

**A G R E E M E N T**

**Between the**

**EGG HARBOR TOWNSHIP**

**EDUCATION ASSOCIATION**

**and the**

**EGG HARBOR TOWNSHIP BOARD OF EDUCATION**

**July 1, 2006**

**through**

**June 30, 2009**

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**Egg Harbor Township Education Association**

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## **ARTICLE I**

### **RECOGNITION**

**A.** The Egg Harbor Township Board of Education (hereinafter called the “Board”) hereby recognizes the Egg Harbor Township Education Association (hereinafter called the “Association”) as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed certificated personnel employed by the Board, Secretarial and Clerical Personnel, Paraprofessionals, School Psychologists, Attendance Officers, Custodial, Grounds, Maintenance, Cafeteria Personnel, Mechanics and Sign Language Interpreters whether under contract or on leave but excluding the Superintendent, full-time Principals, Assistant Principals, Supervisors, and all Central Office employees.

**B.** Unless otherwise indicated, the term “teachers,” (when used hereinafter in this Agreement) shall refer to all certified professional employees represented by the Association in the negotiating unit as above defined.

**C.** Unless otherwise indicated, the term “secretaries,” (when used hereinafter in this Agreement) shall refer specifically to all secretarial/clerical personnel represented by the Association in the negotiating unit as above defined.

**D.** Unless otherwise indicated, the term “paraprofessional,” when used hereinafter in this Agreement, shall refer specifically to all paraprofessionals represented by the Association in the negotiating unit as above defined.

**E.** Unless otherwise indicated, the term “support staff” when used hereinafter in this Agreement, shall refer specifically to cafeteria, custodial, grounds, maintenance, mechanical and attendance employees represented by the Association in the negotiating unit as above defined.

F. Unless otherwise indicated, the term “employee,” when used hereinafter in this Agreement, shall refer to all classification of employees represented by the Association in the negotiating unit as above defined.

G. References to male employees shall include female employees.

## **ARTICLE II**

### **NEGOTIATING PROCEDURE**

The parties agree to enter into collective negotiations over a successor Agreement as required by NJSA 34:13A 1-13 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin by the date set by P.E.R.C. Any agreement so negotiated shall apply to all employees, be reduced in writing, and when ratified, shall be signed and adopted by the Board and the Association.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. 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 a group of employees.
2. A “grievant” is the person or persons or Association making the claim. In the event it is the Association, the Association shall reveal the names of all members of the bargaining unit involved in the grievance at the time of filing the grievance.

3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. “Working days” shall mean calendar days excluding: holidays, vacation periods, Saturdays and Sundays, and any day on which employee attendance is not required.

**B. Purpose**

1. 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 informal and confidential.

**C. Procedure**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In order to be considered timely filed, a grievance must be filed at Level One described below within fifteen (15) working days of the occurrence or of the date when the aggrieved person should reasonably have known of the occurrence.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be



exhausted by the end of the school year or as soon thereafter as is practicable.

**D. Grievance Progression**

1. **LEVEL ONE:** An employee or a group with a grievance shall first discuss it with his principal or supervisor.
2. **LEVEL TWO:** If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) working days after presentation of the grievance, he may file the grievance in writing with the principal within five (5) working days after the decision at Level One or ten (10) working days after the grievance was presented, whichever is sooner.
3. **LEVEL THREE:**
  - a. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) working days after the written grievance was delivered to the grievant's principal, the grievant may, within five (5) working days after receipt of the decision by the principal, require that the Association submit the grievance to the Superintendent, if the grievance was not initiated through the Association. The Association may request and the Superintendent shall supply available records, date, and other information relevant to the grievance being processed.
  - b. Whenever the Association files a grievance as a result of an alleged violation of the rights and privileges as outlined in Article IV,

the initial grievance shall be submitted directly to the Superintendent.

- 4. LEVEL FOUR:** If the problem is not settled within fourteen (14) working days after reaching the Superintendent of Schools, the grievant may request a hearing by the Board of Education. If the Board does not grant the request for a hearing, it shall so notify the grievant of its decision within fifteen (15) working days from the date such request is presented. If the Board does grant a hearing, such hearing shall be held not later than fifteen (15) working days after the receipt of the request and shall be conducted by a committee of the Board of not less than two (2) members. The decision of the Board shall be submitted to the grievant within twenty-five (25) working days of the receipt of the request by the Board for such hearing.
- 5. LEVEL FIVE:** If the decision of the Board does not resolve the issue, the Association may submit the issue to binding arbitration, with a copy to the Board. Such arbitration shall be conducted under the voluntary labor arbitration rules of the Public Employment Relations Commission (PERC). Such submission to arbitration shall be filed within twenty (20) calendar days of receipt of the decision to the Board. 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 an interpretation, application, or alleged violation of policies and administrative decisions affecting terms and conditions of employment or statutes and regulations setting terms and conditions of employment.

**E. Miscellaneous**

1. **COST** - In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the Association, including per diem expenses, travel and cost of the hearing room.
2. The arbitrator's authority and jurisdiction shall be limited to the interpretation, application or violation of this Agreement. He can add nothing to, subtract from, nor modify the terms of the Agreement between the parties. The recommendation of the arbitrator shall be binding.
3. **REPRESENTATION** - Any grievant may represent him/herself or be represented by the Association at the first two levels of the procedure. In the event the grievant is not represented by the Association, the Association shall be notified of and shall be able to attend and state its views at all Level Two meetings. The Association shall have the exclusive right to process a grievance beyond Level Two including arbitration.
4. The parties agree that neither shall present documents to an arbitrator or hearing officer which have not been made available to the other party a reasonable period of time prior to any hearing. Such arbitrator or hearing officer shall determine questions pertaining to the "reasonable period of time" and shall designate such documents as not meeting the requirements.
5. **RELEASE TIME** - Release time shall be provided for hearing Levels Four and Five for the grievant and his representative and any witness that may be required to appear, providing the time and place of such hearings are mutually agreed upon.

6. **GRIEVANCE RECORDS** - Grievance records shall not be kept in the personnel files of employees involved in grievances.

#### **ARTICLE IV**

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

- A.** The Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the Egg Harbor Township School District that falls within public domain, which is reasonably required by the Association to carry out its duty of representation in negotiations and grievances.
- B.** Whenever any representatives of the Association or any employee is usually scheduled by the parties to participate during the working hours in negotiations or grievance proceedings, he shall suffer no loss of pay.
- C.** The Association and its representatives shall have the right to use school facilities at all reasonable hours for meetings. The Association shall file the appropriate "Use of Facilities Request" form with the Superintendent's office at least twenty-four (24) hours in advance of the request.
- D.** The Association shall have the right to use school facilities and equipment, including technological equipment, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall furnish materials and supplies for such use. A list shall be developed by the Association and submitted to the Superintendent to identify the authorized representatives of the Association utilizing equipment in accordance with this

paragraph. Equipment shall not be removed from school premises. The Association shall pay for repairs of any damages to equipment caused by its negligence.

**E.** The Association shall have in each building the exclusive use of a portion of a bulletin board in each employee lounge and employees' dining room. Copies of all material to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required. The Board reserves the right to post communications to employees on said bulletin board.

**F.** The Association shall have the right to use the inter-school mail facilities and school mail as it deems necessary for Association business. The Association will indemnify and hold the Board harmless against any and all claims and liabilities arising out of the Association's use of inter-school mails.

**G.** The Association shall have the privilege of maintaining a file cabinet in the office or classroom of each officer of the Association. The cabinets shall not be used as bulletin boards.

**H.** 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.

**I.** The Board shall provide up to six (6) days a year for the 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 operational needs of the school system, or may disapprove if the activity is of questionable legality.

**J.** The Board shall release the Grievance Chairperson, if a teacher, of non teaching duty assignments during his/her term of office. The Association President

will be released for one-half of his/her work day for the purpose of attending to Association related matters. The Board will provide the Association President with a work area that reasonably provides privacy, as well as with a computer and two phone lines. The Association will provide a phone and a facsimile machine and for paying all costs associated therewith. The Association President shall notify the Superintendent or his/her secretary by voice or e-mail when Association's business causes the President to leave the geographic boundaries of the school district. All tolls, mileage and other costs related to Association business will be the responsibility of the Association or its President.

## **ARTICLE V**

### **INSURANCE PROTECTION**

**A.** The Board shall provide the Health Care Insurance protection designated below. The Board shall pay the full family premium for each employee.

**1.** Provisions of the health-care insurance program shall be detailed in master policies and the contract agreed upon by the Board and the Association.

- a. Add birth control to the prescription plan for all employees.
- b. Add for adults and children an orthodontic plan (50% reimbursement, maximum to \$2,000).
- c. Increase the dental annual maximum to \$2,000.
- d. Establish of a 125 plan (allows spouses who have dual health coverage to withdraw, 50% of the premium saving to the employees and 50% saving to the Board, renewed annually.) This

plan also provided for a childcare and reimbursed medical cost fund.

- e. The effective date of this change is November 1, 2004.
2. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st, and ending August 31st. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
3. The Board shall provide a prescription drug program. The carrier and coverage of such plan shall be agreed by the Association and the Board.
4. The Board shall provide a dental insurance program. The carrier and coverage of such plan shall be as agreed by the Association and the Board. There will be a \$25.00 individual and a \$75.00 family deductible except on preventative and diagnostic, with a \$1,500.00 yearly maximum.
5. Upon the request of currently employed employees and all newly appointed employees, the Board shall provide a description of the health-care insurance coverage provided under Article V.
6. The Board agrees to establish and maintain a Section 125 plan (allows spouses who have dual health and/or prescription coverage to withdraw from the Board's plan, with 50% of the premium savings to the employees and 50% savings to the board, renewed annually). This plan also provides for childcare and an unreimbursed medical cost fund.

## **ARTICLE VI**

### **BOARD RIGHTS CLAUSE**

**A.** Except as otherwise specified in this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law.

**B.** 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 grievances and any affect thereof shall have been fully determined.

**C.** It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted by law.

## **ARTICLE VII**

### **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 assessments 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 early 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 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 employee's 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.

**3. TERMINATION OF EMPLOYMENT**

If an employee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid

portion of the fee from the last paycheck, paid to said employee during the academic year in question.

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

**D. INDEMNIFICATION**

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action taken or not taken by the Board in conformance with this provision. This provision shall not apply to a claim brought by the Association through the grievance procedure (Article III) that the Board has violated the provision of this Article.

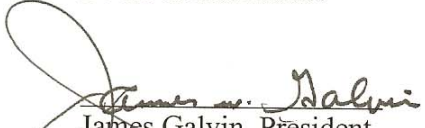
**ARTICLE VIII**

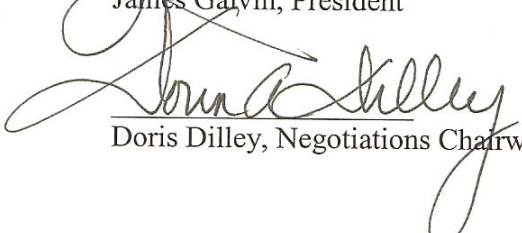
**DURATION OF AGREEMENT**

**A.** This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2009, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. 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.

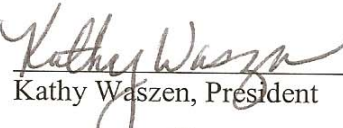
**B. IN WITNESS WHEREOF**, the Association has caused this Agreement to be signed by its president and secretary, and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon all on the day and year first above written.

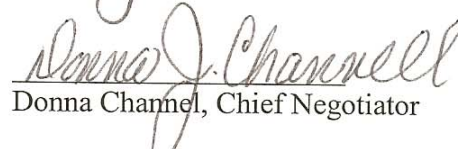
Egg Harbor Township  
Board of Education:

  
James Galvin, President

  
Doris Dilley, Negotiations Chairwomen

Egg Harbor Township  
Education Association:

  
Kathy Waszen, President

  
Donna Channel, Chief Negotiator

**ARTICLE IX**  
**TEACHERS' RIGHTS**

**A.** Every employee shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection. As a duly selected body, exercising governmental power under the laws 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 1974, that it shall not discriminate against any employee with respect to hours, wages, or any terms and conditions of employment by reason of his membership or lack of membership in the Association and its affiliates, his participation or lack of participation in the legal activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance complaint or proceeding under this Agreement.

**B.** Nothing contained therein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

**C.** No employee shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such action asserted by the Board of Education or any agent or representative thereof shall be subject to the Grievance Procedure herein set forth.

**D.** 1. Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter

which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.

2. Whenever any employee is required to appear before any administrator on a matter, which involves an accusation, a reprimand, or some disciplinary action, the employee shall receive reasonable written notice of the meeting, which will include the reason for such meeting.

**E.** 1. The teacher shall maintain the right and responsibility initially to determine grades by the use of classroom work, oral and written teacher tests and observation of students in the classroom. In the event any grade is subsequently changed or modified the teacher shall be notified in writing by the person making the change which notification shall include the reason the change is being made. Whoever makes such a grade change shall clearly identify the change by placing his/her name next to the grade on all records of that grade.

2. In the event a child is to be promoted over the teacher's recommendation, that teacher shall be so notified in writing, and the person making such change or modification shall clearly identify the change by placing his/her name next to the promotion notation on any and all records of that child.

**F.** During the term of this Agreement, the administration will develop a procedure, which will set forth appropriate regulations governing conditions under which supervisors or administrators criticize teachers. Such procedure will be

implemented after consultation with the Association on its provisions.

**G.** Disciplinary letters to be incorporated into the personnel file of an employee shall be cosigned by the Superintendent or an Assistant Superintendent, in addition to the signature of the initiating administrator.

**H.** An employee shall have the right upon request to review the contents of his/her personnel file, except the confidential records such as prior employee references, which shall not be open for review.

**I.** The employee shall also have the right to submit a written answer to such material within ten (10) working days.

**J.** No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## **ARTICLE X**

### **TEACHER WORK YEAR**

#### **A. IN-SCHOOL WORK YEAR**

1. The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed one hundred eighty-four (184) days. For any regular work beyond the normal work year teachers shall be compensated at the rate of 1/184 of their annual salary for each day of such work.
2. The in-school work year for teachers employed on an eleven (11) month basis shall not exceed two hundred two (202) days.

3. The in-school work year for teachers employed on a twelve (12) month basis shall not exceed two hundred twenty (220) days.
4. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.
5. Teachers employed on an eleven (11) month contract shall receive a yearly compensation equal to 1.1 times their ten (10) month salary.
6. Teachers employed on a twelve (12) month contract shall receive a yearly compensation equal to 1.2 times their ten (10) month salary.

**B. PROFESSIONAL MEETINGS**

1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending building, faculty or other professional meetings not to exceed ten (10) meetings per year. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. General faculty meetings of the entire district shall be held twice a year.
2. Except in an emergency, meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required in school.
3. The notice of an agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

4. Teachers may be required to attend no more than one (1) evening assignment or meeting each school year without additional compensation or release time. Teachers shall be encouraged to attend Parents Club and / or Home and School Association meetings.
5. In the event that a staff member is directed by the Superintendent or his designee to attend an additional night meeting(s), other than the one (1) as referenced earlier, the staff member will be compensated. The rate of compensation will be \$20.00 per hour with a one (1) hour minimum. Additional time will be calculated in 15 minute increments and will be prorated against the hourly rate. The rate will be calculated based upon time of arrival to the meeting to the time of dismissal from that meeting. No compensation for mileage will be considered.

## **ARTICLE XI**

### **TEACHING HOURS AND TEACHING LOAD**

- A. The arrival and departure time for all teachers shall be established by the Superintendent and his administration. The total in-school workday shall not consist of more than seven (7) hours. Effective with the 2004-2005 school year, teachers' daily instructional time shall be increased by ten (10) minutes per day over the 2003-2004 instructional time. Such additional ten (10) minutes shall be within the confines of the teachers' seven (7) hour workday.
- B.
  1. "Any teacher employed in both morning and afternoon sessions shall be entitled to a duty-free lunch period during the hours normally used for lunch period in the school; such duty-free lunch period shall not be less



than thirty (30) minutes, except in a school where the lunch period for pupils is less than thirty (30) minutes, in which case the duty-free lunch period shall not be less than the lunch period time allowed pupils.” - *The Administrative Code 6:3-1.15*.

2. Teachers shall have the right to leave the building during their scheduled duty-free lunch period upon notification to the office of their departure and return. In the case of an emergency the Principal may require teachers to remain in the building.

**C.** Every teacher shall plan lessons and teach course content in the manner most practical and useful. Each teacher shall motivate and teach his/her subject area as to make it meaningful to the students. Teachers shall prepare and maintain complete daily lesson plans. These plans shall be presented to the Superintendent, Assistant Superintendent, Principal, Assistant Principal or Supervisor for his review upon request. Teachers shall prepare and submit to the Principal or his designee, three (3) days emergency lesson plans. These emergency lesson plans are to be used by the substitute teacher.

**D.** Elementary teachers shall have preparation periods only when special teachers are in the classroom. In no case shall any teacher have a special teacher assigned less than five (5) periods a week.

**E.** If kindergarten teachers are required to work a five (5) hour workday on such days, each such teacher shall receive compensatory time equal to the additional work time. Compensatory time shall be taken within the two (2) school weeks after the times worked and at a time mutually agreed between the teacher and the Principal.

**F.** The normal daily assignment of teachers assigned to the high school will be

(5) teaching periods, one (1) duty period, one (1) preparation period, one (1) lunch period and a homeroom assignment. When program and staffing require, a teacher may be assigned to a sixth teaching period, but such teacher shall be relieved of duty assignments.

**G.** Teachers will be provided with at least two (2) days notice of planned meetings to minimize the impact of lost preparation periods. Teachers shall be compensated at the rate of \$37.72 in 2006-2007, \$39.04 in 2007-2008, and \$40.41 in 2008-2009.

**H.** The Board will attempt to equitably distribute the workload within the district.

## **ARTICLE XII**

### **CLASS SIZE**

- A.**
1. The Superintendent will forward to the Association President a copy of all elementary class lists for the beginning of each school year after they were compiled for publication.
  2. On or before October 1st each year, the Superintendent will supply to the Association a list showing the number of pupils assigned to teach each class in grades 9 through 12.
  3. Within two (2) weeks of the receipt of these lists by the Association the Superintendent will meet with representatives of the Association, upon its request, to discuss the appropriate adjustment as may be recommended by the Association.

## ARTICLE XIII

### NON-TEACHING DUTIES

A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that their energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

1. The Board shall endeavor to eliminate as many of the following non-teaching duties as possible:
  - a. Nonprofessional assignments, including but not limited to milk distribution and supervision of cafeteria, sidewalks, bus loading and unloading or playgrounds.
  - b. Storing books or supplies, duplicating instructional and other materials.
2. The Board will not require the following non-teaching duties:
  - a. Keeping registers.
  - b. Collecting money from students.
3. Activities which have no educational objective shall be barred from the classroom.

## ARTICLE XIV

### TEACHER EMPLOYMENT AND SALARIES

#### A. SALARY STEP

1. Credit up to the full step of any salary level on the teacher salary schedule shall be given for previous public school teaching experience. Credit for pre-K – 12 non-public school experience shall be granted at the rate of

one (1) year for every two (2) years of teaching experience. Non-public school experience will only be considered for those years in which the candidate possessed a valid teaching certificate. Additional credit, not to exceed four (4) steps, shall be allowed for military service.

2. All teachers working ninety-three (93) days or more shall receive full step credit for that year on the succeeding year's Teacher Salary Schedule.

**B.** Non-tenured teachers shall be notified of their contract status for the ensuing year not later than the date prescribed by state law.

**C.** 1. The salaries of teachers are set forth in Schedule "A-1", "A-2", and "A-3" for 2006-09.

2. Payment for credit earned after BA or BS shall be granted for course work related to the field of public education. Course work deemed of value to the school system, shall be pre-approved by the Superintendent or Assistant Superintendent of schools. All course work completed for credit prior to July 1, 1989, will be accepted for credit towards payment on the guide. The request for placement for new training levels must be submitted, in writing, between July 1 and October 1, and be supported by official transcripts. Any graduate or undergraduate credits earned prior to July 1, 2003, that are not utilized to earn a Masters Degree, may be applied beyond the Masters salary column. Effective July 1, 2003, only graduate level course work may be applied for column movement beyond the Masters Degree column.

**D. PAY SCHEDULE**

1. All employees will be paid on the 15<sup>th</sup> and the 30<sup>th</sup> of each month except when the date falls on a holiday; then employees shall be paid on the last preceding work day.
2. All Employees covered by this agreement will be required to participate in Direct Deposit for all payroll transactions through a financial institution of their choosing.

**E.** Under normal circumstances, teachers shall be given a copy of the school calendar for the next school year on or about July 1.

**F.** Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds are to be placed in an interest-bearing account by the Board Secretary in the name of the teacher.

- G.**
1. The compensation for club, band, chorus and recreation activities not included in the co-curricular and athletic salary guide shall be compensated at the rate of \$26.81 per hour in 2006-2007, \$27.75 per hour in 2007-2008, and \$28.72 per hour in 2008-2009.
  2. The compensation for coaching at the Middle School shall be according to Appendix A for 2006-2009.
  3. The compensation rate for bedside instructor shall be at the rate of \$46.50 per hour in 2006-2007, \$48.13 per hour in 2007-2008, and \$49.81 per hour in 2008-2009. No mileage reimbursement shall be paid related to bedside instruction.
  4. The compensation for audio-visual coordinator(s) shall be according to Appendix A for 2006-2009.
  5. Curriculum work shall be compensated at the rate of \$37.88 per hour in

2006-2007, \$39.21 per hour in 2007-2008, and \$40.58 per hour in 2008-2009.

6. Summer school teachers shall be paid at the rate of \$50.14 per hour in 2006-2007, \$51.89 per hour in 2007-2008, and \$53.71 per hour in 2008-2009.

7. All extra curricular positions at the High School shall be paid in accordance with the rates established by Appendix A attached. Payment for all extra curricular activities shall be paid by separate check.

8. Additional Extra Duty Stipends shall be paid as per Appendix "A."

H. 1. On retirement from the system, evidenced by filing retirement papers with the T.P.A.F., a teacher shall receive a payment for accumulated sick leave according to the following:

a. As of June 30, 1999, all accumulated sick leave for teachers of the EHTEA became frozen (regardless of the number of days accumulated). For sick leave accumulated prior to June 30, 1999, the retiree will receive a sum equal to 50% of that year's BA step 1 salary in the year in which retirement occurs multiplied by the number of days actually accumulated at the time of retirement, divided by 184 days (the number of days in the school calendar).

b. From July 1, 1999, the accumulated unused sick leave benefit available at retirement, in addition to any days frozen, will be capped at \$6,500.00.

c. Upon retirement, the total reimbursable amount will be the total of these two methods. Under no circumstances can the benefit for individuals hired after July 1, 1999, exceed \$6,500.

2. In order to receive the retirement pay stated herein, a teacher should notify the Board in writing of his/her retirement no later than November 1 of the current school year. Payment will be made July 1 or January 1 at the option of the teacher. If the Board is not notified by November 1, the retirement pay will not be paid until July 1 of the year following his/her retirement.
- I.
    1. Teachers receiving longevity payments in 1991-92 shall continue to qualify for such payments. To qualify for a longevity payment after June 30, 1992, teachers must have completed a minimum of 20 years of teaching and must have completed one full year at Level Q.
      2. 20 year longevity payment - \$3,500.00.
      3. 25 year longevity payment - \$1,650.00.

## **ARTICLE XV**

### **TEACHER ASSIGNMENTS & REASSIGNMENTS**

- A. All employees who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all driving done on school business at the rate per mile set by the Internal Revenue Service.
- B. In filling summer school and/or Federally funded positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, in which certification has been obtained, quality of teaching performance, and attendance record. When all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in

question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding three (3) years and then to teachers certified in that area. Teachers employed in the Egg Harbor Township School District shall have priority to such assignments before appointment to applicants from outside the District.

**C.** Employees who desire a change in grade level, subject assignment, job assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 15th. Such statement shall include the grade, subject, or job assignment to which the employee desires to be assigned and/or the school or schools to which he desires to be transferred in order of preference.

**D.** If determination of requests for voluntary reassignment and/or transfer does not conflict with the instructional requirements and best interests of the school system, no such request shall be denied arbitrarily, capriciously, or without basis in fact. A teacher's request made in the following school year shall be granted under the conditions described above, unless there is no available position to which the teacher can be transferred or an adequate replacement for the teacher cannot be obtained. If more than one teacher has applied for the same position, the determination as to which teacher shall receive it shall be made by the Superintendent.

**E.** All vacancies shall be filled by qualified volunteers if available.

**F.** 1. If during the term of this Agreement, the Board decides upon the necessity for a reduction in force; the Board will notify the Association of such consideration and will discuss such consideration with the Association before finalizing any such action.



2. In the event teachers are not continued in employment because of such reduction, those teachers so affected shall be placed upon the District substitute list.

**G.** In the event there is a vacancy or a new position, all employees shall be notified of such vacancy through the posting procedure as defined in present Board policy. Such posting shall be effected as soon as is practicable after the vacancy becomes known to the Superintendent. At that time the Superintendent will notify the Association President in writing of such vacancy or new position.

## **ARTICLE XVI**

### **TEACHER EVALUATION**

#### **A. OBSERVATION AND EVALUATION**

1. All classroom monitoring or classroom observation of a teacher shall be conducted openly and with full knowledge of the teacher. If such observation or monitoring is not conducted openly and with full knowledge of the teacher, it shall not be used as the basis of any evaluation judgment concerning that teacher.
2. Observation and Evaluation of Teaching Staff Members:  
  
Observations and evaluations shall be conducted in full compliance with the provisions of the *N.J.S.A. 18A: 27-3.1 et seq; N.J.A.C. 6: 3-1.9 et seq, and N.J.A.C. 6:3-1.21.*
3. A teacher shall be given a copy of any observation or evaluation report prepared by his/her evaluator at least one (1) workday before any conference to discuss it.

4. A teacher shall have the right, upon request and reasonable advance notice, to review the contents of his/her personnel file.

**B. DEROGATORY MATERIAL**

Material derogatory to an employee's conduct, service, character or personality shall not 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 the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. In the event the employee refuses to sign the material, such will be noted on the material and it will then be filed. The employee shall also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

**C. NO SEPARATE FILE**

The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents. The Board shall not establish any separate personnel file which is not available for the employee's inspection, with the exception of letters of reference requested of administrators by teaching staff members.

**ARTICLE XVII**

**TEACHERS' FACILITIES**

- A. Each school shall have the following facilities:
  1. Space in each classroom in which teachers may store instructional materials and supplies.

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. A serviceable desk, chair and filing cabinet for the exclusive use of each teacher.
4. Suitable closet space for each teacher to store coats, overshoes and personal articles.

## **ARTICLE XVIII**

### **SICK LEAVE**

- A. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day.
- B. Teachers newly employed in the system who begin work after September 30th shall be credited at the beginning of their employment with a number of sick days which shall be prorated to the number of months or parts of a month remaining in that school year.
- C. Unused sick-leave days shall be accumulated from year to year with no limit beginning the first year of employment. All teachers shall be given a written accounting of unused sick days no later than September 15th of each school year.

## **ARTICLE XIX**

### **TEMPORARY LEAVE OF ABSENCE**

- A. 1. The provisions for leave at full pay stated below shall be for one (1) school year and no unused days shall be accumulated for use in another school

year. Any employee requesting personal leave, with the exception of such leave for death or critical illness, shall do so in writing to the Superintendent prior to the time such leave is needed so that adequate planning for the coverage of the teaching or work station can be made.

- 2.** Absence due to a death in the teacher's immediate family or household shall be allowed with pay for the required period up to five (5) school days per occurrence. The term "immediate family" shall include spouse, mother, mother-in-law, father, father-in-law, sister, brother, child, grandparent, grandchild, step-parent, any person for whom the employee is the legal guardian, and any other member of the immediate household who is legally related.
- 3.** Absence due to the critical illness of a member of the teacher's immediate family or household shall be allowed with full pay up to two (2) days.
- 4.**
  - a.** Personal, legal, business, household or family matters which require absence during school hours shall be allowed with pay for up to three (3) workdays.
  - b.**
    - (1) Any twelve-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.
    - (2) Any twelve-month employee newly employed between March 1 and June 30 shall be entitled to one (1) personal day in the first year of employment.
    - (3) Any ten-month employee newly employed between December 1 and March 15 shall be entitled to two (2) personal days in the first year of employment.

(4) Any ten-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.

- c. Application to the Superintendent for such leave shall be made at least three (3) days before taking such leave (except in the case of emergencies). The applicant for such leave shall be required to list the reason by category as listed above in this section.
- d. The use of such days for recreation or to extend vacation or holiday period shall be prohibited.
- e. All unused days from this category from each school year shall be transferred to the employee's sick leave accumulation in the next school year.

**B.** Any employee is entitled to leave with differential pay for such period as the employee is required to be elsewhere by reason of a jury service or subpoena. "Differential pay" shall be the employee's normal salary for the period less the amount of any compensation received by the employee by reason of jury service or compliance with the subpoena.

**C.** Absence of teachers for visitation to other schools or professional growth shall be allowed two (2) days at full pay in any school year upon approval of the Superintendent. Within ten (10) days, the employee must file a written report of the visitation with the Superintendent's office.

**D.** Absences of employees to attend conferences, workshops, critiques and conventions sponsored or approved by the New Jersey State Department of Education shall be allowed with full pay upon the approval of the Superintendent (attendance shall be supported by required Certificate of Attendance and not exceed

period stipulated within the statutes). If attendance is approved by the Superintendent, or his designee, necessary fees and mileage above the amount utilized for normal home to school (and return) shall be reimbursed to the employee.

## **ARTICLE XX**

### **EXTENDED LEAVES OF ABSENCE**

**A.** A leave of absence without pay of up to three (3) years shall be granted to any teacher who accepts a Fullbright Scholarship.

**B. CHILD-REARING LEAVE**

1. Application for child-rearing leave without pay shall be made by teachers to the Superintendent, no later than three (3) months before the leave is to begin. A leave of absence shall be granted by the Board at the teacher's request.
2. Child rearing leave shall commence at a time mutually agreed upon between the Board and the teacher, and shall at the option of the teacher extend to the end of the first semester or to the end of the current school year. At the request of the teacher, and upon recommendation by the Superintendent, child-rearing leave may be terminated prior to the expiration of the full term for which the leave has been granted. The teacher may apply for and the Board shall grant an extension of the child-rearing leave for the next full school year.
3. Any tenured teacher adopting an infant child shall receive similar leave which shall commence upon him/her receiving defacto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

### **C. Leave of Absence**

1. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's family or household. Such leave will extend to the end of the current work year. Additional leave may be granted at the discretion of the Board at the request of the employee and upon the recommendation of the Superintendent. The need for the employee's presence shall be substantiated by a certificate from the practicing physician. Such leave may be terminated prior to the expiration of the full term for which the leave has been granted, provided sixty days notice is given by the returning employee.
2. Optimum conditions for learning and development of pupils include the regular attendance of the teacher in charge. Effective and efficient performance of all the functions involved in school operation, likewise, depends upon regular attendance on the job of all employees. Employees who qualify should not hesitate to avail themselves of the benefits that are set forth or are inherent in this policy; early recognition of disabling condition may shorten appreciably their duration. On the other hand, the existence of an absence and leave policy does not develop the right to be sick or the right to be absent, per se.
3. All extensions or renewals of leaves shall be applied for in writing.

## **ARTICLE XXI**

### **SABBATICAL LEAVES**

- A. A sabbatical leave shall be granted to a teacher by the Board for study in the

area of public education. This shall include undergraduate studies leading to additional teaching certifications, a graduate degree related to the profession of public education, or for reasons deemed of value to the school system.

**B.** Sabbatical leave shall be granted, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of three (3) teachers at any one time.
2. Request for sabbatical leave must be received in such form as can be mutually agreed on by the Association and the Superintendent, no later than December 1st, and Board action must be taken on all requests no later than the 1<sup>st</sup> Board Meeting in January of the school year prior to that for which the sabbatical leave is requested.
3. The teacher has completed at least seven (7) full school years of service in the Egg Harbor Township School District.
4. A teacher shall be entitled to one (1) year sabbatical leave, at fifty percent (50%) of his/her regular salary which shall be paid on the regular payroll schedule of the District. Prior to leaving on sabbatical leave, the teacher shall sign a note in the amount of salary for that year. Such note shall be cancelled one (1) year after return to the District or upon the death of the teacher, whichever comes first.
5. Upon return from sabbatical leave a teacher shall provide documentation showing a reasonable attempt to achieve his pre-stated goals. At this time, the teacher shall be placed on the salary schedule at the level which he would have achieved had he/she remained actively employed in the system during the period of his/her absence.



6. In the event that a staff member does not return from sabbatical, the 50 percent of the salary paid while on sabbatical may be reimbursed to the Board in a lump sum payment or ten (10) equal payments. These payments take place from September to June of the academic year following the sabbatical leave.

C. The Association and the administration shall establish a joint committee for the purpose of establishing those standards of selection which will be applicable in the instance there are more applicants than positions.

D. In the case of more applicants than the number of positions available, the Superintendent shall notify the Association of the names of the applicants and the reasons for the requested leave. The Superintendent shall seek the advice of the Association on the selection of applicants. The Association shall submit its suggested ranking of applicants in order of preference, which ranking shall be accompanied by a statement of reasons. The Superintendent shall accept the recommendation of the Association for submission to the Board of Education. However, the Superintendent may submit alterations in the recommendations for substantial reasons. In the instance where the Superintendent alters the recommendation for submission to the Board, he shall apprise the Association of his reason for taking such action. Any grievance resulting from such action of the Superintendent may be initiated at the Superintendent's level.

## **ARTICLE XXII**

### **MISCELLANEOUS PROVISIONS**

A. The Board and 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, assignment, promotion, transfer or discipline of employees or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

**B.** Any individual contract between the Board and an individual employee heretofore or hereinafter 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.

**C.** The Board agrees to deduct from employees' salaries money for tax sheltered annuities payable to five (5) agents of the Association's choice as long as at least five (5) employees participate in the offerings of the agent and/or the Teachers Pension and Annuity Fund, as requested by the employee.

**D.** Employees may individually elect to have a percentage of their pay automatically deducted and deposited in the Atlantic Burlington Credit Organization (ABCO).

**E.** Copies of this Agreement shall be professionally printed, the expense to be shared equally by the Board and the Association, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed.

**F.** Whenever any notice is required to be given by either of the parties to this agreement, either party shall do so in writing at the following address:

1. If by Association to Board:

Board of Education of Egg Harbor Township  
202 Naples Avenue  
Egg Harbor Township, N.J. 08234

2. If by Board to Association: to the President of the Association at the address supplied to the Board in September of each year.

### **ARTICLE XXIII**

#### **PERSONAL PROPERTY DAMAGE**

**A.** The Board will establish a fund of one thousand dollars (\$1,000.00) to pay for valid claims of employees for damage to a vehicle of the employee due to vandalism while parked at the school during the time the employee is on school business and/or attending a school sponsored or school related function or activity held at the school or at another location such as field trips, extracurricular activity, etc. Upon presentation of a claim and appropriate validation of such claim by an employee to the Board of Education, the Board will reimburse to the employee the deductible amount paid by the employee under comprehensive insurance coverage to a maximum of seventy-five dollars (\$75.00) per event.

**B.** The Board will not be liable for such payment if the employee's vehicle is on school property for a reason that is not related to the employee's job.

**C.** The Board will establish a fund of seven hundred fifty dollars (\$750.00) for payment of valid claims by employees for clothing or personal property damaged as a result of physical contact with students which may occur while the employee is attempting to maintain discipline and order in school at a school related function.

## **ARTICLE XXIV**

### **ASSOCIATION/ADMINISTRATION LIAISON**

#### **A. DISTRICT**

1. The Association President and other appropriate Association Representatives shall meet with the Superintendent and other appropriate administrators four (4) times per year or more often as mutually agreed.
2. The dates and times for such meetings shall be mutually determined.
3. Neither party shall be required to discuss any matter unless reasonable prior notice has been given of the intent to raise the topic for discussion.
4. If the parties agree upon a recommendation to be made to the Board of Education, the Superintendent shall, if requested by the Association, inform the Board that the recommendation was developed through the liaison.
5. The Superintendent shall notify the Association of the disposition by the Board of any such recommendation.

#### **B. BUILDING**

1. The Principal and Association representatives in the building shall meet on a regular basis or at the request of either party. The meetings shall be at a mutually agreed time and shall be for the purpose of discussion on matters of concern within the building.
2. The Association representatives may request the submission of any recommendation developed within the liaison to the Superintendent. The principal shall notify the Association representatives of the disposition of such recommendation by the Superintendent.

C. Matters for discussion in liaison are understood to be issues of concerns other than negotiated terms and conditions of employment.

**ARTICLE XXV**

**REIMBURSEMENT FOR EDUCATIONAL CREDITS**

**A. TEACHERS**

1. A pool of funds will be set aside each school year to be used for approved educational credits in the following amounts:

|                |          |
|----------------|----------|
| 2006-2007..... | \$30,000 |
| 2007-2008..... | \$40,000 |
| 2008-2009..... | \$50,000 |

2. If the funds are not disbursed in any school year, they will not be carried over into the next school year. Individual reimbursement will be on a first come, first serve basis and limited to \$200 (2006-2007), \$250 (2007-2008), and \$300 (2008-2009) per course, per semester. Prior approval of the Superintendent and the Board must be obtained in order for reimbursement to be given.

**CERTIFIED STAFF - SCHEDULE A-1**

| <b>STEPS</b> | <b>BA</b> | <b>BA + 15</b> | <b>BA + 30</b> | <b>MA</b> | <b>MA + 15</b> | <b>MA + 30</b> | <b>MA + 45</b> | <b>DOC</b> |
|--------------|-----------|----------------|----------------|-----------|----------------|----------------|----------------|------------|
| A            | 42,800    | 43,860         | 44,860         | 45,860    | 46,860         | 47,860         | 48,860         | 49,860     |
| B/C          | 43,000    | 44,060         | 45,060         | 46,060    | 47,060         | 48,060         | 49,060         | 50,060     |
| D/E          | 43,200    | 44,260         | 45,260         | 46,260    | 47,260         | 48,260         | 49,260         | 50,260     |
| F            | 43,450    | 44,510         | 45,510         | 46,510    | 47,510         | 48,510         | 49,510         | 50,510     |
| G            | 43,700    | 44,760         | 45,760         | 46,760    | 47,760         | 48,760         | 49,760         | 50,760     |
| H            | 44,350    | 45,410         | 46,410         | 47,410    | 48,410         | 49,410         | 50,410         | 51,410     |
| I            | 45,057    | 46,117         | 47,117         | 48,117    | 49,117         | 50,117         | 51,117         | 52,117     |
| J            | 45,901    | 46,961         | 47,961         | 48,961    | 49,961         | 50,961         | 51,961         | 52,961     |
| K            | 46,950    | 48,010         | 49,010         | 50,010    | 51,010         | 52,010         | 53,010         | 54,010     |
| L/M          | 48,400    | 49,460         | 50,460         | 51,460    | 52,460         | 53,460         | 54,460         | 55,460     |
| N/O          | 51,266    | 52,326         | 53,326         | 54,326    | 55,326         | 56,326         | 57,326         | 58,326     |
| P            | 56,165    | 57,225         | 58,225         | 59,225    | 60,225         | 61,225         | 62,225         | 63,225     |
| Q            | 61,809    | 62,869         | 63,869         | 64,869    | 65,869         | 66,869         | 67,869         | 68,869     |
| R            | 67,495    | 68,555         | 69,555         | 70,555    | 71,555         | 72,555         | 73,555         | 74,555     |

Upon completion of the "Q" step and 20 years experience in education, the teacher shall receive longevity. (\$3,500).

Upon completion of the "Q" step and 25 years experience in education, the teacher shall receive additional longevity of \$1,650.

**CERTIFIED STAFF - SCHEDULE A-2**

| <b>STEPS</b> | <b>BA</b>     | <b>BA + 15</b> | <b>BA + 30</b> | <b>MA</b>     | <b>MA + 15</b> | <b>MA + 30</b> | <b>MA + 45</b> | <b>DOC</b>    |
|--------------|---------------|----------------|----------------|---------------|----------------|----------------|----------------|---------------|
| <b>A</b>     | <b>44,000</b> | <b>45,080</b>  | <b>46,080</b>  | <b>47,080</b> | <b>48,080</b>  | <b>49,080</b>  | <b>50,080</b>  | <b>51,080</b> |
| <b>B</b>     | <b>44,200</b> | <b>45,280</b>  | <b>46,280</b>  | <b>47,280</b> | <b>48,280</b>  | <b>49,280</b>  | <b>50,280</b>  | <b>51,280</b> |
| <b>C/D</b>   | <b>44,400</b> | <b>45,480</b>  | <b>46,480</b>  | <b>47,480</b> | <b>48,480</b>  | <b>49,480</b>  | <b>50,480</b>  | <b>51,480</b> |
| <b>E/F</b>   | <b>45,100</b> | <b>46,180</b>  | <b>47,180</b>  | <b>48,180</b> | <b>49,180</b>  | <b>50,180</b>  | <b>51,180</b>  | <b>52,180</b> |
| <b>G</b>     | <b>45,400</b> | <b>46,480</b>  | <b>47,480</b>  | <b>48,480</b> | <b>49,480</b>  | <b>50,480</b>  | <b>51,480</b>  | <b>52,480</b> |
| <b>H</b>     | <b>45,900</b> | <b>46,980</b>  | <b>47,980</b>  | <b>48,980</b> | <b>49,980</b>  | <b>50,980</b>  | <b>51,980</b>  | <b>52,980</b> |
| <b>I</b>     | <b>47,700</b> | <b>48,780</b>  | <b>49,780</b>  | <b>50,780</b> | <b>51,780</b>  | <b>52,780</b>  | <b>53,780</b>  | <b>54,780</b> |
| <b>J</b>     | <b>48,300</b> | <b>49,380</b>  | <b>50,380</b>  | <b>51,380</b> | <b>52,380</b>  | <b>53,380</b>  | <b>54,380</b>  | <b>55,380</b> |
| <b>K</b>     | <b>49,200</b> | <b>50,280</b>  | <b>51,280</b>  | <b>52,280</b> | <b>53,280</b>  | <b>54,280</b>  | <b>55,280</b>  | <b>56,280</b> |
| <b>L</b>     | <b>50,600</b> | <b>51,680</b>  | <b>52,680</b>  | <b>53,680</b> | <b>54,680</b>  | <b>55,680</b>  | <b>56,680</b>  | <b>57,680</b> |
| <b>M/N</b>   | <b>53,500</b> | <b>54,580</b>  | <b>55,580</b>  | <b>56,580</b> | <b>57,580</b>  | <b>58,580</b>  | <b>59,580</b>  | <b>60,580</b> |
| <b>O/P</b>   | <b>58,335</b> | <b>59,415</b>  | <b>60,415</b>  | <b>61,415</b> | <b>62,415</b>  | <b>63,415</b>  | <b>64,415</b>  | <b>65,415</b> |
| <b>Q</b>     | <b>64,000</b> | <b>65,080</b>  | <b>66,080</b>  | <b>67,080</b> | <b>68,080</b>  | <b>69,080</b>  | <b>70,080</b>  | <b>71,080</b> |
| <b>R</b>     | <b>69,691</b> | <b>70,771</b>  | <b>71,771</b>  | <b>72,771</b> | <b>73,771</b>  | <b>74,771</b>  | <b>75,771</b>  | <b>76,771</b> |

Upon completion of the "Q" step and 20 years experience in education, the teacher shall receive longevity. (\$3,500).

Upon completion of the "Q" step and 25 years experience in education, the teacher shall receive additional longevity of \$1,650.

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**CERTIFIED STAFF - SCHEDULE A-3**

| <b>STEPS</b> | <b>BA</b> | <b>BA + 15</b> | <b>BA + 30</b> | <b>MA</b> | <b>MA + 15</b> | <b>MA + 30</b> | <b>MA + 45</b> | <b>DOC</b> |
|--------------|-----------|----------------|----------------|-----------|----------------|----------------|----------------|------------|
| A            | 45,500    | 46,600         | 47,600         | 48,600    | 49,600         | 50,600         | 51,600         | 52,600     |
| B            | 45,700    | 46,800         | 47,800         | 48,800    | 49,800         | 50,800         | 51,800         | 52,800     |
| C            | 45,900    | 47,000         | 48,000         | 49,000    | 50,000         | 51,000         | 52,000         | 53,000     |
| D/E          | 46,600    | 47,700         | 48,700         | 49,700    | 50,700         | 51,700         | 52,700         | 53,700     |
| F/G          | 46,900    | 48,000         | 49,000         | 50,000    | 51,000         | 52,000         | 53,000         | 54,000     |
| H            | 47,700    | 48,800         | 49,800         | 50,800    | 51,800         | 52,800         | 53,800         | 54,800     |
| I            | 49,700    | 50,800         | 51,800         | 52,800    | 53,800         | 54,800         | 55,800         | 56,800     |
| J            | 50,500    | 51,600         | 52,600         | 53,600    | 54,600         | 55,600         | 56,600         | 57,600     |
| K            | 51,400    | 52,500         | 53,500         | 54,500    | 55,500         | 56,500         | 57,500         | 58,500     |
| L            | 52,755    | 53,855         | 54,855         | 55,855    | 56,855         | 57,855         | 58,855         | 59,855     |
| M            | 55,686    | 56,786         | 57,786         | 58,786    | 59,786         | 60,786         | 61,786         | 62,786     |
| N/O          | 60,400    | 61,500         | 62,500         | 63,500    | 64,500         | 65,500         | 66,500         | 67,500     |
| P/Q          | 66,203    | 67,303         | 68,303         | 69,303    | 70,303         | 71,303         | 72,303         | 73,303     |
| R            | 71,758    | 72,858         | 73,858         | 74,858    | 75,858         | 76,858         | 77,858         | 78,858     |

Upon completion of the "Q" step and 20 years experience in education, the teacher shall receive longevity. (\$3,500).

Upon completion of the "Q" step and 25 years experience in education, the teacher shall receive additional longevity of \$1,650.



**Appendix A****EXTRA CURRICULAR STIPEND GUIDES**

| <b><u>ACTIVITY</u></b>              | <b>2006-2007</b> | <b>2007-2008</b> | <b>2008-2009</b> |
|-------------------------------------|------------------|------------------|------------------|
| <b><u>DISTRICT STIPENDS</u></b>     |                  |                  |                  |
| Club/Recreation                     | \$26.82          | \$27.76          | \$28.73          |
| AVA                                 | \$2,513.52       | \$2,601.49       | \$2,692.54       |
| After School Library Monitor        | \$23.82          | \$27.76          | \$28.73          |
| Lost Prep Period                    | \$37.72          | \$39.04          | \$40.41          |
| Bedside Instructor                  | \$46.50          | \$48.13          | \$49.81          |
| Curriculum Work                     | \$37.88          | \$39.21          | \$40.58          |
| Summer School                       | \$50.14          | \$51.89          | \$53.71          |
| <b><u>MIDDLE SCHOOL</u></b>         |                  |                  |                  |
| <b><u>Sports</u></b>                |                  |                  |                  |
| Athletic Coordinator                | \$10,350         | \$10,712         | \$11,087         |
| Soccer & Field Hockey (H)           | \$3,866          | \$4,001          | \$4,141          |
| X-Country & Cheerleading (H)        | \$2,420          | \$2,505          | \$2,593          |
| X-Country (A)                       | \$1,542          | \$1,596          | \$1,652          |
| Basketball & Wrestling (H)          | \$4,685          | \$4,849          | \$5,019          |
| Basketball & Wrestling (A)          | \$3,851          | \$3,986          | \$4,126          |
| Volley Ball (H)                     | \$2,094          | \$2,267          | \$2,243          |
| Weightlifting                       | \$4,688          | \$4,852          | \$5,022          |
| Baseball & Softball (H)             | \$4,024          | \$4,165          | \$4,311          |
| Baseball & Softball (A)             | \$3,216          | \$3,329          | \$3,446          |
| Track (H)                           | \$3,866          | \$4,001          | \$4,141          |
| Track (A)                           | \$3,094          | \$3,202          | \$3,314          |
| <b><u>Year Round Activities</u></b> |                  |                  |                  |
| Student Council                     | \$2,852          | \$2,952          | \$3,055          |
| SADD                                | \$2,852          | \$2,952          | \$3,055          |
| Builders Club                       | \$2,852          | \$2,952          | \$3,055          |
| Project Success                     | \$2,852          | \$2,952          | \$3,055          |
| Yearbook Editorial                  | \$2,852          | \$2,952          | \$3,055          |
| Yearbook Financial                  | \$2,852          | \$2,952          | \$3,055          |
| Band                                | \$2,852          | \$2,952          | \$3,055          |
| String/Orchestra                    | \$2,852          | \$2,952          | \$3,055          |
| Chorus/Ensemble/South Jersey        | \$2,852          | \$2,952          | \$3,055          |
| Chorus                              | \$2,852          | \$2,952          | \$3,055          |
| <b><u>Year Round Clubs</u></b>      |                  |                  |                  |
| Tech Crew                           | \$2,282          | \$2,362          | \$2,445          |
| Computers                           | \$2,282          | \$2,362          | \$2,445          |
| Drama                               | \$2,282          | \$2,362          | \$2,445          |
| Art                                 | \$2,282          | \$2,362          | \$2,445          |
| Newspaper                           | \$2,282          | \$2,362          | \$2,445          |
| Science Club                        | \$2,282          | \$2,362          | \$2,445          |
| <b><u>Single Events</u></b>         |                  |                  |                  |
| Honor Society                       | \$1,712          | \$1,772          | \$1,834          |
| Talent Show                         | \$1,712          | \$1,772          | \$1,834          |
| Talent Show Assistant               | \$1,712          | \$1,772          | \$1,834          |
| Think Day                           | \$1,712          | \$1,772          | \$1,834          |

|  |         |         |         |
|--|---------|---------|---------|
| Intramurals  | \$913   | \$945   | \$978   |
| Promotions Advisor   | \$607   | \$628   | \$650   |
| <b><u>High School</u></b>  |         |         |         |
| Football (H)   | \$8,915 | \$9,227 | \$9,550 |
| Football (A)   | \$5,549 | \$5,743 | \$5,944 |
| Basketball, Swimming, & Wrestling (H)  | \$7,561 | \$7,826 | \$8,100 |
| Basketball, Swimming, & Wrestling (A)  | \$4,688 | \$4,852 | \$5,022 |
| Baseball, Softball & Crew (H)  | \$6,508 | \$6,736 | \$6,972 |
| Baseball, Softball & Crew (A)  | \$4,024 | \$4,165 | \$4,311 |
| Hockey, Track & Soccer (H)   | \$6,251 | \$6,470 | \$6,696 |
| Hockey, Track & Soccer (A)   | \$3,914 | \$4,051 | \$4,193 |
| Cross Country (H)  | \$4,186 | \$4,333 | \$4,485 |
| Cross Country (A)  | \$2,912 | \$3,014 | \$3,119 |
| Tennis & Golf (H)  | \$4,394 | \$4,548 | \$4,707 |
| Tennis & Golf (A)  | \$2,912 | \$3,014 | \$3,119 |
| Cheerleading (H)   | \$5,286 | \$5,471 | \$5,662 |
| Cheerleading (A)   | \$3,158 | \$3,269 | \$3,383 |
| Gymnastics (H)   | \$3,427 | \$3,547 | \$3,671 |
| Varsity Club Advisor   | \$3,831 | \$3,965 | \$4,104 |
| Senior Class Advisor   | \$3,782 | \$3,914 | \$4,051 |
| Junior Class Advisor   | \$3,326 | \$3,442 | \$3,562 |
| Sophomore Class Advisor  | \$2,778 | \$2,875 | \$2,976 |
| Freshman Class Advisor   | \$2,288 | \$2,368 | \$2,451 |
| Student Council & Student Mediation  | \$3,584 | \$3,709 | \$3,839 |
| Assistant Student Council & Assistant Student Mediation                        | \$2,460 | \$2,546 | \$2,635 |
| Yearbook Editorial   | \$3,376 | \$3,494 | \$3,616 |
| Yearbook Business  | \$2,383 | \$2,466 | \$2,552 |
| Future Homemakers  | \$1,392 | \$1,441 | \$1,491 |
| Hiking, Ski, Vica, 1A & Computer   | \$1,308 | \$1,354 | \$1,401 |
| Media, Stagecraft, & School Store  | \$2,855 | \$2,955 | \$3,058 |
| Newspaper, Dance, Aerobics, Garden & Academic Challenge Clubs                  | \$2,709 | \$2,804 | \$2,902 |
| Math Club  | \$1,578 | \$1,633 | \$1,690 |
| FBLA, Foreign Language, Future Business  | \$1,676 | \$1,735 | \$1,796 |
| Intramural & Gymnastics  | \$1,912 | \$1,979 | \$2,048 |
| Jazz Ensemble & Bell Choir   | \$2,359 | \$2,442 | \$2,527 |
| Marching Band (Fall)   | \$4,892 | \$5,063 | \$5,240 |
| Band Front, Drama & Thespian Clubs   | \$3,226 | \$3,339 | \$3,456 |
| Bowling, Photography, Afro-American Club, & Multicultural Society              | \$2,181 | \$2,257 | \$2,336 |
| Vocal Music & Choir  | \$2,679 | \$2,773 | \$2,870 |
| College Prep, NHS, GNHS, Asst. Key Club, Assistant Drama, & Assistant Interact | \$2,006 | \$2,076 | \$2,149 |
| Key Club, SADD, Career Clubs, Interact, & Biz Bagels                           | \$2,984 | \$3,088 | \$3,196 |
| Foreign Exchange   | \$1,468 | \$1,519 | \$1,572 |
| Mock Trial & World Affairs, RAD  | \$1,297 | \$1,342 | \$1,389 |
| Indoor Guard   | \$2,810 | \$2,908 | \$3,010 |
| Academic Coaches   | \$1,297 | \$1,342 | \$1,389 |

|  |         |         |         |
|--|---------|---------|---------|
| High School Music Director                 | \$4,224 | \$4,372 | \$4,525 |
| Aud. & Rehearsal Accompanist & Visual Arts | \$1,500 | \$1,533 | \$1,607 |
| Show Accompanist                           | \$75.48 | \$78.12 | \$80.85 |
| Vocal Coach                                | \$756   | \$782   | \$809   |
| Sound Technician                           | \$592   | \$613   | \$634   |
| Choreographer                              | \$1,885 | \$1,951 | \$2,019 |
| Conductor                                  | \$1,131 | \$1,171 | \$1,212 |
| Musicians                                  | \$73.08 | \$75.64 | \$78.29 |
| Costume Coordinator                        | \$1,810 | \$1,873 | \$1,939 |
| Stage Crew Advisor                         | \$2,685 | \$2,779 | \$2,876 |
| Awards Coordinator                         | \$668   | \$691   | \$715   |
| Commencement Coordinator                   | \$668   | \$691   | \$715   |
| Fall Assistant Band                        | \$3,833 | \$3,967 | \$4,106 |
| National Science League - Biology          | \$1,970 | \$2,039 | \$2,110 |
| National Science League – Chemistry        | \$1,970 | \$2,039 | \$2,110 |
| National Science League - Physics          | \$1,970 | \$2,039 | \$2,110 |
| National Society of Black Engineers        | \$1,970 | \$2,039 | \$2,110 |
| <b><u>Summer Extra Duty</u></b>            |         |         |         |
| Band Director                              | \$9,065 | \$9,382 | \$9,710 |
| Band Front, Summer Weight Training         | \$4,024 | \$4,165 | \$4,311 |
| <b><u>Additional Extra Duty</u></b>        |         |         |         |
| Ticket Seller, Guard, & Chain Gang         | \$60.42 | \$62.53 | \$64.72 |
| Life Guard                                 | \$29.97 | \$31.02 | \$32.11 |
| Graduation, Baccalaureate                  | \$607   | \$628   | \$650   |
| <b><u>Eagle Academy</u></b>                |         |         |         |
| Job Developer                              | \$2,448 | \$2,534 | \$2,623 |
| Newsletter / Yearbook                      | \$2,448 | \$2,534 | \$2,623 |
| Video / Radio                              | \$2,448 | \$2,534 | \$2,623 |
| Horticulture                               | \$2,448 | \$2,534 | \$2,623 |
| Healthcare Job Shadows                     | \$2,448 | \$2,534 | \$2,623 |
| Basketball                                 | \$2,448 | \$2,534 | \$2,623 |
| Drug / Family                              | \$2,448 | \$2,534 | \$2,623 |

## ARTICLE IX

### SECRETARY AND PARAPROFESSIONAL RIGHTS

**A.** Every employee shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection. As a duly selected body, exercising governmental power under the laws 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 1974, that it shall not discriminate against any employee with respect to hours, wages or any terms and conditions of employment by reason of his membership or lack of membership in the Association and its affiliates, his participation or lack of participation in the legal activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance complaint or proceeding under this Agreement.

**B.** Nothing contained therein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

**C.** No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board of Education or any agent or representative thereof, shall be subject to the Grievance Procedure herein set forth.

**D.** 1. Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter

which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.

2. Whenever any employee is required to appear before any administrator on a matter, which involves an accusation, a reprimand or some disciplinary action, the employee shall receive reasonable written notice of the meeting, which will include the reason for such meeting.

**E.** During the term of this Agreement, the administration will develop a procedure, which will set forth appropriate regulations governing conditions under which supervisors or administrators criticize employees. Such procedure will be implemented after consultation with the Association on its provisions.

**F.** Disciplinary letters to be incorporated into the personnel file of an employee shall be cosigned by the Superintendent or an Assistant Superintendent, in addition to the signature of the initiating administrator.

**G.** No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

**H. DEROGATORY MATERIAL**

Material derogatory to an employee's conduct, service, character or personality shall not 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 the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way

indicates agreement with the contents thereof. In the event the employee refuses to sign the material, such will be noted on the material and it will then be filed. The employee shall also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

**I. NO SEPARATE FILE**

The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents. The Board shall not establish any separate personnel file which is not available for the employee's inspection, with the exception of letters of reference requested of administrators by teaching staff members.

1. An employee shall have the right upon request to review the contents of his/her personnel file, except the confidential records such as prior employee references, which shall not be open for review.
2. The employee shall also have the right to submit a written answer to such material within ten (10) working days.

**ARTICLE X**

**SECRETARY AND PARAPROFESSIONAL WORK YEAR**

**A. SECRETARIES**

The work year for twelve (12) month secretaries shall be from July 1 to June 30.

**B. PARAPROFESSIONALS**

The work year for paraprofessionals shall be one hundred eighty-four (184)

days, including one “back to school” night meeting.

## **ARTICLE XI**

### **SECRETARY AND PARAPROFESSIONAL WORK HOURS**

#### **A. SECRETARIES**

Starting and ending time for secretaries will depend upon the hours of the building in which the secretary is assigned. However, the workday shall not be more than eight (8) hours, inclusive of a one (1) hour duty-free lunch.

#### **B. PARAPROFESSIONAL**

The workday for paraprofessional shall be seven (7) hours, inclusive of a duty-free lunch period of the same length as the teacher to whom the paraprofessional is assigned. Starting and ending times will depend upon the hours of the building to which the paraprofessional is assigned.

## **ARTICLE XII**

### **WORK SCHEDULE**

#### **A. VACATION SCHEDULE (12 MONTH EMPLOYEES)**

1. Vacation eligibility shall include two (2) weeks after one (1) year employment and three (3) weeks after six (6) years of service and four (4) weeks after twelve (12) years of service in the Egg Harbor Township School System (computed from the date of initial employment in the District).
2. Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor.

**B. HOLIDAY SCHEDULE**

The holiday schedule shall include the School Calendar, Independence Day, Labor Day and days when schools are closed because of weather conditions. When other emergency conditions close a school where a secretary and/or paraprofessional works, the administration shall release or transfer the employee.

**ARTICLE XIII**

**OVERTIME**

**A.** Overtime is 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.

**B.** Overtime will be assigned at the discretion of the immediate supervisor.

**C.** Overtime may be taken in compensatory time at the rate of time and one-half if requested by the employee, agree to by the supervisor and is taken at a time mutually agreeable to the supervisor and the employee. If not so, overtime remuneration shall result in monetary pay at the rate of one and one-half (1 ½) times the regular salary of the individual employee.

**D.** Any hours worked from thirty-six (36) hours to forty (40) hours are to be compensated at regular rate as per individual employee's step on the guide. Overtime hours must have prior approval of the building principal and must be recorded on payroll certification form.



**ARTICLE XIV**  
**SECRETARIES AND PARAPROFESSIONAL**  
**EMPLOYMENT AND SALARIES**

**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 resigns or is discharged for cause, irrespective of whether or not he is subsequently re-hired 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 seniority of all employees in the district in the category (secretaries and paraprofessionals). 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 seven (7) calendar 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 indicates that he does not desire to return to such work, he shall forfeit all his seniority and all his rights to recall. In the

event he shall fail to report to work, he shall forfeit all of his seniority and all rights to recall.

4. The seniority provision may be waived for one-on-one aides who are dealing with the needs of special education and/or related services for a student.

**B. SALARIES**

The salaries of secretaries are set forth in Schedules “B-1, B-2 and B3” for 2006-2009. The salaries of paraprofessionals are set forth in Schedules “C-1, C-2 and C-3” for 2006-2009.

**C. PLACEMENT ON THE SALARY SCHEDULE**

Any twelve (12) month employee initially employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. For ten (10) month employees, increment credit for the subsequent year shall apply if the employee was initially employed prior to February 1 of the prior school year.

**D. NOTIFICATION OF CONTRACT AND SALARY**

Secretaries and Paraprofessional shall be notified of their contract and salary status for the ensuing year no later than May 31 or upon completion of negotiations, whichever comes later.

**E. PAY SCHEDULE**

1. All employees will be paid on the 15<sup>th</sup> and the 30<sup>th</sup> of each month except when the date falls on a holiday; then employees shall be paid on the last preceding work day.
2. Paraprofessionals shall receive their regular check and the pay schedule for the following year on the last payday in June, as per subparagraph 1 of

this paragraph, providing they have been checked out by the principal.

3. Under normal circumstances, employees shall be given a copy of the school calendar for the next school year on or about July 1.
4. Employees may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds are to be placed in an interest-bearing account by the Board Secretary in the name of the employee.

**F. NON-TENURED DISMISSAL**

A terminated non-tenured employee shall receive thirty (30) calendar days notice or thirty (30) calendar days pay in lieu of notice, plus accumulated vacation except for instances of theft, drunkenness, fighting, drug influence or moral turpitude which shall be subject to the grievance procedure.

**G. RESIGNATION**

Any secretary or paraprofessional who is resigning from his position shall give the normal thirty (30) days notice.

**H. DISTRICT POSTINGS**

The Superintendent or designee or Business Administrator shall deliver to the Association and post in all school buildings a list of known vacancies and/or new positions as soon as such vacancies/positions are known. Such postings shall be where all notices to employees are usually posted. Nothing herein precludes temporary interim appointments.

**I. ASSIGNED DUTIES**

1. Any secretary or paraprofessional covered by this Agreement cannot be assigned any other duties outside of the duties appropriate to their

position and consistent with their general job description, except in case of emergency.

2. At no time shall a secretary or paraprofessional be requested or required to, in any way, supervise pupils at any work location except in case of an emergency.
3. A paraprofessional with substitute certification will be used to substitute in case of emergency, when no other substitute is available. The aide will receive an additional \$25.00 per day when used as a substitute.
4. A new Paraprofessional will get a job description for positions. Except in cases of emergency, aides will be notified by August 15 if their assignment is to be changed as of September 1.

## **ARTICLE XV**

### **REDUCTION IN RANK OF JOB CLASSIFICATION**

- A. Employees shall not be reduced in rank or job classification without just cause nor shall they be reprimanded, suspended or dismissed without just cause.
- B. Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent or designee, Business Administrator or their designee, reason for such reduction not later than fifteen (15) working days of either the effective date or reduction in rank or job classification, or of the date on which the employee was formally notified.
- C. Any reduction in rank or job classification, regardless of compensation, or the issuance of a reprimand, may be subject to the Grievance Procedure; however, in matters of suspension or dismissal of a tenured employee, the grievant may

appeal only to the Commissioner of Education if dissatisfied with the response of the Board.

## **ARTICLE XVI**

### **OBSERVATION AND EVALUATION**

All secretaries and paraprofessionals shall be evaluated by their immediate supervisor at least one (1) time in each year to be followed in each instance by a written evaluation report and by a conference between the employee and his immediate supervisor for the purpose of identifying any deficiencies and extending assistance for their correction.

## **ARTICLE XVII**

### **SICK LEAVE**

#### **A. ACCUMULATIVE**

1. All twelve (12) month employees shall be entitled to twelve (12) sick days each year. All ten (10) month employees shall be entitled to ten (10) sick days each year.
2. Secretaries and/or paraprofessionals 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 a full month.

#### **B. NOTIFICATION OF ACCUMULATION**

Unused sick-leave days shall be accumulated from year to year with no limit beginning the first year of employment. All employees shall be given a written

accounting of accumulated sick leave by September 15<sup>th</sup>.

**C. PAY FOR SICK LEAVE UPON RETIREMENT**

1. Secretaries and Paraprofessionals 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 on the employee salary guide in effect at the time of retirement. In order to qualify for the benefit, the employee must have at the time of retirement at least fifty (50) unused sick days to his credit.
2. In addition, an employee intending to retire must notify the Board in writing no later than November 1<sup>st</sup> of the prior calendar year in order to receive payment on July 1<sup>st</sup>. When requested in writing, the payment will be made on January 2<sup>nd</sup> of the year following the effective retirement. If timely notice is not provided (i.e. before November 1<sup>st</sup>), then payment shall be on July 1<sup>st</sup> of the calendar year following retirement.

**ARTICLE XVIII**

**TEMPORARY LEAVE OF ABSENCE**

The provisions for leave at full pay stated below shall be for one (1) school year and no unused days shall be accumulated for use in another school year. Any employee requesting personal leave, with the exception of such leave for death or critical illness, shall do so in writing to the Superintendent prior to the time such leave is needed so that adequate planning for the coverage of the teaching or work station can be made.

**A. TYPES OF LEAVE**

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:

**1. Personal**

- a. Personal, legal, business, household or family matters which require absence during school hours shall be allowed with pay for up to three (3) workdays.
- b. Any twelve-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 ten-month employee newly employed between December 1 and March 15 shall be entitled to two (2) personal days in the first year of employment.
- d. Any ten-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.
- e. Any twelve-month employee newly employed between March 1 and June 30 shall be entitled to one (1) personal day in the first year of employment.
- f. Application to the Superintendent for such leave shall be made at least three (3) days before taking such leave (except in the case of emergencies). The applicant for such leave shall be required to list the reason by category as listed above in this section.
- g. The use of such days for recreation or to extend vacation or holiday period shall be prohibited.

h. All unused days from this category from each school year shall be transferred to the employee's sick leave accumulation in the next school year.

**2. DEATH**

Absence due to a death in the secretary's or paraprofessional's immediate family or household shall be allowed with pay for the required period up to five (5) school days per occurrence. The term "immediate family" shall include spouse, mother, mother-in-law, father, father-in-law, sister, brother, child, grandparent, grandchild, step-parent, any person for whom the employee is the legal guardian and any other member of the immediate household who is legally related.

**3. CRITICAL ILLNESS**

Absence due to the critical illness of a member of the employee's immediate family shall be allowed with full pay up to two (2) school days.

**4. JURY DUTY**

Any employee is entitled to leave with differential pay for such period as the employee is required to be elsewhere by reason of a jury service or subpoena. "Differential pay" shall be the employee's normal salary for the period less the amount of any compensation received by the employee by reason of jury service or compliance with the subpoena.

**5. CONFERENCES, WORKSHOPS, ETC.**

Absences to attend conferences, workshops and conventions sponsored or approved by the New Jersey State Department of Education shall be allowed with full pay upon prior approval of the Superintendent or designee. It is the Administration's sole discretion to grant the leave to



attend the conference/workshop, and any denial shall not be grieved.

## **ARTICLE XIX**

### **EXTENDED LEAVE**

#### **A. CHILD-REARING LEAVE**

1. Child-rearing leave without pay shall be granted to a secretary or paraprofessional with a child less than six (6) months of age, provided 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 option, grant such extension.
2. Child-rearing leave shall commence at the end of the period of disability for childbirth or at such other time as is agreed upon by the Board and the secretary or paraprofessional.
3. Notice that a secretary or paraprofessional on leave intends to return to active duty must be given no later than April 1<sup>st</sup> of the prior school year.
4. A secretary or paraprofessional returning from a district approved leave may be restored to a position in the district equivalent to the position vacated at the commencement of said leave.
5. A secretary or paraprofessional 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 six (6) months or more have been worked, if a twelve (12) month employee, or five (5) months or more have been worked, if a ten

(10) month employee, in the year in which the leave was granted. Time spent on unpaid leave will not be credited toward seniority.

6. A secretary or paraprofessional adopting an infant child up to two (2) years of age shall receive similar leave which shall commence upon her receiving defacto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. All of the above procedures shall apply where applicable.
7. A secretary or paraprofessional on leave may continue his 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 the insurance providers, if he so chooses, and in that event will pay all premiums.

**B. LEAVE OF ABSENCE**

1. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's family or household. Such leave will extend to the end of the current work year. Additional leave may be granted at the discretion of the Board at the request of the employee and upon the recommendation of the Superintendent. The need for the employee's presence shall be substantiated by a certificate from the practicing physician. Such leave may be terminated prior to the expiration of the full term for which the leave has been granted, provided sixty days notice is given by the returning employee.
2. All extensions or renewals of leaves shall be applied for in writing.
3. Upon return from district approved leave, the employee will be restored to his/her previous position with salary, benefits and accumulated sick leave.

## **ARTICLE XX**

### **PROTECTION OF EMPLOYEES**

- A. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior.
- B. Such notification shall be immediately forwarded to the Superintendent or designee.

## **ARTICLE XXI**

### **MILEAGE**

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all driving done on school business at the rate per mile set by the Internal Revenue Service.

## **ARTICLE XXII**

### **MISCELLANEOUS PROVISIONS**

A. The Board agrees to make regular payroll deductions and deposit the money deducted in an employee's account in the ABCO Federal Employees Credit Union upon the employee's written authorization. The Board Secretary will develop rules for application and changes.

#### **TUITION REIMBURSEMENT**

1. Secretaries and paraprofessionals shall be reimbursed the cost for courses taken that are work related and are requested in advance of the taking of such courses and receive the approval of the Superintendent or his designee.
2. Each secretary and paraprofessional shall be eligible for one hundred

dollars (\$100.00) per year for professional improvement subject to central administration approval and professional day report completion. This includes one (1) professional day and excludes mileage.

### **ARTICLE XXIII**

#### **EMPLOYEE FACILITIES**

Each school shall have the following facilities:

1. A work area containing adequate equipment and supplies to aid in the performance of employee's responsibilities.

### **ARTICLE XXIV**

#### **EMPLOYEE ASSIGNMENTS/REASSIGNMENTS**

- A.** Employees who desire a change in job assignment or transfer to another building may file a written statement of such desire with the Superintendent not later than May 15th. Such statement shall include the job assignment to which the employee desires to be assigned and the school or schools to which he desires to be transferred in order of preference.
- B.** All vacancies shall be filled by qualified volunteers, if available.
- C.** If during the term of this Agreement the Board decides upon the necessity for a reduction in force, the Board will notify the Association of such consideration and will discuss such consideration with the Association before finalizing any such action.
- D.** In the event there is a vacancy or a new position, all employees shall be notified of such vacancy through the posting procedure as defined in present Board policy. Such posting shall be effected as soon as is practicable after the vacancy

becomes known to the Superintendent. At that time the Superintendent will notify the Association President in writing of such vacancy or new position.

## **ARTICLE XXV**

### **ASSOCIATION/ADMINISTRATION LIAISON**

#### **A. DISTRICT**

1. The Association President and other appropriate Association Representatives shall meet with the Superintendent and other appropriate administrators four (4) times per year or more often as mutually agreed.
2. The dates and times for such meetings shall be mutually determined.
3. Neither party shall be required to discuss any matter unless reasonable prior notice has been given of the intent to raise the topic for discussion.
4. If the parties agree upon a recommendation to be made to the board of Education, the Superintendent shall, if requested by the Association, inform the Board that the recommendation was developed through the liaison.
5. The Superintendent shall notify the Association of the disposition by the Board of any such recommendation.

#### **B. BUILDING**

1. The Principal and Association representatives in the building shall meet on a regular basis or at the request of either party. The meetings shall be at a mutually agreed time and shall be for the purpose of discussion on matters of concern within the building.

**2.** The Association representatives may request the submission of any recommendation developed within the liaison to the Superintendent. The principal shall notify the Association representatives of the disposition of such recommendation by the Superintendent.

**C.** Matters for discussion in liaison are understood to be issues of concerns other than negotiated terms and conditions of employment.

**SCHEDULE B-1**

**SECRETARIES' SALARY GUIDE 2006/2007**

| <b>STEPS</b> | <b>12 Month</b> | <b>10 Month</b> | <b>LONGEVITY</b> |           |
|--------------|-----------------|-----------------|------------------|-----------|
|              | <b>\$</b>       | <b>\$</b>       | <b>YEARS</b>     | <b>\$</b> |
| 1            | 22,967          | 19,132          |                  |           |
| 2            | 23,168          | 19,299          |                  |           |
| 3            | 23,638          | 19,466          | 12               | 785       |
| 4            | 23,567          | 19,631          | 15               | 1,178     |
| 5            | 23,775          | 19,805          | 17               | 1,571     |
| 6            | 24,200          | 20,159          | 22               | 2,044     |
| 7            | 26,760          | 22,291          |                  |           |
| 8            | 30,169          | 25,131          |                  |           |

**SCHEDULE B-2**

**SECRETARIES' SALARY GUIDE 2007/2008**

| <b>STEPS</b> | <b>12 Month</b> | <b>10 Month</b> | <b>LONGEVITY</b> |           |
|--------------|-----------------|-----------------|------------------|-----------|
|              | <b>\$</b>       | <b>\$</b>       | <b>YEARS</b>     | <b>\$</b> |
| 1            | 23,600          | 19,659          |                  |           |
| 2            | 23,800          | 19,825          |                  |           |
| 3            | 24,000          | 19,992          | 12               | 785       |
| 4            | 24,178          | 20,140          | 15               | 1,178     |
| 5            | 24,367          | 20,298          | 17               | 1,571     |
| 6            | 24,500          | 20,409          | 22               | 2,044     |
| 7            | 26,760          | 22,291          |                  |           |
| 8            | 30,769          | 25,631          |                  |           |

**SCHEDULE B-3**

**SECRETARIES' SALARY GUIDE 2008/2009**

| <b>STEPS</b> | <b>12 Month</b> | <b>10 Month</b> | <b>LONGEVITY</b> |           |
|--------------|-----------------|-----------------|------------------|-----------|
|              | <b>\$</b>       | <b>\$</b>       | <b>YEARS</b>     | <b>\$</b> |
| 1            | 24,367          | 20,298          |                  |           |
| 2            | 24,567          | 20,464          |                  |           |
| 3            | 24,767          | 20,631          | 12               | 785       |
| 4            | 24,967          | 20,798          | 15               | 1,178     |
| 5            | 25,167          | 20,964          | 17               | 1,571     |
| 6            | 25,417          | 21,172          | 22               | 2,044     |
| 7            | 27,153          | 22,618          |                  |           |
| 8            | 31,569          | 26,297          |                  |           |

**SCHEDULE C-1**

**PARAPROFESSIONALS' SALARY GUIDE 2006/2007**

| <b>STEPS</b> | <b>\$</b> | <b>LONGEVITY</b>     |                |
|--------------|-----------|----------------------|----------------|
|              |           | <b>YEARS</b>         | <b>\$</b>      |
| 1            | 16,308    |                      |                |
| 2            | 16,508    |                      |                |
| 3            | 16,709    | 12                   | 785            |
| 4            | 16,908    | 15                   | 1,178          |
| 5            | 17,148    | 17                   | 1,571          |
| 6            | 17,389    | 22                   | 2,044          |
| 7            | 17,738    |                      |                |
| 8            | 18,838    |                      |                |
|              |           | <b>GRANDFATHERED</b> | <b>\$940</b>   |
|              |           | <b>GRANDFATHERED</b> | <b>\$1,731</b> |

**SCHEDULE C-2**

**PARAPROFESSIONAL'S SALARY GUIDE 2007/2008**

| <b>STEPS</b> | <b>\$</b> | <b>LONGEVITY</b>     |                |
|--------------|-----------|----------------------|----------------|
|              |           | <b>YEARS</b>         | <b>\$</b>      |
| 1            | 17,016    |                      |                |
| 2            | 17,216    |                      |                |
| 3            | 17,418    | 12                   | 785            |
| 4            | 17,617    | 15                   | 1,178          |
| 5            | 17,856    | 17                   | 1,571          |
| 6            | 18,097    | 22                   | 2,044          |
| 7            | 18,446    |                      |                |
| 8            | 19,546    |                      |                |
|              |           | <b>GRANDFATHERED</b> | <b>\$940</b>   |
|              |           | <b>GRANDFATHERED</b> | <b>\$1,731</b> |



**SCHEDULE C-3**

**PARAPROFESSIONAL'S SALARY GUIDE 2008/2009**

| <b>STEPS</b> | <b>\$</b>     | <b>LONGEVITY</b>     |                |
|--------------|---------------|----------------------|----------------|
|              |               | <b>YEARS</b>         | <b>\$</b>      |
| <b>1</b>     | <b>17,832</b> |                      |                |
| <b>2</b>     | <b>18,032</b> |                      |                |
| <b>3</b>     | <b>18,232</b> | <b>12</b>            | <b>785</b>     |
| <b>4</b>     | <b>18,443</b> | <b>15</b>            | <b>1,178</b>   |
| <b>5</b>     | <b>18,642</b> | <b>17</b>            | <b>1,571</b>   |
| <b>6</b>     | <b>18,847</b> | <b>22</b>            | <b>2,044</b>   |
| <b>7</b>     | <b>19,156</b> |                      |                |
| <b>8</b>     | <b>20,251</b> |                      |                |
|              |               | <b>GRANDFATHERED</b> | <b>\$940</b>   |
|              |               | <b>GRANDFATHERED</b> | <b>\$1,731</b> |

**Schedule D-1**

**2006-2007 SIGN LANGUAGE INTERPRETER SALARY GUIDE**

| <b>STEPS</b> | <b><u>HIGH SCHOOL</u></b> |  | <b>ASSOCIATE</b> |
|--------------|---------------------------|--|------------------|
|              | <b>2006-2007</b>          |  | <b>2006-2007</b> |
| 1            | 26,708                    |  | 31,193           |
| 2            | 27,540                    |  | 32,025           |
| 3            | 28,164                    |  | 32,753           |
| 4            | 28,684                    |  | 33,481           |
| 5            | 29,204                    |  | 34,209           |
| 6            | 29,724                    |  | 34,729           |
| 7            | 30,660                    |  | 35,353           |
| 8            | 31,492                    |  | 35,977           |
| 9            | 32,220                    |  | 36,705           |

**Schedule D-2**

**2007-2008 SIGN LANGUAGE INTERPRETER SALARY GUIDE**

| <b>STEPS</b> | <b><u>HIGH SCHOOL</u></b> |  | <b>ASSOCIATE</b> |
|--------------|---------------------------|--|------------------|
|              | <b>2007-2008</b>          |  | <b>2007-2008</b> |
| 1            | 27,208                    |  | 32,238           |
| 2            | 29,540                    |  | 33,070           |
| 3            | 30,164                    |  | 33,798           |
| 4            | 30,684                    |  | 34,526           |
| 5            | 31,204                    |  | 35,254           |
| 6            | 31,724                    |  | 35,774           |
| 7            | 32,660                    |  | 36,398           |
| 8            | 33,492                    |  | 37,022           |
| 9            | 34,220                    |  | 37,750           |

**Schedule D-3**

**2008-2009 SIGN LANGUAGE INTERPRETER SALARY GUIDE**

| <b>STEPS</b> | <b><u>HIGH SCHOOL</u></b> | <b>ASSOCIATE</b> |
|--------------|---------------------------|------------------|
|              | <b>2008-2009</b>          | <b>2008-2009</b> |
| 1            | 27,708                    | 33,368           |
| 2            | 30,040                    | 34,200           |
| 3            | 30,664                    | 34,928           |
| 4            | 31,184                    | 35,656           |
| 5            | 31,704                    | 36,384           |
| 6            | 32,224                    | 36,904           |
| 7            | 33,160                    | 37,528           |
| 8            | 33,992                    | 38,152           |
| 9            | 34,720                    | 38,880           |

## **ARTICLE IX**

### **SUPPORT STAFF RIGHTS**

- A. 1. Every employee shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection. As a duly selected body, exercising governmental power under the laws 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 1974, that it shall not discriminate against any employee with respect to hours, wages, or any terms and conditions of employment by reason of his membership or lack of membership in the Association and its affiliates, his participation or lack of participation in the legal activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance complaint or proceeding under this Agreement.
2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
3. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action asserted by the Board of Education or any agent or representative thereof, shall not be made public and shall be subject to the Grievance Procedure herein 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.

4. Whenever any employee is required to appear before the Board Secretary, Board, or any committee or member acting in an authorized official capacity concerning any matter which could adversely affect the continuation of that employee in his position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
5. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## **B. PERSONNEL FILES**

1. An employee shall have the right upon request to review the contents of his/her personnel file except the confidential records such as prior employee references, which 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 the 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 X**

### **WORK YEAR**

#### **A. CUSTODIAL WORK YEAR**

The work year of custodial employees shall be as follows:

July 1 to June 30

#### **B. CUSTODIAL WORK HOURS**

##### **1. Day Shift**

The day shift shall be between 6:30 am and 4 pm as scheduled.

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

##### **2. Night Shift**

The night shift shall be between 2:30 pm and 11:30 pm as scheduled.

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

3. The workday shall consist of eight (8) hours, exclusive of 30 minutes uninterrupted lunch break, a total shift schedule of eight and one-half (8-½) hours.

##### **4. Summer Work Hours:**

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

- b. Hours – 7:00 am – 3:00 pm, including 30 minutes uninterrupted lunch break, 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 the Article shall prevent the Board from assigning different hours of work in accordance with work requirements and/or the needs of the employee.

**C. CAFETERIA EMPLOYEES WORK YEAR**

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

**D. COFFEE BREAKS – ALL EMPLOYEES**

1. Two (2) uninterrupted periods of fifteen (15) minutes (one in am and one in pm) if scheduled for eight (8) hours per day.
2. One uninterrupted period of fifteen (15) minutes if 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 XI**

**OVERTIME**

A. Overtime: Defined as hours worked in excess of 40 hours per work week in accordance with the Fair Labor Standards Act.

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 the end of each pay period. This will be remunerated at the rate of one and one-half (1½) 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 remuneration shall be at the proper rate and consistent with the Fair Labor Standards Act 29USCC:201 et seq.
4. Paid leave shall be counted as days worked in 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 paycheck after the cut off date for submission of overtime for that pay period.

## **ARTICLE XII**

### **WORK SCHEDULE**

#### **A. DAILY WORK HOURS**

1. Schedule Posting – work schedules showing the employees' shifts, workdays, 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.



3. 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 XII of this Agreement).
4. Clean-up Period – maintenance, grounds and custodial employees shall be granted a fifteen (15) 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.
5. Shift Differential – Employees working between 6 pm and 6 am, shall receive a salary differential for each such hour of work as follows:

|                |                 |
|----------------|-----------------|
| 2006-2007..... | \$0.58 per hour |
| 2007-2008..... | \$0.60 per hour |
| 2008-2009..... | \$0.62 per hour |

If the assignment to any shift is for less than a full year, such hourly differential shall be prorated.

**B. CALL BACK TIME AND OVERTIME**

1. Any custodial/maintenance/grounds employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of three (3) hours.
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 ½) 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 workweek 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 / MAINTENANCE / GROUNDS**

1. Earned vacation shall be calculated through June 30. Vacation days are earned during a contract year (July-June) and then used during the following contract year.
2. No vacations will be granted between August 14 and September 1 of any 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. During the 1<sup>st</sup> year of employment, an employee shall earn one (1) day per month worked, which can be used after June 30 of that 1<sup>st</sup> year (during 2<sup>nd</sup> year of employment).
  - c. Upon completion of the 2<sup>nd</sup> year through the 5<sup>th</sup> year – two (2) weeks.
  - d. Upon completion of the 6<sup>th</sup> year through the 11<sup>th</sup> year – three (3) weeks.
  - e. Upon completion of the 12<sup>th</sup> year – four (4) weeks.

**D. HOLIDAY SCHEDULE – CUSTODIANS/MAINTENANCE/GROUNDS**

January 1<sup>st</sup> – New Year's Day

January 15<sup>th</sup> – Martin Luther King's Birthday \*

The 3<sup>rd</sup> Monday in February – Presidents' Day

The day designated as Good Friday

The day designated as Easter Monday

\*Last Monday in May – Known as Memorial Day

July 4<sup>th</sup> – Know as Independence Day

The 1<sup>st</sup> Monday in September – Known as Labor Day

The 2<sup>nd</sup> Monday in October – Known as Columbus Day \*

November 11<sup>th</sup> – Known as Armistice Day, now known as Veteran's Day \*

The 4<sup>th</sup> Thursday in November – Known as Thanksgiving Day

Day after Thanksgiving

December 24<sup>th</sup> – All employees covered by this agreement will not be  
required to work on Christmas Eve

December 25<sup>th</sup> – Known as Christmas

December 31<sup>st</sup> – If it falls on regular workday – 7am – 11am (4 hour work  
day)

General Election Day in November \*

\* 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.

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 XIII**

#### **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 return 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. DUTIES OF NON-TEACHING / NON-CERTIFIED PERSONNEL**

The duties of non-teaching/non-certificated 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 non-teaching/non-certificated 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 non-duty 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:

$$\frac{\# \text{ of days of notice} \times 30 \times \# \text{ of days of vacation}}{\text{Total contract year}}$$

**F. NOTIFICATION OF CONTRACT AND SALARY**

Employees shall be notified of their contract and salary status for the ensuing year no later than May 15.

**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 Secretary's Office no later than June 15<sup>th</sup>.

## **ARTICLE XIV**

### **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 XV**

### **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 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 grounds employee covered by this Agreement is set forth in Schedule "C", 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 "D", which is attached hereto and made a part hereof.

#### **B. METHOD OF PAYMENT**

1. All employees will be paid on the 15<sup>th</sup> and the 30<sup>th</sup> of each month except when the date falls on a holiday, then employees shall be paid on the last preceding work day.

2. All employees covered by this agreement will be required to participate in direct deposit for all payroll transactions through a financial institution of their choosing.

**C. RETIREMENT**

**1. CUSTODIAL/MAINTENANCE/GROUNDS PERSONNEL**

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 1<sup>st</sup> of the prior calendar year in order to receive payment on July 1<sup>st</sup>. When requested in writing, the payment will be made on January 2<sup>nd</sup> of the year following the effective retirement. If timely notice is not provided (i.e., before Nov. 1<sup>st</sup>), then payment shall be on July 1<sup>st</sup> of the calendar year following retirement.

**2. CAFETERIA EMPLOYEES**

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 percent (83%) of the per diem pay rate of the employee's 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.

**3. FORMULA EFFECTIVE JULY 1, 2000**

Effective July 1, 2000, all benefits to payment of accumulated, unused sick leave at time of retirement pursuant to the formulas set forth in Sections 2 and 3 above shall be frozen. As of July 1, 2000, the unused sick leave benefit for all sick days accumulated after July 1, 2000, shall be capped at \$3,000 for all employees. Employees hired prior to July 1, 2000, shall receive the payment as per the formulas in Sections 2 and 3 above for all days accumulated prior to July 1, 2000. In addition, those employees will be compensated for any additional days accumulated after July 1, 2000, to a maximum of an additional \$3,000.

**D. 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 per diem compensation for assuming the duties of the higher paid position shall be as follows:

| <u>Position</u> | <u>2006-2007</u> | <u>2007-2008</u> | <u>2008-2009</u> |
|-----------------|------------------|------------------|------------------|
| Cashier         | \$ 7.48          | \$ 7.74          | \$ 8.01          |
| Ass't Cook      | 8.97             | 9.28             | 9.60             |
| Cook            | 10.48            | 10.85            | 11.23            |

**E. LONGEVITY**

1. After six (6) years of service in Egg Harbor Township, cafeteria employees will receive an annual longevity payment of \$489.00. Effective July 1, 2007, such amount shall be increased to \$506.00 and effective July 1, 2008, such amount shall be increased to \$524.00.
2. After ten (10) years of service in Egg Harbor Township, all employees will receive an annual longevity payment of \$946.00.

**F. BLACK SEAL LICENSE**

1. Employees (custodians) holding a current Black Seal License will be paid an additional \$977.00.
2. Commencing on July 1, 2003, all newly hired custodial employees who do not possess a black seal license at the time of hire shall be given one calendar year from the date of hire to obtain a black seal license. If the employee does not attain a Black Seal License within this one-year period, the employee will be terminated.
3. Employees (custodians) who are hired after June 30, 2003, shall not be eligible to receive the stipend for a Black Seal License.

**G. CAFETERIA WORKERS**

1. Stipend for Cafeteria Worker doing cashiering during lunch hours will get an extra \$183.00 per year at the Intermediate, Slaybaugh, Middle and Davenport Schools.
2. Cafeteria workers will receive three (3) uniforms per year per employee.

**H. CFC Certification**

Employees holding a CFC certification shall receive an annual stipend of \$150.00.

**ARTICLE XVI**

**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 School Business Administrator 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 interest 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 desire in writing, before departing for the summer. If such opening develops, Administration must so advise the interested employee, in writing addressed to say 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.
3. The final selection of an individual to fill such vacancy shall continue to lie with the Board of Education.

**ARTICLE XVII**

**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 School Business Administrator 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 XVIII**

**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 Board Secretary or his/her 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 XIX**

**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<sup>th</sup> of each year.

**ARTICLE XX**

**TEMPORARY LEAVES OF ABSENCE**

**A. TYPES OF LEAVES**

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. **PERSONAL**

- a. Three (3) days leave 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 immediate supervisor 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.

## **4. ASSOCIATION LEAVE**

The Board shall provide up to two (2) 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.

**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.

**ARTICLE XXI**

**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 by 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<sup>st</sup> 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 affect 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 XXII**

**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 him 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.

F. The Board agrees to either provide employees with one series of Hepatitis shots or reimburse employees up to \$150.00 for the series of Hepatitis shots (one (1) series only). The physician's bill must be submitted to the Board for payment.

### **ARTICLE XXIII**

#### **PERSONAL FREEDOM**

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be ground 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 XXIV**

#### **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 15<sup>th</sup> 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 salary money for Washington National Insurance and Siracusa Benefit Program Annuity Account.

**C.** At the employee's 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 (ABCO).

**ARTICLE XXV**  
**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 XXVI**

### **MISCELLANEOUS PROVISIONS**

#### **A. NON-DISCRIMINATION**

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.

**F. SAFETY IN-SERVICE TRAINING**

The Board agrees to conduct annual safety in-service training for all employees.

**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 202 Naples Avenue, West Atlantic City, New Jersey, 08232
2. If by Board, to Association President, at his/her address.

**H. DEFINITION**

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.

**Custodian – Schedule E**

|             | <b>2006-2007</b> | <b>2007-2008</b> | <b>2008-2009</b> |
|-------------|------------------|------------------|------------------|
| <b>Step</b> | <b>Salary</b>    | <b>Salary</b>    | <b>Salary</b>    |
| <b>1</b>    | <b>25,355</b>    | <b>26,355</b>    | <b>27,255</b>    |
| <b>2</b>    | <b>25,556</b>    | <b>26,556</b>    | <b>27,456</b>    |
| <b>3</b>    | <b>25,857</b>    | <b>26,870</b>    | <b>27,657</b>    |
| <b>4</b>    | <b>26,060</b>    | <b>27,080</b>    | <b>27,874</b>    |
| <b>5</b>    | <b>26,343</b>    | <b>27,358</b>    | <b>28,281</b>    |
| <b>6</b>    | <b>27,469</b>    | <b>28,419</b>    | <b>28,919</b>    |
| <b>7</b>    | <b>30,775</b>    | <b>30,900</b>    | <b>31,321</b>    |
| <b>8</b>    | <b>34,260</b>    | <b>35,278</b>    | <b>36,222</b>    |

**Longevity (after ten years of service) \$946**

**Grandfathered \$352**

**Shift Differential – Employees working between 6 pm and 6am, shall receive a salary differential for each such hour of work as follows:**

**2006-2007.....\$0.58 per hour**

**2007-2008..... \$0.60 per hour**

**2008-2009..... \$0.62 per hour**

**If the assignment to any shift is for less than a full year, such hourly differential shall be prorated.**



## Grounds - Schedule F

|             | <b>2006-2007</b> | <b>2007-2008</b> |    | <b>2008-2009</b> |
|-------------|------------------|------------------|----|------------------|
| <b>Step</b> | <b>Salary</b>    | <b>Salary</b>    |    | <b>Salary</b>    |
| 1           | 33,302           | 34,484           |    |                  |
| 2           | 33,605           | 34,787           |    |                  |
| 3           | 33,902           | 35,085           |    |                  |
| 4           | 34,333           | 35,515           | *1 | 36,747           |
| 5           | 34,663           | 35,845           | 2  | 37,338           |
| 6           | 35,663           | 36,845           | 3  | 38,338           |
| 7           | 36,913           | 38,098           | 4  | 39,330           |
| 8           | 38,203           | 39,650           | 5  | 40,883           |
| 9           | 40,352           | 41,534           | 6  | 42,776           |
| 10          | 41,852           | 43,034           | 7  | 44,266           |
| 11          | 43,554           | 44,736           | 8  | 45,968           |

**Longevity (ten years of service) \$946**

**\* Old Steps 1,2,3,& 4**

## Maintenance - Schedule G

|      | 2006-2007 | 2007-2008 |    | 2008-2009 |
|------|-----------|-----------|----|-----------|
| Step | Salary    | Salary    |    | Salary    |
| 1    | 33,814    | 35,322    |    |           |
| 2    | 34,114    | 35,622    |    |           |
| 3    | 34,414    | 35,922    |    |           |
| 4    | 34,714    | 36,222    | *1 | 37,722    |
| 5    | 35,014    | 36,522    | 2  | 38,022    |
| 6    | 36,175    | 37,683    | 3  | 39,333    |
| 7    | 37,425    | 38,933    | 4  | 40,933    |
| 8    | 38,715    | 40,223    | 5  | 42,233    |
| 9    | 40,006    | 41,514    | 6  | 44,676    |
| 10   | 41,364    | 44,872    | 7  | 46,785    |
| 11   | 45,764    | 47,272    | 8  | 49,052    |

Longevity (ten years of service) \$946

\* Old Steps 1,2,3,& 4

**Cafeteria – Schedule H**

**CAFETERIA PERSONNEL EMPLOYED PRIOR TO JULY 1, 1986:**

Each employee will receive the following increases to their individual prior year's base hourly rate:

**2006-2007 5%**

**2007-2008 5%**

**2008-2009 5%**

**CAFETERIA PERSONNEL EMPLOYED BETWEEN JULY 1, 1986 AND**

**JUNE 30, 1989:**

|                                 | <b>2006-2007</b> | <b>2007-2008</b> | <b>2008-2009</b> |
|---------------------------------|------------------|------------------|------------------|
| <b>Cafeteria worker (base)</b>  | <b>17.78</b>     | <b>18.67</b>     | <b>19.60</b>     |
| <b>Hourly rates</b>             |                  |                  |                  |
| <b>Cashier</b>                  | <b>+ .35</b>     | <b>+ .35</b>     | <b>+ .35</b>     |
| <b>Head Cashier</b>             | <b>+ .50</b>     | <b>+ .50</b>     | <b>+ .50</b>     |
| <b>Asst. Cook-Baker</b>         | <b>+1.00</b>     | <b>+1.00</b>     | <b>+1.00</b>     |
| <b>Salad HS &amp; Inter</b>     | <b>+1.00</b>     | <b>+1.00</b>     | <b>+1.00</b>     |
| <b>Head Cook Lg Sch</b>         | <b>+2.10</b>     | <b>+2.10</b>     | <b>+2.10</b>     |
| <b>Head Cook HS &amp; Inter</b> | <b>+2.50</b>     | <b>+2.50</b>     | <b>+2.50</b>     |

**CAFETERIA PERSONNEL EMPLOYED AFTER JULY 1, 1989:**

|                                 | <b>2006-2007</b> | <b>2007-2008</b> | <b>2008-2009</b> |
|---------------------------------|------------------|------------------|------------------|
| <b>Cafeteria worker (base)</b>  | <b>16.35</b>     | <b>17.17</b>     | <b>18.02</b>     |
| <b>Hourly rates</b>             |                  |                  |                  |
| <b>Cashier</b>                  | <b>+ .35</b>     | <b>+ .35</b>     | <b>+ .35</b>     |
| <b>Head Cashier</b>             | <b>+ .50</b>     | <b>+ .50</b>     | <b>+ .50</b>     |
| <b>Asst. Cook-Baker</b>         | <b>+1.00</b>     | <b>+1.00</b>     | <b>+1.00</b>     |
| <b>Salad HS &amp; Inter</b>     | <b>+1.00</b>     | <b>+1.00</b>     | <b>+1.00</b>     |
| <b>Head Cook Lg Sch</b>         | <b>+2.10</b>     | <b>+2.10</b>     | <b>+2.10</b>     |
| <b>Head Cook HS &amp; Inter</b> | <b>+2.50</b>     | <b>+2.50</b>     | <b>+2.50</b>     |

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**Attendance Officers – Schedule I**

Each employee will receive the following increases to their individual prior year's base hourly rate:

|                  |           |
|------------------|-----------|
| <b>2006-2007</b> | <b>5%</b> |
| <b>2007-2008</b> | <b>5%</b> |
| <b>2008-2009</b> | <b>5%</b> |

## **ARTICLE IX**

### **MECHANIC WORK YEAR**

#### **A. MECHANICS' WORK YEAR**

The work year of mechanical employees shall be as follows:

July 1 to June 30

#### **B. MECHANICS' WORK HOURS**

##### **1. REGULAR WORK HOURS**

7:00 am – 4:00 pm exclusive of 1 hour lunch break, a total shift schedule of 9 hours.

##### **2. SUMMER WORK HOURS:**

Immediately upon closing of school in June until September 1.

Hours – 7:00 am – 3:00 pm, including one hour uninterrupted lunch break, 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 the Article shall prevent the board from assigning different hours of work in accordance with work requirements and/or the needs of the employee.

3. Clean-up Period – Mechanical employees shall be granted a fifteen (15) 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.

#### **C. COFFEE BREAKS – ALL EMPLOYEES**

1. Two (2) uninterrupted periods of fifteen (15) minutes (one in am and one in pm) 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.
4. Coffee breaks for mechanics: 10:00 am – 10:15 am  
2:00 pm – 2:15 pm

## **ARTICLE X**

### **OVERTIME**

**Overtime:** Defined as hours worked in excess of 40 per workweek in accordance with the Fair Labor Standards Act.

- A.** All overtime spent must be voluntary and mutually agreed to by the employee and immediate superior.
- B.** All overtime will be rounded to the nearest quarter (1/4) hour at the end of each pay period. This will be remunerated at the rate of one and one-half (1 ½) 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.
- C.** All overtime remuneration shall be at the proper rate and consistent with the Fair Labor Standards Act 29USCC:201 et seq.
- D.** Paid leave shall be counted as days worked in computation of overtime.
- E.** Overtime work shall be assigned on a voluntary basis. A mechanic call back/overtime list will be maintained on a rotation basis.
- F.** Overtime pay will be included in the following paycheck after the cut off date for submission of overtime for that pay period.
- G.** Overtime may be taken in compensatory time at the rate of time and one-half if requested by the employee, agreed to by the supervisor and is taken at a time mutually agreeable to the Business Administrator and the employee. If not so, overtime

remunerations shall result in monetary pay at the rate of one and one-half (1 ½ ) times the regular salary of the individual employee.

H. Overtime shall be paid at the rate of one and one-half (1 ½) the employee's regular hourly rate of pay for all time worked outside of forty (40) hours in any workweek. For the purpose of determining the workweek 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.

I. Mechanics called to work outside of their regularly scheduled shift shall be paid a minimum of 2 hours.

## **ARTICLE XI**

### **WORK SCHEDULE**

#### **A. VACATION SCHEDULE – MECHANICS**

1. Earned vacation shall be calculated based on date of hire.
2. No vacations will be granted one week prior to school opening.
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. During the 1<sup>st</sup> year of employment, an employee shall earn one (1) day per month worked, which can be used after June 30 of that 1<sup>st</sup> year.  
(during 2<sup>nd</sup> year of employment)
  - c. Upon completion of the 1<sup>st</sup> year through the 5<sup>th</sup> year – two (2) weeks.

- d. Upon completion of the 6<sup>th</sup> year through the 11<sup>th</sup> year – three (3) weeks.
- e. Upon completion of the 12<sup>th</sup> year through the 17<sup>th</sup> year – four (4) weeks.
- f. Upon completion of the 18<sup>th</sup> year – five (5) weeks.

**B. HOLIDAY SCHEDULE – MECHANICS**

January 1<sup>st</sup> – New Year’s Day

January 15<sup>th</sup> – Martin Luther King’s Birthday \*

The 3<sup>rd</sup> Monday in February –Washington’s Birthday

Lincoln’s Birthday

The day designated as Good Friday

The day designated as Easter Monday

\*Last Monday in May – Known as Memorial Day

July 4<sup>th</sup> – Known as Independence Day

The 1<sup>st</sup> Monday in September – Known as Labor Day

The 2<sup>nd</sup> Monday in October – Known as Columbus Day \*

General Election Day in November

\*November 11<sup>th</sup> – Known as Armistice Day, now known as Veteran’s Day \*

The 4<sup>th</sup> Thursday in November – Known as Thanksgiving Day

Day after Thanksgiving

December 24<sup>th</sup> – Known as Christmas Eve

December 25<sup>th</sup> – Known as Christmas

December 31<sup>st</sup> – If it falls on regular workday – 7am – 11am (4 hour work day)

- C. 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 XII**

### **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. DUTIES OF NONTEACHING/NONCERTIFIED PERSONNEL**

The duties of non-teaching/non-certificated 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 non-teaching/non-certificated 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 might be injurious to him 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 mechanic 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:

$$\frac{\# \text{ of days of notice} \times 30 \times \# \text{ of days of vacation}}{\text{Total contract year}}$$

**F. NOTIFICATION OF CONTRACT AND SALARY**

Employees shall be notified of their contract and salary status for the ensuing year no later than May 15.

**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 Secretary's Office no later than June 15<sup>th</sup>.

**ARTICLE XIII**

**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 no 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 XIV**

**SALARIES**

**A. METHOD OF PAYMENT**

1. All employees will be paid on the 15<sup>th</sup> and the 30<sup>th</sup> of each month except when the date falls on a holiday; then employees shall be paid on the last preceding work day.
2. All employees covered by this agreement will be required to participate in direct deposit for all payroll transactions through a financial institution of their choosing.

**B. RETIREMENT**

Upon retirement from the system, unused sick leave will be reimbursed at a rate of 50% of the accumulated days, multiplied by the per diem rate of a new hire in the year of the retirement. In order to have unused sick leave reimbursed, the retiree must have a minimum of fifty (50) accumulated sick days. Effective June 30, 2001, the maximum number of sick days subject to reimbursement will be capped at one-hundred (100) days. Employees who have accumulated over one-hundred (100) sick days as of June 30, 2001, will be reimbursed for their total number of sick days at the time of their retirement.

**C. LONGEVITY**

1. All longevity steps will be added on to the base salary and percentage increase.
2. Mechanics, except those already at 20 years longevity as of July 1, 2004, will maintain 2003-2004 longevity level until they become eligible for the next longevity step (after years completed)

5 years = \$1,000  
10 years = \$1,750  
15 years = \$2,200  
20 years = \$4,300

3. Mechanics hired after July 1, 2004, will be subject to the following longevity guide (after years completed):

5 years = \$500  
10 years = \$1,000  
15 years = \$1,500  
20 years = \$2,000

**D.** Longevity increments will be given September 1, the year after completion of the longevity year. In order to receive credit for the following year to count for longevity, employees must be hired prior to January 1<sup>st</sup> of that year.

**E. FEES FOR CRIMINAL HISTORY REVIEWS**

Mechanics will be responsible for their initial Criminal History Review fees, subsequent reviews will be reimbursed by the Board of Education.

F. Mechanic Helper entry level salary shall be that of the 2006-2007 base salary, subject to a five percent increase in 2007-2008, and 2008-2009. The position of Mechanic Helper is subject to the same longevity guides as stated in item "C". The starting salary for a Mechanic Helper for the durations of this agreement shall be \$27,204.

G. Whenever a mechanic must assume the duties of a higher position (i.e. Supervisor of Mechanics), the employee will be paid an additional \$3 per hour for the time worked in the higher paid position. If overtime hours are earned, the \$3 per hour differential will be added to the regularly hourly rate before the overtime rate is calculated. Overtime will be paid using the following formula:

$$\underline{(\text{base hourly salary} + \$3.00) \times 1.5}$$

H. Mechanics with a minimum of 5 years in the district as a mechanic will be permitted to assume the duties of the higher position when requested by the Director of Transportation, on a rotation basis.

I. The salary schedules (Transportation Schedule J) for Mechanics and Mechanics Helpers for the year 2007-08 and 2008-09 are attached hereto and made a part hereof.

## ARTICLE XV

### 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 School Business Administrator. 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<sup>th</sup>.
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.

## ARTICLE XVI

### 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 School Business Administrator or the Administrator of Transportation 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 XVII**

**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 XVIII**

**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<sup>th</sup> of each year.

# **ARTICLE XIX**

## **TEMPORARY LEAVES OF ABSENCE**

### **A. Types of Leaves**

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

#### **1. PERSONAL**

- a. Three (3) days leave 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. Application to the immediate supervisor 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.

**4. ASSOCIATION LEAVE**

The Board shall provide up to two (2) 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.

**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.

**ARTICLE XX**

**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 by 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<sup>st</sup> 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 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 XXI**

**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 him 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 or 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.

**F.** The Board agrees to either provide employees with one series of Hepatitis shots or reimburse employees up to \$150.00 for the series of Hepatitis shots (one (1) series only). The physician's bill must be submitted to the Board for payment.

## **ARTICLE XXII**

### **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 15<sup>th</sup> 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 salary money for Disability Insurance and/or Annuity accounts.

**C.** At the employee's 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 (ABCO).

## **ARTICLE XXIII**

### **MISCELLANEOUS PROVISIONS**

**A. NON-DISCRIMINATION**

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 being printed in booklet form, the costs thereof shall be borne equally. The Agreement shall be presented to all employees now employed or hereafter employed.

**F. SAFETY IN-SERVICE TRAINING**

The Board agrees to conduct annual safety in-service training for all employees.

**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 202 Naples Avenue, West Atlantic City, New Jersey, 08232
2. If by Board, to Association President, at his/her address.

**H. DEFINITION**

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.

## Mechanics – Schedule J

### MECHANICS SALARY Guide 2006-2009

| STEPS | 2006-2007 | 2007-2008 | 2008-2009 |
|-------|-----------|-----------|-----------|
|       | \$        | \$        | \$        |
| 1A    | 34,070    | 35,110    | 37,268    |
| 1B    | 34,070    | 35,110    | 37,268    |
| 1C    | 34,070    | 35,110    | 37,268    |
| 2A    | 36,969    | 38,009    | 40,167    |
| 2B    | 36,969    | 38,009    | 40,167    |
| 2C    | 36,969    | 38,009    | 40,167    |
| 3A    | 39,807    | 40,847    | 43,005    |
| 3B    | 39,807    | 40,847    | 43,005    |
| 3C    | 39,807    | 40,847    | 43,005    |
| 4A    | 42,676    | 43,716    | 45,874    |
| 4B    | 42,676    | 43,716    | 45,874    |
| 4C    | 42,676    | 43,716    | 45,874    |
| 5     | 45,544    | 46,584    | 48,742    |

| HIRED BEFORE 6/1/04 |       | HIRED AFTER 6/1/04 |       |
|---------------------|-------|--------------------|-------|
| <u>LONGEVITY</u>    |       | <u>LONGEVITY</u>   |       |
| YEARS               | \$    | YEARS              | \$    |
| 5                   | 1,000 | 5                  | 500   |
| 10                  | 1,750 | 10                 | 1,000 |
| 15                  | 3,100 | 15                 | 1,500 |
| 20                  | 4,300 | 20                 | 2,000 |

### MECHANIC'S HELPER SALARY SCHEDULE

Each employee will receive the following increases to their individual prior year's

base rate:

|           |    |
|-----------|----|
| 2006-2007 | 4% |
| 2007-2008 | 5% |
| 2008-2009 | 5% |