



CONTRACT BETWEEN

THE COLTS NECK TOWNSHIP BOARD OF EDUCATION

AND

THE COLTS NECK TOWNSHIP  
CENTRAL OFFICE ADMINISTRATIVE PROFESSIONALS

EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2009



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**PREAMBLE**

- A. THIS AGREEMENT entered into as of July 1, 2006, by and between the Board of Education of Colts Neck Township, New Jersey, hereinafter called the "Board" and the Colts Neck Township Central Office Administrative Professionals, hereinafter called the "CNTCOAP".
- B. All terms and conditions of the previous contract from July 1, 2003 through June 30, 2006 between the Colts Neck Township Board of Education and the Colts Neck Township Central Office Administrative Support Staff continue with the same cause and effect for the 2006-07 school year and for July 1, 2007 through January 30, 2008 with the exception of the salary chart incorporated in Article XII which shall be retroactive.

**ARTICLE I**  
**RECOGNITION**

A. Bargaining Unit

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Central Office Administrative Professionals (CNTCOAP) as the exclusive and sole representative for collective negotiation for terms and conditions of employment for all persons here agreed by the Board and the CNTCOAP to be covered by this contract. Those covered by the contract are identified as all regularly employed by the Colts Neck Township Board of Education, hereinafter referred to as employees:

- 1. Secretary to the Superintendent (12 month position) \*
- 2. Secretary to the Business Administrator/Board Secretary (12 month position) \*
- 3. Secretary to the Director of Curriculum and Instruction (12 month position)
- 4. Secretary to the Director of Special Services (12 month position)
- 5. Bookkeeper/Payroll Accounts Assistant (12 month position) \*
- 6. Assistant Secretary – Superintendent's Office (12 month position) \*
- 7. Assistant Secretary – Special Services Office (10 month position)
- 8. Assistant Bookkeeper (12 month position) \*

\* These five (5) positions shall cease to be covered by this agreement as of the last date of the current employees' date of employment in that current employee's position or as of July 1, 2009, whichever occurs first.

B. Definition of Member of Bargaining Unit

Unless otherwise indicated, the term "employee" when used herein shall refer to a member or members of the bargaining unit as defined above, male and female.

- C. All members of this bargaining unit shall receive a salary increase for the 2006-07, 2007-08, and 2008-09 school years based on the salary chart incorporated in Article XII.
- D. Anytime the words bargaining unit are used they shall mean the Colts Neck Township Central Office Administrative Professionals.

**ARTICLE II**  
**NEGOTIATION OF SUCCESSOR CONTRACT**

**Deadline Date**

The parties agree to enter into collective negotiation over a successor contract in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment. Such negotiations shall begin prior to the expiration of the current contract in compliance with Public Employees Relations Commission (PERC) regulations.

Any contract so negotiated shall apply to all Colts Neck Township Central Office Administrative Professionals, be reduced to writing, and be submitted to the employees bargaining unit and Board for a ratification vote. Upon adoption, the contract shall be signed.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

A. Definition

1. A "grievance" shall mean a complaint by an employee or the bargaining unit based upon the interpretation, application or violation of this agreement, policies, or administrative decisions affecting the terms and conditions of employment of a member or a group of support staff members.
2. An "aggrieved party" is the person, persons, or the bargaining unit making the complaint. In the case of a grievance by the bargaining unit, the grievance shall include the name of the bargaining unit member representing the aggrieved party.
3. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
4. A grievance to be considered under this procedure must be initiated by the aggrieved party within thirty (30) calendar days of its occurrence.

B. Procedure

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment. 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 contained herein shall be construed as limiting the right of any aggrieved party having a grievance to discuss the matter informally with the employee's immediate supervisor.
3. An aggrieved party may be represented at all levels of the grievance procedure by himself/herself, or at the employee's option, by the bargaining unit.
4. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level. Failure at any level of this procedure by the aggrieved party to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
5. It is understood that the aggrieved party shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

6. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by written mutual agreement.
7. In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party to the grievance, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
8. No reprisals of any kind shall be taken by the Board, any member of the administration, or by any member of the bargaining unit against any party to the grievance by reason of his/her participation in the grievance procedure.

C. Implementation

1. An aggrieved party with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the bargaining unit, with the objective of resolving the matter informally.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within ten (10) calendar days, the employee shall set forth the grievance, in writing, to the employee's supervisor specifying:
  - a. the nature of the grievance
  - b. the nature and extent of the injury, loss or inconvenience
  - c. the interpretation of previous discussions
  - d. the dissatisfaction with decisions previously rendered

The supervisor shall communicate his/her decision to the aggrieved party in writing within ten (10) calendar days of receipt of the written grievance.

3. The aggrieved party, no later than ten (10) calendar days after receipt of the supervisor's decision, may appeal the supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in duplicate, reciting the matter submitted to the supervisor as specified above and the employee's dissatisfaction with decisions previously rendered. The Superintendent will forward one copy of the appeal to a spokesperson for the CNTCOAP. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days. The Superintendent shall communicate the decision in writing to the aggrieved party, the supervisor and the bargaining unit spokesperson.
4. If the grievance is not resolved to the aggrieved party's satisfaction, the employee not later than ten (10) calendar days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach papers only related to the grievance and forward the request to the

Board of Education. The Board shall review the grievance and, at the option of the Board, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the bargaining unit spokesperson, the bargaining unit members shall have the right to be present as observers. The President of the Board of Education or his/her designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

5. If the aggrieved party is dissatisfied with the decision of the Board of Education, the employee may request in writing within fifteen (15) calendar days, that the bargaining unit submit the grievance to arbitration. If the bargaining unit wishes review by a third party, the CNTCOAP shall notify the Board within ten (10) calendar days after receipt of the aggrieved party's request and shall submit the grievance to arbitration within fifteen (15) calendar days after receipt of the aggrieved party's request. Grievances concerning (a) any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by Board alone; and (b) a complaint of a non-tenure employee which arises by reason of the employee not being re-employed, shall not be deemed arbitratable.

D. Arbitration Procedure

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

1. A request by either party to the grievance may be made to the PERC and the parties agree to be bound by the rules of the PERC.
2. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. All arbitrations shall take place after duty hours of all bargaining unit employees. The decision of the arbitrator shall be submitted to the Board and CNTCOAP and shall be final and binding on the parties pertaining only to the terms and conditions of the contract. Other than terms and conditions of this contract, the arbitrator's decision shall be advisory.

E. Costs

1. Each party to the grievance shall bear the total costs incurred by them.
2. The fees and expenses of the arbitrator are the only costs that will be shared by the parties to the grievance and such costs shall be shared equally.
3. If time is lost by an employee who is not required by the arbitrator for the arbitration proceedings and necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be charged to available personal leave.

**ARTICLE IV**  
**EMPLOYEE WORK DAY/YEAR**

A. Terms of Employment

12 month employees - July 1<sup>st</sup> through June 30<sup>th</sup>  
10 month employees - September 1<sup>st</sup> through June 30<sup>th</sup>

- B. For existing employees under contract with the district as of the date of Board approval of this agreement of January 30, 2008, the length of the workday from September 1<sup>st</sup> through June 30<sup>th</sup> shall be seven and one-half (7.5) hours from 8:30 a.m. to 4:00 p.m. which shall include a thirty (30) minute duty-free lunch. Starting July 1<sup>st</sup> through August 31<sup>st</sup> the employee workday shall be six and one-half (6.5) hours from 8:30 a.m. to 3:00 p.m. which shall include a thirty (30) minute duty-free lunch.

For new employees who do not have an existing contract with the district and are hired after the date of Board approval of this agreement of January 30, 2008, the length of the workday from September 1<sup>st</sup> through June 30<sup>th</sup> shall be eight (8) hours from 8:30 a.m. to 4:30 p.m. which shall include a thirty (30) minute duty-free lunch and a fifteen (15) minute duty-free break. Starting July 1<sup>st</sup> through August 31<sup>st</sup> the employee workday shall be seven and one-half (7.5) hours from 8:30 a.m. to 4:00 p.m. which shall include a thirty (30) minute duty-free lunch. In offices where there are two (2) or more employees, lunches shall be staggered such that full coverage is provided.

- C. On the last school day prior to the Winter Recess, the employees will be required to work until 1:00 p.m.
- D. On delayed opening days employees are to report to work by 10:00 a.m.
- E. On early closing days employees may leave as permitted by the Superintendent.
- F. Employees working overtime on regular or assigned dates will be provided compensatory time equal to the time worked and must receive approval from the employee's direct supervisor and the Superintendent.
- G. For existing employees under contract with the district as of the date of Board approval of this agreement of January 30, 2008, up to three (3) years of service, twelve (12) month employees shall be entitled to ten (10) vacation days annually. After four (4) years and up to seven (7) years of service, twelve (12) month employees shall be entitled to fifteen (15) days vacation annually. After eight (8) or more years of service, twelve (12) month employees shall be entitled to twenty (20) days vacation annually.

1-3 years	10 days vacation
4-7 years	15 days vacation
8+ years	20 days vacation

For new employees who do not have an existing contract with the district and are hired after the date of Board approval of this agreement of January 30, 2008, up to three (3) years of service, twelve (12) month employees shall be entitled to ten (10) vacation days annually. After four (4) years and up to ten (10) years of service, twelve (12) month

employees shall be entitled to fifteen (15) days vacation annually. After eleven (11) or more years of service, twelve (12) month employees shall be entitled to twenty (20) days vacation annually.

1-3 years	10 days vacation
4-10 years	15 days vacation
11+ years	20 days vacation

Earned vacation shall be available each July 1<sup>st</sup> based on years of service earned during the prior contract year.

For any new employee hired prior to February 1<sup>st</sup>, vacation days will be prorated for the first year of employment with the employee eligible to take vacation after July 1<sup>st</sup> of that calendar year. Prorating of vacation days shall only occur during the first year of employment.

Vacation time must be approved by the employee's direct supervisor and the Superintendent.

- H. Employees are entitled to be off on the same holidays and recess periods afforded to the central office certificated staff.
- I. A Colts Neck Township Central Office Administrative Professional employed after February 1<sup>st</sup> of any school year will remain on the same salary step and will not receive full credit toward the next increment step for the following year.
- J. A ten (10) month employee moving into a twelve (12) month position shall receive one (1) full year credit for each year of district service in the ten (10) month position.

**ARTICLE V**  
**BOARD OF EDUCATION RIGHTS**

- A. The Board, on its own behalf and on behalf of the citizens of the Township of Colts Neck, hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it 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 right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties;
  2. To hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees with just cause;
  3. To maintain efficiency of the school district operations entrusted to them;
  4. To determine the methods, means and personnel by which such operations are to be conducted; and
  5. To take actions which are necessary to carry out the mission of the school district in situations of emergency.
- B. The exercise of the 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 hereof in conformance with the constitution and laws of the State of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under Title 18A: School Laws of New Jersey, or any other laws or regulations as they pertain to education.
- D. Any dialogue between employer and employee is to be conducted in a professional manner.

**ARTICLE VI**  
**EMPLOYEE RIGHTS**

- A. Criticism of an employee by a supervisor, administrator, or Board member shall be made in confidence and not at public gatherings.
- B. Criticism by an employee of the administration or the Board shall be made in confidence and not at public gatherings.
- C. Employees shall receive written notice of employment for the following year by May 31<sup>st</sup>.
- D. Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the bargaining unit and its affiliates for the purpose of engaging in collective negotiations and other concerted legal activities for mutual aid and protection. The Board shall not discriminate against any employee by reason of his/her membership in the bargaining unit and its affiliates or his/her participation in any lawful activities of the bargaining unit and its affiliates.
- E. The Board shall not discriminate with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin, and other characteristics protected by law or bargaining unit activity. Nothing contained in this Agreement shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- F.
  - 1. No employee shall be disciplined without just cause.
  - 2. Whenever an employee is required to attend a meeting before a supervisory or administrative staff, which meeting may result in disciplinary action against the employee, that employee shall be given advance notice of the meeting and of its disciplinary nature and advised of his/her right to be represented by the bargaining unit at the meeting. This provision is not intended to apply to fact gathering inquires by the supervisory or administrative staff.
- G. Whenever an employee is required to appear before the Board or any committee or any member thereof concerning any charge or inquiry into a matter which could adversely affect the continuation of that employee in his position or employment, then he/she shall be given prior written notice of the reasons of such meeting or interview and shall be entitled to have a representative of his/her bargaining unit in attendance during such meeting or interview.
- H.
  - 1. Employees are to be notified in writing of the results of their evaluations. The employee shall sign a copy to acknowledge receipt only; the employee shall be permitted to write his/her comments as to any areas of disagreement.
  - 2. Employees shall receive a copy of any and all disciplinary material placed in their personnel file. Employees shall be entitled to attach a response to reprimands, complaints, or any other material to be placed in their personnel file. Employees must be informed when formal documentation is filed.
  - 3. With prior appointment, employees shall have the right to review the contents of their personnel file. Upon request, employees shall be entitled to a copy of any

material contained in their personnel file.

- I. Employees shall recognize and honor the Board's obligation to protect confidentiality of student and employee information and shall not disclose such information to other persons except as necessary to the performance of their duties.
- J. Any dialogue between employer and employee is to be conducted in a professional manner.
- K. Up to an aggregate of two (2) bargaining unit days to be taken in half day or full day increments shall be allowed for CNTCOAP staff representatives to attend conferences or to conduct bargaining unit business. This release time shall be granted as required for the occasions stipulated during each contract year upon prior notification to their immediate supervisor and upon approval of the Superintendent.

**ARTICLE VII**  
**STAFF DEVELOPMENT**

- A. Reimbursement of expenses is provided to CNTCOAP employees for course work, workshops and/or seminars that are consistent with the employee's duties and responsibilities. Enrollment in courses, workshops and/or seminars must receive the approval of the employee's supervisor and the Superintendent prior to his/her attendance. All requests will be subject to the limitation of the current year's budget. Reimbursement for course work is provided for ten (10) month and twelve (12) month employees who have worked for the district one (1) full calendar year and work twenty (20) or more hours weekly.
  
- B. CNTCOAP employees who have completed one (1) year of employment in the district may apply to the superintendent for reimbursement of undergraduate or graduate tuition. All course work must receive approval prior to the employee's attendance.

The following procedures shall apply for tuition reimbursement for each contract year:

- 1. The CNTCOAP employee shall not exceed the cost of eight (8) undergraduate or graduate credits.
  - 2. Reimbursement shall be at the current Rutgers University tuition rate.
  - 3. Payment shall be made to the employee upon documentation of successful completion of the approved course work.
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- C. When courses, workshops or seminars are required for continued employment, the cost of the program shall be paid consistent with district practice.

**ARTICLE VIII**  
**TEMPORARY LEAVES OF ABSENCE**

A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year:

1. Personal

- a. For ten (10) and twelve (12) month employees, three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application of the employee's immediate supervisor for the personal leave shall be made at least five (5) calendar days before taking such leave (except in the cases of emergency, but shall be required to contact his/her immediate supervisor or designee to explain the emergency prior to taking said leave) and the applicant for such leave shall not be required to state the reason for taking it under this section. At the end of each year, any unused personal days shall be applied to sick leave days.
- b. New twelve (12) month employees hired after July 1<sup>st</sup> will be allotted leave(s) time for personal, legal business, household, or family matters on a prorated basis. New ten (10) month employees hired after September 1<sup>st</sup> will be allotted leave(s) time for personal, legal business, household, or family matters on a prorated basis. New employees will be given credit for a full month if they work any time before the 15<sup>th</sup>.
- c. Time necessary for appearance in any legal proceeding connected with the employee's employment, or with the school system, except an action by that employee, if the employee is required by law to attend.

2. Family Death

- a. Up to five (5) days total per occurrence in the event of death in the immediate family wherever domiciled, or any relative domiciled in the employee's residence. This leave is to be taken immediately following the death of the immediate family member.
- b. The immediate family is defined as:
  - (1) Husband, wife, and children,
  - (2) Father and mother,
  - (3) Step father and step mother,
  - (4) Sisters and brothers,
  - (5) Grandparents,
  - (6) Grandchildren, and
  - (7) Corresponding in-laws defined as:

- i. Father-in-law and mother-in-law,
- ii. Sister-in-law and brother-in-law,
- iii. Son-in-law and daughter-in-law, and
- iv. Grandparent-in-law.

c. Additional leave for death may be granted upon approval of the Superintendent.

3. Serious Family Illness

a. Up to five (5) days total annually in the event of serious illness in the immediate family (defined above) wherever domiciled, or any relative domiciled in the employee's residence.

b. Up to three (3) days total annually in the event of serious illness of other family members not residing in the household of the employed.

c. The family, *other than the immediate family*, is defined as follows:

- (1) Father-in-law and mother-in-law,
- (2) Sister-in-law and brother-in-law,
- (3) Son-in-law and daughter-in-law, and
- (4) Grandparent-in-law.

d. An explanation of the nature of the family member's illness shall be provided on the leave form.

e. Medical certification shall be required indicating the nature of the serious illness and shall be granted for hospitalization, out-patient services, and surgery.

f. Additional circumstances and/or leave for serious illness may be granted upon approval of the Superintendent.

4. Other Leaves

a. Other leaves of absence with or without pay may be granted by the Board for good reason.

b. Jury duty will be granted with pay less the jury duty stipend.

c. The employees are discouraged from taking leave time either immediately before or immediately after any recess periods (e.g., Thanksgiving Recess, Winter Recess, President's Holidays, Spring Recess, etc.).

B. 1. Accumulative Sick Leave

Leaves taken pursuant to Section A. above shall be in addition to ten (10) days accumulative sick leave for ten (10) month employees or twelve (12) days accumulative sick leave for twelve (12) month employees to which employees

are entitled.

2. Prorated Sick Leave

New employees hired after July 1<sup>st</sup> for twelve (12) month employees and after September 1<sup>st</sup> for ten (10) month employees will be allotted sick days on a prorated basis according to the following formula: one (1) sick day per number of months between the date of employment and June 30<sup>th</sup>. New employees will be given credit for a full month if they work any time before the 15<sup>th</sup>.

C. Good Attendance Incentive

Employees who use three (3) or less sick days per annum will be given a one hundred dollar (\$100) stipend as a good attendance incentive. All employees receiving compensation under this section shall receive compensation no later than September 1<sup>st</sup>.

D. Sick Leave Bank

The Board shall establish a Sick Leave Bank for all employees. This bank is established to provide compensable leave coverage to employees who are absent for an extended period due to catastrophic illness or injury. This bank shall operate in accordance with the following rules and regulations.

1. An employee with thirty (30) days accumulated sick leave may donate to the Sick Leave Bank. Sick days from the annual allotment of twelve (12)/ten (10) days may not be donated. Written notice must be given to the employees desiring to donate a minimum of one (1) day from accumulated sick days or personal days during the enrollment period, prior to any employee's request to utilize the Sick Leave Bank. The annual enrollment period shall be from June 1<sup>st</sup> to June 30<sup>th</sup>. The contributed sick day(s) will be deducted from the employee's accumulated sick leave as of July 1<sup>st</sup>.
2. All employee(s) contribution(s) shall be voluntary.
3. The Sick Leave Bank shall be available only to those employees who have:
  - a. exhausted all earned and accumulated sick leave; and
  - b. a physician's certification of a serious illness; and
  - c. been absent a minimum of thirty (30) consecutive workdays; any exceptions may be appealed to the Board.
4. Use of Sick Leave Bank days for intermittent leave for serious illness may be granted by the Board.
5. An employee who is eligible to utilize the bank must submit a written request to the Superintendent or his/her designee. The request shall outline the nature of the problem and the reason(s) for the requested use of the bank. This request shall also include medical verification of the illness, injury or disability.

Verification of continued disability will be required at quarterly intervals. The Board reserves the right to have the employee examined by medical personnel of its choice.

6. An employee's utilization of the Sick Leave Bank shall be subject to approval of the Board.
7. An employee is limited to no more than one hundred fifty (150) Sick Leave Bank days in a three (3) year period.
8. Utilization of the Sick Leave Bank in any subsequent school year shall be subject to the renewed approval of the Board. As of the commencement of a new school year, an employee must exhaust all entitlements for that year, including sick days, personal days, and vacation days, prior to being eligible for use of the Sick Leave Bank.
9. Sick Leave Bank days are donated June 1<sup>st</sup> to June 30<sup>th</sup>. Within thirty (30) calendar days from date of ratification, days may be donated from the 2006-07 work year.

**ARTICLE IX**  
**EXTENDED LEAVES OF ABSENCE**

A. Eligibility

1. To be eligible for contractual leave, an employee must have worked at least one (1) year prior to the commencement of the extended leave.
2. To be eligible for salary increment, an employee must work at least six (6) months for a twelve (12) month position and five (5) months for a ten (10) month position in the school year in which the extended contractual leave commences or terminates.

B. Notifications

1. The employee must provide their request in writing to the Superintendent for extended contractual leave no less than thirty (30) days prior to the commencement of leave, or as soon as the employee knows of it.
2. In order to receive an offer of re-employment, the employee must notify the Superintendent of their intent to return to their position no later than thirty (30) days prior to their return to work.
3. A request for extension in the leave must be made in writing to the Superintendent and will be subject to Board approval.

C. Regulation of Leave

1. The Board reserves the right to regulate the commencement and termination date of an anticipated contractual or statutory leave in order to preserve the continuity of operations.
  - a. When the Board regulates such leave, the employee will be considered to be on an unpaid involuntary leave and shall be entitled to all sick leave and insurance benefits during the period of contractual or statutory leave pursuant to the negotiated agreement and rules of the insurance carrier.

D. Election to Work

1. The employee may elect to continue to work:
  - a. Until the employee's physician and the Board physician agree that the employee is medically unable to continue working, or
  - b. provided there is a difference of medical opinion between the employee's physician and the Board's physician, then the two (2) physicians shall agree in good faith on a third (3<sup>rd</sup>) impartial physician who shall examine the employee and whose medical opinion shall be conclusive. The cost of the third (3<sup>rd</sup>) physician's examination shall be borne by the Board.

E. Leave Types

1. Contractual

a. Disability

- (1) Contractual leave may be granted for disability reasons following the exhaustion of the employee's available statutory leave at the sole discretion of the Board.

b. Child-Care

- (1) Available at the end of the disability period or
- (2) in the case of paternal child-care leave or the adoption of a child, upon the birth of a child or the date of custody of the child.
- (3) Terminates at the end of the contract year in which the leave is granted. An extension beyond the end of the contract year of one (1) additional year or other adjustment in the duration of the leave shall be at the sole and full discretion of the Board.

- c. An employee on a voluntary unpaid leave of absence shall not be eligible to receive or to accrue benefits except as provided by statute. The Board shall, however, continue the employee's coverage in the district's group health plans for a period of nine (9) weeks, after which the employee may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.

d. Other Leaves:

(1) Care of Family Member

- i. An unpaid contractual leave of absence of up to one (1) year shall be granted for the purpose of caring for a serious illness for a member of the employee's immediate family (husband, wife, children, father, mother, step-father, step-mother, sisters and brothers, grandparents, grandchildren, and corresponding in-laws (i.e., father-in-law and mother-in law, sister-in-law and brother in law, son-in-law and daughter-in-law, and grandparent-in-law), wherever domiciled, or any family member domiciled in the employee's residence. This leave may be renewed for one (1) additional year with Board approval.

2. Other

- a. Educational (Sabbatical) – paid, partially paid or unpaid leave may be granted by the Board. These leaves generally shall be of such a nature that the granting of them will benefit the Colts Neck Township school system. Application for such leave shall be made to the Superintendent no later than thirty (30) calendar days prior to the commencement of the leave period.
- b. Personal – extended personal leave shall be requested in writing to the Superintendent. The Superintendent may approve the leave and submit the leave request to the Board for their approval.
- c. Jury Duty – will be granted with pay less the Jury Duty stipend.

3. FMLA

- a. Administration of FMLA shall be in accordance with prevailing statutes.

4. NJFLA

- a. Administration of NJFLA shall be in accordance with prevailing statutes.

F. Return to Work

- 1. All benefits to which an employee was entitled at the time the leave commenced including, but not limited to unused accumulated sick leave, shall be restored to the employee upon the employee's return.
- 2. The employee must notify the Superintendent of their intent to return to work at least thirty (30) days prior to the termination of their leave.

**ARTICLE X**  
**RETIREMENT BENEFITS**

A. Retirement Benefit

For existing employees under contract with the district as of the date of Board approval of this agreement of January 30, 2008 and following ten (10) years employment in the Colts Neck School District, the retiring CNTCOAP member shall receive in the amount of:

10 years	\$1,250
15 years	\$1,500
20 years	\$1,750

For new employees who do not have an existing contract with the district and are hired after the date of Board approval of this agreement of January 30, 2008 and following fifteen (15) years employment in the Colts Neck School District, the retiring CNTCOAP member shall receive a one (1) time payment in the amount of one thousand four hundred dollars (\$1,400).

This benefit will be provided subject to the following conditions:

1. Written notice of intent to retire must be submitted to the Superintendent prior to February 1<sup>st</sup> of the school year in which the retirement will occur. If the notification is not timely, the employee may make application by letter, consistent with this article, the following year only.
2. The employee retiring will receive the benefit during July, subsequent to having submitted the notification described above.

B. Accumulated Sick Leave

For existing employees under contract with the district as of the date of Board approval of this agreement of January 30, 2008 and following ten (10) years of employment in the Colts Neck School District, upon retirement, the retiring staff member shall be compensated for accumulated sick leave in the amount of \$45.00 for each accumulated sick leave day up to a maximum amount of \$4,000.

For new employees who do not have an existing contract with the district and are hired after the date of Board approval of this agreement of January 30, 2008 and following fifteen (15) years of employment in the Colts Neck School District, upon retirement, the retiring staff member shall be compensated for accumulated sick leave in the amount of \$47 in 2006-07, \$49 in 2007-08, and \$51 in 2008-09 for each accumulated sick day over ten (10) days up to a maximum amount of \$3,490 in 2006-07, \$3,658 in 2007-08, and \$3,834 in 2008-09.

Written notice of intent to retire must be submitted to the Superintendent prior to February 1<sup>st</sup> of the school year in which the retirement will occur. If the notification is not timely, the employee may make application, consistent with this article, during the

following year.

**ARTICLE XI**  
**INSURANCE**

- A. Health insurance will be provided for all employees who are covered by the Board of Education on the date on which insurance terms of this Agreement have been renegotiated. Premiums for such coverage shall be paid by the Board of Education on the following schedule:

Unmarried Employees: Coverage by Blue Cross/Blue Shield Insurance Plan. Maternity benefits are included.

Married Employees: Coverage by Blue Cross/Blue Shield Insurance Plan for the employee, spouse and unmarried children under twenty three (23) years of age who live with the employee in a regular parent-child relationship. Maternity benefits are included.

The Board of Education will have the flexibility to replace Blue Cross/Blue Shield - Horizon Program and Delta Dental with another carrier that will provide equal or better benefits.

Employees are considered full time if they work a minimum of twenty eight (28) hours a week on a regular basis in order to receive Health/Dental insurance benefits.

- B. Mandatory Second Opinion Surgery and Preadmission Certification/Continued Stay Review:
1. The health insurance plan herein available to employees through the Blue Cross/Blue Shield - Horizon Program shall provide for mandatory second opinion surgery, a pre-admission certification in non-emergency cases, and continued stay review in accordance with the practices governing the foregoing as established by the Blue Cross/Blue Shield - Horizon Program.

C. New Employees

The Board shall provide to employees employed effective September 1, 1997 POS medical single coverage only. These employees have the right to purchase dependent coverage. Upon completion of three (3) years of employment in the Colts Neck Township School District, the Board of Education shall provide to said employee POS family coverage. Employees may opt for expanded available coverage at their own expense.

D. Medical and Dental Benefits

1. The Board shall offer those employees who have medical coverage the option to receive a stipend in lieu of medical benefits. Employees will be eligible for the stipend either upon the date of hire or during the open enrollment period in May of each year. The stipend will be paid at the end of each school year. It will be capped as follows based on a twelve (12) month premium:

- \$1,200 - Single Coverage
- \$1,700 - Parent and Child Coverage
- \$2,600 - Husband and Wife
- \$3,000 - Family

The stipend is subject to standard payroll taxes. Every effort shall be made to pay the stipend in June, but no later than August.

- a. Employees/Dependents who have waived the coverage may re-enter by applying during the enrollment period each year. A hardship provision for re-entry is available which allows employees to re-enter the program on an immediate basis when there is a loss of coverage by a spouse resulting from:

- (1) Termination of employment
- (2) Legal separation (copy of decree required)
- (3) Group contract/policy terminated
- (4) Divorce (copy of decree required)
- (5) Death (copy of certificate required)
- (6) Military discharge (Form DD214 required)

- 2. First dollar benefits for all employees will be deleted with the exception of:
  - a. Mandatory second opinion
  - b. Routine physical
  - c. X-rays
  - d. Lab work

These benefits will be paid at one hundred per cent (100%) of the reasonable and customary cost. All other benefits shall be covered by major medical.

- 3. The Board shall provide to employees employed effective September 1, 1997 single only dental coverage. Upon completion of three (3) years of employment in the Colts Neck Township School District, the employee can opt for the Board's family dental coverage. The Board shall pay in full the premium cost of enrollment in the Delta Dental Plan.

- E. All retired employees with less than twenty-five (25) years of service will be eligible to participate in the medical health insurance plan provided by the Board of Education insurance carrier. All costs of the plan for the retiree will be paid for by the retiree.
- F. Board agrees to underwrite losses of personal property, other than cars and other means of transportation, used in the working process up to five hundred dollars (\$500) per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing insurance policy.
- G. All employees will be reimbursed for any job-related tests needed for alcohol or drug abuse limited to blood and urinalysis tests only as required by the State of New Jersey.
- H. The Board of Education may offer a voluntary flexible spending insurance program. Start up costs, legal costs, and annual fees will be borne other than by the CNTCOAP. Individual employees will be responsible for their participation (participant) fees.

**ARTICLE XII**  
**SALARY CHART**

A. Employees shall receive annual salaries as outlined below:

<u>Employee</u>	<u>Position</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Kathleen Condron	Bookkeeper/Payroll Accounts Assistant	\$46,950	\$49,063	\$51,222
Danielle DeMaio	Assistant Secretary - Special Services Office	\$12,500	\$12,500	\$13,050
Helen Eberle	Secretary to the Director of Special Services	\$41,274	\$43,131	\$45,029
Georgette Giuffre	Secretary to the Superintendent	\$57,665	\$60,260	\$62,911
Joan Meyer	Assistant Secretary – Superintendent’s Office	\$31,347	\$32,758	\$34,199
Danielle Reese	Director of C&I Secretary	\$38,804	\$40,550	\$42,334
Ann Marie Steeneck	Secretary to the Business Administrator/Board Secretary	\$49,188	\$51,401	\$53,663
Laura Toth	Assistant Bookkeeper	\$34,485	\$36,037	\$37,623

B. The Board reserves the right to increase or decrease salaries for new hires of each position to reflect the experience level of the new hire and/or the needs of the district. All benefits and conditions of this contract shall apply to the new hire of each position.

C. For new hires, the annual salary increase will be 4.5% for 2006-07, 4.5% for 2007-08 and 4.4% for 2008-09. An employee hired after February 1<sup>st</sup> of any school year will remain on the same salary and will not receive a salary increase for the following year.

**ARTICLE XIII**  
**SEVERABILITY**

If any term, provision or condition of this contract is held to be unlawful, illegal or in violation of law in a final judgment, such term, provision or condition shall be null and void and such action shall have no effect on the balance of this contract.

**ARTICLE XIV**  
**DURATION OF CONTRACT**

This contract shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009. This contract will remain in full force and effect for the full period of three (3) years and its terms will not be renegotiated during said period.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective representatives and attested by their seals.

COLTS NECK TOWNSHIP CENTRAL OFFICE ADMINISTRATIVE PROFESSIONALS

By: \_\_\_\_\_  
Kathleen Condron

By: \_\_\_\_\_  
Georgette Giuffre

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By: \_\_\_\_\_  
Cindy O'Brien, President

By: \_\_\_\_\_  
John A. Paredes, Business Administrator/Board Secretary