

AGREEMENT

X 1976-1978

EDGEWATER PARK BOARD OF EDUCATION

and

EDGEWATER PARK CUSTODIAL ASSOCIATION

*

LIBRARY
Institute of Management and
Labor Relations

OCT 2 1981

RUTGERS UNIVERSITY

Ratified by: E.P.C.A.

Date:

Ratified by: Board of Education

Date:

EDGEWATER PARK TOWNSHIP BOARD OF EDUCATION

William C. Wilson, President
Frank D. Greco, Vice President

Clement M. Anderson, Jr.
C. Norman Campbell, Jr.
Dominic Cotugno
Catherine Graziani
Mary Ann Muscavage
John G. Pyne
Calvin Stevenson

EDGEWATER PARK CUSTODIAL ASSOCIATION

Carmen D'Ascendis, President

NEGOTIATING COMMITTEE

Board of Education - Calvin Stevenson
Superintendent - Walter J. Dold
Negotiator - Bert Eggly

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PREAMBLE

This agreement entered into this day of by and between the Board of Education of Edgewater Park, the city of Edgewater Park, New Jersey, hereinafter called the "Board" and the Edgewater Park Custodial Association, hereinafter called the "Association".

ARTICLE 1
RECOGNITION

- A. Pursuant to Chapter 303, the Board hereby recognizes the custodial Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all custodians, and part-time custodial employees.
- B. Unless otherwise indicated the term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined:

ARTICLE 2
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123 Public Laws 1974 in good faith. Such negotiations should begin not later than October 15th of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be adopted by the Association and the Board and signed by the Association and the Board.
- B. During negotiation, the Board and the Association shall permit relevant data, exchange points of view and make proposals and counter-proposals. The Board shall permit the Association to inspect the following records, data, and information of the Edgewater Park School District: an audit report, a complete list of "Employees names, salaries, and step on guide, and any anticipated state and federal funds.

- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. This agreement shall not be modified in whole or in any part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3
GRIEVANCE PROCEDURE

- A. A "grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication, or a violation of Board Policy, this Agreement, or an administrative decision which is violative of either Board Policy or this agreement and adversely affects her. A grievance, to be considered under this procedure, must be initiated by the employee within thirty (30) days of the time the employee knew or should reasonably have known its occurrence.
- B. As used in this Article, the term "employee" shall mean (a) an individual employee, (b) a group of employees having the same grievance.
- C. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- D. 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 by the grievant of the decision rendered at that step.
- E. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- F. 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 expediate the process. The time limits specified may be extended by mutual agreement.

- G. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by a representative selected or approved by the Association.
- H. When an "employee" is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the employee held concerning the grievance, and shall receive a copy of all decisions rendered.
- I. Level one - any employee who has a grievance shall discuss it first with his principal, or immediate superior or department head, if applicable, in an attempt to resolve the matter informally at that level.
- J. Level two - if as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he may set forth his grievance in writing to his supervisor on the grievance forms provided. The supervisor shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.
- K. Level three - the employee, no later than five (5) school days after receipt of the supervisor's decision, may appeal the Supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Supervisor as specified above, and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and the Supervisor.
- L. Level four - if the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing within 45 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever ever comes later.

- M. Level five - no claim by an employee shall constitute a grievable matter beyond level four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any existing by-laws of the Board of Education or (d) any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone (e) any complaint of a non-tenure employee which arises by reason of his not being reemployed (f) or a complaint by any certificated personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required. If the employee is dissatisfied with the decision of the Board of Education and only if the grievance pertains to an alleged violation of this Agreement between the Board and the Association, the employee may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the decision, in writing, of the Board of Education, was known.

An employee, in order to process his grievance beyond Level four, must have his request for such action accompanied by the written recommendation for such action by the Association.

Such request can be honored only if the grievant or grievants and the Association representing them waive the right, if any, in writing of said grievant or grievants and the Association representing them to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrator's report.

- N. The following procedure will be used to secure the services of an arbitrator.

A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The findings of the arbitrator shall be binding upon the parties. Only the Board, the aggrieved, his

representatives and the Association shall be given copies of the arbitrator's report and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings. If requested by either of the parties, the arbitrator will first decide the question of arbitrability of the issue prior to entering into a hearing concerning the dispute.

- O. Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.
- P. Each party shall bear the total cost incurred by themselves.
- Q. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
- R. When prepared, grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussions and (d) his dissatisfaction with decisions previously rendered and (e) the relief sought by the grievant.
- S. The Custodial Association and the School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Custodial Association, in consideration of the value of this agreement and its terms and conditions, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this agreement for the duration of this agreement.

ARTICLE 4

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, the Board shall not discriminate against any employee for participation in the Association or its affiliates.
- B. Except for just cause, an employee shall not be disciplined.
- C. Whenever any employee is required to appear for a formal hearing before the Superintendent, Board, 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, he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of his choosing present to advise him and represent him during such meeting or interview. Any suspension of an employee pending charges shall be with pay.
- D. No employee shall be prevented from wearing appropriate pins or other identification of membership in the Association or its affiliates.

- E. 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.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board shall permit the Association to inspect the following records, data, and information of the Edgewater Park School District: an audit report, a complete list of "Employees" names, salaries, and step on guide, and any anticipated state and federal funds.
- B. Whenever any representative of the Edgewater Park Custodial Association or any employee is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. A request to the principal of the building in question shall be made in advance of the time and place of all such meetings.
- D. The Association shall have the right to reasonable use of school equipment, including typewriters, mimeograph machines, other duplicating equipment, adding machines and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use. The Association shall pay for the repairs necessitated as a result thereof.
- E. The Association shall have the right to use the inter-office mail facilities and school mail boxes as it deems necessary with the approval of the superintendent and/or principal. Such approval shall not be unreasonably withheld.

ARTICLE 6

WORK SCHEDULE

- A. Daily Work Hours (custodians)
1. Work schedules showing the employee's shifts, work days, and hours shall be posted in each school.
 2. Eight (8) hours of work, exclusive of a 30 minute lunch period, shall constitute a work shift. 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.

- 2a. Eight (8) hours of work inclusive of thirty (30) minute lunch period shall constitute a night shift.
 3. Custodians shall have two (2) breaks of 10 minutes. The times should be standardized and mutually agreed upon by the employee and immediate superior.
- B. Daily Work Hours - Part-time custodial employees
1. Work schedules showing the employee's shifts, work days, and hours shall be posted in each school.
 2. Four (4) hours of work, exclusive of a 15 minute lunch period, shall constitute a work shift. 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.

ARTICLE 7
OVERTIME

- A. Overtime is defined as anytime spent beyond 40 hours per week, 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 work year.
- B. Overtime shall be paid at the rate of one and one half times the employee's regular hourly rate of pay for all time worked in excess of 40 hours in any work week. For the purpose of determining the overtime, the following shall count as regular work days:
 1. Holidays
 2. Paid sick days
 3. Paid vacation days
 4. Other approved paid leaves.
- C. Overtime shall be offered to full time employees on a rotating arrangement.
- D. All overtime will be rounded to the nearest half hour (½) at the end of each pay period.
- E. Any employee called to return to work outside of his regularly scheduled shift shall be paid for a minimum of four (4) hours. This work shall be custodial in nature scheduled activities or bus driving will not be affected. Bus driving and extra activities shall be compensated at the normal overtime rate.
- F. Any employee required to work on Saturday, Sunday, or a holiday shall receive one and one-half (1½) times the hourly rate of the highest paid custodian.

ARTICLE 8

VACATIONS

- A. All twelve (12) month employees shall be entitled to vacations with pay according to the schedule set forth in this Article.
- B. Vacation schedules shall be arranged and coordinated with an employee's immediate supervisor, and be submitted to the Superintendent of Schools for approval by June 15th.

C. Schedules

- 6 months to 1 year.....1 week
- 1 year to 5 years.....2 weeks
- 6 years to 10 years.....3 weeks
- 11 years or more.....4 weeks

D. Holidays

- 1. Custodians shall be granted the following holidays with pay:

- a. New Year's Day
- b. Good Friday
- c. Memorial Day
- d. Fourth of July
- e. Labor Day
- f. Veterans Day
- g. Thanksgiving Day
- h. Day after Thanksgiving
- i. Christmas Day
- j. 1 other day during Christmas Recess at Superintendent's discretion.
- k. Birthday----floating holiday
- l. President's Day

- 2. Part-time Custodial Employees shall be granted the following holidays with pay:

- a. New Year's Day
- b. Good Friday
- c. Thanksgiving Day
- d. Day after Thanksgiving
- e. Christmas
- f. Birthday---floating holdiday
- g. President's Day

ARTICLE 9
EMPLOYMENT PROCEDURES

- A. After two (2) years of uninterrupted continuous service each custodian shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960 (18A: 17-3 and 18A:17-4)
- B. The Board shall determine whether or not a new contract will be offered to a nontenure employee following the recommendation of the Superintendent. Should the board choose not to offer a new contract, the Superintendent shall so advise the employee.

The employee has the privilege of making an appeal, within 15 days, upon termination to the Superintendent or his designee. The Superintendent or his designee shall make a determination in writing within 15 days after receiving the appeal.

A terminated contractual employee shall be entitled to whatever vacation he may have earned, and he shall be given 30 day notice.

C. Resignation

- 1. An employee who is resigning from his position shall give 30 day notice.
 - 2. Earned vacation shall be paid according to the vacation schedule Article 8 paragraph C, unless proper notice has not been given.
- D. Employees shall be notified of their contract status for the ensuing year no later than April 30.

ARTICLE 10
REDUCTION IN RANK OR JOB CLASSIFICATION

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

ARTICLE 11

SALARIES

- A. The salary of each employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.
- B.
 - 1. Each employee on a twelve (12) month basis shall be paid in 24 semi-monthly installments.
 - 2. Each employee employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
 - 3. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their checks on the last previous working day.

ARTICLE 12

VOLUNTARY TRANSFERS & REASSIGNMENTS

- A. Employees who desire to transfer to another building may file a written statement of such desire with the immediate supervisor. Such statement 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 June 15th.
- B. All vacancies shall be adequately published by the Superintendent in accordance with the following procedures:
 - 1. When school is in session, a notice shall be posted in each school as far in advance as practical, ordinarily at least thirty (30) days before the final date when applications are to be submitted. A copy of said notice shall be given to the employees at the time of posting. Employees who desire to apply for such vacancies shall submit their request in writing to the supervisor within a time limit specified in the notice and the supervisor shall acknowledge receipt of applications.
 - 2. Employees who desire to apply for a vacancy which may be filled during the summer period when the school is not regularly in session, shall submit their names to the supervisor together with the position for which they desire to apply. The supervisor shall give a copy of the list of vacancies to each employee.
- C. 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. If more than one person has applied for the same position, seniority shall be the determining factor if both are equally qualified for the position.

ARTICLE 13
INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.
- B. 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 April 1.
- C. In the event that the employee objects to the transfer or reassignment, and upon the request of the employee, the Superintendent shall meet with him and discuss said transfer and/or reassignment.
- D. An employee being involuntarily transferred or reassigned shall be placed only in an equivalent position (one which, among other things does not involve reduction in rank or in total compensation.)

ARTICLE 14
PROMOTIONS

- A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including but not limited to positions as; lead custodian.

- 1. A notice shall be posted in each school as far in advance as practicable. Ordinarily applications will be accepted for 30 days prior to the appointment. In no event will applications be accepted for less than 15 days prior to the appointment. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit, as posted in the notice. Employees on vacation when a vacancy is posted shall be granted additional days to submit an application but in no case to exceed a maximum of 30 days from posted date.
- 2. The board agrees to give due consideration to the background and attainments of all applicants and other relevant factors such as, the length of service in Edgewater Park. An employee not selected may request a meeting with the supervisor. Appointments shall be posted in the schools.

ARTICLE 15
EMPLOYEE EVALUATION

- A. A formal evaluation form will be developed by the supervisory staff and the Association and approved by the Superintendent of Schools.

- B. Non-tenure employees shall be evaluated by their Maintenance Supervisor in conjunction with the building principal at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his immediate superior.
- C. An employee shall have the right, upon requests to review the contents of his personal file. At least once every two (2) years, an employee shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The decision of the superintendent shall be final.
- D. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personal file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has reviewed the material by affixing his signature to the copy with the understanding that such signatures in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and have it attached to the file copy.
- E. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents.

ARTICLE 16

EMPLOYEE FACILITIES AND EQUIPMENT

A. Custodian

Each custodian shall be reimbursed, up to \$50.00 per year, by the Board for the maintenance of work clothing. The employee shall submit a voucher by March 1st for reimbursement to his immediate supervisor.

B. Parttime Custodial Employees

Each parttime custodial employee shall be reimbursed, up to \$30.00 per year, by the Board for the maintenance of work clothing. The employee shall submit a voucher by March 1st for reimbursement to his immediate supervisor.

ARTICLE 17

EMPLOYEE - ADMINISTRATION LIAISON

- A. The Association's representatives shall meet with the Administrative Assistant at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the administration of the Agreement.

ARTICLE 18

SICK LEAVE

- A. As of September 1, 1976, all 10 month employees shall be entitled to ten (10) sick days each school year and all 12 month employees shall be entitled to twelve (12) sick leave days per year. Such leave is authorized as of the first official day of said school year whether or not they report for duty on that day. Unused sick days shall be accumulated from year to year with no maximum limit.
1. If accumulated sick leave is used up, an employee shall receive the difference between the contract salary and the substitutes pay for the duration of the year, (July 1 - June 30).
- B. Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.
- C. Unused personal days shall be converted to accumulated sick days.

ARTICLE 19

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

As of the beginning of the contract (July 1), employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. Four (4) days leave of absence for personal, legal, religious, business, household or family matters which require absence during school. Application to the employees immediate superior for personal leave shall be made at least one (1) day, (twenty-four hours) before taking such leave (except in case of emergencies) and the applicant for such leave shall not be required to state the reason for taking it under this section.
2. In the case of death of a member of the immediate family (immediate family as here used means husband or wife, parents, brothers, sisters, own children, grandparents and close in-law relatives) of any employee, or the death of any relative who has lived in the home of the employe for some time preceding the death, such employee shall be excused without loss of pay for a period of five (5) working days. Additional leave may be requested of the Board according to the need. Upon death in the family, the employee is requested to arrange the details of absence from school with his immediate supervisor. In the event of the death of an employee in the Edgewater Park School District, the immediate supervisor of said employee shall grant to an appropriate number of employees, sufficient time off to attend the funeral.
3. Other leaves of absence without pay may be granted by the Board for good reason.

ARTICLE 20

EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay shall be granted any employee who is inducted or enlists 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. Maternity Leave
1. Maternity leave without salary shall be granted to employees having tenure in office. Non-tenure employees are eligible for maternity leave within their contract year.
 2. Application for a maternity leave shall be made to the supervisor not later than thirty (30) days prior to the effective date of leave requested.
 3. Maternity leave may continue for one year from the time of initial absence and as much longer as may be necessary to extend the leave to the opening of the next school year. A written notice of intent to return earlier than one year shall be accompanied by a doctor's note indicating the employee's ability to do the job assigned by the supervisor. Such information shall be submitted to the supervisor thirty (30) days prior to returning.
 4. Maternity leave set forth in B-1 through B-3 shall be obtained unless changed by law.
 5. Any female employee, having tenure, adopting an infant child 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.
- C. A leave of absence without pay up to one (1) year shall be granted to any employee under tenure 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.
- D. Other leaves of absence without pay may be granted by the Board for good reason.
1. 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. An employee shall not receive increment credit for time spent on leave granted pursuant to Sections B, C, and D of this Article
 2. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

- E. All extensions or renewals of leaves shall be applied for in writing and if granted, shall be in writing. Leaves under Section C of this Article may be denied by the Board on the basis of operational need.

ARTICLE 21
INSURANCE PROTECTION

- A. The Board agrees to grant to all full time employees covered under this Agreement the Blue Cross/Blue Shield coverage granted to the teachers employed in Edgewater Park. Such benefits are to become effective July 1, 1973. All regular part-time employees covered by this contract, working the minimum of twenty (20) hours per week, shall receive Blue Cross/Blue Shield coverage granted the teachers employed in Edgewater Park. Such benefits are to become effective November 1, 1973.

ARTICLE 22
DEDUCTION FROM SALARY

- A. The Board agrees to deduct Association membership dues in accordance with present practice and state law relative to this matter.

ARTICLE 23
MISCELLANEOUS PROVISIONS

- A. This Agreement shall be construed as though it were Board and Association Policy for the items contained herein for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as though they were Board and Association Policy.
- B. Pursuant to Chapter 123, Public Laws 1974, State of New Jersey: "Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established".
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- D. 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. This Agreement incorporates the entire understanding of the parties on all matters which were 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. Copying of this Agreement shall be reproduced at the expense of the Board within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all employees employed by the Board.
- G. Whenever any notice is required to be given by either of the said 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 addresses:
1. If by Association, to Board at Superintendent of Edgewater Park Township Schools, 300 Delanco Road, P.O. Beverly, N.J.
 2. If by Board, to Association at: President of Association
Magowan School
Washington & Cherrix Aves.
P.O. Beverly, N.J.

ARTICLE 24

DURATION OF AGREEMENT

- A. It is agreed between the parties that this contract shall be effective for the period July 1, 1976 through June 30, 1978. 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.

ASSOCIATION

BY _____
President

BY _____
Secretary

BOARD OF EDUCATION

BY _____
President

BY _____
Secretary

APPENDIX A

Part-time Custodial Employees

All part-time custodial employees will receive their salary at the rate of \$3.35 for the 1976-77 school year and \$3.65 an hour for the school year 1977-78.

CUSTODIANS

	<u>1976-77</u>	<u>Longevity</u>	<u>1977-78</u>
George Earl Clark.....	10,825	----	11,575
Carmen D'Ascendis.....	8,800	+100 =	9650
Bernard Colgan.....	8,900	+100 =	9750
Joseph Procopio.....	8,150		8900
Waldeck Paxton.....	7,750		8500
Joseph Wallace.....	8,975		9725
Stephen LaPenta.....	7,175		7925
John Alexander.....	7,175		7925

Starting salary of custodians.....	<u>1976-77</u>	<u>1977-78</u>
	7175	7575

Lead Custodian.....400.

Longevity

5 years.....	100.
10 years.....	100.
15 years.....	100.