

2038

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF THE BOROUGH OF LAWNSIDE

AND THE

LAWNSIDE SCHOOL SERVICE PERSONNEL ASSOCIATION

1991 - 1993

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AGREEMENT

THIS AGREEMENT, made this 26th day of November, 1991, by and between the BOARD OF EDUCATION FOR THE BOROUGH OF LAWNSIDE, Lawnside, New Jersey, hereinafter referred to as the "Board", and LAWNSIDE SCHOOL SERVICE PERSONNEL ASSOCIATION, of Lawnside, New Jersey, hereinafter referred to as the "ASSOCIATION".

WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

ARTICLE I. RECOGNITION OF BARGAINING UNIT

A. UNIT

The BOARD hereby recognizes the ASSOCIATION as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment as specifically set forth herein for all full-time and non-certified personnel regularly employed or to be regularly employed by the BOARD. This unit shall not include the head custodian and other non-certified supervisory personnel.

B. DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement shall refer to all employees represented by the ASSOCIATION in the negotiated unit as above defined, and references to male employees shall include female employees.

ARTICLE II. NEGOTIATION OF SUCCESSOR AGREEMENT

A. Not later than the time periods prescribed by law, the BOARD and the ASSOCIATION agree to engage in negotiations for a successor Agreement. The Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.

B. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the BOARD and the ASSOCIATION mutually agree to an extension of time.

C. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss of pay.

ARTICLE III. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "Grievance" is a claim processed in accordance with the terms of this Agreement, wherein grievant, individually or through grievant's agent or attorney-at-law, asserts that a term or condition of this Agreement or a written policy of the BOARD or an administrative decision has been violated or the enforcement of which has caused harm to the grievant.

B. PROCEDURE

1. Time Limits

A grievance, whether formal or informal, must be initiated by the grievant in writing within fifteen (15) days from the occurrence of said grievance or within fifteen (15) days from the time when the aggrieved became aware or should have become aware of the alleged grievance.

2. Step 1 - Administrative Principal or Immediate Supervisor, Informal

A grievant who has a grievance may confer with the Administrative Principal or Immediate Supervisor in an attempt to resolve the matter informally. At the conclusion of this conference, a grievance report indicating the result of said conference shall be executed by both parties.

3. Step 2 - Administrative Principal or Immediate Supervisor, Formal

(a) If the result of grievant's informal conference with his immediate supervisor (or, in the case of secretaries and

aides, the Administrative Principal) is not satisfactory to grievant, then, grievant must reduce the grievance to writing and file the same with Administrative Principal and the ASSOCIATION within three school days of the execution of the grievance report mentioned in Step 1.

(b) If Step 1 is not utilized by grievant, then grievant shall file his written grievance with the Administrative Principal within the time period set forth in paragraph (B, 1).

(c) All written grievances shall specify:

1. The term or condition of this Agreement or Board Policy or Administrative Decision which has been violated, misinterpreted or wrongfully applied and which affects a term or condition of employment, and
2. The extent of the injury, loss, or inconvenience resulting from the alleged violation of the term or condition of this Agreement, and
3. The remedy sought.

Within seven (7) school days from the receipt of a written grievance in the form described above, the Administrative Principal shall provide grievant with a written decision.

4. Step 3 - Board of Education

If the grievance is not resolved to the grievant's satisfaction after completing Steps 1 and 2, the latter, which is mandatory, then within five (5) days after receipt of the

Administrative Principal's decision, said grievant may request a review by the BOARD. This request must be submitted in writing directly to the BOARD through its Secretary.

The BOARD, or committee thereof, shall review the grievance and shall, within thirty-five (35) days of the receipt of said grievance, render a written decision.

5. Step 4 - Right to Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, the grievance may be submitted to arbitration except when it relates to administrative decisions or Board policy. In the latter case, the BOARD's determination is final. If arbitration is to be requested, the grievant shall notify the BOARD and the Arbitration Association within ten (10) school days of the receipt of the BOARD's decision in Step 3 of the grievance procedure.

6. The Year-end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, then in that event, the BOARD shall, at its next regularly scheduled meeting or special meeting, whichever first occurs, review and decide said grievance. The decision of the BOARD under these circumstances shall be communicated in writing to the grievant within ten (10) school days of the decision.

7. Group Grievance

If, in the judgment of the ASSOCIATION, a grievance directly affects a group or class of employees, the ASSOCIATION, pursuant to Section B (8) hereof may submit such grievance in writing directly to the Administrative Principal with the processing of said grievance commencing at Step TWO. A group grievance shall be defined as the filing by two or more persons of a grievance pursuant to the terms of this Agreement.

In determining the number of grievances filed during any period of time specified within this Agreement, a group grievance shall be considered as one grievance and all grievances emanating from the same facts shall be considered as a part of the one filed even though an individual grievant does not desire to be heard. Any decision rendered by the BOARD or final arbiter shall be binding upon the unit as herein defined.

8. Association - Party in Interest

Where the ASSOCIATION is not representing an individual grievant or group of grievants but during the determination of any grievance the interpretation of the terms of this Agreement are in issue and the result thereof can adversely affect employees as a class, said ASSOCIATION may, and is hereby granted standing to be heard prior to the rendition of any decision, upon ASSOCIATION giving BOARD two (2) days' notice of their intent to invoke the privilege of standing, subject, however, to the right of aggrieved party to exclude all persons

where his or her personal matters are in issue and being discussed.

9. Forms

The forms for filing grievances, certain notices, taking appeals, making reports and recommendations, shall be those annexed to this Agreement and marked as Exhibit "A".

10. Meetings and Hearings

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article, unless otherwise excluded hereunder.

11. All time periods set forth under the grievance procedure are mandatory and irrevocable unless waived by the mutual written consent of the parties hereto.

C. ARBITRATION PROCEDURE

The following procedure shall be used to secure the services of an arbitrator:

1. A request will be made to the American Arbitration Association to submit a roster of five (5) persons qualified to function as an impartial arbitrator in the dispute in question.

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

3. If the parties are unable to agree upon a mutually satisfactory arbitrator from the second list, either party may request, within ten (10) school days from receipt of such list, the American Arbitration Association to designate an arbitrator.

4. The arbitrator shall limit himself to the interpretation and application of the terms of this Agreement, to the issues submitted to him, and shall not add to nor subtract anything from the Agreement between the parties.

5. The opinion of the arbitrator shall be advisory only. If, however, during the term of this Agreement, the BOARD rejects seven (7) advisory opinions, the results of which were fully acceptable to the grievant, then in that event the next opinion shall be binding unless otherwise excluded hereunder.

6. The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall, in the case of advisory opinions, be borne by the party who has received an adverse ruling. The above-mentioned costs shall be equally shared in matters involving binding arbitration and those matters involving a split decision.

ARTICLE IV. EMPLOYEE RIGHTS AND PRIVILEGES

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the BOARD, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.

Any dismissal or suspension shall be considered a disciplinary action and shall, at the option of the employee, be subject to the grievance procedure.

B. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment or salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the ASSOCIATION present to advise him and represent him during such meeting or interview.

C. No employee shall be prevented from wearing pins or other identification of membership in the ASSOCIATION or its affiliates.

D. MAINTENANCE OF BENEFIT

Those benefits the employees are presently receiving and which are not a matter of contract but of apparent privilege shall be maintained by the BOARD during the term of this Agreement. These benefits, if a matter of administrative decision or BOARD policy, shall not be the subject matter of, and are expressly excluded from that portion of the grievance procedure beyond BOARD level.

E. RIGHTS OF EMPLOYEE TO REPRESENTATION

A grievant 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.

F. SEPARATE GRIEVANCE FILE

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

ARTICLE V. ASSOCIATION'S RIGHTS AND PRIVILEGES

A. At the ASSOCIATION'S expense, the BOARD agrees to furnish to the ASSOCIATION, at the ASSOCIATION'S requests, all information to which it is entitled by law.

B. RELEASE TIME FOR MEETINGS

Whenever any representative of the ASSOCIATION or any employee participates during working hours in contract negotiations, grievance proceedings and conferences or meetings relating to contract negotiations or grievance procedures where the BOARD is a participant, he shall suffer no loss in pay.

C. The BOARD shall permit a designated regular member of the ASSOCIATION to visit the schools to investigate working conditions, employee complaints or problems, or for any other purposes relating to the terms and conditions of this Agreement. Where one representative visits the school for such purposes, no advance notice need be given; however, the representative shall

notify the principal immediately upon arrival in the building. In cases where two representatives visit a school for any of the aforementioned purposes, the principal shall be notified at least one school day in advance of the visit.

ARTICLE VI. WORK YEAR

The work year of employees shall be as follows:

(a) Cafeteria workers: School year, including days preparing for opening of school and closing facility and completing reports.

- (b) Janitors: Calendar year
- (c) Secretaries: Calendar year
- (d) Aides: School year
- (e) Clerk-typists: School year

ARTICLE VII. DAILY WORK HOURS

The work day of the covered employees shall be as follows:

- (a) Cafeteria workers: 35 hours
- (b) Janitors: 40 hours
- (c) Secretaries: 40 hours
- (d) Aides: 37-1/2 hours
- (e) Clerk-typists: 40 hours

The above hours shall include a 45 minute lunch period.

Clerk-typists and 12 month employees may leave fifteen minutes earlier on Fridays and days prior to holidays. Aides will leave according to the teachers' schedules on Fridays and days prior holidays.

ARTICLE VIII. OVERTIME

Any employee who works in excess of 40 hours within any week shall be compensated at the rate of one and a half times his/her regular hourly rate.

If any overtime includes a Sunday or scheduled holiday, then in that event, said employee shall be compensated at a rate twice that of his/her regular hourly rate.

ARTICLE IX. WORK SCHEDULE AND HOLIDAYS

1. Work schedules shall be determined by the Administrative Principal or the employee's immediate supervisor.

2. Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.

3. HOLIDAYS

All permanent or part-time administrative and non-instructional 12 month employees shall be entitled to the following holidays:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Presidents' Day
Good Friday	Easter Monday
Memorial Day	4th of July
Labor Day	Columbus Day
Veterans Day*	Thanksgiving Day and the follow-
Christmas	ing Friday

*If the school calendar changes this date because of conventions, then one day.

In any calendar year that two holidays are deleted from the school calendar, all 12 month employees shall received one (1) additional vacation day as compensation.

Christmas Eve will be considered a holiday if school is closed for teachers and students.

All employees covered by N.J.S.A. 18A: 31-2 shall be provided with the opportunity to attend the New Jersey Education Association convention with full pay as set forth therein so long as the mandate of the statute is complied with in every respect.

ARTICLE X. LEAVES OF ABSENCE

1. All 10 month employees of this unit shall be entitled to two (2) personal days for personal matters which cannot be handled outside of school hours. The granting of such will be subject to prior approval of the Administrative Principal and the operational needs of the school system, but in all cases, at least two (2) days notice must be given to the Administrative Principal.

2. In the event personal leave is not utilized during a year, it shall be converted to accumulated sick leave.

3. All leaves of absence shall be in accordance with BOARD policy as set forth in P6-7 et seq. dated February, 1980; a copy of which is annexed hereto and designed Exhibit "B".

4. Any 12 month employee who does not use all of their vacation days may convert two (2) of these days to accumulated sick leave.

ARTICLE XI. EMPLOYMENT PROCEDURE

A. NON-TENURE DISMISSAL

The procedure shall insure that the employee has the privilege of making an appeal to the Administrative Principal or his designee, and a hearing before the BOARD when terminated. A terminated employee shall receive 60 days notice of termination or two weeks pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year.

B. RESIGNATION

1. An employee who is resigning from his position shall give the normal 60 days notice.

2. 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.

3. If the full 60 days notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten full working days shall be used in calculating the amount of notice given by the employee.

C. ASSIGNED DUTIES

1. At no time shall the BOARD or any Agent thereof, assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description.

2. At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils at any work location except in the event of an emergency.

ARTICLE XII. SENIORITY

A. School District seniority is defined as service by appointed employees in the School in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he:

(1) resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.

Any anticipated or planned reduction in force shall not be implemented or take effect without sixty (60) days prior notice to the ASSOCIATION. Following the notice, a meeting between the BOARD and the ASSOCIATION shall occur at least thirty (30) days prior to the effective date of such anticipated or planned reduction in force.

B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved at the work location, consistent with Title 18A:17-4.

(1) At least thirty (30) days before being laid off, an appointed employee shall be informed of all vacancies in any other work locations in his classification in the department in which he holds an appointment, for the purpose of giving him an

opportunity, to be exercised within said month, to fill such vacancy. If he requests appointment to such vacancy, he shall be assigned thereto.

In the event that vacancies in such classification exist in several work locations, he shall be assigned to the vacancy designated by the department. In the event more than one appointed employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid-off employees with the highest seniority shall first be assigned to the vacancies involved.

(2) In the event that there is no such vacancy, then the laid-off employee shall, within said month, be entitled to displace the appointed employee with the least seniority in the same classification. The displacing employee shall be paid the rate of pay of the position which he takes as above. No employee shall have the right to displace any other employee in any other department, irrespective of seniority.

(3) The BOARD shall furnish to each such laid-off employee before said month, information as to work locations of the classifications and lesser classifications the duties of which such employee is capable of performing as above so that he shall be in a position promptly to exercise his rights under subparagraphs 1 and 2 above.

(4) Each appointed employee who is displaced shall similarly have one month from the date of notice of his displacement to exercise his seniority of notice of his displacement to exercise his seniority rights, as set forth in subparagraphs 1 and 2 above.

C. Displacing appointed employees who have accepted assignments to vacancies in classifications lower than the classifications they held immediately prior to the occasion which resulted in their displacing other employees shall be entitled to be assigned, in the order of their departmental seniority, to the first vacancies available in their former classifications.

D. In the event that within one year from the date of his lay off a vacancy occurs in the classification of his last appointment in the department from which he was laid off, or in a lesser classification in the same line of work in the department, a laid-off employee shall be entitled to recall thereto in the order of his departmental seniority.

E. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District by certified mail, return receipt requested. Within one (1) month from receipt of such notice of recall, the employee shall notify the BOARD in writing, whether or not he desires to return to the work involved in the recall notice, then he shall report for such work within two (2) weeks from the date he receives the recall notice. In the event he shall fail to so

report to work, he shall forfeit all of his seniority and all rights to recall.

F. Seniority shall not be accumulated during the period of lay off. Upon recall the appointed employee shall have his accumulated seniority to the date of lay off.

ARTICLE XIII. SALARIES

A. The salary of each employee covered by this Agreement is set forth in Schedules 1, 2 and 3 attached hereto and made a part hereof.

B. METHOD OF PAYMENT

1. All 12-month employees shall be paid bi-weekly.

2. All 10-month employees shall be paid on the same basis as regular teaching staff members.

3. Each employee may individually elect to have ten percent (10%) of his monthly salary deducted from his pay. These funds shall be deposited by the BOARD in a savings account in a financial institution of the BOARD'S selection.

4. When a pay day falls on or during a holiday or weekend, employees shall receive their pay checks on the last previous working day.

5. Vacation pay, if earned, shall be received by the affected employee prior to the commencement of the employee's vacation.

ARTICLE XIV. PROMOTIONS

A. POSITIONS INCLUDED

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 administrative secretary, head custodian and "newly created positions". All vacancies in promotional positions, including specialists and positions in programs funded by the federal government shall be adequately publicized by the Administrative Principal in accordance with the following procedure:

1. Date of posting

When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the ASSOCIATION at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Administrative Principal within the time limit specified in the notice, and the Administrative Principal shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Administrative Principal's office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

2. Application procedure

Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Administrative Principal together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Administrative Principal shall notify such employees of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the Administrative Principal shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administrative office, in each school, and a copy of said notice shall be given to the ASSOCIATION.

B. CRITERIA FOR NOTICE

In both situations set forth in Section A above, the qualifications for the position, its duties and the rate of compensation, shall be clearly set forth. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the ASSOCIATION has been notified in advance of such changes and the reasons therefore. A disagreement over the necessity for such changes shall be subject to the grievance procedures set forth in this Agreement. No vacancy

in a promotional position shall be filled other than in accordance with the above procedure.

ARTICLE XV. EMPLOYEE EVALUATION

A. NON-TENURE EMPLOYEES - FREQUENCY

Non-tenure employees shall be evaluated by their immediate superiors at least twice in each calendar year, to be followed in each instance by a written evaluation report and by a conference between the employee and his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction. Such evaluation in each instance shall consist of at least one (1) observation of a least fifteen (15) minutes, each occurring on separate days.

B. COPIES OF EVALUATION

An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

C. EVALUATION PROCEDURE

Evaluation reports shall be presented to each employee by his immediate superior in accordance with the following procedures:

1. Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the employee in a supervisory capacity.

2. Such reports shall be addressed to the employee.

3. Such reports shall be written in narrative form and shall include, when pertinent:

- a. Strengths of the employee as evidenced during the period since the previous report.
- b. Weaknesses of the employee as evidenced during the period since the previous report.
- c. Specific suggestions as to measures which the employee might take to improve his performance in each of the areas wherein weaknesses have been indicated.

D. PERSONNEL RECORDS

An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies at their expense of any document contained therein.

E. DEROGATORY MATERIAL

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such

signature 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 his answer shall be reviewed by the Administrative Principal or his designee and attached to the file copy.

F. NO SEPARATE FILE

Although the BOARD agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE XVI. COMPLAINT PROCEDURE

A. PROCEDURAL REQUIREMENT

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence evaluation of an employee shall be processed according to the procedure outlined below.

B. MEETING WITH PRINCIPAL OR IMMEDIATE SUPERIOR

The principal or immediate superior shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. RIGHT TO REPRESENTATION

The employee shall have the right to be represented by the ASSOCIATION at any meetings or conferences regarding such complaint.

ARTICLE XVII. EXTENDED LEAVES OF ABSENCE

A. MATERNITY

The BOARD shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations.

1. The BOARD may remove any pregnant employee from her assigned duties on any one of the following basis:

- a. Her performance substantially declines from the period preceding pregnancy.
- b. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if:
 - (1) The pregnant employee fails to produce a physician's certificate that she is medically able to continue working, or
 - (2) the BOARD'S physician concludes she is unable to continue working.
- c. Any other just cause that is found to exist in N.J.S.A. Title 18A.

2. The BOARD shall grant a leave 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. Title 18A:30-1, et. seq.

3. Any tenured or non-tenured employee seeking such leave shall apply to the BOARD thirty (30) school days prior to the beginning of leave. At the time of application, 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 birth. The BOARD may require any employee to produce a certificate from a physician in support of the requested leave dates.

The physician's certification is subject to agreement by the BOARD'S physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the BOARD, except that the BOARD may change the requested dates upon finding that the granting of leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school.

Following the granting of such leave to any employee, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the BOARD. Such extension or reduction shall be granted by the BOARD for an additional reasonable period of time except that the BOARD may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change is not medically contra-indicated.

The BOARD may require any employee to produce a physician's certificate in support of the requested change and is subject to agreement by the BOARD'S physician.

4. Upon return from a maternity leave of absence, the employee shall be reinstated in her same position or similar position for which she is certified.

5. The BOARD is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The maternity leave period shall not be counted for tenure purposes.

6. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step if she qualifies and if she works more than ninety (90) days. Working ninety (90) days or less shall result in no advancement on the salary guide.

B. GOOD CAUSE

Other leaves of absence without pay may be granted by the BOARD for good reason. A request must be made to the BOARD fifteen (15) days before their regular meeting.

ARTICLE XVIII. MEDICAL INSURANCE PROTECTION

1. The BOARD agrees to provide, without cost to the employee, medical insurance protection by enrolling said employee into what is commonly referred to as the Blue Cross Blue Shield plans for the employee, and where appropriate, the spouse and child of said employee. Effective on the first of the month after mutual ratification or at a later date, if convenient to the BOARD, the health/hospitalization plan in effect shall be Medallion Coverage through Blue Cross/Blue Shield.

2. The BOARD agrees to provide, without premium cost to the employee, a medical drug prescription plan for said employee and family to be effective in the 81/82 school year. The prescription plan shall be Program III.

3. Effective July 1, 1987, there shall be single dental plan at a BOARD cost not to exceed one hundred fifty (\$150.00) dollars per enrolled employee annually. (July 1 through June 30).

4. Effective July 1, 1992, all unit employees initially hired on or after that date will receive fully paid single coverage health/hospitalization insurance, prescription insurance and dental insurance. On the first day of the month which is at least two (2) full years after that initial hiring, the employee will be eligible for paid family coverage under the same terms as existing employees. Voluntary breaks in service break time towards family coverage eligibility.

ARTICLE XIX. VOLUNTARY PAYROLL DEDUCTIONS - AGENCY FEE

A. The BOARD agrees to deduct dues from the salaries of its employees for the Lawnside Education Association, the Camden County Association, the New Jersey Education Association, and the National Education Association, or any one or any combination of such ASSOCIATIONS, as said employees individually and voluntarily authorize the BOARD to deduct.

B. AGENCY FEE

1. Determination of Fee

Prior to the beginning of each academic year, the ASSOCIATION will notify the BOARD in writing of the amount of regular membership dues, initiation fees and assessments charged by the ASSOCIATION to its own members for the academic year. The representation fee to be paid by non-members will be determined by the ASSOCIATION in accordance with the law. Employees whose religious beliefs prohibit payment of such a fee are excluded from this Agreement.

2. Deduction and Transmission of Fee

a. Notification

Once during each academic year the ASSOCIATION will submit to the BOARD a list of those employees who have not become members of the ASSOCIATION for the then current academic year. The BOARD will deduct from the salaries of such employees, in accordance with Paragraph 2 below.

b. Payroll Deduction Schedule

The BOARD will deduct the representation fee from the paychecks paid to each employee on the aforesaid list during the remainder of the academic year in question.

c. Termination of Employment

If an employee terminates his or her employment with the BOARD before the ASSOCIATION has received the full amount of the representation fee to which it is entitled under this Article, the BOARD will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the academic year in question.

d. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

e. New Employees

Representatives of the ASSOCIATION shall receive upon request a written list of names, job titles and dates of employment of any new employees.

3. Indemnification

The ASSOCIATION shall indemnify and hold the BOARD harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the BOARD in conformance with this provision.

ARTICLE XX. EDUCATIONAL IMPROVEMENT

A. The Board will provide for the reimbursement of courses taken by members of this unit to improve their skills.

B. The amount paid by the Board for said courses shall be limited by the per credit cost assessed by New Jersey colleges and universities in the school year the credits are earned.

C. These courses must be taken in the area which member is currently employed with the Lawnside School District and prior written approval of selected courses must be received from the Administrative Principal.

D. All approved courses under A. shall be reimbursed if a grade of "B" or better is attained. Proof of grade must be submitted prior to reimbursement.

E. Required Training - The Board agrees to pay the full cost of registration incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a member of this unit is required and/or requested to take by the administration.

ARTICLE XXI. MANAGEMENT'S RIGHTS

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 the school district and to

suspend, demote, discharge, or take other disciplinary action against employees; (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 conducted; and (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district.

ARTICLE XXII. UNDERSTANDING OF THE PARTIES

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 signed this Agreement.

ARTICLE XXIII. MISCELLANEOUS PROVISIONS

A. SEPARABILITY

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 any law, then such provision or application shall not be deemed valid and subsisting, except to the extent

permitted by law, but not all other provisions or applications shall continue in full force and effect.

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the BOARD and individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this agreement, this Agreement shall be controlling.

C. NON-TENURE

Non-tenured employees who are not re-employed by the BOARD will be afforded such rights to notice and hearing as the New Jersey Laws and Regulations may prescribe.

D. NON-WAIVER

Anything to the contrary notwithstanding, nothing in this Agreement shall be deemed to constitute a waiver by the BOARD of, or to deny or restrict the BOARD in the exercise of the rights, responsibilities, or authority granted to it under applicable statutes.

E. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

F. NOTICE

Whenever any writing, report, decision, or notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter at the following addresses:

1. If by the ASSOCIATION to the BOARD:

Lawnside Board of Education
426 Charleston Avenue
Lawnside, New Jersey 08045
c/o Board Secretary

2. If by the BOARD to the ASSOCIATION:

Lawnside Public School
426 Charleston Avenue
Lawnside, New Jersey 08045
c/o Lawnside School Service Personnel Association

ARTICLE XXIV. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1991, and continue in effect through June 30, 1993.

IN WITNESS WHEREOF, the Parties have caused this Agreement consisting of 33 pages plus exhibits and schedules attached to be executed by their proper officers.

LAWNSIDE SCHOOL SERVICE
PERSONNEL ASSOCIATION

BY: Barbara Fisher
President

Norothy J. Timmons
Secretary

BOARD OF EDUCATION FOR THE
BOROUGH OF LAWNSIDE

BY: J. A. Bryant
President

Theresa Jett
Secretary

EXHIBIT "A"

GRIEVANCE # _____

Lawnside School District

GRIEVANCE REPORT

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

(a The term or condition of this Agreement which has been violated, and

b The extent of the injury, loss, or inconvenience resulting from the alleged violation of the term or condition of this Agreement, and)

2. Relief Sought _____

Signature

Date

C. Disposition by Administrative Principal or Immediate Superior

Signature of Principal or Immediate Superior

Date

D. Position of Grievant and/or Association _____

Signature

Date

STEP II

A. Date Received by the Board _____

B. Disposition of the Board _____

Signature

Date

STEP III

A. Date Submitted to Arbitration _____

Disposition & Award of Arbitrator _____

Signature

Date

Distribution of Form

1. Board
2. Administrative Principal
3. Association
4. Employee

EXHIBIT "B"

P6-7 LAWSIDE SCHOOL CODE

b. *Death.*

SEE EXHIBIT "B-1"

P6-7 Leaves of Absence.

P6-7.1 *Administrative Personnel.* This subsection shall apply to all full-time, 12 month administrative employees of the board.

a. *Allowance.* Administrative personnel shall be allowed vacation leave with full pay for a maximum of 20 work days per year. Five days of this leave may be used during the time when school is in session. All vacation leave shall receive prior approval of the board. This leave is noncumulative.

b. *Sick Leave.* Administrative personnel shall be granted sick leave with full pay for a maximum of 12 days in any calendar year. Any unused sick leave shall be accumulative, to be used for additional sick leave as needed in subsequent years. (R.S. 18A:30-2 & 3)

P6-7.2 *Other Full-Time Personnel.*

a. *Sick Leave.* Sick leave shall mean the absence of any person from his post of duty because of personal disability due to illness or injury, or because he has been excluded from school by the school medical staff because of a contagious disease in his immediate household. (R.S. 18A:30-1)

Full-time employees shall be allowed sick leave with full pay for a maximum of ten days in any school year. Any unused sick leave shall be accumulative.

P6-7.3 *All Full-Time Personnel.*

a. *Temporary Leave with Pay.* Full-time employees shall be entitled to leave with pay as follows:

During the first year of employment, one working day for each calendar month of service.

One calendar year to ten years of service, 12 working days.

Ten - 15 years service, 15 working days.

Over 15 years service, 20 working days.

Over 20 years service, 25 working days.

c. *Holidays.* All permanent or part-time employees shall be entitled to such holidays as shall be prescribed by the board from time to time.

P6-7.4 *Service-Connected Disability.* Whenever any full-time employee is absent as a result of personal injury arising out of and in the course of his employment, the board shall pay him the full salary for the period of absence for up to one calendar year, without having such absence charged to his annual or accumulated sick leave. The salary payment shall be reduced by the amount of any worker's compensation award. (R.S. 18A:30-2.1)

P6-7.5 *Compensation for Unused Sick Leave.* Employees retiring at age 65 or over shall be compensated for accumulated sick leave as follows:

a. Ten years or more of service, unused sick leave shall be paid at one-third day's pay for each day accumulated at the time of retirement.

b. Twenty-five years or more of service, unused sick leave shall be paid at one-half day's pay for each day accumulated at the time of retirement.

All 12-month employees shall be entitled to accumulate sick leave at the rate of one day per month.

R E S O L U T I O N #13-87

WHEREAS, it is the desire of the Board of Education of the Borough of Lawnside to grant additional leave of absence days to full-time non-instructional personnel in the district should a death occur in an employee's family;

THEREFORE BE IT RESOLVED that the following replace P6-7.3b. of the Lawnside School Code:

- b. Death. A full time employee shall be entitled to five days paid leave upon the death of a legal spouse, natural or legally adopted child, mother or father; two days upon the death of a brother or sister; and one day upon the death of an in-law, grandparent or grandchild.

LAWNSIDE SCHOOL SERVICE PERSONNEL ASSOCIATION

BY:

Janet Wright
President
Northy Timmers
Secretary

BOARD OF EDUCATION FOR THE BOROUGH OF LAWNSIDE

BY:

J. Bryan
President
Theresa Jutt
Secretary

1991-92 SALARY GUIDES

<u>STEP</u>	<u>AIDES</u>	<u>CAFETERIA WORKERS</u>	<u>CLERK TYPISTS</u>	<u>JANITORS</u>	<u>SECRETARIES</u>
1	\$ 7,935	\$ 8,126	\$ 9,208	\$12,262	\$11,105
2	8,240	8,438	9,562	12,733	11,532
3	8,587	8,790	9,965	13,269	12,017
4	8,951	9,162	10,386	13,830	12,527
5	9,328	9,548	10,825	14,415	13,057
6	9,677	9,906	11,232	14,956	13,546
7	10,225	10,466	11,867	15,804	14,312
8	10,545	10,795	12,242	16,299	14,765
9	10,879	11,136	12,630	16,813	15,228
10	11,284	11,552	13,099	17,441	15,798
11	11,863	12,128	13,714	18,092	16,456
12	12,525	12,790	14,374	18,755	17,119

Any full time aide that has 60 college credits and a current substitute certificate shall receive a \$500.00 stipend each year.

1992-93 SALARY GUIDES

<u>STEP</u>	<u>AIDES</u>	<u>CAFETERIA WORKERS</u>	<u>CLERK TYPISTS</u>	<u>JANITORS</u>	<u>SECRETARIES</u>
1	\$ 8,252	\$ 8,451	\$ 9,576	\$12,752	\$11,549
2	8,570	8,776	9,945	13,243	11,993
3	8,899	9,113	10,327	13,752	12,455
4	9,274	9,493	10,762	14,331	12,978
5	9,667	9,895	11,217	14,936	13,529
6	10,074	10,312	11,691	15,568	14,102
7	10,451	10,698	12,131	16,152	14,630
8	11,043	11,303	12,816	17,068	15,457
9	11,389	11,659	13,221	17,603	15,946
10	11,749	12,027	13,640	18,158	16,446
11	12,187	12,476	14,147	18,836	17,062
12	12,812	13,098	14,811	19,539	17,772

Any full time aide that has 60 college credits and a current substitute certificate shall receive a \$500.00 stipend each year.

OFFGUIDE SALARIES

	<u>1991-92</u>	<u>1992-93</u>
Annie Buie	\$16,767	\$18,108
Warren Chew	***	13,527
Sumiko Dean	18,091	19,538
Barbara Fisher	***	13,527
Dorothy Timmons	23,084	24,931

LAWNSIDE SCHOOL SERVICE
PERSONNEL ASSOCIATION

BY: Barbara Fisher
President
Dorothy Timmons
Secretary

BOARD OF EDUCATION FOR THE
BOROUGH OF LAWNSIDE

BY: H. Bryan
President
Theresa Jett
Secretary