

AGREEMENT  
BETWEEN THE  
EGG HARBOR TOWNSHIP  
SUPPORTIVE STAFF SERVICE PERSONNEL  
AND THE  
BOARD OF EDUCATION OF  
EGG HARBOR TOWNSHIP  
JULY 1, 1994 - JUNE 30, 1996

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ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Egg Harbor Township Supportive Staff Service Personnel (herein referred to as the "Association") as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for regularly employed custodial, grounds, maintenance, and cafeteria personnel employed by the Board under contract or on leave, but excluding the School Building and Grounds Supervisor, Supervisors of Custodians, Administrator of Cafeterias and Bookkeeper, and all others not specifically included in the unit.

## ARTICLE 2

### NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Consistent with Chapter 123, P.L. of N.J. 1974, the parties agree to initiate negotiations over a successor agreement with the guidelines established by the New Jersey Public Relations Commission, in a good-faith effort on both sides to reach continuing agreement on salaries and other conditions of employment. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.
- B. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, negotiations and hearings they shall suffer no loss in pay nor be required to make up such time.
- C. Modification  
  
This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. 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.
- E. During the term 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 contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

## ARTICLE 3

### GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement affecting an employee or group of employees.

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 affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the grievance must be initiated at Step One within fourteen (14) working days after knowledge of the occurrence and 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 written agreement.
2. Level One - An employee with a grievance may first discuss it with his or her immediate superior (with the Supervisor of Custodians if a custodian/maintenance employee; with the Administrator of Cafeterias if a Cafeteria employee), either directly or through the Association's designated representative, with the objective of resolving the matter informally.
3. Level Two - If the grievant is not satisfied with the decision of the immediate superior or if no decision has been rendered, the grievant shall submit the grievance in writing within twenty-four (24) work days from the event giving rise to the grievance. Such written grievance must be submitted to the Supervisor of Custodians or to the Administrator of Cafeterias (whichever is appropriate).
4. Level Three - If the aggrieved person is not satisfied with the disposition of his

or her grievance at Level Two, or if no decision has been rendered within three (3) working days after the presentation of the grievance, he or she may refer the grievance to Assistant Superintendent if a custodian/maintenance man or to the Business Administrator if a cafeteria employee within three (3) working days.

5. Level Four - If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Three, or if no decision has been rendered within three (3) working days after the presentation of the grievance, he or she may refer the grievance to the Superintendent or (designee) within three (3) working days.
6. Level Five - Board - If the aggrieved person is not satisfied with the disposition of his grievance at Level Four, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he may refer the grievance to the Board.

The Grievant and/or the Association may request a meeting before the Board or a committee thereof, and if a hearing is requested, the Board or, at its option a committee of the Board, will conduct the requested hearing.

7. Level Six - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Five, or if no decision has been rendered within twenty (20) working days after a decision by Board or twenty-five (25) working days after the grievance was delivered to the Board of Education, he may, within five (5) working days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after the receipt of a request by the aggrieved person.
- b. Within ten (10) working 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 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 the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.
- c. That arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the

hearings or, if oral hearings have been waived, then from the date the final statements and proofs of 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. The only grievances which may be arbitrated are those based upon an allegation that there has been a violation of the express written terms of the locally negotiated Agreement. The Arbitrator shall have no authority to rule on grievances which concern the interpretation, application, or alleged violation of policies and administrative decisions affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment.

- 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 selected in accordance with the provisions of Section C.7 (b) of this Article.
- 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.

D. Rights of Employee 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 Grievance

If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing within fourteen (14) working days after Association knowledge of the occurrence to the appropriate supervisor as per Level Three directly and the processing of such grievance shall be commenced at Level Three.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at all levels 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.

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 Board Secretary 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 or selected representatives, heretofore referred to in this Article.

## ARTICLE 4

### EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1974, 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 and other concerted activities for mutual aid and protection. As a duly selected 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 Laws of 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 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. No employee shall be disciplined, reprimanded, reduced in rank or compensation 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 here set forth. Any dismissal or suspension shall be considered a disciplinary action and shall at the option of the employee, be subject to the Grievance Procedure.
- D. Whenever any employee is required to appear before the Board Secretary, Board or any committee member acting in an authorized official capacity concerning any matter which could adversely affect the continuation of that employee in his position, 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 and represent him during such meeting or interview.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F.
  - 1. An employee shall have the right upon request to review the contents of his/her personnel file, except that confidential records such as prior employee references and educational references shall not be open for review.

2. No material derogatory to an employee's conduct, service, character, or personality while employed shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to a statement on the file copy which indicates that he/she has "had an opportunity to review such material but by affixing his/her signature he/she neither agrees nor disagrees with the contents."
3. The employee shall also have the right to submit a written answer to such material within ten (10) working days and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

## ARTICLE 5

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association with sufficient information to enable them to properly exercise their function as the collective bargaining agent for the employees defined in Article 1 of this Agreement.
- B. Representatives of the Association, the New Jersey Education Association, and the National Education 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 work schedule and operation. Said representative shall notify the Board Secretary or his designee prior to entering any facility of the School District.
- C. The Association shall file the appropriate "Use of Facilities" form with Superintendent's Office at least three (3) days in advance of all such meetings.
- D. The Association shall have the right with approval to use the regular scheduled mail facilities and school mail boxes as it deems necessary.
- E. The Board shall grant up to two (2) working days leave of absence with pay to the Association President and one additional officer for the exclusive purpose of attending the annual N.J.E.A. State Convention.
- F. 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(s) representing any portion of the unit.
- G. The Board shall permit two (2) regular members of the Association to visit the schools, not during his scheduled working hours, to investigate working conditions, employee complaints or problems, or for any other purpose relating to the terms and conditions of this Agreement. Said members shall be designated by the Association President and their identity shall be set forth in writing to the Superintendent or (designee). This member shall not enter any facility of the School District without notifying the Principal or his designee.

ARTICLE 6

WORK YEAR

A. The work year of custodial employees shall be as follows:

July 1 to June 30

B. Custodial Daily Work Hours

\*Day Shift

The day shift shall be between 6:30 A.M. and 4 P.M. as scheduled,

\* except for other shift times that may be mutually agreed to between the employee and his supervisor.

\*Night Shift

The night shift shall be between 2:30 P.M. and 11:30 P.M. as scheduled, \*

except for other shift times that may be mutually agreed to between the employee and his supervisor.

July 1 - June 30:

1. The work day shall consist of eight (8) hours, exclusive of 30 minutes uninterrupted lunch hour, a total shift schedule of eight and one-half (8-1/2) hours.

\* Summer Work Hours:

1. Immediately upon closing of school in June until September 1.

2. Hours - 7:00 a.m. - 3:00 p.m., including 30 minutes uninterrupted lunch hour, a total shift schedule of eight (8) hours. The hours of work stated above, set forth the schedules which the employees who are covered by this Agreement shall normally work. Nothing contained in this Article shall prevent the Board from assigning different hours of work in accordance with work requirements and/or the needs of the employee.

C. The work year for cafeteria employees shall not exceed 181 days.

Coffee Breaks - All Employees

1. Two (2) uninterrupted periods of fifteen (15) minutes (one in a.m. and one in p.m.) if scheduled for eight (8) hours per day.

2. One uninterrupted period of fifteen (15) minutes of scheduled for more than four (4) hours per day.
3. The times should be standardized and mutually agreed upon by the employee and immediate superior.

## ARTICLE 7

### OVERTIME

Overtime: Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before/after regular daily work hours; or any day other than provided in the regular work year.

1. All overtime spent must be voluntary and mutually agreed to by the employee and immediate superior.
2. All overtime will be rounded to the nearest quarter (1/4) hour at end of each pay period. This will be renumarated at the rate of one and one-half (1-1/2) times the hourly salary, prorated.

Exception to this rule will be Sundays and holidays. Then the rate would be two (2) times the hourly salary.

3. All overtime renumeration shall be at the proper rate and consistent with the Fair Labor Standards Act USCA 29:201 et seq.
4. Paid leave shall be counted as days worked in the computation of overtime.
5. Overtime work shall be assigned on a voluntary basis. It is, however, understood that if a sufficient number of qualified volunteers cannot be secured, the junior qualified employee(s) shall be assigned to the required overtime work. There shall be every reasonable effort to rotate overtime work per location by seniority except if a special skill is needed.
6. Overtime pay will be included in the following pay check after the cut off date for submission of overtime for that pay period.

## ARTICLE 8

### WORK SCHEDULE

#### A. Daily Work Hours

1. Schedule Posting - Work schedules showing the employee's shifts, work days, and hours shall be posted in each school.
2. Work Shifts - Eight hours of work, exclusive of a 30 minute lunch period, shall constitute a work shift for custodians.

All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible. (Any involuntary change shall be subject to the provisions of Article 13 of this Agreement).

3. Clean-up Period - Custodial Employees shall be granted a ten (10) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean-up.
4. Shift Differential - Employees working between 6 p.m. and 6 a.m, shall receive a salary differential of forty-seven cents (\$0.47) for each such hour of work. If the assignment to any shift is for less than a full year, such hourly differential shall be pro-rated.

#### B. Call Back Time and Overtime

1. Any custodial employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of four (4) hours.
  - a. For the purpose of alarm call-backs, lead custodians are excluded from the provisions of 1. above.
2. Any cafeteria employee called to return to work outside of her regularly scheduled shift shall be paid a minimum of two (2) hours.
3. Overtime shall be paid at the rate of one and one-half (1-1/2) the employee's regular hourly rate of pay for all time worked outside of forty (40) hours in any work week. For the purpose of determining the work week of forty (40) hours, the following shall count as regular work days: a) holidays, if applicable; b) paid sick days, except day before or day after a holiday; c) paid personal days;



d) paid vacation days, if applicable; and e) other approved paid leaves.

C. Vacation Schedule - Custodians

1. Earned vacations shall be calculated through June 30.
2. Normally vacations shall be taken between the close of school in June and one (1) week prior to school opening in September. Depending on operational needs, as determined by the District in its sole discretion, vacations may be permitted or scheduled at other times during the year.
3. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.
4. Employees shall be eligible for vacation on the following basis.
  - a. A week is to be considered five (5) working days, exclusive of holidays.
  - b. Earned vacation through June 30 shall be taken in accordance with #2 above.
  - c. Employed first year through sixth year---two (2) weeks.
  - d. Employees with six (6) years or more of service shall be granted a vacation of three (3) weeks.
  - e. Upon completion of twelve (12) years of service, employees shall be granted a vacation of four (4) weeks.

D. Holiday schedule - Custodians/Maintenance/Grounds

January 1st - New Year's Day

January 15th - Martin Luther King's Birthday \*

The 3rd Monday in February - Washington's Birthday

Last Monday in May - Known as Memorial Day

The day designated as Good Friday

The day designated as Easter Monday \*

July 4th - Known as Independence Day

The 1st Monday in September - Known as Labor Day

The 2nd Monday in October - Known as Columbus Day \*

November 11th - Known as Armistice Day, now known as Veteran's Day \*

The 4th Thursday in November - Known as Thanksgiving Day

Day after Thanksgiving

December 24th - If it falls on regular work day 4 hours (7 a.m. - 11 a.m.)

December 25th - Known as Christmas

General Election Day in November \*

Lincoln's Birthday \*

\*If school is in session on days marked, custodians may be required to work but will be given a compensatory day off for each day worked. The day will be mutually scheduled by the custodian and supervisor.

- E. If any of the above holidays fall on Saturday, the preceding Friday will be designated as the holiday. If any of the above holidays fall on a Sunday, the Monday after will be designated as the holiday.

## ARTICLE 9

### EMPLOYMENT PROCEDURES

#### A. Seniority and Job Security

1. 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 seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the School District.
2. 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 reverse order of district wide seniority of all employees in the district in the category. Thirty (30) days notice of layoff shall be given. Any employee laid off shall remain on a recall roster for a period of two (2) years from the date of lay-off. Recalls shall be based on seniority in the category.
3. Notice of recall, by seniority, 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 ten (10) days from receipt of such notice of recall, the employee shall notify the Board Secretary, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all his seniority and all his rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within three(3) weeks from the date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Board Secretary or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.

#### B. Nonteaching/Noncertified Personnel

The duties of nonteaching/noncertificated personnel shall be confined solely and exclusively to such duties as would assist certificated professional personnel in the performance of their respective duties. In no case shall any nonteaching/noncertificated employee be requested or required to perform any duty previously performed by a duly certificated professional employee.

#### C. Placement on Salary Schedule

Any employee employed prior to January 1, the work year for twelve (12) month personnel shall be given full credit for one (1) year of service toward the next

increment step for the following year. For ten month personnel, the date shall be February 1 of the work year.

D. Nontenure Dismissal

1. In the case of discipline involving the suspension of an employee, said employee shall be served with a written notice of the charges against him. The suspension shall begin not sooner than two (2) working days after the date of the written notice.
2. In the case of discipline involving the discharge of an employee, said employee shall be served with a written notice of the charges against him at least thirty (30) days prior to the effective date of the separation. The advanced notice periods shall not apply in any case where retaining the employee in a duty status might result in the damage or loss of school property, where the employee might be injurious to himself or others or when there is reasonable cause to believe an employee guilty of a crime for which a sentence of imprisonment can be imposed. Should the Association disagree with the Board's determination to waive the advanced notice requirements set forth above, and immediately place an employee in a nonduty status, the Association may make such a determination the subject of a separate grievance.

E. Resignation

1. An employee who is resigning from his position shall give the normal thirty (30) days notice.
2. Earned custodian vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
3. Unless a shorter notification period than thirty (30) days is approved in writing by the Superintendent (or designee), vacation pay shall be decreased proportionately, according to the following formula:

$$\underline{\# \text{ of days of notice} \times 30 \times \# \text{ of days of vacation}}$$

F. Notification of Contract and Salary

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

G. 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 outside of the duties appropriate to their position and consistent with their general job description.
2. At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils at any work location except in the event of an emergency.

H. Contracts

Employees shall return their contracts to the Board of Secretary's Office no later than June 1st.

ARTICLE 10

REDUCTION IN RANK OR JOB CLASSIFICATION

- A. Employees shall not be reduced in rank or job classification without just cause.
- B. Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the Board Secretary or his designee reasons for such reduction not later than fifteen (15) working days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in rank or job classification, or of the date on which the employee was formally notified.

## ARTICLE 11

### SALARIES

#### A. Salary Schedule

The salary of each custodian covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof; and the salary of each grounds/maintenance employee covered by this Agreement is set forth in Schedule "B", which is attached hereto and made a part hereof; and the salary of each cafeteria employee covered by this Agreement is set forth in Schedule "C", which is attached hereto and made a part hereof.

#### B. Method of Payment

1. Each employee shall be paid every two (2) weeks.

##### 2. Exceptions

When a payday falls on or during a school holiday, or weekend, employees shall receive their pay checks on the last previous working day.

3. If a custodial employee desires the normal paycheck during his vacation period, the employee shall address an envelope and leave said with the Board Secretary. The paycheck will be mailed on or before the contracted pay date.

#### C. Retirement

Employees who retire from the system shall be paid a terminal payment which shall be computed by multiplying sixty percent (60%) of the number of unused sick days accumulated to the employee's credit by the pay rate at Step One of the employee's salary guide in effect at the time of retirement. In order to qualify for this benefit, the retiree must have at the time of retirement at least fifty (50) unused sick leave days to his/her credit. In addition, an employee intending to retire must notify the Board in writing no later than November 1st of the prior calendar year in order to receive payment on July 1st. When requested in writing, the payment will be made on January 2nd of the year following the effective retirement. If timely notice is not provided (i.e., before Nov. 1st) then payment shall be on July 1st of the calendar year following retirement.

1. Cafeteria employees hired prior to April 6, 1993 who retire from the system shall be paid a terminal payment which shall be computed by multiplying sixty percent (60%) of the number of unused sick days accumulated to the employee's credit by eighty-three (83%) of the per diem pay rate of employees salary in

effect at the time of retirement. Employees hired after the date of April 6, 1993 shall be paid sixty percent (60%) of the number of unused sick leave days times the base "cafeteria worker" rate in effect at the time of retirement. In order to qualify for this benefit, the retiree must have at the time of retirement at least fifty (50) unused sick leave days to his/her credit.

E. Pay for Higher Position

1. Whenever a custodian must assume the duties of a higher paid position, he or she will be paid at a higher rate beginning on the first consecutive day of such assignment.
2. Whenever a cafeteria worker must assume the duties of a higher paid position, he or she shall be paid an additional sum beginning on the first consecutive day of such assignment.

The additional compensation for assuming the duties of the higher paid position shall be \$5.00 per day for the position of cashier, \$6.00 per day for the position of Assistant Cook and \$7.00 per day for the position of Cook.

F. Longevity

1. After six (6) years of service of Egg Harbor Township, cafeteria employees will receive an annual longevity payment of \$327.00.
2. After ten (10) years service in Egg Harbor Township, all employees will receive an annual longevity payment of \$655.00.
3. Employees (custodians) holding a current black seal license will be paid an additional \$640.00 for 1994-95 and \$676.00 for 1995-96.

G. Lead Custodians shall receive \$2662.00 for 1994-95 and \$2809.00 for 1995-96.

H. Stipend for Cafeteria Worker doing cashiering during lunch hours will get an extra \$126.70 per year (2 hours daily at \$.35 per hour) at the Intermediate, Slaybaugh, Middle and Davenport Schools.



## ARTICLE 12

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

#### A. Notification of Vacancies

1. When a vacancy occurs, the School District shall deliver to the Association and post in all school buildings a notice of the vacancy.
2. Employees who desire to transfer to another building may file a written statement of such desire with the Assistant Superintendent or Administrator of Cafeterias. Such statements shall include the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than May 30.
3. As soon as practicable, and no later than June 15, the School District shall post in each school and deliver to the Association a system wide schedule showing the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.

#### B. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interests of the school system. No such request shall be denied arbitrarily or capriciously.

#### C. Summer Vacancies

1. Ten month employees, if interested in another position in the unit or in the District should same become available during the summer months, must advise Administration of his desires, in writing, before departing for the summer.

If such opening develops, Administration must so advise the interested employee, in writing addressed to said employee at the address indicated in his or her personnel file.

2. The notice to the individual shall be in the same form as vacancy notices are contractually required to be posted.

#### D. The final selection of an individual to fill such vacancy shall continue to lie with the Board of Education.

## ARTICLE 13

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

#### A. Notice

Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable, and except in cases of emergency not later than thirty (30) days.

#### B. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Assistant Superintendent or the Administrator of Cafeterias at which time the employee shall be notified of the reason. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent( or designee) shall meet with him. The employee may, at his option, have an Association representative present at this meeting.

## ARTICLE 14

### EMPLOYEE-ADMINISTRATION LIAISON

An employee-Administration Liaison Committee consisting of three (3) members of the Association and three (3) members of the Administration, including the Superintendent or his designee, may meet up to six (6) times in any school year to discuss matters of mutual interest upon request of either party. Such meetings will be held within two (2) weeks of receipt of a request.

ARTICLE 15

SICK LEAVE

A. Accumulative

1. All twelve month (12) employees shall be entitled to twelve (12) sick leave days and all cafeteria employees shall be entitled to ten (10) sick leave days each fiscal year as of the first official day of said fiscal year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. Bargaining unit members newly employed after the beginning of any work year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the work year. Any portion of a month shall be considered as a full month.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

## ARTICLE 16

### TEMPORARY LEAVES OF ABSENCE

#### A. Types of Leaves

Employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

##### 1. Personal

- a. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours.
- b. Any twelve (12) month employee newly employed between November 1 and the last day in February shall be entitled to two (2) personal days in the first year of employment.
- c. Any twelve (12) month employee newly employed between March 1 and June 30 shall be entitled to one (1) personal day in the first year of employment.
- d. Any ten (10) month employee newly employed between December 1 and March 15 shall be entitled to two (2) personal days in the first year of employment.
- e. Any ten (10) month employee newly employed between March 16 and the final day of work shall be entitled to one (1) personal day in the first year of employment.
- f. Application to the Principal or the Director of Food Services for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies). Any unused personal days (as of June 30) shall be converted to sick days and shall be added to the individual's accumulated total sick days.

##### 2. Death

Up to five (5) days in the event of a death, and up to five (5) days in any one year for serious illness, of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, step-parent, or any other member of the employee's immediate household.

3. Good Cause

Other leave of absence with pay may be granted by the Board for good reason.

B. In addition to Sick Leave

Leaves taken pursuant to Section A. above shall be in addition to any sick leave to which the employee is entitled.

4. Association Leave

The Board shall provide up to two (2) "man days" a year for Association officers and representatives for the purpose of conducting Association business. Such specific days must have the advance approval of the Superintendent who may disapprove the number of persons requesting leave at any one time, based upon the needs of the school system, or may disapprove if the activity is of questionable legality.

## ARTICLE 17

### EXTENDED LEAVES OF ABSENCE

A. Military

Military leave without pay shall be granted to any employee who is inducted or enlists for one term in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

B. Illness in Family

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

C. Child Rearing Leave

1. Child rearing leave without pay shall be granted to an employee with a child less than six (6) months of age provided an application in writing is made at least sixty (60) days prior to the beginning of such leave. Such leave shall expire at the end of the current school year. Employees may apply in writing for an extension of such leave, and the Board may, at its options, grant such an extension.
2. Child rearing leave shall commence at the end of the period of disability for child birth or at such other time as is agreed upon the Board and the employee.
3. Notice that an employee on leave intends to return to active duty must be given no later than April 1 of the prior school year.
4. An employee returning from a child rearing leave may be restored to a position in the district equivalent to the position vacated at the commencement of said leave.
5. An employee returning from a child rearing leave shall be placed on the latest salary guide with employees of equal training and credited experience. No experience credit will be granted for the period of leave unless 6 months or more have been worked, if a 12 month employee, or 5 months or more have been worked, if a 10 month employee, in the year in which the leave was granted. Time spent on unpaid leave will not be credited toward seniority.
6. An employee adopting an infant child up to two (2) years 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 employee on leave may continue his/her insurance benefits, to the extent permitted by the terms and conditions of such insurance contracts and policies as shall be in effect between the Board and insurance providers, if he/she so chooses, and, in that event, will pay all premiums.

D. Good Cause

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

E. Return from Leave

1. Salary

Upon return from leave granted pursuant to Section A. of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. Credit not to exceed two (2) years.

2. Benefits

All benefits to which an employee was entitled at the time his sick leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned, with no reduction in salary, to the same position (or equivalent) which he held at the time said leave commenced.

F. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing.



## ARTICLE 18

### PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. An employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a person in the absence of a certified person.
- C. An employee shall not forfeit any sick leave or personal leave for any assault upon the employee while acting in the discharge of his duties.
- D. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
- E. Reasonable effort will be made by a supervisor/administrator to criticize or discipline employees in private except in case of emergency. This is not to be construed as preventing the issuing of directions or correcting work performance or instruction of desired work procedures or methods etc.

ARTICLE 19

INSURANCE PROTECTION

A. Full Health-Care Coverage

The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each employee and in cases where appropriate for family-plan insurance coverage.

B. Provisions of Coverage

Provisions of the health-care insurance shall be detailed in master policies and contracts of the New Jersey Health Benefits Fund.

C. The Board will pay the entire premium for a \$5.00 co-pay prescription plan.

D. The Board shall continue to pay premium to a maximum of \$150.00 per year for an employee for employee only dental insurance coverage. Effective July 1, 1988, the Board shall pay the entire premium for the current dental plan in effect for employees and eligible dependents.

ARTICLE 20

PERSONAL FREEDOM

- A. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing said activities do not violate any local, State, or Federal Law.

## ARTICLE 21

### DEDUCTION FROM SALARY

#### A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Egg Harbor Township Supportive Staff Service Personnel, the Atlantic County Council of Education Associations, 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 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under the 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 Egg Harbor Township Supportive Staff Service Personnel by the 15th of each month following the monthly pay period in which deductions are 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 of such change by June 1.

B. At the employee's option, the Board agrees to deduct from employee's salaries money for Washington National Insurance and Siracusa Benefit Program Annuity Account.

C. At the employees option, the Board will deduct a regular amount of money from the employee's salary and deposit it in the employee's account in the Atlantic-Burlington Credit Union.

## ARTICLE 22

### REPRESENTATION FEE

#### A. Determination of Fee

Prior to the beginning of each academic year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assignments charged by the Association to its own members for the academic year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

#### B. Deduction and Transmission of Fee

##### 1. Notification

Once during each academic year the Association will submit to the Board a list of those employees who have not become members of the Association for the then current academic year. The Board will deduct the fee from the salaries of such employees, in accordance with Paragraph 2, below.

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

a. in November; or

b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employees employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

## ARTICLE 23

### 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

After ratification the Board shall adopt this Agreement as a part of Board policy for the term of said Agreement and shall carry out the commitments contained herein.

C. 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, including Title 18A, N.J.S. & Administrative Code Six (6), then such provision or application shall not be deemed valid and subsisting, except permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Printing Agreement

Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association within thirty (30) days after the Agreement is signed. If however, the Association elects to the Agreement printed in booklet form, the costs thereof shall be borne equally. The Agreement shall be presented to all employees now employed, or hereafter employed.

G. Notice

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 address:

1. If by Association, to Board at 210 Naples Ave., P.O. Box 31, West Atlantic City, New Jersey, 08232.
2. If by Board, to Association President, at his/her address.

H. Unless otherwise indicated, the term "employee", when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE 24

A. Duration Period

This Agreement shall be effective as of the date of signing (except that monetary changes shall be retroactive to July 1, 1994) and shall expire June 30, 1996. 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.

B. Status of Incorporation

In witness whereof the parties hereto have caused this Agreement to be signed by their representative presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

EGG HARBOR TOWNSHIP SUPPORTIVE STAFF PERSONNEL

BY *Louise Shutz*  
PRESIDENT

Date 9-19-94

BY *Lillian Sutton*  
SECRETARY

EGG HARBOR TOWNSHIP BOARD OF EDUCATION

BY *[Signature]*  
PRESIDENT

Date 9/27/94

BY *Ausley Choy*  
SECRETARY



Egg Harbor Township

1994-95 Custodial Salary Guide

Step	1994-95 Salary	1995-96 Salary
1	17,497	17,640
2	17,997	18,140
3	18,497	18,640
4	19,037	19,158
5	19,991	19,991
6	20,638	20,705
7	21,919	21,919
8	24,358	25,228

CAFETERIA PERSONNEL SALARY GUIDES

CAFETERIA PERSONNEL EMPLOYED PRIOR TO JULY 1, 1986:

1994-95 - All employees will receive a 5.85% increase.

1995-96 - All employees shall receive an additional 5.5% increase.

CAFETERIA PERSONNEL EMPLOYED BETWEEN JULY 1, 1986 AND JUNE 30, 1989

1994-95		1995-96	
Cafeteria Worker	\$10.46 per hr.	Cafeteria Worker	\$11.04 per hr.
Cashier	+.35 per hr.	Cashier	+.35 per hr.
Asst. Cook-Baker		Asst. Cook-Baker	
Salad HS & Inter	+1.00 per hr.	Salad HS & Inter'm	+1.00 per hr.
Head Cook Lg Sch	+2.10 per hr.	Head Cook Lg School	+2.10 per hr.
Head Cook HS & Inter	+2.50 per hr.	Head Cook Hs & Inter	+2.50 per hr.

PERSONNEL EMPLOYED AFTER JULY 1, 1989:

1994-95		1995-96	
Cafeteria Worker	\$9.62 per hr.	Cafeteria Worker	\$10.15 per hr.
Cashier	+.35 per hr.	Cashier	+.35 per hr.
Asst. Cook-Baker		Asst. Cook-Baker	
Salad HS & Inter	+1.00 per hr	Salad HS & Inter	+1.00 per hr.
H.Cook Lg School & Inter	+2.10 per hr	H. Cook Lg School	+2.10 per hr. H.Cook HS
	+2.50 per hr	H.Cook HS & Inter	+2.50 per hr.

Egg Harbor Township

1994-95 Grounds Salary Guide

Step	1994-95 Salary	1995-96 Salary
1	19,833	21,197
2	20,333	21,697
3	20,833	22,197
4	21,333	22,697
5	21,833	23,197
6	22,333	23,697
7	22,833	24,197
8	23,139	24,697
9	24,776	24,776
10	26,413	27,002
11	28,050	29,228

Egg Harbor Township

1994-95 Maintenance Salary Guide

Step	1994-95 Salary	1995-96 Salary
1	19,833	21,197
2	20,333	21,697
3	20,833	22,197
4	21,333	22,697
5	21,833	23,197
6	22,333	23,697
7	22,833	24,197
8	23,333	24,697
9	25,197	25,197
10	27,061	27,799
11	28,925	30,400