

Board Office

2015

A G R E E M E N T

between the

EGG HARBOR CITY EDUCATION ASSOCIATION

and the

EGG HARBOR CITY BOARD OF EDUCATION

---

July 1, 1991, through June 30, 1993

---

prepared by:

**ROCCO CARRI ASSOCIATES, INC.**

62-B OXFORD VILLAGE  
PLEASANTVILLE, N.J. 08232

609-641-9424  
FAX 609-645-1299

TABLE OF CONTENTS

<u>Article Number</u>	<u>Title</u>	<u>Page</u>
	Preamble	1
I	Recognition	1
II	Negotiation Procedure	2
III	Grievance Procedure	2
IV	Employee Rights	8
V	Employee Facilities	8
VI	Association Rights	9
VII	Employee Benefit Program	10
VIII	Posting of Vacancies	11
IX	Deductions from Salaries	12
X	Work Year / Work Hours	13
XI	Teaching hours and Teaching Load	15
XII	Teacher Evaluation	15
XIII	Complaint Procedure Regarding Professional Staff	16
XIV	Fair Dismissal Procedure for Professional Staff	18
XV	Paid Leave	19
XVI	Unpaid Leaves of Absence for Professional Staff	23
XVII	Tuition Reimbursement for Professional Staff	25
XVIII	Vacations and Holidays for Support Staff	26
XIX	Employment Procedures for Support Staff	26
XX	Miscellaneous	27
XXI	Duration	27

1.

PREAMBLE

This Agreement entered into this 10th day of December, 1991, by and between the Board of Education of the City of Egg Harbor City School District, in the County of Atlantic, New Jersey, hereinafter called the "Board," and the Egg Harbor City Education Association, hereinafter called the Association.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all full-time and part time employees working twenty (20) or more hours per week, employed by the Board, whether under contract or on leave, including:

Classroom Teachers, Librarian(s), Nurse(s), Learning Disabilities Specialist(s), and similar ten (10) month professional positions requiring certification;

Secretaries to Building Principals and the Secretary to the Child Study Team;

and, Custodial/Maintenance Staff.

Psychologist, administrative, supervisory, confidential, and all other employee classifications not listed as included are excluded from this bargaining unit.

B. The following definitions shall apply:

"Employee(s)" shall refer to all employees represented by the Association in the Negotiation Unit as defined in Section A of this Article, and references to male employees shall also include female employees.

"Teacher" shall refer to all certificated professional employees.

"Support Staff" shall refer to secretaries and custodial/maintenance employees.

"Principal's Secretary" shall refer to a person employed in that specific position classification.

"Custodial/Maintenance Staff or Personnel" shall refer to employees assigned to clean and/or maintain building(s) and/or grounds.

ARTICLE II

NEGOTIATING PROCEDURE

- A. Negotiations shall commence in accordance with the rules and regulations established by P.E.R.C.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association upon reasonable request, all information which is in the public domain.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.
- D. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.
- E. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. All changes in existing benefits shall first be negotiated with the Association. Benefits are herein defined as those substantive matters which are mutually understood for at least three (3) years.
- F. If mutually agreed between the parties to this Agreement, employees will be provided release time for meetings, negotiations, conferences, etc., relating to this Agreement.
- G. The cost of duplicating copies of this Agreement will be borne by the Board of Education. In addition, the Board shall provide fifteen (15) additional copies to the Association.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, or policies or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

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

B. Purpose

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

C. Procedure

1. Time Limits

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. Year-end Grievance

In the event a grievance, if 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. The number of days reduction shall be reasonable and shall be mutually agreed upon.

3. Level One - Principal or Immediate Supervisor

The grievant must file, in writing, within twenty (20) school days of the event. This is not to preclude an employee with a grievance from first discussing it with his principal or immediate supervisor with the objective of resolving the matter informally, provided the discussion(s) take(s) place within the 20-day filing limit specified above.

4. Level Two - Superintendent

If the aggrieved is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days of the filing at Level One, he may file the grievance with the Superintendent within ten (10) school days following the Level One decision or lack thereof. The Superintendent will have ten (10) school days after receipt of such grievance in which to respond.

5. Level Three - Board of Education

If the Association or individual is not in agreement with the Superintendent's decision, or if no decision is rendered within the specified time limits, the grievance may be presented to the Board of Education, in writing, within five (5) school/work days of the Superintendent's decision or lack thereof. The Board of Education shall hear the grievance within thirty (30) calendar days of its presentation.

6. Level Four - Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within twenty-five (25) calendar days after the grievance was delivered to the Board of Education, he may, within five (5) school days after a decision by the Board of Education, or thirty (30) calendar days after the grievance was delivered to the Board, whichever is sooner, and if the Association determines that the

grievance is meritorious, submit the grievance to arbitration with simultaneous notice to the Board.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain such a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to P.E.R.C. by either party. The parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall issue his decision not later than twenty (20) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. 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 violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

e. 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. Any other expenses incurred shall be paid by the party incurring same.

7. Provided none of the terms of this Agreement have been violated, the following shall not be arbitrable:

a. Failure to offer subsequent appointment to a non-tenured employee and the termination of services of a teacher.

b. Appointment to, or lack of appointment to, retention in, or lack of retention in, any position for which tenure is not possible or not required.

c. Any matter other than those covered in this Agreement which is covered by statute or by any law or regulation having the force and effect of law, including any matter subject to the procedures specified in New Jersey Statutes Title 18A.

D. Rights of Employees to Representation

1. Employee and Association

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

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievances

If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.

2. Written Decisions

All decisions shall be in writing setting forth the decision and the reason(s) therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three shall be in accordance with the procedures

set forth in Section C, paragraph 6. c of this Article.

3. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.

## ARTICLE IV

8.

### EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws of 1968, as amended, the Board hereby agrees that every employee of the Board shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization, or to refrain from any such activity.
- B. Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- C. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the employees, and to no other organizations.
- D. The Board agrees that there shall continue to be no discrimination, and that all practices, procedures and policies of the school system shall continue to exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status and age. The only grievances that may go to arbitration under this paragraph are those alleging discrimination with respect to terms and conditions of employment.
- E. Alleged violations of Paragraph A of this Article may be appealed before the Public Employment Relations Commission and shall not be arbitrable under Article III of this Agreement.
- F. Both parties to this Agreement understand and agree that necessary criticism of an employee should take place in private if conditions allow.
- G. Whenever any employee is required to appear before the Board of Education for a disciplinary matter, the employee shall be notified in writing of such requirement and the reasons for such requirement and the time and place of the meeting, and shall be entitled to be accompanied by a representative of his/her choice.

## ARTICLE V

### EMPLOYEE FACILITIES

Upon request of the Association, a vending machine will be allowed in each employees' lounge. The Association accepts full responsibility for the cleanliness of the area utilized

for the above machines.

The Board will provide a telephone line in each employees' lounge. The line will be in the name of the Association. The Board will pay the monthly base rate only for such line. The Association shall be responsible for any billing amount or charges above the monthly base rate.

## ARTICLE VI

### ASSOCIATION RIGHTS

#### A. Meetings

The Association shall be provided use of a meeting room for legal Association business provided same is requested in advance. Location of the meeting room shall be designated by the school administration. Utilization of this school area shall not conflict with other scheduled meetings, classes, or student activities, and shall entail no cost to the Board.

#### B. Equipment

The Association shall be entitled to reasonable use of a school typewriter, mimeo machine, and audio-visual equipment, provided the administration is notified in advance by the Association representative and provided such use shall not interfere with normal school and/or business operations.

#### C. Bulletin Boards

The Board of Education shall provide bulletin boards for Association use. Such bulletin boards shall be located in the employee lounge or such other appropriate location.

#### D. Mail Facilities

The Association shall be allowed reasonable use of school mail boxes. A copy of items to be mailed shall be provided, in advance, to the building administrator for his approval. If the administrator disapproves of the item(s) to be mailed, then the item(s) must be enclosed in a sealed envelope in order to be sent through the school mail facilities.

#### E. Liaison Council

The Association shall select an Employee Council which shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.

ARTICLE VII

EMPLOYEE BENEFIT PROGRAM

A. Health Insurance

1. The Board shall continue payment of New Jersey Health Benefits Insurance Coverage for each employee and eligible dependents.
2. In the event an employee elects not to participate in Health Benefits Program described in Paragraph 1, such employee may select the following option.
  - a. The Board will provide, at no cost to the employee, the Washington National Disability Insurance Plan 1 with Class D or E coverage, as selected by the employee. Such coverage would be effective for a one-year period commencing at the termination of coverage under the Health Benefits Program. An employee may re-elect this option each new re-opener period.

It is understood that the above option (A-2-a) rests solely with the employee and is for a period of one year, contingent upon submission of proof that the employee has alternate health insurance coverage.

B. Prescription Plan (effective Jan. 1, 1992)

The Board shall provide, at no expense to the employee, a two dollar (\$2.00) co-pay family prescription plan. This will be the Blue Cross Prescription Plan or a Plan to be mutually agreed upon.

C. Dental Plan

A dental plan, to be mutually agreed upon by Association and Board of Education, shall be provided for each employee and will include family coverage. The cost for the employees' coverage shall be borne by the Board. The additional cost for dependent coverage shall be borne by the Board for the duration of this Agreement, but such costs for dependents only shall be capped at the premium rate being paid at the expiration of this Agreement, June 30, 1993.

D. Optical Reimbursement Plan

For employees who have earned tenure as of June 30, 1991, and for custodial staff members who have completed at least three years of district service as of June 30, 1991: The Board will provide reimbursement up to a total of \$200.00 to each employee during the life of this Agreement for optical services. For any employee acquiring tenure,

or any custodian completing their third year of employment during the life of this Agreement, they shall be entitled to the prorated balance against the remaining years of the contract.

For all staff who have not earned tenure as of June 30, 1991, and for all custodial staff members who have not completed three years of district service as of June 30, 1991: The Board will provide reimbursement up to \$100.00 per employee per year and unused entitlement(s) shall not accumulate and shall not be available for use in a subsequent year.

There funds are for reimbursement of optical expenses for the employee and his/her family which are not reimbursable under other insurances under this Article.

E. Descriptions

The Board shall provide to each employee a description of the health care insurances provided under this Article not later than September 30 of each school year. Such description shall include a description of conditions and limits of coverages.

ARTICLE VIII

POSTING OF VACANCIES

- A. All known vacancies or new positions shall be posted in the principal's office and in the employees' lounge at least ten (10) school days prior to the closing date for applications, in order to allow employees who may be interested in applying for such positions the opportunity to apply. In the event that it is impossible for the administration to comply with the ten (10) day posting period, it shall post the jobs for the longest period possible given its staffing needs.
- B. Employees desiring consideration for transfers to vacancies that arise during the summer shall notify the Superintendent in writing during the month of June. The administration will notify these employees of any vacancies that arise during the summer so that they might apply.

ARTICLE IXDEDUCTIONS FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees dues for the Egg Harbor City Education Association, the Atlantic County Council of Education Associations, the New Jersey Education Association, and the National Education Association, as said employee individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9e, and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Egg Harbor City Education Association by the fifteenth (15th) of each monthly pay period in which deductions are made. The Association shall disburse such monies to the appropriate association or associations. Employee authorizations shall be made in writing.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Additional authorization for dues deductions may be received after August 1 under rules established by the State Department of Education.
4. Any written authorization for dues deductions may be withdrawn by the employee at any time by the filing of notice of such withdrawal with the Board. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.
5. The Board agrees to establish a savings plan through payroll deduction with an accredited institution selected by the Association. The amount of the deduction shall be a flat dollar amount, and not a percentage amount. Applications may be made upon initial employment, or by September 15 and January 15 of each year, and members may cease their deductions at only these same points in the year. Deductions shall begin no later than the second pay period following the closing date for applications.

ARTICLE X

WORK YEAR / WORK HOURS

A. Professional Staff

1. The in-school work year for teachers shall be one hundred eighty (180) teaching days, and one (1) day immediately preceding the teaching days. In addition, teachers may be required to attend two (2) in-service day workshops not to exceed five (5) work hours within the confines of a normal day. In addition, teachers will attend two (2) one hour meetings per month. Said meetings are not to go beyond the hour of 4:00 p.m. There shall be a ten (10) day written notice given for each meeting, and an agenda for each meeting shall be provided prior to noon on the day of the meeting.
2. Parent Conferences: There shall be one (1) early dismissal day in the fall and one (1) in the spring for afternoon parent conferences. In addition, there will be two parent conference evenings in the fall and one parent conference evening in the spring. A parent conference evening shall be in addition to the teachers' regular workday and shall not exceed two and one-half (2½) hours in length. Should district-wide afternoon parent conferences be scheduled beyond 4:00 p.m. to 4:15 p.m., compensatory time shall be granted. Such time shall be arranged between the Superintendent of Schools and the Association President.
3. Teachers employed effective 7/1/88 and thereafter may be required to work an additional three (3) days beyond the 183 day indicated in Section A-1 of this Article during the first two full years of employment.

B. Support Staff

1. Work year - Twelve Month Employees:
  - a. The work year for twelve month employees shall be July 1 through June 30.
  - b. The workweek shall be Monday through Friday.
  - c. Twelve month secretaries shall work same calendar as that worked by teachers from 1st day of teachers attendance until last day of teacher attendance.

C. Work Hours

1. Secretaries

- a. Twelve month secretaries shall work eight (8) hours per day, inclusive of a one (1) hour lunch.
- b. From July 1st to August 31st, clerical staff shall work six and one-half ( $6\frac{1}{2}$ ) hours per day, inclusive of a one (1) hour lunch.

2. Custodians

- a. Custodians shall work the following schedules:

Day Shift - Eight (8) hours per day, exclusive of a one (1) hour lunch.

Night Shift - Eight (8) hours per day, inclusive of a one-half ( $\frac{1}{2}$ ) hour meal break.

- b. From the day after the last required day of teacher attendance through the day prior to the first required day of teacher attendance, custodians shall work seven (7) hours per day, exclusive of a one-half ( $\frac{1}{2}$ ) hour lunch.

D. Overtime

Any employee working in excess of forty (40) hours per week shall be compensated overtime for all hours in excess of forty (40) at one and one-half ( $1\frac{1}{2}$ ) times their normal hourly rate.

E. Call Back

Any employee who is called into work at times other than

his/her regularly scheduled work hours, shall be guaranteed a minimum of two (2) hours pay at the overtime rate. This minimum guarantee provision shall not be applicable if the time is contiguous to an employee's regular work schedule.

#### ARTICLE XI

##### TEACHING HOURS AND TEACHING LOAD

- A. Classroom teachers, in addition to their lunch period, shall have two hundred (200) minutes per week of preparation time, where practical. Such time shall be scheduled in not less than thirty (30) minute blocks on at least four (4) days per week. If such preparation time is denied, then the teacher shall be compensated pro rata at the rate paid to per diem substitutes.
- B. Effective 1988-1989, the student day shall be increased by fifteen (15) minutes to five (5) hours and forty-five (45) minutes. The teachers work day shall start ten (10) minutes before the start of the student day and shall end thirty (30) minutes after the end of the student day.
- C. The dismissal time for students shall be in accordance with a half-day schedule on the first day of required student attendance, but staff shall work a full day on this day. The dismissal time for staff shall be in accordance with a half-day schedule on the final school day before the Thanksgiving and Christmas vacations and on the final day of student attendance.
- D. Any teacher losing normal lunch period due to assigned student supervision in an emergency situation shall receive compensatory time at a time mutually agreed upon between the teacher and principal.

#### ARTICLE XII

##### TEACHER EVALUATION

- A. There shall be a minimum of one (1) evaluation per year for all tenured teachers, and a minimum of three (3) evaluations per year for all non-tenured teachers employed for the full school year.
- B. Each evaluation shall consist of a classroom observation by a supervisor, a written evaluation report, and a conference between the supervisor and the teacher to discuss the report. The written evaluation report will be provided to the teacher at least one (1) day prior to the evaluation conference. The conference shall occur no later than

five (5) days after the observation. Both parties shall sign the written evaluation report and retain a copy for their files. Signing of the evaluation by the teacher does not signify agreement. It indicates that the teacher has acknowledged receipt of such report. No such report will be placed in the teacher's file prior to the evaluation conference.

- C. Teachers shall have the right to submit a written disclaimer of the evaluation report within ten (10) days of the conference, and such disclaimer shall be attached to all copies of the evaluation report.
- D. For all non-tenured teachers employed or re-employed as of September 15 of each school year, at least one evaluation shall occur by December 1, and the third shall be completed by April 15. For all non-tenured teachers employed after September 15 of the school year, the schedule of evaluations shall be determined by the administration based on the proportion of the school year employed. For all tenured teachers, one evaluation shall be completed by June 1.

### ARTICLE XIII

#### COMPLAINT PROCEDURE REGARDING PROFESSIONAL STAFF

##### A. Procedural Requirement

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence evaluation of an employee shall be processed according to the procedure outlined below.

##### B. Meeting with the Principal or Immediate Superior

The principal or immediate superior shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

##### C. Right to Representation

The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

##### D. Procedure

Step 1 - In the event a complaint is unresolved to the satisfaction of all parties, the employee may request

a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2 - Any complaint unresolved under Step 1, at the request of the employee or the complainant, shall be reviewed by the Building Principal or counterpart supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3 - Any complaint unresolved at Step 2 may be submitted in writing by the complainant or the employee to the Building Principal or counterpart supervisor, who shall forthwith forward a copy to the Superintendent or his designee and the complainant.

Step 4 - Upon receipt of the written complaint, the Superintendent or his designee shall confer with all parties. The employee shall have the right to be present at all meetings of the Superintendent or his designee and the complainant.

Step 5 - If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the employee, he shall forward the results of his investigation, along with his recommendations, in writing, to the Board of Education and a copy to all parties concerned.

Step 6 - After receipt of the findings and recommendations of the Superintendent or his designee, and before action thereon, the Board of Education shall afford the parties the opportunity to meet with the Board of Education and show cause why the recommendations of the Superintendent or his designee should not be followed. Copies of the action taken by the Board of Education shall be forwarded to all parties.

Step 7 - Any complaint unresolved under Step 6 may be submitted by the employee to the grievance procedure as set forth in Article III of this Agreement and shall commence at Level 3.

- E. A copy of the report(s) from the complaint shall be placed in the employee's personal file.

ARTICLE XIVFAIR DISMISSAL PROCEDURE FOR PROFESSIONAL STAFFA. Notification of Status1. Date

On or before April 30 of each year, the Board of Education shall give to each non-tenured teacher continuously employed since the preceding September 30 either:

- a. A written offer of a contract for employment for the next succeeding year providing at least the same terms and conditions of employment, but with such benefits as may be required by law or agreement between the Board and the Association, or
- b. A written notice that such employment shall not be offered.

B. Failure to Comply

Should the Board fail to give a non-tenured teacher either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered within the time and in the manner provided by this Article, the Board shall have deemed to have offered to that teacher continued employment for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

C. Notification of Intention to Return

If the teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue the employment of the teacher.

D. Notification of Position

Teachers will be notified of a change in their position for the following year by May 30. Any changes necessary after this time will be communicated to the teacher concerned as soon as known.

ARTICLE XVPAID LEAVEA. Sick Leave1. Professional Staff:

- a. Transfer from other districts: The Board shall grant a maximum of twenty-five (25) days sick leave transfer credit in addition to the annual sick leave provided below to any teacher employed for 1977-78 and thereafter.
- b. There shall be ten (10) accumulative sick leave days in any one school year for full-time teachers.
- c. Nothing in this Agreement precludes bona fide sick leave utilization in accordance with 18A:30-1 et seq., nor shall any employee be precluded from returning to work because of such illness (including illness related to childbirth).

2. Support Staff

Ten (10) month employees shall be entitled to ten (10) days of sick leave per work year. Twelve (12) month employees shall be entitled to twelve (12) days of sick leave per work year. New hires shall receive one (1) sick day per full month remaining in the work year as of the day of work, such total number of days to be available immediately. Unused sick leave shall accumulate from year to year.

3. All Employees

- a. The Secretary of the Board of Education shall inform each employee by individual written notice of their accumulated sick days. This shall be done at the beginning of each school year, and no later than September 30. Individual employees shall receive updates on their available sick leave during the school year upon request.
- b. Payment for unused sick leave shall be made by the Board to the retiring employees with ten (10) or more years of service in the district provided:
  1. The effective date of retirement is after the last student day in one year and before the first student day in the following year.
  2. The employee submits a non-revocable notice of intention to retire by the first day of January immediately preceding the effective date of retirement.

At the request of the employee and only in the event of very extenuating circumstances, the Board may, but shall not be required to, waive the "summer effective date" and the "January 1 notification date" requirement.

3. The amount of compensation for each accumulated and unused sick leave day shall be in accord with the following:

<u>Accumulated and Unused Days</u>	<u>1991-1992</u>	<u>1992-1993</u>
0 to 50 accumulated days	\$ 0 per day	\$ 0 per day
51 to 100 accumulated days	\$20 " "	\$25 " "
101 to 150 accumulated days	\$25 " "	\$30 " "
151 or more accumulated days	\$30 " "	\$35 " "

The maximum payment for accumulated and unused sick leave that a retiring employee may receive shall not exceed \$5,000 for a retirement during the summer break in 1992 and shall not exceed \$5,500 for a retirement effective during the summer break of 1993 and thereafter.

B. Other Types of Leave - All Employees

1. Personal

- a. With the approval of the Superintendent, an employee may be granted for personal reasons other than personal illness, two (2) days of absence from regularly scheduled duties within the annual school calendar as approved by the Board of Education. These two (2) days of absence, when approved, shall be granted without loss of salary. Any days not utilized by an employee in one (1) year of a contract shall not be carried over to the next year. This refers to personal leave only. Notice, in writing, shall be submitted one (1) week in advance, except in emergency. No personal day(s) shall be granted before or after a holiday, except in an emergency.
- b. In appreciation of their efforts to schedule personal business outside of school hours, the Board shall pay to each teacher an amount equal to one and one-half ( $1\frac{1}{2}$ ) times the current rate of pay for degreed substitute teachers for each personal day not used by the end of each school year. Such payment shall apply to support staff, also, at the rate equal to one-half ( $\frac{1}{2}$ ) the employee's per diem rate of pay for each personal day not used by the end of each school year. For all employees, this applies only to the two (2) personal

days available under Section B-1-a of this Article. Payment shall be made as soon as possible after the close of the school year.

## 2. Additional Personal Leave

With the approval of the Superintendent, an employee may be granted one (1) additional day of leave with pay after he has used the days provided in Section B-1-a of this Article. This additional day of personal leave is subject to the following provisions:

- a. Personal leave shall be limited to urgent legal, family, or personal matters which necessitate the employee's absence on a workday. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of work hours.
- b. Requests for personal leave shall be filed with the Superintendent at least five (5) school days in advance of the contemplated absence, except in cases of emergency, in which case the employee shall file the request as soon as the need for the leave is known. The employee shall state the reason for the request and explain the necessity for the matter to be handled during work hours.
- c. The additional personal day shall not be granted on days immediately preceding or following a holiday or a scheduled school recess.
- d. The Superintendent, or his designee, shall review each application and approve or disapprove the request. If disapproved, the reason for the disapproval shall be stated.
- e. In an emergency, the Superintendent or his designee, upon being informed by the employee of the nature of the emergency, may waive all restrictions and authorize an emergency personal day, if satisfied that the restrictions in c. above impose an undue hardship.

## 3. Death in the Immediate Family

An employee will be granted, with his option as to number, up to five (5) days of absence without loss of salary due to death in the employee's immediate family. Such bereavement days include, if appropriate, holidays and other days when school is closed, but

do not include weekends. "Immediate family" shall be defined as mother, father, child, spouse, brother and sister. In addition, with employee option as to number, up to two (2) days shall be granted for death of a grandparent or grandchild, and in-laws, and one (1) day for death of another close relative. Additional time may be granted at the sole discretion of the Superintendent.

4. Illness in the family

Up to three (3) days leave of absence, per year, shall be granted in the event of illness in an employee's immediate family, as defined above. Such day(s), as applied to teachers, shall be paid at the employee's per diem rate minus the cost of a N.J. teacher-certified substitute. Such day(s), as applied to support staff, shall be paid at the employee's per diem rate minus the cost of a substitute. Such day(s) shall be available only after the employee has taken at least one of the general personal days available under Section B-1-a of this Article.

5. Professional Leaves (teachers only)

Upon prior approval of the Superintendent, leaves of absence, with pay, may be granted for the purpose of visiting other schools or attending meetings of an educational nature.

6. Jury Duty Leave

Employees shall be granted jury duty leave with pay. To be eligible for pay, the employee shall write to the court authorities requesting to be excused or to have the jury duty postponed to a time when school is not in session. Employees shall submit a copy of the summons as well as a copy of the employee's letter to the court authorities seeking excuse from jury duty to the Superintendent to be eligible for full pay in addition to jury duty pay should such employee(s) still be required to serve. Employees on approved jury duty leave shall be entitled to full pay in addition to their jury duty pay.

ARTICLE XVIUNPAID LEAVES OF ABSENCE FOR PROFESSIONAL STAFFA. Child Rearing

1. Child rearing leave, without pay, shall be granted to an employee with a child less than six (6) months of age provided application is made in writing at least sixty (60) days prior to the beginning of such leave. Such leave shall not exceed a period of twenty-four (24) months.
2. Child rearing leave shall commence on the 1st or the 15th of the month requested by the employee.
3. Notice that an employee intends to return to active duty must be made no later than April 1 of the prior school year for a September 1 return or sixty (60) days prior to a January 1 return. Any other return date may be granted if such return is by mutual agreement between the employee and the Superintendent, shall be effective for the 1st day of any month, and sufficient advance notice is given, as determined by the Superintendent.
4. Personnel returning from a child rearing leave may be restored to the exact same position, subject area, and grade level vacated at the commencement of such leave. Such determination resides solely with the Board.
5. Personnel returning from a child rearing leave shall be placed on the latest salary guide with employees of equal training and experience. No experience credit will be granted for the period of such leave unless ninety (90) or more days have been worked in the year in which the leave was granted.
6. Any employee adopting an infant child up to one (1) year of age shall receive similar leave which shall commence upon receiving de facto custody of said infant or earlier if necessary to fulfill the requirements of adoption. All the above procedures shall apply where applicable.
7. The Board need not grant child rearing leave to a non-tenured teacher beyond the contract year in which the leave is obtained.

B. Fringe Benefits

The employee on child rearing leave shall pay his/her share of fringe benefits.

C. Good Cause

Other leaves of absence, without pay, may be granted by the Board for good reason.

D. Military Leave

Military leave shall be granted to an employee in accordance with the mandates of statute.

E. Extended Personal Leave

1. An extended leave for personal reasons, without pay, shall be granted to a maximum of two (2) employees per year, provided application is made in writing no later than June 1 preceding the requested commencement of the leave. Such leaves shall be for a period of one (1) school year (September 1 through June 30).
2. To be eligible for such leave, an employee must have been employed for at least seven (7) consecutive years (inclusive of any Board approved leave) in the Egg Harbor City Schools. To be eligible for a second such leave, the employee must be employed for an additional seven (7) years, inclusive of other approved leaves, but inclusive of leave under this Section.
3. In the event more than two (2) employees request such leave, extended personal leave shall be granted based upon total length of service.
4. Extended personal leave shall be granted for the following reasons:
  - a. Service in a public office and/or campaign for such service for the applicant or another person.
  - b. Outside teaching in a college, university or other public school
  - c. Engaging in activities of the Association or its affiliates.
  - d. Other personal reasons.
5. The employee on leave shall not be entitled to any benefits provided by this Agreement except as expressly provided for by this Article and by law.

6. All benefits to which an employee was entitled at the time his/her leave commenced, including unused accumulated sick leave and credits toward any other leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to a position within his/her area of certification. Credit for advancement on the salary guide shall not be earned while the employee is on leave.

## ARTICLE XVII

### TUITION REIMBURSEMENT FOR PROFESSIONAL STAFF

- A. Employees shall be reimbursed one-half ( $\frac{1}{2}$ ) the cost of each graduate course up to a maximum of two (2) courses per year per employee based upon the Glassboro State College credit rate hour.
- B. In order to be eligible for course reimbursement and receive salary guide credit, the teacher must:
  1. Submit district course approval form and course description to the Superintendent for approval.
  2. Submit to the Superintendent a copy of grade report/transcript with a grade of "B" or better and a copy of the course tuition bill.
  3. Teachers submitting proof of having attained sufficient credit for lateral movement on the salary guide (e.g., BA to BA+15) shall be placed, retroactively, if necessary, on the appropriate column of the salary guide on September 1 or February 1 following the semester in which the necessary credits for advancement were attained, provided that:
    - a. the teacher submitted to the Superintendent by December 15 of the previous school year a notice of intent to advance on the salary guide in the coming school year; and
    - b. the teacher submitted the Superintendent, by September 15 or February 15 of the lateral movement year, an official course transcript indicating the necessary credits for such movements.
  4. If the requirements and time lines of B-3-a and B-3-b of this Article are not fulfilled, the teacher shall be placed on the appropriate column of the guide on September 1 of the following school year.
  5. All necessary forms shall be available in the main office of each school building.

ARTICLE XVIIIVACATIONS AND HOLIDAYS FOR SUPPORT STAFFA. Holidays

All twelve (12) month custodial employees shall receive thirteen (13) holidays with pay. These holidays shall be as follows:

- |                           |                                  |
|---------------------------|----------------------------------|
| 1. Independence Day       | 8. Martin Luther King's Birthday |
| 2. Labor Day              | 9. Presidents' Day               |
| 3. Thanksgiving Day       | 10. Good Friday                  |
| 4. Day after Thanksgiving | 11. Easter Monday                |
| 5. December 24            | 12. Memorial Day                 |
| 6. December 25            | 13. Veterans' Day                |
| 7. January 1              |                                  |

In the event that a holiday falls on a Saturday, Sunday, or a student day, the administration shall designate an alternate holiday.

B. Vacation

All twelve (12) month employees shall be entitled to the following vacation days, with pay, per year:

- |                                    |                 |
|------------------------------------|-----------------|
| Upon completion of one (1) year    | 5 working days  |
| Upon completion of two (2) years   | 10 working days |
| Upon completion of three (3) years | 10 working days |
| Upon completion of six (6) years   | 15 working days |
| Upon completion of eight (8) years | 20 working days |

ARTICLE XIXEMPLOYMENT PROCEDURES FOR SUPPORT STAFF

- A. All custodians newly employed may be required to complete a probationary period of up to sixty (60) calendar days, during which the Board retains the right to terminate at will. Any such termination shall not be subject to the grievance procedure.
- B. Upon completion of the probationary period, custodians will be issued an employment contract.
- C. No employee shall be disciplined or discharged without just cause. This provision shall not pertain to non-renewal of a non-tenured employee's contract.

ARTICLE XX

MISCELLANEOUS

No pupil grade or evaluation shall be changed without opportunity for prior consultation with the teacher.

ARTICLE XXI

DURATION

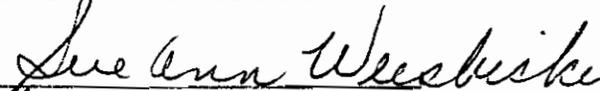
- A. This Agreement shall be effective as of July 1, 1991, except as herein provided, and shall continue in effect until June 30, 1993, subject to the Association's right to begin negotiations for a successor Agreement in accordance with Article II of the Agreement.
- B. In witness thereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and their Corporate seals to be placed thereon.

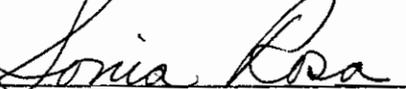
EGG HARBOR CITY  
BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

EGG HARBOR CITY  
EDUCATION ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

SCHEDULE A-1 - JULY, 1991

<u>Step</u>	<u>BA</u>	
A	24,350	- Add \$300 to BA Step for BA+15.
B	24,910	- Add \$800 to BA Step for MA.
C	25,506	
D	26,204	- The 1991-92 salary for all teachers who were on or above STEP Q during the 1990-91 school year shall be \$3,080 above BA STEP Q. Add \$300 for BA+15. Add \$800 for MA.
E	26,875	
F	27,699	
G	28,670	- All teachers with 18 or more years of service in the district shall receive an additional \$400.
H	29,503	
I	30,336	
J	31,203	- <u>For July, 1991 guide only:</u> Any teacher who, in the 1991-92 year, was moved the increment step pending settlement, and then found that step to be more than the settlement step, shall continue at the original increment movement salary.
K	32,071	
L	33,316	
M	34,051	
N	35,013	
O	36,193	
P	37,747	
Q	39,092	

SCHEDULE A-2 - JANUARY, 1992

<u>Step</u>	<u>BA</u>	
A	25,081	
B	25,657	
C	26,271	
D	26,990	
E	27,681	- Add \$300 to BA Step for BA+15
F	28,530	- Add \$800 to BA Step for MA
G	29,530	
H	30,388	- Add \$1,265 to all teachers currently receiving Super Max (Q+). Add \$300 for BA+15.
I	31,246	Add \$800 for MA
J	32,139	
K	33,033	
L	34,315	
M	35,073	
N	36,063	
O	37,279	
P	38,879	
Q	40,265	

SCHEDULE A-3 - JULY, 1992

<u>Step</u>	<u>BA</u>	
A	26,322	
B	26,962	- Add \$400 to BA Step for BA+15
C	27,537	
D	28,197	- Add \$1,000 to BA Step for MA
E	28,970	
F	29,713	- The 1992-93 salary for all teachers who were on or above STEP Q during the 1991-92 school year shall be \$3,324 above the BA STEP Q. For identification purposes, this shall be called a BA Supermaximum. Add \$400 to BA Supermaximum for BA+15 Supermaximum. Add \$1,000 to BA Supermaximum for MA Supermaximum.
G	30,626	
H	31,701	
I	32,623	
J	33,545	
K	34,505	
L	35,466	
M	36,845	- All teachers with 18 or more years of service in the district shall receive an additional \$400.
N	37,659	
O	38,724	
P	40,031	
Q	41,751	

SCHEDULE A-4 - EXTRA-CURRICULAR ACTIVITIESSummer Work and Homebound Instruction:

1991-92: \$18.50 per hour

1992-93: \$20.00 per hour

Intramurals and Coaching:

1991-92: \$1,200.00 per year

1992-93: \$1,300.00 per year

Safety:

1991-92: \$350.00 per year

1992-93: \$375.00 per year

SCHEDULE B - CUSTODIAL AND MAINTENANCE STAFF WAGES

<u>Step</u>	<u>JULY 1991</u>	<u>JAN. 1992</u>	<u>JULY 1992</u>
1	15,542	16,008	16,709
2	16,042	16,523	17,209
3	16,595	17,093	17,762
4	17,158	17,673	18,375
5	17,793	18,326	18,998
6	18,384	18,936	19,700
7	19,391	19,973	20,355
8	20,271	20,879	21,471

SUPER MAXIMUM

The July, 1991, salary for any custodial who was on or above STEP 8 in the 1990-91 school year shall be \$1,889 above the July, 1991, STEP 8.

The January, 1992, salary for any custodian who was on or above STEP 8 in the 1990-91 school year shall be \$1,946 above the January, 1992, STEP 8

The July, 1992 salary for any custodian who was on or above STEP 8 in the 1991-92 school year shall be \$3,066 above the July, 1992 STEP 8.

SCHEDULE C - SECRETARIAL STAFF WAGES - 12 MONTH

<u>Step</u>	<u>JULY 1991</u>	<u>JAN. 1992</u>	<u>JULY 1992</u>
1	16,059	16,540	17,209
2	16,575	17,071	17,780
3	17,090	17,602	18,351
4	17,606	18,134	18,922
5	18,121	18,665	19,494
6	18,637	19,196	20,065
7	19,152	19,727	20,636
8	19,667	20,257	21,207

Super Maximum: Any Secretary who is off guide as of July 1, 1991, shall be paid at a rate which is 6% greater than his/her last salary.

Any Secretary who is off guide as of February, 1991, shall be paid at a rate which is 3% greater than his/her last salary.

Any Secretary who is off guide as of July, 1992, shall be paid at a rate which is 7½% greater than his/her last salary.

Longevity: The salary rate for the one Secretary who has more than 20 years of service in the district as of July 1, 1991, shall be increased as follows: In July of 1991, \$1,472 above current salary (current salary is \$24,541); in January of 1992, \$780 above current salary (current salary is \$26,013); in July of 1992, \$2,009 above current salary (current salary is \$26,793). The provisions of this paragraph apply to the one aforementioned secretary only.

Ten Month Secretaries: Should the Board hire ten month secretaries, the salary rate shall correspond to the twelve month secretary rate divided by 1.2.