

46-03844-3042

MEMORANDUM OF UNDERSTANDING

This memorandum sets forth the understanding of the parties with respect to their Agreement reached January 27, 1972, in settlement of their collective bargaining negotiations.

1. The term of the Agreement shall be from February 1, 1972 through June 30, 1973, with increases in salaries and other economic items to be effective July 1, 1972.
2. Salaries are to be increased effective July 1, 1972 by multiplying the present salary schedule by 5.5%.
3. If not previously granted credit for prior work experience, present employees will be credited with one year of previous work experience for purpose of placement on the salary guide.

The application of items 2 and 3 will be in accordance with the following example:

Base salary	\$4,110.
" " X 5.5%	226.
Normal increment	210.
Experience credit increment	210
	<u>\$4,756.</u>
Present "differential" (if applicable)	500.
New salary	<u>\$5,256.</u>

4. The employee presently at Step 9 of the Salary Guide will also be granted the appropriate prior work experience credit increment (\$160.) on a "red circle" rate basis applicable only to the employee in question.
5. Employees working in the Business Office, which was formerly closed during the Christmas and Easter Weeks and will now remain open during such weeks, will have their annual salaries increased by two additional weeks' pay in compensation for working during the aforementioned weeks.
6. The parties agree to cooperate in finding a satisfactory solution to the concern expressed by employees for their personal safety when working alone. The Parties agree to initiate proceedings as promptly as possible but no later than March 15, 1972, to develop a solution.
7. It is understood that a committee of the parties will be appointed to negotiate the application of the present job descriptions to the employees covered by the Agreement with respect to whether or not such employees are properly classified. The parties agree that the job duties contained in said descriptions are not to be considered a matter for collective negotiations.

John Ford

 For Local 2196

Robert H. Jones

 For Board of Education

A G R E E M E N T

This Agreement is made and entered into effective as of the 1st day of February, 1972, by and between the Manalapan-Englishtown Regional Board of Education, hereinafter referred to as the "Board", and the Manalapan-Englishtown Federation of School Secretaries, Local 2198, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Federation".

ARTICLE I - RECOGNITION

- A. The Board recognizes the Federation as the sole and exclusive bargaining agent for secretaries and clerks employed by the Board full-time (herein defined as twenty (20) or more hours of scheduled work per week) excluding, however, the secretary to the Superintendent of Schools and all other employees not specifically included herein, pursuant to Chapter 303 of the 1968 laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, concerning terms and conditions of employment.
- B. Employees hired on a part time or temporary basis who work four (4) or more hours per day shall be deemed to be full time employees upon accumulation of ninety (90) such working days within a school year.

ARTICLE II - NON-DISCRIMINATION

The parties agree to follow a policy of not discriminating against any employee on the basis of race, color, creed, national origin, sex, or marital status, or membership, or participation in, or association with the activities of any employee organization.

ARTICLE III - GRIEVANCE PROCEDURE

- A. Definition - A "grievance" shall mean a complaint by an employee covered by this Agreement that there is a violation, misinterpretation, or misapplication of the provisions of this Agreement concerning employee working conditions, except that the term "grievance" shall not apply to (a) any matter for which a specific method of review is prescribed either by law or any regulation of the State Commission of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone; and (b) any matter not specifically part of this Agreement.

B. Procedure - A grievance to be considered under this procedure must be initiated by the grievant within seven (7) calendar days from the time of its occurrence or the time when the aggrieved became aware or should have become aware of the alleged grievance.

Step 1: Any employee covered by this Agreement who has a grievance shall discuss it first with the school official serving as her immediate supervisor in an attempt to resolve the matter informally at that level.

Step 2: If, as a result of the discussion, the matter is not resolved satisfactorily within five (5) school days the grievant shall set forth her grievance in writing to her immediate supervisor specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury, loss of inconvenience;
- (c) the results of previous discussion; and
- (d) her dissatisfaction with decisions previously rendered.

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

Step 3: The grievant may, no later than five (5) school days after receipt of the decision in the foregoing Step, appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter as specified above and her dissatisfaction with decisions previously rendered. The Superintendent shall meet with the grievant and attempt to resolve the matter as promptly as possible and shall communicate his decision in writing to the grievant within twenty (20) school days of receipt of the written grievance.

Step 4: If the grievance is not resolved to the grievant's satisfaction, she may request, no later than five (5) school days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty (30) school days of receipt of the grievance by the Board.

Any grievant may be represented at all stages of the grievance procedure by herself or, at her option, by a representative selected or approved by the Federation.

C. Arbitration - If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Federation wishes review by a third party, the grievance may be submitted to arbitration. If arbitration is requested, the Federation shall notify the Board within ten (10) school days of receipt of the Board's decision in Step 4 of the grievance procedure.

The following procedure shall be used to secure the services of an arbitrator:

- (a) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an impartial arbitrator in the dispute in question;
- (b) If the parties are unable to agree upon a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names; and
- (c) If the parties are unable to agree upon a mutually satisfactory arbitrator from the second submitted list, either party may request, within ten (10) school days from receipt of such list, the American Arbitration Association to designate an arbitrator.

The arbitrator shall limit himself to the interpretation and application of the terms of the Agreement, to the issues submitted to him, and shall not add to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be advisory only unless the Board and the Federation have previously mutually agreed that it shall be final and binding.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Federation. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV - FEDERATION RIGHTS AND PRIVILEGES

- A. The Federation will be provided with a bulletin board in each faculty lounge for the posting of official Federation notices and announcements to employees covered by this Agreement and shall submit a copy of all material to be posted to the Building Principal.
- B. The Federation shall have the privilege of calling meetings of employees covered by this Agreement before and after school hours and, should occasion arise, during appropriate lunch periods, subject to approval within the guidelines of Board policies and provided such meetings do not interfere with the proper operation of the school system.
- C. Upon request, the Board agrees to make available to the Federation information in the public domain.

D. The Board agrees to deduct from the salaries of employees covered by this Agreement dues for the Manalapan-Englishtown Federation of School Secretaries, Local 2198, American Federation of Teachers, AFL-CIO, in compliance with Chapter 310, Public Laws of the State of New Jersey, 1967, and of the rules established by the State Department of Education. Such monies collected, together with records of any corrections, shall be transmitted to the Treasurer of the Federation by the thirtieth of each month following the monthly pay period in which deductions were made. Authorizations for dues deduction shall be in writing signed by the individual concerned. Dues deductions will be made with the understanding that said deductions may be discontinued only if the person originally authorizing deductions files a notice of withdrawal, in which case dues deductions will terminate as of the January 1st or July 1st next succeeding the date on which the notice of withdrawal was filed. Authorization of dues deduction is to be forwarded to the Secretary of the Board.

ARTICLE V - TRANSFERS, REASSIGNMENTS AND PROMOTIONS

A. In the event of a job vacancy, new position, or promotion, the Superintendent shall cause to be posted notice of such openings for fifteen (15) school days in all faculty rooms prior to filling said vacancies. The notice to be posted shall include the procedure to be followed in applying for the position and a brief description of the necessary qualifications.

B. Voluntary Transfers - Employees covered by this Agreement may submit requests for job transfer or reassignment to the Superintendent through their immediate supervisors. In reviewing such request, the Superintendent shall consider the following factors: (a) ability, performance evaluations, education and training, knowledge and skill required; (b) length of service in the Manalapan-Englishtown School District; and (c) the best interest of the school system. The Superintendent will afford an applicant an interview, if requested.

C. Involuntary Transfers - In event layoff or transfer to a lower-rated job becomes necessary, due to reorganization or otherwise, the Federation will be advised and afforded an opportunity to discuss the matter and make recommendations. However, it is recognized that the Board retains the right to make such layoffs or transfers as it deems necessary in its discretion. In the application of the foregoing, in the case of individual employees, the Superintendent will consider the same factors as set forth in paragraph B above. If the employee believes that the application to her of the factors has been arbitrary or capricious, she may file a grievance. If an employee's job is eliminated, that employee would be given priority in filling a new position provided she was qualified to do the work.

D. If new positions are created within the bargaining unit, rates of pay for such positions shall be established by the Board but the Federation shall have the right to negotiate with respect to whether such rates of pay are equitable in relation to rates of pay for other jobs in the bargaining unit.

ARTICLE VI - WORKING CONDITIONS

A. The regular work week for a full-time employee shall consist of five (5) seven-hour days exclusive of lunch and the regular work week for a half-day ten month employee shall consist of five (5) four-hour days.

B. While it is understood that the daily working hours of all full-time employees covered by this Agreement consist of seven (7) hours exclusive of lunch, when pupils and teachers are dismissed early because of an emergency clerks and secretaries may be excused one-half hour beyond pupils' dismissal at the discretion of the Superintendent. However, clerks and secretaries will be required to work a full day when pupils are dismissed early but teachers are required to be on duty, either in the classroom, at conferences, or at in-service programs.

C. No clerk or secretary shall be required to report to her assignment on school days designated as "storm days". The Superintendent or his designee shall inform employees of same.

D. All clerks and secretaries covered by this Agreement will be afforded the holidays listed as such in the School Calendar. It is understood, however, that employees in the Business Office will be required to work during the Christmas and Easter Weeks.

E. Overtime will be paid for hours worked in excess of thirty-five (35) per week at the rate of time and one-half the employee's regular straight time hourly rate. Double time will be paid for hours worked on Sundays and holidays but overtime will not be paid on more than one basis for the same hours worked.

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

G. All ten-month employees are required to work from September 1st to June 30th. To the extent that a ten-month employee is required to work beyond ten months, such employee will be compensated for the additional time at a rate of pay proportionate to her current salary.

H. Twelve-month employees who have been employed full-time continuously for one year or more will be eligible for two (2) weeks' vacation and such employees who have been employed full-time continuously for five (5) years or more will be eligible for three (3) weeks' vacation. Twelve-month employees who have been employed full-time continuously for six (6) months but less than one year will be eligible for one weeks' vacation, which must be taken during the months of July and August. Employees who terminate their employment and who have not used up vacation days to which they are otherwise entitled shall receive pay for such days.

I. No employee covered by this Agreement shall be dismissed without fair and just cause.

J. Employees shall not be required to use their cars for official school business.

K. No secretary or clerk shall be assigned duties which would require them to perform such duties at home.

L. When a secretary is regularly scheduled to fill the job of a higher-paid secretary/Clerk, she shall be entitled to the higher rate of pay for each full day that she fills the higher-rated position.

M. Secretaries will not be regularly scheduled to act as nurses.

ARTICLE VII - LEAVES OF ABSENCE

A. Sick Leave - The Board shall grant ten (10) days of sick leave per year to each ten (10) month employee and twelve (12) days to each twelve (12) month employee and the unused days shall accumulate without limit. A record of sick leave accumulation will be issued to the employee by June 1st. This record will list the name of the employee and her record of accumulated sick leave with a place for signature indicating the correctness of the record. A copy is supplied the employee and the signed copy is for her personal file. When accumulated sick leave is exhausted, the Board will pay the difference between the employee's pay and the substitute's pay, provided a substitute is called in, for a maximum of fifteen (15) days per year.

B. Personal Leave Up to two (2) days leave of absence with pay for personal, legal, business, household or family matters which require absence during working hours will be allowed per year. Application to the employee's immediate supervisor for personal leave shall be made at least one week before taking such leave (except in the case of emergencies; whereby application shall be made as soon as possible after return to duty), and the applicant for such leave shall not be required to state the reason for taking such leave other than that she is taking it under this paragraph. The days shall not be consecutive and shall not be taken at the beginning or end of a 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.

C. Death in Family Leave - In case of death in the immediate family, an employee may be granted up to a maximum of five (5) days absence without loss of pay. The immediate family shall be defined as husband or wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents and foster parents of the employee.

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

E. Jury Duty - Employees who are required to serve on jury duty will receive their full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.

ARTICLE VIII - MISCELLANEOUS

A. Any employee covered by this Agreement who is required by the Board to take a physical examination for any reason, such cost of the examination shall be borne entirely by the Board.

B. The cost of tuition will be paid for courses if attendance is requested by the Board and approval granted. Reimbursement will require satisfactory completion.

A committee to make recommendations with respect to appropriate courses to be considered for reimbursement will be appointed by mutual agreement of the parties.

C. No deduction from an employee's salary will be made for participation in collective bargaining negotiations held during regular school hours if such participation during such time is specifically authorized by the Board.

D. An employee may request the right to inspect material in her individual personnel file, except that all pre-employment material shall be treated as confidential and shall not be made available to the employee. An employee may make a copy of the material which she is permitted to inspect.

E. If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

F. This Agreement incorporates the entire understanding of the parties on all negotiable matters and shall not be added to or deleted from until the expiration date except by mutual consent of both parties and by an instrument in writing duly executed by both parties. Negotiations on a new agreement shall commence no sooner than October 1, 1972 and no later than October 31, 1972.

G. Anything to the contrary notwithstanding, nothing in this Agreement shall be deemed to constitute a waiver by the Board of, or to deny or restrict the Board in the exercise of, the rights, responsibilities, or authority granted to it under applicable statutes.

H. In accordance with Chapter 303, changes or modifications in the terms and conditions of employment as contained in this Agreement shall be made only through negotiation with the majority representative.

ARTICLE IX - HOSPITALIZATION

The Board agrees to continue present insurance coverage for employees under the State Health Benefits Plan.

ARTICLE X - SALARIES

The salaries of all employees covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof.

ARTICLE XI - DURATION

This Agreement shall be effective as of February 1, 1972 and continue in effect through June 30, 1973, except that any increases in salaries and other economic benefits shall not become effective until July 1, 1972.

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

MANALAPAN-ENGLISHTOWN REGIONAL BOARD OF EDUCATION

By [Signature]
[Signature]

MANALAPAN-ENGLISHTOWN FEDERATION OF SCHOOL SECRETARIES, LOCAL 98, AMERICAN FEDERATION OF TEACHERS AFL-CIO

By [Signature]
[Signature]

SCHEDULE A - SALARY GUIDE

1972 - 1973

<u>Step</u>	<u>Present Salary</u>	<u>Salary Effective July 1, 1972</u>
1	\$ 3900	\$ 4115
2	4110	4336
3	4320	4558
4	4530	4779
5	4740	5001
6	4950	5222
7	5110	5391
8	5270	5560
9	5430	5729

Classification for Position to be added to place on Guide

A. Board Secretary's Office.....	\$ 300
B. Pool Secretary.....	300
C. Principal's Secretary.....	600
D. Assistant to Superintendent and Director of Curriculum Secretaries.....	700
E. Bookkeeper.....	600
F. Bookkeeper - Payroll (Secretary to the Board Secretary).....	900