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THIS DOES NOT  
CIRCULATE

AGREEMENT BETWEEN THE

MANALAPAN-ENGLISHTOWN BOARD OF EDUCATION

AND

LOCAL 142, OFFICE AND PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION

77-80

*maintenance + custodial*

LIBRARY  
Institute of Management and  
Labor Relations

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RUTGERS UNIVERSITY



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PREAMBLE

This Agreement is entered into this 16th day of June 1977, by and between the Board of Education of Manalapan-Englishtown Regional School District, the Township of Manalapan, the Borough of Englishtown, New Jersey (hereinafter called the "Board"), and Local 142 of the Office and Professional Employees International Union (hereinafter called the "Union"). This Agreement represents the complete and final understanding on all the bargainable issues between the Board and the Union.

## ARTICLE I - RECOGNITION

1. The Board of Education hereby recognizes the Union as the exclusive bargaining agent certified by the Public Employment Relations Commission, Docket Number RO-1000, for the purpose of collective negotiations with respect to terms and conditions of employment for full-time maintenance and custodial employees, and full-time and permanent part-time cafeteria workers, excluding

- a. All other employees represented by other employee representatives
- b. Professionals
- c. Managerial executives (including unit managers)
- d. Craftsmen
- e. Police
- f. Confidential employees
- g. Supervisors within the meaning of the Act
- h. Substitute employees
- i. Temporary employees
- j. Summer employees

2. The term "craftsmen" is not to be construed to include maintenance men, whether or not they are holders of a "Black Seal License".

## ARTICLE II - BOILER OPERATOR QUALIFICATIONS AND DUTIES

### 1. License

The proper operation of the heating systems of the various schools is an important phase of our custodial and school maintenance program.

All custodians shall receive training in the proper operation of the boilers, and all custodians shall be properly licensed to operate a low pressure boiler.

### 2. In-service training

The Superintendent or designee shall insure that every custodian receives instruction in the proper operation of the boilers. This instruction shall be given by the head custodian and through participation in an organized class preparing custodians for the securing of a Black Seal License.

### 3. Enrollment in courses

Within one year from the date of his employment, every custodian shall enroll in a training course preparing for examination for a Black Seal Operator's License.

### 4. Time Schedule

The Superintendent or designee shall arrange the custodian's work schedule so as to permit him to attend the course.

5. Initial Expenses

The Board shall defray the expenses involving the initial course registration, examination fees and license. The Board shall also compensate the custodian for mileage expenses at the prescribed rate.

6. Repetition of Course

Any custodian failing to qualify for the license shall enroll in the next class organized for this purpose.

7. Expenses involved in repetition of course

The custodian shall assume all expenses involved if it becomes necessary to repeat the course.

8. Cost of License

The Board shall annually defray the cost of the renewal of the license.

9. Failure to secure license

Failure to secure the Boiler Operator's License within a reasonable length of time may be sufficient cause for the denial of an increment or the termination of the employee's contract.

ARTICLE III - 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 relieve employees from duties because of insufficient enrollment;
- 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 exercises 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, R.S. 11, R.S. 40 or 40A, or any other national, state, county or local laws or ordinances.

4. The Board will negotiate with the Union prior to any subcontracting of unit work that would lead to the elimination of positions or changes in working conditions.

5. The Board agrees to notify and negotiate with the Union in event of a proposed permanent reduction in the hours of work of cafeteria employees.

#### ARTICLE IV - 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 Union 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 monthly within ten (10) days after the deduction is made to the Secretary, Local 142 OPEIU, 1048 Dove Street, Toms River, New Jersey, or other authorized designee.

2. The Union 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 Union to the Board.

#### ARTICLE V - NON-DISCRIMINATION

1. There shall be no discrimination by the Board or the Union against an employee on account of race, color, creed, sex, age, national origin, religious or political affiliation.



## ARTICLE VI - AFFIRMATIVE ACTION

1. The Board of Education in complying with State and Federal Laws and Regulations has adopted an Affirmative Action Plan. The Plan affirms the Board's responsibility to ensure all students in the public schools of Manalapan-Englishtown equal educational opportunity and all employees equal employment opportunity regardless of race, color, creed, religion, sex, age, ancestry, national origin, or social or economic status.
2. To fulfill its responsibility, the Board established a program on March 17, 1977 to review and modify as may be necessary, its present school classroom program and employment/contract practices.
3. The Affirmative Action Plan is not meant to be made part of this or any employment contract and will not be negotiated as part of any employment contract. The plan has been established to be separate and apart of any negotiated contract and only established for any and all individuals or groups of individuals who may have reason or cause to be affiliated with the Board of Education for the general welfare, concern, and individual rights of all.

## ARTICLE VII - SENIORITY

1. Seniority for the purposes of this Article shall be based upon an employee's continuous length of service with the Board, from the last date of hire.
2. All employees shall be considered as probationary employees for the first sixty (60) 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.

Probationary employees and part-time employees who work less than four (4) hours per day shall be paid at the rate of pay for the classification.

There shall be no retroactive application of insurance benefits once eligibility is acquired.

Once the aforesaid eligibility requirement is met by a part-time employee, said employee who works four (4) or more hours per day will continue to be eligible for insurance benefits while covered by this Agreement.

3. 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.

4. 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 lay-off for a period exceeding six (6) months
- d. Failure of laid-off employees to report for work either (1) on the date specified in written notice of recall mailed seven (7) or more calendar days prior to such date; 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 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 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.

5. Should the Board determine that a reduction in force is required for the efficient operation of the School District, employees shall be laid off from their jobs in the following manner:

- a. The employee with the ~~Least~~ seniority in the job classification where the layoff is necessary shall be the first employee laid off in the job affected. Such employee shall have the right to exercise seniority over any other employee with less seniority in a job classification, if the laid off employee has the skill and qualifications to satisfactorily perform the duties and responsibilities of the position, provided that said employee cannot exercise seniority to displace any employee in a higher paid job classification.
- b. In the re-hiring, the same principle shall apply; namely, the last qualified person separated shall be the first to be re-hired.
- c. The above shall also apply to reductions in an individual's weekly work schedule.

6. All promotions shall be on a probationary basis for sixty (60) work days. During that period, the employee may be returned to his/her former position at the sole discretion of the Board, without recourse to the provisions of the grievance procedure of this Agreement.

7. All vacancies which the Board intends to fill shall be posted on bulletin boards in conspicuous areas of common access to all employees for three (3) work days prior to being filled on a permanent basis.

Persons unavailable to bid at the time of posting due to authorized absence of two (2) weeks or less shall be given three (3) days to bid upon return to work; however, persons on authorized leave of absence for more than two (2) weeks shall be mailed a notice of the posting and respond within five (5) days of the mailing date of the notice.

8. In filling permanent job vacancies within the bargaining unit, the Board will first attempt to fill such vacancies by promoting the senior employees from the next lower-rated job title who have the requisite qualifications and ability to perform the work, with the exception of the Head Custodian Job. Where two (2) or more employees possess the requisite qualifications and ability to perform the work, the employee with the greatest seniority in the bargaining unit will be promoted.
9. When a job vacancy occurs, employees in that category who desire to transfer to another work shift or to another school and who have filed a written request to transfer into the vacant position, will be considered for such transfer. When considering such written requests for transfer from more than one (1) employee, selection, if made, will be on the basis of qualifications and ability to perform the work. Where qualifications and ability are equal, the most senior employee shall be given preference. Once such a transfer has been granted, or a transfer offered and refused, the employee applying therefor or refusing, shall be ineligible for further transfer for a period of one (1) year. Nothing herein shall be construed to limit the right of the Board to transfer employees as the needs of the school system require.

#### ARTICLE VIII - WORKING CONDITIONS

1. For maintenance and custodial employees eight (8) consecutive (except for lunch) hours shall constitute one work day; forty (40) hours shall constitute one work week, Monday through Friday inclusive. Holidays and paid sick days shall count in the computation of the forty (40) hours.
2. All work performed in excess of eight hours per day shall be compensated for at the rate of time and one half their regular rate of pay.
3. All work performed on Saturday in excess of forty (40) hours per week shall be compensated for at the rate of time and one half their regular rate of pay.
4. All work performed on Sunday in excess of forty (40) hours per week compensated at two (2) times their regular hourly rate of pay.
5. All work performed on holidays in excess of forty (40) hours per week shall be compensated for at two (2) times their regular hourly rate of pay in addition to the holiday pay.

6. All monies due for overtime shall be paid in the same manner as has previously been the practice.
7. Employees shall be expected to work a reasonable amount of overtime, upon reasonable notice, provided the Board shall accept a reasonable excuse for non-availability. Overtime shall be distributed first by seniority within the school, secondly by seniority within the classification, and thirdly by overall seniority. The Board agrees that it will not discriminate against an employee who has a legitimate reason for refusing to work overtime.
8. With respect to eight hour employees the hourly rate of pay shall be computed to 1/2080 of the annual salary, for the daily rate at eight times the foregoing rate.
9. If an employee has completed his shift, leaves the premises and is called back to the school, he shall be guaranteed a minimum of two hours work at the applicable rate. This shall not apply, however, when the employee is called in for work prior to his regular shift and is scheduled to work up to his regular shift.
10. 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.
11. All employees will be required to receive an annual physical examination as prescribed by State Law and Board Policy.
12. 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.
13. Employees will notify the Board's Central Administrative Offices, or other offices as directed, as promptly as possible, and in the case of night shift employees at least three (3) hours prior to scheduled reporting time, of an intended absence which has not been approved by the immediate supervisor or Director of Buildings and Grounds.
14. The Board will provide protective clothing, i.e., boots and/or coveralls, as may be required for "dirty" jobs.

## ARTICLE IX - TEMPORARY TRANSFER

1. When the Board considers it necessary to temporarily transfer an employee to a higher, parallel, or lower rated job in order to meet operating needs, employees with the least job classification seniority within the affected job classification shall be transferred first. It is understood, however, that the Board may by-pass the seniority principle when qualifications become a factor. Temporary transfers will not normally exceed sixty (60) consecutive work days. When an employee is temporarily transferred to a higher rated job, he shall receive the higher rate of pay after one day on the higher rated job. When an employee is temporarily transferred to a lower rated job, he shall retain his rate of pay prior to the transfer.

## ARTICLE X - SUSPENSION

1. In the event of conduct which in the opinion of the immediate supervisor warrants discharge, the employee shall be suspended for five (5) working days without pay with a recommendation for discharge. During the five (5) work day period, the Superintendent of Schools or designee shall schedule a hearing at which the employee and a union representative shall have an opportunity to be present. Not later than the end of the five (5) work day period the Superintendent or designee shall decide whether to let the suspension stand at five (5) days without pay, extend the suspension, or convert the suspension to a discharge. If the decision is not acceptable to the employee, the employee shall have five (5) work days from the date of the Superintendent's or designee's decision to refer the grievance in writing to Step 3 of the Grievance Procedure.
2. New employees shall be subject to dismissal for any cause whatsoever prior to the expiration of the sixty (60) calendar day probationary period. The discharge of an employee during the probationary period shall not be subject to the grievance procedure.

## ARTICLE XI - VACATION

1. Twelve (12) month employees who have been employed full time continuously for one (1) year or more will receive two (2) weeks vacation. Twelve (12) month employees who have been employed full time continuously for six (6) months but less than one (1) year will receive one (1) week's vacation.
2. Vacation eligibility beyond two (2) weeks for employees hired prior to July 1, 1975 shall be as follows:
  - a. Employees who would have been on the fifth step as of July 1, 1975 will receive three (3) weeks vacation.
  - b. Employees who would have been on the seventh step as of July 1, 1975 will receive four (4) weeks vacation.

3. Vacation eligibility beyond two (2) weeks for employees hired on or after July 1, 1975 shall be as follows:
  - a. Employees who have completed four (4) full years of employment prior to June 30 of any year will receive three (3) weeks vacation.
  - b. Employees who have completed seven (7) full years of employment prior to June 30 of any year will receive four (4) weeks vacation.
4. The provisions of this Article do not apply to Cafeteria Employees or to any other ten (10) month employees covered by this Agreement.
5. Vacations may be taken with the prior approval of the Superintendent or designee from the last day of school through August except for one (1) week which may be taken during the months of October through May.
6. Employees who terminate their employment and who have not utilized vacation days to which they are otherwise entitled shall receive pay for such days.

#### ARTICLE XII - LEAVES

1. Leave 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 two (2) days per year for ten (10) month employees, and up to three (3) days per year for twelve (12) month employees. 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. With respect to part-time employees (employees who are normally scheduled to work less than eight (8) hours per day), up to two (2) days per year for a prorated number of hours determined by the number of hours they are normally scheduled to work per day. For example, a part-time ten (10) month employee who is normally scheduled to work four (4) hours per day will be allowed two (2) four hour days per year.
  - c. 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).
  - d. 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.

- e. In the case of critical illness in the immediate family as defined in Section 1 of this Article, a regular full-time employee as defined in Section 1 of this Article may be granted up to a maximum of five (5) days absence without loss of pay per year.
  - f. In the case of death in the immediate family as defined in Section 1 of this Article, employees shall be granted leave, up to a maximum of five (5) days per occurrence, without loss of pay.
  - g. In the case of death of a relative other than in the immediate family, such leave shall be granted only for the purpose of attending the funeral.
  - h. With respect to part-time employees as defined in #b of this Article, such employees may be granted up to a prorated maximum number of days absence without loss of pay based on the number of hours they are normally scheduled to work. For example, a part-time employee who is normally scheduled to work four hours per day will be granted up to a maximum of five (5) four hour days absence without loss of pay.
  - i. The immediate family shall be defined as husband or wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, brother-in-law, sister-in-law, and grandparents and foster parents of the employee.
2. a. 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, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.
  - b. The Board may grant leaves of absence, with or without pay, for good cause.

#### ARTICLE XIII - SICK LEAVE

1. The Board shall grant to regular full-time employees (employees who are normally scheduled to work eight (8) hours per day), ten (10) days of sick leave per year to each ten (10) month employee and twelve (12) days per year to each twelve (12) month employee. With respect to part-time employees, (employees normally scheduled to work less than eight (8) hours per day), the Board shall grant one (1) day of sick leave per month, prorated on the basis of the number of hours per day the employee is normally scheduled to work. For example, in the case of an employee normally scheduled to work four (4) hours per day, the Board shall grant four (4) hours of sick leave per month.
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. Termination of employment shall result in immediate cancellation of accumulated sick leave. Subsequent reemployment shall not reinstate any old sick leave accumulation, and the person reemployed shall begin anew his sick leave accumulation.

3. The purpose of sick leave benefits is to provide relief in case of personal disability due to illness or injury. Any other use of sick leave allowance shall be a violation of the contract and shall subject the employee to disciplinary action. The Board may require a medical certificate from a duly licensed physician for verification of personal disability.
4. If a cafeteria worker is absent two (2) or more consecutive days for personal disability, he/she shall be required to present a certification of good health from a duly licensed physician.
5. If an employee is injured during the course of employment, absence required by such injury as certified by a duly licensed physician shall not be charged against the employee's accumulated sick leave.

#### ARTICLE XIV - INSURANCE

1. Hospitalization Coverage - The Board shall continue to provide medical, surgical, and major medical health insurance benefits, during the term of this Agreement.
2. Eligibility
  - a. Regular full-time employees (employees who are normally scheduled to work eight (8) hours per day) covered by this Agreement.
  - b. The Board shall also provide full coverage as outlined in paragraph 1 above for employees after retirement from the Manalapan-Englishtown School System who elect and are entitled to participation. This item is not intended to retroactively provide coverage for any employee presently retired, but shall be available only to those employees who retire, or have retired after July 1, 1972.
  - c. 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.
  - d. Part-time cafeteria employees (employees normally scheduled to work less than eight (8) hours per day) shall be entitled to the foregoing coverage if they are regularly scheduled to work four (4) or more hours per day and accumulate ninety (90) or more such working days within a school year.
3. Workmens' Compensation Insurance
  - a. All employees covered by this agreement will be included under the Board's Workmens' 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 XV - HOLIDAYS

1. Holidays listed below will be afforded on the day listed in the school calendar. Should the holidays listed below fall on a Sunday, the following Monday will serve as the holiday (in keeping with the practice prescribed by the State of New Jersey Public Law, Chapter 132, Laws of 1969, R.S. 36-1).
2. The following paid holidays shall be in effect for all custodial and maintenance personnel covered by this contract:

Independence Day	Day before Christmas Day
Memorial Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Veterans' Day	Lincoln's Birthday
Thanksgiving Day	Washington's Birthday
Day after Thanksgiving Day	Good Friday
Christmas Day	Labor Day

Jewish holidays when school's closed.

3. The following paid holidays shall be in effect for all regular full-time cafeteria employees (employees who are normally scheduled to work eight (8) hours per day).

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Good Friday
Christmas Day	Memorial Day (effective in 1979)
	Washington's Birthday (effective in 1980)

Part time cafeteria employees (employees who are normally scheduled to work less than eight (8) hours per day) shall receive prorated payment for each of the foregoing holidays on the basis of the number of hours for which they are regularly scheduled to work. For example, a part-time employee who is normally scheduled to work four (4) hours per day shall receive four (4) hours' pay for each of the foregoing holidays.

## ARTICLE XVI - INCLEMENT WEATHER

1. When schools are closed for inclement weather (snow, etc.) the custodians and maintenance personnel 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, the custodians and maintenance personnel would secure the buildings and revert to the same privileges as other employees of the school system.

## ARTICLE XVII - NO-STRIKE PLEDGE

1. The Union covenants and agrees that during the term of this Contract neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of their employment), work stoppage, slowdown, walkout, picketing or other job action against the school district. The Union agrees that such action would constitute a material breach of this Agreement.
2. The Board covenants and agrees that during the term of this Contract there shall be no lock-outs.
3. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Contract shall be deemed grounds for termination of employment of such employee or employees.

## ARTICLE XVIII - GRIEVANCE PROCEDURES

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) work days, after the occurrence of such grievance, discuss the matter with his/her immediate supervisor. The employee may, if he so desires, have a Union Representative present at such discussion. The supervisor shall within five (5) work days 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) work days of the Step I answer or of the conference if no answer is given within five (5) work days and forwarded to the Superintendent of Schools or designee. The written grievance shall be signed by the aggrieved employee and his Union 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.
- f. The informal grievance may be amended at this step

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

The Superintendent of Schools or designee shall communicate his decision in writing to the employee, with a copy to the Union offices.

### STEP III

If the grievance is not resolved to the Union's satisfaction at Step II not later than five (5) work days after the decision, the Union may appeal the decision to the Superintendent of Schools.

The Superintendent shall review the grievance and render a decision, in writing, within ten (10) work days of receipt of the grievance. The decision shall be forwarded to the employee and to the Union.

### STEP IV

If the grievance is not resolved to the Union's satisfaction not later than five (5) work days 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 Union may within ten (10) work days 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 Union may request arbitration through the services of the American Arbitration Association. The decision of the Arbitrator shall be binding on both parties. The Arbitrator's fee and expenses shall be borne equally by the 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 change any practice, policy, or rule of the Board nor to substitute judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken thereunder.

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 XIX - MODIFICATION

1. It is the intent of the parties hereto that the provisions of this Agreement, which supercedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and 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 Union, 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 Union 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 XX - UNION REPRESENTATIVES

1. Accredited representatives of the Union may enter the school district's buildings or premises only at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Union request 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 Union business transacted nor meetings held during employees' 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 Union will notify the Superintendent of Schools at the beginning of each school year, and as necessary thereafter, of the name of its designated grievance representative.

ARTICLE XXI - DURATION

This Agreement shall be in full force and effect as of July 1, 1977 and shall remain in effect to and including June 30, 1980, subject to reopening after July 1, 1978, on base salary rates only, with any change agreed upon thereon to become effective July 1, 1979.

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 16th day of June 1977.

LOCAL NO. 142 OPEIU

*Florence Lottalano*  
President, Local 142

*Margaret Vallente*  
Trustee, Local 142

BOARD OF EDUCATION

*John B. ...*  
Board President

*W. Mark ...*  
Board Secretary

SCHEDULE "A" - COMPENSATION

1. Effective July 1, 1977 employees will receive a five and one-half percent (5.5%) increase over their base rates as of June 30, 1977.

Effective July 1, 1978, employees will receive a six percent (6%) increase over their base rates as of June 30, 1978.

2. Effective July 1, 1977, those maintenance employees who start-up and/or shutdown boilers in connection with their assigned maintenance duties and who have a "Black Seal" license shall be paid the normal differential for having such a license.
3. Effective July 1, 1977, Unit Leaders in the cafeteria will receive an additional ten cents (10¢) per hour.
4. Recreation pay shall continue to be paid at the rate of \$5.00 per school for extra-curricular activities excluding Board functions and P.T.A.

MEMORANDUM OF AGREEMENT

The Manalapan-Englishtown Board of Education and Local 142, Office and Professional Employees International Union agree that the collective bargaining agreement covering the period July 1, 1977 through June 30, 1980 will be modified by adding the following section to Article XI, Vacation.

4. Notwithstanding any provision of this Agreement, any employee who has completed four (4) full years of employment prior to June 30th of any year will receive three (3) weeks vacation and any employee who has completed seven (7) full years of employment prior to June 30th of any year will receive four (4) weeks vacation regardless of date of hire.

Those sections of Article XI originally numbered 4, 5, and 6 will be renumbered as Sections 5, 6, and 7, respectively.

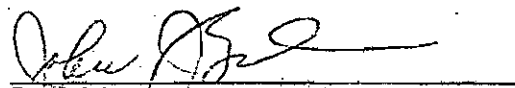
This modification of the Agreement between the Manalapan-Englishtown Board of Education and Local 142 Office and Professional Employees International Union, 1977-1980, shall be retroactive to July 1, 1977, and shall also include Vacation Seniority List as of July 1, 1977.


This Agreement entered into this 16th day of February 1978 by the Manalapan-Englishtown Board of Education and Local 142 Office and Professional Employees International Union.


LOCAL 142 OPEIU

BOARD OF EDUCATION

  
Business Agent, Local 142

  
President

  
Shop Steward, Local 142

  
Board Secretary

VACATION SENIORITY LIST - LOCAL 142

As of July 1, 1977

	<u>WEEKS</u>		<u>WEEKS</u>
Thompson, Adele	4	Reid, Larry	2
Taylor, Joseph	4	Ingling, Lloyd	0
Douglas, Thelma	4	Lee, Henry	0
Fladger, Evelyn	4	Reihle, Frederick	0
Tripp, William	4		
Hawk, Otis	4		
Rupp, William	4		
Rappleyea, Paul	4	Greenhalgh, Roy Sr.	4
Scobey, Harold	4	DeWaine, Ed	4
Nicoll, Richard	4	Grimes, Ned	3
Faiman, Richard	4	Greenhalgh, Roy Jr.	4
Quandt, Steve	4	Reisinger, Alfred	3
Dolce, Vincent	3	Kania, Joe	2
Brennan, Charles	3		
Boyce, Florence	3		
Pierce, Turner	3		
Paladino, Ronald	3		
Murri, Anthony	3		
McCafferty, Patrick	2		
Goldberg, William	2		
Niemiec, Joseph	2		
Soden, Harold	2		
Fauhl, Herman	2		
Zullo, Alfred	2		

*J.S. 2/16/78*  
*W.M.A. 2/16/78*  
*E.C.D. 2/14/78*  
*P.R. 2/16/78*