

Rev. 10/15/09

COLLECTIVE BARGAINING AGREEMENT

Between

TOWNSHIP OF PENNSAUKEN BOARD OF EDUCATION

And

THE AMERICAN FEDERATION

Of

STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO LOCAL 2300

July 1, 2009 - June 30, 2012

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PREAMBLE

THIS AGREEMENT made and entered into this October 22, 2009, between the Board of Education of the Township of Pennsauken (hereinafter called the "Employer") and American Federation of State, County, and Municipal Employees, AFL-CIO, and its Local Union No. 2300 (hereinafter called the "Union");

And it being the desire of the parties to this Agreement to establish a mutual relationship conducive to the best interest of the parties, to promote harmonious relations between themselves, to establish an equitable and peaceful procedure for resolution of grievances, to establish wages, hours, and conditions of employment, the following terms are hereby agreed to, for the period from July 1, 2009 through June 30, 2012.

ARTICLE I

RECOGNITION

A. The Employer recognizes the Union as the majority representative and exclusive bargaining agent of its full-time custodial employees, maintenance employees, "Grounds and Warehouse" employees and all regular part-time custodial employees who are scheduled to work for not less than twenty (20) hours per week, but excluding all probationary employees, clerical employees, students, casual, and temporary employees, professional employees and supervisors as defined by the Public Employment Relations Commission.

ARTICLE II

REPRESENTATION FEE

A. Purpose of Fee.

If an employee does not become a member of the Union during any membership year (i.e., from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. Amount of Fee.

1. Notification.

Prior to the beginning of each membership year, the Union will notify the Board in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for the membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum.

In order to offset adequately the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at a maximum of 85% of that amount solely because that is the maximum allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of change.

C. Deduction and Transmission of Fee.

1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Board a list of those employees who have not become members of the Union for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with

paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule.

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

a. Ten (10) days after receipt of the aforesaid list by the Board, or

b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment.

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

4. Mechanics.

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. Changes.

The Union will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees.

Notice of any new employees hired into the bargaining unit shall be given to the Union President within one business office day after the Business meeting of the Board.

7. The Union shall indemnify and hold harmless the Board and its employees in regard to any action or claim brought against it or them.

ARTICLE III

DEDUCTION OF UNION DUES

A. Whenever any employee covered by this Agreement indicates in writing to the Board Secretary his desire to have deductions made from his salary for the purpose of paying dues to AFSCME, AFL-CIO, said Board Secretary shall make such deduction from the employee's salary and shall transmit the sums so deducted to the employee organization designated by said employee.

B. Any such written authorization may be withdrawn by the employee at any time by the filing of notice of such withdrawal shall be effective to halt deductions as of the July 1 next succeeding the date on which notice of withdrawal is filed.

C. The Union shall indemnify and hold harmless the Board and its employees in regard to any action or claim brought against it or them.

ARTICLE IV

SENIORITY

A. Length of Service and Ability.

1. It is agreed that customary rules of seniority shall govern in all cases of lay off and recall. Customary rules of seniority, for the purpose of this Agreement, shall mean that the last person hired shall be the first one to be laid off and in case of recall, the last person laid off shall

be the first person to be recalled. Seniority shall be considered only from the last date of hiring.

a. In the event that the Employer and Union cannot mutually agree, the Union may submit the matter to the grievance procedure for resolution, commencing at the third step.

2. Should the department or a division of the department be eliminated those employees affected shall receive one of the following choices:

- a. Accept employment with the successor; or
- b. Receive compensation of one week's pay for each year of continuous service.

B. Probationary Period.

1. A new employee shall be considered probationary and a temporary employee for a period of ninety (90) days, during which time no seniority credit shall accrue. If he shall be continued in the employ of the Employer after the completion of the probationary period, credit shall be given for the full period of service on seniority. During this period of probationary employment, probationary employees may be laid off or discharged as exclusively determined by the Employer.

C. Seniority Date Disputes.

1. If a question arises concerning two or more employees who were hired on the same date, the following shall apply: If hired prior to the effective date of this Agreement,

seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's records. For employees hired on the same date, in the same division subsequent to July 1, 2001, those employees' relative seniority shall be determined one time by a drawing of lots.

D. Job Movement.

1. A permanent job opening in the bargaining unit shall be posted on appropriate bulletin boards for a period of not less than five (5) working days and all interested employees within the unit, excluding probationary employees, may bid for the job. Where there are two or more employees with equal qualifications and ability to perform the work, the employee with the greatest seniority in the seniority unit will be superior. Seniority unit shall be defined by job classification: Maintenance, Grounds & Warehouse, Full time custodial and 10-Month Custodial. However, nothing herein shall be construed to prohibit the Employer from filling the job opening with a new employee. A copy of each notice posted shall be forwarded to the appropriate Union officer.

E. Temporary Transfers.

1. Employees may be temporarily transferred to work in other areas without regard to seniority for periods up to ten (10) working days, and for such additional periods of time as may be mutually agreed upon between the Employer and the Union.

An employee temporarily assigned to work in other areas for a period in excess of five (5) working days shall be paid at the rate of pay for the job to which he was temporarily assigned, or his regular wage, whichever is higher, the rate of pay being retroactive to the 1st day.

a. All hours worked by any member of the bargaining unit in the capacity of a security person shall be paid at the regular, straight-time, hourly rate paid for such work and the provisions of this Agreement shall not apply.

2. Maintenance employees substituting for a custodian shall be assigned at the discretion of the maintenance supervisor.

F. Divisions

1. The Department of Buildings and Grounds shall consist of three divisions which are: Maintenance, Grounds & Warehouse, and Custodial. All seniority referenced in this agreement shall be divisional seniority within one of these three divisions, anything herein or in past practice to the contrary notwithstanding.

2.a) As part of the division and job requirements and duties, it is agreed and understood between the parties that the Maintenance division employees are required, as a requirement of their position, to be able to and may be required to perform any or all of the tasks and work of anyone else in the department.

b) It is also understood and agreed to between the parties that The Grounds and Warehouse division employees are required to be able to and may be required to perform any or all of the work or duties of either their division or those in the Custodial Division.

3. In the event of layoff, employees shall have the right to bump the most junior employee in the division provided they have the skill and ability to perform the duties of the most junior employee in the division.

ARTICLE V

GRIEVANCE PROCEDURE

A. A "grievance" shall mean a complaint by a member of the unit that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board Policy, this Agreement, or an administrative decision governing members of the unit except that the term "grievance" shall not apply to: (1) any matter for which a method of review prescribed by law or (2) any rule or regulation of the State Commissioner of Education or (3) any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.

B. Any local union officer or steward may present grievances. However, no more than two (2) individuals may participate for each grievance.

C. Subject to paragraph A of Article V, any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1 The Union steward, with or without the employee, shall take up the grievance or dispute with the Coordinator of Building Operations within fifteen (15) calendar days of the occurrence. The Coordinator of Building Operations shall then attempt to adjust the matter and shall respond to the steward within three (3) calendar days.

Step 2 If the grievance has not been settled, it shall be presented in writing by the Union steward (or Union grievance committee member) to the Superintendent of Schools within seven (7) calendar days after receipt of the Coordinator of Building Operations response. The Superintendent of Schools shall respond to the Union steward or grievance committee in writing within fifteen (15) calendar days.

Step 3 If the grievance still remains unadjusted; it shall be presented by the Union steward, Union representative or grievance committee to the Board of Education in writing within seven (7) calendar days after receipt of the response of the Superintendent. The Board shall respond in writing to the Union steward, the representative or grievance committee within forty-five (45) calendar days after submission of the grievance

to the Board. However, if the grievance involves 10 month employees this may be within 45 work days.

Step 4 If the grievance is still unsettled, the Union may, within fifteen (15) calendar days after receipt of the reply of the Board, require arbitration by written notice to the Board.

Step 5 The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union pursuant to the rules and regulations of PERC.

D. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties of any policy of the Board of Education. The recommendation of the arbitrator shall be advisory. Only the Board and the aggrieved and his representations shall be given copies of the arbitrator's report findings and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

E. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and

makes copies available without charge to the other party and arbitrator.

F. Any grievance at any step which is not presented to the applicable step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered the termination of the matter, and any such termination shall be binding upon the Employer, the Union and the employee or employees involved.

ARTICLE VI

UNION REPRESENTATIVES

A. The Union will notify the Employer in writing of the names of its employees not to exceed four (4) in numbers who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer at reasonable times and for reasonable periods of time with other Union representatives, employees, and with Employer representatives regarding matters of employee representation, during working hours without loss of pay, and the timing of any such business shall be upon the approval of the Department Supervisor, whose permission shall not be unreasonably withheld.

B. Representatives of the Union, who are not employees of the Employer, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters. Such representatives

shall also be recognized by the Employer as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters.

1. Upon first arriving at the Employer's premises, the representatives shall make their presence known to the office of the Department of Buildings and Grounds prior to meeting with any employee or employees. The Coordinator of Building Operations may temporarily delay such meeting if the needs of the district so require.

ARTICLE VII

LEAVE OF ABSENCE

A. Funeral Leave.

1. When an employee loses time from work because of a death occurring in the employee's immediate family, the Employer shall pay said employee his regular wages for days lost from work for up to five (5) consecutive work days off (Saturdays, Sundays, holidays, and vacation excluded); including the day of the funeral.

a. An employee who fails without just cause to attend the funeral shall be ineligible for the above benefits.

b. For the purpose of Section A1, the term "immediate family" shall mean the employee's husband, wife, child, step-child, father, mother, father-in-law, mother-in-law, brother, sister, grandchildren or relatives residing as a member of the employee's household.

2. When an employee loses time from work because of a death occurring in the employee's family other than as defined above, the employer will pay said employee his regular wages for up to three (3) consecutive days lost from work (Saturdays, Sundays, holidays, and vacations excluded), including the day of the funeral.

a. An employee who fails without just cause to attend the funeral shall be ineligible for the above benefits.

b. For the purposes of Section A2, the term "family" shall mean the employee's grandparents, brother-in-law, or sister-in-law.

3. When an employee loses time from work because of a death occurring in the employee's family other than as defined above, the employer will pay said employee his regular wages for one (1) day lost from work (Saturdays, Sundays, holidays, and vacations excluded), including the day of the funeral.

a. An employee who fails without just cause to attend the funeral shall be ineligible for the above benefits.

b. For the purposes of Section A3, the term "family" shall mean the employee's uncles, aunts, nieces, or nephews.

B. Sick Leave.

1. All regular full-time employees shall be entitled to one working day sick leave for each month of service from the date of hire up to and including June 30 next following such

date of hire (excluding Saturdays, Sundays, holidays, and vacations) with pay at the regular wages.

a. The term "regular full-time employees" shall mean those employees who regularly work at least 38-1/2 hours each week on a 12 month basis.

b. Ordinary proof of illness or injury will not be required until after the employee has been absent for three (3) consecutive working days. However, in cases where a pattern of abuse of sick leave appears, the Coordinator of Building Operations may require such proof at any time.

2. All regular part-time employees shall be entitled to one-working day sick leave (not counting the months of July and August) for each month of service from the date of hire up to and including June 30 next following such date of hire (excluding Saturdays, Sundays, holidays, and vacations).

a. The term "regular part-time employees" shall mean those employees who regularly work at least 20 hours each week on a 10 month basis.

3. Any sick leave days not used in a given year shall accumulate from year to year.

4. The Employer shall maintain a record of the number of days of sick leave each qualified employee has available and give notice thereof to the employees by August 1 of each year.

5. Effective July 1, 2005, an employee who has at least ten (10) years of service in the School District and:

a) who retires from the District as certified under PERS or the retirement system in effect at the time of retirement, shall receive pay for each day of accumulated sick leave in accordance with the following schedule:

Up to 150 days \$37.00 per day

151 to 200 days \$42.00 per day for all days; or

b) dies while in the active employment of the Board of Education as a member of this bargaining unit, then such employee's estate shall be paid according to the above schedule.

6. Notwithstanding that the employer may have from time to time made the time available before it was actually earned under the subsections above, any leave time used in excess of that earned on a pro rata basis shall be deducted from a final paycheck if the employee's term of service ends during the annual term of appointment.

C. If an employee uses a combined total of three or less combined sick and personal days in a fiscal year, then one additional personal day shall be given to that employee in the following year.

D. Union Business.

1. Leaves of absence with pay shall be granted to two (2) employees who are members of the unit for periods not to exceed ten (10) days in the aggregate per year to attend Union meetings or conventions or other similar functions, provided the

employee shall leave from and return to work if the function does not consume the entire workday.

E. Employees on leaves of absence shall retain and accumulate seniority during such leaves.

F. Jury Duty.

1. Employees summoned for jury duty shall receive full pay during such duty.

G. Personal Days.

1. Two (2) days leave of absence shall be permitted to each employee for legal, business, personal and/or medical problems which cannot otherwise be attended to during non-working hours. Personal leave, except for emergencies approved by the Administration, cannot be taken on the day immediately preceding or following holidays, school vacations or the mandatory attendance times before school year openings or graduation, referenced elsewhere herein. Personal leave shall require at least twenty-four (24) hour notice in advance of use of such leave.

ARTICLE VIII

WORK SCHEDULES

A. The work week shall consist of five (5) consecutive days, Monday through Friday, except those employees whose five consecutive days schedule includes Saturday and Sundays, in which case they shall be required to work as scheduled.

B. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with representatives of the Union.

C. Where more than one work shift per day is in effect, employees will be given preference of shifts in accordance with their ability and seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less senior employee. Whether or not a vacancy exists shall be determined solely by the Employer.

D. A workday shall consist of seven(7) hours and forty (40) minutes not including one half-hour unpaid lunch break.

E. Part-time employees' work year is from September 1 through June 30.

F. Summer hours for full-time employees commence on the first Monday following the last pupil day of the school year and shall end on the last Friday before Labor Day in September. The hours shall be as follows:

Day Shift - 7:20am to 3:30pm

Night Shift - 3:20pm to 11:30pm

Grounds & Warehouse - 6:20am to 2:30pm

G. Employees who work the night shift on the day before payroll will receive their check at that shift.

H. Any regularly scheduled shift that begins at or after 11:30pm shall receive a shift differential of 5%. At managements discretion that differential may be increased.

ARTICLE IX

OVERTIME

A. Subject to paragraph B below, the employees shall be entitled to 1-1/2 times their hourly rate (as computed by dividing the regular weekly pay by 38-1/2 hours) for work done in excess of 38-1/2 hours per week.

B. Overtime work will be distributed as equally as possible among employees with the same classification. Subject to the following:

1. Overtime distribution in the Maintenance Department shall be rotated by seniority provided the employee is qualified to perform the work;

2. Overtime distribution regarding all other employees shall be rotated by seniority within each school.

ARTICLE X

CALL-IN-TIME

A. Any employee called in to work for any period other than his regularly scheduled work day after he has left his place of employment (excluding periods in connection with extracurricular activities) shall be guaranteed not less than

four (4) hours pay at 1-1/2 times his regular rate, regardless of the number of hours actually worked; provided, however, that the Employer shall have the right to furnish the employee with work of a custodial or maintenance nature.

ARTICLE XI

HOLIDAYS

A. All regular employees shall be entitled to thirteen (13) holidays with pay at their regular wages.

The Superintendent and the Union President will agree from year to year, as soon as the school calendar is approved, to the thirteen holidays for the coming fiscal year.

B. In addition, each employee who has actually worked a full and complete previous fiscal year shall receive one floating holiday, which must be used or lost by the end of the fiscal year in which it is awarded and which they shall schedule in the same manner as vacation time.

C. In the event that the Easter Vacation of the Employer's School System is scheduled for the week preceding Easter Sunday, all regular employees shall be entitled to Holy Thursday as a holiday with pay. However, in the event that said Easter Vacation is scheduled to follow Easter Sunday, then all regular employees shall be entitled to Easter Monday rather than Holy Thursday as a holiday with pay, unless the schools are scheduled to be open on either Easter Monday or Easter Tuesday in which case each affected employee shall receive a floating

holiday which they shall utilize during the year in accordance with the rules regarding use of vacation days.

D. In the event that any of the holidays fall on a Saturday or Sunday, it shall be celebrated on the preceding or succeeding work day, which day shall be mutually agreed upon between the Employer and the Union.

E. In the event that any of the aforementioned holidays shall occur during an employee's vacation period, the day so celebrated shall not be counted as part of said vacation, but rather, the employee shall receive an additional vacation day.

F. Only employees who are on the Employer's payroll on the last working day immediately preceding the holiday shall be eligible for the holiday with pay. An employee shall be considered to be on the payroll at all times unless said employee has quit, was discharged for cause, has been laid off for more than 30 days prior to the holiday, or has been absent from work for more than 60 days due to a non-work connected injury or illness. However, in the event that an employee fails to work *both* the day before and the day after a holiday without a justifiable excuse, said employee shall be ineligible for holiday pay.

1. However, in the event that an employee fails to work the day before and the day after the holiday without a justifiable excuse, said employees shall be ineligible for holiday pay.

G. All hours worked on holidays shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate plus holiday pay.

ARTICLE XII

VACATIONS

A. Vacation days are earned and available for use starting July 1st of the following year. The vacation periods for use of days described in these sections start at completion of 2nd, 5th and 10th years. All regular employees shall receive vacations with pay at their regular wage as follows:

1. Full-time Employees

a. First year of employment - one (1) working day per month, accumulation to commence following completion of the probationary period.

b. Second year of employment up to and including the fourth year of employment - one (1) working day per month.

c. Fifth year of employment up to and including the ninth year of employment - one and one quarter (1-1/4) working days per month.

d. Tenth year of continuous employment - one and two-thirds (1-2/3) working days per month.

2. Part-time Employees Hired Prior to July 1, 1988

a. First year of employment - one (1) working day per month, excluding the probationary period.

b. Second year of employment up to and including the fourth year of employment - one (1) working day per month.

c. Fifth year of employment up to and including the ninth year of employment - one and one quarter (1-1/4) working days per month.

d. Tenth year of continuous employment - one and two-thirds (1-2/3) working days per month.

3. Part-time Employees Hired on or After July 1, 1988. There is no vacation eligibility.

B. Absent an emergency, vacation time shall be granted in accordance with the following:

1. Requests for one (1) or more weeks of vacation must be submitted to the Coordinator of Building Operations at least ten (10) days in advance thereof.

2. Requests for less than one (1) week of vacation must be submitted to the Coordinator of Building Operations at least 24 hours in advance thereof.

3. The approval to take vacation time shall be subject to the needs of the school district, but it shall not be unreasonably denied.

4. Vacation time may not be granted during the days from the Monday of the week prior to the week in which any of the schools open through the Friday of the week following the weeks the schools open or the week of any graduations.

(Employees may request exceptions).

C. All vacation days made available as of July 1 must be fully utilized or lost by the end of that school year (June 30th), except no more than 5 unused vacation days may be carried until the succeeding December 30th, by which time if not used these too are lost.

ARTICLE XIII

SALARIES AND COMPENSATION

A. Rates of pay, longevity, and stipends shall be set forth in Appendix A.

B. All salaries and compensation shall be by direct deposit for all employees hired after January 1, 2010.

ARTICLE XIV

SUPERVISORS WORKING

A. Supervisors may perform bargaining unit work as necessary to insure completion of assigned work, provided that the performance of such work shall not be for the purpose of avoiding overtime or reducing the size of the bargaining unit.

B. In the Board's discretion the work performed by the foreman and any corresponding stipend may be removed from the unit, provided that if any such foreman should become a supervisor they may not be used to replace an otherwise scheduled employee who shows up for work.

ARTICLE XV

MANAGEMENT FUNCTIONS

A. Subject to the provisions of this Agreement, the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by boards of education in the management of the affairs of the school district; including but not limited to the right to hire, to discipline, to direct the work force and to transfer and reassign the employees.

ARTICLE XVI

MISCELLANEOUS

A. Safety and Health.

1. The Employer and the Union shall each designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthy conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate.

2. The Employer shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools, training or devices reasonably necessary in order to insure their safety and health.

B. Equal Treatment.

1. The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age,

nationality, race, religion, marital status, political affiliation, union membership, or union activities.

C. Work Rules.

1. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

2. Pursuant to N.J.S.A. 34:13A-24 the parties have negotiated the attached schedule of minor discipline offenses which include the potential penalties to be imposed. (See Attached Appendix C). Nothing herein or therein shall be interpreted so as to restrict either the statutory or contractual rights of the employer for other forms of discipline or for conduct not listed therein or for any major discipline for other offenses.

D. Bulletin Boards.

1. Bulletin boards will be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcement and other information of a non-controversial nature.

E. No Strikes.

During the term of this Agreement, there shall be no strikes, slow downs, or other concerted activities designed to deprive the Employer of the services of the employees.

F. The Employer shall furnish to the Union, upon request, information concerning seniority, dates of hire,

classifications, amount of sick leave, amount of vacation time and pay rates of employees covered by this Agreement.

G. Notice of all transfers shall be forwarded to the appropriate local Union officer.

ARTICLE XVII

EFFECTIVE LAWS

A. The Employer and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provisions of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

ARTICLE XVIII

EMPLOYEES BILL OF RIGHTS

A. An employee shall have the right to union representation at each and every step of the grievance procedure set forth in this Agreement.

B. An employee shall be entitled to representation at each stage of a disciplinary action.

1. No recording device of any type shall be used at such interrogation by anyone.

C. In all hearing and/or hearings designed for the disciplinary action already taken, the employees shall be entitled to union representation. Such representation shall

consist of the local union representative or his designee, the Chief Shop Steward or his designee, and a representative from the district counsel of which the employee is a member.

1. Recording devices may be used only if prior agreement with the union is reached. The union shall be given a duplicate of any and all recordings made. Cost of recording and duplication shall be shared equally between the union and the employer.

D. The parties understand and agree that this Section does not prohibit the Board's recording at a Board Hearing or Meeting.

ARTICLE XIX

INSURANCE

A. Major Medical.

1. The Board will pay the premium of all regular full-time employees, whether 12 month or 10 month employees, who work at least 20 hours per week for the Major Medical HMO Insurance coverage currently being provided through AmeriHealth, or substantially equivalent coverage.

B. Prescription

Employees who qualify for Major Medical may also receive the current prescription plan or substantially equivalent coverage. Effective 7/01/11 the Prescription plan shall change to a co-pay of \$7 for generic/ \$20 brand with 90 day mail order at \$14 generic/\$40 brand.

C. Dental.

Employees who qualify for Major Medical may also receive the Delta Dental Insurance coverage as currently provided, or substantially equivalent.

D. Buy-Backs. The Board will pay the following schedule of dollar amounts to employees who are eligible for coverage under this Article and who elect to forgo the following coverage's:

1. Medical coverage:

- a. Family coverage to no coverage-\$2,000 per year; or
- b. Family coverage to Single coverage-\$1,000 per year; or
- c. Family coverage to Husband/Wife -\$500 per year; or
- d. Family coverage to Parent/child coverage -\$500 per year; or
- e. Husband/Wife to no coverage -\$1,500 per year; or
- f. Husband/Wife to Single coverage -\$500 per year; or
- g. Parent/child coverage to no coverage -\$1,500 per year; or
- h. Parent/child coverage to single coverage -\$500 per year; or
- i. Single coverage to no coverage - \$1,000 per year.

Payments shall be made in semi-annual payments each December and June.

2. Prescription plan:

- a. Family to No coverage-\$500.00/year; or
- b. Family to Single -\$300.00/year; or
- c. Family to parent/child -\$200.00/year; or
- d. Family to Husband/Wife -\$100.00/year; or
- e. Husband/Wife to None -\$400.00/year; or

- f. Husband/Wife to Single- \$175.00/year ; or
- g. Parent/Child to no coverage - \$300.00/year;
- h. Parent/Child to single -\$100.00/year; or
- i. Single to No coverage -\$200.00/year.

Payments shall be made in semi-annual payments each December and June.

3. Dental Plan

- a. Coverage to no coverage - \$200 per year; or
- b. Family coverage to single coverage - \$125 per year; or
- c. Family coverage to Husband/Wife coverage-\$75 per year; or
- d. Family coverage to Parent/Child coverage -\$75 per year; or
- e. Husband/Wife coverage to No coverage -\$100 per year; or
- f. Husband/Wife coverage to Single coverage-\$75 per year; or
- g. Parent/Child coverage to No coverage -\$100 per year; or
- h. Parent/Child coverage to Single coverage - \$75 per year;
- i. Single coverage to no coverage - \$100 per year.

4. Payments shall be made in semi-annual payments each December and June.

E. Coverages.

1. When the Board employs both spouses or other members of the same household who qualify for coverage, then the Board may provide the insurance coverages for all such employees and their dependents under the coverage of the first employed in time and under the category of coverage which permits the lowest aggregate premium while providing coverage to all. Any such

COLLECTIVE BARGAINING AGREEMENT

Between

TOWNSHIP OF PENNSAUKEN BOARD OF EDUCATION

And

THE AMERICAN FEDERATION

Of

STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO LOCAL 2300

July 1, 2009 - June 30, 2012

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intentionally left blank.

spouse or household member who by operation of this provision cannot maintain their own separate coverage shall be required to sell back their own individual coverages under the buy-back for singles.

ARTICLE XX

TERMINATION

A. This Agreement shall be effective as of the 1st day of July, 2009 and shall remain in full force and effect until the 30th day of June, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in

the preceding paragraph. IN WITNESS WHEREOF, the parties hereto
affix their hands and seal this 22nd day of October , 2009.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

BY: 

LOCAL UNION NO. 2300

SEAL

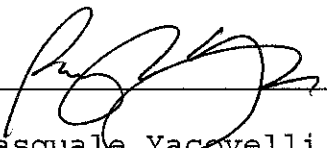
BY: 

Roland Williams, President

THE TOWNSHIP OF PENNSAUKEN BOARD
OF EDUCATION

BY: 

Charley Carey, President


Pasquale Yacovelli, Board Secretary

SEAL

APPENDIX 'A'

1. Rates of pay for employees in the Collective Bargaining Unit shall be as set forth in the schedules below.
2. Movement through contract years shall be horizontal across the guide, provided that employees shall proceed to the next numbered step only if they have actually worked more than one day plus half of the work days in a year, not including sick days, vacation, a leave of absence, etc.

2 A(1).

Maintenance Division Salary Guide

	YEAR 1		YEAR 2		YEAR 3
	2009-10		2010-11		2011-12
				A1	33,474
		A1	33,024	A2	34,759
A1	32,524	A2	34,238	A3	35,973
A2	33,685	A3	35,399	A4	37,134
A3	34,995	A4	36,709	A5	38,444
A4	36,285	A5	37,999	A6	39,734
A5	37,580	A6	39,294	A7	41,029
A6	38,890	A7	40,604	A8	42,339
A7	40,340	A8	42,054	A9	43,789
A8	41,790	A9	43,504	A10	45,239
A9	43,552	A10	45,266	A11	47,001
A10	44,700	A11	46,414	A12	48,149
A11	46,160	A12	47,874	A13	49,609
A12	47,610	A13	49,324	A14	51,059
A13	49,060	A14	50,774	A15	52,509
A14	50,522	A15	52,236	A16	53,971
A15	52,278	A16	53,992	A17	55,727
A16	53,434	A17	55,148	A18	56,883
A17	55,090	A18	56,804	A19	58,539

- 2 A (2). Maintenance employees will go or move to the next step provided they have the skills and abilities required. Following that, tests to be devised and monitored equally by representative of the employer and Local 2300 will increase an employees rate by 50 cents (\$.50) per hour for each skill (maximum of four skills) they are qualified in area of skill to be determined.

2 B (1).

Grounds and Warehouse Division Salary Guide

	YEAR 1 2009-10		YEAR 2 2010-11		YEAR 3 2011-12
				B1	28,474
		B1	28,024	B2	29,759
B1	27,524	B2	29,238	B3	30,973
B2	28,685	B3	30,399	B4	32,134
B3	29,995	B4	31,709	B5	33,444
B4	31,285	B5	32,999	B6	34,734
B5	32,595	B6	34,309	B7	36,044
B6	33,890	B7	35,604	B8	37,339
B7	35,510	B8	37,224	B9	38,959
B8	37,130	B9	38,844	B10	40,579
B9	40,370	B10	42,084	B11	43,819
B10	41,680	B11	43,394	B12	45,129
B11	41,990	B12	43,704	B13	45,439
B12	43,610	B13	45,324	B14	47,059
B13	45,230	B14	46,944	B15	48,679
B14	46,850	B15	48,564	B16	50,299
B15	48,470	B16	50,184	B17	51,919
B16	50,090	B17	51,804	B18	53,539
B17	51,770	B18	53,484	B19	55,219

2 B (2). In the event that a Grounds and Warehouse Division employee is assigned and perform at least 7 ½ hours of maintenance work reserved to Class "A" in a work week, he shall be paid at the "A" rate for all Class "A" hours worked in a work week (this requires the ability to work independently on Class "A" work and does not include acting as a helper to a Class "A" employee). If less than 7 ½ hours of Class "A" work is performed the employee shall be paid their regular rate.

2 C (1).

Regular Custodial Division Salary Guide

	2009-10 YEAR 1		2010-11 YEAR 2		2011-12 YEAR 3
				C1	26,474
		C1	26,024	C2	27,759
C1	25,524	C2	27,238	C3	28,973
C2	26,685	C3	28,399	C4	30,134
C3	27,995	C4	29,709	C5	31,444
C4	29,285	C5	30,999	C6	32,734
C5	30,580	C6	32,294	C7	34,029
C6	31,890	C7	33,604	C8	35,339
C7	32,990	C8	34,704	C9	36,439
C8	34,090	C9	35,804	C10	37,539
C9	35,190	C10	36,904	C11	38,639
C10	38,205	C11	39,919	C12	41,654
C11	39,170	C12	40,884	C13	42,619
C12	40,132	C13	41,846	C14	43,581
C13	41,096	C14	42,810	C15	44,545
C14	42,060	C15	43,774	C16	45,509
C15	43,025	C16	44,739	C17	46,474
C16	43,990	C17	45,704	C18	47,439

Other 'C' Division Positions Guide

C-10 month	26,994	C-10 month	28,708	C-10 month	30,443
CS	51,390	CS	53,104	CS	54,839

3. Stipends, Longevity:

- A. Full time employees who have been in the bargaining unit for the requisite years set forth below shall receive the corresponding pay in addition to his or her regular base rate set forth above. Said payments shall be paid in the employee's bi-weekly salary in equal portions so long as the person is actively employed. Said equal amounts shall commence the first pay period after July 1st following the employee's threshold anniversary as set forth below:
- B. Upon completion of five (5) years of continuous employment in the unit and continuing through ten (10) years thereof - \$285.00;
- C. Upon completion of ten (10) years of continuous employment in the unit and through fifteen (15) years thereof - \$345.00;
- D. Upon completion of fifteen (15) years continuous employment in the unit and through twenty (20) years thereof - \$385.00;
- E. Upon completion of twenty (20) years or more of continuous employment - \$ 435.00;
- F. Black Seal License: An employee who has obtained a Black Seal License shall receive an increase of \$300.00 over his yearly salary. With an additional \$300.00 if employee is an operator. All Maintenance employees with a Black Seal License will get \$600.00. Black Seal License payments shall be made two (2) times per year - first payment in the thirteenth (13th) paycheck and the final payment in the twenty-sixth (26th) paycheck of the fiscal year.
- G. In the Board's discretion the work performed by foreperson and stipends listed below may be removed from the unit. However, except scheduled custodial work where a scheduled employee fails to show up for work, supervisors may not be used so as to permanently replace the use of a unit employee who shows up for work.
- H. Forepersons shall receive an additional 1,500.00/year stipend, divided equally and paid during each pay period in which they serve in that position.
- I. Direct deposit of paychecks will be made available to all employees and shall be mandatory for all employees hired after January 1, 2010.

Once ratified: note ratification dates at bottom and attach this to back of Current Agreement:

Contract Amendment

The AFSCME LOCAL 2300 and the PENNSAUKEN BOARD OF EDUCATION hereby agree to the following by way of Amendment to the Current collective negotiations agreement between them:

Extension and Compensation Deferral

Currently the above are parties to a Collective Bargaining Agreement which provides for certain increases for the fiscal (& School Years) of 2010-2011, and 2011-2012 and expires on June 30, 2012

In exchange for the union and their bargaining unit membership agreeing to defer all increases due under the contract and in compensation due in 2010-2011 the Board of Education agrees to extend the agreement one year to ultimately allow for the already negotiated increases to eventually come into effect. This will mean that no increases of any kind due under this agreement or by practice shall be given for the 2010-2011 contract year. However, the Board hereby agrees to pay the increases and amounts originally due for 2010-2011 (but hereby deferred) in the contract year of 2011-2012, and to pay the originally contracted increases and amounts for 2011-2012 in the following additional extension year of 2012-2013.

The parties hereby agree that this amendment once ratified by a vote of both parties immediately effectuates a one-year extension of the current contract so that the effect of this amendment is that the current agreement will now expire June 30, 2013.

This agreement is hereby entered into and agreed to this 19th day of ~~March~~^{April}, 2010.

Contingent Agreement

This Memorandum of Tentative Agreement is without any legal or binding effect unless and until ratified by the membership of the constituent bodies represented by each of the negotiating teams below. However, all below hereby agree and bind themselves to affirmatively recommend and to take all action necessary to work for the approval of this memorandum by their respective constituent bodies.

For the Board of Education

For the Union

