

SEPTEMBER 14, 2006

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

JULY 1, 2006 THROUGH JUNE 30, 2009

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PREAMBLE

This Agreement entered into this first day of July 1, 2006, between the Penns Grove-Carneys Point Regional Board of Education, hereinafter called the "Board", and the Penns Grove-Carneys Point School Employees Association, hereinafter called the "Association" wherein it is mutually agreed as follows:

ARTICLE 1 RECOGNITION

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

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

Excluded are:

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

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

C. Full-time definition

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

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

ARTICLE 2
NEGOTIATIONS OF A SUCCESSOR AGREEMENT

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

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definitions

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

B. Purpose

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

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. If a grievance is not processed within proper time limits by the aggrieved Association, the grievance is automatically denied and dropped.
2.
 - a. Failure at any step of these procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of these procedures to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
 - b. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and

applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3. Level One

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

4. Level Two

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

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

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

5. Level Three

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

6. Level Four

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

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

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

7. Level Five

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

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

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

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

decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne by the losing party to be designated by the Arbitrator. Should an individual or group of employees proceed to arbitration without the Association's consent and lose, then they and not the Association, shall bear the costs. Any other expenses incurred shall be paid by the party incurring the same. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay the cost of the substitute. The time lost by an employee must be either without pay or charged to personal time.

D. Rights to Representation

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

E. Miscellaneous

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

ARTICLE 4
RIGHTS OF EMPLOYEES

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

ARTICLE 5
RIGHTS OF THE BOARD OF EDUCATION

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

ARTICLE 6
ASSOCIATION RIGHTS AND PRIVILEGES

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

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

ARTICLE 7
SECRETARIAL AND CUSTODIAL WORKING CONDITIONS

A. Work Year

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

B. Holidays

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

2. TWELVE (12) MONTH CUSTODIANS

- a. New Years Day, Lincoln's Birthday, Easter vacation shall be two (2) work days contiguous to the Easter holiday weekend, i.e.: Thursday and Friday, Friday and Monday, Monday and Tuesday, Memorial Day, Independence Day, Veterans' Day, Christmas Day Thanksgiving (and the day after), Washington's Birthday, Columbus Day, Martin Luther King Day, Labor Day.
- b. If a scheduled holiday is not given on the named day, compensatory time will be given within sixty (60) working days.
- c. For twelve (12) month custodial employees the working day before and the working day after Christmas will be granted as a holiday. If the working day before Christmas is a school day requiring such employees to be present, then an additional day will be granted after Christmas as a holiday.

3. SECRETARIES

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

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

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

Years of Service in District
Complete 1 year.....1 week
2 to 5 years..... 2 weeks
6 to 10 years..... 3 weeks
11 to 20 years..... 4 weeks
Over 20 years..... 5 weeks
2. Vacations shall be scheduled by the Administration and may not be accumulated or carried over without the express approval of the Superintendent or his designee.
3. No more than one (1) custodian per building may be on vacation at any time. All vacations must be scheduled with approval of supervisor and must not conflict with the needs of the school district.
4. Whenever a legal holiday falls during a scheduled vacation this shall not be considered as a vacation day and shall not be subtracted from the employee's vacation time.
5. All vacations shall be with regular pay. Employees may be paid in advance if requested for the vacation period, provided twenty (20) days notice is given to the District Business Office.
6. If an employee resigns, earned vacation shall be paid according to the proportion of full months worked to the total contract year unless notice has not been given.
7. Nothing herein prevents vacation during the school year subject to the operational needs of the district and written permission of the Superintendent.
8. All vacation entitlements for new employees hired on or after July 1, 2006, shall be credited on July 1 each year. In the first year of employment, the employee credit shall be prorated to the time worked in that year. One day worked in a month equals a month for the calculation purpose. The prorated amount will be calculated to the next half day amount. For example, if an employee begins employment on January 1, he/she will be eligible for 6/12ths of the 1 week vacation, or 2 and ½ days.

D. Tenure

Employees will be granted tenure in accordance with statute.

E. Call-back Time

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

F. Coffee Breaks

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

G. Overtime for Custodians, Secretaries and Maintenance Employees

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

Custodian 12-month	salary/2080 hours
Secretary 12-month	salary/1680 hours
Secretary 10-month	salary/1400 hours
3. Custodial and Maintenance employees who are told to report for work on days when schools are closed due to inclement weather shall receive time and one half for hours worked in addition to their regular pay.
4. By November 15th each year District Office Administration will provide all custodial and maintenance employees with procedures to be followed on inclement weather days including when to report, who calls, where to report, who is in charge, etc.
5. Secretaries who volunteer to work during a holiday or school closing shall receive time and one half per hour worked or be entitled to compensatory time.

H. Altered Lunch Periods - Secretaries

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

I. N.J.E.A. Convention

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

J. Workday

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

K. Custodian Shift Differential

Employees whose shifts start at 12:00 noon or later shall receive a per hour differential of \$.70. Lead Custodians shall receive a per hour differential of \$1.35.

L. Uniforms

1. The Board shall provide each newly employed custodian, groundskeeper and security aide with three (3) approved uniforms, subject to the procedures and limitations described in Paragraph 4. hereof.

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

M. Salary Calculation Upon Transfer

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

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

O. Custodians' Boiler License

1. All custodians must have or acquire a black seal boiler license within 18 months after their date of hire. They will have two (2) opportunities, consecutive to obtain their license. Failure to do so will result in immediate termination without any further cause.
2. The Board will reimburse custodians seeking a Black Seal Boiler License, or other job related licenses, the class costs such as tuition, fees, and books, for one time.

- P. Employees may be required to perform light duty when they have been out due to injury. The Board shall have the right to assign modified duty to a staff member

provided such duty does not diminish time regularly assigned to another unit member. The Administration will consult with the Association on the light duties to be assigned.

ARTICLE 8
AIDES' WORKING CONDITIONS

A. WORK YEAR

Aides work year will be all days on which pupils are in attendance. The regular work day for security aides shall be 7 1/2 plus 1/2 hour duty free lunch plus two (2) fifteen (15) minute breaks each day (except on early dismissal days). The regular work day for specialists and instructional aides will be 6 1/2 hours plus 1/2 hour duty-free lunch. Early dismissal days will be the same as teachers except for parent conference days when such aides may leave once students have been dismissed.

B. OVERTIME

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

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

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

E. Unless excused by the Superintendent, Instructional and Specialist aides shall be required to take forty – eight (48) college credits and will be reimbursed at the Salem County Community College rate. Alternate program for Instructional and Specialist aides in lieu of college credits is available at the Community College and will be reimbursed by the district.

1. Those aides who hold a County substitute certificate, Associates Degree or a Bachelors' Degree are automatically exempt.
2. Instructional and Specialist aides must acquire six (6) qualifying credit hours by September 1 of each school year towards their forty-eight (48) credits. Failure to do so will restrict an aide from progressing to the next step on the salary guide. The alternate program remains an option.

ARTICLE 9
TEACHING HOURS AND TEACHING LOAD

- A. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-five (185) days.
1. The in-school year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.
 2. There shall be early dismissals the day before Thanksgiving Day, the day before Christmas vacation, the day before Spring recess and the last three (3) student days of the school year. Teachers may be required to remain until the end of the regular pupil day the last three (3) students days of the year to complete required closing duties. No required in-service training or other meetings not directly related to the closing of the school year shall be scheduled during these three (3) days.
- B. Child Study Team teacher-members shall be excluded from the provisions of this Article. Their workday shall be seven and one half (7 and 1/2) hours inclusive of a half hour duty free lunch.
1. Child Study Team members may choose to receive compensatory time for meetings held after work hours.
 2. Child Study Team Members shall have early closing sessions in the same manner as classroom teachers when teachers attendance is not required after the early closing.
 3. Child Study Team members shall be eligible for four (4) weeks paid vacation allowance each school year which may be utilized as per practice, except that any Child Study Team member appointed after July 1st or who retires or resigns shall receive a pro-rated vacation allowance in their initial/final school year of employment. Child Study Team members employed after September 1, 2000, shall be required to bank two (2) weeks of vacation allowance during each of their first two (2) years of employment. They may use vacation allowance at the rate of four (4) weeks per year thereafter. Any unused vacation entitlement an employee may have upon termination will be paid within thirty (30) days of the employee's final day of work.
- C. Teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
1. As a matter of safety, teachers shall be required to sign in and out at all schools by the time designated by the administrator of the school which shall be no earlier than fifteen (15) minutes before the pupil day begins, if that teacher has a duty and ten (10) minutes before if they do not have a duty.

2. Employees who fail to sign in by the designated time and do not respond to a page or are not otherwise accounted for shall be subject to the following corrective procedure each year:

- Lateness 1 Notice of lateness form completed by staff member
- Lateness 2 Notice of lateness form completed by staff member
- Lateness 3 Notice of lateness form completed by staff member
Conference with building principal. Staff member may have an Association representative. Letter sent to staff member for inclusion in personnel file.
- Lateness 4 And all thereafter for the duration of the year
Salary shall be docked in 1/2 hour increments based on the prevailing extra pay rate per hour

3. The arrival and departure times for all teachers shall be designated in accordance with the work day limits expressed herein.

4. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave 25 minutes after the close of the pupils' school day, except as otherwise designated in this Article. On Fridays or on the days preceding holidays or vacations, the teachers' day shall end ten (10) minutes after the close of the pupils' day except on those days when teacher attendance is required for in-service training, parent conferences, back to school nights, etc.

- a. If teachers are block scheduled they may leave 15 minutes after the pupils on regular school days and 10 minutes after pupils on Fridays, and at the same time as pupils on days preceding holidays or vacation periods.
- b. Teachers may be required to attend one (1) back to school night or its equivalent each year with no additional compensation.
- c. Teachers required to attend parent conferences at night shall receive released time in the manner currently provided.
- d. Once a teacher has completed their last parent teacher conference, they shall be permitted to leave.

5. Any teacher who is required by his/her Principal or a District Administrator to work beyond said work day shall be compensated at the rate of \$28.00 per hour.

6. Teachers who voluntarily take part in District sponsored , not County sponsored, summer in-service training programs, shall be compensated at a rate of \$28.00 per hour.

- D. Teacher Department heads shall not be assigned more than four (4) student instruction periods.
- E. Subject Area Coordinators shall have one (1) day per month released time to conduct meetings.
- F. Except for emergencies, employees may leave the building without requesting permission during their scheduled duty-free lunch periods, but shall sign in and out.
- G. Building-based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending building, faculty meeting or other professional meetings one (1) day each month, plus eight (8) in-service after school training sessions. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall last for no more than sixty (60) minutes.
 - 1. Teacher meetings which take place after the regular in-school work day and require attendance, shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.
 - 2. An Association representative may speak to the teachers after any meeting referred to in paragraph 1 above for at least ten (10) minutes at the request of the representative.
 - 3. The notice of, and agenda for any teacher meeting shall be given to the teachers involved at least four (4) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda. If a scheduled meeting is changed or canceled with less than two (2) days' notice, except for illness or emergency, the meeting shall count as one of the required meetings.
- H. Classroom teachers shall, in addition to their lunch period, have preparation time during which they shall not be assigned to any other duties as follows except on field trip days, full in-service days, parent conference days, early closing days, fun day, field days and parent teacher meetings. If specialist coverage is not readily available on parent conference days and early dismissal days, the schedules should be adjusted to provide equal preparation time to the extent that it is possible.
 - 1. Elementary School--No less than one hundred fifty (150) minutes per full school week.
 - 2. Middle School--Five (5) class periods per full week, or not less than two hundred fifteen (215) minutes per full school week.
 - 3. Grades 9-12--Five (5) class periods per full week, or no less than two hundred twenty-five (225) minutes per full school week.

4. If a teacher is block scheduled their regular prep period shall be ninety (90) minutes or the same as a regular block schedule period if the block schedule period is less.
5. Preparation time for certified staff members who are not regular classroom teachers is as follows:
 - a. CST and nurses do not receive preparation time.
 - b. Other than a. above, teachers who teach in just one building have the same preparation time as the relevant provision in 1., 2. or 3. above.
 - c. All teaching staff members of the bargaining unit who are required to make lesson plans, teach classes, provide grades, and maintain a space in two buildings will have no less than 190 minutes of preparation time in a week.
6. Any teacher who is assigned AV Coordinator duties and who does not receive a stipend under Schedule B. shall receive an additional 40 minutes of preparation time per full school week.
7. Preparation Periods and IEP Conferences
 - a. To the extent possible, the administration will endeavor to have IEP conferences scheduled after student dismissal.
 - b. In the interpretation of Article 9, H., if a parent who is scheduled to be at an IEP conference during a teacher's scheduled preparation period does not attend that IEP conference, this meeting will not constitute a "parent teacher meeting" within the definition of that term and such teacher shall be compensated pursuant to Article 9, I. 2. Parent participation via telephone constitutes "attendance" for the purposes of this agreement.
 - c. If a teacher loses more than one (1) preparation period in a week as a result of attendance at an IEP conference, he/she shall be compensated for the lost preparation period beyond one (1) at the relevant rate set in Article 9, I. 2.
- I. The practice of using regular teachers as substitutes, thereby depriving them of their preparation period, is undesirable and shall be discouraged. In those cases where substitutes are not available, teachers who volunteer may be used as substitutes during their non-teacher time (non-teaching time does not apply to the teacher's lunch period). Teachers may also be assigned to serve in this manner. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among both volunteer and assigned teachers in said school.

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

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

3. INTERNAL SCHOOL SUSPENSION (ISS)

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

- 4.. Coverage vouchers shall accumulate and be paid twice a year, the first pay in January and the second pay in June.
- J. Teacher participation in extra-curricular activities which extend beyond the regular scheduled in-school day shall be compensated according to the rate of pay and/or released time as provided for in Schedules B and C.
- K. The elementary teacher's work day shall be seven (7) hours and shall include no less than one (1) hour duty-free lunch and a maximum of 285 minutes average pupil instruction time.
- L. The middle school teacher's work day shall be seven (7) hours and eleven (11) minutes and shall include no less than forty-three (43) minutes for duty-free lunch and a maximum of 215 minutes average pupil instruction time.
- M. The high school teacher's working day shall be seven (7) hours and seventeen (17) minutes and shall include no less than twenty-seven (27) minutes for duty-free lunch and a maximum of 235 minutes average pupil instruction time.

- N. If extra instruction time is assigned it shall be paid at the extra instructional rate and can not come out of preparation time. For the purpose of the foregoing sentence, teachers who are scheduled in more than one building who would normally have an assigned duty period and are requested to teach an additional class or period, will be paid for that additional instructional period at the extra instructional rate. The teachers so assigned can only be used for non-instructional duties outside of the pupil day. No more than three (3) teachers in each grade level, department, or discipline (Math, English, etc.) may be assigned or all teachers so assigned shall receive double the extra instruction rate. For purposes of this provision, Math and Science shall be considered two distinct departments in the High School, and the departmental restriction shall not apply to the Middle School.
- O. Assignment schedules for teacher specialists shall be functional the first pupil day of school.
- P. In-service days. orientation days/in-district training days
1. On in-service/orientation days done by the district when pupil attendance is not required, the total work day for teachers shall not exceed six (6) hours in length exclusive of a one (1) hour minimum duty-free lunch period if lunch is provided by the district. Otherwise, the lunch period shall be one and one half (1 1/2) hours in length. Any in-service days not done by the district shall follow that agenda provided that the program cannot exceed seven (7) hours total.
 2. In-district training days scheduled by the District when pupil attendance is required shall be scheduled during the regular work day and shall not exceed six (6) hours in length including one (1) hour lunch which is not provided by the District.
- Q. On early pupil dismissal days when teacher attendance will be required until the normal pupil dismissal time, teachers in grades Preschool to 6 shall have a one half (1/2) hour duty-free lunch period while students are in attendance and an additional one half (1/2) hour duty-free lunch period following pupil dismissal. On such days, teachers in grades 7 and 8 shall have a twenty-eight (28) minute duty-free lunch period while pupils are in attendance and an additional duty-free period of fifteen (15) minutes after pupil dismissal.
- R. On early pupil dismissal days when teacher attendance will not be required following pupil dismissal, teachers in grades Preschool to 6 will have a one half (1/2) hour duty-free lunch period and teachers in grades 7 and 8 shall have a twenty-eight (28) minute duty-free lunch period while pupils are in attendance and will be dismissed as soon as practicable but not more than ten (10) minutes after pupil dismissal.
- S. Traveling teachers will not be required to travel to a building solely for purpose of a duty assignment.

ARTICLE 10
TEACHER REDUCTION IN FORCE

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

ARTICLE 11
LAYOFF PROCEDURES FOR AIDES

- A. In the event that a reduction in force is made necessary, the principle of seniority shall apply, and such reductions shall take place with those aides with the least service in their respective job classification. Two (2) seniority lists shall be developed; one for instructional aides and specialist aides, and one for security aides and non-instructional aides, and any reduction in force shall be made with the principle of seniority within each job classification.
- B. When an aide is placed on layoff, that employee may bump back to a non-instructional aide position if such a slot exists, and if the aide is senior to other non-instructional aides.
- C. The formula for determining such seniority is the number of years times the number of hours of instructional aide work in Penns Grove-Carneys Point versus the number of years times the number of hours of non-instructional aide work in Penns Grove-Carneys Point.
- D. If a job opens in the instructional aide category within the same academic year, then a previously bumped instructional aide has first priority and may elect to return to the instructional aide category. The aide must choose to return or not return when the opportunity is offered.
- E. Any seniority and benefits to which an aide is entitled shall be frozen while an aide is on layoff until they return.
- F. If an aide is on layoff from the District, recall rights based on seniority shall continue for ninety (90) calendar days. Upon notification, the laid-off aide must return within five (5) calendar days of notification.

ARTICLE 12
NON-TEACHING DUTIES

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

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

1. Substitutes shall take the duty schedule of the teacher for whom they are substituting.
 2. All certificated members of bargaining unit except Child Study Team members, Student Assistance Counselors, Nurses and the Association President will be in the pool of people assigned non-teaching duties. Specialists and other unit members assigned to more than one building will be in the duty pool of their home base building only.
 3. No certificated bargaining unit member (except those exempted from duty pool) shall have more unassigned time than any other member for the purpose of non-teaching duties unless such time is necessary for the performance of a schedule B assignment.
 4. All non-teaching duties will be rotated to the extent possible during each time period at mid-year each year, except, homeroom duty in the Middle School and High School shall be an annual assignment. No teacher will be given a second homeroom assignment until all other teachers in the duty pool have been assigned a first. Only Child Study Team members, Student Assistance Counselors, Nurses and Association President are exempt from homerooms. For purposes of assignment for the 2003-2004 school year, those teachers who were assigned a homeroom during the 2002-2003 school year will be considered to have served a 'first' homeroom.
 5. Any teacher who refuses to perform an assigned duty shall be charged with misconduct by the Board of Education.
- B. Teachers performing non-teaching duties outside the parameters of the regular pupil day shall continue to receive equal amounts of compensatory time as currently practiced, equal amounts of released time which may be deducted from the time teachers are required to remain after the end of the pupil day. A uniform record keeping system shall be developed and employed and a log showing compensatory time earned and taken will be presented to the Association at the end of each month. Administrators will not unreasonably withhold approval of compensatory time.
- C. If the Board utilizes aides for lunch, lunch duty, recess coverage and p.m. bus duty coverage in grades Preschool through 6, then when such aides are absent, teachers may be required to substitute on a rotating basis. Such requirements shall reside solely with the administration.

ARTICLE 13
EMPLOYMENT

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

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

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

ARTICLE 14
SALARIES

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

B. PAY PERIODS

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

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

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

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

ARTICLE 15 EMPLOYEE ASSIGNMENT

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

ARTICLE 16 VOLUNTARY TRANSFERS AND REASSIGNMENTS

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

ARTICLE 17
INVOLUNTARY TRANSFER AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment to another school building shall be given to employees and simultaneously to the Association in writing as soon as practical.
- B. An involuntary transfer or reassignment to another school building shall be made only after a face to face meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified in writing of the reason thereof. The Association shall receive a copy of these reasons. In the event that an employee objects to the transfer or reassignment to another school building at this meeting, the employee may, at his/her option, have an Association representative present at such meeting.
- C. A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred.
- D. Such request shall be considered prior to final determination. An employee being involuntarily transferred or reassigned to another school building shall be placed only in a position which does not involve reduction in total compensation.
- E. The Board reserves sole right to determine assignment of unit members.

ARTICLE 18
PROMOTIONS

- A. All newly created positions and vacancies resulting from death, retirement, terminations, re-assignment, or other reason, shall be publicized by the Superintendent in accordance with the following procedure:
 - 1. When school is in session, a notice shall be posted in each school as far in advance as practical, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Employees who apply for such vacancies shall submit their application in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for a period of one year for future vacancies unless the office is notified in writing by an applicant that the application is withdrawn.
 - 2. Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for

which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practical, ordinarily at least fourteen (14) days before the final date when applications must be submitted and in no event less than seven (7) days before such date. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administrative office, in each school, and a copy of said notice shall be given to the Association.

- B. In both situations set forth in Section A. above, all positions so posted will have a job description attached thereto.
- C. All qualified employees shall be given adequate opportunity to make application for promotional positions and no positions shall be finally filled until all properly submitted applications have been considered. The board agrees to give due weight to the background and attainments of all applicants and other relevant factors.

ARTICLE 19

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

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

ARTICLE 20 EVALUATION

- A. All teachers will be observed by building administrators at reasonable intervals as follows:
 - 1. Non-tenured teachers-minimum of four (4) times per year.
 - 2. Teachers under tenure-Minimum of one (1) time per year.

- B. All non-certified staff shall be subject to at least one observation/evaluation annually. If the district fails to evaluate any such employee, the employee shall be deemed to have received a satisfactory evaluation.
- C.
 - 1. Every observation shall be reported in writing to the employee observed.
 - 2. The copy of the observation report submitted to the Superintendent of Schools must be signed by the employee observed to indicate that the employee has been given a copy of the report, understands the report, and is aware that the report has been placed in the employee's record file in the School District Office. Observation reports shall be signed and returned to the observer within five (5) school days of the time the employee has received it.
 - 3. Employees may attach statements to observation reports to indicate extenuating circumstances or difference of opinion, provided such statements are submitted within seven (7) school days.
 - 4. The written observation report shall be handed to the employee by the administrator within five (5) school days after the observation. Upon receipt of a written observation report by a tenured employee, the employee observed may request a conference and discuss the report with the observer. A non-tenured employee shall have a conference as required by New Jersey Administrative Codes. The results of such conferences should be reduced to writing and signed by all parties and placed with the observation report.
- D. A copy of any written comment, memorandum or reprimand to an employee will be signed by the employee and forwarded to the Superintendent of Schools. Conference and comment procedures may be used as stated previously.

ARTICLE 21
TEACHER FACILITIES

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

care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

ARTICLE 22
EMPLOYEE-ADMINISTRATION LIAISON

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

ARTICLE 23
INSTRUCTIONAL COUNCIL

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

ARTICLE 24
SICK LEAVE

- A. All teachers, secretaries, custodians, and aides shall be entitled to twelve (12) sick leave days each school year, as of the first official day of said school year if employed as of first day of the school. Otherwise, sick days shall be pro-rated. Unused sick leave days shall be accumulated from year to year with no maximum limit. Sick leave may be used for a medical or dental appointment. Two (2) of the 12 sick leave days per year may be used for the illness of an immediate family member as defined in Article 25, B. 1.

- B. Extended paid leave of absence may be granted to teachers who have exhausted accumulated sick leave through lengthy illness. A teacher may request that they receive the difference between his or her regular daily salary and the expenses paid by the Board to maintain a substitute. Such request must be in writing and shall be granted by the Board on a case by case basis. The Board shall advise the teacher concerned in writing within fifteen (15) calendar days of its determination which shall be made at the first public Board meeting following the receipt of the request.
- C. Employees shall be given a written accounting of accumulated sick leave days no later than October 30th of each school year.
- D. Employees will sign an absence verification.

ARTICLE 25
TEMPORARY LEAVES OF ABSENCE

- A. All employees covered by this Agreement, except non-instructional aides, shall be entitled to the following leaves of absence with full pay each year.
 - 1. Employees shall be entitled to three (3) days of personal leave each year. No reason is required for the use of personal business days except in the month of June. Written application to the Superintendent for personal leave days shall be made through the building principal or designated supervisor, at least seven (7) days before taking such leave, except in cases of emergencies, only in the month of June. No more than three (3) teachers, one (1) secretary, one (1) aide, and one (1) custodian per building will be granted such leave on a given day unless specifically allowed by the Superintendent. Such leave shall not be granted contiguous to any vacation, recess, or holiday.
 - 2. All personal leave or sick leave days granted herein may be utilized as per above or shall be allowed to accumulate year to year with no limit, only toward a severance bonus formula in the same manner as sick days and may not be used to increase the amount of personal leave entitlement in a subsequent school year.
 - 3. Teacher observation days, no more than one (1) per semester, may be approved by the Superintendent upon receipt of a request stating the time and place of the intended visit, and if the person requesting the observation day gives one (1) week's written notice in advance. Written reports of the visit should then be submitted to the Superintendent.
 - 4. Any employee required to serve jury duty during their normal work shift, work day, or work year, shall suffer no loss of pay for all such time served, provided the employee remits to the Board of Education any compensation other than mileage or meal expense they may receive as a result of such

service. No employee shall receive any additional pay or compensatory time for serving jury duty.

B. Bereavement

1. Any employee is entitled to five (5) consecutive work days contiguous in each case of death in the immediate family. If the death occurs during a vacation period, any of the five (5) consecutive days contiguous to the death which are scheduled work days shall be granted. One (1) or two (2) day holidays shall not be considered vacation period. "Immediate Family" includes: Husband or wife, Mother (also in-law), Father (also in-law), Grandparents, Brother, Sister, Children, and Grandchildren.
 2. An allowance of one (1) day shall be granted in each case for death of other relative, subject to approval of Superintendent. If any employee elects to use a personal day leave for such purpose, the Superintendent's approval shall be automatic. If the Superintendent refuses to approve the requested bereavement day and if the employee has no remaining personal leave days, the requested day shall be granted without compensation.
- C. Time necessary for persons called into temporary active duty shall be governed by statutory requirements.
- D. Time necessary for an employee's appearance in all legal proceedings arising out of and in the course of the employment of the individual by the Board. Excepting however, time in any legal proceeding in which the said individual is a party plaintiff in a suit against the Board or is a defendant in the proceeding brought by the Board against the individual. Further excepted is time spent in any proceeding under the grievance procedure of the within agreement or time spent in arbitration, fact-finding or any proceeding arising out of a said agreement.
- E. Other temporary leaves of absences with pay may be granted by the Board for a good reason. Such determination resides solely with the Board.
- F. Leaves taken pursuant to this Article shall be in addition to any sick leave which the employee is entitled.
- G. Unless specified herein expressly, all leaves are non-accumulative.

ARTICLE 26
EXTENDED LEAVES OF ABSENCE

- A. This Article is subject to the provisions of the Federal and N.J. Family Leave Acts.
- B. An employee who requests child-rearing unpaid leave of absence shall be granted same provided:

1. Written application for such leave must be delivered to the Board at least thirty (30) calendar days prior to the commencement of such leave.
 2. The employee and the Board of Education shall mutually agree to the date for the leave termination.
 3. If the child dies during such leave of absence, the employee may apply for reinstatement (providing at least one (1) month prior notice) and the Board of Education may terminate such leave.
 4. Leaves taken under the Family Leave Act are to be taken concurrently to leaves under this section and not consecutively.
- C. The Board of Education shall allow such employees to self-pay health insurance premiums provided such is allowable by the Board's insurance carrier(s) and the employee is otherwise entitled.
- D. It is further understood that seven (7) seven full months of paid service for the 12-month employees and (6) six full months of paid service for the 10-month employees in the prior academic year is necessary for incremental gain after an unpaid leave of absence.
- E. Any employee adopting an infant child may receive similar leave as in paragraph B. Herein which shall commence upon receiving a defacto custody of said infant or earlier if necessary to fulfill the requirements for the adoption.
- F. Other extended leaves of absence without pay may be granted by the Board for good reason at the Board's discretion.
- G.
 1. Upon return from leave granted pursuant to this Article, an employee shall be placed on the salary schedule at the level appropriate to actual years of creditable experience but shall not be credited for the time spent on such leave.
 2. All benefits to which an employee is entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits towards sabbatical eligibility, shall be restored to him/her upon his/her return.
- H. All extensions or renewals of leaves shall be applied for in writing and if approved shall be granted in writing.
- I. Nothing herein is understood to prevent utilization of sick leave in accordance with statute.

ARTICLE 27
SABBATICAL LEAVES FOR TEACHERS

A. For This Section

1. "Teacher" shall mean any member of the professional staff of the Penns Grove-Carneys Point Regional School District the qualifications for whose office, position, or employees are such as to require him/her to hold an appropriate certificate issued by the State Board of Examiners in full force and effect in the State.
 2. "Sabbatical Leave" shall mean a leave of absence for the purpose of improving the qualifications of a teacher in his/her office, position, or employment for study or for such other purpose as may be authorized by the Board of Education.
 3. "Academic Year" shall mean the period between the time school opens in the school district after the general summer vacation and the next succeeding summer vacation.
 4. "Area" shall mean grade level in elementary schools or subject area department in middle school or high school, or special subject areas serving the school district.
- B. Every teacher who has held any office, position, or employment in the Penns Grove-Carneys Point Regional School District for the last seven (7) consecutive academic years shall be eligible for a sabbatical leave and shall thereafter be eligible for additional sabbatical leaves after each additional seven (7) consecutive years in this district.
- C. A teacher who has taught in the Penns Grove-Carneys Point Regional School District for at least seven (7) years and then interrupts his or her employment for any reason other than employment in another district or private school will be eligible for a sabbatical leave after having taught an additional four (4) consecutive years in the Penns Grove-Carneys Point Regional School District.
- D. A sabbatical leave shall be for the period of one (1) academic year at sixty percent (60%) the salary which the teacher would have received or if qualified replacement can be found, for one-half (1/2) of an academic year at sixty percent (60%) the salary the teacher would have received if he/she were not on such leave, or for such a longer period, or at such higher salary as may be approved by the Board of Education.
- E. All tenure, seniority, salary increment and pension and retirement rights shall be retained by and accrued to the teacher on sabbatical leave in the same manner as if he/she were not on such leave. The Board of Education shall retain from the salary of the teacher on sabbatical leave and pay on his/her behalf such amounts as are required for pensions and such other purposes as may be required by law.

- F. Any eligible teacher desiring a sabbatical leave shall make application to the Superintendent of Schools specifying the period and purpose of the leave desired and such other information as may be required by the Board of Education. In some cases this may require an interview. All applications must be in the Superintendent's possession on or before January 1st of the academic year preceding the proposed sabbatical. The Board of Education will notify the applicant of acceptance or non-acceptance by the first Tuesday after the second Monday in March.
- G. A maximum of two (2) eligible teachers shall be granted sabbatical leave in any one (1) school year. No more than one (1) teacher from any one (1) area in any one (1) school shall be granted a sabbatical leave in the same year. The following conditions shall be required of any eligible teacher.
1. Matriculation in a graduate program within the teacher's certification or assignment, but if the application is for other than these, then it must be in an allied field and of substantive benefit to the school district. Challenge to such decision of the Board shall be processed immediately to arbitration without recourse to the prior steps of the grievance procedure except for the process of selecting an arbitrator.
 2. No tuition reimbursement shall apply, but insurance provided under Article 31 shall be continued.
 3. If more than two (2) eligible teachers apply, then determination of the two (2) teachers shall reside solely with the Board.
 4. If application for sabbatical is made by a teacher for any purpose not in conformity with the standards in this Article, then such determination shall reside solely with the Board.
- H. Upon termination of a sabbatical leave, the teacher shall be entitled to return to the same or similar office, position of employment held by him/her at the commencement thereof, at the same salary to which he would have been entitled had he not been on such sabbatical leave. The Board shall reserve the right to grant the teacher a higher office or position of employment upon his/her return if mutually agreed upon.
- I. The teacher shall submit a detailed written report within a month after return to school if the sabbatical is for travel. A transcript of credits is acceptable in lieu of a written report if the sabbatical is for graduate study.
- J. Any teacher who does not return to his office, position, or employment upon the termination of a sabbatical leave and continue therein for a period of at least one (1) year thereafter, shall refund all compensation paid him/her by the Board during the sabbatical leave period.

- K. Whenever a teacher is granted a sabbatical leave he/she shall, within two (2) weeks, sign a document to the terms of such leave. If the teacher desires to terminate the leave before the date set in this Agreement, he/she may petition the Board for early reinstatement, such early reinstatement being at the option of the Board.

ARTICLE 28
EMPLOYEE INCENTIVE PROGRAM

- A. All employees covered by this Agreement may apply for reimbursement for the tuition costs of courses which have application to their area of employment or are related to the individual's increased competence as an employee.
- B. To be eligible for tuition reimbursement, all of the following criteria must be met.
1. The applicant must have approval of the Superintendent or his designee prior to taking the course. For teachers, the Superintendent's approval is required in writing before registering for courses or degree programs.
 2. The applicant must receive a mark equivalent to "A", "B" or "Pass" in a Pass/Fail course.
 3. No employee will be reimbursed for more than twelve (12) semester hours credit completed during any one fiscal year.
 4. Reimbursement for teachers shall be at the in-state tuition rate per semester hours (or the out-of-state rate for employees living outside New Jersey but taking a course in New Jersey) prevailing at Rowan University or the actual tuition cost of the course, whichever is less. Reimbursement for support staff shall be at the Salem County Community College Rate.
 5. For teachers:
 - a. The teacher must be fully certified in his/her area of teaching assignment.
 - b. Courses must be in the teacher's area of certification and/or teaching assignment.
 - c. Courses must be graduate level. Graduate courses and credits refer only to those courses and credits from a college or university accredited by the state of New Jersey and will not apply automatically to any correspondence, mail order or distance learning courses except those offered by New Jersey State operated colleges and universities. All others must be approved by the Superintendent prior to seeking tuition reimbursement.

6. Timeline for applying for and approval of courses
 - a. Summer session(s): Application for approval shall be made by the employee no earlier than April 1 and no later than May 1. The Superintendent's decision will be made no later than May 15.
 - b. Fall session: For courses held during August, September, October, November and/or December, application for approval shall be made by the employee no earlier than June 16 and no later than July 15. The Superintendent's decision will be made no later than August 1.
 - c. Spring session: For courses held during January, February, March, April, application for approval shall be made by the employee no earlier than November 1 and no later than November 30. The Superintendent's decision will be made no later than December 15.
 - d. Late Spring Session: For courses held in May or June, application for approval shall be made by the employee no earlier than February 14 and no later than March 15. The Superintendent's decision will be made no later than March 30.
 7. There shall be a unit-wide cap for tuition reimbursement for each year of the Agreement. The cap for 2006-2007 shall be \$68,500. The cap for 2007-2008 shall be \$71,500. The cap for 2008-2009 shall be \$74,000. Teachers who do not possess a standard certificate and who are required to take courses for the purpose of attaining their provisional or standard certificate shall not be subject to the unit-wide cap.
 8. Reimbursement to a full-time support employee shall be limited to \$1,000 each year. A year is defined as courses completed between July 1 and the following June 30. This limit shall be prorated accordingly for part-time support employees.
- C. Employees shall receive reimbursement within forty-five (45) days of verification by transcript or other evidence of successful course completion and proof of tuition payment. In order to receive reimbursement for courses taken during the summer, the employee must actually report for work in September, except that involuntary termination of employment, layoff or serious illness shall not serve as a bar to such reimbursement.
 - D. Nothing herein shall prohibit the Board from entering into an arrangement wherein it provides moneys and time over and above that described above or in other portions of this Agreement which will result in the employee gaining a specialized certification. Any employee who does not return to his/her office position or employment upon gaining the certification and continue therein for a period of at least one (1) year thereafter, shall refund such moneys expended by the Board, as it shall determine appropriate.

- E. Unless excused by the Superintendent, Instructional and Specialist aides shall be required to take forty – eight (48) college credits and will be reimbursed at the Salem County Community College rate. Alternate program for Instructional and Specialist aides in lieu of college credits is available at the Community College and will be reimbursed by the district.
1. Those aides who hold a County substitute certificate, Associates Degree or a Bachelors' Degree are automatically exempt.
 2. Instructional and Specialist aides must acquire six (6) qualifying credit hours by September 1 of each school year towards their forty-eight (48) credits. Failure to do so will restrict an aide from progressing to the next step on the salary guide. The foregoing requirement shall be waived if the aide successfully meets any State-approved standard, e.g. paraprofessional exam or a portfolio approach.

ARTICLE 29
PROTECTION OF EMPLOYEES, STUDENTS, AND PROPERTY

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

ARTICLE 30
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors, and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each teacher at the start of each year.

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

- A.
1. For full-time employees on the payroll prior to August 3, 1991, the Board shall provide health insurance coverage for teachers, secretaries, custodians and aides, and for their dependents, where applicable, at no cost to the employee. Health insurance coverage shall be for the full twelve (12) month period each year.
 2. Full-time employees hired effective August 3, 1991, or later, shall be eligible for employee-only coverage at no cost to the employee. They shall be eligible for dependent coverage, with the cost of dependent coverage to be paid seventy (70%) percent by the Board and thirty (30%) percent by the employee.
 3. The spouse of a district employee who is otherwise eligible for any medical and/or prescription insurance coverage under this Article shall not be provided said coverage as long as his/her spouse is covered under a family plan provided by the district. During the year prior to retirement, the spouse may enroll in single coverage if necessary to meet eligibility for the State retirement health plan.
 4. Employees must notify the District Office of any change in dependent status within thirty (30) days of the change occurring or they must reimburse the district the difference in rates for all time they should have been in a lower cost category.

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

- a. Employees whose Board-paid coverage ceases shall be entitled to all COBRA benefits.
- b. Employees who are covered by P.L. 1987, Chapter 386 and are enrolled in the District plan at the time of retirement under the terms of that statute shall continue to be enrolled under the terms of that statute. The first employee payment at 100 percent of the premium for coverage for the employee or employee and spouse will be due thirty days after the effective retirement date. At that time, the retired employee shall receive credit for any dependent co-payments the employee has made in excess of those required for the coverage

period prior to the effective date of retirement. This is not a COBRA benefit.

5. If the Board desires to change its insurance provider, the Association agrees that it will accept the benefit levels of the State Health Benefits Program in effect at the time of change as meeting the test of equivalent benefit levels. If the Board wishes to switch to a provider other than the State Health Benefits Program, benefit levels must be equal to or greater than those enjoyed at the time of change.
- B. The Board shall provide a prescription insurance plan for teachers, secretaries and custodians and their dependents, where applicable, with the following maximum co-payment amounts:

<u>Brand Name</u>	<u>Preferred Brand</u>	<u>Generic</u>	<u>Mail Order G or B</u>
\$20	\$10	\$2	\$0

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

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

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

ARTICLE 32
PERSONAL AND ACADEMIC FREEDOM

- A. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Penns Grove-Carneys Point Regional School District, and they acknowledge the fundamental need to protect teachers from any

ensorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

ARTICLE 33
DEDUCTION FROM SALARY

A. Dues

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

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

C. Representation Fees of Non-Members

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

liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance upon any lists, notice or assignment furnished under this Article.

ARTICLE 34
SEVERANCE BONUS FOR EMPLOYEES

- A. The Board shall grant each employee a severance bonus which shall be paid in full within sixty (60) days following actual retirement unless a full years notice has not been given. The severance bonus shall be computed as follows:
1. Employees who retire shall receive one (1) day of pay for each four (4) credited and/or unused sick days and personal days.
 2. The Bonus shall be computed by multiplying the appropriate fraction times the number of days accumulated and unused by the employee as of the date of retirement times the daily salary of the employee at the time of retirement. Daily salary shall be one over the number of work days for each particular unit member multiplied times the individual yearly salary of employee at the time of retirement.

260 FOR 12 MONTH CUSTODIANS
240 FOR 12 MONTH SECRETARIES
200 FOR 10 MONTH SECRETARIES
200 FOR 10 MONTH AIDES AND TEACHERS
- B. To be eligible to receive said severance bonus, the following conditions must be met:
1. The employee must have accumulated a minimum of one hundred (100) days.
 2. The employee must have notified the Board in writing of his or her intent to retire at least one (1) year prior to retirement.
 3. If an employee retires with less than one (1) years prior notice, severance bonus payment may be delayed for up to one (1) full year from the time of actual retirement.
- C. The maximum total amount any one employee can receive shall be \$16,000.
- D. This provision modifies C. above. All current employees shall be “grandfathered” as of September 1994. Severance bonus entitlement shall be individually calculated based on their 1994-1995 salary and accumulated days. No employee shall receive less upon actual retirement than they are entitled to when the calculation is made as long as the employee has maintained the total number of compensable days as calculated under A. 1. above as of the date of separation from the District.

- .E. Upon the death of any employee entitled to a severance bonus, the entitlement shall be paid to the estate of the deceased employee within sixty (60) days of the death.

ARTICLE 35
EMPLOYEE SAFETY

- A. The Board of Education will make every effort to ensure safe working conditions. In the event of disorder or disruption in the regular school program, the Association shall have the right to meet with the Board on matters of employee safety. An employee shall immediately report any case of assault or battery upon his/her person arising out of or in connection with employment duties. Such matters shall be reported immediately to the principal or immediate supervisor. The employee shall receive immediate assistance from security and the administration and shall not be required to return to duty until the employee is safely able to resume his or her assignment.
- B. There shall be a pool of \$2,000 to reimburse unit members for the replacement or repair of clothing or personal effects which are damaged or destroyed in the performance of the unit member's duties during their regular work day. There shall be a maximum \$100 per incident paid. All payments shall be made by July 30th following the work year for which the claims have been made. All unit members making such a claim shall complete and turn in a written damage report within seven (7) days of the incident. The report shall detail the date and time of the incident, the nature of the incident, including the names of any other staff or students involved, the item or items damaged and proof of the repair or replacement cost. If proof of cost requires more than seven (7) days to provide, the claimant is required to provide such proof as soon as possible. In the event that claims exceed the \$2,000 pool, all claims will be prorated. E.g., there are \$2,500 in claims in 30 incidents. \$2,000 is 80% of \$2,500. Each claim is paid at 80% of its original value.

Articles 36 through 55 apply to cafeteria employees only. In addition, the following contract provisions apply to cafeteria employees: Preamble, Articles 1 through 6, Article 33, Article 35, Article 56 and 57, and the cafeteria hourly rates and insurance provisions contained in the Appendix.

ARTICLE 36
HOURS OF WORK AND HOLIDAYS

- A. The regular work week for cafeteria employees shall be Monday through Friday. Hours of work shall be determined by the needs of the lunch program of the District. Beginning September 1, 1993, a full day shall be 7 1/2 hours, anything less shall be considered part time. Overtime shall be paid at the rate of 1 1/2 pay for all hours worked in excess of 7 1/2 hours per day or 37 1/2 hours per week. Hours worked on Saturday will be paid at 1 1/2 pay, and Sundays will be at double time rate.
- B. Thanksgiving and Christmas days shall be paid holidays. Holiday pay shall be computed by multiplying the employees straight time hourly rate by the number of hours that they are normally scheduled.
- C. To be eligible for holiday pay, an employee must be a member of the regular work force and have worked the last scheduled day before the holiday and the first scheduled day after the holiday. If an employee is sick or absent in a verifiable emergency and provides acceptable documentation they will be paid their Holiday Pay.
- D. Work Year and Training-Preparation Day
 - 1. The work year for cafeteria employees will be a maximum of one hundred eighty-two (182) days. One of these days will be the weekday (but not Labor Day) prior to the commencement of the student school year.
 - 2. In addition to a. above, unit members may be required to attend one (1) training/preparation meeting during the last two (2) weeks of August each year. The date for said meeting will be provided to unit members on or before June 1 each year. Unit members shall be paid their regular hourly rate for said attendance.

ARTICLE 37
TRANSFERS

- A. The Board retains the right to hire, promote, transfer and/or layoff on the basis of the needs of the school district. The Board agrees to make promotions, transfers and layoffs on the basis of fitness, ability and seniority. Where qualifications are equal, seniority shall prevail. The Board reserves the right to determine the qualifications of its employees.

- B. In the case of temporary transfers from one job to another, employees transferred to a higher position shall receive the wages regularly paid by the Board for such work if for a full day. Employees permanently transferred to a lower position shall receive wages regularly paid by the Board for such work after five (5) consecutive days.
- C. Employees may also be transferred for the purpose of training. This will be done on the basis of seniority. However, no employee may be transferred for training purposes until they have had a least six (6) weeks of continued employment at the position for which they were hired. If the Food Service Director cannot transfer any employee due to an employees fitness, the Food Service Director shall notify the shop steward as soon as possible.

ARTICLE 38
SENIORITY

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

ARTICLE 39
DIVISION OF WORK

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

ARTICLE 40
PHYSICAL QUALIFICATIONS

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

ARTICLE 41
LUNCH AND REST PERIODS

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

ARTICLE 42
WASH ROOMS AND LUNCH AREAS

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

ARTICLE 43
ASSOCIATION INSPECTION

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

ARTICLE 44
POSTING NOTICES

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

ARTICLE 45
DISMISSALS AND LAYOFFS

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

ARTICLE 46
SALARIES

- A. The wages of all employees covered by this Agreement are set forth in Schedules A and B which are attached hereto and made a part thereof.
- B. Checks for said wages will be delivered in sealed envelopes.
- C. In the case of temporary transfers lasting at least one (1) day, from one job category to a job category requiring a higher rate of pay, the employee transferred to the higher paying position shall receive the wages regularly paid for the higher job category for all time utilized.

- D. A food service employee will be eligible for a yearly cash stipend if he/she is certified by the American School Food Service Association and is a member of NJSFSA.
1. The stipend will be submitted for payment to the employee on the May 30th payroll of each school year, if proof of A.S.F.S.A. Certification, Membership and required continuing education hours (5 per year) are verified by the Food Service Director.
 2. The stipend will be \$150.00 for each year.
 3. The cost of membership and attaining the C. E. hours per year is to be the responsibility of the Certified Employee.
 4. Cost for attaining five education hours per year is variable. These hours can be acquired by attaining area meetings (free), Attending the NJSFSA Annual Conferences (cost varies. Completing the "Journal Articles (\$5.00 each) and/or participating in other NJSFSA sponsored activities.

ARTICLE 47 UNIFORMS

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

ARTICLE 48 INSURANCE PROTECTION

- A. During the life of this Agreement, the Board shall provide health insurance coverage for current eligible cafeteria employees (shown in Appendix A) and their dependents when applicable subject to the restrictions listed herein:
1. Medical and prescription insurance shall be the same plans provided for district employees in other bargaining units.

2. Current employees who regularly work twenty (20) hours or more per week shall be entitled to coverage only if they do not have such coverage available to them elsewhere. (Appendix A attached hereto specifies specific employees and their indicated coverages.) If a current employee not working twenty (20) hours per week is scheduled for twenty (20) hours or more per week on a regular basis they shall have full eligibility rights. If a currently eligible employee loses coverage they have elsewhere through no fault of their own, they shall be entitled to replace that coverage in the same manner as other current employees.
 3. Employees hired after September 1, 1993, shall be entitled to health insurance coverage only if they are full time employees working at least 7 1/2 hours per day. Their entitlement shall be for single coverage only, however, they may choose to cover eligible dependents, provided they reimburse the board for the cost differential between single coverage and whatever dependent coverage they select.
 4. The spouse of a district employee who is otherwise eligible for any medical and/or prescription insurance coverage under this Article shall not be provided said coverage as long as his/her spouse is covered under a family plan provided by the district. During the year prior to retirement, the spouse may enroll in single coverage if necessary to meet eligibility for the State retirement health plan.
 5. Employees must notify the District Office of any change in dependent status within thirty (30) days of the change occurring or they must reimburse the district the difference in rates for all time they should have been in a lower cost category.
 6. If the Board desires to change its' insurance provider, the Association agrees that it will accept the benefit levels of the State Health Benefits Program in effect at the time of change as meeting the test of equivalent benefit levels. If the Board wishes to switch to a provider other than the State Health Benefits Program, benefit levels must be equal to or greater than those enjoyed at the time of change.
- B. The Board will allow employee participation in a qualified IRS Code Section 125 Plan, effective July 1 for the 1996-1997 school year and each year thereafter. The Board will not administer the Plan nor will it have any liability nor responsibility regarding the agent or agents administering the Plan. New employees hired in the school year 2002-2003 and thereafter shall not be entitled to AFLAC benefits, unless they work twenty-five (25) hours or more.
1. The Board will no longer provide Blue Bank or Dental Insurance. All cafeteria employees shown on Appendix A will receive an additional \$811.00 deposited into an established IRS Section 125 account each year.

ARTICLE 49
CALL BACK TIME

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

ARTICLE 50
DISCRIMINATION

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

ARTICLE 51
SICK LEAVE AND OTHER TEMPORARY LEAVE

- A. All employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
1. A doctor's certificate is required after three (3) days of illness.
 2. In the event that an employee is ill on a day which is recognized as a holiday, then the employee shall be entitled to holiday pay, provided that the employee provides a doctor's certificate verifying such illness.
 3. The Board of Education agrees to comply with the new Family Leave requirements as provided for in statutes.
- B. All employees shall be given a written accounting of accumulated sick leave days no later than October 30th of each school year.
- C. Personal Leave
1. Three (3) days personal leave of absence for a compelling reason which requires absence shall be granted provided such obligation cannot be cared for outside of work hours. Written application to the Superintendent for personal leave days shall be made through the designated supervisor, at least seven (7) days before taking such leave, except in cases of emergencies. No more than two (2) employees will be granted such leave on a given day unless specifically allowed by the Superintendent. Such leave shall not be granted contiguous to any vacation, recess, or holiday.
 2. All personal leave days granted herein may be utilized as per above or shall be allowed to accumulate year to year with no limit, only toward a severance

bonus formula in the same manner as sick days and may not be used to increase the amount of personal leave or sick leave in subsequent school year.

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

ARTICLE 52
EMPLOYEE TUITION PROGRAM

- A. All employees covered by this Agreement may apply for reimbursement for the cost of courses which have application to their areas of employment or are related to the individuals increased competence as an employee.
- B. To be eligible for reimbursement, all of the following criteria must be met.
 - 1. The applicant must have approval of the Superintendent or his designee prior to taking the course.
 - 2. The applicant must receive a mark equivalent to "A" or "B" or "Pass" in a Pass/Fail course.
 - 3. No employee will be reimbursed for more than twelve (12) semester hours credit completed during any one fiscal year.
 - 4. Reimbursement shall be at the tuition rate per semester hour prevailing at Rowan College of NJ or the actual cost of the course, whichever is less.
- C. Employees shall receive reimbursement within forty-five (45) days of verification by transcript or other evidence of successful course completion.

ARTICLE 53
INSERVICE PROGRAM

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

ARTICLE 54
END OF YEAR RESPONSIBILITIES

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

ARTICLE 55
SEVERANCE BONUS

- A. The Board shall provide each cafeteria employee with a severance bonus which shall be paid in full within ten (10) days following the actual retirement of the cafeteria employee. The amount of the severance bonus shall be computed in the following fashion:

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

ARTICLE 56
MISCELLANEOUS PROVISIONS

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

ARTICLE 57
DURATION OF AGREEMENT

- A. This Agreement shall be effective commencing July 1, 2006 and shall remain in effect until June 30, 2009.
- B. This Agreement shall terminate as indicated above, unless extended in writing by agreement between the parties.
- C. Should the State of New Jersey enact a revised minimum salary law during the life of this Agreement, the Board and Association agree that the existing salary guides shall be restructured by the parties in order to reflect the application of any additional money actually received by the district as a result of the change in statute. It is understood by the parties that such revision of the guides shall not be construed as requiring additional negotiations and further that any said guide revision shall not reflect a new cost greater than the amount of money actually received by the district as a result of any such new legislation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

FOR THE
PENNS GROVE-CARNEYS POINT
REGIONAL BOARD OF EDUCATION

FOR THE
PENNS GROVE-CARNEYS POINT
REGIONAL SCHOOL EMPLOYEES
ASSOCIATION

PRESIDENT _____

PRESIDENT _____
JOANNE MARSHALL, PRESIDENT

SECRETARY _____
BRIAN FERGUSON

DATE _____

DATE _____

**SCHEDULE A-1
TEACHERS' SALARY GUIDE
2006-2007**

STEP 05-06	STEP 06-07	BA	BA+30	MA	MA+30	D
***	1	44975	46675	47525	49225	50075
1	2	45775	47475	48325	50025	50875
2	3	46075	47775	48625	50325	51175
3	4	46375	48075	48925	50625	51475
4	5	46675	48375	49225	50925	51775
5	6	46975	48675	49525	51225	52075
6	7	47275	48975	49825	51525	52375
7	8	47625	49325	50175	51875	52725
8	9	48675	50375	51225	52925	53775
9	10	49725	51425	52275	53975	54825
10	11	50775	52475	53325	55025	55875
11	12	51875	53575	54425	56125	56975
12	13	52975	54675	55525	57225	58075
13	14	54075	55775	56625	58325	59175
14	15	55975	57675	58525	60225	61075
15	16	57875	59575	60425	62125	62975
16	17	59275	60975	61825	63525	64375
17	18	61475	62875	63575	64975	65675
18	19	64175	65575	66275	67675	68375
19	20	66875	68275	68975	70375	71075
20	OFF1	69215	70375	71397	73125	74375
OFF1	OFF2	71023	71375	73268	74765	75375
OFF2	OFF3	72875	73875	75193	76325	77125
OFF3	OFF4	74645	74875	76933	78125	78125
OFF4	OFF5	74645	75375	76933	78225	78325
OFF5	OFF6	74645	75375	76933	78425	78325
OFF6	OFF7	74645	75375	76933	78458	79325
OFF7	OFF8	74645	75375	76933	78458	79325
OFF8	OFF9	75843	76375	78131	78858	79875
OFF9	OFF10	75843	76375	78131	78858	80419
OFF10	OFF11	75843	76875	78131	78858	80419
OFF11	OFF12	75843	77105	78131	79375	80419
OFF12	OFF13	75843	77375	78131	79375	80419
OFF13	OFF14	77042	78567	78131	79375	81019
OFF14	OFF15	77042	78567	79330	79375	81019
OFF15	OFF16	77042	78567	79330	79875	81019
OFF16	OFF17	77042	78567	79330	79875	81019
OFF17	OFF17	77042	78567	79330	79875	81019

**SCHEDULE A-2
TEACHERS' SALARY GUIDE
2007-2008**

STEP 06-07	STEP 07-08	BA	BA+30	MA	MA+30	D
***	1	46220	47920	48770	50470	51320
1	2	47020	48720	49570	51270	52120
2	3	47820	49520	50370	52070	52920
3	4	48120	49820	50670	52370	53220
4	5	48420	50120	50970	52670	53520
5	6	48720	50420	51270	52970	53820
6	7	49020	50720	51570	53270	54120
7	8	49370	51070	51920	53620	54470
8	9	50420	52120	52970	54670	55520
9	10	51470	53170	54020	55720	56570
10	11	52520	54220	55070	56770	57620
11	12	53620	55320	56170	57870	58720
12	13	54720	56420	57270	58970	59820
13	14	55820	57520	58370	60070	60920
14	15	57720	59420	60270	61970	62820
15	16	59620	61320	62170	63870	64720
16	17	61020	62720	63570	65270	66120
17	18	63220	64620	65320	66720	67420
18	19	65920	67320	68020	69420	70120
19	20	68620	70020	70720	72120	72820
20	OFF1	70960	72120	73142	74870	76120
OFF1	OFF2	72768	73120	75013	76510	77120
OFF2	OFF3	74620	75620	76938	78070	78870
OFF3	OFF4	76390	76620	78678	79870	79870
OFF4	OFF5	76390	77120	78678	79970	80070
OFF5	OFF6	76390	77120	78678	80170	80070
OFF6	OFF7	76390	77120	78678	80203	81070
OFF7	OFF8	76390	77120	78678	80203	81070
OFF8	OFF9	77588	78120	79876	80603	81620
OFF9	OFF10	77588	78120	79876	80603	82164
OFF10	OFF11	77588	78620	79876	80603	82164
OFF11	OFF12	77588	78850	79876	81120	82164
OFF12	OFF13	77588	79120	79876	81120	82164
OFF13	OFF14	78787	80312	79876	81120	82764
OFF14	OFF15	78787	80312	81075	81120	82764
OFF15	OFF16	78787	80312	81075	81620	82764
OFF16	OFF17	78787	80312	81075	81620	82764
OFF17	OFF17	78787	80312	81075	81620	82764

**SCHEDULE A-3
TEACHERS' SALARY GUIDE
2008-2009**

STEP 07-08	STEP 08-09	BA	BA+30	MA	MA+30	D
***	1	47000	48700	49550	51250	52100
1	2	48000	49700	50550	52250	53100
2	3	49000	50700	51550	53250	54100
3	4	50000	51700	52550	54250	55100
4	5	50300	52000	52850	54550	55400
5	6	50600	52300	53150	54850	55700
6	7	50900	52600	53450	55150	56000
7	8	51250	52950	53800	55500	56350
8	9	52300	54000	54850	56550	57400
9	10	53350	55050	55900	57600	58450
10	11	54400	56100	56950	58650	59500
11	12	55500	57200	58050	59750	60600
12	13	56600	58300	59150	60850	61700
13	14	57700	59400	60250	61950	62800
14	15	59600	61300	62150	63850	64700
15	16	61500	63200	64050	65750	66600
16	17	62900	64600	65450	67150	68000
17	18	65100	66500	67200	68600	69300
18	19	67800	69200	69900	71300	72000
19	20	70500	71900	72600	74000	74700
20	OFF1	72840	74000	75022	76750	78000
OFF1	OFF2	74648	75000	76893	78390	79000
OFF2	OFF3	76500	77500	78818	79950	80750
OFF3	OFF4	78270	78500	80558	81750	82450
OFF4	OFF5	78270	79000	80558	81850	82550
OFF5	OFF6	78270	79000	80558	82050	82750
OFF6	OFF7	78270	79000	80558	82083	82783
OFF7	OFF8	78270	79000	80558	82083	82783
OFF8	OFF9	79468	80000	81756	82483	83183
OFF9	OFF10	79468	80000	81756	82483	83183
OFF10	OFF11	79468	80500	81756	82483	83183
OFF11	OFF12	79468	80730	81756	83000	83700
OFF12	OFF13	79468	81000	81756	83000	83700
OFF13	OFF14	80667	82192	81756	83000	83700
OFF14	OFF15	80667	82192	82955	83000	83700
OFF15	OFF16	80667	82192	82955	83500	84200
OFF16	OFF17	80667	82192	82955	83500	84200
OFF17	OFF17	80667	82192	82955	83500	84200

SCHEDULE B
2006-2007, 2007-2008 and 2008-2009

HIGH SCHOOL

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

SCHEDULE B, continued
2006-2007, 2007-2008 and 2008-2009

MIDDLE SCHOOL

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

ELEMENTARY

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

GENERAL

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

SCHEDULE C
2006-2007, 2007-2008 and 2008-2009

COACHING POSITION

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

**SCHEDULE D-1
CUSTODIAL- MAINTENANCE PERSONNEL SALARY GUIDE
2006-2007**

STEP 05-06	STEP 06-07	REG	ELGRHD	HSGRMA	ACT	CT
***	1	33023	35523	39963	39963	44523
1	2	33423	35873	40313	40908	45923
2	3	33773	36223	40663	41853	47223
3	4	34123	36573	41013	42798	48623
4	5	34473	36923	41363	43743	50023
5	6	34823	37273	41713	44688	51423
6	7	35173	37623	42063	45633	52823
7	8	35523	37973	42413	46578	54023
8	9	35873	38323	42763	47523	55223
9	10	36223	38673	43113	48468	56423
10	11	36573	38823	43463	49418	57623
11	12	37723	40173	44613	49600	57800
12	13	38873	41323	45763	49800	58000
13	14	40023	42473	46913	50000	58200
14	15	41173	43623	48063	50100	58400
15	16	42323	44723	49213	50200	58583
16-17	17	44623	47023	50363	50363	58600

**SCHEDULE D-2
CUSTODIAL- MAINTENANCE PERSONNEL SALARY GUIDE
2007-2008**

STEP 06-07	STEP 07-08	REG	ELGRHD	HSGRMA	ACT	CT
***	1	34238	36738	41178	41178	45738
1	2	34638	37088	41528	42123	47138
2	3	34988	37438	41878	43068	48438
3	4	35338	37788	42228	44013	49838
4	5	35688	38138	42578	44958	51238
5	6	36038	38488	42928	45903	52638
6	7	36388	38838	43278	46848	54038
7	8	36738	39188	43628	47793	55238
8	9	37088	39538	43978	48738	56438
9	10	37438	39888	44328	49683	57638
10	11	37788	40038	44678	50633	58838
11	12	38938	41388	45828	50791	59038
12	13	40088	42538	46978	50948	59238
13	14	41238	43688	48128	51106	59438
14	15	42388	44838	49278	51263	59638
15	16	43538	45938	50428	51421	59838
16-17	17	45838	48238	51578	51578	60038

**SCHEDULE D-3
CUSTODIAL- MAINTENANCE PERSONNEL SALARY GUIDE
2008-2009**

STEP 07-08	STEP 08-09	REG	ELGRHD	HSGRMA	ACT	CT
***	1	35488	37988	42428	42428	46988
1	2	35888	38338	42778	43373	48388
2	3	36238	38688	43128	44318	49688
3	4	36588	39038	43478	45263	51088
4	5	36938	39388	43828	46208	52488
5	6	37288	39738	44178	47153	53888
6	7	37638	40088	44528	48098	55288
7	8	37988	40438	44878	49043	56488
8	9	38338	40788	45228	49988	57688
9	10	38688	41138	45578	50933	58888
10	11	39038	41288	45928	51883	60088
11	12	40188	42638	47078	52041	60288
12	13	41338	43788	48228	52198	60488
13	14	42488	44938	49378	52356	60688
14	15	43638	46088	50528	52513	60888
15	16	44788	47188	51678	52671	61088
16-17	17	47088	49488	52828	52828	61288

**SCHEDULE E-1
SECRETARIES' SALARY GUIDE
2006-2007**

STEP	STEP	12 MONTH	10 MONTH
05-06	06-07		
***	1	32475	28275
1	2	32875	28615
2	3	33355	28955
3	4	33675	29295
4	5	34075	29635
5	6	34475	29975
6	7	34875	30315
7	8	35275	30655
8	9	35675	30995
9	10	36075	31335
10	11	37275	32355
11	12	38475	33375
12	13	39675	34395
13	14	40875	35385
14	15	42075	36435
15	16	43275	37455
16-17	17	44475	38475

**SCHEDULE E-2
SECRETARIES' SALARY GUIDE
2007-2008**

STEP	STEP	12 MONTH	10 MONTH
06-07	07-08		
***	1	33765	29565
1	2	34165	29905
2	3	34645	30245
3	4	34965	30585
4	5	35365	30925
5	6	35765	31265
6	7	36165	31605
7	8	36565	31945
8	9	36965	32285
9	10	37365	32625
10	11	38565	33645
11	12	39765	34665
12	13	40965	35685
13	14	42165	36675
14	15	43365	37725
15	16	44565	38745
16-17	17	45765	39765

**SCHEDULE E-3
SECRETARIES' SALARY GUIDE
2008-2009**

STEP	STEP	12 MO	10 MO
07-08	08-09		
***	1	35120	30920
1	2	35520	31260
2	3	36000	31600
3	4	36320	31940
4	5	36720	32280
5	6	37120	32620
6	7	37520	32960
7	8	37920	33300
8	9	38320	33640
9	10	38720	33980
10	11	39920	35000
11	12	41120	36020
12	13	42320	37040
13	14	43520	38030
14	15	44720	39080
15	16	45920	40100
16-17	17	47120	41120

**SCHEDULE F-1
INSTRUCTIONAL AIDES' SALARY GUIDE
2006-2007**

STEP	STEP	IA	SPA	SEA
05-06	06-07			
***	1	14585	16077	18399
1	2	14735	16227	18549
2	3	14885	16377	18699
3	4	15035	16527	18849
4	5	15285	16675	18999
5	6	15535	16927	19249
6	7	15785	17177	19499
7	8	16035	17727	19749
8	9	16935	18327	20649
9-10	10	17835	19227	21549

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

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

**SCHEDULE F-2
INSTRUCTIONAL AIDES' SALARY GUIDE
2007-2008**

STEP	STEP	IA	SPA	SEA
06-07	07-08			
***	1	15254	16746	19068
1	2	15404	16896	19218
2	3	15554	17046	19368
3	4	15704	17196	19518
4	5	15954	17344	19668
5	6	16204	17596	19918
6	7	16454	17846	20168
7	8	16704	18396	20418
8	9	17604	18996	21318
9-10	10	18504	19896	22218

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

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

**SCHEDULE F-3
INSTRUCTIONAL AIDES' SALARY GUIDE
2008-2009**

STEP	STEP	IA	SPA	SEA
07-08	08-09			
***	1	15903	17395	19717
1	2	16053	17545	19867
2	3	16203	17695	20017
3	4	16353	17845	20167
4	5	16603	17993	20317
5	6	16853	18245	20567
6	7	17103	18495	20817
7	8	17353	19045	21067
8	9	18253	19645	21967
9-10	10	19153	20545	22867

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

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

**SCHEDULE G
NON-INSTRUCTIONAL AIDES' SALARY GUIDE
2006-2007, 2007-2008 and 2008-2009**

STEP 05-06	STEP 06-07	RATE 06-07	STEP 07-08	RATE 07-08	STEP 08-09	RATE 08-09
					1	10.16
			1	9.75	2	10.31
***	1	9.36	2	9.90	3	10.46
1	2	9.51	3	10.05	4	10.61
2	3	9.66	4	10.20	5	10.70
3	4	9.81	5	10.29	6	11.11
4	5	9.90	6	10.70	7	11.36
5	6	10.31	7	10.95	8	11.61
6	7	10.56	8	11.20	9	12.16
7	8	10.81	9	11.75	10	12.81
8	9	11.36	10	12.40	↗	
9-10	10	12.01	↗			

**SCHEDULE H-1
CAFETERIA HOURLY RATES FOR ALL EMPLOYEES
HIRED ON OR BEFORE SEPTEMBER 1, 1991
2006-2007, 2007-2008 and 2008-2009**

TITLE	2006-2007 RATE	2007-2008 RATE	2008-2009 RATE
Cafeteria General Worker	13.41	13.88	14.37
Assistant Cooks, Head Prep Employee	13.52	13.99	14.48
Head Cook, Manager	14.03	14.50	14.99
Head Manager	14.35	14.82	15.31

**SCHEDULE H-2
CAFETERIA HOURLY RATES FOR ALL EMPLOYEES
HIRED AFTER SEPTEMBER 1, 1991
2006-2007, 2007-2008 and 2008-2009**

TITLE	2006-2007 RATE	2007-2008 RATE	2008-2009 RATE
Cafeteria General Worker	9.57	10.04	10.53
Assistant Cooks, Head Prep Employee	9.78	10.25	10.74
Van Driver	9.98	10.45	10.94
Head Cook (HS), Head Cook Manager	10.19	10.66	11.15
Head Manager	10.39	10.86	11.35

**SCHEDULE H-3
CAFETERIA
MISCELLANEOUS COMPENSATION PROVISIONS**

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

APPENDIX A
CAFETERIA EMPLOYEES' HEALTH BENEFITS ENTITLEMENTS

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