

AGREEMENT
BETWEEN THE
MANALAPAN-ENGLISHTOWN REGIONAL BOARD OF EDUCATION
AND THE
MANALAPAN-ENGLISHTOWN NON-CERTIFIED
ADMINISTRATORS AND SUPERVISORS ASSOCIATION

JULY 1, 2008 TO JUNE 30, 2011

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PREAMBLE

This Agreement is entered into this 6th day of February, 2008, by and between the Board of Education of Manalapan-Englishtown Regional School District, hereinafter called the "Board", and the Manalapan-Englishtown Non-Certified Administrators and Supervisors Association, hereinafter called the "Association". This Agreement represents the complete and final understanding on all the bargainable issues between the Board and the Association.

ARTICLE I

RECOGNITION

1. The Board of Education hereby recognizes the Association as the exclusive bargaining agent for the purpose of collective negotiations with respect to terms and conditions of employment for Supervisors of Custodians and Supervisor of Maintenance, and excluding all other employees of the Board.

ARTICLE II

MANAGEMENT RIGHTS

1. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:
 - a. To the executive management and administrative control of the Manalapan-Englishtown Regional School District and its properties and facilities and the activities of its employees;
 - b. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 - c. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
 - d. To create and abolish positions;
 - e. To take whatever actions may be necessary to carry out the program and objectives of the Board in situations of emergency.

- f. To establish, modify, change or abandon operating methods to assure efficient and economical operations or to subcontract same, subject to applicable laws and regulations
 - g. To determine work schedules and hours, duties, responsibilities and assignments of employees.
2. The exercise of the foregoing powers, rights authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
 3. Nothing contained herein shall be construed to deny or restrict the Board with respect to its powers, rights, authority, duties and responsibilities under R.S. 18A-11, R.S. 40 or 40A, or any other national, state, county or local laws or ordinances.
 4. The Board will negotiate with the Association prior to any subcontracting of unit work that would lead to the elimination of positions or changes in working conditions.

ARTICLE III

DUES CHECK-OFF

1. The Board agrees to deduct from the salaries of employees who authorize the Board to do so on a properly executed dues deduction authorization card, their monthly Association Dues and initiation fees. Such deductions shall be made monthly by the Board from the first bi-weekly salary paid to each employee during the month. The Board shall transmit the amount so collected within ten (10) days after the deduction is made to the New Jersey Association of Principals and Supervisors, care of the local President.
2. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon payroll deduction authorization cards submitted by individuals or the Association to the Board.

ARTICLE IV

NON-DISCRIMINATION

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

ARTICLE V

PROBATIONARY EMPLOYEES

All employees shall be considered as probationary employees the first one hundred twenty (120) calendar days of their employment. Probationary employees may be disciplined or terminated at anytime 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.

ARTICLE VI

SENIORITY

1. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board, from the last date of hire.
2. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by their birthday, the older employee having greater seniority.
3. An employee's seniority shall cease and employment status shall terminate for any of the following reasons:
 - a. Resignation or retirement.
 - b. Discharge for cause.
 - c. Continuous layoff for a period exceeding twelve (12) months.

- d. Failure of laid-off supervisors and administrators to report for work either:
 - 1) on the date specified in written notice of recall mailed seven (7) more calendar days prior to such dates; or
 - 2) within three (3) working days after date specified in written notice of recall mailed less than seven (7) calendar days prior to such date, unless the employee has a justifiable excuse for his/her failure to return to work as provided herein. The Board shall give careful consideration to an employee's reasons, which may have caused a delay in his/her return to work. Written notice of recall to work shall be sent by the Board by Certified Mail, return receipt requested, to the employee's last known address, as shown on the Board's personnel records.
- e. Failure to report to work for a period of three (3) consecutive scheduled working days without notification of a justifiable excuse for such absence.
- f. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof, unless return to work is excused by the Board. The Board will not arbitrarily deny a reasonable excuse.

ARTICLE VII

WORKING CONDITIONS

- 1. Eight (8) hours (except for lunch) shall constitute one (1) workday; forty (40) hours shall constitute one (1) work week. Holidays and paid sick days shall count in the computation of the forty (40) hours. The work week shall be Monday to Friday for employees hired prior to December 31, 1995. Employees hired on or after January 1, 1996, may be assigned to either a Monday to Friday or Tuesday to Saturday work week.
 - a. Employees on the Tuesday through Saturday schedule will work eight (8) hours, including lunch, on Saturday and must remain in the building for all eight (8) hours.
 - b. The days on which an employee is scheduled to work(i.e. Monday through Friday, Tuesday through Saturday) will not be changed on less than two (2) weeks notice.
 - c. The Tuesday through Saturday schedule will be in effect from September 1 through June 30 and employees on this schedule will be assigned Monday through Friday in July and August. The Tuesday through Saturday schedule may consist of four (4) nights and one (1) day shift.

- d. Employees assigned to the Tuesday through Saturday shift will normally be scheduled for a minimum of nine (9) hours off between the Friday and Saturday work schedules.
2. All work performed in excess of forty (40) hours per week shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.
3. All work performed on the employee's seventh work day in excess of forty (40) hours per week shall be compensated for at the rate of two (2) times the employee's regular hourly rate of pay.
4. All work performed on holidays when the schools are closed, in excess of forty (40) hours per week, shall be compensated for at the rate of two (2) times the employee's regular hourly rate of pay in addition to the holiday pay.
5. With respect to eight (8) hour employees the hourly rate of pay shall be computed to 1/2080 of the employee's annual base salary.
6. The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week, or as limiting the right of the Board to determine and fix work schedules and to require such employee to work any specified number of hours either per day or per week.
7. All employees will be required to receive an annual physical examination as prescribed by State Law and Board Policy.
8. In the event an employee does not wish an examination, test, or x-ray as prescribed in the Board Policy by the school physician or other designated party, the employee, at their own cost, will have the requirements certified by a duly licensed physician to the Board.
9. If an employee has completed his/her shift, leaves the premises and is called back to the school, he/she shall be guaranteed a minimum of two (2) hours' work at the applicable rate. This shall not apply, however, when the employee is called in for work prior to his/her regular shift and is scheduled to work up to his/her regular shift.
10. Employees will be required to attend up to eight (8) hours training sessions per year without compensation. The training shall be provided within the district. The training may be spread over four (4) days. The training time will be adjacent to the employees' work shift.

ARTICLE VIII

PERSONNEL FILES

1. An employee may make an appointment before or after work hours with the Human Resources Department to inspect material in his/her file, except that 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. The employee shall sign the file copy to indicate receipt only.
2. The Board agrees that no derogatory information will be placed in an individual'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 IX

VACATION

1.
 - a. Effective July 1, 1999, new twelve (12) month employees shall accrue vacation days at the rate of one day for each full calendar month worked from the date of hire until June 30. The maximum accrual shall be ten (10) days. Partial months of employment will not count toward vacation accrual.
 - b. Vacation accrued during the period of employment between the date of hire and June 30 may be taken in accordance with the provisions of Section 4. below after July 1.
 - c. Twelve (12) month employees who have completed one (1) full year of employment prior to June 30 of any year will receive two (2) weeks (10 work days) vacation.
2. Vacation eligibility beyond two (2) weeks (10 work days) shall be as follows:
 - a. Employees who have completed three (3) full years of employment prior to June 30 of any year will receive three (3) weeks' (15 work days) vacation.
 - b. Employees who have completed five (5) full years of employment prior to June 30 of any year will receive four (4) weeks' (20 work days) vacation.

3. Provided the board has not designated a district-wide vacation period(s) in the school calendar, vacations may be taken with the prior approval of the Superintendent, Business Administrator or designee from the last day of school through the beginning of the last full week of August except for one (1) week (5 work days) which may be taken at the December or Spring Holiday Break. Conflicts shall be settled by seniority. Vacation time may be taken during the course of the regular school year based upon the timely request of the employee and the approval of said request by the Director of Physical Plant.
4. Employees who terminate their employment and who have not utilized vacation days to which they are otherwise entitled shall receive pay for such days.
5. Vacation days may not be carried over to succeeding school years except:
 - a. When the employee has made a timely request for the use of his/her vacation days and the request has been denied;
 - b. When an employee who is eligible for four (4) weeks (20 work days) of vacation makes a timely request to carry one (1) week (5 work days) of his/her vacation entitlement into the next year.

ARTICLE X

LEAVES

1. Leaves of absence with pay for personal, legal, business, household or family matters which require absence during working hours will be allowed on the following basis:
 - a. With respect to regular full-time employees (employees who are normally scheduled to work eight (8) hours per day), up to three (3) days per year. For new employees, leave days will be prorated from the date of hire until the following June 30th if the date of hire is after July 1st.
 - b. Applications for personal leave shall be made to the immediate supervisor on the form provided for such purpose, at least one (1) week before taking such leave (except in the case of emergencies, where application shall be made as soon as possible after return to duty).
 - c. Personal leave days shall not be consecutive and shall not be taken at the beginning or end of an approved vacation period. Granting of the days of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent or designee.

- d. In the case of critical illness in the immediate family (spouse, child, parent) a regular full-time employee as defined in Section a. of this Article may be granted up to a maximum of five (5) days absence without loss of pay per year. A statement of critical illness signed by a physician will be required.
- e. In the case of death in the immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and foster parents of the employee) employees shall be granted leave up to a maximum of seven (7) consecutive calendar days per occurrence without loss of pay. Proof of death may be required.
- f. In the case of a relative other than in the immediate family, such leave shall be granted only for the purpose of attending the funeral.
- g. When any personal days are not used in one year they will be carried over as sick days the following year.

2. Jury Duty

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

3. The Board may grant leaves of absence, with or without pay, for good cause.
4. Employees taking leave pursuant to either New Jersey Family Leave Act (FLA) or the Federal Family Medical Leave Act (FMLA) will be required to fulfill all the requirements of the Act selected including, when appropriate, the inclusion of leave as noted:
 - a. for personal illness, an employee will use all accumulated sick leave as part of an FMLA leave.
 - b. for illness of a family member, an employee will utilize critical illness days, then personal days a part of an FLA leave.

ARTICLE XI

SICK LEAVE

1. The Board shall grant to regular full-time supervisors who are normally scheduled to work eight (8) hours per day, twelve (12) sick days per year. Supervisors who are employed for less than a full school year shall receive a prorated number of sick leave days proportional to the number of full months worked.

2. The number of unused days in any year shall be accumulated from year to year without limit, as long as the employee's employment with the Board is continuous. A record of sick leave accumulation shall be issued to the employee at the end of the fiscal year.

ARTICLE XII

SICK LEAVE BUY-BACK

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

1. 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.
2. 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 eighty dollars (\$80) per day.
3.
 - a. The severance pay shall be paid by a separate check within thirty (30) calendar days of retirement/resignation provided written notice of retirement 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 fiscal year following retirement.
 - b. For resignations that occur between July 1 and December 31 the severance pay shall be paid by separate check on July 15 following the resignation. For resignations occurring between January 1 and June 30 the severance pay shall be paid by separate check on the second July 15th following the resignation.
 - c. When an employee has given notice of intention to retire and the employee dies prior to receipt of payment under this Article the payment for unused sick leave will be made to the employee's estate in accordance with the provisions of this Article.
4. The maximum severance pay shall be ten thousand dollars (\$10,000).

ARTICLE XIII

INSURANCE

1. 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.

2.
 - a. The Board will provide medical, surgical, major-medical, and out-patient insurances through the School Employee Health Benefits Plan (hereafter cited as "the Plan") as effective April 1, 2008.
 - b. The Board shall provide dental insurance coverage through the Delta Plan, Program 2B.
 - 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. (medical and dental) plus ninety percent (90%) of the premium cost for any dependents the employee elects to enroll in these insurance programs.
 - d. Changes in the insurance programs affecting teachers and custodians shall also apply to employees covered by this Agreement.
 - e. Effective July 1, 1999, all new hires will be required to work a minimum of twenty-five (25) hours per week to qualify for insurance benefits. Effective on either July 1, 1999, or on the date that all bargaining units representing Board employees have agreed, all new hires shall be enrolled in the PPO New Jersey Plus. The employee shall have the option to pay the cost differential to enroll in the indemnity plan.
3. 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.
4. 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 State Health Benefits Program.
5. All employees shall be eligible for COBRA rights upon leaving the employ of the Board.
6. All regular full-time employees (employees who are normally scheduled to work eight (8) hours per day) covered by this Agreement are eligible for coverage under this Article.
7. **AS LONG AS THE DISTRICT'S INSURANCE IS PROVIDED BY THE STATE HEALTH BENEFITS PROGRAM (SHBP) 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.

- a. Any employee hired prior to July 1, 1972, who retires after completing fifteen (15) years in the district, or any employee hired between July 1, 1972, and June 30, 1980, 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 after retirement.
- b. Employees hired after July 1, 1980, who retire after completing twenty (20) years in the district shall have the above insurance benefits paid by the Board for three (3) years after retirement or until age 65, whichever is sooner.
- c. Employees who retire after July 1, 1984, and do not qualify for any insurance benefits provided in this paragraph, shall have the option to continue in the medical, surgical, major medical, and out-patient insurance programs provided the employee pre-pays the monthly premium cost to the Board.

8. Workman's Compensation Insurance

- a. All employees covered by this Agreement will be included under the Board's Workman's Compensation Insurance Policies for accidents which are a direct result of their employment.
- b. All accidents must be immediately reported to a school nurse and/or in the case of severity, the police and first aid units will be called for immediate transportation to the hospital.

ARTICLE XIV

HOLIDAYS

1. All full-time (8 hours per day) twelve month supervisors will receive fourteen (14) holidays per year.
2. Should a holiday fall on a Sunday, the following Monday will serve as the holiday (in keeping with the practice prescribed by the State of New Jersey N.J.S.A. 36:1). Should a holiday fall on a Saturday, the previous Friday shall serve as the holiday.
3. Holidays listed below will be afforded on the day listed in the school calendar:

Independence Day
Thanksgiving Day
Christmas Day
Memorial Day

Labor Day
Day after Thanksgiving
New Year's Day

4. The remaining seven (7) holidays (as listed below) shall be afforded on the day on which they occur if school is not in session. If school is in session, an alternate date shall be mutually scheduled by the Association and the Board at the time the school calendar is set. Copies of the holiday schedule will be distributed to each employee at this time. These dates will be subject to change in the event of emergency school closings with a minimum of two (2) weeks' notice of the change to be given to the employees.

Columbus Day	Veterans Day
Martin Luther King Day	Lincoln's Birthday
Washington's Birthday	Good Friday
Christmas Eve	

5. If school is not in session on any of the three (3) major Jewish Holy Days (either or both of the two days of Rosh Hashanah and one day of Yom Kippur, and if all other non-teaching personnel are given such days off as paid holidays, the supervisors shall also have the days off with pay.

ARTICLE XV

GRIEVANCE PROCEDURE

1. Any disagreement arising out of the interpretation, application or alleged violation of the express terms of this Contract shall be deemed a grievance and shall be settled according to the following procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step. Failure to respond to a grievance within the specified time limits shall permit the grievance to be advanced to the next step of this procedure in accordance with the provisions of that step.

Step I

The aggrieved employee shall, within ten (10) workdays, after the occurrence of such grievance, discuss the matter with his/her immediate supervisor. The employee may, if he/she so desires, have an Association representative present at such discussion. The supervisor shall within five (5) workdays thereafter give an oral reply to the grievance.

Step II

If the grievance is not resolved by the Step I conference, the grievance may be put in writing within five (5) workdays of the Step I answer or of the conference if no answer is given within five (5) workdays and forwarded to the Business Administrator or designee. The written grievance shall be signed by the aggrieved employee and his/her Association representative, and shall set forth:

- a. Date and time of the incident.
- b. The nature of the incident or complaint.
- c. The specific contract clauses involved.
- d. The relief or adjustment sought.
- e. The informal grievance may be amended at this step.

The Business Administrator or designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) workdays.

The Business Administrator or designee shall communicate his/her decision in writing to the employee, with a copy to the Association office.

Step III

If the grievance is not resolved to the Association's satisfaction at Step II no later than ten (10) workdays after the decision, the Association may appeal the decision to the Superintendent of Schools. The Superintendent shall review the grievance and render a decision, in writing, within ten (10) workdays of receipt of the grievance. The decision shall be forwarded to the employee and to the Association.

Step IV

If the grievance is not resolved to the Association's satisfaction no later than five (5) workdays of receipt of the Superintendent's decision, the employee may appeal the decision to the Board of Education. The request shall be submitted in writing through the Superintendent of Schools or designee who shall attach all related papers and forward the request to the Board of Education. The Board shall review the grievance and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board President or Vice President.

Step V

Failing settlement in Step IV, the Association may within ten (10) workdays after receipt of the Board's written decision inform the Board in writing through the Superintendent of Schools or designee of its intention to arbitrate the dispute. The Association may request arbitration through the services of the American Arbitration Association. The decision of the arbitrator shall be binding on both parties. The costs incurred by the respective parties shall be borne by them.

It shall be the function of the arbitrator, and the arbitrator shall be empowered except as the powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall have no power to establish salary structures. The arbitrator shall have no power to rule on any claim or complaint for which there is

another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in provisions of Title 18A, N.J. Statutes.

The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.

In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendations on its merits. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

ARTICLE XVI

MODIFICATION

1. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.
2. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.
3. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.
4. The provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work and working conditions, except that rates of pay for new classifications are bargainable. Therefore, the Board and the Association, for the lifetime of the Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless the Board and the Association mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.
5. In the event any of the conditions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law now existing or hereinafter enacted, or by reason of any court decision, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

ARTICLE XVII

COMPENSATION

1. The Board shall defray the cost of renewing all required licenses and certifications.
2. Supervisors who are directed by the Board of Education, Superintendent of Schools or his/her designee to attend a conference, work shop, or educational institution, for professional improvement, shall be reimbursed for tuition costs and any other personal expenditures incurred.
3. Use of private vehicles for required district business shall be reimbursed at the then current I.R.S. mileage rate.

ARTICLE XVIII

ASSOCIATION ACTIVITIES

1. Accredited representatives of the P.S.A. may enter the school district's buildings or premises only at reasonable hours for the purpose of observing working conditions. When the P.S.A. requests to have its representative enter the district's facilities or premises, it will request such permission from the Superintendent of Schools or designee, and such permission will not be unreasonably withheld provided there is no interference with the normal operations of the business of the school or normal duties of the employees. There shall be no P.S.A. business transacted nor meetings held during members' scheduled working hours. The Superintendent or designee may grant approval for meetings on Board property provided approval is obtained in advance, in accordance with existing Board Policy.
2. The P.S.A. will notify the Superintendent of Schools at the beginning of each school year, and as necessary thereafter, of the name of its designated representative.

ARTICLE XIX

INCLEMENT WEATHER

1. When schools are closed for inclement weather (snow, etc.) all employees will report for duty to perform the task of placing the school system to normal operations. All personnel will be organized on a team basis to complete snow removal as efficiently as possible.
2. Upon completion of tasks to restore the school system to normal operation, as determined by the Director of the Physical Plant, the employees will be permitted to depart without loss of pay.

3. In the event the employee(s) is/are required to remain at work, they will be paid at time-and-one-half for all work performed beyond restoring the school system to normal operation (i.e., snow removal).
4. When schools are closed because of inclement weather, the starting time for custodial and maintenance personnel shall be uniform throughout the District provided that adequate notice is given to the employees.

ARTICLE XX – SALARY

CUSTODIAL/MAINTENANCE SUPERVISORS

1. Salary guides for custodial and maintenance supervisors have been eliminated with the inception date of this agreement. Salaries shall be as follows:
 - a. The first step of the 2007-2008 salary guides for Custodial Supervisors and for Maintenance Supervisors shall become the hiring step effective July 1, 2008.
 - b. The hiring steps for employees hired on or after July 1, 2008 shall be:

YEAR	Custodial Supervisor	Maintenance Supervisor
2008-2009	\$55,070	\$60,008
2009-2010	\$57,273	\$62,408
2010-2011	\$59,564	\$64,904

2. Each 2007-2008 Custodial Supervisor and Maintenance Supervisor shall have his/her base salary increased for each of the contract years by the following percentage:

2008-2009	4.30%
2009-2010	4.00%
2010-2011	4.00%

Longevity – Effective July 1, 2002, based on completed years of continuous service by July 1st of each year approved leaves of absence do not break the continuity of service but time on unpaid leave, except FLA and/or FMLA, does not count as time of service. The amounts are not accumulative:

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Ten (10) years	\$200	\$225	\$225
Twelve (12) years	\$250	\$275	\$275
Fourteen (14) years	\$300	\$325	\$325

The longevity amount will be added to the employee's base salary and paid on a monthly basis.

Shift Differential

Employees whose regularly scheduled work shift begins at 2:00 p.m. or later will receive a shift differential of six hundred dollars (\$600) per year. The shift differential will be added to the employee's base salary and paid on a monthly basis as long as the employee is assigned to the second shift.

Stipends

- a. For the holder of a valid N.J. License as a Plumber [provided the District utilizes the individual's license in the performance of his/her duties: \$1,500 It is understood that only one (1) plumber's stipend shall be awarded unless the Board of Education directs that another stipend be implemented.
- b. For the holder of a valid license in Refrigeration [provided the District utilizes the individual's license in the performance of his/her duties: \$500 It is understood that only one (1) refrigeration stipend shall be awarded unless the Board of Education directs that another stipend be implemented.
- c. Building Automation Stipend: for each member of the unit who obtains the appropriate training as certified by the Director of Plant Facilities: \$1,500
- d. Stipends shall become part of the employee's pensionable salary as long as he/she maintains a valid license or maintains the qualifying skills. Should the employee no longer demonstrate the appropriate skill level or no longer hold a valid license, he/she shall lose the stipend as part of his/her base salary.

ARTICLE XXI

DURATION

This Agreement shall be in full force and effect as of July 1, 2008, and shall remain in effect to and including June 30, 2011. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, sixty (60) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Englishtown, New Jersey on this 5th 16th day of September, 2008.

**MANALAPAN-ENGLISHTOWN
NON-CERTIFIED ADMINISTRATORS
ASSOCIATION**

Joseph V. Neal
President

Kenneth E. Bedell
Secretary

**MANALAPAN-ENGLISHTOWN
REGIONAL BOARD OF EDUCATION**

Anthony Mauser
President

Deonica Wolf
Secretary