4 - 3356

AGREEMENT

03-14

PAULSBORO BOARD OF EDUCATION

AND

PAULSBORO ASSOCIATION OF SCHOOL SERVICE PERSONNEL

July 1, 1986 - June 30, 1988

ARTICLE I

RECOGNITION

The Paulsboro Board of Education, Gloucester County, New 1. Jersey, hereafter known as the Board hereby recognizes the 2. Paulsboro Association of School Service Personnel, here-3. after known as the Association, as the exclusive repre-4. sentative for collective negotiations concerning the 5. terms and conditions of employment for all full-time 6. salaried, and part-time, personnel under contract and 7. employed by the Board and so assigned as an employee 8. who performs custodial, maintenance, cafeteria, or bus 9. driver responsibilities, but excluding administrative 10. 11. and/or supervisory personnel.

ARTICLE II

NEGOTIATION PROCEDURE

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

ARTICLE III

GRIEVANCE PROCEDURE

ı.	٠.	A.	De	fi	n	i	<u>ti</u>	OI	ns

Grievance

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

Aggrieved Person

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

Party in Interest

- 11. A "Party in Interest" is the person, or persons, making
- 12. the claim and any person including the Association or the
- 13. Board, who might be required to take action or against
- 14. whom the action might be taken in order to resolve the
- _15. claim.

16. B. Purpose

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

23. C. Procedure

24. l. Time Limits

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

29. Level One - Principal or Immediate Superior

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

3. Level Two - Superintendent

If the aggrieved person is not satsified with the 2. disposition of his grievance at Level One, or if 3. no decision has been rendered within five (5) school 4. days after the presentation of the grievance, he may 5. file the grievance, in writing, with the Associaiton 6. within five (5) school days after the decision at Level 7. 8. One or ten (10) school days after the grievance was 9. presented, whichever is sooner. Within five (5) 10. school days after receiving the written grievance, 11. the Association shall refer it to the Superintendent 12. of Schools.

13. 4. Level Three

If the Association is not satisfied with the disposition 14. 15. of the grievance at level two, or if no decision has been rendered within ten (10) school days after the grievance 16. was delivered to the Superintendent, they may within 17. 18. five (5) school days after a decision by the Superintendent 19. or fifteen (15) school days after the grievance was de-20. livered to the Superintendent, the Association may submit, 21. in writing, the grievance to the Board of Education. 22. Board will review the grievance in caucus with the person 23. and representative from the Association within fifteen 24. (15) school days. Following the caucus, the Board of 25. Education shall set forth, in writing, its decision and 26. the reason therefore, within forty-five (45) calendar days.

27. 5. Level Four

- 28. a. If the aggrieved person and the Association determine 29. that the grievance is not satisfied, the grievance 30. may be submitted to arbitration within fifteen (15) 31. school days by the aggrieved person or the Association 32.
- 33. Within ten (10) school days after such written notice b. 34. of submission to arbitration, the Board and the 35. aggrieved person and the Association shall attempt 36. to agree upon a mutually acceptable arbitrator to 37. serve. If the parties are unable to agree upon an 38. aribtrator, or to obtain such a commitment within 39. the specified period, a request for a list of 40. arbitrators may be made to the American Arbitration 41. Association by either party.

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

D. <u>Miscellaneous</u>

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

ARTICLE IV

EMPLOYEE RIGHTS & PRIVILEGES

24. Pursuant to Chapter 123 Public Laws 1974, the Board hereby 25. agrees that every employee of the Board shall have the 26. right freely to organize, join, and support the Association 27. and its affiliates for the purpose of engaging in collective 28. negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising 29. 30. governmental power under the laws of the State of New Jersey 31. the Board undertakes and agrees that it shall not directly, 32. or indirectly, discourage or deprive, or coerce any employee 33. in the enjoyment of any rights conferred by Chapter 123, 34. Public Law 1974 or other laws of New Jersey or the Constitu-35. tion of New Jersey and the United States; that it shall not 36. discriminate against any employee with respect to hours, 37. wages, or any terms or conditions of employment by reason 38. of his membership in the Association and its affiliates, his participation in any activities of the Association 39. 40. and its affiliates, collective negotiations with the 41. Board, or his institution of any grievance, complaint or 42. other proceeding under this agreement or otherwise with **43.** respect to any terms or conditions of employment.

- в. Nothing contained herein shall be construed to deny or restrict l. 2. to any employee such rights as he may have under New Jersey Laws or other applicable laws and regulations. The rights 3. 4. granted to employees hereunder shall be deemed to be in 5. addition to those provided elsewhere.
- 6. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without evidence of a direct 7. 8. violation of Board Policy, administrative directive, or this 9. Agreement.
- Whenever am employee is required to appear before the Super-10. intendent, Board or any committee or member thereof concerning 11. 12. any matter which could adversely affect the continuation of 13. that employee in his position, employment, or the salary of 14. any increments pertaining thereto, then he shall be given 15. prior written notice of the reasons for such meeting or 16. interview and shall be entitled to have a reperesentative 17. of the Association present to advise him and represent him 18. during such meeting and interview.
- 19. No employee shall be prevented from wearing pins or other 20. identification of membership in the Association or its 21. affiliates.
- All newly hired employees shall serve a sixty (60) day 22. 23. probationary period during which time they may be discharged 24. without any recourse under this Agreement.
- 25. Cafeteria employees shall be given at the Board's expense 26. three aprons/smocks yearly. All other members as identified 27. in Article 1 shall be given at Board expense, two (2) sets of uniforms (one set consists of two (2) shirts and one (1) 28. pair of pants) and one (1) additional set after six months 29. 30. of employment. In the event that the employee leaves within 31. one year for whatever reason, they shall return the uniforms, 32. or refund the cost of same. Each employee shall maintain 33. their respective uniform in a clean condition. No hats, armbands, or other types of additional material of a 34. 35. decorative nature may be worn. Failure to wear the proper 36. uniform will subject the employee to a written reprimand 37. on the first occasion. On the second occasion the employee 38. will be sent home without pay or any recourse in the matter. Failure to wear the proper uniform on three occasions in a 39. 40. one year period will be considered as insubordination.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

- Upon mutual agreement whenever any representative of the 41. 42. Association or any employee participates during working 43. hours in negotiations, grievance proceedings, conferences, 44. or meetings, he shall suffer no loss in pay.
- 45. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours 46. 47. for meetings. The request shall be submitted, in writing, to the Superintendent stating the time and place of all 48. 49. such meetings.

- The Association shall have the right to use school c. ı. facilities, and equipment, at reasonable times, 2. when such equipment is not otherwise in use, except 3. cafeteria and cooking area. School facilities and 4. equipment shall be used exclusively for programs of the Paulsboro Association of School Service Personnel 5. 6. and its members and no other organization. 7. Association shall pay for the reasonable cost of all 8. materials and supplies incident to each use, and for 9. any repairs necessitated as a result thereof. 10.
- Adequate bulletin board space shall be reserved in 11. each school location in a place to be designated by 12. 13. the supervisor at such school location, readily accessible to all members of the bargaining unit, 14. 15. for the posting of Association notices and other material dealing with proper and legitimate Association 16. business. All such notices and material shall bear 17. 18. the signature of a responsible Association official or shall clearly indicate that its issuer or publisher 19. is the Association. The authorized representative of 20. the Association shall be the sole person empowered to 21. post these materials on that Board. The bulletin 22. board space shall be identified with the name of the 23. 24. Association.
- 25. In the event there is no Association representative 26. in any work location, an authorized representative 27. from another work location may be designated the authorized representative of the Association by a 28. 29. letter of authorization, signed by the President of the Association, to carry out all duties and responsi-30. 31. bilities of Association Representatives as set forth 32. in this Agreement, except that such representatives 33. shall not be entitled to leave the premises of the 34. work lcoation in which he works during his work hours.

ARTICLE VI

BOARD RIGHTS

35. A. The Board of Education reserves to itself the sole
36. jurisdiction and authority over matters of policy
37. and retains the right, subject only to the limitations
38. imposed by the language of this agreement in accordance
39. with applicable laws and regulations.

ARTICLE VII

WORK SCHEDULE

1. A. Daily Work Hours

- Schedule Posting work schedules showing the employees
 shifts, work days, and hours shall be posted in each
 school.
- 5. 2. Work Shift for Custodial and Maintenance Personnel Eight hours of work, exclusive of a 30 minute 6. lunch period, shall constitute a work shift. 7. All employees shall be scheduled to work on a 8. 9. regular shift and shall be advised of a regular 10. starting and quitting time. A full time employee is one who works thirty five (35) hours or more 11. per week. A part time employee shall be one that 12. works less than thirty five (35) hours per week. 13. Changes to an employees working hours shall be by 14. 15. Board of Education, or authorized representative.

Clean-Up Period

16.

17.

18.

19.

20. 21.

23:

24.

25.

- a. Employees shall be granted ten (10) minutes prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean-up.
- b. Clean-up period for cafeteria personnel shall be ten (10) minutes for personal clean-up.
- 4. Night Shift Employees to work 8 hours, including a 30 minute lunch if on the premises.
- 26. 5. Work shift for new bus drivers All new persons hired under the hourly rate of this agreement shall be hired only for those hours necessary to drive the school bus.

30. B. Emergency Call Time and Overtime

- 31. Any employee called in on an emergency to perform work other than his regular work shift shall receive 32. a minimum of two (2) hours at time and one-half 33. 34. provided that such call in was not necessitated by 35. that employees own negligence in the performance of 36. his duties, under which conditions he shall receive 37. no extra pay. If an employee is called in for the 38. negligence of anyone represented by this unit, the 39. negligent employee shall be docked the amount of 40. overtime pay needed to correct the negligence.
- Overtime shall be paid at the rate of one and one-half
 (1½) the employees regular hourly rate of pay for all
 time worked in their job capacity outside of the regular
 work schedule of forty (40) hours in any week. Holidays
 and vacation days shall be considered as part of the
 forty (40) hour work week.

- An overtime list shall be maintained in alphabetical order and personnel selected on this basis. Attempts will be made to equalize all hours.
- 4. Part-time employees will be given additional hours before a substitute is called in.
- 5. C. Vacation Schedule (12 month employees only)
- 1. Vacations may be taken throughout the school year.

 7. In June of each year each employee shall submit

 8. his/her choices for vacation. If there are any

 9. conflicts, employees with seniority shall receive

 10. first choice. All vacation requests are subject to

 11. final approval by the Superintendent.
 - 2. Ten vacation days will be granted after completion of the employee's anniversary date of employment. Any employee who works full-time during June, July, or August, at a substitute rate and then is hired in September under the Contract will be eligible for vacation the ensuing year.
- 18.
 3. Eligible employees shall receive vacation as follows:
 - a. After l year 10 days
 - b. After 5 years 12 days
 - c. After 10 years 17 days
 - d. After 15 years 19 days
 - e. After 20 years 21 days
 - 4. Vacation times shall be scheduled to coordinate with other vacations within the staff and shall be subject to approval by the Building Principal and Superintendent.
 - 5. Vacation schedules shall be posted by June 1 and any changes are to be mutually agreed upon.

30. D. Holidays

12.

13.

14.

15.

16.

17.

19.

20.

21.

22.

23.

24.

25.

26.

27.

28.

29.

39.

40.

41.

42.

43.

44.

45.

46.

- 31. All custodial and maintenance employees who are salaried 32. and full-time (8 hrs/day) shall receive 13 holidays 33. per year, plus Independence day for all 12 month employees. 34. These holidays shall be selected by the Association and 35. approved by the Superintendent. The selection shall be 36. made within 30 days of the time an official school 37. calendar is presented to the Association by the 38. Superintendent.
 - They must be taken on days when school is not in session and must be consistent for all employees.
 - 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.
- 47. 4. Employees who work on holidays shall be paid at the 48. rate of time and one-half. Lacking volunteers the 49. head cusstodian shall appoint employees on a rotating 50. basis.

TRANSFER AND REASSIGNMENT

- A. Employees desiring a change in assignment shall make their request, in writing, to the Superintendent.
- 3. If there are no vacancies available at that time, prior
- consideration shall be given to the individuals requesting
 transfer when positions become available.
- 6. B. Involuntary transfers will be made only when conditions
- 7. 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
- 10. be given consideration.
- 11. C. The Superintendent shall discuss the transfer with the 12. employee and/or his representative.

ARTICLE IX VACANCIES AND NEW POSITIONS

- 13. A. Notice of all vacancies in custodial, maintenance, bus
 14. drivers, cafeteria shall be posted in each school by
 15. the Superintendent within five (5) school days of:
- 16.
 1. Official receipt of letter of resignation
 17. by the Board of Education.
- 18. 2. Official Board action vacating a position or creating a new position within the school system.
- 21. 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.
- 26. C. All such applicants shall be considered and be given an27. interview within a reasonable period of time.
- 28. D. The Board shall determine the qualifications and abilities of employees who apply and in filling such vacancies the
- 30. Board agrees to give due weight to the background attain-
- 31. ments and skills of all applicants, the length of time 32. each has been employed by the Board and other relevant
- 33. factors.
- 34. E. All ten month employees shall have the right to submit
- 35. a letter, in writing, to the Superintendent of Schools
- 36. no later than the last day of the student school year
- expressing their interest in any new opening.

ARTICLE X

SICK LEAVE AND OTHER LEAVE

- 38. Full time custodial and maintenance 8/hr. day. (40 hr. week)
 39. Full time cafeteria workers 7/hr. day (35 hr. week)
- 39. Full time cafeteria workers 7/hr. day (35 hr. week)
 40. A. All employees, including part-time hourly workers, shall
- 41. be allowed sick leave with full pay, as of October 1, 1979
- 42. according to months of employment. All unused sick leave 43. shall be accumulative for additional sick leave as needed 44. in subsequent years.
- 41. 12 months 12 days
- 42. 11 months 11 days
- 43. 10 months 10 days

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

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

ı.

2.

3.

4.

5.

9.

10.

11. 12.

13.

14.

15.

16. 17.

18.

19.

20. 21.

22.

23.

24. 25.

26. 27.

28.

29.

30.

31. 32.

33.

34.

35.

·53.

- All fulltime employees shall be entitled to one (1) day after one (1) year of employment and a total of two (2) days after three (3) years of consecutive employment for personal, legal, business, household or family matters which require absence during school hours. Application to the employees principal, or other immediate supervisor for this leave shall be made at least one (1) week before taking the leave except in the case of emergency. The applicant for such leave shall state the reasons(s) for taking the leave and the application shall be approved by the Superintendent in order for an employee to be paid. This leave may not be taken before or after a holiday or vacation. Unused personal leave days during the contract year shall be added to full time employees' accumulated sick leave time for the next school year.
- 2. Up to two (2) paid days for the President, Vice President, and Secretary of the Association to attend the N.J.E.A. Convention. They may appoint a substitute representative.
- 3. Time necessary for appearances in any legal proceedings connected with the employee's employment or with the school system if the employee is required by law to attend.
- 4. Board will make an effort to exclude employees from jury duty when requested.
- 36. C. A maternity leave of absence, without pay, will be granted 37. to any regular employee, who has been employed by the Board, upon request for such leave, accompanied by proper 38. certification of pregnancy by the employee's physician. The employee will be able to return to her position after 39. .40. 41. a suitable amount of time elapses for recuperation and 42. after the physician has certified that the said employee is in good health and is able to resume her responsibilities. 43.
- 44. D. All benefits to which an employee is entitled at the time
 45. his leave of absence commenced, including unused accumulated
 46. sick leave, shall be restored to him upon his return, and
 47. he shall be assigned to the same position which he held
 48. at the time said leave commenced, if available, or if not
 49. to a substantially equivalent position.
 50. E. In the event of death in the immediate family, employees
 - 50. E. In the event of death in the immediate family, employees shall be granted, with pay, for attending the deathbed or funeral as hereinafter stated:
 - An allowance of up to four (4) days may be granted in the case of death in any of the following:

- a. Employees parents, spouse, children, brothers, sisters,
 and other persons residing as a member of the house hold of the employee.
- b. Legally adopted members of the family and step-relationsas outlined in la.
- 6. c. The number of days must be justified and approved by7. the Superintendent.
- 8. 2. An allowance of up to two (2) days may be granted to attend the funeral of any of the following:
- 10. a. Uncles, aunts, grandparents, and grandchildren of the employee.
- b. Brother-in-law, sister-in-law, son-in-law, and daughter-in-law of the employee.
- 14. c. Parents and grandparents of the employees spouse.
- 15. d. The number of days must be justified and approved by the Superintendent.
- 17. F. \$20.00 per day shall be paid for accumulated sick leave after ten years of service and upon retirement.

ARTICLE XI EMPLOYMENT PROCEDURES

A. <u>Seniority and Job Security</u>

23.

24.

25. 26.

27.28.

29.

30.

31. 32.

33.

34.

35.

36. 37.

38.

39. 40.

41.

42.

43. 44. 45.

- 20. 1. School District seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered in this agreement.
 - 2. In the event of a work reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employee of the district shall be laid off in the inverse order of Seniority, consistent with Title 18A:17-4.
 - 3. Notice of recall, by seniority, to work shall be addressed to the employees last address appearing on the records of the School District by certified mail, return receipt requested. Within ten (10) days from receipt of such notice of recall, the employee shall notify the Board Secretary, in writing, whether or not he desires to return to the work involved in recall. If he fails to reply or if he indicates that he does not desire to return to school work, he shall forfeit all his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report to work within two (2) weeks from the date he received the recall notice or within such period of time as is set forth in a written extension of time signed by the Board Secretary or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.

CUSTODIAL SALARY GUIDE

	<u>1986-87</u>	1987-88
1.	\$ 9,400	\$ 9,600
2.	9,817	10,105
3.	10,494	10,553
4.	11,171	11,281
5.	11,848	12,009
6.	12,525	12,737
7.	13,202	13,464
8.	14,075	14,192
9.	14,556	15,131
10.	15,233	15,648
11.	-	16,375

Anyone beyond step 11 will receive an increase of 8.5% for 1986-87 and 7.5% for 1987-88.

BUS DRIVERS (182 days/year) 7 hours/day

	1986-87		1987-88
	\$9,033		\$9,759
		CAFETERIA/HOURLY	
	1986-87		1987-88
Step 1	\$4.98		\$5.35
Step 2	\$5.51		\$5.92
		CAFETERIA/SALARIED	
	1986-87		1987-88
	\$ 6,983		\$ 7,507
		ASSISTANT MAINTENANCE WORKER	
	<u> 1986-87</u>		<u>1987-88</u>
Step 1	\$ 12,500		\$ 13,000
Step 2	13,020		13,438
Step 3	3 -		13,997
		MAINTENANCE SUPERVISOR	
	1986-87		1987-88
	\$ 16,275		\$ 17,496
		BOILER LICENSE	
	1986-87		<u> 1987-88</u>
	\$ 300.00		\$ 300.00
		-12-	

ARTICLE XIII

EMPLOYEE ADMINISTRATION LIAISON

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

ARTICLE XIV

INSURANCE PROTECTION

<u>Health Care</u> 5. A.

- Each employee working a minimum of 30 regularly 6. l. scheduled work week hours and all other full time 7.
- employees covered under this agreement shall 8. receive the State Health Plan (1420), Major 9.
- 10. Medical, Rider J. The Board shall pay the
- additional dependent coverage above single 11. coverage up to \$1,140.00 per employee. 12.
- the employee does not choose dependent coverage 13.
- he/she will receive \$300.00 toward Washington
- 14. 15. National coverage.
- 16. If any other Association receives Medical coverage 2. 17. in excess of the above the additional coverage
- 18. shall be provided to the Association.
- 19. Both the Board and Association will be bound by
- 20. all rules and regulations of the New Jersey
- 21. Health Benefits Plan.

ARTICLE X

PERSONAL FREEDOM

- 22. The personal life of an employee is not an appropriate
- 23. concern or attention of the Board except as it may
- 24. directly prevent the employee from performing properly
- 25. his assigned functions during the workday.
- 26. Employees shall be entitled to full rights of citizenship
- 27.
- and no religious or political activites of any employee or the lack thereof shall be grounds for any discrimination 28.
- 29. with the respect to the employment of such employee,
- 30. providing said activities do not violate any local,
- 31. state or federal law.

ARTICLE XVI

DEDUCTIONS FROM SALARY

Association Payroll Dues Deduction ı.

- The Board agrees to deduct from the salaries of 2. its employees dues for the Paulsboro Association 3. of School Service Personnel, PASSP, the New Jersey 4. Education Association, or any one or any combination 5. of such associations as said employees individually 6. and voluntarily authorize the Board to deduct. 7. deductions shall be made in compliance with Chapter 8. 223, N.J. Public Laws of 1969 (NJSA 52:14-15 9e and 9. rules established by the State Department of 10. Education. Said monies, together with current 11. records of any corrections shall be transmitted to 12. such person as may from time to time be designated 13. by the PASSP by the 15th of each month following 14. the monthly pay period in which deductions were 15. made. The person designated shall disburse such 16. monies to the appropriate association or associations. 17.
- Each of the associations named above shall certify 18 to the Board, in writing, the current rate of its 19. membership dues. Any Association which shall change 20. the rate of its membership dues shall give the Board 21. thirty days written notice prior to the effective 22. date of such change. 23. 24.
 - Employees shall be permitted to have a Credit Union

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. Board Policy

and effect.

- 25. This agreement constitutes Board Policy for the term of said Agreement, and the Board and Association 26. shall carry out the commitments contained herein 27. and give them full force and effect as Board Policy. 28.
- 29. Separability в.
- 30. If any provision of this Agreement or any application 31. of this Agreement to any employee or group of employees 32. is held to be contrary to law, then such provision 33. or application shall not be deemed valid and subsisting 34. except to the extent permitted by law, but all other provisions or applications shall continue in full force 35. 36.
- 37. Compliance between Individual Contract and Master Agreement 38: Any individual contract between the Board and an individual 39. employee of this Association, heretofore or hereafter 40. executed shall be subject to and consistent with the terms 41. and conditions of this Agreement. If an individual contract
- contains any language inconsistent with this Agreement, 42.
- during its duration, shall be controlling. 43.

1. D. Printing Agreement

Copies of this Agreement shall be printed at the joint
 expense of the Board and Association, based on copies
 required by each unit, after agreement with the
 Association on format within thirty (30) days after the

6. Agreement is signed. The Agreement shall be presented to all employees now employed and hereafter employed.

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

16. 17.

23.

24.

25.

15

18. F. Dismissal

- 19. Violation of any of the following shall result in immediate 20. dismissal without cause for grievance or hearing:
- Calling or participating in any unauthorized
 strike, work stoppage, or walk-out.
 - Drunkenness, proven during working hours, or being under the influence of alchohol during working hours.
- Proven theft or dishonesty
- 27. 4. Unprovoked assault on his EMPLOYER or his EMPLOYER'S REPRESENTATIVE.
- 29. 5. Use of illegal drugs, in or out of school buildings.
- Any proven immoral act.
- Material falsification of any school record.
- 8. Gambling on school property.
- 9. Fighting on school property.
- 35. 10. Insubordination or refusal to obey proper orders of a supervisor.
- Deliberate destruction or abuse of school property.
- Possession of firearms on school premises.
- 13. Absence for two days without notification.
- 39. 14. Leaving school premises during working hours without 40. permission of immediate supervisor.
- 41. 15. Failure to follow grievance procedure.

ARTICLE XVIII

EMPLOYEE IMPROVEMENT

- The Board agrees to pay up to \$100.00 per year toward 1.
- tuition incurred in connection with job-related instruction 2.
- in a recognized program with prior written approval of the 3.
- Superintendent of Schools. 4.

ARTICLE XIX

DURATION OF AGREEMENT

A. Duration Period

- . 6.
- This agreement shall be effective as of July 1,1986: and shall continue in effect until June 30,1988 with no reopeners. 7.
 - 8. This agreement shall not be extended orally, and it
- 9. is expressly understood that it shall expire on the
- date indicated, unless it is extended in writing. 10.

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

PAULSBORO ASSOCIATION OF SCHOOL SERVICE PERSONNEL

PAULSBORQ_ROARD OF EDUCATION

Sandra Cowgill, President

Russell K. Stetser, Presiden

Melvin Green, Vice President

Elaine Kosuh, Board Secretary