placed on his or her proper place on the salary schedule on the effective date of July 1, 1994.
4. All employees with an honorable discharge from the United States Armed Services will be given additional credit for full service to the nearest calendar year up to a maximum of four (4) years.
5. Members of this unit who move into a new category of employment shall advance one step on the salary guide of their new employment only if such person shall have been employed in his new category for at least six (6) months. Advancement shall occur only on July 1 of the new contract year. Persons hired into this unit as new

guide at the beginning of the contract year, which is July 1, only if such person shall have been employed by the Board for at least six (6) consecutive months.

6. Overtime Pay

- a. Time and one-half (1/2) will be paid to any twelve (12) - month employee who works in excess of eight (8) hours in a given day or forty (40) hours in a given week.
- b. Time and one-half (1/2) will be paid to any ten (10) - month employee who works in excess of seven (7) hours in a given day or thirty-five (35) hours in a given week.
- c. Time and one-half (1/2) will be paid to any employee covered by this AGREEMENT who works any time on Sunday.
- d. Any maintenance and custodial employees called in to work on other than their regular shift shall be paid at time and one-half for two hours of work or the amount of time actually worked, whichever is greater.

7. There shall be no pyramiding of overtime rates under any section of this ARTICLE.

8. "Any full-time employee who shall be assigned to a higher-paying position shall be entitled to additional compensation once the employee has served in such position for ten (10) days during any year. The higher compensation shall commence on the eleventh (11th) day. Such compensation shall consist of the difference between the individual's regular pay and the next higher dollar amount shown on the salary guide for the position to which the employee is assigned."

9. Overtime is to be distributed evenly among job categories within a building.

10. Licensed Boiler Operators

- a. Any employee in the Unit who is a licensed boiler operator, and whose regular assignment requires him to hold such a license, shall receive:
 - \$525.00 per year effective July 1, 1994,
 - \$550.00 per year effective July 1, 1995,
 - \$575.00 per year effective July 1, 1996,in addition to his regular salary. If a custodial/maintenance employee has been in a position for two (2) or more years in which he/she receives the rate under this subsection, and then

is transferred to a position where the boiler is not required, he/she shall receive the amount under this sub-section for two (2) years after the transfer.

- b. A licensed boiler operator whose regular assignment does not require him to hold such a license shall receive \$150.00 in addition to his regular salary. For each shift or major fraction thereof that he is required to perform the duties of a regular boiler operator, said person shall be compensated at the regular boiler operator's amount, to be prorated.
11. Whenever a Unit member is promoted permanently from one job classification to another job classification, his new rate of pay will be determined as follows: The member will move to the new salary scale at the next higher dollar amount on the new scale and then advance to the next step.
12. The evening shift differential shall be 30 cents per hour for 1994-95, 35 cents per hour for 1995-96, and 40 cents per hour for 1996-97.
13. Custodial and Maintenance employees shall receive a statement each pay period reflecting number of overtime hours which are being paid in the paycheck.
14. Custodial band camp duties will be assigned to volunteers from the Middle School first, then to volunteers District-wide. In the event that no one volunteers, the least senior custodian shall be assigned. In the event that a non-Middle School custodian performs Band Camp duties, a volunteer from the Middle School will be assigned to the temporary vacancy created by the Band Camp assignment. If no custodian from the Middle School volunteers for the temporary vacancy, the least senior Middle School custodian shall fill the temporary vacancy.

D. INSTRUCTIONAL AIDES/CLERICAL AIDES

1. Ten (10) Month - Each employee on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments.
2. Exceptions - When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay check on the last previous working day.
3. Final Pay - Each employee shall receive his final pay on his last working in June.

ARTICLE 12

TENURE AND REDUCTION IN FORCE

A. TENURE FOR CUSTODIAN AND MAINTENANCE EMPLOYEES

1. Terms and conditions of employment regarding tenure of custodial and maintenance employees shall be governed by the provisions of this Article and applicable law.
2. Before being appointed as a regular employee, any newly appointed Custodian A, Custodian B or maintenance employee will be employed on a year-to-year basis for the first three (3) years.

B. In the event of a reduction in force affecting Custodians A, Custodians B, maintenance employees, and Instructional Aides such employees shall be terminated on the basis of seniority, those with less seniority being terminated first. Such persons shall be placed on a preferred eligibility list in the order of years of service for re-employment whenever vacancies subsequently occur.

C. Any employee recalled under this article will have all accumulated sick leave available at the time of reduction in force restored upon recall. In addition, while time on a reduction in force does not count towards seniority and longevity, time credited towards seniority and longevity prior to reduction in force shall be restored to the employee upon recall.

ARTICLE 13

RETIREMENT ALLOWANCE

Any employee who has been employed by the Pennsville Board of Education for ten (10) or more years shall be eligible for a special retirement allowance.

1. Notice of retirement, in writing, must be submitted to the Board of Education by April 1 of the school year in which the employee intends to retire. Failure to notify the Board by April 1 shall be deemed a waiver of the special retirement allowance, except in cases of emergency, which the Board shall consider on an individual basis. (Support staff employees currently must notify by November 1.)
2. The employee shall receive one (1) day's salary for each four days of accumulated unused sick and/or

personal business leave existing on the final day of employment up to a maximum of \$30,000 for certificated employees and up to a maximum of \$20,000 for non-certificated employees.

3. The daily salary shall be computed as 1/200 of the final salary for a teacher retiring. The daily salary shall be computed as 1/240 of the final salary of a secretarial employee retiring. The daily salary shall be computed as 1/260 for all other non-certified support staff.
4. The retirement allowance shall be paid in one of the following plans, if the employee has provided notice of retirement not later than December 15 of the school year in which the employee intends to retire.

Plan I

- a. Lump sum payment on July 15 of the next budget year following retirement.

Plan II

- a. One half (1/2) of the retirement allowance shall be paid on July 15 of the next budget year following retirement.
- b. One half (1/2) of the retirement allowance shall be paid on January 15 of the next calendar year following retirement.

Plan III

- a. One third (1/3) of the retirement allowance shall be paid on July 15 of the next budget year following retirement.
 - b. One third (1/3) of the retirement allowance shall be paid on January 15 of the next calendar year following retirement.
 - c. One third (1/3) of the retirement allowance shall be paid on January 15 of the second calendar year following retirement.
5. If notice of retirement is tendered on or after December 15, but prior to February 1 of the school year in which the employee intends to retire, the retirement allowance will be made under Plan II or Plan III above, at the retiring employee's option. If notice of retirement is tendered on or after February 1, but prior to April 1 of the school year in which the

employee intends to retire, the retirement allowance will be paid in one lump sum.

6. The employee shall advise the Board, in writing, as to which plan of payment is desired. Such decision shall be submitted at least one month prior to the last working day before retirement.
7. The retirement allowance shall not be considered a part of the employee's regular salary for pension computation purposes.
8. If the employee dies before full payment of the special retirement bonus is made, the balance of the retirement bonus shall be paid to his or her estate.
9. If the employee dies while actively employed, the retirement benefit existing under the terms of this paragraph shall be paid to his or her estate.

ARTICLE 14

TEMPORARY LEAVES

A. Sick Days

1. TEACHERS

All teachers employed shall be entitled to fifteen (15) sick leave days per year, which shall be accumulated from year to year with no maximum limit.

2. SECRETARIES

- a. All secretarial employees shall be allowed personal sick leave with pay.

Twelve (12) month employees - 15 days (1-1/4 days per month)

Ten (10) month employees - 12-1/2 days (1-1/4 days per month)

- b. Any unused sick leave days shall accumulate without limit from year to year.
- c. Sick leave days accumulated under the previous policy shall remain valid under this new policy which is in accordance with Chapter 188, Laws of 1954, of New Jersey.

- d. In case of sickness in the immediate family of an employee, and upon request of the employee to the Superintendent of Schools, sick leave may be granted to cover the employee's absence because of such illness.

3. CUSTODIAL AND MAINTENANCE EMPLOYEES AND INSTRUCTIONAL AIDES

- a. All twelve (12) month employees shall be entitled to fifteen (15) sick leave days per year and all ten (10) month employees, including aides, shall be entitled to twelve (12) sick leave days per year.
- b. Any unused sick leave days shall accumulate without limit from year to year.
- c. Sick leave days accumulated under the previous policy shall remain valid under this new policy which is in accordance with Chapter 188, Laws of 1954, of New Jersey.
- d. In case of sickness in the immediate family of employee, and upon the request of the employee to the school superintendent, sick leave may be granted to cover employee's absence because of such illness.

B. JURY DUTY

All employees covered by this AGREEMENT who are called on jury duty shall be paid for the time thus lost from regular duties the difference between their regular pay and their jury pay.

C. BEREAVEMENT LEAVE

All employees covered by this agreement, in the event of death in the immediate family, shall be granted allowance with pay on scheduled work days to attend the death bed or funeral as hereinafter stated:

1. An allowance up to five (5) work days shall be granted in case of any of the following, with additional days granted at the discretion of the Superintendent.
 - a. Employees' parents, spouse, children, son-in-law, daughter-in-law, and other persons residing as a member of the employees's household.
 - b. Brothers and sisters of the teacher and the parents of the employees's spouse.

- c. Legally adopted members of the family and step-relationships as outlined in a. and b.
2. An allowance of one (1) work day shall be granted to attend the funeral of any of the following:
 - a. Uncles, aunts, grandparents, and grandchildren of the employee.
 - b. Brothers-in-law and sisters-in-law of the employee.
3. With the approval of the Superintendent, an additional work day for travel shall be granted to attend the funeral of any of the above persons in 2.a. and b. when such funeral is at a place in excess of 300 miles from Pennsville Township.

D. PERSONAL DAYS

1. TEACHERS - Each teacher shall be granted two (2) personal business days per year and shall not be required to state a specific reason for requesting same. Personal business leave will not be granted for a work day immediately preceding or following a holiday or vacation period, except with the express approval of the Superintendent of Schools. Personal business leave may be granted after May 1 only upon written request to the Superintendent of Schools, stating the reason for the request.

Request for personal business leave must be submitted 72 hours before personal business leave is to be effective. The Superintendent may approve emergency requests as they arise. Only five percent (5%) of the Unit members may be off on personal business leave on any one day. Any unused personal business leave will be added to accumulated sick leave.

2. SECRETARIES

- a. All secretarial employees shall have available two (2) days absence yearly, with pay, to take care of any emergencies which may arise.
- b. The employee will present the request, in writing, to the Superintendent of Schools.
- c. Personal business leave will not be granted for a work day immediately preceding or following a holiday or vacation period, except with the express approval of the Superintendent of Schools. Only 20% of the unit members (no more than two [2]

in any one [1] office) may be off on personal business leave on any one (1) day.

- d. Request for personal business leave must be submitted seventy-two (72) hours before personal business leave is to be effective. The superintendent of Schools may approve emergency requests as they arise.
- e. Ten (10) month employees are entitled to personal business absence as stated above.

3. CUSTODIAL AND MAINTENANCE EMPLOYEES AND INSTRUCTIONAL AIDES

- a. All employees covered by the AGREEMENT shall be granted two (2) days business yearly, with pay, to take care of emergencies which may arise.
- b. Personal business leave may be granted for a work day immediately preceding or following a holiday or vacation period, with the express approval of the Superintendent of Schools.
- c. Request for personal business leave must be submitted forty-eight (48) hours before personal business leave is to be effective, but the Superintendent may approve emergency requests as they arise.
- d. Only ten percent (10%) of the employees may be off on personal business leave on any one (1) day.
- e. The unused personal business days for each year shall be cumulative and shall be added to the employee's sick leave.

E. OTHER

Employees shall be entitled to the following temporary non-accumulative absences without suffering loss in pay, sick leave, or personal business days:

- 1. Time necessary for mediation or fact-finding hearings if held during the school day.
- 2. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system where the employee is not the plaintiff against the district unless it is a case which deals with withholding of increment or discharge.

F. Leaves of Absence

1. A request for a leave of absence submitted by an employee after May 1 for the succeeding school year will not be approved except in an extreme emergency.
2. Leave of absence may be granted only to employees who have successfully completed three (3) consecutive calendar years of service in the District, and upon recommendation of the Superintendent of Schools.

G. Official Leave of Absence Without Pay Due to Illness

Whenever an employee covered by this AGREEMENT is absent due to illness beyond his accrued sick leave, the employee will be automatically placed on official leave of absence without pay until further disposition of the case is taken by the Board of Education.

ARTICLE 15

VACATIONS & HOLIDAYS

1. SECRETARIES

- A. 1. Due to the variation in calendar from year to year, the following are the holidays which will be no work days for the PEA Secretaries:

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	Presidents' Birthday
Veterans' Day	(2 days)
Good Friday	Easter Monday
Thanksgiving Recess (2 days)	Memorial Day
Christmas Eve Day	
Christmas Day	
The day after Christmas Day	
New Year's Eve Day	

2. N.J.E.A. convention shall be work days unless the employee actually attends the N.J.E.A. convention.
 3. All other days between July 1 and June 30, except Saturday and Sunday, are considered work days.
- B. The holidays shall be observed as such insofar as possible with time off for all employees for observance. In case the administration finds it necessary for an employee to work on such holiday, her time shall be computed at twice her regular rate of pay for those hours worked on the holiday or she shall be

given two (2) compensatory days off in lieu of paid overtime, at her choice. Use of the compensatory days is subject to principal's approval.

- C. If schools are required to be open for all personnel and students on a day set forth in Board policy or in this Agreement as a paid holiday (no work), employees covered by this Agreement will report to work on such day and will receive a compensatory day off at a later date during the period of this Agreement.
- D. When any of the foregoing holidays fall on Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday, except in schools where summer school secretaries are needed.
- E. An employee is expected to work at regular pay on any other local or religious holiday falling within her regular work schedule. In case of an excused absence for personal observance of such a day, a deduction in the employee's pay at regular rate will be made for such absence.
- F. Whenever school is closed for students except for the holidays listed in A., secretaries and clerical aides will report to work from 9:00 a.m. to 3:00 p.m. except for summer vacation and in-service training days. Secretaries shall not work when school is closed to faculty because of inclement weather unless the Superintendent shall determine that such specific secretaries shall work in order to meet deadlines. The employee required to work shall receive compensation time for that particular day or portion worked.
- G. The day before Thanksgiving will be six (6) hour work day and the days before Christmas and Easter recess will be full work days.
- H. Ten (10) month employees are entitled to such holidays as are included in the contract which fall in their term of employment.
- I. **Vacations**
 - 1. Annual vacations based on seniority shall be taken within the contract period at the discretion of the Superintendent of Schools. Members of the unit may bank a maximum of four (4) weeks accrued vacation time.
 - 2. An employee who dies before her contract period is completed will receive full recognition of her vacation rights. Vacation allowance to be

forwarded in the form of cash payment to the estate within 120 days of death.

3. If an employee retires on or after her anniversary date of employment during the contract period she will be entitled to the regular vacation she would have received under Section 3. below, had she worked the full contract period. Such vacation rights, unless decided otherwise by the retiree, shall be an extension of employment beyond the effective date of official retirement.
4. Vacation schedule for all regular twelve (12) month employees will be:

<u>Years of Service</u>	<u>Vacation</u>
1- 5 years	2 weeks
6-10 years	3 weeks
11-20 years	4 weeks
21-30 years	5 weeks
31-over	6 weeks

5. Employees hired July 1, 1984 or thereafter shall not be entitled to any vacation until after such employee has completed one (1) year of service in the district.
6. In calculating years of service for vacation benefits, each year that the employee is employed in a twelve (12) month position shall be credited permanently to the employee regardless of transfers. Each year that the employee works in a ten (10) month position shall not be credited in calculating years of service for vacation benefits.
7. Present employees will continue to receive the vacation rights they have built up until they reach the number of years service needed to conform to this policy.
8. Whenever a legal holiday falls within the scheduled vacation period, the employee will receive one (1) extra day of paid vacation.

2. CUSTODIAL AND MAINTENANCE EMPLOYEES

The Board and the Association agree that vacation benefits for custodial and maintenance employees covered by this AGREEMENT shall include and shall be limited to the following:

- A. Annual vacations based on seniority shall be taken at a time approved by the Superintendent of Schools. Any vacation

time earned during a contract year may be held over up to August 31 of the next succeeding year, however, up to four (4) weeks of said vacation time may be banked indefinitely for future use, notwithstanding the August 31 termination date.

B. An employee who dies before his contract period is completed shall receive full recognition of his vacation rights. If an employee retires on or after his anniversary date of employment during the contract period he will be entitled to the regular vacation he would have received under Section "C" below, had he worked the full contract period. Such vacation rights, unless decided otherwise by the retiree, shall be an extension of employment beyond the effective date of official retirement.

C. The vacation schedule for regular twelve (12) month employees hired before July 1, 1987, will be:

From 6 months to 1 year	1 week
From 1st year to 5 years	2 weeks
From 5th year to 10 years	3 weeks
From 10th year to 20 years	4 weeks
From 20th year to 30 years	5 weeks
After 30th year	6 weeks

D. "The vacation schedule for all regular twelve (12) month employees employed on July 1, 1987, or thereafter shall be:

Less than one (1) year	None
One (1) year to two (2) years of employment	one (1) week
From second (2nd) year to five (5) years of employment	two (2) weeks
From five (5) years to ten (10) years of employment	three (3) weeks
From ten (10) years to twenty (20) years of employment	four (4) weeks
From twenty (20) years to thirty (30) years of employment	five (5) weeks
After thirty (30) years of employment	six (6) weeks

E. Present employees will continue to receive the vacation rights they have built up until they reach the number of years service needed to conform to this policy.

F. Whenever a foregoing legal holiday falls within the scheduled vacation period, the employee will receive one extra day of paid vacation.

G. Miscellaneous

1. The Board shall grant one (1) day with pay for seven (7) custodial and/or maintenance employees to attend the N.J.E.A. Convention. Attendance will be on a rotation system. Proof of attendance by some official document secured at the convention must be presented to the Superintendent within three (3) days of the close of the Convention.
2. An employee is expected to work at regular pay on any other local or religious holiday falling within his regular work schedule. In case of an excused absence for personal observance of such a day, a deduction in the employee's pay at regular rate will be made for such absence.
3. If schools are required to be open for teachers on a day set forth in Section H. below, employees covered by this AGREEMENT will report to work on such day and will receive a compensatory day off at a later date during the period of the AGREEMENT.

H. School Calendar

1. The following days will be "No Work Days" for Custodial & Maintenance Employees:

New Year's Day
Martin Luther King's Birthday
Presidents' Birthday (2 days)
Good Friday
Easter Monday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

2. If the administration finds it necessary for a Custodial Maintenance Employee to work on days listed above, the employee's time shall be computed at twice his regular rate for the hours worked. This provision is modified by G.3. above. When any of the foregoing holidays falls on a Saturday or Sunday, the preceding

Friday or the following Monday shall be observed as the holiday.

3. All other days between July 1 and June 30, except Saturdays and Sundays are considered work days.
4. Custodians B will not work the week between Christmas and New Year's Day.

ARTICLE 16

CONDITIONS APPLICABLE TO ALL EMPLOYEES

- A. Employees who may be required to use their own cars in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the same rate as paid by the State of New Jersey for State employees for all driving done between arrivals at the first location at the beginning of their work day, and their last location at the ending of their work day upon presentation to the Board of Education of a detailed voucher.
- B. Use of Employee's Vehicle

Whenever any Unit member is required to transport school supplies or property in his own vehicle, he shall be reimbursed at the same rate as paid by the State of New Jersey employees. Such use of an employee's vehicle shall be on a voluntary basis. Use of employee's vehicles must be authorized by the School Business Administrator in order for the Unit member to receive reimbursement.
- C. All money collections and clerical work resulting from sale of goods or services within the school from which the school receives no monetary compensation shall be handled by the company representatives and not teachers.
- D. Any tenured teacher who is terminated because of reduction in the work force shall be compensated for unused sick days and personal business days according to the same formula as the special retirement allowance.
- E. If a certified unit member is requested by the Superintendent to substitute for an administrator, additional compensation shall be paid once the unit member has substituted for five (5) consecutive days, such compensation commencing on the sixth (6th) day. The compensation shall consist of the difference between the individual's regular rate of pay and that of an administrator on the first step on the administrator's ratio scale.

- F. The Board may require a teacher to write, grade, or assess any tests required by law or administrative code, and such shall be accomplished without any additional compensation or grant of released time to the teacher. This shall be done within the confines of the regular school day, as directed by the Superintendent.
- G. Any teacher employed during the summer in his/her professional capacity, other than summer school teachers, shall be compensated at the rate of 1/200th of his/her salary for each day worked.
- H. Any teacher required to work in excess of the regular work day and/or in excess of the regular work shall be granted compensatory time off equal to the extra hours or days worked.
- I. No middle or high school teacher shall be required to teach more than six (6) instructional periods per day except that the Administration may require no more than twenty (20) teachers to teach a seventh period.
- J. The Board agrees that in the scheduling of the Whittle Program there shall be no reduction in lunch time at the secondary level and no increase in pupil contact time.
- K. Heat shall be provided in all offices when secretarial employees are required to work and school is closed.
- L. The responsibilities normally delegated to a nurse shall not be considered the responsibility of a secretary.
- M.
 - 1. There shall be a reimbursement of up to \$75 per year for personal shoe purchase by custodial and maintenance employees. A year is defined as July 1 through June 30. The employee must submit to the Business Office a receipt clearly delineating that the purchase was for shoes.
 - 2. Uniforms shall be made available to custodians in the same manner as provided to maintenance employees prior to July 1, 1992. If a custodial or maintenance employee takes uniforms during the year, he/she must wear a uniform every work day.
- N. There shall be up-to-date job descriptions for aides.

ARTICLE 17

ADULT EVENING SCHOOL, SUMMER SCHOOL, HOME TEACHING AND OTHER
PROGRAMS

- A. Applications for teaching positions in summer school will be accepted after the preceding March 1 and no later than the preceding June 1. Applications for teaching positions in Adult Evening School will be accepted prior to September 1 and January 1 of the fall and spring semesters, respectively. Home instruction openings will be posted as they occur. Applicants for these positions will be notified of the action taken by the Superintendent of Schools as soon as possible after appointments are made.
- B. Any teacher teaching in the above programs will be compensated at the tutorial rate effective at the time. (Article 11, G.)
- C. Each teacher applicant not selected shall, upon request, receive a written explanation from the Superintendent. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building.

ARTICLE 18

VACANCIES AND TRANSFERS

- A. All vacancies caused by death, retirement, discharge, resignation or by the creation of new positions, shall be publicized within the school district by the Superintendent of Schools as soon as possible. All present employees applying for these vacancies will be given first consideration.
- B. All Association member requests for transfer shall be in a written request and if this request is granted or denied, said member shall receive a written notification of the decision.
- C. The Board of Education shall have the authority to transfer employees, whenever in the opinion of the Board, after careful study and consideration, such transfer would insure a more workable, efficient school district operation.
- D. The Board of Education and the Association recognize that teacher transfers and reassignments may be disruptive of the education process and optimum teacher performance unless there are procedures which assure fairness and guarantee full consideration of the individual interests of teachers as well as the over-all interests of school administration.
 - 1. Teacher Request

- a. A teacher may request a change of school, grade assignment, or both when such request is made in writing to the Superintendent. This request should be submitted as early in the year as possible.
 - b. Upon request by the teacher, the Superintendent will furnish to the teacher the reason(s) why he or she was not selected for the position(s) which were specified in the transfer request.
 - c. A list of known vacancies that will exist for the following year should be posted in all schools so that the teachers may apply for open positions. This list should be kept up to date with new openings added as they occur. During the summer, this list will be kept posted in the office of the Superintendent.
2. Administrative Decision
 - a. When the superintendent believes that a transfer will be in the best interest of the teacher or the school(s) affected, the teacher will be advised in writing of this decision immediately.
 3. Notice of a voluntary or involuntary transfer or reassignment shall be given to teachers as soon as possible.

ARTICLE 19

COURTESY TUITION

- A. Children of teachers and secretaries who reside outside of the Pennsville Public School District shall be permitted to attend the Pennsville Public Schools at a cost of 80% of the normal tuition charged.

ARTICLE 20

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 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 determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services 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 may be set up to 85% of that amount as the maximum presently 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 deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the employee begins his or her employment 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 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or 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 the 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 deductions made more than 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 30 day period. This list will include names, job titles and dates of employment for all such employees.

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

1. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision provided that the employer 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.
2. 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 and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.
3. It is expressly understood that 1. above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the employer or the employer's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE 21

STATUTORY SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 22

DURATION OF AGREEMENT

- A. This Contract shall be in effect commencing July 1, 1994, and shall continue through June 30, 1997.
- B. This Agreement shall be reproduced in a mutually acceptable format. The cost shall be borne equally by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

PENNSVILLE EDUCATION ASSOCIATION

PENNSVILLE BOARD OF
EDUCATION

Michael E. Heasa

President

Roscoe R. Haug

President

Eileen K. Smith

Secretary

Ant A. Pidd

Secretary

SALARY SCHEDULES

SCHEDULE "A-1"

1994-1995

TEACHER SALARY GUIDE

<u>STEP</u>	<u>ND</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+60</u>	<u>DR.</u>
1	30215	30875	32125	33325	34525	35725	36925
2	30715	31375	32625	33825	35025	36225	37425
3	31238	31898	33148	34348	35548	36748	37948
4	31761	32421	33671	34871	36071	37271	38471
5	32310	32970	34220	35420	36620	37820	39020
6	32633	33293	34543	35743	36943	38143	39343
7	33339	33999	35249	36449	37649	38849	40049
8	34168	34828	36078	37278	38478	39678	40878
9	35969	36629	37879	39079	40279	41479	42679
10	37842	38502	39752	40952	42152	43352	44552
11	39795	40455	41705	42905	44105	45305	46505
12	42372	43032	44282	45482	46682	47882	49082
13	44329	44989	46239	47439	48639	49839	51039
14	46020	46680	47930	49130	50330	51530	52730
15	48390	49050	50300	51500	52700	53900	55100
16	50623	51283	52533	53733	54933	56133	57333
17	52696	53356	54606	55806	57006	58206	59406
OFFA	55127	55787	57037	58237	59437	60637	61837
OFFB	56462	57122	58372	59572	60772	61972	63172

Longevity: In addition to the base salary listed above, teachers shall receive the following longevity payments:

Steps 10, 11 and 12	\$845
Steps 13, 14 and 15	\$945
Steps 16, 17 and off-guide	\$1,045

SCHEDULE "A-2"

1995-1996

TEACHER SALARY GUIDE

<u>STEP</u>	<u>ND</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+60</u>	<u>DR.</u>
1	31126	31786	33036	34236	35436	36636	37836
2	31626	32286	33536	34736	35936	37136	38336
3	32150	32810	34060	35260	36460	37660	38860
4	32699	33359	34609	35809	37009	38209	39409
5	33247	33907	35157	36357	37557	38757	39957
6	33822	34482	35732	36932	38132	39332	40532
7	34161	34821	36071	37271	38471	39671	40871
8	34901	35561	36811	38011	39211	40411	41611
9	35968	36628	37878	39078	40278	41478	42678
10	37842	38502	39752	40952	42152	43352	44552
11	39795	40455	41705	42905	44105	45305	46505
12	42372	43032	44282	45482	46682	47882	49082
13	44416	45076	46326	47526	48726	49926	51126
14	46467	47127	48377	49577	50777	51977	53177
15	48390	49050	50300	51500	52700	53900	55100
16	50724	51384	52634	53834	55034	56234	57434
17	53065	53725	54975	56175	57375	58575	59775
OFFA	55238	55898	57148	58348	59548	60748	61948
OFFB	57786	58446	59696	60896	62096	63296	64496
OFFC	59185	59845	61095	62295	63495	64695	65895

Longevity: In addition to the base salary listed above, teachers shall receive the following longevity payments:

Steps 10, 11 and 12	\$845
Steps 13, 14 and 15	\$945
Steps 16, 17 and off-guide	\$1,045

SCHEDULE "A-3"

1996-1997

TEACHER SALARY GUIDE

<u>STEP</u>	<u>ND</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+60</u>	<u>DR.</u>
1	32091	32751	34001	35201	36401	37601	38801
2	32591	33251	34501	35701	36901	38101	39301
3	33116	33776	35026	36226	37426	38626	39826
4	33665	34325	35575	36775	37975	39175	40375
5	34239	34899	36149	37349	38549	39749	40949
6	34814	35474	36724	37924	39124	40324	41524
7	35417	36077	37327	38527	39727	40927	42127
8	35772	36432	37682	38882	40082	41282	42482
9	36548	37208	38458	39658	40858	42058	43258
10	37842	38502	39752	40952	42152	43352	44552
11	39795	40455	41705	42905	44105	45305	46505
12	42372	43032	44282	45482	46682	47882	49082
13	44416	45076	46326	47526	48726	49926	51126
14	46547	47207	48457	49657	50857	52057	53257
15	48697	49357	50607	51807	53007	54207	55407
16	50724	51384	52634	53834	55034	56234	57434
17	53159	53819	55069	56269	57469	58669	59869
OFFA	55613	56273	57523	58723	59923	61123	62323
OFFB	57890	58550	59800	61000	62200	63400	64600
OFFC	60561	61221	62471	63671	64871	66071	67271
OFFD	62028	62688	63938	65138	66338	67538	68738

Longevity: In addition to the base salary listed above, teachers shall receive the following longevity payments:

Steps 10, 11 and 12	\$845
Steps 13, 14 and 15	\$945
Steps 16, 17 and off-guide	\$1,045

SCHEDULE "A-4"

STEP TO YEARS-OF-EXPERIENCE CONVERSION CHART

Years of experience as of		Years of experience as of		Years of experience as of	
<u>6/30/94</u>	<u>1994- 1995</u>	<u>6/30/95</u>	<u>1995- 1996</u>	<u>6/30/96</u>	<u>1996- 1997</u>
0	1	0	1	0	1
1	2	1	2	1	2
2	3	2	3	2	3
3	4	3	4	3	4
4	5	4	5	4	5
5	6	5	6	5	6
6-7	7	6	7	6	7
8-9	8	7-8	8	7	8
10-11	9	9-10	9	8-9	9
12-13	10	11-12	10	10-11	10
14-15	11	13-14	11	12-13	11
16-17	12	15-16	12	14-15	12
18-20	13	17-18	13	16-17	13
20-21	14	19-20	14	18-19	14
22-23	15	21-22	15	20-21	15
24-25	16	23-24	16	22-23	16
26-27	17	25-26	17	24-25	17
28+	OFF-GUIDE	27+	OFF-GUIDE	26+	OFF-GUIDE

SCHEDULE "B"

COACHES SALARY SCALE

It is the intention of the Board of Education to assign teachers to Schedule B except in emergency situations. The Board shall comply with all statutory obligations in this respect.

<u>A. LEVEL I</u>		<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Football	All Head Coaches	\$ 3,818	\$ 4,005	\$ 4,202
Baseball	Ass Asst. Coaches	2,544	2,668	2,799
Boys + Girls Basketball				
Girls Softball				
Wrestling				
Boys + Girls Soccer				
Field Hockey				
Boys & Girls Track				

<u>B. LEVEL II</u>		<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Golf	All Head Coaches	\$ 2,895	\$ 3,037	\$ 3,186
Indoor Track	All Asst. Coaches	2,313	2,426	2,545
Boys & Girls Tennis	+ Faculty Manager			
Cheerleading				
Cross-Country				

<u>C. LEVEL III</u>		<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
7th & 8th Grade Boys & Girls Basketball		\$1,200	\$1,259	\$1,320

D. A \$50.00 stipend in addition to the above salaries shall be paid to any coach or coaches authorized by the Board of Education to accompany a team or individual athletes competing in post-season championship play. Regional and/or state competition shall be considered a single competition.

E. The following incumbent coaches shall receive the indicated salaries instead of those listed in A & B above as long as they continue in the position.

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1. Howard Herrmann (Football Salary only)	\$3,126	\$3,279	\$3,440
2. Scott Griscom (Cross-Country Salary only)	3,189	3,345	3,509

SCHEDULE "C"

It is the intention of the Board of Education to assign teachers to Schedule C except in emergency situations. The Board shall comply with all statutory obligations in this respect.

EXTRA-CURRICULAR ACTIVITIES COMPENSATION

	<u>94-95</u> <u>AMOUNT</u>	<u>95-96</u> <u>AMOUNT</u>	<u>96-97</u> <u>AMOUNT</u>
H.S. Marching Band Director	2255	2366	2482
	Plus \$105 per competition		
	Plus \$630 per musical		
M.S. Band Director	692	726	762
Asst. H.S. Marching Band Director	1647	1728	1812
	Plus \$85 per competition		
Band Front Advisors (4)	1070	1122	1177
	Plus \$65 per competition		
Pit Orchestra (3)	404	424	444
Choral Director	1159	1216	1276
	Plus \$630 per Musical		
Dramatics Advisor	1275	1337	1402
	Each play plus \$630 for musical		
Musical Director	755	792	831
Choreographer	525	550	577
Senior Class Advisors (2)	1358	1425	1495
Junior Class Advisors (2)	1358	1425	1495
Sophomore Class Advisors (2)	1039	1089	1143
Freshman Class Advisors (2)	525	550	577
Eight Grade Advisors (2)	462	484	508
Seventh Grade Advisors (2)	462	484	508
Sixth Grade Advisors (2)	409	429	450
Honor Society	462	484	508
Literary Magazine	871	913	958
Newspaper Advisor	955	1001	1050
HS Orchestra Director	897	941	987
Safety Patrol Advisors (3)	435	457	479
Stage Manager Advisors (2)	1012	1062	1114
HS Student Council	1390	1458	1529
MS Student Council	808	847	889
HS Visual Aide Advisor	1039	1089	1143
MS Visual Aide Advisor	1039	1089	1143
Yearbook Advisors (2)	1039	1089	1143
OM Coaches	923	968	1016
OM Judges (5)	178	187	196
	Plus \$50 per comp. beyond league		
MS Orchestra	692	726	761
HS Concert Band	897	941	987
Tri M Music Honor Society	462	485	508

	<u>94-95</u>	<u>95-96</u>	<u>96-97</u>
	<u>AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
CLUB ADVISORS			
	288	303	317
Spanish (2)	147	154	162
French	288	303	317
German	288	303	317
Computer	288	303	317
FBLA	640	671	704
FHA	409	429	450
Young Astronauts (2)	462	484	508
TSA	409	429	450
Mock Trial	813	853	895
Drama	288	303	317
DuPont Academic League	519	545	571
INTRAMURAL			
MS Basketball	472	495	519

SCHEDULE "D-1"

SECRETARIAL SALARY SCHEDULE

- A. The salary schedule or salary amount appearing below is adopted by the Board of Education, applicable to full-time secretaries.
- B. A secretary covered by this salary schedule will advance one step on the salary scale every year until they reach maximum.
- C. All secretaries covered by this salary schedule shall be on duty twelve (12) months per year unless otherwise scheduled.
- D. All secretaries shall receive service increments beginning the sixteenth (16th) year of experience; beginning the twenty-first (21st) year of experience; beginning the twenty-sixth (26th) year of experience and beginning the thirty-first (31st) year of experience. The service increments shall be \$450.
- E. Each secretary covered by this salary schedule shall be given full credit for the number of years of business experience up to a maximum of five (5) years, when properly verified and attested to by the Superintendent of Schools.
- F. If a secretary earns a two-year Secretarial Science degree she will receive an additional degree increment of \$300.

SCHEDULE "D-2"

1994-1995, 1995-1996, and 1996-97
SECRETARIAL SALARY GUIDE

93-94 STEP	94-95 STEP	95-96 STEP	96-97 STEP
			1 27567
		1 26448	2 27767
***	1 25381	2 26648	3 27977
1	1 25381	2 26648	3 27977
2	1 25381	2 26648	3 27977
3	1 25381	2 26648	3 27977
4	2 25591	3 26868	4 28208
5	3 25801	4 27089	5 28409
6	4 26011	5 27309	6 28671
7	5 26221	6 27530	7 28902
8	6 26431	7 27750	8 29134
9	7 26673	8 28004	9 29400
10	8 27017	9 28365	10 29780
11	9 27363	10 28728	11 30160
12	10 27718	11 29101	12 30551
13	11 28178	12 29584	13 31058
14	12 28637	13 30066	14 31565
15	13 29202	14 30659	15 32188
16	14 29777	15 31262	16 32821
17	15 30352	16 31867	17 33455
18	16 31042	17 32591	18 34216
19	17 31853	18 33443	19 35110
20	18 32962	19 34607	20 36332
21	19 34425	20 36143	21 37944

SCHEDULE "E-1"

1994-1995 SALARY GUIDE

CUSTODIANS B
 CUSTODIANS A
 CHIEF CUSTODIANS/GROUNDSKEEPERS
 MAINTENANCE

93-94 STEP	94-95 STEP	CUSTB	CUST A	CHIEF	MAIN
***	1	17328	20283	21892	24537
1	2	17828	20783	22392	25037
2	3	18352	21307	22917	25562
3	4	18909	21863	23473	26118
4	5	19567	22403	23710	26793
5	6	19803	22639	25485	26970
6	7	20350	23089	26139	27264
7	8	21170	23289	27272	28859
8	9	21760	23455	27963	29172
9	10	22092	23630	28772	29338
10	11	22911	24492	30561	29506
11	12	24334	26014	31091	29870
12	13	24800	26475	31558	32407
13	14	25286	26984	32069	32872
14	15	26199	27486	32316	34014
15	16	26690	27916	32818	34568

OFF-GUIDE

93-94 STEP	94-95 STEP	CUSTB	CUST A	CHIEF	MAIN
16	A	27188	28522	33462	34985
A	B	27675	29011	33966	35587
B	C	28164	29539	34465	36087
C	D	28661	30045	34963	36587
D	E	31133	31051	35468	37339
E	F	31627	31556	35965	37840
F	G	32860	33322	37845	38334
G	H	34249	35539	40496	

SCHEDULE "E-2"

1995-1996 SALARY GUIDE

CUSTODIANS B
 CUSTODIANS A
 CHIEF CUSTODIANS/GROUNDSKEEPERS
 MAINTENANCE

94-95 STEP	95-96 STEP	CUSTB	CUST A	CHIEF	MAIN
***	1	17679	20779	22467	25242
1	2	18179	21279	22967	25742
2	3	18703	21804	23492	26267
3	4	19253	22354	24042	26817
4	5	19838	22937	24626	27400
5	6	20528	23503	24874	28100
6	7	20776	23751	26734	28294
7	8	21349	24223	27417	28603
8	9	22210	24433	28611	30276
9	10	22828	24607	29336	30604
10	11	23177	24791	30185	30779
11	12	24036	25694	32061	30955
12	13	25529	27291	32618	31337
13	14	26018	27776	33108	33399
14	15	26527	28309	33638	34486
15	16	27486	28836	33903	35685

OFF-GUIDE

94-95 STEP	95-96 STEP	CUSTB	CUST A	CHIEF	MAIN
16	A	28001	29287	34430	36266
A	B	28523	29923	35106	36703
B	C	29034	30436	35634	37335
C	D	29548	30989	36158	37860
D	E	30068	31524	36680	38384
E	F	32662	32575	37210	39173
F	G	33180	33106	37731	39699
G	H	34474	34958	39703	40216
H	I	35931	37284	42484	

SCHEDULE "E-3"

1996-1997 SALARY GUIDE

CUSTODIANS B
 CUSTODIANS A
 CHIEF CUSTODIANS/GROUNDSKEEPERS
 MAINTENANCE

95-96 STEP	96-97 STEP	CUSTB	CUST A	CHIEF	MAIN
***	1	18047	21299	23071	25982
1	2	18547	21799	23571	26482
2	3	19071	22324	24095	27006
3	4	19622	22974	24646	27557
4	5	20199	23452	25223	28134
5	6	20812	24064	25835	28746
6	7	21536	24657	26096	29490
7	8	21796	24917	28044	29684
8	9	22397	25412	28763	30008
9	10	23300	25633	30016	31763
10	11	23949	25815	30777	32107
11	12	24315	26008	31667	32291
12	13	25216	26956	33636	32476
13	14	26783	28632	34220	32876
14	15	27296	29140	34734	35668
15	16	27830	29700	35290	36180

OFF-GUIDE

95-96 STEP	96-97 STEP	CUSTB	CUST A	CHIEF	MAIN
16	A	28836	30252	35568	37347
A	B	29376	30725	36121	38047
B	C	29924	31392	36830	38505
C	D	30459	31931	37384	39168
D	E	30999	32511	37934	39719
E	F	31545	33073	38481	40263
F	G	34266	34175	39038	41096
G	H	34809	34732	39584	41648
H	I	36167	36675	41653	42191
I	J	37696	39115	44571	

SCHEDULE "F"

INSTRUCTIONAL AIDES/CLERICAL AIDES SALARY GUIDE

Each Instructional Aide and Clerical Aide who is covered by this Agreement shall be paid as follows:

<u>1994-1995</u>		
Yrs. as of exper. as of <u>6-3-94</u>	<u>STEP</u>	
0	1	\$ 8,990
1-4	2	\$ 9,740
5-9	3	\$10,730
10	4	\$10,959

<u>1995-1996</u>		
Yrs. as of exper. as of <u>6-30-95</u>	<u>STEP</u>	
0	1	\$ 9,450
1-4	2	\$10,204
5-9	3	\$11,293
10	4	\$11,543

<u>1996-1997</u>		
Yrs. as of exper. as of <u>6-30-96</u>	<u>STEP</u>	
0	1	\$ 9,675
1-4	2	\$10,300
5-9	3	\$11,918
10	4	\$12,325

In addition to the above-stated salaries, all aides shall receive the following longevity increments:

- After five (5) consecutive years of employment - \$200
- After ten (10) consecutive years of employment - \$400