

Contract Between

COLTS NECK TOWNSHIP BOARD OF EDUCATION

and

COLTS NECK TOWNSHIP SUPPORT STAFF MEMBERS ASSOCIATION

(Custodial, Cafeteria, Clerical,
Secretarial Employees, Teachers Aides)

Effective

July 1, 1980 through June 30, 1982

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ARTICLE I

RECOGNITION

A. Bargaining Unit

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Support Staff Members Association as the exclusive and sole representative for collective negotiation for terms and conditions of employment for all persons here agreed by the Board and the Association to be covered by this contract. Those covered by the contract are identified as all regularly employed:

- | | |
|----------------------------|----------------------|
| 1. Custodians | 4. Teacher Aides |
| 2. Cafeteria Employees | 5. Clerks |
| 3. Principals' Secretaries | 6. Substitute Caller |

B. Definition of Member of Bargaining Unit

Unless otherwise indicated, the term "employee" when used herein shall refer to a member or members of the bargaining unit as defined above, male and female.

ARTICLE II

NEGOTIATION OF SUCCESSOR CONTRACT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor contract in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this contract expires.

Any contract so negotiated shall apply to all association members, be reduced to writing, and be submitted to the Association and Board for a ratification vote. Upon adoption, the contract shall be signed.

ARTICLE III

GRIEVANCE PROCEDURE

I. Definition

- A. A "grievance" shall mean a complaint by an employee as defined in Article I.
- B. An "aggrieved party" is the person, persons, or the association making the complaint. In the case of a grievance by the association, the grievance shall include the name of the association member representing the aggrieved party.
- C. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- D. A grievance to be considered under this procedure must be initiated by the aggrieved party within 30 calendar days of its occurrence.

II. Procedure

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting 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.
- B. Nothing contained herein shall be construed as limiting the right of any aggrieved party having a grievance to discuss the matter informally with any appropriate member of the administration.
- C. An aggrieved party may be represented at all levels of the grievance procedure up to, but not including, arbitration by himself/herself, or at his/her option, by the Association.
- D. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level. Failure at any level of this procedure by the aggrieved party to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- E. It is understood that the aggrieved party 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 expedite the process. The time limits specified may, however, be extended by written mutual agreement.

- G. In the event a grievance is filed at such time 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 to the grievance, the time limits set forth herein may 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.
- H. No reprisals of any kind shall be taken by the Board, any member of the administration, or by any member of the Association against any party to the grievance by reason of his/her participation in the grievance procedure.

III. Implementation

- A. An aggrieved party with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the association, with the objective of resolving the matter informally.
- B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within five working days, he/she shall set forth his/her grievance to the principal or supervisor specifying:
- (a) the nature of the grievance
 - (b) the nature and extent of the injury, loss or inconvenience
 - (c) the interpretation of previous discussions
 - (d) his/her dissatisfactions with decisions previously rendered
 - (e) the specific remedy sought, where feasible

The principal or supervisor shall communicate his/her decision to the aggrieved party in writing within five working days of receipt of the written grievance.

- C. The aggrieved party, no later than five working days after receipt of the principal/supervisor's decision, may appeal the principal/supervisor's decision to the Superintendent of Schools. The appeal to the superintendent must be made in duplicate, reciting the matter submitted to the principal/supervisor as specified above and his/her dissatisfaction with decisions previously rendered. The superintendent will forward one copy of the appeal to the President of the Association. The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten working days. The superintendent shall communicate his/her decision in writing to the aggrieved party, the principal or supervisor and the President of the Association.
- D. If the grievance is not resolved to the aggrieved party's satisfaction, he/she no later than five working 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 papers only related to the grievance and forward the request to the Board of Education. The Board shall review the grievance and, at the option of the Board or the aggrieved party, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the Association, the Association shall have the right to be present as observers. The President of the Board of Education or his/her designated alternate from the Board shall be the presiding Officer in a hearing. The Board will render a decision in writing within thirty calendar days of receipt of the grievance by the Board.

E. If the aggrieved party is dissatisfied with the decision of the Board of Education, he/she may request in writing within ten working days, that the Association submit the grievance to arbitration. If the Association wishes review by a third party, the Association shall notify the Board within 10 working days after receipt of the aggrieved party's request and may submit the grievance to arbitration within 15 working days after receipt of the aggrieved party's request. Grievances concerning (a) any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by Board alone; (b) a complaint of a nontenure employee which arises by reason of his/her not being reemployed; (c) a complaint by any employee occasioned by appointment to, or lack of appointment to, any position for which tenure is either not possible or not required; and (d) any party not specifically part of this agreement, shall not be deemed arbitrable.

IV. Arbitration Procedure

THE FOLLOWING PROCEDURE WILL BE USED TO SECURE THE SERVICES OF AN ARBITRATOR:

- A. A request by either party to the grievance may be made to the American Arbitration Association and the parties agree to be bound by the rules of the American Arbitration Association.
- B. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. The recommendations of the arbitrator shall be advisory.

V. Costs

- A. Each party to the grievance will bear the total costs incurred by themselves.
- B. The fees and expenses of the arbitrator are the only costs which will be shared by the parties to the grievance and such costs will be shared equally.
- C. If time is lost by an employee who is not required by the arbitrator for the arbitration proceedings and necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be charged to available personal business time, or the substitute's cost will be deducted from his/her pay.

ARTICLE IV

EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Employees are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in and out" by hours and minutes. Every employee shall indicate his/her presence for duty and departure from duty, by initialling the appropriate column of the faculty "sign-in" roster at the time of his/her arrival and at the time of his/her departure.
- B. Every employee shall have a scheduled duty free lunch period or mealtime as stated in salary pages of each category.
- C. The length of the school day is as stated in salary pages for each category.
- D. Criticism of an employee by a supervisor, administrator, or Board member shall be made in confidence and not at public gatherings.

Criticism by an employee of the administration or the Board shall be made in confidence and not at public gatherings.
- E. No employee shall be dismissed or reduced in compensation except under conditions provided or allowed by law.
- F. In case a reduction in tenured staff is necessitated by circumstances totally unrelated to individual employee job performance, tenured employees who are qualified for a position, when that type of position becomes available, shall be specifically notified of the position opening at the time it is advertised.

The employee shall notify the administration of his/her interest in the position within one week from the date of the notification.

Where there are several prior tenured employees qualified for one position, the employee considered most suitable by the administration shall be reemployed except under the conditions provided or allowed by law.

ARTICLE V

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Use of School Facilities

The Association and its representatives shall have the privilege to use school buildings at all reasonable times outside of working hours for meetings, providing the desired facility is not otherwise in use, and prior approval of the building principal is obtained. Any extra costs from building use shall be paid for by the Association in accordance with building use guidelines.

B. Use of School Equipment

The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times outside of working hours, providing such equipment is not otherwise in use and providing the building principal regards the equipment as being in satisfactory condition for the extra use. The Association shall furnish materials and supplies incidental to such use, and pay reasonable costs for repair necessitated as a result of such use.

C. Mail Facilities and Mail Boxes

The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other administrative personnel.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay for each school year:
1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the employee's immediate superior for the personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section.
 2. Up to an aggregate of four (4) person days for staff representatives of the association to attend conferences and conventions.
 3. Time necessary for appearance in any legal proceeding connected with the employee's employment, or with the school system, or in any other legal proceeding, if the employee is required by law to attend.
 4. a. Up to five (5) days total annually in the event of death in the immediate family.

Up to three (3) days total annually in the event of death for other family members not residing in the household of the employed.

Additional leave for death may be granted upon approval of the superintendent.
 - b. Up to five (5) days total annually in the event of serious illness in the immediate family.

Up to three (3) days total annually in the event of serious illness of other family members not residing in the household of the employed.

Additional leave for serious illness may be granted upon approval of the superintendent.
 5. Other leaves of absence with pay may be granted by the Board for good reason.
- B. Leaves taken pursuant to Section A above shall be in addition to ten (10) or twelve (12) days accumulative sick leave to which employees are entitled, except as otherwise specified in the schedules of salary.
- C. For the purposes of this article, a part-time employee's day shall be defined as the number of hours normally worked daily by that employee.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

A. Employees shall be granted leave of absence for pregnancy subject to these conditions:

1. It is the responsibility of the employee to inform the Superintendent as soon as she is aware of her pregnancy.
2. The pregnant employee may elect to use either of two options:

Option 1 - The employee may elect to continue to work until:

- a) the Board's physician and the employee's physician agree that she is medically unable to continue working or
- b) provided there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive: at which time the employee may elect to avail herself of Option 2, or, apply any part of her available sick leave entitlement to provide that period of absence from duty to allow for the delivery of her child. The cost of the third physician examination shall be borne by the Board.

Should circumstances attending the birth cause the employee to exceed that portion of her sick leave entitlement which she elects to use, she may avail herself of Option 2, or, may, upon written request, be granted additional disability leave without pay. However, the need for the additional disability leave must be substantiated in writing by the employee's physician.

Option 2 - In which case she may receive, upon written request, a specified maternity leave of absence within the following provisions:

- a) the leave shall be without pay
- b) upon termination of the leave, the employee will be made an offer of employment in writing, at a salary not less than that in existing contract at time of leave request and for an employment period not less in time per week than that in existing contract
- c) the leave may commence at any time before the expected date of birth or adoption
- d) the leave must extend to a date not earlier than the beginning of the first subsequent contract year nor end later than the beginning of the second subsequent contract year
- e) the agreed upon beginning and ending dates of the leave period will be considered binding upon both the employee and the Board excepting, in the event of unforeseen circumstances, if both parties consent to changing the agreed upon leave period.

- B. Any employee adopting a child, or requesting paternity leave of absence, may receive leave under conditions of Option 2 under A.2 above. It is the responsibility of the employee to inform the Superintendent in writing as soon as a formal application for adoption has been accepted by an agency, or, unless circumstances beyond the control of the parties involved prevent it, not less than one month prior to commencement of the paternity leave requested.
- C. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's 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.
- E. 1 - Upon return from leave granted pursuant to Section A and B of this Article, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements of acquiring tenure. An employee shall not receive increment credit for time spent on leave granted pursuant to Sections C, D, and E, of this article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
- 2 - All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.
- F. All extensions or renewals of leaves shall be applied for in writing, and if approved by the Colts Neck Township Board of Education, granted in writing.
- G. Other leaves of absence with partial pay may be granted by the Board. These leaves will generally be of such a nature that the granting of them will cause the Colts Neck School System to benefit. Application for these leaves should be made well in advance through the Superintendent.

ARTICLE VIII

Insurance

- A. Health insurance will be paid in full by the Board for all legally eligible employees according to the following schedule:

UNMARRIED EMPLOYEES - Blue Cross, Blue Shield, Major Medical and Rider J for the employee. This coverage DOES include maternity benefits.

MARRIED EMPLOYEES - Blue Cross, Blue Shield, Major Medical and Rider J for the employee, spouse and unmarried children under 23 years of age who live with the employee in a regular parent/child relationship. MATERNITY BENEFITS ARE INCLUDED.

- B. Commencing, effective July 1, 1980, the Board shall contribute twenty dollars (\$20.00) per month per each legally eligible employee toward the premium costs of a dental plan to be selected by the Colts Neck Township Board of Education.

ARTICLE IX

Duration of Contract

This contract shall be effective as of July 1, 1980, and shall continue in effect until June 30, 1982. This contract shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

SALARIES

(Cafeteria Employees)

<u>LEVEL</u>	<u>HOURLY RATE</u>	
	<u>1980-81</u>	<u>1981-82</u>
1	\$3.10	\$3.25
2	3.20	3.35
3	3.30	3.45
4	3.40	3.55
5	3.50	3.65
6	3.65	3.75
7	3.80	3.90
8	4.00	4.05
9	4.20	4.25
10	4.60	5.00
15	5.35	5.60

1. All employees shall be paid on an hourly basis.
2. The hourly rate of all new employees shall be established by the Board Secretary at the time they are offered employment.
3. All employees shall be assigned to a work day of 2, 3, 4, 5, 6, 7 or 8 hours. Employees shall be entitled to a 30-minute meal period each day.
4. The Board Secretary shall determine the work location, work assignment and length of work day for each cafeteria employee. Time in service shall not be a factor.
5. The Board Secretary shall be responsible for evaluating each cafeteria employee's performance and shall make the determination whether the employee shall be retained or dismissed from the payroll.
6. Head Cook/Coordinator is to receive \$275. for ten (10) months service, in addition to the base salary provided.
7. Cafeteria employees reemployed shall receive a written notice of employment by May 31st for the following year.

SALARIES

(Clerks)

<u>LEVEL</u>	<u>1980-81</u>	<u>1981-82</u>
1	\$5,600.	\$5,800.
2	5,770.	6,100.
3	5,900.	6,330.
4	6,050.	6,475.
5	6,200.	6,620.
6	6,350.	6,770.
7	6,500.	6,920.
8	6,650.	7,070.
9	6,800.	7,220.
10	6,950.	7,325.

1. Annual term of employment ten (10) months; extends from September 1st through June 30th. During that period, clerks are employed on all working days preceding the opening of school in September, following the closing of school in June and on all days when school is in session for pupils.
2. Seven and one-half hours daily, 30 minute mealtime included - 37.5 hours weekly.
3. Approved overtime, based on 40 hours, at time-and-a-half hourly rate.
4. Sick leave for the ten month year ten (10) days (one day/month).
5. Clerks reemployed shall receive written notice of employment for the following year by May 31st.

SALARIES
(Custodians)

<u>LEVEL</u>	<u>1980-81</u>	<u>1981-82</u>
1	\$ 9,310.	\$10,000.
2	9,705.	10,490.
3	10,100.	10,890.
4	10,495.	11,290.
5	10,895.	11,690.
6	11,295.	12,090.
7	11,695.	12,500.
8	12,095.	12,890.
9	12,495.	13,300.
10	12,895.	13,950.
15	13,980.	15,300.

SALARIES

(Custodians)

1. Twelve month position; eight hours work a day, including thirty-minute mealtime.
2. Regular overtime is paid at time-and-a-half; Sunday overtime is at double time. Overtime is defined as that time worked in excess of forty (40) hours per week. Paid sick days are counted, for this purpose as time worked.
3. Custodians regularly working the night shift shall receive \$275. per year above their guide level salary.
4. A schedule of twelve (12) holidays shall be issued concurrent with the issuance of contracts.
5. Each custodian shall be allowed twelve (12) sick days leave annually and unused days shall be accumulative.
6. Up to five (5) years of service, custodians shall be entitled to ten days vacation annually. Custodians shall receive one additional day of vacation for each year of service beyond five years, allowing the custodian to reach fifteen days in ten years. Vacation beyond ten years would remain at fifteen days.
7. All reemployed custodians shall receive written notification of tenure at the beginning of the sixth consecutive year of employment as a custodian in the Colts Neck Township School System.
8. Attendance is required on days schools are closed for weather reasons.
9. All custodians shall receive \$200. once; for possession of an active Black Seal License. This stipend shall be payable twelve (12) months following acquisition of the license.
10. Custodians reemployed shall receive a written notice by May 31st for the following year.
11. Calendar for vacations shall be arranged with the Board Secretary to correspond to school calendar.
12. Validated emergency service (reporting for work when called outside regularly scheduled hours, in emergencies) by custodians will be compensated as follows:
 - a. For reporting to his/her school immediately upon being notified of emergency, \$15.00
 - b. For working a full hour or part of hour over 15 minutes, workdays and Saturdays (12:01 A.M. through 11:59 P.M.), time-and-a-half; on Sundays and holidays, double time.

The custodian's voucher will be validated by the building principal or by the supervising administrator when the principal is unavailable.

SALARIES

(Secretaries)

<u>LEVEL</u>	<u>1980-81</u>	<u>1981-82</u>
1	\$6,960.	\$ 7,660.
2	7,170.	7,870.
3	7,380.	8,080.
4	7,590.	8,290.
5	7,800.	8,490.
6	8,010.	8,680.
7	8,220.	8,860.
8	8,430.	9,040.
9	8,640.	9,210.
10	8,850.	9,645.
15	9,325.	10,000.

1. Annual term of employment ten (10) months plus twenty (20) days. Period of employment begins July 1st; twenty (20) days service to be rendered by August 31st. During period September 1st through June 30th, secretary is employed on all days when school is in session for pupils and, in addition, on those preceding opening of school in September and following the close of school in June.
2. Seven and one-half hours daily, 30 minute mealtime included - 37.5 hours weekly.
3. Approved overtime at time-and-a-half of hourly rate, after 40 hours.
4. Sick leave for the term of employment is eleven (11) days accumulative.
5. Secretaries reemployed shall receive a written notice of employment for the following year by May 31st.

SALARIES

(Substitute Caller)

	<u>1980-81</u>	<u>1981-82</u>
Annual Compensation	\$850.	\$930.

Term of Employment: September 1st through last day of school for pupils.

SALARIES
(Teacher's Aides)

<u>LEVEL</u>	<u>HOURLY RATE</u>	
	<u>1980-81</u>	<u>1981-82</u>
1	\$3.25	\$3.50
2	3.45	3.70
3	3.65	3.90
4	3.85	4.10
5	4.05	4.30
6	4.35	4.60
7	4.55	4.80
8	4.75	4.90
9	4.95	5.05
10	5.30	5.67
15	5.50	6.00

1. Daily pay includes 30 minute mealtime for aides working four (4) or more hours a day.
2. Aides reemployed shall receive a written notice of employment for the following year by May 31st.

This contract shall be effective as of July 1, 1980, and shall continue in effect until June 30, 1982. The contract will remain in full force and effect for the full period of two years.

**COLTS NECK TOWNSHIP SUPPORT STAFF
MEMBERS ASSOCIATION**

BY _____
President

BY _____
Secretary

COLTS NECK TOWNSHIP BOARD OF EDUCATION

BY _____
President

BY _____
Secretary

DATE _____