

Contract no. 1589  
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LIBRARY  
INSTITUTE OF MANAGEMENT  
ADMINISTRATIVE SERVICES  
OCT 8 1992  
RUTGERS UNIVERSITY

**AGREEMENT**  
**between the**  
**BOARD OF EDUCATION**  
**and**  
**GLOUCESTER TOWNSHIP**  
**SCHOOL SERVICES**  
**PERSONNEL ASSOCIATION**

July 1, 1991 to June 30, 1994

**DRAFT**

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*will be corrected  
on final copy*

## **PREAMBLE**

The Gloucester Township Board of Education, Blackwood, Camden County, New Jersey, hereinafter known as the "Board," and the Gloucester Township School Services Personnel Association, N.J.E.A. hereinafter known as the "Association," hereby agree as follows:

## **ARTICLE I**

### **RECOGNITION**

- A. The Board recognizes the Association as the sole and exclusive representative of the employees in the following classifications: bus drivers, mechanics, cafeteria aides, teaching aides, non-confidential or administrative secretarial and clerical position, maintenance, custodial and cafeteria personnel, preventive maintenance repairmen, inventory control clerks, delivery clerks, and matrons; and the parties agree that the following classifications are excluded from the bargaining unit - all supervisors, executive secretaries, administrative secretaries and PBX operators.
- B. Unless otherwise indicated, the term "employee" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined, and references to male employees shall include female employees.

**ARTICLE II**  
**NEGOTIATIONS OF A**  
**SUCCESSOR AGREEMENT**

- A. The parties agree that they will enter into negotiation on a successor agreement to this contract or negotiation of reopener provisions in this contract by October 1st, prior to the budget submission date of the Board of Education that is enumerated in the State Statutes Public laws and Chapter 123 as amended.
- B. This agreement shall not be notified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.
- C. The Board agrees not to negotiate concerning employees in the bargaining unit as defined in Article I of this agreement, with any organization other than the Association for the duration of this agreement.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

- A. **Definitions -**
  - 1. A "grievance" is an allegation by an employee or the Association that there has been a misinterpretation, misapplication or violation of any of the specific provision of this agreement or a specific school district personnel policy.
  - 2. An "aggrieved Person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

**B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level equitable solutions to problems. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employment having a grievance to discuss the matter informally with his immediate superior, provided the adjustment is not inconsistent with the terms of the Agreement.

**C. Procedure**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a

party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

**3. Level One**

An employee with a grievance shall first discuss it with his immediate superior or, if the immediate superior is not available, with the Assistant Superintendent for non-instructional personnel, and, if the Assistant Superintendent is not available, with the Personnel Director of the school district; with the objective of resolving the matter informally. A grievance must be filed within thirty (30) days of its occurrence or within thirty (30) days of the date a grievance would reasonably have been known to occur. However, if this is not resolved, the employee may request assistance from the Association to resolve his grievance at this level. All parties agreed that all grievances processed under this procedure will be processed on the forms agreed to and provided by the parties. Any grievance not processed on the forms agreed to by the parties will be dismissed.

**4. Level Two**

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within 5 school days after the presentation of the grievance, he/she - or the

Association - must submit the grievance in writing within six (6) school days to the Superintendent of Schools.

**5. Level Three**

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she or the Association may submit in writing the grievance to the Board of Education within five (5) school days after a decision by the Superintendent or 15 school days after the grievance was delivered. The Board of Education will review the grievance in caucus with the person and/or representatives from the Association. At Level Three, following the review of the grievance, the Board shall set forth in writing its decision and the reason(s) therefore within thirty (30) days from the date of submission of the grievance to the Board.

**6 Level Four**

(a) If the aggrieved person determines that the grievance is not satisfied, the grievance may be submitted to arbitration within fifteen (15) school days by the aggrieved person or GTSSPA Committee if so requested.

(b) Within ten (10) days after such written notice of

submission to arbitration, the Board and the aggrieved person and/or the GTSSPA Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain such a commitment within the specified period. A request for a list of Arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- (c) The arbitrator so selected shall confer with the representatives of the Board and the aggrieved person and/or the GTSSPA Committee and hold hearings promptly and shall issue his decision. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board, the aggrieved person and the Association and shall be final and binding on the parties.
- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the



cost of the hearing room shall be borne equally by the Board and the Association when mutually agreed upon to submit to arbitration. However, each party shall bear the expense of its own witnesses and counsel. If not mutually agreed upon the cost as defined above shall be borne by the moving party for the first five (5) grievance. After that, the expenses, as defined, would be equally shared.

**D. Miscellaneous**

1. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

**ARTICLE IV**

**EMPLOYEE RIGHTS**

- A. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, as amended, or other laws of New Jersey or the Constitutions of New Jersey and the United States.
- B. No employee shall be disciplined, reduced in rank or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.

- C. Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him during such meeting or interview.

#### **ARTICLE V**

#### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the GTSSPA and the Board Education to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss of pay.
- C. Representatives of the Association, The New Jersey Education Association, shall be permitted to transact official Association business on school property provided

that this shall not interfere with or interrupt normal school operations. Said representatives shall make the Superintendent or appropriate non-instructional supervisor aware of their presence in the building.

- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon application for use of buildings through the Superintendent of Schools.
- E. The Association shall have, in each school building, the exclusive use of a specified area on a bulletin board. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin Boards shall be signed by an officer or senior representative of the GTSSPA, given to the Building Administrator, and approval shall be required.
- F. The Association shall have the right to use the inter-school communications as it deems necessary and upon approval of the Superintendent of Schools.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization.
- H. The Association shall have the right to contact the vendor to obtain expendable office supplies and other materials from the Board's suppliers at the price paid by the Board.

**ARTICLE VI**

**WORKYEAR**

- A. The work year for 10 months employees shall be defined as follows:

Bus Drivers	181 days
Cafeteria Helper	180 days
Cafeteria Manager & Assistant	182 days
Teacher Aides	180 days
Secretaries (10 month)	200 days
Secretaries (12 month)	244 days

- B. Twelve month employees shall serve on a contractual basis from July 1 through June 30 of the succeeding school year.

**ARTICLE VII**

**WORK HOURS**

- A. The working week shall consist of five (5) consecutive workdays and a preestablished work schedule except in cases involving the Janitorial or Custodial forces which have been in practice before the date of this contract. The workday shall consist of eight (8) of any twenty-four (24) hours in a preestablished work schedule.
- B. Work schedules showing the employee's shifts, workdays and hours shall be posted on applicable department bulletin boards. Except for emergencies, changes will be posted two (2) days in advance.
- C. All ten-month employees interested in working between school years may file a written statement of such desire with the Personal Office prior to June 1, of each year. This

statement must include the type of position desired and any additional information deemed necessary for consideration for such position. Employment consideration will be given on the basis of skill and ability as determined by the Board of Education. Applicants filing a written statement for summer work will be notified of appropriate openings and the results of employment after final decisions are made.

#### **ARTICLE VIII**

##### **OVERTIME**

- A. Time and one-half of the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:
1. For any work performed in excess of forty (40) hours in any work week.
  2. When employees are asked to return after the termination of the regular work day, the employee shall be paid time and a half for a full hour for any part of an hour worked.
- B. The Board will attempt to equalize overtime between the employees at the site where work is being performed. The board will require the performance of overtime work by employees in the bargaining unit when the performance of such work is deemed necessary by the Board or its designated supervisors. Bus drivers who report to work for assigned extra runs that are subsequently cancelled will receive payment for two hours of work.

**ARTICLE IX**

**HOLIDAYS AND VACATIONS**

- A. Employees will observe fourteen (14) holidays for twelve (12) month year and ten (10) holidays for a ten (10) month year. The schedule of paid holidays below may be observed under this contract. Ten (10) month contractual employees will not be paid for the holidays on Independence Day, Labor Day, Day after Thanksgiving and Martin Luther King Day.

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Election Day	Good Friday
Thanksgiving Day	Easter Monday
Day After Thanksgiving	Memorial Day

- B. Vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately proceeding the employee's vacation period. Vacations shall be scheduled and granted for periods of time requested by the employee, subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority, as it relates to total years of service with the district, shall be given his choice of vacation periods in the event of any conflict in

selection. No vacation time will be approved during peak periods of school operation. All vacations will be granted in accordance with the existing personnel policy on vacations.

All twelve (12) month contractual personnel shall be entitled to the following vacation allowances:

**Employed**

9 to 12 months	1 week vacation
13 to 60 months	2 weeks vacation
61 to 180 months	1 additional day for every 12 months
121 to 240 months	1 additional day for every 24 months

- C. During the term of the agreement, the Board of Education may decide to include Election Day as part of the employees' scheduled work year. Should the Board of Education exercise this right, representatives of the GTSSPA and administration shall meet prior to the beginning of the next school year, to mutually determine the day to be exchanged for this holiday.

**ARTICLE X**

**EMPLOYMENT PROCEDURES**

- A. Employees shall be notified of their contract and salary status for the ensuing year not later than April 30, as long as contract negotiations and the school budget have been finalized by that date.

## ARTICLE XI

### SENIORITY/ASSIGNMENTS

- A. A regular full-time employee's seniority shall date from his most recent starting date of full-time employment within the bargaining unit described in Article I. Criteria for determining seniority shall be the following:
1. Date of contract
  2. First day of work
  3. Application date
  4. Coin toss
- B. Seniority shall only be applicable as one factor in question regarding job assignments, transfer, and promotions. The other factors that will be given primary consideration are skill, ability, experience and training. If all of these factors are equal, the seniority will be controlling. The determination as to the equity of the factors will be made by the Board of Education or its designee.
- C. All regular full-time employees shall serve a probationary period of thirty (30) workdays uninterrupted by any type of service break, during which time they will be termed "probationary employees." At the end of thirty (30) days probationary employment or by the next Board of Education meeting, the employee shall be hired as a contracted employee or shall be terminated. Probationary employees service with Board may be terminated at any time by the Board in its sole discretion and neither the employees who were terminated nor the Association shall have recourse to the grievance procedure over such termination. During the probationary period an employee shall not be eligible for



employee benefits. After an employee has successfully completed his probationary period of employment, he shall become a contracted employee in the job classification to which he is assigned. The employee's seniority shall date from the first full contracted day of work within the classification. School bus drivers who are assigned to a specific route for a 30 day period and are subsequently bumped from that route package to another as a result of seniority selection, will not be required to serve an additional probation period prior to being offered a contract for that new route(s).

- D. Seniority shall be applicable as a factor along with skill, ability, work record and physical fitness in layoffs and recalls. Seniority rights shall prevail in cases of layoff and recall where the employee's experience, ability, training and work record at the discretion of the Board are equal; provided that when all other factors are equal, seniority shall be the determining factor. All employees will be laid off in inverse order of hiring date. The hiring date will refer to the date of first service in the classification.
- E. By October 1st of the work year, a seniority roster covering all employees in each department that are members of this bargaining unit will be posted on the appropriate bulletin boards in each work area. A copy of the seniority roster will be given to the Gloucester Township School Service Personnel Association on the same day.

- F1. Prior to the assignment of bus drivers to routes for the coming school year, each employee in the transportation department will be provided the opportunity to make requests for routes that they would like to have on a seniority basis. The Board of Education will consider these requests but reserves the right to final assignment. The Board agrees to assign the maximum number of contract hours on a seniority basis.
- F2. Summer Work - Prior to the end of the school year in June drivers will have the opportunity to sign up for summer work. When work becomes available it will be offered by seniority on a rotating basis to those drivers who have expressed interest.
- G. Extra (non-contracted) runs shall be offered to volunteer drivers on an equitable rotating basis. Two special volunteer lists shall exist; one for Monday through Friday, and another for weekends and holidays. Drivers interested in volunteering for either list shall inform the Township Board's designated agents in writing. Drivers may add themselves or remove themselves from the list in the same manner only twice per school year, but may turn down an assignment on occasion with no penalty other than loss of that turn on the rotating seniority listing used to make assignments.

If a volunteer is not available from the lists, the Board has the right to assign a driver from the appropriate

volunteer list to complete a run. Such involuntary assignments shall be rotated on an equitable basis among all the drivers on the appropriate volunteer lists. If unable to fill a run from the volunteer list, the Board shall have the right to assign any driver to the run including one not on any volunteer list regardless of any other provision of the Agreement between the Township Board and the Township Service Personnel Association. Such assignments shall be rotated on a seniority basis.

If a driver is taken out of turn on the rotating volunteer list by the Board, that run shall be considered as their next turn on the list. A compensated cancellation also shall count as a turn on the rotating volunteer list.

- H. When prior approval has been granted by the Transportation Coordinator for trips on weekends and other school closing dates which exceed five hours and which cross the lunch or dinner hour, drivers shall be entitled to reimbursement of meal costs up to a maximum of \$3.50 for lunch and \$7.50 for dinner, upon submission of the appropriate voucher and receipts shall not be reimbursable unless unusual or mitigating circumstances exist for which the Transportation Coordinator may exercise discretion to grant an exception.
- I. The Township Board reserves the right to establish contracted runs for fewer than 180 days per year. Payments for such runs shall include only the total number of days worked. When such runs are included in a drivers package of runs or posted for the driver preferences process, an

estimate of the number of days the route will operate shall be shown. The estimated number of days for the run shall be the basis for determining the driver's annual contracted salary, but the number of days shall be subject to increase or decrease according to the actual number of days the run will be needed. The Driver's salary shall be altered according to the actual number of days the run operates.

## ARTICLE XII

### SALARIES

#### A. Salary

Effective 7-1-91 - 8.75% increase, inclusive of increments

7-1-92 - 5.5% increase, inclusive of increments

1-1-93 - 2.5% increase, inclusive of increments

Effective 7-1-94 - wage reopener

Guides to be mutually developed.

#### B. Employees may elect to have a ten percent (10%) portion of their monthly salary deducted from their pay under the payroll deduction plan. These funds will be entered into the **official depository of the Board of Education** at the going interest rate for that period of time. Employees may elect to withdraw at any time all or any part of their savings.

#### C. Up to fifteen (15) custodial employees will receive a \$450.00 stipend maintaining and having in their possession, a State Certified Black Seal Fireman's and Boiler Operator's License. This stipend will be paid annually. The number of positions available will be limited in the future to 1 per

building plus 2 maintenance staff. This will be accomplished through attrition. No one presently receiving this stipend will lose it.

D. Employees will be reimbursed up to the amount currently charged the Board by the School Doctor for physical examinations that are required by the Board.

E. Shift differentials shall be as follow:

2nd - 4%                      3rd - 6%

F. When any employee is requested to temporarily assume the duties of a Head Custodian or Cafeteria Manager due to their absence from work, the employee will receive a differential adjustment in addition to their regular contracted salary.

G. The Board shall reimburse every employee who receive a CDL certificate \$35.00. This shall apply only one time per employee.

#### **ARTICLE XIII**

#### **VOLUNTARY TRANSFERS**

#### **AND REASSIGNMENTS**

A. When the work year is in progress, a notice shall be posted in each work area on the central office bulletin board as far in advance as practical and no less than five (5) work days before the application must be submitted. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Personnel Director within the time limit specified in the notice, and the Personnel Director shall acknowledge promptly in writing the receipt of all such applications.

- B. Employees who desire to apply for transfer opportunities which may be filled during the summer period when the school is not regularly in session shall submit their names to the Personnel Director, together with the position or positions for which they desire to apply, and an address where they can be reached during the summer. The Personnel Department shall notify such employees of any vacancy in a position for which they desire to apply. Such notice shall be before the application must be submitted. In addition, the Personnel Department shall, within the same time period, post a list of promotional positions to be filled during the summer period at the central office bulletin board and in each work area.
- C. If the notice is posted by the Board of Education, it shall contain description of the position, the necessary qualifications, the duties and the approximate rate of compensation, where applicable, if any change in any of the above occurs, this shall be posted and the Association shall receive a copy of the posting.
- D. All employees interested in the transfer opportunity must submit their application according to the time limit specified in the posted notice. Once the time limit has elapsed, no additional applications will be considered. The Board and Personnel Department will give due consideration to the skill and ability of each employee to perform the work, the seniority of the employee within the district and within the department, if applicable, and any other relevant factors. Each employee applicant that is not selected

shall, upon request, have an opportunity to discuss the matter with the Personnel Department. Appointments shall be made as soon as possible after the notice is posted in the schools' work locations or the notice is received by the interested parties.

- E. If a position created that requires the performance of additional duties, the Board of Education shall determine the allocation of such position, giving consideration in assignment of such position to employees in the bargaining unit who have the necessary skill ability and sufficient seniority, before outside persons are considered.

#### **ARTICLE XIV**

#### **INVOLUNTARY TRANSFERS**

#### **AND REASSIGNMENTS**

- A. Notice of an involuntary transfer or reassignment shall be given the employees as soon as practical, and, except in cases of emergency, not later than April 30th of each work year.
- B. When an involuntary transfer or reassignment is necessary, an employee's skill and ability to perform the work, length of service in the Gloucester Township School District and other relevant factors shall be considered in determining which employee is to be transferred or reassigned.
- C. Involuntary transfer or reassignment shall be made only after a meeting between the employee involved and his or her immediate supervisor, at which time the employee shall be notified of the reasons for the transfer. In the event that

an employee objects to the transfer or reassignment at this meeting, upon the request of the employee the Superintendent shall meet with the employee. The employee may at his or her option, have an Association representative present at such meeting.

- D. A list of open positions in the school district will be made available to all employees being involuntarily transferred or reassigned. Such employees may request the assignment in order of preference to which they desire to be transferred. An employee's transfer request will be considered in light of the employee's skill and ability to perform the work, seniority within the district and any existing or available seniority within the department to which the employee wishes to be transferred. Employees being involuntarily transferred or reassigned will receive all seniority and bumping rights under this agreement. These employees will not receive a reduction in rank or in total compensation during an involuntary reassignment or transfer except for reasons of just and reasonable cause.

#### **ARTICLE XV**

#### **PROMOTIONS**

- A. Promotional opportunities shall be adequately publicized by the Superintendent in accordance with this article.
1. When the work year is in progress, a notice shall be posted in each work area on the central office bulletin board as far in advance as practical and no less than five (5) workdays before the application must be submitted. A copy of said notice shall be given to the



association at the time of posting. Employees who desire to apply for such vacancies shall submit the applications in writing to the Personnel Director within the time limit specified in the notice and the Personnel Director shall acknowledge promptly in writing the receipt of all such applications.

2. Employees who desire to apply for promotional opportunities which may be filled during the summer period when the school is not regularly in session shall submit their names to the Personnel Director, together with the position or positions for which they desire to apply, and an address where they can be reached during the summer. The Personnel Department shall notify such employees of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, but not less than five (5) days before the application must be submitted. In addition, the Personnel Department shall, within the same time period, post a list of promotional positions to be filled during the summer period at the central office bulletin board and in each work area.

B. If a notice is posted by the Board of Education, it shall contain a description of the position, the necessary qualifications, the duties and the approximate rate of compensation, where applicable. If any change in any of the above occurs, this shall be posted and the Association shall receive a copy of the posting.

- C. All employees interested in the promotional opportunity must submit their application according to the time limit specified in the posted notice. Once the time limit has elapsed, no additional applications will be considered. The Board and Personnel Department will give due consideration to the skill and ability of each employee to perform the work, the seniority of the employee within the district and within the district and within the department, if applicable, and any other relevant factors. Each employee applicant that is not selected shall upon request, have an opportunity to discuss the matter with the Personnel Department. Appointments shall be made as soon as possible after the notice is posted in the schools' work locations or the notice is received by the interested parties.
- D. If a position is created that requires the performance of additional duties, the Board of Education shall determine the allocation of such position, giving consideration in assignment of such position to employees in the bargaining unit who have the necessary skill and ability and sufficient seniority, before outside persons are considered.

#### **ARTICLE XVI**

##### **EMPLOYEE EVALUATION**

- A. All employees covered by this agreement will be subject to the employee evaluation procedures of the school district.
- B. All employees will receive copies of the evaluations completed by their supervisors. If an employee wishes to discuss his evaluation, the employee should contact his or her immediate supervisor and arrange a conference within ten (10) days after the conference is requested by the employee involved.

**ARTICLE XVII**

**EMPLOYEE ADMINISTRATION LIAISON**

- A. The Association's representatives shall meet with the Superintendent periodically during the year to review and discuss current problems and practices of mutual interest in the administration of this agreement.
- B. The committee that meets with the Superintendent shall consist of up to four (4) members of the bargaining unit.
- C.
  - 1. A Rules and Regulations committee will be established to discuss and clarify those issues which are specifically related to the transportation department.
  - 2. This committee will be comprised of the Assistant Super., Transportation Coordinators and Personnel Director, and no more than four representatives from the GTSSPA.

**ARTICLE XVIII**

**SICK LEAVE**

- A. Employees shall be given a written accounting of accumulated sick leave no later than September 30th of each school year.
- B. All employees shall accrue sick days per month for each month worked. Employees on a ten (10) month contract shall have ten (10) sick days per year. Employees on a twelve (12) month contract shall have twelve (12) sick days per year. Sick days shall be credited based on months of service.

**ARTICLE XIX**

**SAFETY COMMITTEE**

- A. The Board and the Association will appoint a two (2) member

safety committee, which will consist of one (1) Association appointed member and one (1) Board appointed member. This committee shall review periodically all working conditions in the district to ensure that no unsafe or hazardous conditions exist.

- B. If this committee finds any unsafe or hazardous conditions, these conditions shall be immediately reported to the Superintendent. The Association will be notified of the Superintendent's determinations and recommendations on these matters.

#### **ARTICLE XX**

##### **DUES DEDUCTION**

- A. The Board agrees to deduct from the salaries of its employees dues for the Gloucester Township School Service Personnel Association, the New Jersey Education Association and the National Education Association. Such deduction shall be made in compliance with Chapter 233. New Jersey Public Laws of 1969, (NJSA 52:14-1459E) and under rules established by the State Department of Education.
- B. If there is any change in the amount of dues to be collected, the Association must notify the Board sixty (60) days before the additional dues is to be implemented.
- C. The Association shall indemnify and hold the Board harmless against any and all claims, suits, orders or judgements brought or issued against the Board as a result of any action taken or not taken by the Board regarding dues deduction authorization cards or automatic payroll deduction cards submitted by the Association.

## ARTICLE XXI

### BULLETIN BOARDS

- A. The Board agrees to provide bulletin board space which may be used by the Association for the following notices:
1. Notices of Association meetings.
  2. Notices of Association elections and the result where they pertain to the Board employees.
  3. Notices of Association recreational and social events.
  4. Notices concerning union affairs which are not political or controversial in nature.
- B. It is agreed that all notices prior to being posted shall be presented to the Superintendent's office for his or her approval.

## ARTICLE XXII

### TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year except as provided in Section A-4 of this article:
1. All employees shall be granted personal leave not to exceed three (3) days per year with full pay for urgent reasons.
    - a. Two (2) personal days shall be granted to the applicant and the applicant shall not be required to state the reason for taking such leave on that one day.
    - b. A third day will be granted for occupational leave upon application and approval of the Superintendent. The occupational day must be used

for visitation of other schools, seminar attendance at a program that will increase the skill or knowledge of the employee requesting the day. The Superintendent must give approval to the employee for the utilization of this day and the Superintendent must approve in advance any expenses that will be submitted for reimbursement by the employee if they would be incurred by the Superintendent's approval of this occupational day.

- c. Any application for a "personal day" must be submitted two (2) school days prior to the day requested except in the event of an unforeseeable emergency. In cases of unforeseeable emergencies, the employee shall contact the Superintendent as soon as the employee becomes aware of unforeseeable emergency.
2. Personal days will not be granted the day before or the day after a holiday, the beginning day or ending day of school in each school year.
3. Personal leave shall not be used for purposes of pleasure, recreation, or job interviews.
4. Personal days not used during the contract year will be added to the accumulated sick leave time for the next year. Occupational leave day shall not be accumulated.
- 5a. Bereavement leave will be granted without deduction for

up to five (5) weekdays, excluding holidays, in a case of death within the immediate family. The immediate family shall be defined as the employee's parents, step-parents, spouse, children, step-children, and other persons residing as a member of the household of the employee, also legally adopted members of the family. An allowance of up to three (3) weekdays, excluding holidays, shall be granted to attend the funeral of any of the following: brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law.

- 5b. It is understood that days taken under the bereavement provision of the contract will be taken concurrent with the funeral activities unless permission is received from the Superintendent to do otherwise.
6. Time necessary for persons called into temporary active duty of any unit of the United States Reserves or of the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session, shall be provided by the Board. An employee shall be paid his or her regular pay in addition to any pay which he or she receives from the state or federal government. Proof of service must be submitted to the Superintendent to verify the temporary active duty of the employee.
7. Other types of leave, with pay or without pay, may be granted by the Superintendent at his discretion for good reason.

## ARTICLE XXIII

### EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay shall be granted to any employee who is inducted or enlisted in any branch of the armed forces of the United States for a period of said induction or initial enlistment.
- B. The Board shall grant maternity leave of absence without pay to any employee upon request in accordance with the following provisions:
  - 1. The employee shall notify the Board within (30) days of medical confirmation of pregnancy of the anticipated date of birth.
  - 2. The employee shall be allowed to continue normal work activities as long as she is physically able to do so. If the Board believes that the employee's work performance has noticeably declined because of her physical condition or capacity, the Board may remove the employee from her duties if:
    - a. The employee cannot produce certification from her physician stating that she is medically able to continue work, or
    - b. The Board's chief medical officer and the employee's physician agree that she cannot continue her work assignments, or
    - c. Following a difference of medical opinion between the Board's chief medical officer and the employee's physician, the Board may request expert consultation in which case the two (2) physicians



shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue work.

- d. If an employee's physician certifies that she is medically able to continue work and the Board in good faith relies upon this certification and the employee suffers injury during work activities which causes some type of medical harm to her pregnancy because the employee desired to continue to work and the Board accepted and relied upon her physicians statement of fitness, the Board shall be released from all liability for such work-related injuries.
3. Any request for maternity leave shall include the date when such leave shall be expected to conclude. The leave granted will conclude on that date unless at the discretion of the Board an additional reasonable period of time is granted upon the employee's request for reasons associated with the pregnancy, the birth or for other proper cause.
4. In the case of termination of pregnancy for any reason other than normal birth, the employee shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon a receipt of medical certification by the employee's physician of physical fitness to return

to work. The employee will be returned to her position as soon as that position or a position of a similar type is available.

5. All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the option of the employee, be charges to her available sick leave.
  6. (a) In the case of a non-tenured employee, the Board will not be required to grant or extend the leave of absence beyond the end of the school year in which the leave commenced.  
  
(b) In the case of a tenured employee, she may request and the Board shall agree that she return to work after the year in which the leave begins. She may return at the beginning of any of the three (3) school years following commencement of the leave provided notice is given to the Board at least four (4) months prior to the date of return.
- C. A leave of absence without pay of up to one year shall be granted for the purpose of caring for a member of the tenured employee's immediate family. Immediate family is defined the same in this clause as it was in the bereavement leave clause. Additional leave may be granted at the discretion of the Board upon presentation of proper and valid reasons by the employee.
- D. Other leaves of absences without pay may be granted by the Board for good reason.

- E. Family leave shall be in accordance with the law.
- F. All benefits to which an employee was entitled at the time his or her leave of absence commences, including unused accumulated sick leave shall be restored to the employee upon return of the employee to work status and the employee shall be assigned to the same position or a relatively equivalent position to the one which the employee held at the time said leave commenced.
- G. All extensions or renewals of leave shall be applied for and granted in writing and shall be in accordance with the Board policy and the timeliness of such requests.
- H. Nothing in this article shall be construed to give a non-tenured employee tenure.

#### **ARTICLE XXIV**

##### **SEPARABILITY AND SAVINGS**

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

#### **ARTICLE XXV**

##### **PRINTING OF AGREEMENT**

Copies of this agreement shall be printed at the expense of the Board and the Association and costs shall be equally shared. The Board and the Association shall first reach agreement on the format of the final printed document within thirty (30) days

after the agreement is signed. The agreement shall be presented by the Personnel Director to all employees now employed or hereafter employed by the school district.

#### **ARTICLE XXVI**

##### **NOTICE TO PARTIES**

Whenever any notice is required to be given by either of the parties to this agreement to the other pursuant to the provision(s) of this agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association to the Board -

Office of the Superintendent of Schools  
17 Erial Road, Blenheim, R.D. #1 - Box 440G  
Blackwood, New Jersey 08012

2. If by the Board to the Association -

Gloucester Township School Services Personnel  
Association  
17 Erial Road, Blenheim, R.D. #1 - Box 440G  
Blackwood, New Jersey 08012

#### **ARTICLE XXVII**

##### **WORK CONTINUITY**

- A. The Association agrees that for the life of this contract there shall be no strike, slowdown, sick-out or other similar concerted action, the result of which is a concerted effort or an individual effort by an employee's or group of employees' services from the Board. There shall also be no individual action, the purpose of which is to induce any employee to engage in the activities prohibited above.
- B. The Association agrees that it will immediately take all necessary steps to terminate any strikes or other concerted activities as noted above and that the Association will condemn such activities.

- C. The Board agrees that for the life of this agreement there will be no lockout of employees or the Association.

#### **ARTICLE XXVII**

#### **MANAGEMENT RIGHTS**

- A. All of the powers, rights, prerogative, duties, responsibilities and authority that the Board had prior to the signing of this agreement are retained by the Board except those contained in this agreement and only to the extent that they are specifically modified by this agreement, and are not contrary to public policy, nor any law of the State of New Jersey.
- B. The Board shall retain the unrestricted right to:
1. Direct the work of its employees.
  2. Hire, promote, demote, transfer, assign and retain employees in positions within the school district.
  3. **With just cause and after a meeting with the Superintendent, an employee may be suspended by the Board, without pay, from his/her duties. Such action shall be subject to the grievance procedure consistent with N.J.S.A. 34: 13a-1 et seq.**
  4. Suspend or discharge employees for reasonable cause.
  5. Maintain the efficiency of school district operations.
  6. Relieve employees from duties because of lack of work or for other legitimate reasons.
  7. Take actions as may be necessary to carry out the mission of the school district in emergencies.
  8. Determine the methods, means, and personnel by which

school district operations are to be carried on.

#### **ARTICLE XXIX**

##### **FULLY-BARGAINED PROVISION**

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

#### **ARTICLE XXX**

##### **INSURANCE PROTECTION**

- A. The Board will pay the full cost for the N.J. State Health Benefits Program or another plan with equal or better coverage for employees and their dependents. Dependents will be defined by the carrier in the State Health Benefits Plan.
- B. Income Protection insurance may be selected by the employee as a fringe benefit when he/she has Medical/Surgical Insurance coverage **paid for by other than the Board of Education** and agrees to the stipulations for participation in the plan as established by the carrier. The Board of Education shall pay the premium for Income Protection as provided by the Washington National Insurance Company up to the cost of Class III, Plan I.
- C. **The Board of Education will pay for the full cost of a prescription program for the employees and their dependents as defined in Section A. During the term of this agreement**

the co-pays for medicines shall be \$4.00 for brand names and \$2.00 for generics.

- D. The Board of Education will provide the employees and their dependents with a dental program subject to the limitations of the following schedule of benefits:

**EMPLOYEE COVERAGE:**

100% R&C for Basic Preventive/Diagnostic Benefits  
85% R&C for Basic Therapy/Treatment Benefits  
85% R&C for Periodontics Benefits  
85% R&C for Oral Surgery Benefits  
50% R&C for Prosthodontics  
50% R&C for Inlay/Crown Benefits

**DEPENDENT COVERAGE:**

50% services as listed above

**ARTICLE XXXI**

**TERMINATION PAY**

Termination pay is to be paid upon an employee's retirement at the rate of one-half of the substitutes rate, accumulated sick leave up to 125 days but with a 25 minimum. An employee must be fifty-five years of age and have ten years of service in the district, except those employees who are hired at age fifty-five or older who will receive payment for any days accumulated up to 125 days but will not be subject to any years of service requirement.

**ARTICLE XXXII**

**EMPLOYEE UNIFORM PROGRAM**

The uniform program begun in the previous contracts will be conducted for the duration of this agreement for the cafeteria, custodial and maintenance departments. Employees will be given \$200.00 each year towards the purchase of uniforms. The Board of

Education will instruct the employees as to the proper uniform to be purchased and worn by the staff in the above mentioned departments.

#### **ARTICLE XXXIII**

##### **AGENCY SHOP**

**A. Purpose of Fee -**

If an employee does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representative fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. The Association will provide the Board with a copy of the procedures for the demand and return system.

**B. Amount of Fee -**

**1. Notification -**

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

**2. Legal Maximum -**



In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representative fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representative fee has been set at 85%.

C. Deduction and Transmission of Fee -

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representative fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

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

- (a) After receipt of the afore said list by the Board; or
- (b) 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 or was on layoff, in which event the deductions will begin with the first payroll period 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 representative fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

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

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and such changes will be reflected in any deductions

made no more than the next payroll period after the Board received said notices.

6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- (a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) The Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

#### **ARTICLE XXXIV**

##### **DURATION**

The terms of this agreement shall be in effect beginning July 1, 1991, to June 30, 1994. Salaries for July 1, 1993 to June 30, 1994 shall be subject to a reopening of negotiations.