

Contract no. 871

AGREEMENT

PAULSBORO BOARD OF EDUCATION

AND

PAULSBORO ASSOCIATION OF SCHOOL SERVICE PERSONNEL

JULY 1, 1990 - JUNE 30, 1992

ARTICLE I

RECOGNITION

1. A. The Paulsboro Board of Education , Gloucester County, New Jersey,
2. hereafter known as the Board hereby recognizes the Paulsboro
3. Association of School Service Personnel, hereafter known
4. as the Association, as the exclusive representative for collective
5. negotiations concerning the terms and conditions of employment for all
6. full-time salaried and part-time, personnel under contract and employed
7. by the Board and so assigned as an employee who performs custodial,
8. Maintenance, Groundskeeper or, Cafeteria, responsibilities, but
9. excluding administrative, or supervisory personnel.

ARTICLE II

NEGOTIATION PROCEDURE

10. A. The parties agree to enter into collective negotiations over a Successor
11. Agreement, and they agree that Agreement shall remain in force until
12. such time as a new Agreement is reached in accordance with Chapter
13. 123, Public Laws of 1974. Such negotiations shall begin as prescribed
14. by law.

15. B. The Board agrees to furnish the Association, upon reasonable request,
16. information normally made available to the Public, through the Superin-
17. tendent of Schools.

18. C. This Agreement shall not be modified in whole, or in part, by the parties
19. except by mutual agreement by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

1. A. DEFINITIONS

2. 1. GRIEVANCE

3. A "Grievance" is a claim by an employee or the Association based upon
4. the interpretation, application, or violation of this Agreement, policies,
5. or administrative decisions affecting an employee or group of employees.

6. 2. AGGRIEVED PERSON

7. An "Aggrieved Person" is the person, or persons, or the Association
8. making the claim.

9. 3. PARTY IN INTEREST

10. A "Party in Interest" is the person, or persons, making the claim and any
11. person including the Association or the Board, who might be required
12. to take action or against whom the action might be taken in order to
13. resolve the claim.

14. B. PURPOSE

15. The purpose of this procedure is to secure at the lowest possible level
16. equitable solutions to the problems which may from time to time arise
17. affecting employees. Both parties agree that these proceedings will be
18. kept as informal and confidential as may be appropriate at any level
19. of the procedure.

20. C. PROCEDURE

21. 1. Time Limits

22. The number of days indicated at each level should be considered as
23. a maximum and every effort should be made to expedite the process.
24. The time limits may, however, be extended by mutual agreement.

1. PROCEDURE cont'd.:
2. 2. Level One - Principal or Immediate Superior
3. An employee with a grievance shall first discuss it with his principal or
4. immediate superior, either directly, or through the Association's designated
5. representative, with the objective of resolving the matter informally.
7. 3. Level Two - Superintendent
8. If the aggrieved person is not satisfied with the disposition of his grievance
9. at Level One, or if no decision as been rendered within five (5) school days,
10. after the presentation of the grievance, he may file the grievance, in writing,
11. with the Association within five (5) school days after the decision at Level
12. One or ten (10) school days after the grievance was presented, whichever
13. is sooner. Within five (5) school days after receiving the written grievance.
14. the Association shall refer it to the Superintendent of Schools.
15. 4. Level Three
16. If the Association is not satisfied with the disposition of the grievance at
17. at level two, or if no decision has been rendered within ten (10) school days
18. after the grievance was delivered to the Superintendent, they may within
19. five (5) school days after the grievance was delivered to the Superintendent,
20. the Association may submit, in writing, the grievance to the Board of
21. Education. The Board will review the grievance in caucus with the person
22. and representative from the Association within fifteen (15) school days.
23. Following the caucus, the Board of Education shall set forth, in writing, its
24. decision and the reason therefore, within forty five (45) calendar days.
24. 5. Level Four
25. a. If the aggrieved person and the Association determine that the grievance
26. is not satisfied, the grievance may be submitted to arbitration within
27. fifteen (15) school days by the aggrieved person or the Association if so
28. desired.
29. b. Within ten (10) school days after such written notice of submission to
30. to arbitration, the Board and the aggrieved person and the Association,
31. shall attempt to agree upon a mutually acceptable arbitrator to serve.
32. I f the parties are unable to agree upon an arbitrator, or to obtain such
33. a commitment within the specified period, a request for a list of
34. arbitrators may be made to the American Arbitration Association by
35. either party.

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

15. D. MISCELLANEOUS

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

ARTICLE IV

EMPLOYEE RIGHTS & PRIVILEGES

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

1. B. Nothing contained herein shall be construed to deny or restrict to any
2. employee such rights as he may have under New Jersey Laws or other
3. applicable laws and regulations. The rights granted to employees
4. hereunder shall be deemed to be in addition to those provided
5. elsewhere.
6. C. No employee shall be disciplined, reprimanded, or reduced in rank or
7. compensation without evidence of a direct violation of Board Policy,
8. administrative directive, or this Agreement.
9. D. Whenever an employee is required to appear before the Superintendent,
10. Board, or any committee or member thereof concerning any matter
11. which could adversely affect the continuation of that employee in his
12. position, employment, or the salary of any increments pertaining
13. thereto, then he shall be given prior written notice of the reasons for such
14. meeting or interview and shall be entitled to have a representative of
15. the Association present to advise him and represent him during such
16. meeting and interview.
17. E. No employee shall be prevented from wearing pins or other identification
18. of membership in the Association or its affiliates.
19. F. All newly hired employees shall serve a sixty (60) day probationary
20. period during which time they may be discharged without any recourse
21. under this Agreement.
22. G. Cafeteria employees shall be given, at the Board's expense, three
23. aprons/smocks yearly. All other members identified in Article I shall be
24. provided, at the Board's expense, seven (7) sets of uniforms. On a
25. designated day dirty uniforms will be picked up for cleaning and re-
26. turned the following week, when additional dirty uniforms will be picked
27. up. If an employee leaves he must turn back all uniforms in his possess-
28. ion, or reimburse the Board for same. Employees may wash their
29. uniforms. No hats, armbands, or other types of additional material of a
30. decorative nature may be worn. Failure to wear the proper uniform will
31. subject the employee to a written reprimand on the first occasion. On the
32. second occasion the employee will be sent home without pay or any
33. recourse in the matter. Failure to wear the proper uniform on three
34. occasions in a one year period will be considered as insubordination.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

1. A. Upon mutual agreement whenever any representative of the Association
2. or any employee participates during working hours in negotiations,
3. grievance proceedings, conferences, or meetings, he shall suffer no loss
4. in pay.

5. B. The Association and its representatives shall have the privilege to use
6. school buildings at all reasonable hours for meetings. The request shall
7. be submitted, in writing, to the Superintendent stating the time and place
8. of all such meetings.

9. C. The Association shall have the right to use school facilities, and equip-
10. ment, at reasonable times, when such equipment is not otherwise in
11. use, except cafeteria and cooking area. School facilities and equipment
12. shall be used exclusively for programs of the Paulsboro Association of
13. School Service Personnel and its members and no other organization.
14. The Association shall pay for the reasonable cost of all materials and
15. supplies incident to each use, and for any repairs necessitated as a
16. result thereof.

17. D. Adequate bulletin board space shall be reserved in each school
18. location in a place to be designated by the supervisor at such school
19. location , readily accessible to all members of the bargaining unit,
20. for the posting of Association notices and other material dealing with
21. proper and legitimate Association business. All such notices and
22. material shall bear the signature of a responsible Association official
23. or shall clearly indicate that its issuer or publisher is the Association.
24. The authorized representative of the Association shall be the sole
25. person empowered to post these materials on that Board. The bulletin
26. board space shall be identified with the name of the Association.

27. E. In the event there is no Association representative in any work location,
28. an authorized representative from another work location may be
29. designated the authorized representative of the Association by a
30. letter of authorization, signed by the President of the Association, to
31. carry out all duties and responsibilities of Association Representatives
32. as set forth in this Agreement, except that such representatives shall
33. not be entitled to leave the premises of the work location in which he
34. works during his work hours.

ARTICLE VI

BOARD RIGHTS

1. A. The Board of Education reserves to itself the sole jurisdiction and
2. authority over matters of policy and retains the right, subject only to
3. the limitations imposed by the language of this Agreement in accord-
4. ance with applicable laws and regulations.

ARTICLE VII

WORK SCHEDULE

5. A. DAILY WORK HOURS
6. 1. FULLTIME WORKERS
7. a. Custodial, Groundskeeper, and Maintenance eight (8) hours per
8. day (40 hours) per week.
9. b. Cafeteria - Seven (7) hours er day (35 hours per week)
10. 2. All other are considered part time.
11. 3. Work schedule showing the employees shifts, work days, and
12. hours shall be posed in each school.
13. B. WORKSHIFT FOR CUSTODIAL & MAINTENANCE
14. 1. Eight hours of work, exclusive of a thirty (30) minute lunch period
15. shall constitute a work shift.
16. 2. Changes to an employees working hours shall be at the discretion of
17. the Board of Education, or authorized representative.
18. C. CLEAN-UP PERIOD
19. 1. Employees shall be granted ten (10) minutes prior to the end of
20. the work shift in which to put away equipment and supplies and
21. for the purpose of personal clean-up.

1. D. NIGHT SHIFT

2. 1. A night shift shall be any eight (8) hour shift starting 12:00 noon,
3. or later.
4. 2. Employees working on a night shift, or weekend shift, will work
5. eight (8) hours including a thirty (30) minute meal break if the
6. meal is on the premises. If the employee leaves the premises
7. for a meal break they shall work an additional thirty (30) minutes.

8. E. 1. The Board of Education agrees to grant two fifteen (15) minute
9. breaks for custodial, grounds, and maintenance personnel under
10. the following conditions:

11. a. Any shift of six (6) hours or less will only receive one (1) break
12. during the shift.

13. b. The breaks will be scheduled by the appropriate supervisor.
14. They will be on a staggered basis unless the Supervisor directs
15. them all to be at a specific time.

16. c. Breaks may not be used to lengthen lunches, or at the beginning
17. and end of a shift.

18. d. The schedule for breaks may be different from the regular sched-
19. ule on holidays, during the Summer, and on other special days.

20. F. EMERGENCY CALL TIME & OVERTIME

21. 1. Any employee called in on an emergency to perform work other than
22. his regular work shift shall receive a minimum of two (2) hours at time
23. and one-half provided that such call-in was not necessitated by that
24. employee's own negligence in the performance of his duties, under
25. which conditions he shall receive no extra pay. If an employee is
26. called in for the negligence of anyone represented by this unit, the
27. negligent employee shall be docked the amount of overtime pay
28. needed to correct the negligence.

29. 2. Overtime shall be paid at the rate of one and one-half (1 1/2) the
30. employee's regular hourly rate of pay for all time worked in their
31. job capacity outside of the regular work schedule of forty (40) hours
32. in any week. Holidays and vacation days shall be considered as
33. part of the forty (40) hour work week.

- 1.
- 2.
3. An overtime list shall be maintained in alphabetical order and personnel selected on this basis. Attempts will be made to equalize all hours.
- 4.
5. 4. Part-time employees will be given additional hours before a substitute is called in whenever possible.
6. G. VACATION SCHEDULE (12 MONTH EMPLOYEES ONLY)
7. 1. Eligible employees shall receive vacation as follows:
 8. a. After 1 year - 10 days
 9. b. After 5 years - 12 days
 10. c. After 10 years - 17 days
 11. d. After 15 years - 20 days
12. 2. The first ten (10) days of vacation will commence with the em-
13. ployee's 1st anniversary date of employment and each anni-
14. versary date thereafter. All vacations for the Summer shall be
15. requested by June 1. Vacation may also be requested, and taken,
16. during the school year. If conflicts occur, seniority shall prevail.
17. 3. A substitute that works fulltime and then is hired as a fulltime em-
18. ployee shall have their anniversary, for vacation purposes, begin
19. when they started subbing fulltime.
20. 4. All vacation requests must be approved by the Supervisor, the
21. Building Principal, and the Superintendent.
22. H. HOLIDAYS
23. 1. All custodial , grounds, and maintenance personnel who are salaried
24. and fulltime (8 hrs./day) shall receive 13 holidays per year, plus
25. Independence Day for all 12 month employees. These holidays shall
26. be selected by the Association and approved by the Superintendent.
27. The selection shall be made within 30 days of the time an official
28. school calendar is presented to the Association by the Superinten-
29. dent.
30. 2. They must be taken on days when school is not in session and must
31. be consistent for all employees.

- 1.
- 2.
3. All work schedules shall be reduced one (1) hour without loss of pay or benefits on the last working day preceding Thanksgiving. On the day preceding Christmas the decision to leave early for personnel covered under this Agreement shall be determined by the Superintendent of Schools.
- 4.
- 5.
- 6.
7. 4. Employees who work on holidays shall be paid at the rate of time and one-half. Lacking volunteers the appropriate supervisor shall appoint employees on a rotating basis.
- 8.

V111

TRANSFER & REASSIGNMENT

9. A. Employees desiring a change in assignment shall make their request, in writing, to the Superintendent.
- 10.
11. If there are no vacancies available at that time, prior consideration shall be given to the individual's requesting transfer when positions become available.
- 12.
- 13.
14. B. Involuntary transfers will be made only when conditions require it. The employee to be transferred shall be given every consideration possible as to available positions in the system. Seniority with the system will be given consideration.
- 15.
- 16.
- 17.
18. C. The Superintendent, or his representative shall discuss the transfer with the employee and/or his representative.
- 19.

ARTICLE IX

VACANCIES & NEW POSITIONS

20. A. Notice of all vacancies in custodial, grounds, maintenance, and cafeteria shall be posted in each school by the Superintendent within five (5) school days of:
- 21.
- 22.
23. 1. Official receipt of letter of resignation by the Board of Education.
- 24.
25. 2. Official Board action vacating a position or creating a new position within the school system.
- 26.
27. B. The notice shall state the name of the job, a short description of the same, the deadlines for filing an application, and shall be posted at all schools. The person requesting the transfer to this vacant position shall fill out the standard application.
- 28.
- 29.
- 30.

1. C. All such applicants shall be considered and be given an interview within.
2. a reasonable period of time.

3. D. The Board shall determine the qualifications and abilities of employees
4. who apply and in filling such vacancies the Board agrees to give due
5. weight to the background attainments and skills of all applicants, the
6. length of time each has been employed by the Board and other relevant
7. factors.

8. E. All ten month employees shall have the right to submit a letter, in writing,
9. to the Superintendent of Schools no later than the last day of the
10. student year expressing their interest in any new opening.

ARTICLE X
SICK LEAVE AND OTHER LEAVE

11. A. All employees, including part-time hourly workers, shall be allowed sick
12. leave with full pay, as of October 1, 1979 according to months of employ-
13. ment. All unused sick leave shall be accumulative for additional sick
14. leave as needed in subsequent years.

15. 12 months - 12 days
16. 11 months - 11 days
17. 10 months - 10 days

18. All part time hourly workers accumulating sick leave and moving to a full
19. time position, as defined in the contract will only be permitted to carry
20. over from one year to the next the exact sick leave time (by hours) to
- which is stated in this Agreement.

21. B. Fulltime employees and six hour contracted cafeteria employees shall be
22. entitled to the following temporary accumulative leaves of absence with
23. full pay each school year:

24. I. All fulltime employees shall be entitled to one (1) day after one (1) year
25. of employment and a total of two (2) days after three (3) years of con-
26. secutive employment for personal, legal, business, household, or
27. family matters which require absence during school hours. Application
28. to the employee's Principal, or other immediate supervisor for this
29. leave shall be made at least one (1) week before taking the leave
30. except in the case of emergency. The applicant for such leave shall
31. state the reason(s) for taking the leave and the application shall be
32. approved by the Superintendent in order for an employee to be paid.
33. This leave may not be taken before or after a holiday or vacation.

1. Unused personal leave days during the contract year shall be added
2. to fulltime employees' accumulated sick leave time for the next school
3. year.

4. 2. Up to two (2) paid days for the President, Vice-President, and Secretary
5. of the Association to attend the N.J.E.A. Convention. They may
6. appoint a substitute representative.

7. 3. Time necessary for appearances in any legal proceedings connected
8. with the employee's employment or with the school system if the
9. employee is required b law to attend.

10. 4. Board will make an effort to exclude employees from Jury duty when
11. requested.

12. C. A maternity leave of absence, without pay, will be granted to any regular
13. employee, who has been employed by the Board, upon request for such
14. leave, accompanied by proper certification of pregnancy by the employ-
15. ee's physician. The employee will be able to return to her position
16. after a suitable amount of time elapses for recuperation and after the
17. physician has certified that the said employee is in good health and is
18. is able to resume her responsibilities.

19. D. All benefits to which an employee is entitled at the time his leave of
20. absence commenced, including unused accumulated sick leave, shall
21. be restored to him upon his return, and he shall be assigned to the same
22. position which he held at the time said leave commenced, if available,
23. or if not to a substantially equivalent position.

24. E. In the event of death in the immediate family, employees shall be granted
25. with pay, for attending the deathbed or funeral as hereinafter stated:

26. 1. An allowance of up to four (4) days may be granted in the case of
- any of the following:
 27. a. Employees parents, spouse, children, brothers, sisters, and other
 28. persons residing as a member of the household of the employee.
 29. b. Legally adopted members of the family and step-relations as
 30. outlined in la.
 31. c. The number of days must be justified and approved by the
 32. Superintendent.

33. 2. An allowance of up to two (2) days may be granted to attend the
- funeral of any of the following:

1. a. Uncles, aunts, grandparents, and grandchildren of the employee.
 2. b. Brother-in-law, sister-in-law, son-in-law, and daughter-in-law of
 3. of the employee.
 4. c. Parents and grandparents of the employee's spouse.
 5. d. The number of days must be justified and approved by the
 6. Superintendent.
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7. F. \$30.00 per day shall be paid for accumulated sick leave, up to a
 8. maximum of 100 days) after ten years of service and upon retirement.
 9. \$35.00 for 1991-92. Notification of retirement must be made to the
 10. Superintendent no later than the first week of November of the year
 11. preceding retirement. Failure to notify prior to deadline will result in
 12. payment the following fiscal year.

ARTICLE XI

EMPLOYMENT PROCEDURES

13. A. SENIORITY & JOB SECURITY

14. 1. School District seniority is defined as service by appointed employees
15. in the school district in the collective bargaining unit covered in this
16. Agreement.

17. 2. In the event of a work reduction in force, including reductions caused
18. by the discontinuance of a facility or its relocation, the employee of the
19. district shall be laid off in the inverse order of Seniority, consistent with
20. Title 18A:17-4.

21. 3. Notice of recall, by seniority, to work shall be addressed to the
22. employee's last address appearing on the records of the school
23. district by certified mail, return receipt requested. Within ten (10) days
24. from receipt of such notice of recall, the employee shall notify the
25. Board Secretary, in writing, whether or not he desires to return to the
26. work involved in re-call. If he fails to reply or if he indicates that he
27. does not desire to return to school work, he shall forfeit all his senior-
28. ity and all rights to re-call. If he indicates that he desire to return to
29. the work involved in the re-call notice, then he shall report to work
30. within two (2) weeks from the date he received the re-call notice or
31. within such period of time as set forth in a written extension of time
32. signed by the Board Secretary of his/her designee. In the event he
33. shall fail to so report to work, he shall forfeit all of his seniority and
34. all rights to re-call.

X11

SALARY GUIDE1. A. CUSTODIAL

2.	<u>STEP</u>	<u>1990-91</u>	<u>1991-92</u>
3.	1	\$12,300	\$12,300
4.	2	\$13,300	\$13,500
5.	3	\$14,200	\$14,700
6.	4	\$16,800	\$16,500

7. Anyone currently beyond the guide would receive \$900 (1990-91 and) and \$1,000 (1991-92)

8. B. GROUNDSKEEPER

9.	1	\$14,105	\$15,000
10.	2	\$15,000	\$15,800
	3	\$16,000	\$16,800

11. C. CAFETERIA-HOURLY

12.	1	\$ 6.25	\$ 6.25
13.	2	\$ 6.35	\$ 6.50
14.	3	\$ 7.25	\$ 7.50

15. D. CAFETERIA-SALARIED \$ 8,850 \$9,800

16. E. ASSISTANT MAINTENANCE WORKER

17.	1	\$16,000	\$17,000
18.	2	\$17,000	\$18,500

19. F. BOILER LICENSE -

20. 1990 TO 1992 \$350.00

21. G. PESTICIDE LICENSE

22. 1990 TO 1992 \$350.00

ARTICLE X111
INSURANCE PROTECTION

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

ARTICLE XIV
INSURANCE PROTECTION

5. A. **HEALTH CARE**

6. 1. Each employee working a minimum of 20 regularly scheduled
7. work week hours and all other fulltime employees covered under
8. this agreement shall receive the State Health Plan (1420), Major
9. Medical Rider J. The Board shall pay the additional dependent
10. coverage above single coverage up to \$2,750 per employee for the
11. school year 1990-91 and \$3,250 per employee for the school year
12. 1991-92.
13. 2. If any other Association receives Medical coverage in excess of the
14. above the additional coverage shall be provided to the Association.
15. 3. Both the Board and Association will be bound by all rules and
16. regulations of the New Jersey Health Benefits Plan.

ARTICLE XV
PERSONAL FREEDOM

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

ARTICLE XV1
DEDUCTIONS FROM PAYROLL

24. A. **ASSOCIATION PAYROLL DUES DEDUCTION**

25. 1. The Board agrees to deduct from the salaries of its employees dues

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

13. 2. Each of the associations named above shall certify to the Board, in
14. writing, the current rate of its membership dues. Any Association
15. which shall change the rate of its membership dues shall give the
16. Board thirty days written notice prior to the effective date of such
17. change.

18. 3. Employees shall be permitted to have a Credit Union.

ARTICLE XV11
MISCELLANEOUS PROVISIONS

19. A. **BOARD POLICY**

20. This Agreement constitutes Board Policy for the term of said Agreement,
21. and the Board and Association shall carry out the commitments con-
22. tained herein and give them full force and effect as Board Policy.

23. B. **SEPARABILITY**

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

29. **COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER**
30. **AGREEMENT.**

31. Any individual contract between the Board and an individual employee
32. of this Association, heretofore or hereafter executed shall be subject
33. to and consistent with the terms and conditions of this Agreement. If an

1. individual contract contains any language inconsistent with this
2. Agreement, during its duration, shall be controlling.

3. D. PRINTING AGREEMENT

4. Copies of this Agreement shall be printed at the joint expense of the
5. Board and Association, based on copies required by each unit, after
6. agreement with the Association on format within thirty (30) days after
7. the Agreement is signed. The Agreement shall be presented to all
8. employees now employed and hereafter employed.

9. E. Whenever any notice is required to be given by either of the parties
10. to this Agreement to the other, pursuant to the provision(2) of this
11. Agreement, either party shall do so, in writing, at the following
12. addresses:
 13. 1. If by Association, to the Board at 7th & Delaware Streets,
 14. Paulsboro, NJ 08066

 15. 2. If by Board, to Association at location of Association Presi-
 - dent.

16. F. DISMISSAL

17. Violation of any of the following shall result in immediate dismissal
18. without cause for grievance or hearing:
 19. 1. Calling or participating in any unauthorized strike, work stoppage,
 20. or walk-out.

 21. 2. Drunkenness, proven during working hours, or being under the
 22. influence of alcohol during the working hours.

 23. 3. Proven theft or dishonesty

 24. 4. Unprovoked assault on his EMPLOYER OR HIS EMPLOYERS
 25. REPRESENTATIVE

 26. 5. Use of illegal drugs, in or out of school buildings

 27. 6. Any proven immoral act

 28. 7. Material falsification of any school record

1. 8. Gambling on school property
2. 9. Fighting on school property
3. 10. Insubordination or refusal to obey proper orders of a Supervisor
4. 11. Deliberate destruction or abuse of school property
5. 12. Possession of firearms on school premises
6. 13. Absence for two days without notification
7. 14. Leaving school premises during working hours without permission of immediate supervisor.
8. 15. Failure to follow grievance procedure

ARTICLE XVIII
DURATION OF AGREEMENT

9. A. DURATION PERIOD

10. This Agreement shall be effective as of July 1, 1990 and shall continue
11. in effect until June 30, 1992 with no re-openers. This Agreement shall
12. not be extended orally, and it is expressly understood that it shall
expire on the date indicated unless it is extended in writing.

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

PAULSBORO ASSOCIATION OF
SCHOOL SERVICE PERSONNEL

PAULSBORO BOARD OF EDUCATION

BY: *Linda Cornell*

BY: *Edward Kasul*

BY: *Elisea Davis*

BY: *Joseph Guvanatti*