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4-3173

AGREEMENT

BETWEEN THE

UPPER TOWNSHIP SUPPORTIVE STAFF EDUCATION ASSOCIATION

AND THE

UPPER TOWNSHIP BOARD OF EDUCATION

(L. ...)

FROM

JULY 1, 1985 to JUNE 30, 1987

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PRINCIPLES

- A) This agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Article I attached hereto and made a part thereof.
- B) The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this agreement shall be superseded and replaced by this agreement. Nothing in this agreement which changes pre-existing policy, rules, or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE I

RECOGNITION

- A) Unit - The board hereby recognizes the association as the exclusive and sole representative for collective negotiations concerning grievances and terms, and conditions of employment for supportive staff personnel, including all regular (full and part-time) bus drivers, custodians, maintenance personnel and cafeteria workers on approved leave, or on annual basis, employed or when employed by the board, excluding the transportation coordinator.
- B) Definition of Employees - Unless otherwise indicated, the term "employee," when used herein in this agreement, shall refer to all employees represented by the association in the negotiating unit as above defined, and references to employees shall include male and female employees.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A) Policy Change - Consistent with Chapter 123, P.L. of N.J., 1974, the board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this agreement and contained herein.
- B) No later than October 1, in each year of this agreement, the parties agree to initiate negotiations for a successor agreement in accordance with the procedure set forth herein in good faith effort on both sides to reach continuing agreement on salaries and conditions of employment.
- C) Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the board and the association mutually agree to an extension of time. During negotiations, the board and the association shall present relevant data, exchange points of view, and make proposals and counter proposals. Each party shall make available to the other, upon request, information within its possession which is not privileged information and which is relevant to the subject under discussion.
- D) Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, grievance proceedings, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss of pay.
- E) Modification - This agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.
- F) The board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this agreement, with any organization other than the association for the duration of this agreement.
- G) During the terms of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplating of either or both of the parties at the time they negotiated or executed this agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A) Definition

- 1) A "grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication or a violation of board policy, this agreement or an administrative decision adversely affecting him/her. A grievance to be considered under this procedure must be initiated by the employee within ten (10) days of the time the employee knew or should know of its occurrence.

B) Purpose

- 1) It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.
- 3) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the board until such grievance and any effect thereof shall have been fully determined.
- 4) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process.
- 5) Employees will be responsible for following the time limit procedures or will forfeit the grievance.

C) Procedure

Level One - Any employee who has a grievance shall discuss it first with the superintendent or immediate superior or department head, if applicable, in an attempt to resolve the matter informally at that level.

Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, s/he may set forth his/her grievance in writing to the superintendent on the grievance forms provided. The superintendent shall communicate his/her decision to the employee in writing within three (3) school days of receipt of the written grievance.

Level Three - If the grievance is not resolved to the employee's satisfaction s/he, no later than five (5) school days after receipt of the superintendent's decision, may request a review by the board of education. The request shall be submitted in writing through the superintendent who shall attach all related papers and forward the request within five (5) school days to the board of education. The board shall review the grievance and shall, at the option of the board, hold a hearing with the party and render a decision in writing within thirty-five (35) calendar days of the receipt of the grievance by the board or of the date of the hearing with the employee, whichever comes later.

Level Four - No claim by an employee shall constitute a grievable matter beyond level four or be processed beyond level four if it pertains to (a) any matter for which a detailed method of review is prescribed by law or (b) any rule or regulation of the state commissioner of education but not the violation, misinterpretation, or missapplication of such rule or regulation or (c) any matter which according to law is beyond the scope of board authority, (d) any complaint of a non-tenure employee which arises by reason of his/her not being re-employed or (e) a complaint by any personnel occasioned by appointment to or lack of any position for which tenure is either not possible or not required. These matters will be determined by the state department of education legal department.

If the employee is dissatisfied with the decision of the board of education and if the grievance pertains to a matter of previous formal agreement between the board of education and the supportive staff association, the employee or the supportive staff association may request the appointment of an arbitrator, such request to be known to the superintendent not later than two (2) weeks after the decision in writing, of the board of education was made known. Arbitrable matters shall be limited to grievances which are alleged misinterpretations, missapplications or violations of the express terms of this agreement. An employee in order to process his/her grievance beyond level four must have his/her request for such action accompanied by the written recommendation for such action by the association.

D) Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an arbitrator:

- 1) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- 2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- 3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

- 4) The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. S/he can add nothing to, nor subtract anything from the agreement between the parties or any policy of the board of education. The recommendations of the arbitrator shall be binding on the parties. Only the board and the aggrieved and his/her representatives shall be given copies of the arbitrator's findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

E) Rights of Employee to Representation

- 1) Any aggrieved person may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative selected or approved by the association.
- 2) When an employee is not represented by the association in the processing of a grievance, the association shall at the time of submission of the grievance at level two be notified that the grievance is in process, shall have the right to be present and present its position, in writing, at all meetings with the employee held concerning the grievance and shall receive a copy of all decisions rendered.

F) Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the superintendent or his/her designee after consultation with the association.

G) Costs

- 1) Each party shall bear the total cost incurred by themselves.
- 2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
- 3) Arbitration hearings shall be set at such time so that the employee suffers no loss of pay.

H) Content of Forms

When prepared, grievance forms shall contain at least:

- 1) The nature of the grievance and date of occurrence.
- 2) The nature and extent of the injury, loss or inconvenience.
- 3) The results of previous discussions.
- 4) His/her dissatisfaction with decisions previously rendered.

I) Written Decisions

- 1) Decisions rendered at level one which are unsatisfactory to the aggrieved person and all decisions rendered at level two and three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the association.
- 2) Separate Grievance File - All documents, communications, and the records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in personnel file of any of the participants.
- 3) 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.
- 4) 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 or selected representatives, heretofore referred to in this article.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A) The board agrees to furnish to the president of the association in response to reasonable request from time to time one (1) copy of available records in the public domain which may be necessary for the association to process grievances and formulate information necessary for negotiation.
- B) Representatives of the association, the New Jersey Education and the National Association shall be permitted to transact official association business on school property at all reasonable times. Provided that this shall not interfere with or interrupt normal school operations and job responsibilities as determined by the superintendent.
- C) The association and its representatives shall be permitted to request school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified at least 48 hours in advance, of the time and place of all such meetings.
- D) The association shall have the right to use the inter-school mail facilities as it deems necessary and without the approval of the building principals or other members of the administration.
- E) The association shall be permitted to request the use of equipment at reasonable times when such equipment is not otherwise in use. The association shall pay for the reasonable cost of all materials and supplies incident to such use. Such requests shall be made 48 hours in advance to building principal.
- F) The rights and privileges of the association and its representatives as set forth in the agreement shall be granted only to the association as exclusive representative of the employees and to no other organization(s) representing any portion of the unit or potential member of the unit.

ARTICLE V

EMPLOYEE RIGHTS AND PRIVILEGES

- A) Pursuant to Chapter 123, Public Laws 1975, the board hereby agrees that every employee of the board shall have the right freely to organize, join and support the association and its affiliates for the purpose of engaging in collective negotiations.
- B) No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived, without just cause.
- C) Whenever any employee is required to appear before any administrator or supervisor, board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or salary or any increments pertaining thereto, then s/he shall be entitled to have a representative(s) of the association present to advise him/her during such meeting or interview. Any suspension of any employee pending charges shall be without pay. Except if the employee pending charges shall be without pay except if the employee is found innocent, then s/he shall receive his/her pay retroactively.
- D) No employee shall be prevented from wearing pins or other identification or membership in the association or its affiliates, provided it shall not interfere with the day to day educational process.

ARTICLE VI

PROMOTIONS

A) Positions Included

Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the supervisory levels of responsibility.

All vacancies in promotional position, shall be adequately publicized by the superintendent in accordance with the following procedures:

- 1) Date of posting - When school is in session, a notice shall be posted in each school as far in advance as practicable. Employees who desire to apply for such vacancies shall submit their applications in writing to the superintendent, who in turn shall acknowledge in writing the receipt of all such applications.
 - 2) Application procedure - Employees who desire to apply for promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. In addition, the superintendent shall within the same time period, post a list of promotional positions to be filled during the summer period at the administration office in each school.
- B) Criteria for notice - In both situations set forth in section A above, the qualifications for the position, its duties and the rate of compensation shall be clearly set forth, by the board of education.
- C) Decision - In filling such vacancies, consideration will be given to qualified employees already employed by the board.

ARTICLE VII

EMPLOYMENT PROCEDURES

A) Placement on Salary Schedule

- 1) Adjustment to Salary Schedule - Each employee under contract shall be placed on his/her proper step of the salary schedule as of the beginning of the 1979-1980 school year.

B) Resignation

- 1) An employee who is resigning from his/her position shall give ten (10) full working days notice.
- 2) Earned vacations shall be paid according to board policy upon resignation.
- 3) If the full ten (10) days notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.
- 4) All work shall be paid per the salary guide in effect on the basis of an hours work for an hours pay (except for the specified "career adjustment" factor).

C) Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than May 30.

D) Assigned Duties

- 1) At no time shall the board or any agent thereof, assign or direct any employee covered by this contract, to any other duties which require certificated employees, unless hazardous conditions affecting the safety of the children.

ARTICLE VIII

DAILY WORK HOURS AND SCHEDULE

SEPTEMBER - JUNE

Custodians - Their normal work day shall consist of eight and one-half ($8\frac{1}{2}$) hours, of which $\frac{1}{2}$ hour shall be spent for lunch.

Bus Drivers - Their normal work day shall consist of a four (4) hour day. For those drivers who drive at least 6 hours every day, the normal work day shall be a 6 hour day.

Cafeteria Personnel

- 1) Head Cook - Their normal work day shall consist of a six and one-half ($6\frac{1}{2}$) hour day, of which $\frac{1}{2}$ hour shall be spent for lunch.
- 2) Cafeteria Worker - Their normal work day shall consist of five and one-half ($5\frac{1}{2}$) hour day, of which $\frac{1}{2}$ hour shall be spent for lunch.
- 3) Cafeteria Cashier - Their normal work day shall consist of a two (2) hour day.

Lunch Period - The work day shall include lunch period of thirty (30) minutes except bus drivers and the cafeteria cashiers.

SUMMER WORK HOURS

- 1) The summer work schedule will begin on the first Monday immediately following the formal closing of school for students.
- 2) The summer work day for all employees covered under this contract shall normally be seven and one half ($7\frac{1}{2}$) hours, of which $\frac{1}{2}$ hour shall be for lunch. Summer work hours will end on the last work day before the students attend school in September.
- 3) All employees shall work the day shift during the summer schedule, except when it may be impractical, then the schedule shall be adjusted by the superintendent.

Coffee Break - All employees working more than six (6) hours shall receive two (2) fifteen (15) minute coffee breaks. All other employees shall receive one (1) coffee break daily. These shall be approved by their immediate supervisor.

School Closings - Inclement Weather - When it is necessary to close schools because of snow, ice or other inclement weather, custodians shall report for work within a reasonable time except for extenuating circumstances as determined by the superintendent. The remainder of the work day shall be determined by the superintendent.

ARTICLE IX

OVERTIME

- 1) All overtime must be approved by the superintendent and will be rounded to the nearest .25 (quarter) hour at the end of each pay period. This will be remunerated at the rate of one and one-half times (1½) the hourly salary.
- 2) Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any week. For the purpose of determining the hourly rate the following shall count as regular days:
 - a) Holidays
 - b) Paid Sick Days
 - c) Paid Vacation Days
 - d) Other Approved Paid Leaves

ARTICLE X

HOLIDAYS

- 1) Each employee shall be entitled to paid holidays outlined on the approved school calendar for the school year pursuant to board policy.
- 2) For purposes of this article, each employee working at least a five (5) hour contractual day, will be eligible as specified below:

<u>HOLIDAYS</u>	<u>CUSTODIANS</u>	<u>CAFETERIA</u>
Labor Day	X	
Veterans Day	X	X
Thanksgiving Day	X	X
Christmas Day	X	X
New Years Day	X	X
Martin Luther King's Birthday	X	X
President's Day	X	X
Good Friday	X	X
Memorial Day	X	X
Independence Day	X	

- 3) The Association may choose to exchange two of the holidays on the above list for two other days. The Association must notify the superintendent in writing by June 15 of each year of its intention to exchange any holidays in the ensuing year.

ARTICLE XI

SICK LEAVE

- A) All supportive staff personnel employed on a ten (10) month basis shall be entitled to ten (10) days of sick leave each year beginning on September 1st of that school year.
- B) All supportive staff personnel employed on a twelve (12) month basis shall be entitled to twelve (12) days of sick leave each year, beginning on July 1st each year.
- C) Unused sick leave shall be accumulated from year to year with no maximum limit.
- D) Notification of Accumulation - Employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

The superintendent may request a doctor's certificate if an employee is on sick leave for more than three (3) days.

- E) All supportive staff members retiring from the district with (12) twelve or more years of service in the Upper Township School District shall receive the sum of 20% of their daily rate of pay times the number of their accumulated unused sick days accrued during their employment in the Upper Township School District.

ARTICLE XII

TEMPORARY LEAVE OF ABSENCE

- A) The provisions for personal leave at full pay stated below shall be for one (1) year and unused days shall not be accumulative for use in another year.
- 1) Death in the Immediate Family - Shall be considered death of father, mother, spouse, child, brother, sister, or any members of the immediate family or household. An allowance of up to five (5) days shall be granted. An additional two (2) days may be granted at the discretion of the superintendent should extenuating circumstances warrant.
 - 2) Serious Illness in the Immediate Family - Shall be considered medically serious illness of father, mother, spouse, child, brother, sister, mother-in-law, father-in-law or any member of the immediate family. An allowance of up to five (5) days shall be granted provided no other arrangement for attendance to the illness of the person can be made.
 - 3) Business of Personal Nature - An allowance of up to two (2) days shall be granted upon written request and reason given provided such day(s) prevent an employee from fulfilling work obligations. For one of these days the reason need only be that the day is being taken under this article. If more than two (2) employees should request the same day off, then the approval of the superintendent shall be determinative.
 - 4) Leaves granted pursuant to Section A above shall be in addition to any sick leave to which an employee is entitled.
- B) No personal leave shall be granted immediately prior to or immediately after a school vacation or any later than the 31st of May.

ARTICLE XIII

OCCUPATIONAL BENEFITS

A) Custodians

- 1) On or about December 1, of each year of the agreement, the board shall provide to each custodian and cafeteria worker employed by the district on such date a one hundred and twenty-five dollar (\$125.00) lump sum uniform allowance. Employees shall be required to report for work at all times in neat and acceptable attire. Custodians are to wear matching green, blue, gray or tan work clothes on the job.
- 2) Call In - Custodians called in for work, including burglar alarm checkout, outside of their regularly scheduled hours shall be guaranteed a minimum of two (2) hours work or pay at straight time earnings. The board may assign employees to any work available during such two (2) hour period.
- 3) When a custodian is assigned to a work schedule which necessitates travel from one work location to another, s/he shall be reimbursed for mileage at a rate established pursuant to board policy, for the distance and travel required between work locations.

B) Bus Drivers

- 1) The board will reimburse bus drivers for the cost of obtaining the proper school bus drivers vehicle operators license, as specified by the New Jersey Motor Vehicle Code. Such reimbursement shall be at the rate of \$25.00 per bus driver. The board shall also reimburse for the renewal fees for required license renewal not to exceed \$4.00 per year per bus driver.
- 2) When the superintendent assigns an employee in the bargaining unit to have a bus inspected, the employee so assigned shall be paid \$10.00 or his/her hourly rate, whichever is greater, for the time expended for having the bus inspected.
- 3) When the superintendent assigns an employee in the bargaining unit to drive and operate buses for field trips, the employee so assigned shall be paid his/her individual hourly rate for all hours worked.
- 4) The board will purchase once every three years jackets with removable linings for the drivers. The drivers must wear the jackets while driving for the district from October 1 until April 30 of each year.
- 5) A driver will be paid \$22.50 each time he/she washes his/her bus. Permission to wash the bus must be obtained from the transportation coordinator prior to washing the bus.

ARTICLE XIV

MATERNITY LEAVE

- A) Requests for maternity leave without pay shall be granted any time before the expected date of birth and continuing to a specific date after the birth. The date of return shall be further extended for an additional reasonable period of time at the employee's request for reasons associated with the pregnancy or birth or for other proper cause. However, the board of education need not extend the leave of absence of a non-tenure employee beyond the end of the contract school year in which that leave is obtained.

ARTICLE XV

VACATIONS

- A) Vacation eligibility shall be determined from July 1st of each year.
- B) Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to approval of the superintendent.
- C) Employees shall be eligible for vacations on the following basis:
- 1) All supportive staff on a twelve (12) month basis shall be granted one (1) working day of vacation for each full month employment providing s/he has been an employee of the board of education six (6) or more consecutive months.
 - 2) After the completion of eight (8) years employment within the district, said employee shall receive fifteen (15) days vacation; upon completion of twenty (20) years of service, said employee shall receive twenty (20) working days of vacation.

ARTICLE XVI

INSURANCE PROTECTION

A) Full Health Care Coverage

As of the beginning of the 1976 school year, the board shall provide the health care insurance protection designated below. The board shall pay the full premium for each employee, who is eligible, for their protection and in cases where appropriate for family plan insurance coverage.

- 1) Provisions of Coverage - Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the board and the association and shall include:
 - a) Rider-J
 - b) Major Medical
 - c) Full Blue Cross, Blue Shield Coverage for employees and their dependents.
- 2) Carrier(s) - The health insurance carrier(s) shall be the New Jersey State Health Benefits Plan for the basic hospitalization, medical/surgical coverage and Prudential for the major medical coverage.
- 3) The board shall give written notification at the time of hiring to all employees new to the district, if they are eligible, for these health benefits. Entrance into the program will be by the carrier's regulations.
- 4) All employees working at least twenty (20) hours per week are eligible for this protection.
- 5) Effective July 1, 1980, the board shall provide a \$1.00 co-pay Family Prescription Plan for the benefit of employees in the bargaining unit.
- 6) The board will provide the same dental coverage that it provides for the members of the Upper Township Education Association.

ARTICLE XVII

SALARIES

A) Salary Schedule

The salaries for employees covered by this agreement are set forth in Schedule A which is attached hereto and made a part hereof.

The four drivers who are "off the guide" in 1984-85 will receive an 8% increase in their hourly rate for 1985-86.

Cafeteria workers, head cooks, head custodians and night custodians who are "off the guide" in 1984-85 will receive a 10% increase in their hourly rate for 1985-86.

All members of the unit will receive a 7% increase, including increment, in their hourly rate for 1986-87.

B) Method of Payment

- 1) Twelve (12) month - Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- 2) Ten (10) month - Every effort will be made that each employee on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, with the first pay being paid on September 20.
- 3) Exceptions - When a payday falls on or during a school holiday, vacation or weekend, every effort shall be made to give employees their paychecks on the last previous working day.
- 4) Final Pay - Every effort shall be made to see that each ten (10) month employee shall receive his/her final pay his/her last working day in June.

ARTICLE XVIII

SENIORITY AND JOB SECURITY

- A) School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this agreement. An appointed employee shall lose all accumulated school district service only if s/he:
- 1) Resigns or is discharged for cause irrespective of whether s/he is subsequently rehired by the school district.
- B) In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved at the work location, consistent with Title 18A: 17-4.
- C) Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district, by certified mail, return receipt requested. Within two (2) weeks from receipt of such notice of recall, the employee shall notify the director of the department involved, in writing, whether or not s/he desires to return to work. If s/he fails to reply or if s/he indicates that s/he does not desire to return to such work, s/he shall forfeit all of his/her seniority and lose all rights to recall. If s/he indicates that s/he desires to return to the work involved in the recall notice, then s/he shall report for such work within five (5) days from the date s/he receives the recall notice or within such period of time as it is set forth in a written extension of time signed by the director of the department or his/her designee. In the event s/he shall fail to so report to work, s/he shall forfeit all of his/her seniority and all rights to recall.
- D) Seniority shall not be accumulated during the period of lay off. Upon recall the appointed employee shall have his/her accumulated seniority to the date of lay off.

ARTICLE XIX

DEDUCTION FROM SALARY

A) Association Payroll Dues Deduction

- 1) The board agrees to deduct from the salaries of its employees dues for the Upper Township Supportive Staff Association, the New Jersey Education Association, or the National Education Association or any one or any combination of such associations as said employees individually and voluntarily authorize the board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15, 9e) and under rules established by the state department of education. Said monies together with current records of any corrections shall be transmitted to such person as may, from time to time, be designated by the association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
- 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 60 days prior to the effective date of such change.

B) Local, State and National Services

The board agrees to deduct from the salaries of the employees, dues for the national, state, county and local education associations. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15, 9e) and under rules established by the state department of education.

C) Tax Sheltered Annuity Program

The board agrees to implement the one tax sheltered annuity program already in the district.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A) Nondiscrimination

The board and the association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

B) Board Policy

This agreement constitutes board policy for the term of said agreement and the board shall carry out the commitments contained herein and give them full force and effect as board policy.

C) Savings Clause

Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing day of this agreement to employees covered by this agreement as established by the rules, regulations and/or policies of the board in force on said date, shall continue to be so applicable during the term of this agreement.

D) Separability

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 provisions or applications shall continue in full force and effect.

E) Compliance Between Individual Contract and Negotiated Agreement

Any individual contract between the board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with this agreement during its duration shall be controlling.

F) Printing Agreement

Copies of this agreement shall be printed at the expense of the board after agreement with the association on format within thirty (30) days after the agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the board.

G) 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 registered letter at the following addresses:

1) If by association to board:

Upper Township Board of Education
P.O. Box 158 - Perry Road
Tuckahoe, NJ 08250

2) If by board to association:

Mrs. Linda Maenner
c/o Upper Township Middle School
P.O. Box 158 - Perry Road
Tuckahoe, NJ 08250

ARTICLE XXI

DURATION OF AGREEMENT

A) Duration Period

This agreement shall be effective as of July 1, 1985 and continue in effect until June 30, 1987 subject to the parties' right to negotiate the following no later than October 1, of each year of this agreement as defined in Article 11B:

- 1) An existing article of choice for each party (excluding salary and insurance benefits) for the 1985-86 and 1986-87 contract years.

This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

UPPER TOWNSHIP SUPPORTIVE STAFF

UPPER TOWNSHIP BOARD OF EDUCATION

Linda S. Kramer
President

Thomas R. Guffey
PRESIDENT

Wm. M. Giaccone
Secretary

Joyce D. Lozman
SECRETARY

5/1/85
DATE

5/2/85
DATE

APPENDIX A

1985-1986 SUPPORTIVE STAFF SALARY GUIDE

<u>CAFETERIA</u>	<u>HEAD COOK</u>	<u>NIGHT CUSTODIAN</u>	<u>HEAD CUSTODIAN</u>	<u>BUS DRIVER</u>
1. \$4.20	1. \$4.50	1. \$4.80	1. \$5.20	1. \$5.60
2. 4.50	2. 4.80	2. 5.10	2. 5.50	2. 5.80
3. 4.80	3. 5.20	3. 5.40	3. 5.85	3. 6.25
4. 4.85	4. 5.60	4. 5.70	4. 6.10	4. 6.60
5. 5.20	5. 5.90	5. 6.00	5. 6.40	5. 7.00
6. 5.55	6. 6.30	6. 6.40	6. 6.80	6. 7.40
7. 5.70	7. 6.70	7. 6.70	7. 7.20	7. 7.80
+ 95¢ after twelve years in district	+ \$1.30 after twelve years in district	+ 70¢ after twelve years in district	+ 70¢ after twelve years in district	+ \$1.40 after twelve years in district