

AGREEMENT

LAVALLETTE BOARD OF EDUCATION

AND

LAVALLETTE NON-INSTRUCTIONAL ASSOCIATION

1988-1989

(Custodians, Cafeteria Workers
Bus Drivers, Aides)

x July 1, 1988 - June 30, 1990

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Non-Instructional contract 1988-89 - 1989-90

Recommended language changes

Due to the change in our organization chart, the words, "Chief School Administrator" or "Principal" should be changed to "Superintendent" whenever appropriate throughout the contract.

ARTICLE 1.

RECOGNITION

Pursuant to Chapter 123, Public Laws of New Jersey, the Board hereby recognizes the Lavallette Non-Instructional Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all full time and part time custodians, head custodians, cafeteria aides, classroom aides, librarian aides, bus drivers, bus aides, cafeteria manager and cafeteria workers employed by the Lavallette Board of Education.

ARTICLE 2.

GRIEVANCE PROCEDURES

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

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

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

3. If the grievance is not resolved to the employee's satisfaction, he may request a review by the

Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within fourteen (14) calendar days. In the event the decision of the Board of Education is unacceptable to the employee, the employee shall have the right to pursue all remedies provided by law.

ARTICLE 3.

EMPLOYEES RIGHTS

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

MANAGEMENT RIGHTS

1. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations
 - (a) to direct employees of the school district;
 - (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause according to Title 18;
 - (c) to relieve employees from duty because of lack of work or for other legitimate reasons;
 - (d) to maintain efficiency of the school district operations entrusted to them;
 - (e) to determine the methods, means and personnel by which such operations are to be conducted;
 - (f) to establish reasonable work rules;
 - (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 4.
WORK YEAR

Cafeteria, Classroom, Library Aide

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

Bus Drivers, Bus Aides

The work year shall consist of the number of student days in the calendar adopted by the Board of Education within a ten (10) month period starting in September and ending in the month of June or whenever Lavallette pupils are in attendance at schools for which we are committed to provide pupil transportation.

Cafeteria Manager, Cafeteria Worker

The in-school work year for cafeteria manager and the cafeteria workers shall be the school calendar as recommended by the Superintendent and adopted by the Lavallette Board of Education.

Head Custodians/Custodians

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

A calendar of holidays will be recommended by the Superintendent, approved by the Board of Education and established yearly.

ARTICLE 5
WORK DAY

Cafeteria, Classroom, Library Aide

The work day and time shall be established by the Superintendent in accordance with the school calendar.

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

Bus Drivers, Bus Aide

The work day shall consist of such time as is assigned to complete the run or runs assigned to the drivers.

This schedule also includes half day and early dismissal runs. The schedule and procedures for High School activity runs will be established by the Superintendent.

Cafeteria Manager, Cafeteria Worker

The work day and time shall be established by the Superintendent in accordance with the school calendar.

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

Head Custodian/Custodians

The Head Custodian work day and time shall be established by the Superintendent within a eight-hour work

day. Part-time custodians work day and time shall be established by the Superintendent.

ARTICLE 6.

Head Custodians will be granted vacation days in accordance with the following schedule:

Part-time Custodian vacation days will be prorated in accordance with hours worked and days earned between July 1 and June 30th.

Over one year but less than two years - one week

Over two years but less than ten years - two weeks

Ten years and over - three weeks

Vacation days must be approved by the Superintendent.

ARTICLE 7

HOLIDAYS

CUSTODIANS:

Independence Day	Christmas Day
Labor Day	Day after Christmas
Columbus Day*	Presidents' Day (1)
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

Two additional days at option of employee and consistent with the school calendar, with prior approval of the Superintendent.

Holidays worked shall be awarded compensatory time.

*Custodians shall receive Columbus Day off if school is not in session. If school is open, custodians shall be permitted to take off any other school holiday on which they would normally work so long as school is not in session and approved by the Superintendent.

BUS DRIVERS HOLIDAYS:

Bus drivers shall work the calendar of the bus routes assigned to them.

Cafeteria Manager Holidays

The Cafeteria Manager shall work the school calendar adopted by the Lavallette Board of Education.

Library, classroom aides, bus aides and cafeteria worker are not eligible for payed holidays under this article.

Library, classroom aides, bus aides and cafeteria worker will be payed for snow days under this article.

ARTICLE 8.

OVERTIME

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

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

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

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

ARTICLE 9.

SENIORITY

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

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

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

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

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

2. An employee shall give the District notice when resigning as indicated in Board policy.

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

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

ARTICLE 11
SICK LEAVE

1. Sick leave is herein defined to mean the absence from duty in accordance with applicable statutes.
2. All members shall be entitled to 10 days sick leave each school year, 12 days in the case of 12 month employees. Part time employees will be pro-rated. For example, an employee working 5 hours per day will be eligible for 10 five-hour sick days. Unused sick days will be accumulative from year to year.
3. Employees shall be given a written accounting of accumulated sick days no later than September 30th of each year.
4. When an employee's sick leave exceeds three consecutive days, a physician's certificate covering the period of absence may be required by the Superintendent.
5. All full time employees of the bargaining unit shall receive payment for unused sick days at the time of retirement from this district. The terms, conditions and schedule of such payment shall be exactly the same as those contained in the current teachers' association contract. It is understood and agreed that such payment shall be made only upon retirement and not for any other termination reasons.

ARTICLE 12
PERSONAL LEAVE OF ABSENCE

The Head Custodian, Cafeteria Manager and full time bus drivers will be granted the following personal leaves of absence with full pay each school year. Part-time custodians and drivers employed for more than four hours per day will be pro-rated to the nearest half day.

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

Library, classroom aides, bus aides and cafeteria workers are not eligible for leave under this article.

ARTICLE 13.

EMERGENCY LEAVE

HEAD CUSTODIANS, CAFETERIA MANAGER, CUSTODIAN AND BUS
DRIVERS

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

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

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

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

5. In the case of serious illness or injury to a member of the employee's immediate family (as define above)

the Superintendent may, in his discretion, grant additional emergency leave provided that all personal day entitlement has been utilized. The decision of the Superintendent shall not be grievable.

CLASSROOM, LIBRARY, BUS AIDE AND CAFETERIA WORKER

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

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

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

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

ARTICLE 14.

MATERNITY LEAVE

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

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

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

(Article XIV cont.)

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

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

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

ARTICLE 15.

INSURANCE PROTECTION

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

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

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

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

ARTICLE 16.

WORK CLOTHING ALLOWANCE

Upon submission of proper receipts for each purchase as made, the Head Custodian shall be eligible to receive up to a maximum of \$100.00 per fiscal year for work clothing purchased. The term "work clothing" shall include shirt, pants, and safety shoes and must be worn to work daily.

Other custodians, who shall also comply with the above requirement for receipts, shall be eligible to receive an allowance pro rated on the percentage of their hours of employment in relation to full time custodians. (e.g., a custodian who works five hours per day would be eligible to receive $5/8$ of the \$100.00 maximum or \$62.50 per fiscal year.

A total of two (2) rainsuits shall also be provided by the Board for use by the entire custodial staff, which costs shall be reimbursed to the purchaser on receipt of a proper receipt and voucher. All such rainsuits shall be kept on school premises at all times to insure availability for use by any custodian on duty.

ARTICLE 17.

NON-DIMINISHMENT OF RIGHTS

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

ARTICLE 18.

SALARY

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

ⁱThe Cafeteria Staff wages or salary set forth will be negotiated separately from the other units covered by this contract.

ARTICLE 19
SALARY GUIDES
1988-1989
HEAD CUSTODIAN

<u>YRS. SERVICE</u>	<u>1988-89 SALARY</u>	<u>1989-90 SALARY</u>
1	14,132.00	15,121.00
2	14,998.00	16,048.00
3	15,863.00	16,973.00
4	16,733.00	17,904.00
5	17,599.00	18,831.00
6	18,466.00	19,759.00
7	19,333.00	20,686.00
8	20,200.00	21,614.00

CUSTODIAN

<u>YRS. SERVICE</u>	<u>1988-89 SALARY</u>	<u>1989-90 SALARY</u>
0-3	13,473.00	14,416.00
4	14,252.00	15,250.00
5	15,032.00	16,084.00
6	15,811.00	16,918.00
7	16,594.00	17,756.00

ARTICLE 19 (CONTINUED)

SALARY GUIDE FOR NON INSTRUCTIONAL PERSONNEL 1988/89 - 1989/90

AIDES SALARIES (Classroom, Library, Bus)

1988/89 (0-3) years starting salary \$6.00

(over 3 years) 6.40

1989/90 (0-3) years starting salary 6.00

(over 3 years) 6.75

Substitutes \$5.50

Said salary shall be paid in twenty equal semi-monthly installments between September 1, 1988 and June 30, 1989 and September 1, 1989 and June 30, 1990 based upon the number of work days on the 1988/89 - 1989/90 school calendar.

Any work above and beyond the normal daily work hours of each Aide shall be authorized and assigned only by the Superintendent and shall be paid upon submission of a voucher.

ARTICLE 19 (CONTINUED)

SALARY GUIDE FOR NON-INSTRUCTIONAL PERSONNEL 1988/89 - 1989/90

BUS DRIVERS

<u>YRS. SERVICE</u>	<u>1988-89 SALARY</u>	<u>1989-90 SALARY</u>
0	9,799.00	10,485.00
1	10,490.00	11,224.00
2	11,184.00	11,967.00
3	11,877.00	12,708.00
4	12,571.00	12,739.00
5	13,264.00	14,192.00
6	13,959.00	14,936.00
7	14,653.00	15,679.00

ARTICLE 19 (CONTINUED)

SALARY GUIDE FOR NON-INSTRUCTIONAL PERSONNEL 1988/89 - 1989/1990

CAFETERIA

Cafeteria Manager	- 10,800	1988/89
	11,500	1989/90
Cafeteria Worker	- \$6.50	1988/89
	7.00	1989/90

The benefits will remain the same for all units except all Aides and Cafeteria Workers will be payed for snow days if they occur.

Language changes will occur as reviewed and agreed by the negotiating parties.

Salary guide will be rounded to the nearest dollar.

ARTICLE 20

This agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1990.

IN WITNESS WHEREOF, the Association has caused this agreement to be signed by its President and Secretary, and the Board of Education has caused this agreement to be signed by its President attested by its Secretary and its corporate seal to be placed hereon, on this 18th day of May 1988.

LAVALLETTA NON-INSTRUCTIONAL
ASSOCIATION

BY *Joseph P. Kohn*
President

Greg J. Cross
Secretary

BOARD OF EDUCATION OF THE
BOROUGH OF LAVALLETTA

BY *Anita Zylom*
President

Attest:

Allene Biesada
Secretary

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
OCT 1 1988
RUTGERS UNIVERSITY