

Contract # 1746

T

RED BANK REGIONAL HIGH SCHOOL

LITTLE SILVER

NEW JERSEY

CONTRACT

JULY 1, 1992 - JUNE 30, 1993

RED BANK REGIONAL HIGH SCHOOL

BOARD OF EDUCATION

AND

RED BANK REGIONAL EDUCATION ASSOCIATION

MAINTENANCE STAFF

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ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment herein provided for full time maintenance personnel.

ARTICLE II

NEGOTIATION PROCEDURE

- A. Negotiations between the parties will be conducted in accordance with applicable law.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a complaint by an employee that there has been a personal loss or injury or inconvenience to him/her because of a misinterpretation or misapplication of this contract regarding the employee's term and condition of employment.

A grievance to be considered under this procedure must be initiated within twenty (20) calendar days from the time when the employee knew or should have known of its occurrence.

b. Procedure

1. Any employee who has a grievance shall discuss it first with the Principal or his designee in an attempt to resolve the matter informally.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance in writing to the Principal or his designee specifying the following:

- a. The nature of the grievance and the injury, loss, or inequity suffered.
- b. The results of the previous discussion.
- c. His/her dissatisfaction with decisions previously rendered.

3. Upon receipt of the grievance, the Principal or his designee will communicate his decision, in writing, to the employee within five (5) school days of receipt of the written grievance.

4. If the grievance is not resolved to the grievant's satisfaction, he/she may within five (5) school days appeal the Principal's or his designee's decision to the Superintendent of Schools. ~~The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above and his/her dissatisfaction with the 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/her decision in writing to the grievant and the Principal or his designee.

5. If the grievance is not resolved to the grievant's satisfaction, he/she may within five (5) school days request a review by the Board of Education.

The request shall be submitted in writing, through the Board Secretary who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and in its discretion may hold or waive a hearing. If not waived, a hearing will be held with the grievant within thirty (30) calendar days and a decision will be rendered in writing within thirty (30) calendar days of receipt of the grievance by the Board or the date of the hearing (whichever comes later).

6. If the grievance is not resolved to the grievant's satisfaction at the Board level, and if the grievance is based upon an allegation that there has been a violation of the express terms of this agreement, then the grievant may, within five (5) school days of the Board's decision, so notify the Board through the Board Secretary. For a grievance based upon an allegation that there has been a violation of the express terms and conditions of employment specifically set forth in this agreement, either party will have a right to arbitration and the following procedure will be used to secure the services of an arbitrator.

a. Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

b. 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.

c. If the parties are unable to select a mutually satisfactory arbitrator within thirty (30) school days of receipt of the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

7. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can neither add anything to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be binding. ~~In deciding grievances the arbitrator shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way, the terms of the Agreement or of applicable law. Only the Board and the aggrieved or his/her representative shall be given copies of the arbitrator's award.~~

8. In the case of a grievance involving any of the following points, the grievant shall have a right of appeal to the Commissioner of Education after decision by the Board of Education and shall not have a right to arbitration.

a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or on which he has previously ruled or has the power to rule or any matter which, according to law is either beyond the scope of Board authority or is limited to action by the Board alone.

9. In the case of a grievance alleging a misinterpretation, a misapplication or a violation of policies or administrative decisions affecting the terms and conditions of employment of an employee, the grievant shall have a right of appeal through the grievance procedure but only up to and including a decision by the Board of Education which decision shall be final and there shall be no arbitration or further right of appeal as to those grievances.

10. The parties shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

11. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement. The employee, administrators and/or the Board may have representatives of their choice in attendance at the Board Secretary's level and at all subsequent levels of the grievance procedure.

12. All documents, communications and records dealing with the processing of a grievance shall be filed in a grievance file and shall not be kept in the personnel folder of any of the participants.

13. 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.

14. No reprisals of any kind shall be taken by either party as a result of action taken under this article of the contract.

ARTICLE IV

RIGHTS OF THE PARTIES

- A. The Board of Education, subject only to the Language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work, or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means, and personnel by which such operations are to be conducted, and (f) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.
- B. The Association shall have the right to use of a bulletin board located in the maintenance workers' locker room and the right to place formal notices in the dining room on the Association bulletin board. The Association shall also have a mailbox in the general office.
- C. Whenever any employee is required to appear before the Board or a committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment, or the salary or ~~any increments pertaining thereto~~, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a person of his own choosing to advise and represent him during such meeting or interview.

ARTICLE V

EMPLOYMENT

- A. The Board reserves to itself the right to grant credit for any experience which it deems of value to the school system at the time of initial employment. Any employee who is employed prior to January 1 of any school year shall be given full credit for one year's service toward the next increment step in the following year.

ARTICLE VI

PROBATIONARY PERIOD

- A. The first one-hundred eighty (180) days of employment for all new employees will be considered a probationary period for purposes of this agreement.
- B. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE VII

HOURS OF WORK

Section 1. The regular work week will be forty (40) hours together with a daily one hour lunch period. Employees will be entitled to one and one-half times said employee's regular hourly wage for each hour worked in excess of forty (40) hours in one week and two times said employee's regular hourly wage for any hour worked on Sundays or Legal holidays, provided said employee worked days immediately preceding and following the Sunday or Legal holiday.

Section 2. All employees known as "10 month employees" shall be employed from September 1 through June 30, each school year. All employees known as "12 month employees" shall be employed from July 1 to June 30 each school year.

Section 3. Each employee will receive from the Board four uniforms per year which shall be winter, long sleeve, or summer, short sleeve, at the employer's discretion. Each employee will be entitled to receive 2 pairs of safety shoes, one parka and one pair of overshoes. In order to obtain employer replacement of any of these items, the employee shall be required to turn in the old item to the Board Secretary who shall determine the need for a replacement.

Section 4. The number of persons required to work overtime activities will be determined by the Superintendent or his designee. The determination of the number of persons required to work for various overtime activities shall not be arbitrable.

Section 5. Each maintenance worker will be required to maintain a daily work log to be submitted at the end of each work day to the lead maintenance worker on which he/she will enter tasks, accomplishments, problems, and mechanical issues. This will be part of the monthly report and a permanent maintenance record for the district.

A form will be designed and agreed upon by the Superintendent or his designee and the maintenance unit workers.

ARTICLE VIII

WAGES

- A. The wages of all employees covered by this Agreement are as set forth in the schedule, which is attached hereto and made part hereof as SCHEDULE A.

- B.
 - 1. Employees on a ten or twelve month basis will be paid semi-monthly for the term of their contract.
 - 2. Employees may individually elect to have part of their monthly wages deducted from their pay and forwarded to MONOC Federal Public Employees Credit Union.
 - 3. Wages are due for payment on the 15th and 30th of the month.
 - 4. When a pay day falls on or during a school holiday, vacation, or weekend, employees will receive their pay checks on the last previous work day.
 - 5. Paychecks are due to be dispersed by 10:00 a.m. of the day due.

- C. Any employee who works more than 4 hours of overtime due to weather-produced emergencies shall be given a meal allowance of \$5.00 for each 4 hours of overtime worked.

ARTICLE IX

SICK LEAVE

- A. Employees are entitled to one day of sick leave per month based upon the contractual term of employment. Unused sick leave days will be accumulated from year to year.

ARTICLE X

TEMPORARY LEAVE OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
1. Five days of leave in the event of death in the immediate family.
(Immediate family to mean husband, wife, children, parents, grand-parents, mother-in-law, father-in-law or other relatives living in the home of the employee, or whom the employee is supporting.)
 2. Up to three days of leave in the event of serious illness in the immediate family.
 3. Up to four days of leave to cover the following contingencies:
 - a. Religious observance
 - b. Death of a relative or close friend
 - c. Subpoena to appear in court as defendant
 - d. Attendance at professional meeting, conference, or convention when attendance is required by the administration
 - e. Legal, personal, or business affairs with the reason given
 4. Released time with pay will be given for jury duty, but only for those days when attendance is actually required.
- B. Leave as provided under sub-paragraphs 1, 2, and 3 above is not cumulative and may not be transferred from one category into another, with the exception that leave available under paragraphs 2 and 3 may be transferred to paragraph 1. If such transfer of leave is necessary, it shall provide for a maximum of five non-accumulative days and only in the event of a second occurrence in the school year of a death in the immediate family.
- C. Request for leave under this Article shall be submitted to the Principal who is empowered to disapprove or to preliminarily approve the request. If approved by the Principal, the request will be forwarded to the Superintendent for disapproval or final approval. No leave shall be permitted the day prior to or the day following a school holiday or holiday weekend.
- D. Except in cases of emergency, all requests for leave except those referring to "death" shall be submitted in writing at least three days prior to the date requested, stating the reason for the request.

ARTICLE XI
INSURANCE PROTECTION

- A. The Board shall provide the health care insurance protection designated below and shall pay the full premium for the plan of coverage selected by the employee except that an employee who chooses HMO New Jersey shall pay the difference in cost between the premium of the State Plan and the premium of the HMO New Jersey plan chosen by the employee.
- B. The health insurance program encompassed by this Agreement consists of the "State Employees Health Benefit Plan" which consists of the following coverages:

- | | |
|----------------|------------------|
| 1. Blue Cross | 3. Rider J |
| 2. Blue Shield | 4. Major Medical |

In lieu of the above plan, an employee may choose among state-mandated HMO plans at a cost to the employee described in paragraph A.

The language set forth as follows:

"In the 1992-1993 school years full family coverage under New Jersey Dental Service Plan No. 7168 will be provided and paid for by the Board of Education with a cap on cost to be set at the actual dollar amount paid by the Board for the coverage in the 1992-1993 contract year. It is understood that the 1992-1993 school year premium rates will represent the "cap" for this benefit and will be subject to further negotiations in future years. In the event that the 1993-1994 contract is not settled on or before July 1, 1993, the Board agrees to continue this coverage up to December 31, 1993 or to the date of ratification of the successor

agreement, whichever occurs first on the same terms and conditions as are above set forth."

- D. Not included in this Agreement are any additional benefits provided by the above listed Plans which would result in an additional premium.
- E. The Board agrees to provide to each new employee a description of the health care insurance coverage provided under this article during employment processing, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XII

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Red Bank Regional Education Association, the Monmouth County Education Association and the New Jersey Education Association, which employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Red Bank Regional Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing.
- 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. Any such written authorization may be withdrawn by any employee at any time by filing of notice of such withdrawal with the Disbursing Officer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1, next succeeding the date on which notice of withdrawal is filed.

ARTICLE XIII

VACANCIES AND NEW POSITIONS

- A. Notice of all vacancies in positions covered by this Agreement will be posted on the maintenance workers' bulletin board as well as the association bulletin board in the dining room. The notice will be posted for five work days and employees interested therein are to submit a written application to the Superintendent or his designee within the aforementioned five work day posting.

ARTICLE XIV
PROFESSIONAL IMPROVEMENT

The Board will pay for professional development courses approved by the Superintendent or his designee taken by members up to the rate per credit hour charged by Brookdale Community College.

ARTICLE XV

WORK YEAR

A. Vacations

1. Employees engaged on or after April 1 - none
2. Employees engaged between October 1 of the previous year and March 31 of the current year - 1 week
3. Employees engaged prior to October 1 of the previous year - 2 weeks
4. Employees hired prior to January 1, 1993 and who have been employed as of July 1 for five (5) years or more shall be granted a third week of vacation at a time when the work load permits.
5. Employees hired prior to January 1, 1993 and who have been employed in the Red Bank Public Schools and Red Bank Regional High School as of July 1 for ten (10) years or more shall be granted a fourth week of vacation at a time when the work load permits.
6. Employees hired after January 1, 1993 and who have been employed as of July 1 for ten (10) years or more shall be granted a third week of vacation at a time when the work load permits.
7. Employees hired after January 1, 1993 and who have been employed as of July 1 for fifteen (15) years or more shall be granted a fourth week of vacation at a time when the work load permits.

All vacations shall be taken at a time specified by the Superintendent or his designee.

B. Holidays

1992 - 1993

Independence Day	December 30, 1992
Labor Day	** December 31, 1992
* Columbus Day	New Year's Day
* Election Day	Martin Luther King's Birthday
* Veterans Day	* Lincoln's Birthday
Thanksgiving Day	* Washington's Birthday
Day after Thanksgiving	Good Friday
** December 24, 1992	Easter Monday
Christmas Day	Memorial Day

* Subject to school calendar when adopted by Board of Education.

** 7:30 a.m. - noon (no lunch)

Inclusive (16) holidays as per Agreement.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions 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.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by Association to Board:
Board of Education Office
Red Bank Regional High School
101 Ridge Road
Little Silver, New Jersey 07739
 2. If by Board to Association:
President
Red Bank Regional Education Association
101 Ridge Road
Little Silver, New Jersey 07739
- C. It is understood that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

D. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or subsection of this Agreement, shall be interpreted in any manner, or be so construed as to indicate that the Board has waived rights which are expressly required by the Court to be retained by the Board.

E. Each party shall be provided two official copies of the Agreement.

ARTICLE XVII

This Agreement shall be effective as of July 1, 1992 and shall continue in effect until June 30, 1993. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

RED BANK REGIONAL EDUCATION ASSOCIATION

BY *John Puglisi* President

BY *James King* Secretary

RED BANK REGIONAL HIGH SCHOOL BOARD OF EDUCATION

BY *Grace T. Costa* President

BY *Kenneth Somersville* Secretary

1/20/93

SCHEDULE A

SALARY GUIDE FOR MAINTENANCE WORKERS

1992 - 1993 Salary Range
 \$ 18,114.00 — \$ 36,228.00

Ten month employees' salaries are computed 5/6 of the regular rate. Longevity - \$500.00 after 10 years of service; an additional \$250.00 after 15 years of service; an additional \$250.00 after 20 years of service.

<u>NAME</u>	<u>DATE OF EMPLOYMENT</u>	<u>\$1,600.00 each - 5.82% Base Salary - 1992-1993</u>			
		<u>Base</u>	<u>Longevity</u>	<u>Black Seal</u>	<u>Lead</u>
John Puglisi	07/70	\$ 36,228.00	1,000.00	200.00	800.00
Frank Bublin	10/75	\$ 28,370.00	750.00		
Edward Buck	12/82	\$ 27,592.00		200.00	
James King	09/84	\$ 24,037.00			

Above figures include service increments and stipend for black seal license (\$200.00).

In addition to salary a stipend of \$800.00 shall be paid to the employee designated as "lead worker."

RED BANK REGIONAL HIGH SCHOOL
Little Silver, NJ

SCHOOL CALENDAR 1992-1993

SEPTEMBER (16)

S	M	T	W	T	F	S
		X	X	X	X	X
X	X	8	9	10	11	X
X	14	15	16	17	18	X
X	21	22	23	24	25	X
X	28	29	30			

September 7, Labor Day
September 8, Professional Day, Staff
September 9, 9th Grade Orientation
September 10, School opens - all grades

FEBRUARY (15)

S	M	T	W	T	F	S
	1	2	3	4	5	X
X	8	9	10	11	12	X
X	X	X	X	X	X	X
X	22	23	24	25	26	X
X						

OCTOBER (22)

S	M	T	W	T	F	S
				1	2	X
X	5	6	7	8	9	X
X	12	13	14	15	16	X
X	19	20	21	22	23	X
X	26	27	28	29	30	X

November 5, NJEA Convention
November 6, NJEA Convention
November 26, Thanksgiving -
November 27, School closed

MARCH (23)

S	M	T	W	T	F	S
	1	2	3	4	5	X
X	8	9	10	11	12	X
X	15	16	17	18	19	X
X	22	23	24	25	26	X
X	29	30	31			

December 22, School closes end of day -
December break

NOVEMBER (17)

S	M	T	W	T	F	S
X	2	3	4	X	X	X
X	9	10	11	12	13	X
X	16	17	18	19	20	X
X	23	24	25	X	X	X
X	30					

January 4, School reopens
January 18, School closed -
Martin Luther King, Jr.

APRIL (16)

S	M	T	W	T	F	S
				1	2	X
X	5	6	7	8	X	X
X	X	X	X	X	X	X
X	19	20	21	22	23	X
X	26	27	28	29	30	

February 15, 16, 17, 18, 19
Mid-Winter Break:
Columbus Day Lincoln's Birthday
Election Day Washington's Birthday
Veterans' Day

DECEMBER (16)

S	M	T	W	T	F	S
		1	2	3	4	X
X	7	8	9	10	11	X
X	14	15	16	17	18	X
X	21	22	X	X	X	X
X	X	X	X	X		

April 8, School closes end of day -
Spring Break

MAY (20)

S	M	T	W	T	F	S
						X
X	3	4	5	6	7	X
X	10	11	12	13	14	X
X	17	18	19	20	21	X
X	24	25	26	27	28	X
X	X					

April 19, School reopens

JANUARY (19)

S	M	T	W	T	F	S
					X	X
X	4	5	6	7	8	X
X	11	12	13	14	15	X
X	X	19	20	21	22	X
X	25	26	27	28	29	X
X						

May 31, Memorial Day

JUNE (19)

S	M	T	W	T	F	S
		1	2	3	4	X
X	7	8	9	10	11	X
X	14	15	16	17	18	X
X	21	22	23	24	25	X
X	28	X	X			

June 24, Graduation
June 25, Last day for students
June 28, Professional Day -
Last day for staff

September	16 days	January	19 days	May	20 days
October	22 days	February	15 days	June	19 days
November	17 days	March	23 days	Total days for students - 183	
December	16 days	April	16 days	Total days for staff - 185	

MARKING PERIODS: 1st October 23 (33 days) 4th March 19 (30 days)
2nd December 4 (26 days) 5th May 7 (29 days)
3rd January 29 (31 days) 6th June 18 (29 days)

