

COLLECTIVE BARGAINING AGREEMENT

Between

EATONTOWN BOARD OF EDUCATION

and

EATONTOWN SUPPORTIVE STAFF ASSOCIATION

LIBRARY
COLLECTIVE BARGAINING AGREEMENT
1989

FEB 1990

RUTGERS UNIVERSITY

Effective July 1, 1989 through June 30, 1991

APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A Professional Corporation
500 Morris Avenue
P.O. Box 329
Springfield, New Jersey 07081
(201) 467-1776

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PREAMBLE

This Agreement entered into this 5th day of February , 1990
by and between the Board of Education and the Borough of
Eatontown, New Jersey, hereinafter called the "Board", and the
Eatontown Supportive Staff, hereinafter called the
"Association", incorporates the articles hereinafter indexed
and further defined.

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the majority representative for collective negotiations concerning terms and conditions of employment for all supportive staff under contract, or on approved leave, in accordance with the New Jersey Employer-Employee Relations Act of 1968. These shall include: maintenance workers, custodians, cafeteria workers, groundskeepers, transportation workers, bus aide, library aide and instructional aides.
- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above excluding the Supervisor of Cafeterias, Head Bus Drivers and part-time employees or substitutes. References to employees shall include male and female employees.

ARTICLE II

Negotiation Procedure

- A. Either party may submit in writing proposals for collective negotiations prior to the date set down under Public Employee Relations Committee rules. Negotiations shall commence no later than 120 days prior to budget submission and ground rules shall be determined by the parties in negotiation at the first meeting.

- B. Any agreement so negotiated shall be reduced to writing and executed by both parties.
- C. This agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

ARTICLE III

Grievance Procedure

A. Definitions

1. A "grievance" is a claim by an employee or the Association that there has been a misinterpretation, misapplication, or violation of the provisions of this agreement, policies and administrative decisions affecting the terms and conditions of employment of an employee or group of employees; however, the term "grievance" and the procedure relative thereto shall not be applied to the following matters:
 - (a) Matters for which a method of review is required either by law or by any rule or regulation of the State Commissioner of Education.
 - (b) Any matter which, according to law, is exclusively within the jurisdiction of the Board.
2. An "aggrieved person" is a person or persons included in the negotiating unit and making the claim.
3. A "party in interest" is a person making the claim, and any person(s) or the Association who might be

required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, differences which may from time to time arise affecting the terms and conditions of employment of employee subject to Paragraph (E)(5) of this Article, and as may be appropriate without disclosure at any level of procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure before the end of the school year, and if left unresolved until the beginning of the following year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced proportionately between the aggrieved person and the Board so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Level One

3. An employee with a grievance shall discuss it first with his/her immediate Superior or Board Secretary, either directly or through the Association's representative, within ten (10) school days of the occurrence of the event, situation or incident which gave rise to the grievance, with the objective of resolving the matter informally at this level. In the event the principal or immediate supervisor decides that the resolution of the grievance is beyond the scope of their authority, they forward such grievance in writing to the Superintendent directly and the processing of such grievance shall proceed to Level Two. In the event that the Superintendent decides that the resolution of the grievance is beyond the scope of his authority, he

shall forward the grievance to the Board of Education and the processing of such a grievance shall proceed to Level Three. Notwithstanding anything to the contrary set forth herein, all grievances concerning Board policy shall be initially filed with the Superintendent who shall forward it to the Board for processing under Level Three.

Level Two

4. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Grievance Chairperson within five (5) school days after the decision at Level One or ten (10) days after the grievance was first presented at Level One, whichever is sooner. Within five (5) school days after receiving the written grievance, but no later than ten (10) days, the Grievance Chairperson shall refer it to the Superintendent of Schools.

Level Three

5. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered with ten (10) school days after the grievance was delivered to the Superintendent,

he may within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Grievance Chairperson submit his grievance to the Board of Education. If the Board of Education fails to resolve the grievance to the satisfaction of the aggrieved within fifteen (15) school days after the receipt thereof, he or she may take the following action, depending on the nature of the grievance:

- (a) Should the grievance relate to an alleged violation, misapplication or misrepresentation of the terms of this contract, then the Board and the Association's Negotiations Committee shall resort to arbitration, and attempt to agree upon a mutually acceptable arbitrator and shall obtain from said arbitrator a commitment to serve. The arbitrator may not be a member or employee of either the Board, the Association, the N.J.E.A., the School Board's Association, or any other member of the Eatontown School system. If the parties are unable to agree upon an arbitrator or obtain a commitment within the period specified, a request for a list of

arbitrators may be made to the American Arbitration Association or the Public Employment Relations Commission, by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association or the Public Employment Relations Commission, respectively in the selections of the arbitrator.

- (1) The arbitrator so selected shall confer with the representatives of the Board and the Negotiations Committee and hold hearings promptly. The arbitrator shall be limited to the issues submitted and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties. His/her decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issue submitted.
- (2) The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The award of the arbitrator shall be submitted to the Board and to the Association and shall be final and binding on all parties.

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(3) The cost of this service of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

b. Should the grievance relate to a complaint of a non-tenured employee which arises by reason of his/her not being re-employed, the grievance shall not be grievable beyond the level of the Board.

D. Rights of Employees to Representation

1. The aggrieved party may be represented at all stages of the grievance procedure by themselves, or, at their option, by a representative of their choice or by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or any members of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance arising out of the same transaction materially affects a

group or class of employees, the Negotiations Committee may submit such grievances in writing to the Superintendent directly and processing of such grievance shall commence at Level Two. The Negotiations Committee may process such a grievance through all the remaining levels of the grievance procedure.

2. Decisions which are rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the Negotiations Committee of the Association. Decisions rendered at Level Three shall be in accordance with Paragraph (C)(5)(a)(1) and (C)(5)(a)(2) of this Article.
3. All written communications transmitted between the aggrieved person(s) or the Association, and either the immediate supervisor, Superintendent or Board of Education will be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. The forms used in filing grievances (supplied by the Association) shall be prepared jointly by the Superintendent and the Association.

5. All meetings and hearings under this 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.

ARTICLE IV

Employee Rights

A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support or refuse to join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental powers 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 of 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to terms or conditions of employment by reason of this membership in the Association and its affiliates, their participation in any legal activities of the Association and its affiliates, collective negotiations with the Board, or their institution of any grievance, complaint or proceeding under this agreement or

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otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee or the Board of Education such rights as they may have under New Jersey School Laws or other applicable laws and regulations.

C. Employee Evaluation. Employees shall be evaluated by their immediate superior at least once in each school year to be followed in each instance by a written evaluation report.

Three copies of each page of the evaluation shall be prepared and submitted to the individual under evaluation within four days of the date of the written evaluation. It is the responsibility of the individual being evaluated to study the evaluation, to sign each page indicating that the page has been read, and return the evaluation with four (4) school days.

Any written comments made by employees concerning the evaluation shall become part of the evaluation and included in their permanent files.

Either party may request a conference to discuss the contents of the evaluation report.

D. Just Cause Provision

No employees shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional

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advantage, or given any 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.

ARTICLE V

Association Rights

- A. The Board agrees to furnish to the Association, upon request, all available public information concerning the financial resources of the district, agendas and minutes of all public Board meetings whether special or regular meetings.
- B. Representatives of the Association, the New Jersey Education Association, the Monmouth County Education Association, and the National Education Association shall be permitted to transact official Association business on all school property at all reasonable times during the day except when the property is not occupied as professional duties require, provided that this shall not interrupt nor interfere with normal school operations, nor the immediate obligations of the members concerned.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that this shall not interrupt or

interfere with normal school operations or the immediate obligation of the members. The Superintendent of Schools shall be notified in writing in advance of the time and place of all such meetings. His prior approval is required subject to Board policy.

- D. The Association shall have, in each school building, the use of a bulletin board. Copies of all materials or reasonable facsimile of all materials to be posted on such bulletin boards shall be given to the Building Principal, but no approval shall be required.
- E. The Association shall have the right to reasonable use of the interschool mail facilities and school mail boxes for Association materials as it deems it necessary and without the approval of the Building Principal or other members of the Administration. Such material shall be identified as Association materials.
- F. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations.

ARTICLE VI

Work Calendar

A. Custodian Workers, Maintenance Workers and Groundskeepers

The following days - legal public holidays, plus the day following Thanksgiving - are considered to be holidays for custodial workers. Holidays falling on a Saturday or Sunday will be given on the Friday before or Monday after, respectively. In the case where school is in session on one of the holidays, custodians will work, and another mutually agreeable day will be substituted for the holiday worked. On Christmas Eve and New Year's Eve, custodians shall be permitted to work through their lunch period and be released for the day at 1:00 p.m.

New Year's Day

Martin Luther King Day

Washington's Birthday

Lincoln's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

National Election Day

Veterans Day

Thanksgiving Day (Thursday and Friday)

Christmas Day

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ARTICLE VII

Working Hours

- A. Employees shall indicate their presence for duty by placing a check mark in the appropriate column of the sign-in roster. Employees signing in late shall be required to indicate the time of arrival and initial same. Employees shall indicate their departure at the end of the day by placing a check mark in the appropriate column of this roster.
- B. Hours of work are as follows:

School Days:

Head Custodians, Maintenance Workers

and Groundskeepers.....7:00 AM- 3:30 PM

Night Custodians.....3:00 PM - 11:30 PM

Cafeteria Workers.....6 and 4 hours per day
as prescribed by the
Cafeteria Manager

At the Steelman School, the Board shall have the right to adjust the starting and ending times of all shifts after giving the affected employees 72 hours' notice, except in cases of emergency.

Transportation Workers -

- (a) Transportation Workers (drivers and aides) shall receive compensation only for that time actually

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worked. However, all transportation workers shall be guaranteed a minimum of twenty (20) hours per week, which includes those runs or starts outside of the regular assignment. The aforesaid 20-hour per week minimum shall be prorated in those weeks with less than five (5) work days.

Seniority shall be considered, but shall not be determinative, in making all assignments. All employees' work assignments shall be posted and then assigned at the beginning of the school year for any runs, extra runs or additional work known at that time, with the understanding that the Transportation Coordinator shall have the right to take into consideration special qualifications for a particular work assignment when necessary. Seniority shall be considered when filling any assignment for newly created assignments or re-opened assignments, without disruption to any then currently established transportation schedules. Seniority shall be considered in filling all extra trip assignments.

(b) The majority of the regular transportation workers shall fall in a time slot as follows:

7:15 to completion of consecutive assignments

1:45 to completion of consecutive assignments

Time slots shall be adjusted in accordance with the run.

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- (c) A minimum of one hour shall be paid for extra runs or trips that start outside the above time slots when an employee is called back after the completion of the regular consecutive assignments.
- (d) Special Education runs may be adjusted by the Board of Education according to Special Education schedules required.
- (e) In the event that weekly runs require less than twenty (20) hours, the driver shall receive a minimum of twenty (20) hours pay but shall be available for other duties when required.
- (f) All drivers will be compensated for sick leave based on the length of their normal work day.
- (g) Bus drivers and aides will receive time and one-half pay only after working forty (40) hours in a given work week.
- (h) If during the course of the work year, a transportation employee mutually agrees to exchange assigned run(s) with another transportation employee for medically stipulated reasons and that said exchange does not involve any loss of hours or extra pay or overtime, then such exchange shall be subject to management's approval.

Transportation Workers Miscellaneous Provisions.

1. When there is a maximum of one half (1/2) hour waiting time between one run and the next run and/or trip, such time will be paid up to a maximum of one half (1/2) hour pay assuming the employee has already satisfied the 20-hour minimum set forth in Section (b). If an

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employee has not satisfied the 20-hour minimum, this waiting time shall count towards the employee's 20-hour minimum. Over one half (1/2) hour waiting time between runs or trips shall not be paid.

2. Where possible, inclement weather announcements shall be made before 6:00 a.m.; however, in any case in the event of inclement weather and the announcement of school closing has not been made before 7:00 a.m., transportation workers shall be paid a maximum of two (2) hours at their regular rate of pay for show-up time.
3. In the event of an anticipated early closing (for inclement weather, etc..) transportation workers will receive a minimum of one (1) hour stand-by pay if they are requested to remain available for early dismissal procedures.
4. Summer School runs and Summer Walpack trips shall be paid at the prevailing agreed upon hourly rates contained in the Successor Agreement.

Non-School Days:

All Custodians, Maintenance Workers
and Groundskeepers.....7:00 AM - 3:30 PM

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Custodians, Maintenance Workers and Groundskeepers are authorized 1/2 hour for lunch - the times to be prescribed by each Head Custodian.

On snow days, in the event that an employee assigned to snow removal works past the normal 8-hour day, the employee will be paid a meal allowance in the amount of \$6.00 for each occurrence.

At the Steelman School, the Board shall have the right to adjust the starting and ending times of all shifts after giving the affected employees 72 hours' notice, except in cases of emergency.

ARTICLE VIII

Salaries

- A. The salaries of all employees covered by this Agreement are set forth in Schedules A, B, C, D and E which are attached hereto and made a part hereof.
- B. Employees shall be provided with a statement of earnings and deductions made from those earnings, for each monthly salary payment.
- C. Veterans will be granted years of service on a appropriate salary guide in accordance with Title 18-A:29-11.

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- D. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
- E. Where possible, all employees who are entitled to overtime payments may choose to receive such payments as either "comp" time on a one-hour-worked for one-hour-off basis or as salary at the prescribed overtime rates at the direction of the Board Secretary. However, if "comp" time requests are not filed within thirty (30) days, the employee shall receive his/her overtime pay.

ARTICLE IX

Longevity

Longevity shall be paid to all unit employees who qualify on a prorata basis in accordance with the following schedule.

Employees working less than eight (8) hours per day shall receive the above payments prorated according to length of work day, i.e., employees working four (4) hours per day shall receive fifty (50%) percent of the above; six (6) hour employees shall receive seventy-five (75%) percent, eight (8) hour employees shall receive one hundred (100%) percent.

Upon ten (10) years' service in the district, employees shall be entitled to a \$310 longevity stipend in accordance with the aforestated schedule.

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After 15 years' service in the district, employees shall be entitled to an additional \$310 longevity stipend in accordance with the aforestated schedule.

ARTICLE X

Employee Assignment

- A. All employees shall be given written notice of tentative changes in building assignment for the forthcoming year by June 1st when possible. Should a change be required after this date, written notice will be sent to the employee at his home or file address by certified mail. The employee so affected shall be given the opportunity to discuss the assignment with the Board Secretary. The employee so affected can further discuss the matter with the Superintendent.
- B. Employees who use their automobile for authorized interschool travel shall be reimbursed at the prevailing rate. Such mileage shall not be reimbursable for travel to or from home.
- C. Positions that are advertised outside the Eatontown School System shall also be posted in each school of the system at the same time.

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ARTICLE XI

Voluntary Transfers and Assignments

- A. On or about May 1, the Superintendent shall post in all school buildings a list of expected vacancies for the following school year.
- B. In the event a vacancy occurs, the Board shall first post such vacancy internally, along with sending a copy of the posting to the Association, for the purpose of providing all employees an opportunity to apply for such position(s) before the vacancy is advertised.
- If an employee's application is rejected, the employee shall be provided, if requested by the employee, a letter from his/her supervisor stating the reasons for said rejection, which the employee may then discuss with the supervisor.
- C. Employees who desire a change in assignment may file a written statement of such desire with the Board Secretary through the Building Principal stating the assignment desired and the school or schools to which transfer is requested. Such requests will be considered when scheduling is made, but this consideration is not intended to limit the flexibility of the administration.

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ARTICLE XII

Involuntary Transfers and Reassignments

Notice of an involuntary transfer or reassignment shall be given to the employee affected in writing, in person or by certified mail to the individual employee's home or file address prior to determination by the Board of Education. The employee so affected may request and be granted a conference with the Board Secretary or the Superintendent of Schools or his designee concerning such change. This provision is not intended to limit the flexibility of the administration.

ARTICLE XIII

Promotions

- A. A notice of a vacancy in positions to be filled shall be sent to each school for posting at least ten (10) days before the final date when applications must be submitted. A copy shall be sent to the Association if such vacancy becomes available in a summer recess period when schools are closed.
- B. Employees who desire to apply for any such vacancies above shall submit their applications in writing to the Board Secretary. When a vacancy described in the notice is filled, the Board Secretary may destroy all applications for said position.
- C. The Board agrees to give consideration to the background, merit, and seniority of all applicants.

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ARTICLE XIV

Sick Leave and Absences

A. Personal Illness

1. Employees employed by the Board of Education of Eatontown Borough shall be allowed sick leave with full pay in accordance with Chapter 188, P.L. 1954 as follows: Custodians, Maintenance Workers, Groundskeepers - 12 days per year; Cafeteria Workers - 10 days per year; Transportation Workers - 10 days per year. (One (1) additional sick day for Summer School Drivers.)
2. Personal illness is hereby defined as absence from his or her duty because of personal disability due to illness or injury, or because he has been excluded from school by the school district's medical authorities on account of contagious disease or being quarantined for such a disease in his immediate household.
3. If any employee shall be absent for five or more consecutive days, he/she shall be required to visit the school physician or his/her own physician for the purpose of obtaining a physical certification before returning to duty. Notwithstanding the foregoing, the Superintendent of Schools may, at his sole discretion, require a physical certification from any employee after any absence, no matter what the length of time involved.

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4. If any employee shall utilize, in any school year, less than the ten days provided above, the remaining days shall be accumulative for additional sick leave with full pay in subsequent years beginning September 1, 1955.

B. Death in the Family

Five (5) days absence in one school year are allowed for death in the immediate family. Immediate family defined as: parent, child, spouse, brother, sister, mother-in-law, father-in-law, employee's or spouse's grandparents. This leave is non-cumulative.

C. Illness in the Family

Three (3) days absence in one school year are allowed for illness in the immediate family defined in paragraph B. This leave is non-cumulative.

D. Personal Business

1. Three (3) days' absence in one school year are allowed for personal business, such as legal matters, death of people other than those of the immediate family as defined in paragraph B. This leave is non-cumulative.
2. All requests must be in writing and approved by the building principal or immediate supervisor five (5) days prior to the day or days of absence. Personal business shall not be taken the day before or after a school holiday or recess. The requirement for five (5) days

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notice for personal business leave in case of an emergency or of death of people other than those in the immediate family may be waived by the building principal or immediate supervisor on a case-by-case basis.

3. The Board Secretary or Superintendent of Schools shall have the right to inquire as to the nature of any particular request for this type of leave from the employee in question. The request may be denied by the Building Principal, Board Secretary or Superintendent who shall state the reason therefor.
4. Personal Leave Buy-Back. In order to provide an incentive to employees not to excessively use personal days, the Board of Education agrees to reimburse employees for each day of unused personal leave (non-cumulative) at the end of the school year in the amount of \$25.00 per day.

E. Professional Leave

1. School and professional business leave will be submitted through the Building Principal or immediate supervisor and as authorized by the Superintendent.
2. Up to three (3) days professional leave per year will be granted to the Association President or his designee for the purpose of conducting association business.

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F. Unauthorized Leave

Unauthorized leave shall be considered a breach of contract and could result in dismissal.

G. Extended Leaves of Absence

1. Parental Leave

a. The Board of Education will grant an unpaid leave of absence for maternity to any regularly employed full-time employee pursuant to the terms and requirements of Board Policy No. 330 and the criteria set forth hereinafter.

b. It is recognized that an employee's maternity leave request involves both a disability and a child care phase. The disability phases that period of time both prenatal and postnatal, during which a physician certifies inability to work. The child care phase is that period of time selected by the employee, in accordance with Paragraph 4 below, which follows the disability phase during which time the employee voluntarily suspends her employment to care for the newborn or adoptive child.

c. Disability Phase:

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; accumulated sick leave may

be utilized for the leave of absence during this phase. The employee shall indicate on her application whether or not she is seeking a child care leave.

- (1) An employee requesting the leave must have at least three (3) full years of service in the Eatontown School District.
- (2) Such leaves of absence may be for one-half or one full school year at the request of the employee and the approval of the Board. Extensions will only be granted in extreme emergencies at the complete discretion of the Board of Education.
- (3) To avoid unnecessary interruptions, employees granted a child care leave shall return either the first day of school in September or the first day in January, after the Christmas holidays, whichever is closer to the termination date of the child care leave.
- (4) To be eligible for a salary increment and credit toward longevity payments, if any, and sabbaticals, an employee must work at least 90 days in the school year(s) that the leave commences and terminates.
- (5) No benefits accrue to employees who are on unpaid leaves of absence.

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2. Leaves Due to Ill Health, Injury, Surgery or Other Equally Grave Emergencies.

An employee with this school system may be granted a leave of absence without pay for a maximum of one (1) school year on account of ill hearth, accident, surgery or other equally grave emergencies and/or for rest and recuperation pursuant to the terms of Board Policy No., 330 and this contract.

3. Extensions of Other Authorized Leave.

The Board of Education, on the recommendation of the Superintendent of Schools and Board Secretary may grant additional leave for the categories under paragraphs A, B, C, or E above under the following conditions:

- a. Wherever extended leave is granted, with pay, the employee's pay will be reduced by the cost to the Board of Education of the employment of a substitute to fulfill his/her responsibilities.
- b. Leave for personal business as provided for in Article XIII D.1 shall not be extended for any reason.
- c. Extended leave may be granted by the Board of Education as provided herein, upon recommendation of the Superintendent of Schools and the Board Secretary but shall be limited so that no more than ten (10) days of extended leave shall be extended to an employee, subject of course, to the reduction of the cost for a substitute or replacement.

- d. The Board of Education may grant extended leave retroactively in special and extreme cases. The failure to obtain prior approval of extended leave may result in it being considered unauthorized leave as provided in Article XIII F.
- e. Whenever the Board of Education shall in the exercise of its discretion grant extended leave to an employee, his/her pay shall be reduced from their regular pay schedule as provided herein for the expense of a substitute or other replacement and the cost of his/her absence. In those cases where unauthorized leave is taken or extended leave is taken without pay, the Board of Education shall have deducted one day's pay for each day of unauthorized extended leave.

H. Category of Leave

The Building Principal or immediate supervisor should determine and approve the category for leave in each case. If there is a conflict the matter will be brought to the attention of the Board Secretary or Superintendent and finally to the Board.

I. Leave of Absence - Miscellaneous Provisions

1. An employee applying for temporary or extended leave of absence for causes other than those stated in the rules and regulations above, shall do so in writing to

the Board of Education. Such cases will be decided individually on their merits at the discretion of the Board.

2. The Board agrees that one (1) employee at a time designated by the Association shall, upon request, be granted leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.
3. The Board of Education reserves the right to regulate the commencement and termination dates of any anticipated extended leave of absence in order to preserve continuity of operations. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.
4. Any physician's certificate required by this Article or Board Policy No. 330 is subject to agreement by the Board's physician based upon the employee's medical records and upon consultation with the employee's physician. If after such analysis the Board of Education's physician and the employee's physician are unable to agree in good faith on a third, impartial

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physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the medical issue.

ARTICLE XV

Substitutes

- A. The Board agrees at all times to maintain an adequate list of substitutes. Employees shall notify the designated answering service as soon as possible, and in any event no later than 6:30 AM prior to the opening of the school day, to report unavailability for work. Night Custodians shall call prior to 9:00 AM. Once an employee has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute.

Situations where substitutes are not available for a shift shall be handled according to Administrative Guidelines, see attached.

ARTICLE XVI

Medical Insurance Protection

- A. The Board shall provide the following health care insurance protection for all employees covered by this Agreement. The Board shall make payment of full individual or full family insurance premiums as appropriated to provide insurance coverage for the full twelve month period for the

following insurance at regular rate. New Jersey Health Benefits Program (Blue Cross/Blue Shield) Rider J and Major Medical Insurance, Dental Service Plan - three Party Coverage with Orthodontic Option.

- B. Employees with dependents insured elsewhere vis-a-vis the above benefits shall not be eligible for dependent coverage at the Eatontown Schools unless such coverage is relinquished at the dependent's place of employment. Employees with a spouse in military service are not eligible for the medical benefits rendered above.
- C. The Board shall reserve the right to select any carrier providing that the new level of benefits are substantially similar. Substantially similar shall be determined by an insurance analyst mutually agreed to by the parties paid for by the Board of Education.
- D. The Board and the Association will cooperate with each other to obtain an insurance carrier to provide a drug prescription plan for all employees covered by this Agreement. The program will be the same as provided to other district employees.
1. The Board's contribution to the prescription plan shall be \$170.00 per employee for the 1989-90 and 1990-91 school years;
 2. Coverage changes will be made as appropriate during the course of the policy (e.g., single to family according to provisions of the policy);

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3. The total cost to the Board will be the individual employee contribution amount (x)N (N=the number of employees);
4. In the event the final expense exceeds the amount in (3) above, the Association will pay the excess to the Board from its general account;
5. In the event the final expense is less than (3) above, the overage shall remain with the Board while any increases above the pool cap shall be borne by the affected employees via "APD".
6. A change in the number of employees (increase or decrease) will affect the "total cost" figure used in (3), (4), and (5) above, on a prorata basis.

ARTICLE XVII

Course Reimbursement

- A. Reimbursement is provided for full time employees for courses that directly improve the performance of the employees duties.
- B. The only exception to these provisions shall be for courses or seminars approved by the Board of Education and authorized by the Superintendent of Schools.
- C. Prior approval of the Eatontown Board of Education is required for each course.

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ARTICLE XVIII

Deductions

- A. Deductions from each employee's salary shall be in accordance with New Jersey Statutes for the following:
1. Monmouth/Ocean County Federal Credit Union
 2. Tax Sheltered Annuity
 3. Washington National Insurance
 4. Pension and Annuity Funds and Loan Repayment
 5. Contributory Insurance
 6. Association Payroll Deduction
- B. The Board shall deduct from the salaries of its employees dues for the Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association as such employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and its amendments 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 the 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. Each of the Associations named

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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 and with time sufficient for the effectuation of such change.

ARTICLE XIX

Miscellaneous Provisions

- A. The Board of Education and the Association shall carry out all the commitments contained herein.
- B. 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 current or future law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. 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.
- D. Any changes or modifications in terms and conditions of employment will be made only through negotiations by the Board and the Association.

- E. The Eatontown Board of Education in the interest of providing an improved educational environment and continuity of classroom teaching is dedicated to reducing unnecessary absences. The Board of Education, therefore, agrees to reimburse each employee who submits and is accepted for retirement under the TPAF/PERS Regulations the sum of twenty dollars (\$20.00) for each day of his/her accumulated sick leave.
- F. The custodian at the Steelman School will receive mileage reimbursement for checking the building on holidays and weekends at the prevailing mileage reimbursement rate at the Eatontown Board of Education.

ARTICLE XX

Work Year and Vacation Schedule

The work year for custodians, maintenance workers and groundskeepers shall be: July 1 through June 30.

The work year for head cooks, full-time and part-time cafeteria workers and transportation workers shall be: September 1, through June 30.

1. Vacation eligibility shall be determined as of July 1 of each year.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. (Every effort shall be made to accommodate the employee's desires.)

3. Employees shall be eligible for vacations on the following basis:
- A. After completion of one full year - One (1) week.
 - B. After completion of three full years - Two (2) weeks.
 - C. After completion of five full years - Three (3) weeks.
 - D. After completion of twelve full years - Four (4) weeks.
 - E. All new employees hired between July 1 and September 1 shall receive a week of vacation at the end of the school year to be taken between July and September 1 subject to the approval of the Superintendent of Schools. Employees hired after September 1 in any school year shall be entitled to a vacation equal to one-half day per month of employee during that school year.

ARTICLE XXI

Seniority and Job Security

School district seniority is service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee may lose all accumulated school district seniority only if he resigns or is discharge for cause irrespective of whether he is subsequently rehired by the Board.

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ARTICLE XXII

Agency Shop

- A. Upon written certification from the Association, the Board agrees to deduct monies from the members of the bargaining unit who voluntarily reject membership.
- B. The amount of such deduction shall be up to 85% of the Association's unified dues or the maximum amount as may be determined by law.
- C. The Association will certify to the Board prior to the start of each membership that the amount of the present representation fee to be assessed does not exceed 85% of dues, fees and assessments and does not include any amount of dues, fees and assessments that are (1) expended for partisan, political or ideological activities or causes that are only incidentally related to the terms and conditions of employment, or (2) applied towards the cost and benefits available only to members of the majority representative.
- D. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits, and forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the employer in conformance with this provision.

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ARTICLE XXIII

Duration of Agreement

This agreement between the Eatontown Board of Education and the Eatontown Supportive Staff Association shall become effective on July 1, 1989, and shall be continued in effect until June 30, 1991.

SCHEDULE A - Custodian, Groundskeeper & Maintenance

SCHEDULE B - Head Cook

SCHEDULE C - 6-Hour and 4-Hour Cafeteria Personnel

SCHEDULE D - Transportation Personnel

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries.

EATONTOWN SUPPORTIVE STAFF ASSOCIATION

Shirley J. Paul
By: _____ President

1/31/90

Date

Stephanie Chal
By: _____ Secretary

JAN 31 1990

Date

(SEAL)

EATONTOWN BOARD OF EDUCATION

William R. Lichtenau
By: _____ President

2/5/90

Date

Anne Marie Gugly
By: _____ Secretary

February 5, 1990

Date

(SEAL)

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SCHEDULE A

Custodian, Groundskeeper & Maintenance

Salary Guide

A	\$14,022
B	14,907
C	15,793
D	16,681
E	17,566
F	18,453
G	19,158
H	19,875
I	20,656
J	21,429
K	22,216
L	23,014
M	23,813
N	25,354

STIPENDS

Head Custodian	\$750.00
Maintenance	\$500.00

All movement on the above salary guides shall be lateral.

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SCHEDULE B - 1987-89

Head Cook

Salary Guide

A	\$ 9,573
B	9,947
C	10,322
D	10,696
E	11,070
F	11,458

All movement on the above salary guides shall be lateral.

SCHEDULE C - 1987-89
6-Hour and 4-Hour Cafeteria Personnel

FOUR-HOUR PERSONNEL

Salary Guide

A	\$3,936
B	4,185
C	4,434
D	4,684
E	4,933
F	5,108

Four-Hour Personnel are paid at 2/3rds of the 6-hour rate steps A through H.

SIX-HOUR PERSONNEL

Salary Guide

A	\$5,902
B	6,278
C	6,652
D	7,026
E	7,401
F	7,664
G	8,187
H	8,455

All movement on the above salary guide shall be lateral.

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SCHEDULE D
Transportation Personnel

<u>Classification</u>	<u>SALARIES</u>	
	<u>1989-90</u>	<u>1990-91</u>
Regular Bus Driver	\$10.72	\$11.31
Substitute Bus Driver	9.33	9.84
Probationary Bus Drivers	9.33	9.84
Bus Aides	6.42	6.77

SCHEDULE E

<u>Classification</u>	<u>SALARIES</u>	
	<u>1989-90</u>	<u>1990-91</u>
Library and Instructional Aides	\$6.42	\$6.77

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ROUTINES FOR NIGHT CUSTODIANS
WHEN SUBSTITUTE NOT AVAILABLE

While it is the practice of the Board of Education to provide substitutes for custodians when they are absent, on occasion this is not possible.

When a building is short a custodian, the custodians on duty will not be expected to clean the whole building or his/her regular section as if a full complement of custodians was on duty.

The custodian(s) on duty should use the following procedures:

Tasks that SHOULD be completed:

Set up for and clean up after any night activity.

BATHROOMS - All bathrooms in building.
Empty waste cans.
Fill soap dispensers, towel and toilet tissue receptacles.
Thoroughly clean all toilets, urinals and sinks.
Wash floors.

CLASSROOMS - All classrooms.
Empty waste cans.
Empty pencil sharpeners.
Spot sweep classroom floors as necessary.
Sweep or vacuum all hall areas.

Close and secure building at end of shift.

If time permits, the custodian on duty should continue with other regular duties in his/her regular section.