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CONTENTS OF AGREEMENT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF EDUCATION  
RIVERSIDE TOWNSHIP  
BURLINGTON COUNTY, NEW JERSEY

AND

MAINTENANCE AND CUSTODIAL STAFF  
OF  
THE RIVERSIDE EDUCATION ASSOCIATION

JULY 1, 1991 - JUNE 30, 1992

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CONTENTS OF AGREEMENT  
FOR  
MAINTENANCE AND CUSTODIAL STAFF

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JULY 1, 1991 - JUNE 30, 1992

PREAMBLE

This Agreement entered into September 1, 1991, between the Board of Education of Riverside Township, Burlington County, New Jersey, hereinafter called the "Board" and the Riverside Education Association, hereinafter called the "Association".

Article I  
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all maintenance and custodial personnel, full or part time.

B. Job Descriptions for recognized positions shown above are set forth in total and made a part of the Agreement by reference.

C. Unless otherwise specified in this Agreement, the personnel included in this unit described above shall herein be referred to as employees.

Article II  
NEGOTIATION PROCEDURE

A. The parties agree to enter into collective bargaining negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employee employment. Negotiations shall begin no later than December 3rd of the calendar year preceding the calendar year in which this agreement expires.

B. During negotiations, the Board and the Association shall exchange points of view and make proposals and counterproposals.

C. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall 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 executed this Agreement.

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

Article III  
GRIEVANCE PROCEDURE

A. Definition

1. A "Grievance" is a claim by an employee or a group of employees based upon the interpretation, application, or violation of the Agreement, policies or administrative decisions and practices affecting a employee or group of employees.
2. A grievance to be considered under this procedure must be initiated by the employee or group of employees within thirty (30) calendar days from the time the action is taken which gives rise to the claim.
3. An aggrieved person is the person or persons or the Association making the claim.

B. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. Any employee who has a grievance shall discuss it first with his principal or immediate superior an attempt to resolve the matter informally at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within six (6) working days, he shall set forth his grievance, in writing to the immediate supervisor specifying:
  - a. The nature of the grievance.
  - b. The results of the previous discussions.
  - c. His dissatisfaction with decisions previously rendered.

- d. Working days are Monday through Friday. The immediate supervisor shall communicate his decision to the aggrieved and his representative, in writing, within six (6) working days of receipt of the written grievance.
4. The employee, no later than six (6) working days after receipt of the supervisor's decision, may appeal the immediate supervisor's decision, in writing, to the superintendent of schools. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days after the receipt of the grievance. The superintendent shall communicate his decision in writing to the employee, his representative, and the immediate supervisor.
  5. If the grievance is not resolved to the employee's satisfaction, he, or they, no later than six (6) working days after receipt of the superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and render a decision, in writing within thirty (30) calendar days of receipt of the grievance by the Board.
  6. If the decision of the Board does not resolve the grievance to the satisfaction of the Association, and the Association wishes review by an arbitrator, the Association shall notify the Board through the Superintendent within ten (10) days of receipt of the Board's decision. Grievances may be submitted to arbitration.
- C. The following procedure will be used to secure the services of an arbitrator:
1. A request by the Association will be made to the American Arbitration Association (A.A.A.) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

2. If the parties, within five (5) working days, are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the A.A.A. to submit a second roster of names.
3. If the parties are unable to determine within six (6) working days of the receipt of the second list, a mutually satisfactory arbitrator, the A.A.A. may be requested by letter by either party to designate an arbitrator.
4. The arbitrator so selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall issue his decision not later than twenty (20) days from the date of the close of hearings.
5. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties.
6. The recommendations of the arbitrator shall be binding, except when the grievance involves a violation of policies or administrative decisions, in which instances the recommendations of the arbitrator shall be advisory only.
7. The costs for the services of the arbitrator and the administrative costs of the American Arbitration Association shall be divided equally between the parties.
8. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at this level. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.



Article IV  
EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions or employment by reason of his membership in the Association, and its affiliates, in collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Laws.

C. Whenever any employee is required to appear before the Board or any committee of the Board, or at the Board's request, concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

D. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

E. Any question or criticism by a supervisor, administrator, or Board member of a employee's performance on the job shall be made in confidence and not in the presence of students, parents, or other public gatherings.

Article V  
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association in response to reasonable requests from time to time that information which is in public domain.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- C. The Association and its representatives may have the right to use the school buildings at all reasonable hours for meetings. The Superintendent of the building in question shall be notified in advance of the time and place of all such meetings and may grant approval for its use.
- D. The Association may have the right to use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use and with prior approval of the Superintendent.
- E. The Association may purchase for its own use expendable office supplies and other materials from the Board's supplies at the price paid by the Board.
- F. The Association shall have the exclusive use of a bulletin board in each faculty lounge and employees' dining room. Consideration shall be given for Association notices to be posted in the central office on a bulletin board.
- G. The Association may use inter-school mail facilities and school mail boxes with prior approval of the building principal.

H. All orientation programs for new employees may be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs.

I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other employee organizations.

J. The Board of Education, when necessary, will instruct the Superintendent to make the necessary time arrangements for the Board and the Association personnel to transact business at hand.

K. The Board shall provide two (2) duty-free periods each week for the REA President to permit conference with the Board Representative, to communicate with the administrators and to do any research work as long as it does not interfere with the educational process or with any employee while on duty. Said time shall be in addition to regular lunch time as provided in this Agreement. Additional time may be requested in writing by the president of the REA for conducting Association business. The request shall be made to the Superintendent and he may grant the additional time at his discretion.

Article VI  
WORK SCHEDULE

A. Daily Work Hours:

1. Schedule Posting - Work schedules showing the employees' shifts, work days, and hours shall be posted.

2. Workshift - Day working hours are from 7:00 AM to 3:30 PM, Monday to Friday. A lunch period of thirty (30) minutes is authorized. This regulation applies to evening employees on the days they are performing "daytime" duties. The work day for evening custodians shall consist of an eight (8) hour day beginning at 3:00 PM to 11:00 PM and 11:00 PM to 7:00 AM. A thirty (30) minute lunch period is authorized. Whenever school is not in session, the work day during the summer may be reduced by one hour due to unbearable heat and/or humidity at the discretion of the Superintendent and/or the Supervisor if the Superintendent is unavailable. Changes to an employee's working hours shall be by mutual agreement whenever possible. Any involuntary change shall be subject to the provisions of Article III and Article XIV of this agreement.

3. Coffee Breaks - One (1) uninterrupted period of twenty (20) minutes each day during the school year when students are present, and two (2) uninterrupted periods of fifteen (15) minutes each day at all other times. The time(s) should be mutually agreed upon by the employee and immediate supervisor - preferably from 9:00 a.m. to 9:20 a.m. during the school year and from 9:00 a.m. to 9:15 a.m. and from 2:00 p.m. at all other times. Breaks from 3-11 and 11-7 will be at a set time mutually agreed upon by all employees and the supervisor. On a rotating basis, when an employee on break is needed to handle an emergency, the time missed will be made up as soon as the emergency is handled.

4. Clean-up Period - Employees shall be granted a five (5) minute period prior to the end of the workshift in which to put away equipment and supplies and for the purpose of personal clean-up. Where men are involved in a difficult and "dirty" job, the supervisor may allow more time.

5. Procedure for Change in Employee Work Shift/Area:

a. The Superintendent shall deliver to the Association and post a list of known vacancies as they occur.

b. Employees who desire a change in work shift/area may file a written statement of such desire with the Superintendent. Such statement shall include the work shifts/areas which the employee desires in order of preference. Such requests shall be submitted no later than three (3) days after posting.

c. The wishes of current employees for a change in work shift/area shall be honored before any vacancy is filled. If more than one employee has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of seniority.

**B. Call Time and Overtime:**

1. Eight (8) continuous hours, except for lunch periods, shall constitute a day's work and forty (40) hours shall constitute a week's work, made up of five consecutive days worked between Monday and Friday.

2. Time and one-half shall be paid for all hours or portions of hours in any one day and for all hours or portions of hours worked in excess of forty (40) hours in any one week.

3. The Board shall have the right to expect its employees to work overtime that is necessary to conduct its business providing the employee is physically able to work such overtime and that it is not excessive or unreasonable.

On a daily basis, if overtime is necessary and a reasonable notice is not given to an employee, he will have the right to refuse. Whenever possible, the Supervisor shall post a notice on the Thursday preceding Saturday, when it is necessary to schedule overtime.

4. In the event an employee is called back to work after leaving school at the end of his regular shift, he shall be guaranteed a minimum of two (2) hours pay at the appropriate overtime rate.

Employees shall be guaranteed a minimum of four (4) hours pay at the appropriate overtime rate when these overtime assignments occur between midnight and six AM.

5. Sundays and Holidays will be double time. The basic hourly rate will be determined by dividing the annual salary by 2080 hours.

6. All overtime on a particular type of work shall be distributed equally among employees engaged in doing that type of work. Clean-up assignments following each overtime assignment, which do not require a black seal license, shall be handled in a separate rotation system. To insure equal distribution on a shift basis, a rotation system will be established by shifts and accurate records kept and made available to the Association.

7. Overtime Rotation Procedures:

a. The list always starts with the next man after the last worked overtime. An interested employee has the day the list is posted and one additional day to sign-up for overtime/clean-up assignment.

b. If no one wants to work, then the overtime or clean-up assignment goes to the man with the least amount of overtime or clean-up assignment hours. At the beginning of each (school/work) year, if no one wants to work the first overtime/clean-up assignment, the assignment shall go to the employee with the least amount to hours from the previous year. All subsequent assignments shall be rotated based on the hours worked that particular year.

c. The only exception to this is in the case of an emergency situation without enough notice.

8. Notification of overtime and clean-up work will be made as far in advance as possible.

C. Vacation Schedule:

1. All vacation time must be used during the year. Unused vacation time will not be accrued from the previous year. The time will be lost if not used.

2. Vacation will be granted to regular twelve (12) month employees if employed prior to January 1st of any fiscal year. Employees hired after January 1st will receive a prorated amount of one-half vacation day for each month worked up to a maximum of five (5) days.

3. Weeks of vacation do not have to be taken consecutively and may be used a day at a time.
4. Vacation eligibility shall be determined as of July 1st of each year.
5. Vacation times 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.

6. Employees shall be eligible for vacations on the following basis:

- a. Hired before January 1st = 1 week  
(Hired after January 1st - refer to #2 above.)
- b. After one (1) year of employment = 2 weeks
- c. After eight (8) years of employment = 3 weeks
- d. After fourteen (14) years of employment = 4 weeks

D. Holiday Schedule:

1. Scheduled holidays are:

- a. July 4th
- b. Labor Day
- c. Columbus Day
- d. Thanksgiving Day
- e. Day after Thanksgiving
- f. Christmas Eve Day
- g. Christmas Day
- h. New Year's Eve Day
- i. New Year's Day
- j. Martin Luther King Day
- k. President's Day
- l. Good Friday
- m. Easter Monday
- n. Memorial Day

2. If Christmas Day and New Year's Day fall on a Saturday, Friday is the day off. If Christmas Day and New Year's Day fall on a Sunday, Monday is the day off.

3. If Christmas Eve falls on a Saturday or Sunday, the following Tuesday will be granted as a holiday. If New Year's Eve falls on a Saturday or Sunday, the previous Friday will be granted as a holiday. In the case of an emergency when the building must be opened for an event, employee(s) who volunteer to work one of these holidays shall be granted another holiday that week as compensation for the day worked. If no one volunteers, the employee(s) with the lowest amount of overtime shall be assigned.

4. Two floating holidays shall be granted whenever students are not in school. These holidays shall be treated like vacation days (Art. VI, Sec. C).

**E. Notification of Absence:**

1. All "daytime" workers unable to report for duty shall notify their supervisor at home prior to 11:00 PM. If illness occurs after 11:00 PM, call the supervisor's office at 7:00 AM. All night shift workers should notify their supervisors at least four (4) hours prior to the time of reporting for duty.

2. All employees of the bargaining unit must work the day before and the day after a paid holiday in order to receive holiday pay except in the case of illness. A doctor's certificate shall be requested if sick days are taken on these days.

**F. Resignation:**

1. An employee who is resigning from his position shall be required to give thirty (30) days notice.

2. Vacation pay will be on a pro-rated basis.

6. The Board of Education shall investigate the feasibility of providing substitutes when custodians are absent during the time period 1987-1988 of this agreement, and if feasible, provide substitutes in the second year, 1988-1989, of this agreement.



**Article VII  
SENIORITY**

A. Seniority shall be based upon an employee's service in the district as calculated for tenure purposes. The Board shall maintain a seniority list of employees, copies of which shall be made available to the Association. Such list shall be updated quarterly.

B. In the event that a reduction in force should occur, that involves employees, the reduction for employees shall be based upon seniority, provided that said employee may be permitted to bump into a lower classification, if they possess the requisite qualifications and ability to perform the functions of the job to which they desire to bump into and further that no one shall be permitted to bump into a higher classification.

C. In the event that the Board determines to recall any employees who have been reduced in force, said recall shall be on the basis of the employee with the greatest seniority who has held a job within the classification in which the opening exists, or who held a higher classification immediately prior to being reduced in force and has the requisite qualifications and ability to perform the job.

D. In the event of a reduction in force, an employee will have a two year period "recall privilege." The employee will be notified by registered letter. Return receipt will be requested.

**E. Non-Certificated Job Security;**

1. After completion of two (2) months 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, following written notice of such reasons.

Article VIII  
PERSONNEL FILE

A. Official employee files shall be maintained in accordance with the following procedure:

1. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, or performances.

2. A employee shall have the right, upon request, to review the contents of his personnel file at least once a year. A employee shall be entitled to have a representative of the Association accompany the employee during such review.

B. No material derogatory to a employee's conduct, service, character or personality shall be placed in his personnel file unless 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 express understanding that such signature merely signifies that he has read the material to be filed.

C. The Board agrees to protect the confidentiality of personal references, and it shall not establish any separate personnel file which is not available for the employee's inspection.

Article IX  
PROTECTION OF EMPLOYEE

A. Any employee who believes he is working under unsafe or hazardous conditions or is performing tasks which endanger his health, safety, or well-being may institute a grievance.

B. When absence arises out of or from assault or injury, while acting in discharge of his duties, the employee shall not forfeit any sick leave or personal leave.

C. Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate superior.

1. Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the employee for information in the possession of the superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

D. If criminal or civil proceedings are brought against a employee alleging that he committed an assault in connection with his employment; such employee may request the Board to furnish legal counsel to defend him in such proceedings. If the employee is found guilty of the charges, he must reimburse the Board for legal fees. If the Board does not provide such counsel and the employee prevails in the proceedings, then the Board shall reimburse the employee for reasonable counsel fees incurred by him in his own defense.

E. The Board shall reimburse employees for any loss, damage, or destruction of clothing or personal property on the person of the employee while on duty in the school, on the school premises, or on a school sponsored activity if such loss results from assault.

Article X  
DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employees dues for the Riverside Education Association, The Burlington County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52: 14-15, 9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by Riverside Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

C. The Board agrees to deduct from employees' salaries money for Burlington County Employees Credit Union, U.S. Savings Bonds and sheltered annuity, as said employees individually and voluntarily authorize.

D. Once the monies mentioned above are turned over to the Board, the Board is absolved of all responsibility of this money.

Article XI  
TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1987-1988 school year, employees shall be entitled to the following temporary non-cumulative leaves of absence with full pay during the school year:
1. For death in the employee's immediate family (parent, husband, wife, child, brother, sister, mother-in-law, father-in-law, grandchild, son-in-law, daughter-in-law, grandparents,) not to exceed five (5) calendar days in any one instance.
  2. For death in the employee's non-immediate family, (nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law) not to exceed the day of the funeral, unless with the approval of the Superintendent of Schools.
  3. Court Order Absence by reason of subpoena by any court, providing the employee is not a party to a suit, and upon the presentation of proper written evidence to the Superintendent.
  4. Two (2) days leave of absence will be granted for personal business such as legal transactions or family matters which cannot be cared for during non-school hours. An additional day may be granted at the discretion of the Superintendent when he deems the reasons for the absence is justified. When an employee requests two consecutive days leave of absence, a reason must be given for the absence. Application to the employee's supervisor for such leave shall be made at least five (5) school days before taking such leave. When application is made on less than five (5) school days notice, and prior to or immediately after a scheduled vacation or legal holiday, the approval of the Superintendent must also be obtained. When these two (2) days are not used at the end of the year, these (2) days will be credited to the accumulative sick leave. When one (1) of the personal days are not used at the end of the year, one (1) day will be credited to the accumulative sick leave.

5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid consistent with R.D. 38:23-1 and R.S. 38A: 4-4.

6. At least one (1) day for physical examination related to service induction.

7. Maternity leave

a. Maternity leave shall commence and terminate on the day requested by the employee.

b. Any employee requesting Maternity Leave may at her discretion use all or any part of her accumulated sick leave, during the period of such absence, provided a medical certificate is received certifying her illness due to maternity.

c. Any employee granted Maternity Leave or leave for adoption shall at her request be restored to a position in her area.

d. No employee shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse of specific duration between childbirth and the desired date of return.

e. The Board may remove any employee from her duties during pregnancy if the employee cannot produce a certificate from her physician stating her pregnancy does not result in her being medically able to perform

f. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et. seq. The Law against Discrimination, nor in violation of the Constitution of the State of New Jersey and the United States.

- g. Any employee who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated sick leave with pay during the period of absence.
  - 8. Any employee adopting an infant shall at her request, by giving thirty (30) calendar days notice to Administration, receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirement for adoption.
  - 9. Other leaves of absence with or without pay may be granted by the Superintendent for good reason. The Superintendent will make the decision for a maximum of thirty (30) days leave of absence; all others must be submitted to the Board for approval.
  - 10. Child-Rearing Leave pursuant to Laws of the State of New Jersey.
- B. Leaves taken pursuant to Article XI shall be in addition to any sick leave to which the employee is entitled.

Article XII  
SICK LEAVE AND RETIREMENT

- A. Twelve (12) Month Employees covered by this contract who have less than ten (10) years of service in the Riverside School System shall be paid for twelve (12) days on which they are sick. Within each school year unused sick days will be accumulated and applied to subsequent years.
- B. Twelve (12) Month Employees covered by this contract and who have ten (10) or more years of service in the Riverside School System shall be paid for thirteen (13) days on which they are sick within each school year.
- C. Upon request to the Superintendent, employees shall be given a written account of accumulated sick leave no later than October 1, of each school year.
- D. Any employee retiring from the district at age fifty-five (55) or after seven (7) years of service in the district will receive the following amounts listed below per accumulated sick days up to a limit of one hundred (100) days.  
1991 - 1992 - \$21.50/day
- E. Death Clause:  
In the case of death of an employee who has accumulated sick leave, his or her estate shall be compensated at the current daily rate for each unused sick leave day up to the current maximum in payments that are in compliance with the guidelines of this contract.



Article XIII

SALARIES

- A. The salary of Maintenance personnel covered by this Agreement is set forth in Schedule "A"; the salaries of Custodial personnel is set forth in Schedule "B"; which are attached hereto and made a part thereof.
- B. Each employee shall be paid on alternate Fridays.
- C. When a pay day falls on or during a school holiday or vacation, employees shall receive their pay checks on the last previous working day.

Article XIV  
MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give full force and effect as Board policy.
- C. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any employee benefit existing prior to its effective date.
- D. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- E. Copies of this Agreement shall be printed at the expense shared by the Board and the Association on a mutually agreed format within thirty (30) days after the Agreement is signed. Copies shall be made available to the Association.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association:

Riverside Board of Education  
Riverside High School  
Washington Street  
Riverside, NJ 08075

2. If by Board:

Riverside Education Association  
Riverside High School  
Washington Street  
Riverside, NJ 08075

G. The Superintendent or his designee shall meet with the Association at least once annually for the purpose of discussing matters of concern to the employees and supervisors. The date of this meeting to be mutually agreed upon by both parties.

Article XV  
INSURANCE PROTECTION

- A. State Plan Health-Care Coverage:** As of the beginning of the 1987-88 school year, the Board shall provide the health-care insurance protection designated. The Board shall pay the full premium for each employee plus in cases where appropriate 100% of full family-plan insurance coverage.
- B.** The Board of Education will provide 100% of a Prescription Program Plan (Full Family Coverage).
- C. Rate Increase** - it is understood by the Riverside Board of Education and the Riverside Education Association that any increase in premium for the existing coverage shall be borne by the Riverside Board of Education.
- D.** Option to continue school (group) health benefits plan, paid for by the individual leaving the system, after ten (10) years service in Riverside.
- E.** The Board will provide a Dental Program for employees covered by this contract that will include full family coverage.
- F.** If an employee has waived his Blue Cross, Blue Shield, Major Medical coverage and has not re-enrolled in the open enrollment period for a particular year, he shall be paid 33 1/3% of the Blue Cross, Blue Shield, Major Medical premium made on June 30th annually.
- a.** Where an employee is eligible for full-family or husband/wife coverage under **A** above, or any employee under **B** and **E** above, and elects to take no coverage for one year, the employee shall receive the above payment (Section F) in lieu of coverage or be able to apply this payment towards improving another benefit such as Washington National.
  - b.** Forms will be distributed to all staff by April 1st. Forms must be returned by May 1st.

c. Any employee who elects not to take such insurance may re-enroll at the open enrollment period. Employees may, in certain circumstances, be allowed to re-enter the plan at other times subject to carrier determination. If re-enrollment for current year is prior to June 30th, there shall be no payment under Section E above.

d. The provisions of Section F specifically expire on June 30, 1992

Article XVI  
REDUCTION IN FORCE

- A. During the term of this contract there shall be no reduction of personnel except for good cause, reduction in finances and reduction in student enrollment, or as a result of a different method of performing the vacated job, and then only in conformity with this Agreement and with the Statutes of the State.
- B. If a reduction in personnel is being considered, the Board shall notify and consult with the Association as soon as practical but not later than April 30th of the year in which the reduction is to take place. The Board shall state to the Association the reasons for determining that a reduction of staff is deemed necessary.
- C. Leaves of absence without pay shall automatically be granted to all teaching staff affected by a reduction. These leaves of absence shall not prohibit the teachers from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the employee. A tenure employee may elect to take and will be granted leave of absence without pay during the staff reduction irrespective of his position or the seniority list. Such leave shall be in effect for one (1) year.
- D. During said leave of absence, the employee shall receive no insurance benefits at Board expense. Provisions will be made where possible that employees may continue, at their own expense, the insurance coverage at the group rate.
- E. During said leave of absence, the employee's seniority shall remain unbroken despite such leave, and his accumulated sick leave shall not be canceled but shall remain credited to him pending his return to employment in this district within the procedure outlined in Paragraph H, Section 1 of this Article.
- F. The fact that a employee is placed on leave of absence for the purpose of staff reduction shall not result in the loss of status or credit for previous years of service. Upon return to the district, he shall assume the step position on the salary schedule which he would have held had he been actively employed in the district to a maximum of one (1) year's credit.

G. Reduction of personnel who are represented by the bargaining unit shall be made according to the following:

1. Seniority for the purpose of this article shall be defined as non-terminated years of employment in the district. Leaves of absence shall be subject to the provisions in Article XIII of this Agreement.
2. A seniority list shall be prepared by the Board and presented to the association (which includes all present bargaining unit personnel) sixty (60) days prior to the anticipated reduction.
3. It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individual employees to be laid off. In the event of a disagreement concerning the layoff list, the Association shall have the right to meet with the Superintendent prior to notification of the individual employees and prior to the notification deadline.

H. Recall - Employees shall be recalled in inverse order of layoff for position openings for which they are classified where appropriate and qualified in accordance with the following:

1. If a position exists within the district for which the employee is classified where appropriate pursuant to this Agreement, the employee shall be notified by certified mail. Within ten (10) days of the receipt of written offer to return to employment, the employee shall accept the position by replying in writing or it shall be determined that he has declined the position. If a employee accepts the position he is offered, he shall be have twenty (20) work days from receipt of the offer to return to work.
2. All employees in layoff and the Association shall be notified by certified mail on or before April 1 of their position on the recall list and be given the opportunity to remain on recall for the following school year. The employee shall notify the Superintendent in writing by April 15 of his intent to return to the school district, or his leave shall be terminated.
3. No new staff shall be hired until all staff on leave, in accordance with this Article, have been offered an opportunity in writing to return to active employment.

Article XVII  
REPRESENTATION FEE

- A. If an employee represented by the negotiated bargaining unit does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.
- C. In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Associations membership year immediately following the effective date of the change.
- D. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association, the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph E below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.



E. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

1. Ten (10) days after receipt of the aforesaid list by the Board; or
2. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

F. If an employee who is required to pay a representation fee 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 membership year in question.

G. The Association will notify the Board in writing of any changes in the list provided for in Paragraph D above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives such notice.

H. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. This list will indicate name, job titles and dates of employment for all such employees.

Article XVIII  
DURATION OF AGREEMENT

A. This Agreement shall be effective July 1, 1991, and shall continue in effect until June 30, 1992, subject to the Association's right to negotiate over a successor Agreement.

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

RIVERSIDE TOWNSHIP  
BOARD OF EDUCATION

By: Suzadette Costa, President

Attest: Louis M. Kostant, Secretary

Date: Feb. 20, 1992

RIVERSIDE EDUCATION ASSOCIATION

By: Joseph W. Wellard, President

Attest: Maurice J. Waters, Secretary

Date: Feb. 18, 1992

**SCHEDULE A  
SALARY GUIDE FOR MAINTENANCE STAFF  
TWELVE MONTHS**

Non-Black Seal 1991 - 1992	STEP	Black Seal 1991 - 1992
\$24,913	- 1 -	\$25,513
\$25,713	- 2 -	\$26,213
\$26,513	- 3 -	\$27,113

**A. Longevity**

1. An additional \$100. to be paid after three (3) years service in Riverside Schools on the fourth contract.
2. An additional \$100. to be paid after seven (7) years service in Riverside Schools on the eighth contract.
3. An additional \$200. to be paid after ten (10) years service in Riverside Schools on the eleventh contract.
4. An additional \$300. to be paid after fifteen (15) years service in Riverside Schools on the sixteenth contract.
5. An additional \$300. to be paid after twenty (20) years service in Riverside Schools on the twenty-first contract.

**B.** With respect to employee(s) holding a black seal license, the Board will agree to pay a compensation of six hundred dollars (\$600) to every employee who holds a license in a particular year. This compensation will be paid as salary to each licensed employee in their regular paychecks.

SCHEDULE B  
 SALARY GUIDE FOR CUSTODIANS  
 TWELVE MONTHS

Non-Black Seal 1991 - 1992	STEP	Black Seal 1991 - 1992
\$14,834	- 1 -	\$15,434
\$15,870	- 2 -	\$16,470
\$17,070	- 3 -	\$17,670
\$18,270	- 4 -	\$18,870
\$19,470	- 5 -	\$20,070
\$20,670	- 6 -	\$21,270

A. Longevity

1. An additional \$100. to be paid after three (3) years service in Riverside Schools on the fourth contract.
2. An additional \$100. to be paid after seven (7) years service in Riverside Schools on the eighth contract.
3. An additional \$200. to be paid after ten (10) years service in Riverside Schools on the eleventh contract.
4. An additional \$300. to be paid after fifteen (15) years service in Riverside Schools on the sixteenth contract.
5. An additional \$300. to be paid after twenty (20) years service in Riverside Schools on the twenty-first contract.

B. With respect to employee(s) holding a black seal license, the Board agrees to pay a compensation of six hundred dollars (\$600) to every employee who holds a license in a particular year. This compensation will be paid as salary to each licensed employee in their regular paychecks.