

AGREEMENT

BETWEEN

**MANALAPAN-ENGLISHTOWN FEDERATION OF
NON-INSTRUCTIONAL PERSONNEL**

LOCAL 2198, AFT/AFL-CIO

AND

**MANALAPAN-ENGLISHTOWN REGIONAL BOARD OF
EDUCATION**

2008-2011

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AGREEMENT

This Agreement is made and entered into as of the 1st day of July, 2008, by and between the Manalapan-Englishtown Regional Board of Education, hereinafter referred to as the "Board" and the Manalapan-Englishtown Federation of Non-Instructional Personnel, Local 2198, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Federation."

ARTICLE 1

RECOGNITION

The Board recognizes the Federation as the sole and exclusive bargaining agent for secretaries, clerks, bookkeepers, instructional assistants, health office assistants, Braille assistants, sign language interpreters, lunchroom assistants, bus assistants and safety assistants, library clerks, entry level computer technicians, computer technicians, and web-masters excluding, however, the secretaries to the Superintendent of Schools, the secretary to the Board Secretary/School Business Administrator, the secretaries to the Director of Human Resources, the Payroll Clerk, and all other employees not specifically included herein, pursuant to NJSA 34:13a-1 et seq., known as the New Jersey Employer-Employee Relations Act, concerning terms and conditions of employment.

ARTICLE 2

NON-DISCRIMINATION

The parties agree to follow policy of not discriminating against any employee on the basis of race, color, creed, age, national origin, religion, sex, marital status, membership participation in or association with the activities of any employee organization, political affiliation, non-applicable handicap, affectional or sexual orientation, or liability for service in the Armed Forces of the United States.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee or the Federation covered by this Agreement that there is a violation, misinterpretation, or misapplication of the provisions of this Agreement concerning employee working conditions, except that the term "grievance" shall not apply to: (a) any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education or any

matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone; and (b) any matter not specifically part of this Agreement.

B. Procedure

A grievance to be considered under this procedure must be initiated by the grievant within twenty (20) calendar days from the time of its occurrence or the time when the aggrieved became aware or should have become aware of the alleged grievance.

Step 1

Any employee or the Federation covered by this Agreement who has a grievance shall discuss it first with the school official serving as the employee's immediate supervisor in an attempt to resolve the matter informally at that level. Said grievant may be accompanied by a Federation representative.

Step 2

If, as result of the discussion, the matter is not resolved satisfactorily within five (5) school days, the grievant shall set forth her/his grievance in writing to the immediate supervisor specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the results of previous discussion;
- d. her/his dissatisfaction with decisions previously rendered; and
- e. remedy sought.

The supervisor shall communicate the decision to the grievant in writing within five (5) school days of receipt of the written grievance.

Step 3

The Federation may, no later than five (5) weekdays after receipt of the decision in the foregoing Step, appeal the decision to the Superintendent of Schools or his/her designee. This appeal to the Superintendent of his/her designee must be made in writing reciting the matter as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent or his/her designee shall meet with the grievant and attempt to resolve the matter as promptly as possible and shall communicate his/her decision in writing to the grievant within ten (10) weekdays of receipt of the written grievance.

Step 4

If the grievance is not resolved to the grievant's satisfaction, the Federation may request, no later than five (5) weekdays after receipt of the Superintendent's or his/her designee's decision, a review by the Board. The request shall be submitted in writing through the Superintendent or his/her designee, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.

Step 5

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Federation wishes review by a third party, the grievance may be submitted to arbitration. If arbitration is requested, the Federation shall notify the Board within ten (10) weekdays of receipt of the Board's decision in Step 4 of the grievance procedure. The following procedure shall be used to secure the services of an arbitrator.

A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an impartial arbitrator in the dispute in question. Thereafter the parties will be bound by the rules of the AAA.

The arbitrator shall limit himself/herself to the interpretation and application of the terms of the Agreement, to the issues submitted to him/her, and shall not add to, nor subtract anything from the Agreement between the parties. The decisions of the arbitrator shall be final and binding. The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Federation. Any other expenses incurred shall be paid by the party incurring same.

C. General Provisions

1. Any grievant will be represented at all stages of the grievance procedure by herself/himself, or at her/his option, by a representative selected or approved by the Federation.
2. Nothing in this Agreement shall be construed as compelling the Federation to submit an employee's grievance to arbitration.
3. No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.
4. The time for a meeting or hearing at all Steps other than Step 1 within the prescribed time limits shall be fixed by mutual agreement. Such hearings must take place within the time limits provided in each Step unless mutually extended by both parties to the hearing.

5. Any grievance placed in an employee's file shall contain all related papers, including the written resolution of the grievance.
6. Failure to meet the time limits specified herein shall permit the aggrieved to proceed to the next level of the Grievance Procedure. Failure to appeal a grievance to the next level of the Grievance Procedure within the specified time limits shall be deemed to be a waiver of the right to further process the grievance.
7. Grievances resulting from action at the Board or Superintendent levels will be initiated at Step 3.

ARTICLE 4

FEDERATION RIGHTS AND PRIVILEGES

- A. The Federation will be provided with a bulletin board in each faculty lounge for the posting of official Federation notices and announcements to employees covered by this Agreement and shall submit a copy of all material to be posted to the building principal.
- B. The Federation shall have the right and privilege of calling meetings of employees covered by this Agreement before and after school hours and, should occasion arise, during appropriate lunch periods, subject to approval within the guidelines of Board policies and provided such meetings do not interfere with the proper operation of the school system. The phrase appropriate lunch periods shall apply only to those employees who are scheduled a lunch period.
- C. Upon request the Board agrees to make available to the Federation information in the public domain.
- D. The Board agrees to deduct from the salaries of employees covered by this Agreement dues for the Manalapan-Englishtown Federation of Non-Instructional Personnel, Local 2198, American Federation of Teachers, AFL-CIO, in compliance with Chapter 310, Public Laws of the State of New Jersey, 1967, and the rules established by the State Department of Education. Such monies collected together with records of any corrections, shall be transmitted to the Treasurer of the Federation by the thirtieth (30th) of each month following the monthly pay period in which deductions were made. Authorizations for dues deduction shall be in writing signed by the individual concerned. Dues deductions will be made with the understanding that said deductions may be discontinued only if the person originally authorizing deductions files a notice of withdrawal, in which case dues deduction will terminate as of the January 1 or July 1 next succeeding date on which the notice of withdrawal was filed. Authorization of dues deduction is to be forwarded to the school business administrator.

E. Agency Shop

The Board agrees to deduct Agency Fees for non-members of the Federation in an amount not to exceed eighty-five percent (85%) of the annual Federation membership dues. The Board shall have no obligation to deduct agency fees until it is provided with a copy of the Federation's Demand and Return System. The Federation hereby agrees to indemnify and hold harmless the Manalapan-Englishtown Regional Board of Education from and against any claims from any non-union members for excessive or improper disbursement of "agency shop funds" deducted from salaries of non-members of the Manalapan-Englishtown Federation of Non-Instructional Personnel.

- F. The Board and the Federation shall establish a Board-Federation Liaison Committee. The committee shall consist of two (2) members appointed by the President of the Federation and two (2) members appointed by the Board plus the Superintendent or his/her designee. The Board appointed members shall be current members of the Manalapan-Englishtown Board of Education. The committee shall serve as a continuous and direct contact between the Federation and the Board for discussion and resolution of problems that may arise.

ARTICLE 5

EVALUATION PROCEDURE AND PERSONNEL FILES

- A. 1. Employees will be evaluated by their building principal or immediate supervisor a minimum of once each year. This evaluation shall be based on the employees' responsibilities as specified in the employees' job description.
2. A copy of the evaluation shall be given to the employee, who shall sign it within five (5) calendar days. Such signature shall not be construed as agreement but shall only indicate that the employee has received a copy of the evaluation. The evaluation shall become part of the employee's personnel file.
3. Upon request by the employee or the supervisor, a conference between them shall be held to discuss the evaluation within five (5) days of the evaluation.
4. An employee has the right to submit a written reply within ten (10) calendar days which shall be attached to the evaluation in the personnel file. Employees may request that certain documents or letters be put in their personnel file and the Board will do so.
- B. 1. An employee may request the right to inspect material in her/his individual personnel file by making an appointment with the Human Resources Department. All pre-employment material shall be treated as confidential and shall not be made available to the employee. If requested, the employee shall be given a copy of the material which the employee is permitted to inspect.

2. The Board agrees that no derogatory information will be placed in an individual employee's file without the employee having the opportunity to see, initial, and reply to said information, with such reply to be placed in the personnel file. No anonymous derogatory information will be placed in such file.
3. The Board agrees to continue its policy of treating these personnel files confidentially.

ARTICLE 6

TRANSFERS, REASSIGNMENTS AND PROMOTIONS

- A. 1. In the event of a job vacancy, a vacancy created by a leave in excess of six (6) months, new position or promotion, the Superintendent or his/her designee shall cause to be posted notice of such opening for five (5) calendar days in all faculty rooms prior to filling said vacancies. The notice to be posted shall include the procedure to be followed in applying for the position and a brief description of the necessary qualifications. It shall also state if this position is of a temporary or permanent nature. A copy of the posting shall be given to the Federation President. All positions posted in accordance with this section shall be permanent with the exception of vacancies created by leaves.
2. The salary of the new position shall be negotiated with the majority representative. The Board shall be free to post a position without an agreed-upon salary if the parties fail to reach an agreement upon the salary within one (1) calendar week prior to the intended posting date.
3. If the nature of the vacancy to be filled changes during the five (5) calendar day posting period, a revised posting shall be made for a new five-(5) calendar day period. No position shall be posted as temporary if similar positions are, or have been, permanent.

Voluntary Transfers

1. Employees covered by this Agreement may submit requests for either a reassignment to another job within her/his classification or a transfer to a higher/lower job to the Superintendent or his/her designee through their immediate supervisors. In reviewing such requests, the Superintendent or his/her designee shall consider the following factors:
 - a. ability, performance, evaluations, education, and training, knowledge and skill required;
 - b. length of service in the individual's current classification in Manalapan-Englishtown Regional School District; and

- c. the best interest of the school system.
- C. Incumbent employees shall not be skill-tested where lateral transfers are made. Testing may take place where promotions are made to higher level positions.
- D. **Involuntary Transfers/Layoffs – Secretaries**
1. In the event of layoff, transfer to a lower-rated job, or transfer to another job in another building/department on other than a temporary basis, or the elimination of a job becomes necessary due to reorganization, the Federation will be advised in advance and afforded an opportunity to make recommendations.
 2. In the event of a reduction-in-force, layoffs shall be made on the following basis:
 - a. Seniority lists shall be prepared for:
 - (1) Secretary
 - (2) Secretary/Bookkeeper
 - (3) Library Clerks

Each list shall be referred to as a “sublist” in the balance of this section. The Federation shall receive a copy of each list.
 - b. Seniority in secretary or bookkeeper positions may only be gained in each separate position. A voluntary resignation is a forfeit of all seniority gained to that date.
 - c. Credit for part-time service shall be made by using proportionate formula. The formula to compute this proportionate time shall be the hours worked per year divided by 1820 hours for twelve-month positions and 1520 hours for ten-month positions.
 - d. An employee whose position is eliminated or filled by another employee whose position has been eliminated has the right to claim the position filled by the lowest seniority employee on the respective sublist if she/he possesses greater seniority than that employee.
 - e. Any employee whose position is eliminated or filled by another employee whose position has been eliminated and who refuses a position which she/he has a right to claim under d. and e. above shall lose all seniority rights under this section (D.2.) and Section 3 below. A full-time employee may refuse to claim a part-time position. In that event, she/he shall maintain seniority rights under Section 3 below.
 - f. An employee who claims a position within her/his classification shall maintain her/his current salary.

- g. The Federation will be notified in writing of any changes to the District seniority list.
3. If an employee may not claim any position under Section 2 above or if another employee returns from a leave of absence, that employee would be given two (2) week's notice or pay in lieu thereof and would be given priority in filling a new position provided that the employee is qualified to do the job. In the application of the foregoing, in the case of individual employees, the Superintendent or his/her designee will consider the same factors as set forth in Paragraph B above. If the employee believes that the application of the factors has been arbitrary or capricious, she/he may file a grievance.
4. Length of service shall be based on years of service, both full and part-time, accumulated from the first day of hire.
5. In the case of temporary layoff (not exceeding seven (7) school days) employees are to be given two-(2) weeks' notice or two-(2) weeks' pay for the number of pay normally worked. In the event of termination, employees are to be given two-(2) weeks' notice or two-(2) weeks' pay for the number of days normally worked.

E. **Involuntary Transfers/Layoffs—(Instructional Assistants, Lunch Assistants, Safety Assistants, Health Office Assistants, Bus Assistants, Computer Technicians)**

1. In the event of layoff or transfer to another job in another building/department on other than a temporary basis, or the elimination of a job becomes necessary due to reorganization, the federation will be advised in advance and afforded an opportunity to make recommendations.
2. In the case of temporary layoff (not exceeding seven (7) school days), employees are to be given two (2) days' notice or two (2) days' pay for the number of hours normally worked. In the event of termination, employees are to be given two (2) weeks' notice or two (2) weeks' pay for the number of hours normally worked. Any employee subjected to a temporary layoff, termination or transfer to another building as the result of a reduction in force shall be given priority in returning to that employee's previous position should an opening occur, or in filling a new or vacant position if qualified to do the work. The employment status of a staff assistant on layoff shall terminate when either he/she refuses to accept a position with equivalent earning potential that is offered or at the end of fifteen(15) months of layoff, whichever occurs sooner.
3. In the application of the foregoing, in the case of individual employees, the Superintendent will consider the same factors as set forth in paragraph B above. If the employee believes that the application of the factors has been arbitrary or capricious, she/he may file a grievance.

4. Layoffs by seniority, by category if the layoffs occur at the end of the school year. Mid-year layoffs will be determined by the Board. Assistants/Technicians laid-off mid-year will be recalled by seniority effective September 1st and may displace less senior employees in their category. Recalled employees will be paid in accordance with the pre-2002 hourly rates.
- F. If new positions are created within the bargaining unit, rates of pay for such positions shall be established by the Board, subject to the provisions of paragraph A above; but the Federation shall have the right to negotiate with respect to whether such rates of pay are equitable in relation to rates of pay for other jobs in the bargaining unit.
- G. It is recognized that the Board retains the right to make such layoffs, transfers or job eliminations as it deems necessary in its discretion.
- H. If an employee working on an hourly or part-time basis in a permanent position is hired to work full time in a classification which he/she already fills (lunchroom assistant to instructional assistant), the employee shall be granted proportionate time for experience towards placement on the guide. The formula to compute this proportionate time shall be the same as the formula utilized in Section D.2.c.
- I. The Board will make every attempt to update and distribute a current seniority list of unit members with the Federation by May 31st of each academic year.

ARTICLE 7

WORKING CONDITIONS

- A. The regular work week for a full-time secretary or bookkeeper shall consist of five (5) seven-hour days exclusive of lunch. The provisions of this section do not apply to assistants, library clerks, assistants or technicians.
- B. When pupils and teachers are dismissed early because of an emergency, employees may be excused one-half (1/2) hour beyond the pupils' dismissal at the discretion of the Superintendent or his/her designee. However, employees will be required to work a full day when pupils are dismissed early but teachers are required to be on duty either in the classroom, at conferences or at in-service programs.
- C.
 1. No employee shall be required to report to her/his assignment on school days designated as "inclement weather days." The Superintendent or his/her designees shall inform employees of same.
 2. When the opening of schools is delayed because of inclement weather or any other reason, instructional assistants and library clerks will report to their assignments at the same time the teachers report to their respective schools. Lunchroom assistants will report at their normal time. The delayed opening

arrival time for secretaries and bookkeepers shall be one (1) hour after their regular arrival time.

- D.
1. Secretaries and bookkeepers covered by this Agreement will be afforded the holidays listed as such in the school calendar and any school calendar that is modified for emergency reasons. All twelve (12) month employees shall receive July 4th and Labor Day as paid holidays.
 2. Staff Assistants and library clerks shall be granted holiday pay for New Year's Day, Easter, Thanksgiving, Christmas and Memorial Day.
 3. The Board of Education reserves the right to open the business offices during Christmas and Easter holiday periods, or for parts thereof. These offices will be open in situations of need that the Superintendent determines. In such instances, the Superintendent shall inform the affected employees of the Board's intention to open or close the business offices fifteen (15) days prior to said holiday. If an urgent situation develops within this fifteen(15) day period, the Superintendent may open the business offices during the holiday period and in such case must inform the affected employees within three (3) days of his/her becoming aware of the urgent need. When the business offices are held open during Christmas and Easter holiday, the affected employees will be paid on a per diem basis, in addition to their annual contractual salary. In staffing the business offices in event of such urgent situations, the Board agrees that employees who volunteer for such work will be first utilized, provided they are qualified to do the work.
 4. If the school calendar is changed a minimum of two (2) weeks' notice of the change will be given to the employees, except when the change is due to emergency circumstances. The Administration will make every effort to accommodate hardship cases resulting from such change.
 5. The school calendar shall be posted in all buildings within two (2) weeks of its adoption.
- E.
1. Overtime will be paid for hours worked in excess of thirty-five (35) per week at the rate of time and one-half the employee's regular straight time hourly rate. Double time will be paid for hours worked on Saturdays, Sundays, and holidays. Only overtime authorized by the employee's immediate supervisor will be compensated.
 2. Computer technicians will be paid overtime at the rate of one and one-half times the employee's regular hourly rate of pay for all hours in excess of forty (40) hours per week. Double time will be paid for overtime hours worked on holidays. Only overtime authorized by the employee's immediate supervisor will be paid.

F. Rest Periods

Full-time employees will be entitled to receive two (2) fifteen(15) minute rest periods in the course of the day, with one period in the morning and the other in the afternoon. Half-day employees will be entitled to one(1) fifteen (15) minute rest period during the day. Employees will have the privilege of going to the nearest lounge during these rest periods.

Instructional Assistants who work in the classroom more than four (4) hours per day shall be entitled to continue the practice of receiving rest periods within the school day.

- G. When an employee is required to work beyond his/her work year, such employee will be compensated for the additional time at a rate of pay according to the existing pay scale. Assistants and library clerks shall be paid their appropriate hourly rate if employed during the summer recess as assistants or library clerks respectively, otherwise, they shall be paid the substitute's rate of pay for any other job in which they substitute and shall be given priority for such other positions.

H. Vacation--Secretaries/Technicians

1. Vacation eligibility for personnel employed after July 1,1975, shall be determined by full years of service completed as of June 30 of each year. Eligibility will be six (6) months to one (1) year—one (1) week; one (1) year to three (3) years—two (2) weeks; three (3) weeks after four (4) years; four (4) weeks after six (6) years; and two (2) additional days after twelve (12) years. The provisions of this Section do not apply to assistants.
2. Employees who terminate their employment and who have not used up vacation days to which they are otherwise entitled shall receive pay for such days.
3. Secretaries assigned to school buildings may take up to five (5) vacation days and secretaries assigned to the central offices may take up to ten (10) vacation days during the period from September 1 through June 30 with prior approval of the Superintendent (or the immediate supervisor). The parties recognize that the nature of certain positions requires that at certain times vacation may not be able to be approved. Approval shall not be withheld arbitrarily or capriciously.
4. All vacation schedules shall be submitted to the immediate supervisor by May 15th. These schedules should be as complete as possible for the following year, however, it is recognized that an employee may leave up to five (5) days as unscheduled days of their total vacation days entitlement. In no event, may scheduled vacation days between September 1 and June 30 plus unscheduled vacation days total more than five (5) days for secretaries assigned to school buildings and ten (10) days for secretaries assigned to the central offices.

It is further agreed that vacations as scheduled by June 30 may be subject to a change later in the school year at the employee's request with thirty (30) days' notice.

No vacations will be approved during the last full work week prior to the week of the opening of school. The Board will establish this week in conjunction with the approved school calendar. For example: if the first day of school for staff is Wednesday, September 1st, the week of August 23rd through 27th will be the blocked week. Vacation days will also not be approved for the week of the opening of school.

5.
 - a. As of June 30 of each school year, any employee having unused vacation days earned in the previous school year who requested use of the days and had the request denied as set forth below shall be reimbursed at their appropriate per diem rate for up to and including five (5) school days.
 - b. When an employee requests vacation days prior to April 1st and the immediate supervisor and/or the Superintendent approves the days, and if, subsequent to April 1st the immediate supervisor and/or the Superintendent cancels the vacation days, the employee may carry the days over to use during the period from July 1 to August 20.
 - c. When an employee requests vacation days after April 1st and the immediate supervisor and/or the Superintendent denies the vacation request, the employee shall be reimbursed at his/her appropriate per diem rate for vacation days.
6. The Board shall mail vacation paychecks to any employee who is on vacation on a pay date unless the employee requests otherwise.
- I. To insure personal safety, no employees shall be expected to work alone in any facility of the Board. In accordance with past practice, employees may be temporarily moved from one building to another to accomplish this purpose. Employees shall not be required to lift, without assistance, amounts that they reasonably believe places them at risk of injury or harm.
- J. No employee covered by this Agreement shall be dismissed without fair and just cause.
- K. No employee shall be assigned duties which would require her/him to perform such duties at home.
- L. Employees will not be required to act as nurses.

- M. 1. The work year for instructional assistants will be one hundred eighty-two (182) days; one hundred and seventy-two (172) full days and ten (10) student half days. The maximum workday shall not exceed six (6) hours and forty (40) minutes. The workday on student half days will be four (4) hours and ten (10) minutes.
2. The normal work schedule for bus, safety, lunch, and computer technicians shall be based on the position to which they are assigned. These schedules may be changed in the interests of efficient operation of the School District upon one (1) week's written notice to the Federation and any assistant affected by the change.
3. Any time an assistant or library clerk is required to work beyond her/his normal schedule the individual will be compensated for the additional time, to the nearest quarter hour, at the individual's hourly rate up to 35 hours per week.
4. Overtime will be paid for hours worked in excess of thirty-five (35) per week at the rate of time and one-half the employee's regular straight time hourly rate. Only overtime authorized by the employee's immediate supervisor will be compensated.
- N. An employee may work in one or more positions within the bargaining unit, provided the additional positions do not put the employee into an overtime situation.
- O. Instructional Assistants and Lunchroom Assistants shall be notified not later than the last work day of each year if the Board intends to employ them for the next school year. The notice will include the Assistant's proposed building assignment. Instructional Assistants and Lunchroom Assistants shall be notified in writing, with reasons thereof, if their building assignment is to be changed prior to August 15.
- P. It is agreed that Title 18A:16-6, indemnity against civil actions, and Title 18A:16-6.1, indemnity in certain criminal actions, apply to all employees covered by this Agreement.
- Q. Any part-time employee working in a particular job has first preference to any additional hours or summer work over and above his/her regular time if such overtime is required. If summer employment is available, the Board will notify the Federation President in writing.
- R. All employees shall be considered as probationary employees the first ninety (90) calendar days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board, without recourse to the provisions of the grievance procedure of this Agreement. Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their employment. There shall be no retroactive application of insurance benefits once eligibility is acquired.

- S. All members of the unit will be required to attend no more than three (3) meetings per year as deemed necessary by the administration. These meetings will not exceed one and one-half (1-1/2) hours in duration, and will not total more than three (3) hours per year. The meetings shall not be held on a Friday or preceding a holiday. Appropriate advance notification will be given.
- T. At the time of hire, all new employees shall be given the most current copy of their job description.
- U. Employees may submit a request to the Superintendent of Schools to attend training during the workday, at the district's expense, one (1) time each work year. The training must be in special areas directly related to the employee's job assignment. Prior approval of the Superintendent is required and shall be based upon the needs of the District as determined by the Superintendent or his/her designee. The Superintendent's decision is final and not subject to the grievance procedure herein. The maximum expenditure by the Board for any one (1) employee in any one (1) academic year shall be fifty dollars (\$50.00).

ARTICLE 8

LEAVES OF ABSENCE

A. Sick Leave

1. a. The Board shall grant ten (10) days of sick leave per year to each ten (10) month employee and twelve (12) days to each twelve (12) month employee and the unused days shall accumulate without limit.
- b. A record of sick leave accumulation will be issued to the employee by September 30. This record will list the name of the employee and her/his record of accumulated sick leave with a place for signature indicating the correctness of the record. A copy is to be supplied to the employee and the signed copy is for her/his personal file.
- c. An employee who has used all of his/her accumulated sick leave, may apply to the Board, through the Superintendent for extended sick leave according to the provisions of N.J.S.A. 18A:30-6. Such leave shall not be arbitrarily or capriciously denied. A review of such denial shall be before the Commissioner of Education.
- d. It is agreed that assistants and library clerks receive their sick leave time based on the number of hours that they are normally scheduled to work per day. Sick leave will be carried over on a proportional basis should an assistant or library clerk be transferred to a full-time position.

2. Employees hired after the beginning of the work year (after July 1 for twelve (12) month employees and after September 1 for ten (10) month employees) shall receive, at the time of employment, sick leave pro-rated in an amount equal to the number of months remaining in the work year. If the employee begins employment during the course of a month, he/she shall receive credit for a full month of employment.

B. Personal Days

Employees shall be entitled to two (2) days' leave of absence for personal, legal, business, household or family matters which require absence during school hours. Twelve (12) month employees shall be entitled to three (3) days. Application to the employee's immediate supervisor for personal leave shall be made in writing at least one (1) week before taking such leave (except in the case of emergencies; where application with reasons shall be made as soon as possible after return to duty) and the applicant for such leave shall not be required to state the reason for taking such leave other than that she/he is taking it under this section. The days shall not be taken at the beginning or end of a holiday or school closing. Personal days shall not be granted on the days that coincide with discretionary leave days that may be granted pursuant to Board policy.

Granting of the days of leave shall be in accordance with the operational needs of the school as defined by the Superintendent. It is agreed that hourly employees receive their personal day time based on the number of hours they are normally scheduled to work per day.

Unused personal days will be converted to accumulated sick leave days and added to the employee's accumulated sick leave record.

C. Death and Critical Illness

1. In case of death in the immediate family, an employee may be granted up to a maximum of seven (7) consecutive calendar days per occurrence without loss of pay. The immediate family shall be defined as spouse, child, parent (including foster and step) sibling, in-law of the same relationship, grandparent, grandchild, and persons residing in the household.
2. In the case of critical illness the employee may be granted up to a maximum of five (5) work days per occurrence without loss of pay for different critically ill individuals and/or different illnesses. The immediate family shall be defined as spouse, parent (including foster and step), child, sibling of the employee and persons residing in the household.
3. In the event of the death of a member of the bargaining unit one (1) representative of the Union will be granted time off without loss of pay to attend the funeral service.

D. **Maternity Leave**

Maternity leave will be granted in accordance with applicable statutes. Additional benefits may be granted at the discretion of the Board.

E. **Jury Duty**

Employees who are required to serve on jury duty will receive their full salary during the period for such service, upon receipt of verification as to the amount received, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.

- F. The Board may grant unpaid leaves of absence for one full year (July 1 through June 30) for good cause based on needs of the District as determined by the Superintendent. Upon return from approved unpaid leave all other benefits to which an employee was entitled at the time his/her leave commenced, including unused accumulated sick leave, shall be restored.

ARTICLE 9

MISCELLANEOUS

- A. An employee covered by this Agreement who is required by the Board to take a physical examination for any reason, such cost of the examination shall be borne entirely by the Board.
- B. 1. The Board will pay the cost of tuition for courses up to 12 credits per year up to a maximum of the average cost per credit charged by New Jersey State or County supported colleges or for adult education courses, provided the courses are related to the employee's work assignment and receive prior approval of the Superintendent. Payment will require satisfactory completion.
2. Employee's matriculated in courses of study in curriculum areas of value to the District that are leading to a teaching degree, e.g. Mathematics, Science, E.S.L., may be eligible to be reimbursed for up to eighteen (18) credits per year at the same rate provided above. Prior approval of the Superintendent is required and shall be based upon the needs of the District as determined by the Superintendent or his/her designee. The Superintendent's decision is final and not subject to the grievance procedure herein.
3. The maximum expense to the Board for tuition reimbursement for all unit members in any one calendar year shall be: \$8,500 for 2008-2009; \$9,500 for 2009-2010; and \$10,500 for 2010-2011.

4. To be eligible for tuition reimbursement an employee must have been employed for at least two (2) years.
 5. Employees seeking reimbursement shall submit their requests on or before December 1st and May 1st of each school year. Sixty percent (60%) of the tuition reimbursement pool shall be for the Summer/Fall and the remainder for the Spring. Any unused money from the Summer/Fall period may be accumulated into the Spring period, but not into the next school year. All eligible employees shall be entitled to an equal disbursement of said tuition funds, but in no case may an employee receive more than he/she actually paid.
- C. No deduction from an employee's salary will be made for participation, during regular school hours, in collective bargaining negotiations, arbitration hearings, and PERC proceedings where the employee has been subpoenaed to appear.
 - D. The Board agrees to provide, completely at the Board's expense, a sufficient number of copies of this Agreement, to provide a copy to every employee represented by the Federation of Non-Instructional Personnel. The copies shall be delivered no later than one (1) month after final agreement has been reached.
 - E. If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.
 - F. This Agreement incorporates the entire understanding of the parties on all negotiable matters and shall not be added to or deleted from until the expiration date except by mutual consent of both parties and by an instrument in writing duly executed by both parties. Negotiations on a new Agreement shall commence as required by PERC rules.
 - G. Anything to the contrary notwithstanding, nothing in this Agreement shall be deemed to constitute a waiver by the Board of, or to deny or restrict the Board in the exercise of, the rights, responsibilities, or authority granted to it under applicable statutes.
 - H. In accordance with NJSA 34:13A-1 et seq., changes or modifications in the terms and conditions of employment shall be made only through negotiation with the majority representative.
 - I. Employees will be reimbursed at the maximum rate permitted by the IRS per mile for all use of their personal automobile required by the Board.
 - J. The Board agrees that the Union President has the right to contact the Payroll Department following each public Board meeting to obtain the names of any newly hired personnel in the categories listed in the Recognition Clause.

ARTICLE 10**INSURANCE**

- A. 1. The Board will provide medical, surgical, major-medical and out-patient insurances through the School Employees Health Benefit Program (hereinafter cited as "the Plan") as per resolution adopted by the Board of Education on October 8, 1985, page 5050 of the official minutes including enrolling of former employees who are currently on the Board's insurance roster.
2. Effective on the date that all bargaining units representing employees employed by the Board have agreed, all new hires after that date shall be enrolled in the Direct 15 plan with the option for the employee to pay the cost differential to enroll in the Direct 10 plan. All new hires after that date will be required to work a minimum of twenty-five (25) hours per week to qualify for insurance benefits.
- B. The Board shall provide dental insurance coverage through the Delta Plan, Program 2B/Ortho 3. Effective January 1, 2002, the co-insurance on basic benefits shall increase from fifty percent (50%) to sixty percent (60%) and the employee's share shall reduce to forty percent (40%). Effective January 1, 2002, the maximum annual insurance payment shall increase to \$2100 per person.
- C. The Board will pay one hundred percent (100%) of the premium for each employee enrolled in the insurance programs specified in Sections A. and B. plus ninety percent (90%) of the premium cost for any dependents the employee elects to enroll in the insurance programs specified in Sections A. and B. (medical and dental). Effective January 1, 2002, or on the first day of the month that occurs thirty (30) days after ratification employee contributions toward dependent insurance coverage may be made from pre-tax salary pursuant to Chapter 125 of the IRS Regulations.
- D. This Article does not apply to employees who regularly work less than twenty-five (25) hours per week.
- E. Coverage under this Article is understood to be appropriate to each employee eligible and entitled to such coverage. It is further understood that such coverage shall be effective for each employee when the carrier(s) can so provide.
- F. The Board will provide hospitalization, surgical, major medical coverage with full family benefits for all retirees with twenty-five (25) or more years of enrollment in PERS effective upon receipt of retirement or disability pension. Deferred retirements are not included. Such benefits will be governed by the School Employees Health Benefits Program.
- G. All employees shall be eligible for COBRA rights upon leaving the employ of the Board.

- H. As long as the District's insurance is provided by the School Employees Health Benefits Program (SEHBP) which does not permit post-retirement benefits on less than twenty-five (25) years employment, the following provision is of no effect. The following will be viable and valid only if and when the SHBP permits it or if the carrier is changed and permits same.

Employees covered by this Agreement may maintain the insurance benefits described above on retirement subject to the conditions specified herein.

1. Any employee hired prior to July 1, 1972, who retires after completing fifteen (15) years in the district, or any employee hired after July 1, 1972, who retires after completing twenty (20) years in the district shall be eligible for Board paid medical, surgical, major medical and out-patient insurance benefits for the employee only after retirement for three (3) years or until age 65, whichever is sooner.
 2. Employees who retire after July 1, 1984, and do not qualify for any insurance benefits provided in this Section shall have the option of continuing in the medical, surgical, major medical, and outpatient insurance programs provided the employee prepays the monthly premium cost to the Board.
- I. Unit members may participate in the District I.R.S. §125 Flexible Spending Account through payroll deductions.

ARTICLE 11

FEDERAL PROGRAMS

All available bargaining unit positions in Federal Programs will be posted on school bulletin boards for fifteen (15) days. The posting will prescribe the procedure to be followed in making application and the qualifications required for the job. It is understood that no part of the work on a Federal Program position shall be performed during the hours an employee is otherwise employed by the Board.

ARTICLE 12

WAGES

- A. Salary schedules or wage rates for all employees covered by this Agreement are shown in Appendices 1, 2, and 3 which are attached to and are a part of this Agreement.
- B. Initial placement on the salary guide at the time of hire shall be determined by the Board.

C. Stipends

The following stipends shall be in addition to the amounts shown in the Appendices.

Sect. To Asst. Supt.-Curr.	\$ 2,500	Payroll Back-Up	\$ 250
Benefits Administrator	\$ 500	Braille Assistant	\$1,000
Accts. Pay. Secretary	\$ 500	Sign Language Assistant	\$2,500
AESOP/Monitor Sub-Caller	\$ 10,000	[pro-rated for appropriate period of service]	

ARTICLE 13**SICK LEAVE BUY-BACK**

Employees shall be eligible to convert all accumulated sick leave to severance pay under the following conditions:

- A. Employees who resign must have been employed for a minimum of five (5) consecutive years in the district. Employees who retire must have been employed for a minimum of three (3) consecutive years in the district. Retire means qualify for a PERS pension and includes deferred retirement.
- B. The length of a day for each hourly employee shall be determined by the average contracted daily hours assigned to the hourly employee during her/his last three (3) years of employment or highest three (3) years provided that at least fifty percent (50%) of the individual's service to the district was at the higher number of hours.
- C. The severance pay shall be calculated on the basis of one-half (1/2) the number of accumulated sick leave days at the time of retirement/resignation times the per diem rate for substitute assistant on an equivalent basis or for a substitute secretary or bookkeeper, as appropriate, in effect at the time of retirement/resignation.
- D. The severance pay shall be paid by separate check within thirty (30) calendar days of June 30 following retirement provided written notice of retirement/resignation is given by the end of the first work day in January prior to retirement for budgetary purposes. Notification after the end of the first work day in January will result in the severance pay being paid in the second fiscal year following retirement/resignation.
- E. The maximum severance pay shall be \$5,500.

ARTICLE 14

DURATION

This Agreement shall be effective as of July 1, 2008 and continue in effect through June 30, 2011.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their proper officials.

MANALAPAN-ENGLISHTOWN FEDERATION
OF NON-INSTRUCTIONAL PERSONNEL, LOCAL
2198, AMERICAN FEDERATION OF TEACHERS,
AFL-CIO:

MANALAPAN-ENGLISHTOWN
REGIONAL BOARD OF
EDUCATION

By *Allen M. Saffer*
President

By *Anthony Mancuso*
President

By *Patricia Lopez*
Secretary

By *Jermina Wolf*
Secretary

Date *1/5/09*

Date *1/8/09*

APPENDIX I

Secretaries

2008-2009 Step		2009-2010 Step		2010-2011 Step		
1	\$29,108	1	\$30,183	1	\$31,321	
2	\$29,608	2	\$30,683	2	\$31,821	
3	\$30,221	3	\$31,183	3	\$32,321	
4	\$30,863	4	\$31,796	4	\$32,821	
5	\$31,568	5	\$32,438	5	\$33,434	
6	\$32,271	6	\$33,143	6	\$34,076	
7	\$32,975	7	\$33,846	7	\$34,781	
8	\$33,912	8	\$34,550	8	\$35,484	
9	\$34,850	9	\$35,487	9	\$36,188	
10	\$35,819	10	\$36,425	10	\$37,125	
11	\$36,786	11	\$37,394	11	\$38,063	
12	\$37,754	12	\$38,361	12	\$39,032	
13	\$40,166	13	\$39,329	13	\$39,999	
14	\$42,718	14	\$41,741	14	\$40,967	
15	\$44,362	15	\$44,293	15	\$43,379	
		16	\$45,937	16	\$45,931	
				17	\$47,575	

Guide Movement

Employees move up one (1) step each year from their 2007-2008 placement.

Temporary Employees

Employees hired on a temporary basis who work four (4) or more hours per day will be placed on the entry level step of the salary guide upon accumulation of ninety (90) such working days for the remainder of the school year and shall receive no other contractual benefits.

Longevity—Secretaries

Annual longevity payment after completion of ten (10) years' service in district is \$225.00. The payment is increased to \$275.00 after twelve (12) years' service. That payment is to be increased to \$325.00 after fourteen (14) years' service in the district

APPENDIX II

Instructional, Health and Bus Assistants

	2008-2009	2009-2010	2010-2011
Hired Prior to 1/1/82	\$24.07	\$25.04	\$26.04
Hired After 1/1/82	\$23.28	\$24.21	\$25.18
Hired After 1/1/02	\$17.70	\$18.41	\$19.14

Lunchroom/Safety Assistants

	2008-2009	2009-2010	2010-2011
Hired Prior to 1/1/02	\$21.15	\$22.00	\$22.88
Hired After 1/1/02	\$13.60	\$14.14	\$14.71

Entry Level Computer Lab Technician

Step	2008-2009	2009-2010	2010-2011
1	\$19.33	\$20.10	\$20.91
2	\$20.38	\$21.20	\$22.05

Computer Lab Technician

Step	2008-2009	2009-2010	2010-2011
1	\$27.04	\$28.12	\$29.25
2	\$28.34	\$29.48	\$30.66
3	\$29.65	\$30.83	\$32.06

Longevity—Instructional Assistants/Computer Lab Technicians

Effective on the July 1st following completion of five (5) years' service in the district, instructional assistants and computer lab technicians shall receive an annual longevity payment of \$150.00. Following completion of ten (10) years' service the payment shall be \$225.00.