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AGREEMENT

THIS AGREEMENT, made and entered into this fifteenth day of October, 1985, by and between the BOARD OF EDUCATION of ORADELL, in the County of Bergen, New Jersey, Hereinafter called the "Board"

and

ORADELL EDUCATION ASSOCIATION, INC., hereinafter called the "Association"

WITNESSETH that the "Board" and the "Association" for the consideration hereinafter mentioned, covenant and agree as follows:

PART I

ARTICLE I - RECOGNITION

- A. The "Board" hereby recognizes the "Association" as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all teachers, custodians, secretaries and clerks under contract to the "Board".
- B. Unless otherwise indicated, the term "Employee" when used hereafter in this AGREEMENT, shall refer to all contracted employees, excluding the Superintendent, Board Secretary, Principal, Head Custodian and secretaries to the Superintendent and Board Secretary, represented by the "Association" in the negotiating unit as above defined.

ARTICLE II - RIGHTS OF THE BOARD

A. The parties hereto agree that the Board reserves all rights, authorities and responsibility in accordance with applicable laws and regulations not otherwise affected by the provisions of this agreement.

ARTICLE III -GRIEVANCE PROCEDURE

A. Definitions

- 1. The term "grievance" means a complaint by an employee that, as to the employee, there has been inequitable, improper or unjust application, interpretation, violation, modification or change of a policy, agreement or administrative decision affecting the terms and conditions of his employment. The term "grievance" and the procedures stated herein shall not apply to:
 - a. The refusal or failure of the Board to renew the contract of a non-tenure employee.
 - b. Charges against a tenured employee pursuant to the Tenure Employees Hearing Act (NJS 18A:6-10 et seq).
 - c. Withholding of increments to salaries pursuant to NJS 18A:29-14.
 - d. A situation arising after July 1, 1968 on which the Commissioner of Education has ruled or has the power to rule.

A grievance to be considered under the procedure must be initiated by the employee within thirty (30) calendar days after the event which gives rise to the grievance.

- 2. An "aggrieved person" is the person or persons making the claim.
- 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. At Level Two and above, it shall include the Association or its representative.

B. Purpose

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

C. Procedure

Since it is important that grievances be processed as rapidly as
possible, the number of days indicated at each level should be
considered as a maximum and every effort should be made to
expedite the process. The time limits specified may, however,
be extended by mutual agreement.

2. 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 in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Level One

An employee with a grievance shall submit such grievance in writing to his immediate superior either directly or through the Association's designated representative, with the objective of resolving the matter informally. The immediate superior's response to the employee's grievance shall be in writing.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been made by the immediate superior within five school days after presentation of the grievance, he may file the grievance in writing with the Superintendent of Schools or the Board Secretary and with the Chairperson of the Association's Professional Committee. The Superintendent or Board Secretary shall review the grievance and any supporting material submitted, discuss the issue with all the parties in interest present and shall render a written decision within fifteen (15) days after the filing of the grievance.

5. Level Three

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within the aforesaid fifteen school days, the employee may appeal to the Board by filing a written request that the Board hear the matter. At the same time, the employee shall file with the Board any documentation. The employee shall give notice of such appeal to the Superintendent or Board Secretary and any other party in interest. The President of the Board shall determine whether to schedule the hearing for an executive session at the next regular meeting of the Board or at a special meeting of the Board, either of which meeting shall be no later than ten school days after the date of receipt of the written request. The Board shall review the case and render a written decision within one month from the date of the receipt of the written request.

6. Level Four

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within one month of aforesaid, the employee may request that the Association submit the grievance to mediation. If the Oradell Education Association Professional Committee determines that the grievance is meritorious, it may submit the matter in writing for mediation to the Board within fifteen (15) school days after receipt of such request. The Professional Committee's decision shall be final as to the aggrieved person or persons.

- a. Within ten (10) school days after such written notice of submission to mediation, the Board or the Professional Committee shall inform the American Arbitration Association, I Executive Dr., Somerset, New Jersey (201) 560-9560, the mutually agreed upon mediator, in writing, of the matter to be mediated. It is understood that the mediator will attempt to help the parties to resolve the matter and submit a written advisory report to the parties. In the event the above named mediator cannot serve for any reason, the parties may select a mediator through the procedures of the American Arbitration Association.
- b. The mediator shall confer with the representatives of the Board and the Professional Committee and hold hearings promptly and shall issue his written advisory report not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The mediator's recommendations shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. It is understood that the mediator's advisory recommendations shall be limited to interpretation of the Agreement and he may in no way add to or delete from this Agreement.
- c. The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

- Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option by a representative. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Professional Committee or the Association, or any other participant in the grievance procedure by reason of such participation.

E. Confidentiality of Grievance Records

- All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.
- All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

ARTICLE IV - TEACHER ASSIGNMENT

A. Teacher Assignment

- All teachers shall be given written notice of their salary schedules, grade level, class and/or subject assignments, and room assignments for the forthcoming year not later than the last day of the current school year except for emergencies occurring after that date.
- 2. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

ARTICLE V - PERSONNEL FILES

A. Personnel Files

1. Any statement placed in the employee's personnel file which is derogatory in nature must be shown to the employee and the employee must be given the right to place a statement in his file concerning the original complaint, with the exception of references from former employers, outgoing references, pre-employment investigations and college transcripts. Employees may see their file at any reasonable and convenient time.

ARTICLE VI - ABSENCES AND LEAVES

- A. Each employee of the Board shall be entitled to one day sick leave per month of service per year.
 - 1. Sick leave includes quarantine, injury or illness of a staff member.
- B. Cumulative sick leave shall be granted under the provisions of N.J. Revised Statutes 18A:30-3.
- C. Any employee who is absent in excesss of his/her accumulated sick leave shall receive pay less the cost of a substitute for a period not to exceed three months.
- D. In case of quarantine in household, a certificate from the local health officer is required to be filed with the Superintendent or Board Secretary.
- E. Cumulative Leave All persons holding any office, position or employment in all school districts, regional school districts or county vocational schools of the State who are steadily employed by the Board of Education or who are protected in their office, position or employment under the provisions of Section 18A:28-1 through 7 of the Revised Statutes or under any other law, shall be allowed sick leave with full pay for a minimum of ten (10) school days if a ten month employee and twelve (12) school days if a twelve month employee in any school year. If any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years. This is limited to the effective date of the State Law.

- 1. Any employee who is appointed after the opening of school shall be credited with one day of sick leave for each remaining calendar month of that school year.
- At the beginning of an employee's term of employment each school year and irrespective of the time of beginning actual service, each employee shall have immediately available for use his/her entire sick leave allowance for that year as defined above.
- 3. Absence on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated credit.
- 4. Accumulation of sick leave shall be retroactive to date of employment in the Oradell School System, but limited to the effective date of the State Law, July 1, 1954.
- F. Medical Certificate At the discretion of the Superintendent or Board Secretary, a doctor's certificate must be furnished for all cases of illness or injury exceeding three days; otherwise a full salary deduction will be made at the discretion of the Board.
- G. Leave: Accumulative; Non-Accumulative No employee shall lose his/her accumulated allowance of unused sick leave by reason of having been on leave of absence, nor shall the employee accumulate any additional days of allowance during the leave of absence, or due to absence in military service of the United States in time of national emergency.

H. Termination of Service

- 1. The salary of any employee shall terminate at the time of his/her discharge or resignation. No terminal payments for accumulated sick leave shall be paid.
- 2. In case of death, the remainder of the pay for the calendar month shall be paid to the estate of the deceased.
- I. No Just Cause If any employee avails himself/herself of sick leave benefits without just cause, he/she shall be subject to immediate dismissal from further services.
- J. <u>Injury on the Job</u> Payment of sick leave for service connected disability will be in accordance with 18A:30-2.1.
- K. Notification of Absence to Superintendent or Board Secretary -Any employee who expects to be absent on a given day must notify the Superintendent, Board Secretary or his designee as soon as possible, between 6:45 and 7:00 a.m. on the day he/she is to be absent. Whenever possible, notification should be given the previous day.

L. Court Order - Court Involvement

 Absences of an employee from school by reason of a subpoena or legal process issued by any court shall be allowed, with pay, provided that the subpoena be filed with the Superintendent or Board Secretary. If any employee is a party to a suit, absence from school in that connection shall be without pay, unless upon recommendation of the Superintendent or Board Secretary, the Board approves payment.

M. Absence for Personal Reasons

- 1. Employees shall be allowed a maximum of three (3) noncumulative personal days. For personal days taken with the prior approval of the Superintendent or the Board Secretary, the employee shall receive full pay. Applications shall be made in advance except in the case of emergencies.
- Personal days will not normally be granted on days immediately
 preceding or immediately following a scheduled vacation or
 holiday. Exceptions may be granted for reasons beyond the
 control of the employee and acceptable to the Superintendent or
 Board Secretary.
- Fersonal days taken when approval has been denied by the Superintendent or Board Secretary will result in a deduction of one twentieth of the employee's monthly salary for each day taken.
- 4. Additional personal days may be granted by the Superintendent or Board Secretary, but in any such instances an amount equal to the current per diem rate of the substitute, whether employed or not, may be deducted from the employee's salary.

N. Death in Family

- 1. Immediate Family Absence due to death in an employee's immediate family (spouse, child, parent, parent-in-law, sibling, or a relative domiciled with the employee) shall be allowed with pay for a period not to exceed five days in each such case. The absence may precede, include or immediately follow the death of the relative.
- 2. Non-immediate Family Absence due to death in non-immediate family (grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law or son-in-law not living in the household of the employee) will be allowed with pay for the day of the funeral plus two additional days at the discretion of the Superintendent or Board Secretary.
- 3. The specific reason for such absence shall be clearly stated to the Superintendent or Board Secretary.
- O. Leave of Absence Leave of absence for tenured staff may be authorized upon recommendation of the Superintendent or Board Secretary and approved by the Board of Education. Such leave shall be without pay.

1. Extended leaves of absence

A. Anticipated Disability Leave

- 1. Any member who anticipates undergoing a state of disability such as but not limited to surgery, hospital confinement, medical treatment or pregnancy, may apply for a leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence shall be chargeable to the sick leave account of such employee. All employees covered by the Agreement anticipating a state of disability shall notify the Superintendent or Board Secretary of the conditions expected to result in disability as soon as the condition which may result in disability is known.
- 2. A member who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said employee produces a statement from his/ her physician stating that said employee is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties.

B. Child Rearing Leave

- 1. In the case of the birth or adoption of a child, any member may have the right to apply for a leave without pay as provided herein for child rearing purposes.
- 2. Child rearing leaves are available only to tenured members.
- Application for a child rearing leave must be filed at least three months before the anticipated birth or adoption of the child or immediately upon termination of the disability leave.
- 4. The member shall specify in writing the date on which he/she wishes to commence the leave and the date on which he/she wishes to return to work.
- 5. The Board may change the requested dates upon a finding that the granting of such leave for the dates requested would substantially interfere with the administration of the school.
- 6. Following granting of such leave to any member, the commencement or termination dates thereof may be further extended or reduced upon application by the member. Such request shall be submitted at least three months prior to the desired change

7. Such extension or reduction may be granted by the Board for an additional, reasonable period of time except that the Board may alter the request dates upon finding that such extension or reduction substantially interferes with the administration of school.

Personal Illness -

- a. Length of Period A leave recommended by the Superintendent or Board Secretary and approved by the Board shall be granted for no more than one year for reasons of personal illness, injury, or for rest and recuperation, but any employee who has been granted a year's leave of absence may apply to have the leave of absence extended.
- b. Official Notice Persons on leave of absence shall inform the Superintendent or Board Secretary by registered mail before November 1st (if a first semester leave has been granted) or March 1st (if a second semester or full school year has been granted) specifying their intention with respect to returning for duty the following semester and/or school year. Failure of an employee on leave to give such notice shall be interpreted as indicating such employee does not wish to return as a member of the staff of the Oradell Public School.
- c. Medical Examinations If an application for a leave of absence is favorably considered by the Superintendent or Board Secretary, the applicant may be given a physical examination, the applicant may submit a report upon a physical examination made by a physician acceptable to the Board for the purpose of determining either the extent of illness, injury or the necessity of recuperation, or for the purpose of determining whether there is reasonable probability that he or she shall be physically able to return to service and to carry on the prescribed work as may be assigned by the administration.
- d. The period of a leave of absence for illness or maternity shall not be counted as a period of service for the purpose of determining placement on any salary guide.

3. Military Leave -

a. Any employeee of the Oradell School who may be conscripted into the defense forces of the United States for service or training, shall make application for military leave. He shall be reinstated to his position in this school system with full credit, including the annual increment under the salary schedule upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. Said application for reinstatement shall be made within a reasonable time after honorable discharge or honorable release from military service, and not later than ninety (90) days from the date of said release or discharge.

b. Oradell employees who leave the system voluntarily for military duty in the U.S. Armed Forces will automatically receive step salary credit on a year for year basis up to a maximum of four years. All other credit for military service, past, present or future will be upon recommendation of the Superintendent or board Secretary and the approval of the board of Education.

ARTICLE VII -INSURANCE PROTECTION

- A. Effective July 1, 1983, the Board agrees to pay 100% of the premiums for family plan coverage as provided in the New Jersey State Health Benefits Plans, the vision, dental and prescription plans. Distribution of expenses to be agreed upon prior to June 30, 1983.
- B. This will be done in consultation with the Oradell Education Association. Benefits will not decrease from the level provided in the 1982-1983 School Year.
- C. Any change in the insurance carrier or the amount of coverage per employee shall be made by the Board in consultation with the Association.

ARTICLE VIII - TEMPORARY LEAVE OF ABSENCE

A. Leave of absence for tenured teachers may be authorized upon recommendation of the Superintendent and approved by the Board. Such leave will be without pay.

ARTICLE IX - DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Oradell Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association or any combination of these associations as said employee, individually and voluntarily authorize the Board to deduct. The Board will collect an "Agency Shop" fee equivalent to 85% of the total Association dues from employees who elect non-membership in the Oradell Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association in accordance with New Jersey State Law. Said Monies, together with records of any corrections, shall be transmitted to the New Jersey Education Association by the 15th of the month following the monthly pay period in which deductions were made.
- B. Each of the associations named above shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. The Board agrees to continue processing deductions and disbursements for the Washington National Insurance Company and East Bergen Teachers Credit Union. In addition, the Board will make deductions and disbursements for tax sheltered annuity funds with enrollment periods twice annually; June 30th and December 31st for changes in amounts.

ARTICLE X - JOINT ADVISORY COMMITTEE

- A. There shall be a Joint Advisory Committee consisting of the Superintendent of Schools or his designee, two Board members and three members appointed by the Association.
- B. The above committee shall meet a minimum of three times each school year at reasonable times, determine its own rules, review and study in good faith, and make recommendations for Board action on any topics considered to be of value to the Oradell School District or the staff.
- C. The Board shall inform the Committee of its actions and reasons for their actions on any matter referred to them by this committee.
- D. Recommendations arising from this committee shall not be binding on either party.

ARTICLE XI - WORK YEAR - SCHOOL CALENDAR

A. School Calendar

- The annual school calendar will be adopted by the Board of Education after consultation of the Superintendent of Schools and a representative of the Oradell Education Association.
- 2. The calendar shall provide for no less than the number of days required attendance established by State Law.
- 3. Whenever a calendar has been adopted, but because of unforeseen circumstances the minimum days established by State Law cannot be met, the school calendar shall be adjusted by the Board after consultation with a representative of the Oradell Education Association.

B. Work Year

1. The work year for all teachers employed on a ten (10) months basis will consist of one hundred and eighty (180) regular student attendance days; in addition to one (1) day prior to the opening of schooll; one (1) day after the close of the student year; and one (1) professional workshop day.

ARTICLE XII - SALARIES

- A. The salaries of all teachers covered in this agreement are set forth in Schedule "A" and "B" attached.
- B. Payday shall be on the 15th and 30th of each month of the contractual year.
- C. When payday falls on or during a school holiday, vacation, weekend or bank holiday, the teachers shall receive their pay checks on the last previous working day.
- D. Teachers shall receive their final checks on the last working day in June, except those employees opting for the 12-month plan, providing all necessary records have been approved by the proper authorities.

h. An additional \$100, per year at any step on the salary guide will be granted for each six points of undergraduate work approved in advance by the chief administrator after determining that said work will be of benefit to the school.

Graduate work toward advanced degrees shall be compensated an additional \$200. at any step of the salary guide for each six (6) credits taken after July 1, 1982. (Advanced degrees shall be understood to mean a Master's Degree or a Master's +32 points of graduate work.)

The additive salary provision shall apply up to the MA +32 or BA +64 and shall apply only to those credits earned after July 1, 1971.

- 1. The Board will pay one-half the tuition fee for nine (9) hours of credit each year as indicated above.
- 2. The Board will pay full tuition and textbook fees when the Board and/or administration initiates the recommendation to take specific courses.
- F. A salary differential, as a yearly bonus, up to 10% will be granted personnel who prepare and direct in-service workshops in the following academic areas: mathematics, science, language arts, social studies, art, music, physical education and human relations. Detailed plans for such workshops will be submitted in advance for consideration by the Superintendent. Upon recommendation by the Superintendent and approval by the Board, a contract will be issued. At the satisfactory completion of the workshops, a lump sum differential of 10% of the contractual salary will be awarded. In the event that two or more staff members participate in the planning and direction of the workshops, the 10% differential shall be divided equitably.
- G. The normal increment or adjustment may be withheld pursuant to Statute.
- An additional \$200, annually will be paid to a teacher who has completed 20 years of public school service in the Oradell Public School. An additional \$200, annually will be paid to a teacher who has completed 30 years of public school service in the Oradell Public School. All teachers completing their 25th year as of June 30,1978 will receive \$300. annually upon becoming eligible. Upon retirement from the Oradell Public School, teachers with a minimum of fifteen (15) years of service within the district, will receive a retirement bonus equal to \$ 100. per year of service within the district, up to a maximim award of \$ 2,500. Teachers must inform the Board prior to December 31 of intention to retire in June. However, in the event of an emergency and non-notification to the Board of intention to retire in June, a teacher may appeal the above policy. Payment will be made no later than one year after the notification of retirement to allow for inclusion in the budget. The retirement provision is effective as of the 1986-1987 School Year.
- I. The Board agrees that additional salary accruing to teachers under "E" of the article shall be paid on the first day after each calendar quarter, retroactive to presentation to the Superintendent of an official transcript and receipt from an accredited college or university. The responsibility for obtaining the transcript and receipt shall rest with the teacher.

- J. Salary increases for any change of category to M.A. or M.A. +32 shall be on a pro-rata basis commencing on the first day after each calendar quarter retroactive to the receipt of official transcripts by the Superintendent of Schools.
- K. An additional \$ 400. each will be paid annually for intramural activities supervised by the physical education teachers.
- L. For Participation in overnight or weekend field trips, teachers will be compensated at a rate of \$ 75.00 per night.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

- A. Whenever notice is required to be given by either of the parties to this Agreement, they shall do so by hand delivering a letter for which they shall obtain a receipt, or by certified mail, or by telegram, to the following addresses:
 - 1. If by the "Association" to the "Board"

to: Oradell Board of Education % Secretary to the Board Borough Hall Oradell, New Jersey 07649

- 2. If by the "Board" to the "Association"
 - to: President, Oradell Education Association Prospect Avenue Oradell, New Jersey 07649
- B. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid, but all other provisions or applications shall continue in force and effect.
- C. Any individual contract between the Board and an individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement during the agreement's duration. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration shall be controlling.
- D. Copies of this agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.
- E. 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 or sex.

- F. The board agrees that the evaluation of teachers as to their proficiency as teachers shall only be done by persons certified by the State to supervise instruction.
- G. The employment of consultants by the Board to evaluate and assess the implementation of curriculum shall not constitute a grievance.
- H. The Board agrees that evaluative statements concerning teachers shall not be written after termination of employment and the expiration of the yearly contract. The unilateral action of the Superintendent to provide recommendations subsequent to termination of employment shall not constitute a grievance under the terms and conditions of this agreement.
- 1. The Board agrees that the notice of non-renewal of the contract of a non-tenure teacher shall be given by April 30. At the request of a teacher, the Board will confer with the teacher involved.

ARTICLE XIV - DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1985 and shall continue in effect until June 30, 1987
- B. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to all employees, be reduced to writing, be adopted by the Board and ratified by employees, and signed by their duly authorized representatives.
- C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. This agreement constitutes the complete and entire understanding between the parties as to the terms and conditions of employment of employees by the Board for the term thereof. Said terms and conditions of employment shall not be subject to further negotiations for the duration of the agreement except as provided in Article 14B.

SALARY GUIDE - 1985-1986

Schedule "A"

<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>	Master + 32
1	18,500	19,260	21,000
2	18,900	19,900	22,000
3	19,700	20,870	23,000
4	20,600	21,700	23,790
5	21,300	22,540	24,590
6	22,200	23,400	25,490
7	23,900	25,100	27,190
8	24,740	25,900	28,090
9	25,700	26,800	29,200
10	27,300	28,400	30,800
11	28,300	29,400	31,600
12	29,300	30,480	32,600
13	30,190	31,420	33,750
14	32,200	33,320	35,600
15	32,930	35,208	37,600

SALARY PLACEMENT - 1985-1986

Schedule "A"

• •			
Step	B.A.	<u>M.A.</u>	Master +32
1	W.Wilson E.Hanley .6	T.Mundo*	
2	M.Mele S.DiCorcia		
3	D.Dapper	J.Loschiavo	E.Heine*
4		J.Joern	
5		E.Wright	
6	L.Montecuollo	D.Curran .5	
7	C.Grimaldi		
8	S.Kepniss .8		J.Johnson .8 S.Landesberg .8
9		R.Wosk	
10	C.White E.Struhs L.Masiello		
11	L.Ackerman D.Jensen N.Nixon T.Choman A.Brenner		
12		E.Grant .4	
13	E.Friedberg D.Geiss	C.Simmons'	R.Phelan
14		A.Wallis	
15	C.Hotz J.McCaddin P.Prober H.Rogers B.Tschop G.McKinney L.Robinson F.Greer E.Wilson G.deLime	L.McLuckie B.Taylor	C.Donnelly J.Clark M.Cummings A.Schneider

[&]quot;Salaries not applicable to this guide

SALARY GUIDE - 1986-1987

Schedule "B"

<u>Step</u>	B.A.	<u>M.A.</u>	Master + 32
1	19,500	20,500	22,500
2	20,800	21,660	23,500
3	21,250	22,250	24,500
4	22,120	23,270	25,500
5	23,080	24,120	26,500
6	23,800	24,970	27,500
7	24,700	25,840	28,500
8	26,450	27,550	29,500
9	27,400	28,650	30,900
10	28,400	29,500	31,700
11	30,000	31,110	33,300
12	31,100	32,000	34,200
13	32,150	33,400	35,600
14	- 33,100	34,420	36,900
15	35,890	36,420	41,000
16		38,380	

SALARY PLACEMENT - 1986-1987

Schedule "B"

Step	<u>B.A.</u>	<u>M.A.</u>	Master + 32
2	W.Wilson E.Hanley .6	T.Mundo	
3	M.Mele S.DiCorcia		
4	D.Dapper	J.Loschiavo	E.Heine
5		J.Joern	
6		E.Wright	
7	L.Montecuollo	D.Curran .5	
8	C.Grimaldi		
9	S.Kepniss .8		J.Johnson .8 S.Landesberg .8
10		R.Wosk	
11	C.White E.Struhs L.Masiello		
	L.Ackerman D.Jensen N.Nixon T.Choman A.Brenner		•
13		E.Grant .4	
14	E.Friedberg D.Geiss	C.Simmons	R.Phelan
15	C.Hotz J.McCaddin P.Prober H.Rogers B.Tschop G.McKinney L.Robinson F.Greer E.Wilson G.deLime	A.Wallis	C.Donnelly J.Clark M.Cummings A.Schneider

FART II: CUSTODIAL AND SECRETARIAL/CLERICAL PERSONNEL

PREAMBLE:

Articles contained within Part I of this agreement shall apply in full with the following exceptions and/or exclusions:

Article IV, XI, XII and XIII F, G. H, and I.

ARTICLE I - SALARIES

- A. The salaries of all custodians and secretaries/clerks covered by this agreement are set forth in Schedule "C" which is attached hereto and made part thereof.
- E. Payday shall be on the fifteenth and thirtieth of each month of the contractual year. When payday falls on a non-working day or bank holiday, employees shall receive their paychecks on the last previous working day.

C. Recall

Any employee called to return to work outside of his regular scheduled shift shall be paid at a minimum of three (3) hours at overtime rate.

D. Overtime

- Overtime shall be paid at the rate of one and one-half (1½)
 times the hourly rate at the employee's regular hourly rate
 of pay for all time worked in excess of the regularly
 scheduled work day.
- 2. Overtime shall be paid at the rate of two (2) times the hourly rate for all time worked on Sundays and holidays.

E. Night Shift

Custodians regularly assigned night shift duties shall receive an additional \$300.00 annually.

F. Upon Retirement from the Oradell Public School, custodial and clerical employees with a minimum of fifteen (15) years of service within the district, will receive a retirement bonus equal to \$ 50.00 per year of service within the district, up to a maximum award of \$ 1,500. Custodians and clerical employees must inform the Board prior to December 31 of intention to retire in June. However, in the event of an emergency and non-notification to the Board of intention to retire in June, custodians and clerical employees may appeal the above policy. Payment will be made no later than one year after the notifications of retirement to allow for inclusion in the budget. This retirement provision is effective as of the 1986-1987 School Year.

ARTICLE II - DAILY WORK HOURS

- A. The work shift for custodians shall be eight (8) hours, exclusive of a sixty (60) minute lunch period.
- B. The work shift for full-time secretaries shall be six and three-quarters hours (6 3/4) hours, exclusive of a sixty (60) minute lunch period.
- c. Part-time secretarial/clerical and custodial personnel, working less than twenty (20) hours per week, shall receive no benefits.

ARTICLE III - VACATIONS

Secretarial/clerical and custodial employees shall receive a paid vacation according to the following schedule:

- A. Length of uninterrupted services to June 30th.
 - 1. One to five years inclusive three (3) weeks.
 - 2. Six years and more four (4) weeks.

ARTICLE IV - LEAVES OF ABSENCE

A. Leave of absence for employees may be authorized upon recommendation of the Superintendent or Board Secretary and approved by the Board. Such leave will be without pay.

ARTICLE V - WORK YEAR

- A. Full-time custodial, secretarial/clerical
 - 1. All above employees shall receive 12 paid holidays to be scheduled after the school calendar is adopted.
- B. One representative custodian will be entitled to attend the N.J.E.A. Convention each day of its duration.

ARTICLE VI - MISCELLANEOUS PROVISIONS

- A. Any employee having three (3) years in continuous employment shall be given or give thirty (30) days notice of termination of employment. Upon the request of the terminated employee, the Board shall furnish reasons for dismissal and an informal hearing before the Board.
- B. Employees who take courses, approved in advance by the Superintendent or Board Secretary, shall be reimbursed the cost of said courses by the Board, after determining that said work will be of benefit to the school.
- C. Outerwear

Each custodian shall receive one (1) set of winterwear to include but not limited to one (1) set of gloves and one (1) winter weight jacket. They shall also receive one set of raingear to include but not limited to one (1) set of rubber boots, one pair of shoes (1) on set of waterproof outerwear to include pants and a shirt.

D. Uniforms

Each custodian shall have available for his/her use a clean uniform for each day of the week.

E. Seniority Provisions for Secretaries/Clerks

Secretaries and Clerks shall be afforded the full protection of seniority rights in the event of a reduction in force, insofar as the employee making the seniority claim possesses the necessary job skills and qualifications to perform in the position, covered by this agreement, being claimed. Seniority rights shall extend to recall.

F. Custodian tenure

After completion of thirty six months of continous employment by the District, custodial employees shall be granted tenured status. In conformity with applicable law.

SCHEDULE "C"

SALARIES FOR SECRETARIES/CLERKS AND CUSTODIANS

PRINCIPAL'S CLERICAL	1985-1986	1986-1987
Stewart	14,000.	15,680.
Proietti	16,318.	18,276
OTHER CLERICAL		
Becker	3,628.	4,063.
Chartier	5,000.	5,600.
Gustafson	5,129.	5,744.
Opp	10,000.	
CUSTODIANS		
Mallet	21,795.	24,410.
Murray	17,304.	19,380.
Vanderbeek	20,361.	22,804.
Pantaleo	14,336.	16,056.
Young	15,456.	17,310.

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 thereon, all on the day and year first above written.

ORADELL EDUCATION ASSOCIATION, Inc.	ORADELL BOARD OF EDUCATION
By Joseph Make King	By Diring Com Linelle
Ву	By Bulever rangend