

AGREEMENT

BETWEEN

THE CENTRAL REGIONAL BOARD OF EDUCATION

AND

THE CENTRAL REGIONAL

ADMINISTRATIVE OFFICE PERSONNEL ASSOCIATION

JULY 1, 2009- JUNE 30, 2012

PREAMBLE

This Agreement is entered into this first day of July 2009 by and between the Board of Education of the Central Regional School District of the County of Ocean, State of New Jersey, hereinafter referred to as the "Board" and the Central Regional Administrative Office Personnel Association, hereinafter referred to as the "Association".

RECOGNITION

The Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for those Administrative Office Personnel employed by the Board of Education. Administrative Office Personnel shall include all those employed in the Superintendent's office and the Board of Education office.

HOSPITAL AND MEDICAL COVERAGE

1. Hospitalization

A. The District shall provide at no expense to the members represented by the Association a full hospital and surgical plan coverage as provided under the State Health Benefits Program.

1. Coverage shall be at full family coverage including dependent children until age 23, major medical coverage, dental with orthodontic rider and vision plan.

2. The prescription plan shall be as follows:

a. The co-pay will be \$20.00 for a brand name prescription when there is no generic available. The generic co-pay shall be \$10.00. The mail order co-pay shall be \$5.00 for generic and \$10.00 for brand name. The prescription co-pay cannot be submitted to major medical for reimbursement.

3. Each member shall be entitled with his or her spouse and dependent children to a physical examination as provided annually by the Direct Access Plan.

4. New unit employees hired after the date of ratification shall be covered by single insurance (if otherwise eligible) for the first two (2) years of employment. Employees may buy in to other enrollment levels during this period under rules promulgated by the Administration.

B. Hospital and Medical “Opt Out” – Any staff member who drops out of the Medical Plan, Prescription Plan, Dental Plan and/or Optical Plan provided by the Board of Education for any full calendar year shall receive a cash payment of 50% (2009 Premium) for the Family Plan. Members shall notify the Business Administrator at least thirty (30) days in advance. The member will be compensated in two equal payments disbursed on June 30 and December 31 and will be able to re-enroll annually.” Opt Out Amounts as follows:

- Medical Plans: Family Plan (50%), Husband/Wife Plan (50%), Spouse/Child (50%)
- Single Plan (50%), Prescription Plans (50%), Dental Plans (50%), Optical Plans (50%)

C. Dental Plan shall provide \$1,500.00 annually, payment is subject to the terms of the Dental Plan. An orthodontic rider shall be included.

D. A free standing vision plan shall also be provided to employees covered under this contract. The plan shall provide for exams, lens and frames (12/12/24).

E. Nothing contained herein shall be construed to deny or restrict the Board in making sole determination of the carrier(s) provided it can demonstrate to the Association that any change in carrier(s) results in no reduction in benefits and services.

OFFICE PERSONNEL HOURS

1. The work day shall consist of eight (8) hours including a sixty (60) minute lunch hour and a thirty (30) minute break.

2. Summer work hours shall commence the day after the close of school in June and terminate five (5) working days before the opening of school in September. The hours shall be a total of seven (7) hours including a fifteen (15) minute break and thirty (30) minute lunch.

(Note: When the Board institutes a four (4) day summer schedule the work day will be eight and one-half (8 ½) hours per day for four (4) days.

3. Vacation Schedule -

Vacation times shall be subject to the approval of immediate Supervisor. In the event of a conflict, seniority will prevail. Employees shall be eligible for vacation on the following basis:

Twelve (12) month employment:

- a. Minimum six (6) months employment - one (1) week vacation.
- b. 1-3 years employment - two (2) weeks vacation.
- c. 4-9 years employment - three (3) weeks vacation.
- d. 10 years and beyond - four (4) weeks vacation.

Payment for accumulated vacation time at time of retirement: Personnel will be compensated for no more than forty (40) unused or earned vacation days at time of retirement at their per diem rate at time of retirement.

4. On those days when school(s) are not in session on account of inclement weather, office personnel shall make every reasonable effort to report to work if and when possible.

5. Office personnel shall be compensated at the rate of time and one-half for all work beyond her/his normal workday.

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint by employee(s) or representative(s) of employee(s) arising out of an alleged misapplication, misinterpretation or violation of the terms of this Agreement or administrative decisions or practices rendered thereunder.

2. An "aggrieved person" is the person/persons or the Association making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration,

and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

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

2. A grievance to be considered under this procedure must be initiated in writing by the employee within thirty (30) work days of the occurrence of the actual happening which gives rise to the grievance.

3. Level One

When a grievance occurs, personnel covered by this Agreement shall file a written notice of said grievance with the appropriate Supervisor, either directly or through the Association's designated representative. Within six (6) work days of receipt of said written notice of grievance, the Supervisor shall consider said grievance and shall issue a written opinion.

4. Level Two

a. If the aggrieved person(s) is not satisfied with the opinion issued by the Supervisor, the Association may, within forty-five (45) work days after receipt of the opinion issued at Level One, refer the written grievance to the Superintendent of Schools, who shall hold a hearing. Such demand for a hearing shall be in writing and shall include all available relevant evidence in support thereof.

b. Within six (6) work days after receipt of the position of the Association, the Superintendent of Schools shall schedule and hold a hearing for the purpose of allowing the Association to submit appropriate evidence.

c. Within six (6) work days after the conclusion of the hearing, the Superintendent of Schools shall issue a decision, in writing, setting forth his findings of fact, reasoning and conclusions on the issues submitted to him.

5. Level Three

- a. If the decision rendered by the Superintendent is adverse to the aggrieved, the Association may, within six (6) work days after the Superintendent has rendered such adverse decision, or within ten (10) work days after the position of the Association was received by the Superintendent, appeal, in writing, to the Board.
- b. The Board shall consider the appeal and may, within ten (10) work days after receipt of such appeal, hold a hearing. If a hearing is held, the Board shall issue a decision, in writing, within ten (10) work days after the conclusion of such hearing or next scheduled board meeting but not to exceed fifteen (15) days.
- c. If the Board determines that hearing is not warranted or necessary, it shall nevertheless, issue a decision, in writing, within ten (10) work days after the receipt of the appeal from the Association.
- d. Such appeal shall, in all cases, be confined solely to the issue or issues and evidence submitted in support thereof to the Superintendent and shall provide the specific basis of disagreement and evidence in support thereof.
- e. If new evidence is obtained in support of such grievance after the hearing at Level Three, the Association shall notify the Superintendent, in writing, at which time the grievance shall return to Level Three. It is understood that no penalty shall accrue to the Association because of the failure of any administrative officer to render information properly requested by the Association and which the Association is entitled to receive.
- f. The decision of the Board of Education is final.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or any person of his own choosing, including a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by either party to this Agreement or the Administration against any party in interest, any administrator, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process a grievance despite an intention of abandonment by a specifically aggrieved person.

2. Forms for filing grievances, serving notices, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association, with Board approval, and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

4. Notwithstanding the pendency of any grievance, all personnel covered by this Agreement shall continue to perform all duties and assignments.

5. Failure by the aggrieved or the Association to process a grievance in accordance with the time schedule as set forth in this Article shall constitute an abandonment of the grievance and render it null and void. Any waiver of this provision must be in writing and acknowledged by both parties.

6. The Association agrees to process all grievances solely through the grievance procedure.

LEAVE OF ABSENCE

1. Sick Leave

A. Secretaries employed on a twelve (12) month basis shall be awarded twelve (12) days sick leave credit for the year to be added to previously accumulated sick leave while in the employ

of the Board with no maximum limit. Sick leave is hereby defined in accordance with applicable provisions of N.J.S.A. Title 18A.

B. Secretaries who are absent due to personal disability as a result of illness or injury shall be entitled to full pay for each of such absences up to the number of days accumulated.

2. Death in the Immediate Family

A. All full-time secretaries shall be allowed up to five (5) days, without loss of pay, in the event of death in the immediate family. The immediate family shall include father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, step child, domestic partner or a relative living as a member of the immediate household.

B. Up to two (2) days without loss of pay shall be allowed to all full time staff in the event of the death of a spouses' grandparent, brother-in-law, sister-in-law, niece, nephew, uncle, aunt or significant person at the discretion of the Superintendent.

3. Personal Business

A. Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal days must be approved in advance by the Superintendent.

Personal business shall include observance of religious holidays, court subpoena, marriage in the immediate family, personal business that can only be conducted during school hours or emergencies not included in the above. Association members not wishing their reasons to be known will have the right to disclose the reasons directly to the Superintendent for consideration.

B. No personal days will be permitted on the day immediately preceding and the day immediately following school calendar holidays. Extreme cases will be accepted, providing the request is specific and/or emergent in nature and may be granted only with the direct and express approval of the Superintendent.

C. Personal day conversion of unused personal days will be as follows:

- a. One (1) personal day to one (1) sick day
- b. Two (2) personal days to two (2) sick days
- c. Three (3) personal days to two (2) sick days

EXTENDED LEAVE OF ABSENCE

1. Anticipated Disability Leave

A. Any employee who anticipates undergoing a state of disability such as, but not limited to: surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence may be chargeable to the sick leave account of said employee. All employees covered by this Agreement anticipating a state of disability shall notify the Superintendent through their immediate supervisor of the condition expected to result in disability as soon as the condition which may result in disability is known or within a reasonable time thereafter. Failure to give notification as prescribed may result in loss of child rearing leave privileges. A conference between the employee so affected and the Superintendent/Supervisor shall take place within sixty (60) days of said notification for the purpose of discussing specific dates and arrangements pursuant thereto.

B. Any employee who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said employee produces a statement of his or her physician stating that said employee is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties.

C. In no event shall the Board be obligated to permit an employee anticipating a state of disability to continue in the performance of his/her duties where the performance of said employee has substantially declined from that performance demonstrated by said employee at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability.

D. The employee requesting a leave under the provisions of this Section shall specify in writing the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovery from said disability.

E. The Board shall have the right to require any employee who has been on a disability

leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties.

F. An employee who has undergone hospital confinement shall be expected to resume his/her duties within a reasonable length of time.

G. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for confirmed medical reasons upon application by the employee to the Board. All extensions of such leaves shall in any event be subject to the provisions of the NJSA Title 18A: 30-1 et. seq. and specifically NJSA 18A: 30-6 and 18A:30-7.

H. Whenever, in the opinion of the Board, the dates of the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school, the requested dates may be changed by the Board, if in the opinion of the employee's physician such change shall be without medical hazard to the employee.

I. These provisions shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

2. Child Rearing Leave

A. In a case where an employee or spouse gives birth to a child or in a case of a defacto adoption, said employee shall have the right to apply for a leave without pay or any other benefits provided for in this Agreement.

B. In a case where both husband and wife work in the school system, only one of said persons may be entitled to apply for such leave.

C. Said leave shall be granted by the Board for a period of time as may be mutually agreed. In the absence of application for child rearing leave, the conditions pursuant to emergency disability leave shall prevail and control.

D. Applications for child-rearing leave must be filed at least three (3) months before the anticipated birth of the child or custody date in the case of an adoption, where possible.

E. Extensions beyond the one (1) year stipulations may be made at the sole discretion of the Board upon application by the employee at least three (3) months in advance of the expiration of the one (1) year period.

F. Wherever possible, the Supervisor shall attempt to assign an employee to the same position he/she held at the time said leave commenced. If an employee who has been granted a child-rearing leave is permitted to return to the system at any time other than those stipulated herein, such employee may be assigned to any position decided by the Superintendent so long as such assignment is within the Board Office or Superintendent's Office.

G. The dates of the commencement and termination of child-rearing leaves shall be in all cases subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school.

3. Other Leaves Without Pay

A. The Board, upon recommendation of the Superintendent, may grant a leave of absence without pay or any other benefits provided for in the agreement to any tenured member for a period of one (1) school year for good and sufficient reason.

B. Application for such leave shall be made to the Superintendent at least three (3) months before the end of the school year preceding the school year for which the leave is being sought. Exceptions may be made at the discretion of the Superintendent in cases of emergency.

SICK LEAVE RETIREMENT

Employees covered under this contract shall be eligible for retirement credit for unused sick days, contingent upon the following conditions:

A. General Conditions

1. Employee shall have at least ten (10) consecutive years of service with the school district.
2. Employee must give written notice to the Superintendent of Schools of her request for retirement setting forth the requested date of retirement and her claim for credit for unused sick days. Said written notice must be received no later than October 31st preceding the June retirement.

3. The effective date for written notice may be waived in case of an emergency, with the approval of the Superintendent of Schools and the sole discretion of the Board of Education.

4. In the event the employee dies subsequent to providing notice of his/her intent to retire, but prior to his/her retirement, the value of the accumulated and unused sick days as calculated below, shall be paid to said employee's estate.

B. Individuals employed prior to June 30, 1997 shall have the value of the sick days computed as follows:

1. Compensation shall be based on one-half (1/2) the per diem rate of pay, at the time of retirement for all accumulated unused sick days in excess of thirty (30) days.

C. Individual employed subsequent to June 30, 1997 shall have the value of the sick days computed as follows:

1. Employee shall be compensated for unused sick days at the rate of one-half (1/2) the per diem rate of pay, at the time of retirement to a maximum amount of \$15,000.00.

PROFESSIONAL DEVELOPMENT

A. An employee covered under this contract may be reimbursed for an amount not to exceed \$750.00 per school year (July to June) for course completion at an accredited institution for course work that is job related and pre-approved by the Superintendent of Schools.

B. An employee covered under this contract shall be reimbursed for business related travel as per district policy.

DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2009 and expire June 30, 2012.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, representatives, attested to by their respective secretaries/representatives, and the corporate seals to be placed hereon, all on the day and year first above written.

CENTRAL REGIONAL ADMINISTRATIVE OFFICE PERSONNEL ASSOCIATION

By: Representative,
Board Office

By: Representative,
Superintendent's Office

Date: _____

Date: _____

CENTRAL REGIONAL BOARD OF EDUCATION

By: President,
Board of Education

By: Asst. Supt. For Business/
Board Secretary

Date: _____

Date: _____

Salary Guides
Central Regional Administrative Office Personnel Association

<u>Step</u>	<u>2009/2010</u>	<u>Step</u>	<u>2010/2011</u>	<u>Step</u>	<u>2011/2012</u>
1	29,480	1	30,220	1	31,085
2	30,980	2	31,720	2	32,585
3	32,480	3	33,220	3	34,085
4	33,980	4	34,720	4	35,585
5	35,480	5	36,220	5	37,085
6	36,980	6	37,720	6	38,585
7	38,480	7	39,220	7	40,085
8	39,980	8	40,720	8	41,585
9	41,650	9	42,220	9	43,085
10	43,320	10	43,980	10	44,585
11	44,440	11	45,745	11	46,440
12	45,000	12	46,930	12	48,310
13	46,675	13	47,520	13	49,560
14	48,175	14	49,290	14	50,180
15	49,675	15	50,790	15	52,050

Placement on the guide for new employees as recommended by the Superintendent and approved by the Board of Education, based on prior experience/skills required.

LONGEVITY SCHEDULE

<u>LONGEVITY AMOUNT</u>	<u>AT THE COMPLETION OF:</u>
\$200.00	3 consecutive years
\$200.00	6 consecutive years
\$300.00	9 consecutive years
\$300.00	12 consecutive years
\$300.00	15 consecutive years
<u>\$400.00</u>	20 consecutive years
Total: \$1,700.00	

STIPENDS:

Secretary to the Superintendent -	\$2,000.00
Secretary to the Business Administrator -	\$2,000.00
Secretary to the Asst. Superintendent of Schools -	\$1,000.00
Bookkeeper for Student Accounts -	\$ 500.00