

4-0378

15-16

AGREEMENT BETWEEN

LAVALLETTE EDUCATION ASSOCIATION

-AND-

LAVALLETTE BOARD OF EDUCATION

(Employer)

X 1981-1982

X 1982-1983

LIBRARY
Institute of Management and
Labor Relations

AUG 31 1981

RUTGERS UNIVERSITY

ARTICLE I

RECOGNITION

Pursuant to Chapter 123, Public Laws of New Jersey, the Board hereby recognizes the Lavallette Education Association as the majority representative for collective negotiations concerning terms and conditions of employment for all full and part time certified teachers under contract or on leave, excluding administrative principal.

ARTICLE II

GRIEVANCE PROCEDURES

Grievance Procedures:

The Board of Education believes that all teachers are entitled to have their complaints and grievances examined and settled in ways that are beneficial to both the teachers and the school system. The satisfactory settlement of complaints and grievances not only promotes wholesome attitudes and feelings about the performance of professional services but also increases the efficiency and effectiveness of the teacher in his relationship to the pupil and the community. The satisfactory solution of complaints and grievances may forestall the development of more serious problems and the loss of the worker efficiency. In order to find satisfactory solutions, definite procedures must be followed in the school system. The principal shall develop the channels and procedures for the presentation and solution of complaints and grievances:

By providing the opportunity for the teacher to have direct communication with the person who is responsible for the alleged grievance.

By providing assurances that the channels for redressing grievances are open without fear of reprisal.

By providing the Lavallette Education Association the opportunity to participate in such considerations through official representation.

Definitions:

A complaint is regarded as any dissatisfaction that is expressed either orally or in writing by the teacher, about school policies or conditions of employment. A grievance is regarded as a more deep-seated dissatisfaction

or disagreement that is expressed either orally or in writing by the teacher because of the behaviour of colleagues or interpretation, application or alleged violation of policies, agreements, and administrative decisions affecting terms and conditions of employment.

1. Any teacher who has a grievance should discuss it first with his principal in an attempt to resolve the matter informally at that level.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within seven (7) calendar days, he shall set forth his complaint in writing to the principal. He shall be obliged to state that he is invoking the Grievance Procedure. At this time, or at any later step, the teacher may be represented by himself or a representative of the Lavallette Education Association if he so desires. The Association shall also have the opportunity to have a representative present whether or not the teacher requests representation, if it so desires. The principal shall communicate his decision to the teacher in writing within five (5) school days of receipt of the written complaints.

3. If the grievance is not resolved to the teacher's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the principal who shall attach all papers related thereto and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance, hold a hearing with the teacher if requested, and render a decision in writing within fourteen (14) calendar days. In the event the decision of the Board of Education is unacceptable to the teacher, the teacher shall have a right to pursue all remedies provided by law.

ARTICLE III

TEACHER RIGHTS

1. No tenured teacher shall be discharged, disciplined, reprimanded, or reduced in rank or compensation without just cause.
2. Any action taken by the Board or any agent or representative thereof which is subject to the grievance procedure as set forth in Article II may be grieved.
3. Unless otherwise provided, the benefits granted by this agreement shall remain in effect for the duration of the agreement.
4. Non-tenure teachers will receive a notification of non-employment on or before April 30th of each year or as prescribed by law.

MANAGEMENT RIGHTS

1. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, 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 in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause according to Title 18:
 - (c) to relieve employees from duty because of lack of work or for other legitimate reasons;
 - (d) to maintain efficiency of the school district operations entrusted to them;

Management Rights (cont.)

- (e) to determine the methods, means, and personnel by which such operations are to be conducted;
- (f) to establish reasonable work rules;
- (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE IV

WORK YEAR

The in-school work year for teachers shall be as adopted by the Lavallette Board of Education. The Association shall have the right to make recommendations concerning the length of the school year prior to its adoption.

ARTICLE V

WORK DAY

The teacher work day shall begin at 8:30 A. M. and
conclude at 3:45 P. M.

ARTICLE VI

TEACHER EVALUATIONS

All teachers shall be evaluated by the building principal in conformance with the statutes governing evaluations, Title 18A, and the New Jersey Administrative Code.

ARTICLE VII

SABBATICAL LEAVE

A sabbatical leave may be granted to a teacher by the Board of Education for study, including study in another area of specialization, or for other reasons of value to the school system, subject to the following conditions:

1. Only one teacher shall be granted a sabbatical leave in any year.
2. Any teacher granted a sabbatical leave must have at least seven (7) years in service to the school district.
3. The teacher receiving a sabbatical leave shall receive compensation equivalent to 50% of the salary rate which he would have received if he had remained on active duty. There are no provisions made for sabbatical leave of less than one full year.
4. The granting of sabbatical leave shall be contingent upon a commitment by the person to whom such leave is granted to return to the District to serve for a minimum of two years. Regular deductions for the State retirement fund and other normal deductions shall be made from the salary of any person on leave. The Board will match retirement funds as required by law.
5. A teacher on sabbatical leave shall be advanced to the next step on the salary guide upon returning to employment for the ensuing academic year.
6. The teacher, during sabbatical leave, must engage in study which will result in the attainment of sixteen (16) academic credits beyond a level of academic attainment at the time of the sabbatical.
7. In the event that more than one teacher applies for a sabbatical leave, the Board's decision not to grant more than one sabbatical leave shall not be subject to grievance procedures herein set forth in Article III.

Sabbatical Leave (cont.)

8. Request for sabbatical leave must be filed prior to January 1st, and action must be taken by the Board on such request no later than April 30th of the school year preceding the school year for which the sabbatical leave is requested.

ARTICLE VIII

SICK LEAVE

1. Sick leave is herein defined to mean the absence of a teacher from duty in accordance with the provisions of N.J.S.A. 18A:30-1 et seq.

2. All regularly employed teachers shall be entitled to ten (10) days each school year.

3. Teachers shall be given a written accounting of accumulated sick days no later than September 15th of each year.

4. Teachers who are absent because of illness more than the total number of cumulative days shall be paid the difference between their salary and the amount paid to the substitute for a maximum of thirty (30) school days in any one year.

5. When a teacher's absence on sick leave exceeds three consecutive school days, a physician's certificate covering the period of absence may be required by the school administrator.

6. Teachers normally employed less than five days per week shall be entitled to a pro-rated sick leave based on the percentage of their employment as compared to full time teachers. For example, a teacher who works two days per week would receive 40% of the contractual sick leave entitlement days.

7. Any teacher with five (5) years or more of service in the Lavallette Elementary School District shall be reimbursed for 75% of the unused accumulated sick days, but such reimbursement shall not exceed the maximum number of payment days according to the following schedule:

5 years service to Lavallette	-	10 days maximum
10 years service to Lavallette	-	20 days maximum
15 years service to Lavallette	-	45 days maximum
20 years service to Lavallette	-	60 days maximum

Sick Leave (cont.)

Days will be posted at the end of each school year and may be withdrawn at any time if needed to cover an extended illness. The bank is not "portable" and payment is to be made only upon retirement from the District. Payment will be made on the basis of contract salary at time of retirement.

ARTICLE IX

PERSONAL LEAVE OF ABSENCE

Teachers shall be entitled to the following personal leaves of absence with full pay each school year:

Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Request for leave under this article shall be submitted in writing to the Administrator who is empowered to grant it with due regard to the requirements of his school. Application shall be made as far in advance as possible and prior approval is required. Except for emergencies and extenuating circumstances, no leave days shall be granted consecutively or permitted the day prior to or the day following a school holiday or holiday weekend. Requests for exception shall be accompanied by a written explanation of the extenuating circumstances or emergency when possible. Except as provided above, the applicant shall not be required to state the reason for taking leave under this section.

It is further agreed that one (1) unused personal day may be accumulated each year up to a maximum of two (2) and when added to the three (3) days allotted for the current year yields a maximum of five (5) such days for any school year.

It is further understood that based upon contract language contained in the 1976-77 agreement between the parties hereto, certain teachers assert a right to six accumulated personal days. In the event the Board refuses to recognize the existence of such right, any such teacher may either grieve such decision or pursue the remedies provided by law.

ARTICLE X

EMERGENCY LEAVE

1. A teacher may be allowed a maximum of three (3) working days absence with full pay because of death within the immediate family. These days shall not be deducted from any accumulated sick leave or personal days. An additional two (2) days absence may be taken and charged against available sick leave. In the event all sick leave has been taken or utilized, the additional two days may be taken without pay.

2. Immediate family shall be understood to mean husband, wife, father, mother, child, brother, sister, grandparents, grandchildren, and all corresponding in-laws of the aforementioned relationships.

3. In the case of a death of a relative of the second degree, absence of one (1) full day may be allowed without deduction of pay. This absence shall not be charged against accumulated sick leave or personal days.

4. A relative of the second degree shall be defined as aunt, uncle, nephew, niece, or cousin.

5. In the case of serious illness or injury to a member of the teacher's immediate family (as defined above) the school administrator may, in his discretion, grant additional emergency leave, provided that all personal day entitlement has been utilized. The decision of the administrator shall not be grievable.

ARTICLE XI

MATERNITY LEAVE

The Board of Education shall grant leaves of absence without pay for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq. and this agreement. It is recognized that a teacher's maternity leave application involves both a disability and a child-care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child-care phase is that period of time selected by the teacher which follows the disability phase during which time the teacher voluntarily suspends her teaching career to care for the new born child.

1. Disability Phase: Any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty (60) days notice to the Board, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any teacher to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the teacher's and Board's physician may be applied against accumulated leave time at the option of the teacher.

2. Child-Care Phase: Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child-care purposes as defined above, the tenured teacher shall be granted, at her discretion, a leave for (a) the balance of the school year in which

Maternity Leave (cont.)

the birth occurred, or (b) the balance of the school year in which the birth occurred and the entire following school year. Teachers on maternity leave desiring to switch from option 2(a) to option 2(b) shall notify the administrative principal by March 15 of the year in which the maternity leave was taken. Any further extensions of child-care leave shall be discretionary with the Board of Education. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which leave is obtained.

3. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided herein. Nothing in this article shall be construed to preclude the Board from requiring any teacher after birth of her child to produce a certificate from her physician showing that she is physically able to resume her duties.

4. A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

ARTICLE XII

INSURANCE PROTECTION

1. The Board agrees to provide insurance coverage, including family coverage, for each teacher under contract who is employed on a full time basis of not less than thirty (30) hours per week, for hospital and surgical coverage, including major medical, in accordance with the minimum provisions of that provided by the New Jersey Division of Pensions in its insurance program. The obligation of the Board to provide this coverage shall continue during the term of this contract so long as the State insurance plan remains guaranteed.

2. The policy selected by the Board shall be that provided through the State of New Jersey or a policy which will provide at least equal to the coverage provided by the State plan.

3. The Board shall select the appropriate carrier and pay the full premium.

4. The Board shall provide each teacher with any information relative to the policy which is provided by the carrier.

ARTICLE XIII

INSERVICE CLAUSE

Inservice workshops will be established according to the needs of the school as established by the Instructional Improvement Committee. The program will be approved by the Lavallette Education Association President and the Administrative Principal. Attendance at such workshops, whether during school time or after school hours, shall be mandatory unless excused by the Administrative Principal.

ARTICLE XIV

SALARY

All teachers covered by this contract shall receive the salary and, where applicable, the longevity payments set forth on the schedule attached hereto.

SALARY GUIDE - 1981/1982

STEP	B	B + 15	B + 30	M	M + 30
1	12,000	12,400	12,800	13,100	13,500
2	12,400	12,800	13,200	13,500	13,900
3	12,800	13,200	13,600	13,900	14,300
4	13,200	13,600	14,000	14,300	14,700
5	13,750	14,150	14,550	14,850	15,250
6	14,300	14,700	15,100	15,400	15,800
7	14,850	15,250	15,650	15,950	16,350
8	15,400	15,800	16,200	16,500	16,900
9	15,950	16,350	16,750	17,050	17,450
10	16,500	16,900	17,300	17,600	18,000
11	17,050	17,450	17,850	18,150	18,550
12	17,600	18,000	18,400	18,700	19,100
13	18,150	18,550	18,950	19,250	19,650
14	18,700	19,100	19,500	19,800	20,200
15	19,250	19,650	20,050	20,350	20,750
16	19,800	20,200	20,600	20,900	21,300
17	20,500	20,950	21,350	21,650	22,050

1. \$300.00 at beginning of 17th year of experience inclusive to the 20th year. At the 21st year an additional \$300.00 will be added. In each case the \$300.00 increment is to be in addition to any negotiated increase in the guide.
2. Teachers will advance to the next step on the guide upon receiving a satisfactory yearly evaluation.
3. Tuition Grant Payment Plan:
 - A. Teachers with one year of service in the system will be

- reimbursed \$200.00 for successful completion of three graduate credits.
- B. Teachers with two years of service in the system will be reimbursed \$300.00 for successful completion of six graduate credits.
- C. Teachers with three years of service in the system will be reimbursed \$400.00 for successful completion of nine graduate credits.
4. Part time teachers to be placed on the salary guide with salary prorated on the number of days worked. (e. g. A teacher who works two days per week will receive .4 of the proper step on the guide.)
5. A teacher volunteering for and appointed to the position of Unit Leader will be paid an additional \$450.00 per contract year.

SALARY GUIDE 1982-83

STEP	B	B+15	B+30	M	M+30
1	12,700	13,100	13,500	13,800	14,200
2	13,100	13,500	13,900	14,200	14,600
3	13,500	13,900	14,300	14,600	15,000
4	13,900	14,300	14,700	15,000	15,400
5	14,500	14,900	15,300	15,600	16,000
6	15,100	15,500	15,900	16,200	16,600
7	15,700	16,100	16,500	16,800	17,200
8	16,300	16,700	17,100	17,400	17,800
9	16,900	17,300	17,700	18,000	18,400
10	17,500	17,900	18,300	18,600	19,000
11	18,100	18,500	18,900	19,200	19,600
12	18,700	19,100	19,500	19,800	20,200
13	19,300	19,700	20,100	20,400	20,800
14	19,900	20,300	20,700	21,000	21,400
15	20,500	20,900	21,300	21,600	22,000
16	21,100	21,500	21,900	22,200	22,600
17	21,700	22,100	22,500	22,800	23,600
18	22,550	22,950	23,350	23,650	24,050

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1981, and shall continue in effect until June 30, 1983.

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, on this 13th day of May, 1981.

LAVALLETTÉ EDUCATION ASSOCIATION

By Russ L. Oliver
President

Joan W. Trazel
Secretary

BOARD OF EDUCATION OF THE BOROUGH OF
LAVALLETTÉ,

By S. J. Barn
President

Attest:

Alice M. Buchanan
Secretary

AGREEMENT BETWEEN

THE LAVALLETTE NON-INSTRUCTIONAL ASSOCIATION

-AND-

THE LAVALLETTE BOARD OF EDUCATION

1978-1980

ARTICLE I

RECOGNITION

Pursuant to Chapter 123, Public Laws of New Jersey, the Board hereby recognizes The Lavallette Non-Instructional Association as the majority representative for collective negotiations concerning terms and conditions of employment for all full and part time employees under contract, or on leave as defined herein.

ARTICLE II

GRIEVANCE PROCEDURES

A grievance is a formal complaint that a dispute exists concerning the interpretation, application, or alleged violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment.

1. Any employee who has a grievance should discuss it first with his principal in an attempt to resolve the matter informally at that level.

2. If as a result of discussion, the matter is not resolved to the satisfaction of the employee within seven (7) calendar days, he shall set forth his complaint in writing to the principal. He shall be obliged to state that he is invoking the Grievance Procedure. At this time, or at any later step, the employee may be represented by himself or a representative of the Association if he so desires. The Association shall also have the opportunity to have a representative present, whether or not the employee requests representation, if it so desires. The Principal shall communicate his decision to the employee in writing within five (5) school days of receipt of the written complaints.

3. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the principal who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within fourteen (14) calendar days. In the event the decision of the Board of Education is unacceptable to the employee, the employee shall have the right to pursue all remedies provided by law.

ARTICLE III

EMPLOYEES RIGHTS

1. No permanent employee shall be discharged, disciplined, reprimanded, or reduced in rank or compensation without just cause.

2. Any action taken by the Board or any agent or representative thereof which is subject to the grievance procedure as set forth in Article II may be grieved.

3. Unless otherwise provided, the benefits granted by this agreement shall remain in effect for the duration of the agreement.

4. Employees will receive a notification of non-employment on or before April 30th of each year, or as prescribed by law.

MANAGEMENT RIGHTS

1. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, 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 in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause according to Title 18:

(c) to relieve employees from duty because of lack of work or for other legitimate reasons;

(d) to maintain 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;

(f) to establish reasonable work rules;

(g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE IV

WORK YEAR

AIDES

The in-school work year for Aides shall be as adopted by the Lavallette Board of Education.

DRIVERS

The work year for the drivers shall be as adopted by the Lavallette Board of Education or whenever pupils are in attendance at schools for which we are committed to provide pupil transportation.

Vacation days from September through the end of school year in June shall be those prescribed by law and those when school is not in session.

CUSTODIANS

The work year for the custodians shall be from July 1 through June 30.

ARTICLE V

WORK DAY

AIDES

The work day for Aides will be according to a schedule to be posted monthly by the Administrative Principal consistent with the normal school day, which shall begin at 8:30 A. M. and conclude at 3:45 P. M.

The work week for Aides shall not, in any event, exceed 29 hours per week.

DRIVERS

The work day for Drivers will be as posted monthly by the Administrative Principal and consistent with statutory requirements.

CUSTODIANS

The work day for Custodians shall be as posted monthly by the Administrative Principal.

ARTICLE VI

CUSTODIAL VACATIONS

Vacation days for custodians shall be according to the following:

Over one year but less than three years - one week

Over three years but less than ten years - two weeks

Ten years and over - three weeks.

ARTICLE VII

CUSTODIAL HOLIDAYS

Independence Day	Christmas Day
Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day (Feb. 16, 1981)
Day after Thanksgiving	Good Friday

Memorial Day (May 25, 1981)

Two additional days at option of employee and consistent with the school calendar, with prior approval of the Administrator. For the 1980-81 School year, as an inducement for energy conservation, four additional days will be granted by the Lavallette Board of Education to be used during the week of February 16, 1981 to February 20, 1981 which will be combined with the above noted Presidents' Day to close the school for the entire week. Holidays worked shall be awarded compensatory time.

ARTICLE VIII

OVERTIME

1. Overtime is defined as time worked at regular or assigned duties consistent with this agreement in excess of forty (40) hours in a work week or over eight (8) in a 24 hour period.

2. All overtime will be worked with approval of the Administrative Principal or the Board of Education and will be voluntary, except that in the event of refusals, the least senior person in the work classification will be required to work.

3. Overtime within a job classification will be distributed as uniformly as possible, consistent with sound operating practice. Overtime refused will count as overtime worked for the purpose of determining distribution.

4. Overtime will be rounded to the nearest half hour at the end of each pay period

ARTICLE IX

SENIORITY

1. School District seniority is defined as service by an employee in the school district in the collective negotiating unit covered by this agreement, and shall include service in the District acquired prior to the formation of the unit. The employee shall lose all accumulated school district seniority if he resigns or is discharged for cause, whether or not he is subsequently rehired by the School District.

2. Formal leaves of absence shall not break service but service shall not be accumulated while on leave.

3. Persons employed on a fixed term basis shall acquire district seniority if employed in consecutive work years.

4. After completion of 90 days of consecutive employment no employee shall be dismissed or be subject to a reduction in salary except for inefficiency, incapacity, conduct unbecoming an employee, or other just cause. The seniority of a permanent employee will start from the date of employment.

ARTICLE X

1. Employees in this collective negotiating unit will be employed on a fixed term basis.

2. An employee shall give the District two weeks written notice when resigning.

3. Earned vacation shall be paid according to the proportion of full months worked to the total contract year unless proper notice has not been given.

4. Duties assigned outside an employee's normal job description must be consistent with safe operating practices.

ARTICLE XI

SICK LEAVE

1. Sick leave is herein defined to mean the absence from duty in accordance with applicable statutes.

2. All members shall be entitled to 10 days sick leave each school year, 12 days in the case of 12 month employees. Part time employees will be pro-rated. For example, an employee working 5 hours per day will be eligible for 10 five hour sick days. Unused sick days will be accumulative from year to year. In the case of a part time employee, accumulated sick days will be used in the order accumulated.

3. Employees shall be given a written accounting of accumulated sick days no later than September 15th of each year.

4. When an employee's sick leave exceeds three consecutive days, a physician's certificate covering the period of absence may be required by the administrator.

ARTICLE XII

PERSONAL LEAVE OF ABSENCE

Aides will not be eligible for leave under this article.

Full time custodians and drivers may be granted the following personal leaves of absence with full pay each school year:

Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Request for leave under this article shall be submitted in writing to the administrator who is empowered to grant it with due regard to the requirements of his school. Application shall be made as far in advance as possible and prior approval is required. Except for emergencies and extenuating circumstances, no leave days shall be granted consecutively or permitted the day prior to or the day following a school holiday or holiday weekend. Requests for exception shall be accompanied by a written explanation of the extenuating circumstances or emergency when possible. Except as provided above, the applicant shall not be required to state the reason for taking leave under this section.

Part time custodians and drivers employed for more than four hours per day will be pro-rated to the nearest half day.

ARTICLE XIII

EMERGENCY LEAVE

CUSTODIANS AND DRIVERS

1. Custodians and drivers may be allowed a maximum of three (3) working days absence with full pay because of death within the immediate family. These days shall not be deducted from any accumulated sick leave or personal days. An additional two (2) days absence may be taken and charged against available sick leave. In the event all sick leave has been taken or utilized, the additional two days may be taken without pay.

2. Immediate family shall be understood to mean husband, wife, father, mother, child, brother, sister, grandparents, grandchildren, and all corresponding in-laws of the aforementioned relationships.

3. In the case of a death of a relative of the second degree, absence of one (1) full day may be allowed without deduction of pay. This absence shall not be charged against accumulated sick leave or personal days.

4. A relative of the second degree shall be defined as aunt, uncle, nephew, niece, or cousin.

5. In the case of serious illness or injury to a member of the employee's immediate family (as defined above) the school administrator may, in his discretion, grant additional emergency leave provided that all personal day entitlement has been utilized. The decision of the administrator shall not be grievable.

AIDES

1. An aide may be allowed a maximum of three (3) working days absence with full pay because of death within the immediate family.

(Article XVIII cont.)

These days shall not be deducted from accumulated sick leave. An additional two (2) days absence may be taken and charged against available sick days or without pay if there are no sick days available.

2. Immediate family shall be understood to mean husband, wife, father, mother, child, brother, sister, and grandparents or grandchildren living in the employee's household.

3. One day at full pay may be granted by the administrator to attend the funeral of in-laws.

ARTICLE XIV

MATERNITY LEAVE

The Board of Education shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq. and this agreement. It is recognized that an employee's maternity leave application involves both a disability and a child-care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child-care phase is that period of time selected by the employee which follows the disability phase, during which time the employee voluntarily suspends her career to care for the newborn child.

1. Disability Phase: Any employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty (60) days notice to the Board, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any employee to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period, as certified jointly by the employee's and the Board's physicians, may be applied against accumulated leave time at the option of the employee.

2. Child Care Phase: Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, the employee shall be granted a leave for the balance of the school year in which the birth occurred.

(Article XIV cont.)

The Board need not grant or extend the leave of absence of any employee beyond the end of the contract school year in which leave is obtained.

No employee shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided herein. Nothing in this article shall be construed to preclude the Board from requiring any employee, after birth of her child, to produce a certificate from her physician showing that she is physically able to resume her duties.

An employee returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to offer a new contract for a new school year to any employee who would not have been otherwise offered such a contract.

ARTICLE XV

INSURANCE PROTECTION

1. The Board agrees to provide insurance coverage, including family coverage, for each employee under contract who is employed on a full time basis of not less than thirty (30) hours per week, for hospital and surgical coverage, including major medical, in accordance with the minimum provisions of that provided by the New Jersey Division of Pensions in its insurance program. The obligation of the Board to provide this coverage shall continue during the term of this contract so long as the State insurance plan remains guaranteed.

2. The policy selected by the Board shall be that provided through the State of New Jersey or a policy which will provide at least equal to the coverage provided by the State plan.

3. The Board shall select the appropriate carrier and pay the full premium.

4. The Board shall provide each eligible employee with any information relative to the policy which is provided by the carrier.

ARTICLE XVI

SALARY

All employees covered by this contract shall receive the wages or salary set forth on the schedules attached hereto and made part of the within contract.

ARTICLE XVII

NON-DIMINISHMENT OF RIGHTS

All terms and conditions of employment applicable on the effective date of this agreement, as established by the rules and regulations, and/or policies, of the Board shall continue to be applicable during the term of this Agreement, unless otherwise provided for herein. Nothing contained herein shall be interpreted to diminish the rights of any employee employed prior to January 1, 1979, or to lessen any benefit existing prior to the effective date of this Agreement.

ARTICLE XVIII

DURATION OF AGREEMENT

This agreement shall be effective July 1, 1980 and shall continue in effect until June 30, 1982 except for Article VII which shall become negotiable in the event the Board of Education wishes to discontinue its plan of a complete closing of the school for one week during the February term.

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, on this *12th* day of *November*, 1980.

LAVALLETTTE NON-INSTRUCTIONAL ASSOCIATION

By *Frances G. Ligato*
Acting President

BOARD OF EDUCATION OF THE BOROUGH OF
LAVALLETTTE

By *Jimmie D. Hubert*
President
Attest: *Alison M. Buchanan*
Secretary

ARTICLE XVIX ATTACHMENT

SALARY AND WAGES

HEAD CUSTODIAN (12 month employee):

<u>Yrs. Service</u>	<u>1980/81</u>	<u>1981/82</u>
0	8650.00	8762.00
1	9150.00	9299.00
2	9650.00	9836.00
3	10,150.00	10,374.00
4	10,650.00	10,911.00
5	11,150.00	11,449.00
6	11,650.00	11,986.00
7	12,150.00	12,524.00
8	12,650.00	13,061.00

CUSTODIAN (12 month employee):

0	6,870.00	6,901.00
1	7,320.00	7,385.00
2	7,770.00	7,869.00
3	8,220.00	8,353.00
4	8,670.00	8,837.00
5	9,120.00	9,320.00
6	9,570.00	9,804.00
7	10,020.00	10,288.00