

CONTRACTUAL AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT

OF THE BOROUGH OF MANASQUAN BOROUGH BOARD OF EDUCATION

AND

MANASQUAN ASSOCIATION OF SUPPORTIVE SERVICES

FISCAL YEAR

X 1981-82

(TEACHER AIDES)

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PREAMBLE

This Agreement entered into this 1st day of July 19 81 , by and between the Board of Education of the School District of the Borough of Manasquan, New Jersey, hereinafter called the "Board", and the Manasquan Association of Supportive Services, hereinafter called the "Association", incorporates the articles hereinafter indexed and further defined.

ARTICLE I

RECOGNITION

The Manasquan Board of Education recognizes the Manasquan Association of Supportive Services as the exclusive representative for the purpose of collective negotiations for unit identification. The Manasquan Association of Supportive Services shall be composed of all full-time Teacher's Aides employed for four or more hours per day but excluding part-time Teacher's Aides and substitutes.

ARTICLE II

NEGOTIATION PROCEDURE

A. In accordance with the provisions of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1, et seq., the parties agree to enter in collective negotiations in good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall be according to rules and regulations as set up by the Public Employment Relations Commission. Any agreement so negotiated shall apply to all members of the appropriate unit, be reduced to writing, be signed by the authorized representatives of the Board and the Association and be adopted by the Board.

B. During negotiation, facts, opinions, proposals and counterproposals will be exchanged by the parties thereto. The Board and/or the Superintendent shall furnish the Association representatives with any information which is a matter of public record or which is encompassed under the Right to Know Law.

C. Neither party shall have control over the selection of the negotiating representatives of the other party. Either party may call upon professional advisors to serve as consultants during any period or phase of the negotiations.

D. This Agreement incorporates the entire understanding of the parties hereto on all matters which were or could have been the subject of negotiation. During the term of the Agreement

neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.

E. This Agreement shall not be modified in whole or in part by the parties hereto, except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "Grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees of this Association.

2. Aggrieved Person

An "Aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

A "Party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

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 employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

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 may, however, be extended by mutual agreement.

2. Level One - principal or immediate superior

An employee with a grievance shall first discuss it with his/her principal or immediate superior, either directly or through the Association's designated representative, within 30 days of when the grievant knew or should have known of the event or occurrence giving rise to the grievance with the objective of resolving the matter informally.

3. Level Two - superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within seven (7) calendar days after the presentation of the grievance, he/she may file the grievance in writing with the Association within seven (7) calendar days after the decision at Level One or fourteen (14) calendar days after the grievance was presented, whichever is sooner. Within seven (7) calendar days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

4. Level Three - Board of Education

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered to the Superintendent, he/she may, within seven (7) calendar days after a decision by the Superintendent or twenty (20) calendar days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that if the Association determines that the grievance is meritorious, it may submit the grievance to the Board of Education within twenty (20) calendar days after receipt of a request by the aggrieved person.

D. RIGHTS OF EMPLOYEE TO REPRESENTATION

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by 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. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason

of such participation.

E. MISCELLANEOUS

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, 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 such a grievance through all levels of the grievance procedure unless the aggrieved person does not wish it to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three shall be in writing.

3. Forms

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

4. Meetings and Hearings

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, heretofore referred to in this Article.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1, et seq., every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1, et seq., or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to restrict

or deprive any employee of any rights conferred and guaranteed by the Constitution of the United States and of the State of New Jersey, and all duly enacted laws and regulations enacted pursuant thereto, including but not by way of limitation, the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1, et seq.

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.

D. Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V
BOARD RIGHTS

The Board of Education hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and the Commissioner of Education of the State of New Jersey and including the right (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district and suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work, or other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means, and personnel by which such operations are to be conducted, and (f) to take whatever other actions may be necessary to carry out the mission of the school district in any situation.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations; provided, however, that no employee shall engage in Association business or activities during his/her working hours.

C. The Association and its representatives shall have the right to use school buildings for general meetings at all hours other than during the hours of the students' school day. A request shall be submitted to the building principal in advance of the date desired and approval from the building principal shall be required.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at a time other than

during the employee's workday and with the approval of the building principal when such equipment is not otherwise in use.

E. The Association shall have the right to purchase expendable office supplies and other materials from the Board at the price paid by the Board to its suppliers or from the Board's suppliers at the price paid by the Board at the time of purchase. The Association agrees to pay for equipment damaged or stolen while in use by the Association, as permitted under paragraph "D". The Association will absorb their share of any user or copying fee charged to the Board for the use of copying equipment.

F. The Association may have the right to use the inter-office mail facilities and school mailboxes for Association materials as it deems it necessary and without approval of the building principal or other members of the administration for closed or sealed materials. The use of mail facilities and school mailboxes for open materials must be approved by the building principal.

G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization. The Association seal or signature of an officer shall be attached to all documents sent through inter-office mail.

ARTICLE VII

SALARIES

A. The salary for each employee covered by this Agreement is set forth in the schedules attached hereto and made a part hereof.

B. Hourly workers paid on the basis of a minimum 185-day year shall receive that compensation if required to work less than 185 days. If required to work more than 185 days, all days in excess of 185 shall be compensated additionally at the negotiated hourly rate.

ARTICLE VIII

SICK LEAVE

A. Sick Leave is defined by law "to mean the absence from her post of duty, of any such person because of personal disability due to illness or injury, or because she had been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in her immediate household."

B. Any employee of the Board employed on a 12-month basis shall be allowed sick leave with full pay for a minimum of twelve (12) days in any fiscal year. Any employee of the Board employed on a 10-month basis shall be allowed sick leave with full pay for ten (10) days in any fiscal year. Unused sick leave days shall be accumulated from year to year with no maximum limit. It shall be the obligation of the employee to certify that the absence resulted from personal illness, and any employee absent over three (3) consecutive days may be required to file a doctor's certificate of illness.

C. If any such person requires in any fiscal year less than the specified number of days sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave, as needed, in subsequent years.

D. 1. Absence beyond the accrued leave credit shall receive separate consideration by the Board of Education, based upon the merits of the individual case.

2. Loss of a day's pay for absence other than stipulated shall be computed at the rate of 1/240 of the annual salary for 12-month employees and 1/185 of the annual salary for 10-month employees.

E. Employees who retire after working fifteen (15) years in the Manasquan School System will be compensated for one hundred (100%) percent of their accumulated sick leave at a rate of \$13.00 per day. This provision applies only to sick days earned during employment within the Manasquan School District, and accumulated by employees with a minimum of fifteen (15) years of service completed within the district.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

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

1. Three (3) days leave of absence for personal matters upon a written application to the Superintendent or his/her designee, which require absence during school hours. One (1) of the above days shall be granted without reason. Two (2) of the days shall require a written reason, subject to approval by the Superintendent of Schools.

None of the three (3) days can be utilized before or after a scheduled holiday as defined by the school calendar; except that exceptions for emergencies may be sought through the Superintendent of Schools.

2. Absence will not be charged to personal business when attendance is required as specified by law, e.g. subpoena, etc.

3. Any employee desiring to avail himself/herself of an absence for legitimate personal business shall make application in writing to the Superintendent, at least two (2) days before taking such leave, (except in the case of an emergency) and give reason why the request is made.

4. Bereavement leave of up to five (5) school days from the date of death shall be granted per occurrence for the death of any member of the immediate family including a secretary's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, and any other member of the immediate household. In the event that there are no school days scheduled in the seven days immediately following the date of death, bereavement leave may be granted at such discretion of the Superintendent of Schools. The exercise of such discretion shall not become the basis for the establishment of a practice. Any employee may be absent from school duties without loss of pay for a period of one (1) day for the death of a relative or close friend outside the employee's immediate family, as defined above.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

C. Other temporary leaves of absence may be granted by the Board.

D. Unused personal leave days shall be accumulative as sick leave at the rate of one (1) sick day for every two (2) days of accumulated personal leave days per year.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. The Board shall grant maternity leave without pay to any female employee upon request, subject to the following stipulations and limitations:

1. Maternity leave shall be granted when a female employee is unable to physically continue with her duties as an employee because of pregnancy and shall terminate as soon as she is physically able to return to her duties as may be determined by a physician; or, for a period of time mutually agreeable to the employee and the Board.

2. Any employee granted maternity leave without pay, according to the provisions of this section, may at her discretion, elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.

B. Employees who become physically disabled in connection with a pregnancy may use sick leave in accordance with the provisions of Article VIII provided, however, that no employees on an unpaid leave of absence shall be eligible to use sick leave. The Board reserves the right to require appropriate medical certification of the disability and, where necessary, independent medical examination.

ARTICLE XI
INSURANCE PROTECTION

The Board shall pay the premium costs for each employee and the full premium costs for each employee's dependents, including hospitalization, medical-surgical insurance and major medical expense insurance.

1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment for the full twelve (12) month period commencing October 1st and ending September 30th; when necessary, premiums in behalf of the employee shall be made prospectively to assure uninterrupted participation and coverage.

2. Provisions of the Health-Care Insurance Program shall be detailed in the master contracts between the Board and the Insurance Carrier. The carrier shall provide each covered employee with a statement of available benefits.

ARTICLE XII

MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Copies of this Agreement shall be mimeographed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

D. If any provision of this Agreement or any applications of this Agreement to any employee hereby covered shall be found to be contrary to law, such provision or application shall have the effect only to the extent permitted by law; but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE XIII

EMPLOYEE EVALUATION

- A. In order to provide a basis for employee improvement and to measure employee effectiveness, all employees shall be subject to periodic observation and evaluation of their work. Such evaluation shall consist of not less than two observations.
- B. Employees shall be informed in advance of the evaluation standards and criteria against which their work performance will be measured and judged.
- C. Each evaluation shall be summarized in accordance with a numerical rating system of from 1 to 5 with a rating of 5 being the highest rating.
- D. An employee shall be informed whenever a written evaluation is being prepared for placement in the individual's personnel file.
- E. Employees shall have the right, upon request, to a conference with the evaluator within a reasonable time after the completion of the evaluative observation.
- F. An employee shall have the right if he/she so desires to append written comment to the evaluation report.
- G. An employee shall have the right to have an unfavorable evaluation reviewed by the Superintendent of Schools.

ARTICLE XIV

SENIORITY

A. Seniority for the purpose of this Article shall be defined as years of continuous and uninterrupted service in the district.

B. In the event of a reduction in force, employees will be laid off in the inverse order of seniority, provided that all other things, as reflected in the evaluation ratings, are equal.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 1981 and continue in effect until June 30, 1982. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

MANASQUAN ASSOCIATION OF SUPPORTIVE
SERVICES
Teacher Aides

Attest:

By: _____

, President

, Secretary

Date: _____

MANASQUAN BOARD OF EDUCATION

By: _____

, President

Attest:

, Secretary

Date: _____

MANASQUAN BOARD OF EDUCATION
Manasquan, New Jersey

TEACHER-AIDE SALARY GUIDE FOR 1981-82

Step 1	\$3.55 per hour
2	3.62
3	3.74
4	3.88
5	4.05