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Greater Egg Harbor Regional High School District

Oakcrest High School One Cologne Avenue Absegami High School  
Mays Landing, New Jersey 08330

Office of Management Labor Relations  
AUG 1 1985  
RUTGERS UNIVERSITY  
BUSINESS UNIT

Office of Secretary-  
Business Administrator  
609-625-1399

June 1, 1983

Greater Egg Harbor Regional Board of Education

and  
Oakcrest-Absegami Personnel Association  
Mr. James Schroeder, NJEA Consultant  
Oakcrest-Absegami School Personnel Association (Clerical Workers)  
26 Main Street  
Port Republic, N.J. 08241

Dear Mr. Schroeder:

In accordance with our understanding during the course of negotiations, this letter is to serve as a sidebar understanding between the Greater Egg Harbor Regional Board of Education and the Oakcrest-Absegami School Personnel Association regarding the following:

It is understood that those bargaining unit members who are reduced in force effective July 1, 1983 shall remain on a recall list until July 1, 1984, for return to work per classification in accordance with seniority. All other personnel save for those specified in this paragraph shall be on layoff and recall per the provisions of Article X, paragraph D.

Presuming your acceptance of this understanding, I would ask that you sign two copies of this letter with the appropriate date and forward one copy to me, retaining one copy for your records.

Please do not hesitate to contact me with any questions.

Very truly yours,

*Ralph W. Martin*

Ralph W. Martin  
Secretary-Business Administrator

RWM:lfs

*Jim Schroeder*  
10/24/83

X July 1, 1983 - June 30, 1984

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ARTICLE I  
RECOGNITION

The Board of Education hereby recognizes the Oakcrest-Absegami School Personnel Association, hereinafter called Association, as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all full-time personnel regularly employed by the Board including:

- Secretaries
- Data Key Punch Operators
- Clerks
- Custodians
- Groundskeepers
- Maintenance Workers
- Cafeteria Personnel
- Bus Drivers (Regularly scheduled 5 or more hours per day)

But Excluding:

- Administrators
- Teachers and related professionally certified personnel
- Secretaries employed in the District Offices of Superintendent and Secretary-Business Administrator
- Bus Garage Mechanics
- Transportation Coordinator
- Assistant Transportation Coordinator
- Head Custodian
- Custodial Supervisors
- Cafeteria Director
- Headcook Managers

All reference to males shall also mean female employees.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Negotiations for a subsequent Agreement shall begin within the time frames dictated by P.E.R.C. and shall be in accordance with N.J. Public Law Chapter 123.
- B. During negotiations, 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 upon reasonable request all information which is in the public domain.
- C. In accordance with the mandates of Chapter 123, P.L. 1974, changes in terms and conditions of employment shall first be negotiated with the Association and any mutual modification shall be reduced to writing and signed by the Association and Board.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on all matters which are or could have been the subject of negotiation. During the term of this Agreement,

neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

- F. If any member of the bargaining unit is required or permitted to be in attendance at a grievance or negotiation session which meets during working hours, there shall be no loss of pay suffered by the employee.

### ARTICLE III

#### GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a misinterpretation, application or violation of policies, agreements, and administrative decisions affecting the employees except that the term "grievance" shall not apply to any matter for which a method of review is prescribed by Law.
- B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and the Association has been given the opportunity to be present at such adjustment.

- C. Procedure: Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- D. Level One: A grievance to be initiated under the provisions of this Article, must be in writing and given to the appropriate supervisor within ten (10) working days after the grievant should have reasonably known of the event which occasioned the grievance.
- E. 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 ten (10) working days after presentation of the grievance, he may file the grievance in writing with the Business Administrator.
- F. Level Three: If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) working days after presentation of the grievance at this step, he may file the grievance with the Business Administrator for transmittal to the Board of Education within five (5) working days after receipt of the disposition of the grievance by the Business Administrator.

G. Level Four: The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within fifteen (15) working days after receipt of the grievance by the Business Administrator for transmittal. In all cases, the decision of the Board is final for disposition of the matter grieved except as follows:

1. If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the time period in paragraph G. above, and if the grievance pertains to an expressed provision of this Agreement, the grievance may be submitted before an impartial arbitrator within ten (10) calendar days.
2. If the parties cannot agree on an arbitrator, then the selection shall be pursuant to the rules and regulations of the American Arbitration Association.
3. The arbitrator so selected shall have no power to alter, add to, or subtract from the terms of this Agreement.
4. It is understood that arbitration is limited to the "four (4) corners" of this Agreement, and the arbitrator is not to consider any past practice precedent. Decision of the arbitrator shall be binding.

5. Nothing in this Agreement is understood to prohibit any rule, regulation, directive, etc. from being promulgated by the Board unless it conflicts with the expressed provisions of this Agreement.
  6. Acknowledging binding arbitration as resolution of grievances under this contract, there shall be no strike, slowdown or any other form of job action.
- H. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
  - I. No reprisals of any kind shall be taken by either party against any party in interest, any building representative, or any others participating in the grievance procedure by reason of such participation.
  - J. 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 during and after such grievances and any effects thereof have been fully determined.
  - K. Nothing herein precludes extension or truncation of the time-frames by mutual agreement.



## ARTICLE IV

### RIGHTS OF THE PARTIES

- A. 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.
- B. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- C. Whenever any employee is required to appear before any administrator, Board or any committee thereof concerning suspension without pay, disciplinary investigation, or termination, then he shall be entitled to have a representative present to advise him during such disciplinary hearing.
- D. If an employee is to be suspended without pay, denied increment(s), or terminated, then the employee will be supplied written reason(s) for such action.
- E. 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 of the operations and activities of the school district to the full extent authorized by law, and retains all rights not expressly set forth herein.

- F. All assignments covered by this contract will be determined by the District Office and/or its designee. Nothing herein precludes the Board's right to promulgate rules and regulations that do not conflict with the expressed provisions of this Agreement.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association, in response to reasonable requests, all available information in the public domain which may be necessary for the Association to process any grievance.
- B. Representatives of the Association, the N.J.E.A. and the N.E.A. shall be permitted to transact official Association Business on school property at all reasonable times, provided that it has been previously cleared by the District Secretary-Business Administrator
- C. The Association shall have the right to use the Bulletin Boards located in the time-clock rooms, the transportation office, and other locations mutually agreed upon by the parties.

- D. The Association shall be granted the use of a meeting room at all reasonable hours provided there is not additional cost to the school district, and provided the facilities are not being utilized. Application for such usage shall be made to the building principal.
- E. The Association shall be allowed to schedule a maximum of two meetings per year for a total of two hours and involved employees shall be allowed to clock-in-and-out for participation. The Association, however, must notify the Board Secretary-Business Administrator in writing at least forty-eight (48) hours prior to such meetings. Employees shall also be required to make up the missed time.
- F. The Association shall be allowed to use school equipment when such is not in use, provided that written notification is given to the Board Secretary-Business Administrator at least 24 hours prior thereto, stating the Association's approved secretary/operator. The Association shall pay for supplies and shall also pay for repairs due to negligent use.
- G. Reasonable use of inter-school mail facilities shall be granted to the Association.
- H. The rights and privileges of the Association and its representatives as set forth in this section of the Agreement shall be granted only to the Association as the exclusive representative of the employees.

ARTICLE VI  
DAILY WORK HOURS AND SCHEDULE FOR  
CUSTODIANS, GROUNDSKEEPERS, AND MAINTENANCE PERSONNEL

A. The September to June work schedule is:

1. The base work day shall not exceed eight (8) hours, including a designated thirty (30) minutes uninterrupted lunch period, except for overtime requirements.

First Shift - Between 12:00 p.m. and 1:30 p.m.

Second Shift - Between 7:00 p.m. and 9:30 p.m.

Starting time of each shift shall be designated annually by the Board of Education not later than thirty (30) days prior to September 1 of each year.

2. In addition to thirty (30) minutes uninterrupted lunch period, each such employee covered under this Agreement shall be entitled to a designated fifteen (15) minute coffee break. Said coffee break shall be taken as follows:

First Shift - Between 9:00 a.m. and 10:30 a.m.

Second Shift - Between 5:00 p.m. and 6:30 p.m.

3. Each work week shall consist of five (5) days except for bona fide Board approved holidays.

B. Summer Work Hours are:

1. The summer work schedule will begin on the first Monday immediately following the formal closing of school for students. Such work shall be day work subject to operational needs and/or mutual agreement.
2. The summer work day for all such employees covered under this contract shall consist of eight (8) hours including uninterrupted lunch period and coffee break as detailed in Paragraph 1 and 2 above. Starting time of the summer work day shall be designated by the Board of Education annually.
3. Each work week shall consist of five (5) days except for bona fide Board approved holidays.

C. Overtime shall be as follows:

1. All work performed in excess of any work week of forty (40) hours, including two and one-half (2-1/2) hours uninterrupted lunch period, shall be compensated at the rate of time and one-half.
2. All overtime work shall be determined by the Board Secretary-Business Administrator. Reasonable effort shall be made to equally distribute overtime to all members per shift.

3. If any work week shall include a bona fide school holiday, granted under policy #425: "Personnel, Nonprofessional Absences, Leaves and Vacation", or if an employee is absent due to personal leave granted under Article XIX, Paragraph B, of this Agreement: "Death in Immediate Family", then this day shall be counted as an eight (8) hour day for computation of overtime for the work week for that employee. In cases where multiple holidays or a holiday and personal leave occur within the same work week, only one such eight (8) hour day shall be counted in the work week for computation of said overtime. Any work performed on a bona fide school holiday under policy #425 referred to above, shall be compensated at time and one-half, regardless of the number of hours worked in that week.
- D. All such employees shall be granted a maximum of ten (10) minutes prior to the end of the work shift in which to put away equipment and supplies and for the purpose of clean-up. Such period shall not be deducted from the work week calculation for overtime. Any employee utilizing clean-up time prior to this period will be referred for disciplinary action.
- E. Any such employee who is called in to work at times other than his regularly scheduled shift shall be paid for a minimum of two (2) hours at straight-time pay or for the time actually worked, whichever is greater. If appropriate, such pay shall

be at an overtime rate. This minimum time provision shall not be applicable if the required time is contiguous to an employee's regular work schedule, and, therefore, less than two (2) hours may be appropriate.

## ARTICLE VII

### DAILY WORK HOURS AND SCHEDULE FOR CAFETERIA PERSONNEL

- A. The work day for all employees shall be scheduled by the Board. Employees scheduled for more than five (5) hours in a given day shall have a thirty (30) minute assigned lunch period as part of their work day. In addition to the assigned lunch period each employee scheduled under this contract for more than five (5) hours in a given day shall be entitled to a fifteen (15) minute assigned coffee break.
- B. All overtime work shall be in accordance with the following:
1. All work performed in any week in excess of forty (40) hours, shall be compensated at the rate of time and one-half.
  2. All overtime shall be scheduled by the Board Secretary-Business Administrator. Reasonable effort shall be made to equally distribute overtime to all such unit members per shift.

3. If any work week includes a bona fide school holiday, granted under Board Policy #425: "Personnel, Nonprofessional Absences, Leaves and Vacation", then the "normal" hours scheduled for that day in that week shall be creditable for overtime computation. If an employee is granted entitled leave for a death in immediate family, per Board Policy, then such time shall be counted as one "normal" work day for computation of weekly overtime. In cases where multiple holidays, or a holiday and leave for death in the family occur within the same work week, only one such "normal" work day shall be counted in the work week for computation of overtime. In addition, if any work is performed on a bona fide school holiday under Board Policy #425 referred to above, then such time shall be paid at the rate of time and one-half regardless of the number of hours in that week.
- C. The Board will attempt to secure a substitute when a regularly scheduled cafeteria employee is absent because of temporary absence, provided the work load is sufficient to warrant a substitute. Such determination resides solely with the Board.

#### ARTICLE VIII

##### DAILY WORK HOURS AND SCHEDULE FOR SECRETARIAL PERSONNEL

- A. The normal work day for secretarial personnel is eight (8) hours including a thirty (30) minute lunch period and a scheduled fifteen (15) minute break period each morning and afternoon for a full work day.



- B. All work performed in excess of forty (40) hours in any week shall be compensated at the rate of time and one-half.
- C. All overtime worked shall be mutually agreed upon by the employee and immediate supervisor. In the event of an emergency, overtime assignment shall be made at the discretion of the Board Secretary-Business Administrator.
- D. If a secretary is required to work during a day when the total District is closed for the full day due to inclement weather or other emergency closing, compensatory time will be granted within ninety (90) working days at a time of mutual convenience of the parties involved.
- E. Secretary's holidays shall correspond to the school calendar during the school year. When students and teachers are not in attendance, secretaries shall not be required to be present. In addition, twelve (12) month clerical employees shall receive July 4th and Labor Day as holidays. N.J.E.A. convention days are considered work days. Clerical employees shall be in attendance at the convention or present at work.
- F. Twelve (12) month clerical employees shall work a summer schedule of seven (7) hours commencing the first Monday following the close of the academic year until the first scheduled day for faculty to return for the following academic year.

## DAILY WORK HOURS AND SCHEDULE FOR BUS DRIVERS

- A. Bus drivers' normal work day shall be in accordance with route assignment.
  
- B. If a holiday (Labor Day, Columbus Day, Presidents Day, Thanksgiving Day, Veterans Day, Good Friday, Easter Monday, Memorial Day) falls between Monday and Friday, and if Saturday or Sunday work is performed in that week, credit, for computation of overtime eligibility only, shall be granted in the amount of one regular day's contract hours for said driver performing such work. Any work performed on any of the above designated holidays shall be compensated at time and one-half, regardless of the number of hours worked in that week.

## ARTICLE X

### EMPLOYMENT PROCEDURES

- A. General Contract Provision for employment procedures are:

- 1. Placement on Salary Schedule:

Each employee shall be placed on his proper step of the salary schedule. Any employee 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.

- a. An employee who is resigning from his position shall be required to give two weeks (14 days) notice to the District Office.
  - b. Earned vacation for twelve (12) month personnel shall be paid according to the proportion of full months worked to the total contract year, unless proper notice (14 days) has not been given.
  - c. If the full two-week notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose ten (10) full working days shall be used in calculating the amount of notice given by the employee.
3. Notification: Employees shall be notified of their contract status for the ensuing year as follows: by April 30 for custodial, secretarial and cafeteria employees and by July 1 for bus drivers.
4. Custodial, Cafeteria, Secretarial and Bus Driver layoffs shall be district-wide and shall be by seniority per classification, i.e., last-in, first-out. Recall lists shall be maintained for ninety (90) calendar days. Recalls shall be by reverse procedure. Recalled employees shall have seniority rights and accumulated sick leave restored.

5. Employees shall not be required to transport students in their own vehicles. An employee may do so voluntarily, however, with the advance approval of his immediate supervisor.
  
6. Employees required to travel between buildings during the normal work day shall not forfeit pay and shall be reimbursed fifteen (15) cents per mile or as per adopted Board Policy, whichever shall be greater, for the use of his personal automobile.

B. Bus Drivers

1. District-wide seniority bidding shall be allowed once per year in June (or earlier, if all necessary data is available) for known regularly scheduled student pickup routes and activity routes for the following school year subject to the following provisions: up to a maximum of five (5) times per work year, runs that become vacated because of retirement, discharge, or resignation, shall be posted for bidding and the most senior employee who bids, shall be transferred to such run within fifteen (15) working days after the date for the closing of such bids. It is expressly understood that no bumping shall result from any transfer.
  
2. Drivers may not bid separately on individual scheduled activity route(s) as posted on a line. Route-splitting bids will not be considered.

- a. Board assigns buses.
- b. The board reserves the right to discipline including suspension without pay, or docking, or discharge employees for cause.
- c. It is expressly understood that the Board may add or subtract from regular student pick-up routes and/or activity routes.
- d. After initial bidding assignment, there shall be no "bumping" during the work year.
- e. It is the Board's prerogative to assign new drivers as it sees fit during the course of the work year.
- f. Layoff recalls shall be assigned at the sole discretion of the Board.
- g. The Board reserves the right to permit and/or require vehicles to be taken home by each employee after service duty.
- h. It is understood that extra duty runs, i.e. those runs which are not regularly scheduled, remain as a Board prerogative for assignment to employees.

- i. All extra-duty runs for athletic practice sessions, seasonally scheduled and not scheduled on a day to day basis, shall be offered for assignment to the lowest hourly wage drivers through the highest hourly wage drivers, consecutively by seniority and availability as determined by the Transportation Coordinator. A run will be offered only once to each driver until the entire seniority list has been offered a run. Credit for sick leave shall apply to all such seasonally scheduled athletic practice runs.
  
- j. Any driver desiring consideration for extra-duty runs must notify the Transportation Coordinator in writing on or before the following dates of each contract year:
  - September 1
  - January 1
  
- k. Where Saturday or Sunday work is being distributed in a holiday week, there is nothing to preclude the Board from assigning work first to those employees who have worked fewer than forty (40) hours (including holiday credit) in that week.
  
- l. The Board of Education shall cause to be posted a schedule of known summer routes and each employee shall be afforded an opportunity to apply for such. Changes in assignment after appointment shall not be subject to bidding provisions nor shall the Board be required to maintain the specific number of routes initially posted.

## ARTICLE XI

### TRANSFERS/PROMOTIONS

- A. Vacancies and/or new positions within the district shall be posted in all buildings and on all appropriate bulletin boards. A notice of the same shall be delivered to the Association President. Employees who desire to apply for such vacancy/position shall submit their request, in writing, to the Secretary-Business Administrator within ten (10) working days. Nothing herein shall interfere with the Board's right to make interim or permanent appointments.
- B. Notice of an involuntary transfer (i.e., either a change from school-to-school, change of shift assignment or a change in job assignment or a totally different assignment, i.e., bus driver to cafeteria worker, secretary to custodian, etc.) shall be given to an employee as soon as practicable. If requested, a conference with the Board Secretary-Business Administrator will be provided prior to such transfer or if not feasible, within forty-eight (48) hours of becoming effective.
- C. Promotional positions are defined as those on a nonbargaining unit level of responsibility. A notice of such new supervisory positions shall be posted on the bulletin boards stating the requirements for the promotional position and indicating the closing date for accepting applications. A notice of same shall also be delivered to the Association President. Employees who desire to apply, shall submit their

application, in writing, to the Board Secretary-Business Administrator within the time limit specified in the notice. The Board retains sole right to determine promotions.

## ARTICLE XII

### EMPLOYEE EVALUATION AND RECORDS

- A. All monitoring or observations of the work performance of an employee shall be conducted openly by members of the Administrative Staff. The use of eavesdropping, public address, cameras, audio system, and similar surveillance devices shall not be permitted.
  
- B. An employee shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without the employee having an opportunity for a conference with the evaluator within fifteen (15) working days of the observation.
  
- C. An employee will be permitted to read and initial any letter of a negative or disciplinary nature which may be used to evaluate him prior to placing same in his personnel file. This signature in no way indicates agreement with the contents



thereof. An employee may write a statement, not to exceed one typed page, expressing his point of view in regards to the above negative or disciplinary action, provided this statement is written and filed with the Secretary-Business Administrator within ten (10) working days after the employee was permitted to read and initial the original letter(s) of a negative or disciplinary nature.

- D. The Board of Education shall establish only one (1) official personnel file for each employee.

#### ARTICLE XIII

#### HOLIDAYS

All twelve (12) month custodians, groundskeepers and maintenance workers covered by this Agreement shall receive the following recognized Holidays with pay:

Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
Day after Christmas  
Day before New Years Day  
New Years Day  
Memorial Day  
Martin Luther Kings Day  
Presidents Day  
Good Friday  
Easter Monday

ARTICLE XIV

VACATION

All twelve (12) month employees subject to this Agreement shall be entitled to paid vacation as follows:

1. During the first year of employment, each employee shall receive (1) vacation day per month of service up to a maximum of ten (10) days per year (employment on or before the 15th of a month shall constitute one month of service).
2. After one and through five years of continuous service, each employee shall receive ten (10) vacation days.
3. After six years of continuous service each employee shall receive fifteen (15) vacation days.
4. All vacation schedules shall be subject to final approval by the Secretary-Board Administrator.

## ARTICLE XV

### SALARIES

- A. The salary of each employee covered by this Agreement is set forth in Schedules A, B, C, and D which are attached hereto and made a part of this Agreement.
- B. 1. Each employee shall be paid every other Friday during the regular work year.
2. If a payday falls on a holiday, then payment shall be made on the last scheduled work day prior to the holiday.
- C. All employees covered by this Agreement shall be placed on the proper step of the appropriate salary guide. Placement of new employees resides with the Board up through Step 6 of the appropriate salary guide.
- D. When a member of the custodial unit is required by the Board to assume the duties of Head Custodian, an extra-duty stipend in the amount of \$10.00 per day shall be paid to said employee.
- E. Secretaries assigned the task of substitute calling shall receive \$1,200 yearly in addition to base payment. In addition, the Board shall assume the phone charges associated with such task.

F. When a cafeteria employee is required by the Board of Education, or any agent thereof, to assume the duties of Director, said employee shall receive an extra-duty stipend in the amount of \$10.00 per day.

G. Each employee who is required to serve on jury duty shall receive the difference between their salary and the payment made as jury duty compensation, upon presentation of a certificate of attendance to the Secretary-Business Administrator and subject to the following provisions:

1. Questionnaires concerning availability of each employee for jury duty shall be completed by the employee to state the preferential time to be during non-working periods as specified by the school district.

2. Upon receipt of notification of jury duty, each employee shall request that such duty be postponed until non-working period and shall immediately advise the Business Administrator of such notification and response.

#### ARTICLE XVI

#### BOARD'S RIGHTS CLAUSE

A. Except as otherwise specified in this Agreement, the Association recognizes that the Board has responsibility and authority to manage and direct in behalf of the public, all of 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 effect 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 to it by law.

#### ARTICLE XVII

#### UNIFORM ALLOWANCE

Whenever the Board of Education mandates a uniform to be worn on duty then the Board shall provide such uniform.

#### ARTICLE XVIII

#### SICK LEAVE

- A. Each employee shall be provided sick leave at the rate of one (1) day per month of employment which shall be accumulative from year to year without limit in accordance with N.J.S.A. 18A:30-1 et. seq.

- B. Each employee shall be provided with written accounting of sick leave once each year.

## ARTICLE XIX

### TEMPORARY LEAVES OF ABSENCE

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

A. Personal Leave

With the approval of the Secretary-Business Administrator, an employee may be granted, for personal reasons other than personal illness, two (2) days of absence from regularly scheduled duties within the annual school calendar as approved by the Board of Education. These two (2) days of absence, when approved, shall be granted without loss of salary.

Any days not utilized by an employee in any one contractual year shall not be carried over to the next contractual year.

B. Death in Immediate Family

With the approval of the Secretary-Business Administrator, an employee may be granted days of absence, without loss of salary due to death in the staff member's immediate family.

The number of days of absence granted shall be determined by individual circumstances, and shall not be deducted from the two (2) days of personal leave as defined above.

Immediate Family shall be defined as the employee's:

- (1) Husband or Wife
- (2) Children
- (3) Father or Mother
- (4) Brother or Sister
- (5) Father-in-law or Mother-in-law

## ARTICLE XX

### EXTENDED LEAVES

#### Child Rearing Leave:

1. Pregnant employees who are medically disabled are entitled to sick leave utilization in accordance with N.J.S.A. 18A:30-1 et. seq.
2. An employee with a child less than three (3) months old may apply for and will be granted Child Rearing Leave of absence without pay provided application is made at least sixty (60) days prior to commencement of such leave.
3. An employee who is granted Child Rearing Leave shall return to work at the start of the second semester or at the start of an academic year, provided written notice of such intent is given to the Board at least sixty (60) days prior to the beginning of the second semester, or by April 1 of the prior school year if return is to commence at the beginning of the subsequent school year.

4. Salary and benefits shall not be provided to the employee during Child Rearing Leave.
5. Child Rearing Leave time shall not be considered as experience time for salary purposes and the employee shall return to the District's employ on the salary guide in effect at the time of return.
6. For purposes of salary guide placement for the year subsequent to Child Rearing Leave, six full months constitutes one year credit for 12 month employees, and five full months constitutes one year credit for 10 month employees.

#### ARTICLE XXI

#### INSURANCE PROTECTION

The Board will provide provide Blue Cross-UCR Coverage, Major Medical, Rider J. and \$1.00 Co-Pay Prescription, and family coverage where appropriate and applicable. The Board reserves the right to change insurance carriers provided the provisions of any new policies do not diminish employee benefits.



ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. In accordance with Chapter 123 N.J.S.A., any changes in the terms and conditions of employment expressed herein shall first be negotiated with the Association as majority representative.
  
- B. Copies of this Agreement shall be printed at the expense of the Board. The Agreement shall be presented to all employees now employed, hereinafter employed, or considered for employment by the Board.
  
- C. Injuries: All employees shall immediately report to the District Office, all injuries no matter how slight, suffered by them in connection with their employment.
  
- D. Repeated lateness to work shall be grounds for dismissal.
  
- E. Employees must punch their own time cards upon arrival to work as well as upon leaving the building. In no case will a time card of an employee be punched by any other person. Failure to comply strictly with this procedure shall constitute grounds for dismissal.
  
- F. Payment of dues to employee organizations affiliated with this Association shall be made in accordance with N.J.S.A. 52:14-15-9e.

- G. Each ten (10) month employee may individually elect to have ten (10) percent of his monthly salary deducted from his pay. These funds shall be paid to the employee or his estate according to a schedule of payment throughout the summer as established by the Board of Education or upon death or termination of employment, if earlier.
- H. If another bargaining unit in the Greater Egg Harbor Regional High School District is granted an agency shop provision by the Board, then the Board shall either reopen negotiations concerning the issue, or grant the provision with the same benefits to this bargaining unit. The Association shall "save harmless" the Board from any suit or other action arising out of such provision if and when granted, including but not limited to legal fees and/or representation fees.


ARTICLE XXII

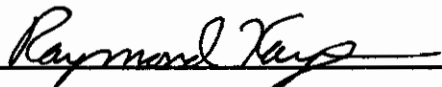
DURATION

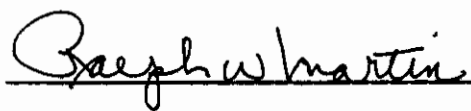
This Agreement shall be effective July 1, 1983 and through June 30, 1985.

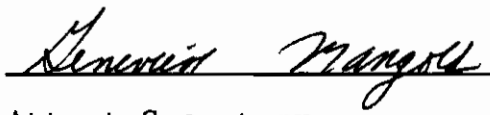
WITNESS

IN WITNESS THEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

  
\_\_\_\_\_  
President-Board of Education

  
\_\_\_\_\_  
President-Workers' Association

  
\_\_\_\_\_  
Attest-Secretary

  
\_\_\_\_\_  
Attest-Secretary

SCHEDULE A

CAFETERIA SALARY GUIDE

Rate Per Hour

1983-84.....	\$6.10
1984-85.....	\$6.50

SCHEDULE B

BUS DRIVERS SALARY GUIDE

1983-1984  
(rates per hour)

(0) \$6.15  
(1) 6.40  
(2) 6.65  
(3) 6.90  
(4) 7.15  
(5) 7.40  
(6) 7.65  
(7) 7.90  
(8) 8.15  
(9) 8.40  
(10) 8.65

1984-1985  
(rates per hour)

(0) \$6.50  
(1) 6.75  
(2) 7.00  
(3) 7.25  
(4) 7.50  
(5) 7.75  
(6) 8.00  
(7) 8.25  
(8) 8.50  
(9) 8.75  
(10) 9.00  
(11) 9.25

General Note: (All employees)

Initial salary of new employees shall not exceed Step 6.

SCHEDULE C

CUSTODIANS - GROUNDSKEEPERS - MAINTENANCE

SALARY GUIDE

	<u>CUSTODIANS</u>		<u>GROUNDSKEEPERS</u>		<u>MAINTENANCE</u>	
	<u>1983-84</u>	<u>1984-85</u>	<u>1983-84</u>	<u>1984-85</u>	<u>1983-84</u>	<u>1984-85</u>
(0)	\$12,225	\$13,100	\$12,225	\$13,100	\$13,225	\$14,100
(1)	12,425	13,300	12,425	13,300	13,425	14,300
(2)	12,625	13,500	12,625	13,500	13,625	14,500
(3)	12,825	13,700	12,825	13,700	13,825	14,700
(4)	13,025	13,900	13,025	13,900	14,025	14,900
(5)	13,225	14,100	13,225	14,100	14,225	15,100
(6)	13,425	14,300	13,425	14,300	14,425	15,300
(7)	13,625	14,500	13,625	14,500	14,825	15,500
(8)	13,925	14,700	13,925	14,700	14,925	15,900
(9)	14,125	15,000	14,125	15,000	15,025	16,000
(10)	14,325	15,200	14,325	15,200	15,125	16,100
(11)	14,525	15,400	14,525	15,400	15,325	16,200
(12)	14,825	15,600	14,825	15,600	15,625	16,400
(13)	15,125	15,900	15,125	15,900	15,925	16,700
(14)	15,425	16,200	15,425	16,200	16,225	17,000
(15)	---	16,500	---	16,500	---	17,300

Custodian Note:

Any custodian holding a valid fireman's license, assigned by the head custodian as fireman on duty for any shift, shall receive \$5.00 per diem in addition to his contractual salary.

General Note: (All employees)

Initial Salary of new employees shall not exceed Step 6.

SCHEDULE D

SECRETARY TO PRINCIPAL

DATA PROCESSING AND HIGH SCHOOL SECRETARIES AND CLERKS

	<u>SECRETARY TO PRINCIPAL</u>		<u>DATA PROCESSING AND HIGH SCHOOL SECRETARY</u>		<u>CLERKS</u>	
	<u>1983-84</u>	<u>1984-85</u>	<u>1983-84</u>	<u>1984-85</u>	<u>1983-84</u>	<u>1984-85</u>
(0)	\$10,827	\$11,577	\$10,427	\$11,177	\$10,079	\$10,829
(1)	11,127	11,877	10,727	11,477	10,379	11,129
(2)	11,427	12,177	11,027	11,777	10,679	11,429
(3)	11,727	12,477	11,327	12,077	10,979	11,729
(4)	12,027	12,777	11,627	12,377	11,279	12,029
(5)	12,327	13,077	11,927	12,677	11,579	12,329
(6)	12,627	13,377	12,227	12,977	11,879	12,629
(7)	12,927	13,677	12,527	13,277	12,179	12,929
(8)	13,227	13,977	12,827	13,577	12,479	13,229
(9)	13,527	14,277	13,127	13,877	12,779	13,529
(10)	13,827	14,577	13,427	14,177	13,079	13,829
(11)	14,127	14,877	13,727	14,477	13,379	14,129
(12)	14,427	15,177	14,027	14,777	13,679	14,429
(13)	---	15,477	---	15,077	---	14,729

Secretaries' Note:

Transfers from one clerical position to another shall be granted full credit for all steps on Guide held at time of transfer.

General Note: (All employees)

Initial salary of new employees shall not exceed Step 6.