AGREEMENT BY AND BETWEEN THE

4-3064

CENTRAL REGIONAL BOARD OF EDUCATION

AND

THE

CENTRAL REGIONAL EDUCATIONAL SUPPORT STAFF LOCAL #1

EFFECTIVE

 χ July 1, 1986 to June 30, 1988

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This Agreement is entered into this day of July 1, 1986, by and between the Central Regional Board of Education, hereinafter referred to as the "Board" and the Central Regional Education Support Staff Local #1, hereinafter referred to as the "Association".

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the majority representative and thereby as the exclusive representative for collective negotiations concerning the terms and conditions of employment, as permitted by law, or regularly employed full-time personnel in the following designated positions:
 - Maintenance Technician, General Maintenance, and Security, but excluding any and all management, supervisory or confidential employees.
- B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as above defined.

ARTICLE II

Grievance Procedure

A. Definitions

- 1. Grievance A "grievance" shall mean a complaint by employee(s) or representative(s) of employees arising out of an alleged misapplication or misinterpretation or violation of this Agreement.
- 2. Aggrieved Person An "aggrieved person" is the person or persons or the Association making the claim.

6. Level Two - Board Secretary

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within five (5) school days, the grievance may be filed (in writing) directly or through the Association's designated representative, with the Board Secretary.
- b. Within six (6) school days after receipt of the position of the aggrieved person or the Association, the Board Secretary shall schedule and hold a hearing for the purpose of allowing the Association to submit appropriate evidence.
- c. Within six (6) school days after the conclusion of the hearing, the Board Secretary shall issue a decision, in writing, setting forth his findings of fact, reasoning and conclusions on the issues submitted to him.

7. Level Three - Superintendent of Schools

- a. If the decision rendered by the Board Secretary is adverse to the aggrieved, the Association may, within six (6) school days after the decision has been rendered, or within twelve (12) school days after the position of the Association was received by the Board Secretary, appeal (in writing) to the Superintendent of Schools.
- b. Within ten (10) school days, after receipt of the position of the aggrieved person or the Association, the Superintendent of Schools shall schedule and hold a hearing for the purpose of allowing the Association to submit appropriate evidence.
- c. Within six (6) school days after the conclusion of the hearing, the Superintendent of Schools shall issue a decision, in writing, setting forth his findings of fact, reasoning and conclusions on the issues submitted to him.

D. Uniforms

- 1. The Board agrees to purchase for each employee for each year of this contract the following:
 - a. Two (2) summer unifoms (pants and shirts)
 - b. Two (2) winter uniforms (pants and shirts)
- 2. The Board agrees to purchase a maximum of three (3) sets of foul weather gear consisting of pants and jackets. This gear will be stored in the office of the Line Supervisor.
- 3. The Board agrees to purchase a maximum of three (3) windbreakers for use by the district's Security personnel. The jackets will be stored in the office of the Line Supervisor at the end of each shift.
- 4. Summer uniforms provided prior to Memorial Day; winter uniforms provided prior to October 15th.

E. Educational Incentive Program

The purpose of the Educational Incentive Program is to encourage salary advancement through specialized job related study.

- 1. The Board reserves the right to approve all courses selected prior to the employee beginning the course of study.
- 2. Application should be made to the district's Board Secretary.
 - a. The approved request is then forwarded to the Superintendent of Schools for presentation to the Board of Education.
- 3. Upon receipt of written certification of satisfactory completion, the employee would be entitlted to a two hundred dollar (\$200.00) annual stipend.

Said employees who are absent due to personal disability as a result of illness or injury shall be entitled to full pay for each day of such absence up to the number of days accumulated.

A doctor's certification of such illness or injury may be required upon return from leave; however, in a case when such leave is three (3) consecutive days or more, a doctor's certification shall be required.

An employee starting employment after the beginning of the fiscal year shall receive a pro rata amount of sick leave credit based upon the length of the employment contract. An employee who is employed on a part-time basis shall receive a pro rata amount of sick leave based upon a ratio of credit received by full-time employees and amount of time spent on the job.

Employees covered under this contract shall be eligible for retirement credit for unused sick days, contingent upon the following conditions:

- 1. Said employee must have at least ten (10) consecutive years of service with the district.
- 2. Said employee must give written notice to the Superintendent of Schools of his request for retirement setting forth the requested date of retirement and his claim for credit for unused sick days. Said written notice must be received no later than October 31st preceding the June retiring date.
- 3. The effective date for written notice may be waived in case of an emergency, with approval of the Superintendent of Schools and at the sole discretion of the Board of Education.

ARTICLE VII

Vacation Benefit

- A. All regular employees covered by this Agreement shall be entitled to vacation with full pay pursuant to the following schedule:

 - * 1 through 3 completed years of consecutive employment in the school district 2 weeks

 - * 10 or more completed years of consecutive employment in-the school district 4 weeks
 - * This vacation schedule became effective July 1, 1979.
- B. Vacation scheduling shall be mutually agreed between the employee and
 --appropriate administrative agent of the Board. Seniority in the school
 district shall be the basis on which any conflict concerning vacation
 scheduling is resolved.
- C. All vacation shall be utilized by employees covered by this Agreement either in the fiscal year that it accrues, or within the fiscal year immediately following.
- D. Upon severance in good standing from the school district, an employee covered by this Agreement shall receive payment at the regular rate, less deductions, for all accumulated unused vacation benefits.

ARTICLE VIII

Holiday Benefits

A. Employees covered by this Agreement shall be entitled to the following paid holidays plus two (2) additional paid holidays to be designated by the Superintendent of Schools prior to start of each contract year:

3. Con'd

year immediately preceding the expiration date of this Agreement. Thereafter, the parties shall meet from time to time as may be mutually agreed upon in a good faith effort to reach contractual agreement pursuant to the rules and regulations of the Employer-Employee Relations Act of New Jersey.

ARTICLE XI

Fully Bargained Clause

This Agreement incorporates and embodies the complete and final understanding of both parties on all issues that were the subject of negotiations.

ARTICLE XII

Work Schedule, Overtime, Transfer and Promotion, Severance

- A. Employees covered by this Agreement shall work a minimum of five (5) consecutive eight (8) hour days with one-half $(\frac{1}{2})$ hour for lunch with two (2) consecutive days off.
- B. Employees covered by this Agreement shall be entitled to two (2) fifteen

 (15) minute coffee breaks each day, which shall become standardized upon

 mutual agreement by the employees and their immediate superior.
- C. Overtime shall be paid at the rate of one and one half (1½) times the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. For the purpose of determining the forty (40) hours, the following shall count as regular work days:
 Holidays, paid sick leave days, and other temporary leave days specified in Article VI of this Agreement.

I. Mandatory On-Call Program (Con'd)

listed in order of semiority and rotated respectively following each call. Failure to respond on the part of any staff member shall be considered just cause for administrative disciplinary action as deemed appropriate. The rosters will be conspiciously posted on the maintenance office bulletin board for all to monitor on a regular daily basis.

ARTICLE XIII

Employee-Employer Responsibility

- A. The Association and its members recognize certain obligations both morally and legally. Consonant with these obligations, the Association and its members agree to lend no support to or sanction any job action or work stoppage during the term of this Agreement.
- B. The Board agrees to neither conduct nor sanction a "lockout" of employees.

ARTICLE XIV

Management Rights

Except as herein limited by the terms of the Agraement, the Board reserves the right in all respects to manage its business, operations and affairs; including but not limited to the right to hire, discharge, promote, denote and transfer, assign and direct the working force and to change, combine, establish or discontinue jobs or operations. The Board's not exercising any right hereby reserved to it, or it exercising any right in a particular way, shall not be deemed a waiver of any such right or preclude the Board from exercising its authority in some other manner so long as it is not in conflict with the express terms of this Agraement.

ARTICLE XVII

Execution of Agreement

IN WITNESS WHEREOF, the respective parties hereto have caused this AGREEMENT to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year indicated.

CENTRAL REGIONAL EDUCATION SUPPORT STAFF LOCAL #1

By: President, Education Support Staff Local #1

ated: July 16, 198

By: Secretary, Education Support
Staff Local #1

Dated: July 16, 1986

CENTRAL REGIONAL BOARD OF EDUCATION

By: President Board of Education

Dated: 7/24/86

By: Secretary, Board of Education

Dated: 7/24/86

CENTRAL REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION-Bayville, New Jersey

SALARY SCHEDULE - CUSTODIAL, MAINTENANCE, SECURITY DEPARTMENTS

| <u>Employee</u> | 85-86 Salary_ | 86-87 Salary | 87-88 Salary |
|------------------|------------------|-----------------|-----------------|
| Ed Brown | \$ 14,995.00 | \$ 16,194.60 | \$ 17,490.16 |
| Gerry Maguire | 13,245.00 | 14,304.60 | 15,448.96 |
| Joseph Marinaro | 11,080.00 | 11,966.40 | 12,923.71 |
| Norman Peters | 15,778.00 | 17,040.24 | 18,403.45 |
| Mildred Brown | 14,995.00 | 16,194.60 | 17,490.16 |
| Bob Oese | 13,829.00 | 14,935.32 | 16,130.14 |
| Mike Blasko | 11,636.00 | 12,566.88 | 13,572.23 |
| Dorothy Albanese | 9,840.00 | 10,627.20 | 11,477.37 |
| Phyllis Mansius | 9,840.00 | 10,627.20 | 11,477.37 |
| Francis Zajac | 9,840.00 | 10,627.20 | 11,477.37 |
| Dave Fritzinger | 9,400.00 | 10,152.00 | 10,964.16 |
| Denise Blasko | 9,400.00 | 10,152.00 | 10,964.16 |
| Bob O'Rourke | 9,400.00 | 10-, 152.00 | 10,964.16 |
| Lenin Simicich | 9,400.00 | 10,152.00 | 10,964.16 |
| John Palumbo | 13,829.00 | 14,935.32 | 16,130.14 |
| Paul Ditton | 12,000.00 | 12,960.00 | 13,996.80 |
| George Sweeney | 13,245.00 | 14,304.60 | 15,448.96 |
| William Moeller | 13,829.00 | 14,935.32 | 16,130.14 |
| Harold Taynor | 13,945.00 | 15,060.60 | 16,265.44 |
| Bill Smith | 13,945.00 | 15,060.60 | 16,265.44 |
| Kosty Captoni | 14,762.00 | 15,942.96 | 17,218.39 |