

CONTRACT

Between

MARLBORO INSERVICE EMPLOYEES ASSOCIATION

And

MARLBORO TOWNSHIP BOARD OF EDUCATION

JULY 1, 2010 THROUGH JUNE 30, 2013

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PREAMBLE

This Agreement, entered into the **15th** day of **June, 2010**, by and between the **BOARD OF EDUCATION OF THE TOWNSHIP OF MARLBORO**, Monmouth County, New Jersey, hereinafter called the "Board"; and

MARLBORO INSERVICE EMPLOYEES ASSOCIATION, c/o, **John McCormick**, Marlboro Township School District, Marlboro, New Jersey, hereinafter called "Employees";

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968, as amended, to negotiate with "Employees" as the representative of the employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to reduce in writing;

NOW, THEREFORE, the parties hereto do agree as follows:

**ARTICLE I
RECOGNITION**

The Board recognizes M.I.E.A. as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all full-time and regular part-time mechanics, assistant mechanics, mechanic's helper, maintenance personnel, grounds personnel and Asbestos Management Person, employed by the Marlboro Township Board of Education.

For purposes of this paragraph, a full-time employee shall include only those persons who work at least twenty (20) hours per week on a regular basis.

**ARTICLE II
GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. A "grievance" is a complaint by which an employee or employees in the bargaining unit and his representative may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them, except that the term "grievance" shall not apply to:

- (a). Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
- (b). Any rule or regulation of the State Department of Education or the State Commissioner of Education having the force and effect of law.
- (c). Any matter which according to law is beyond the scope of Board Authority.

B. PRINCIPLES

1. A grievance to be considered under this procedure shall be presented by the grievant not later than ten (10) working days after the occurrence of the grievance, or within ten (10) working days from the date on which the grievant should reasonably have known of its occurrence.

The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.

2. A grievant may present and process his grievance personally or through an appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing, he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
3. No reprisals shall be taken by the Board or Administration against any participant because he utilizes the grievance procedure.
4. Should a grievance result from action taken by the Board of Education, the Superintendent or the School Business Administrator/Board Secretary, a grievant may present his grievance initially at the appropriate corresponding step of the grievance procedure.

C. PROCEDURE:

1. STEP ONE:

The employee, with his shop steward, shall take up the grievance with the Supervisor of Buildings and Grounds within ten (10) working days of its occurrence or within ten (10) working days from the date on which the grievant should reasonably have known of its occurrence. The grievance must contain (1) a statement of the nature of the grievance; (2) the specific contractual provision(s) alleged to have been violated; and (3) the specific relief sought. The Supervisor of Buildings and Grounds should

respond to the grievance within three (3) working days of the grievance hearing.

2. **STEP TWO:**

If the employee is not satisfied with the first step answer, he may, within five (5) working days, present the grievance to the Business Administrator or designee who shall schedule a second step hearing within ten working days, and shall render his decision within five (5) working days of the hearing.

3. **STEP THREE:**

If the employee is not satisfied with the second step answer, he may, within five (5) days, present the grievance to the Superintendent of Schools, who shall schedule a third step hearing within ten (10) working days. At this hearing, in addition to the M.I.E.A. Lead Shop Steward, the grievant may be represented by the M.I.E.A. President. The Superintendent of Schools shall render his decision within five (5) working days of the grievance hearing.

4. **STEP FOUR:**

If the employee is not satisfied with the third step answer, he may, within five (5) working days, present the grievance to the Board of Education or a Committee thereof, which shall schedule a grievance hearing within fifteen (15) working days of receipt of the grievance. At this step, the employee may be represented by Counsel in addition to the M.I.E.A. Lead Shop Steward and M.I.E.A. President. The Board of Education shall render its decision within five (5) working days of the date of the grievance hearing.

5. **STEP FIVE:**

(a). In the event the grievant is dissatisfied with the determination of the Board of Education aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) working days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the M.I.E.A. shall mutually agree upon a longer time within which to assert such a demand.

(b). The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.

(c). Within ten (10) working days after the M.I.E.A. shall have delivered the written request for arbitration, the Board and the M.I.E.A. shall

attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission, and the parties shall abide by the procedures of the Commission for the selection of the arbitrator.

- (d). The arbitrator so selected shall confer with the representatives of the Board and the M.I.E.A. and shall hold hearings promptly, and he shall issue his decision not later than twenty (20) calendar days from the close of hearings, or if oral hearing has been waived, then from the date that the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory only.
- (e). The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expenses.

D. MISCELLANEOUS

- 1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Board and the M.I.E.A. and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 2. 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 representative, heretofore referred to in this Article.
- 3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE III SENIORITY

- A. 1. There shall be two seniority lists compiled and maintained. One list shall contain, in order of seniority, the names of all employees, by specific job classification, i.e., custodians, grounds personnel, maintenance personnel, mechanics, assistant mechanic and mechanic's helper. The second list shall contain, in order of district-wide seniority, the names of all unit

employees. The seniority of each employee shall date from the employee's date of last hiring with the Board.

2. For purposes of determining bumping rights, the following positions shall constitute, in descending order, the highest to lowest job classification categories during the life of this agreement: mechanics, assistant mechanic, maintenance personnel, grounds personnel and mechanic's helper. Should any new position be established, the base salary for that position shall determine the order of bumping rights for employees holding that position.
 3. In the event of a layoff, an employee holding a position in a particular job classification shall be deemed to be qualified to assume the responsibilities of any position in any lower paying job classification, except as limited by paragraph 5, below.
 4. Should a layoff occur within a particular job classification, then the least senior employee in that job classification shall be deemed to be laid-off. Should said employee have greater district wide seniority than the least senior employee in the next lowest paying job classification or any lower paying job classification, then said employee shall be entitled to that position. The displaced employee may exercise his/her district-wide seniority and bumping rights in accordance with the principles enunciated above.
 5. Notwithstanding anything to the contrary above, a mechanic or an assistant mechanic with greater district wide seniority may exercise his/her seniority rights to bump an employee in the next lowest paying job classification or any lower paying job classification, provided he/she meets all the qualifications for the position as set forth in the job description.
 6. Employees on lay-off shall be recalled in the reverse order of lay-off: That is, the most senior employee shall be recalled or offered recall first. All laid-off employees shall be recalled, except as provided in Section C, before any new employees are hired.
- B.** New employees retained beyond the probationary period shall be considered regular employees and their length of service with the Board shall begin with the original date of their employment and their names placed on the "Seniority Lists". Such seniority lists shall be kept up to date with additions and subtractions as required. A copy of the seniority lists shall be forwarded to the M.I.E.A. every six (6) months.
- C.** Employees seniority shall be deemed lost for the following reasons:
1. Justifiable Discharge

2. Resignation
 3. Layoff for a period of one year
 4. Failure to reply within eight (8) days after an employee is notified by registered letter delivered to last known address by the Board on recall of lay-off.
- D. Newly hired employees shall be considered probationary employees during their first one hundred and eighty (180) days of employment. Any probationary employee may be terminated during this period of time, and such termination shall not be subject to the grievance procedure.

ARTICLE IV VACANCIES AND TRANSFERS

- A. All vacant positions covered under this contract will be posted by the employer in each building of the school system. The posting shall be made at least ten (10) calendar days before the vacancy is filled and shall list the job title, the qualifications, and the place where and the time within which application must be made.
- B. On any transfer from one shift to another or one job classification to another, the transferee shall be probationary for sixty (60) days. If the transferee does not, in the judgment of the Business Administrator and/or designee in consultation with the Supervisor of Buildings and Grounds, perform adequately, he shall be returned to his former position. Said decision is not subject to the grievance procedure.

ARTICLE V WORK WEEK AND HOURS OF EMPLOYMENT
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- A. The normal bargaining unit work week shall consist of five (5) consecutive days.
- B. The normal bargaining unit work day will be a day shift and shall consist of eight (8) consecutive hours interrupted only by an unpaid lunch period of thirty (30) minutes.
- C. Work performed by an employee in the bargaining unit beyond eight (8) hours in any normal work day shall be paid for at one and one-half (1 ½) times that employee's regular rate of pay.
- D. 1. Any work performed by an employee in the bargaining unit on a day designated in this agreement as a holiday shall be compensated for such work at two (2) times his regular rate. In addition to the pay for hours worked on the holiday, the employee shall receive his holiday pay.

2. Any work performed by an employee in the bargaining unit on a Sunday shall be paid for such work at two (2) times his regular rate.
- E. Any employee who is called in to work hours outside of his regular tour of duty is entitled to receive pay for a minimum of three (3) hours.
- F. The normal work week for bargaining unit employees employed as of the date of the execution of this agreement shall be Monday through Friday inclusive. The Board reserves the right to establish for new employees hired after the date of execution of this agreement, a work week consisting of Tuesday through Saturday inclusive for maintenance personnel and mechanics.
- G. The work schedule for the grounds personnel will be modified in the summer months for 2 personnel to work on a Saturday in place of a day during the week. In the case of inclement weather on an assigned Saturday, persons will report to work on Monday.
- H. It is recognized that the mechanics will continue working on a staggered start time.
- I. Overtime opportunities will be offered as equally as possible within the district.
- J. On those days when the entire school system is closed on account of inclement weather, all bargaining unit members shall work eight (8) hours, including a paid thirty (30) minute lunch period.
- K. An employee shall be paid an extra day's straight pay in each leap year when leap year day (February 29) falls on a regular work day.

ARTICLE VI HOLIDAYS

- A. The Board of Education agrees to grant to all employees within the bargaining unit fifteen (15) holidays; one of which shall be December 24th. The holidays will be established by the Board, and the schedule shall be given to all members of the bargaining unit as soon as the schedule is established.
- B. In the event that a paid holiday falls within the vacation period of an employee, the employee shall be entitled to an additional day of vacation.
- C. In order to be eligible for holiday pay, an employee in the Bargaining Unit must work on the scheduled work day immediately preceding and immediately following the holiday, unless sick or reasonably excused.

**ARTICLE VII
LEAVES OF ABSENCE**

All employees in the bargaining unit shall be eligible for the following leaves of absence:

A. SICK LEAVE

1. Sick Leave is defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or personal injury, or because he or she has been excluded from school by the school district's medical authorities because of a contagious disease in his or her immediate household.
2. All employees in the bargaining unit employed as of July 1st of that school year are entitled to fourteen (14) sick leave days each school year as of the first official day of said year, whether or not they report for duty on that day. All new employees starting after July 15th of the respective school year shall be entitled to a pro-ratio of the annual fourteen (14) sick days for the first year based on the number of months remaining in that school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
3. Each employee in the bargaining unit shall be given a written accounting of his or her accumulated sick leave days available no later than September 30th of each school year.
4. In case of more than three (3) consecutive days absence, a physician's certificates shall be filed with the Immediate Supervisor in order to be eligible for any sick leave pay.
5. In order to be eligible for sick leave pay, the employee involved shall notify his Immediate Supervisor or the Supervisor of Buildings and Grounds at least two (2) hours prior to the start of his normal tour of duty unless the cause of the absence does not occur until less than two (2) hours. In the latter situation, the employee shall give as much notice as is possible under the circumstances.
6. Whenever any employee is absent from his or her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, he or she shall be paid the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any

worker's compensation award made for temporary disability. During this period, the employee shall not accrue vacation or sick benefits except for a month during which he worked more than half the work days in that month.

7. Nothing contained herein shall limit, prohibit or otherwise restrain the Board of Education from granting additional sick leave over and above the minimum sick leave defined.

B. MATERNITY LEAVE:

1. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq and the rules, regulations and policy statements and this agreement.

2. It is recognized that an employee's maternity leave application involves both a disability phase and child care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the employee which follows the disability phase during which time the employee voluntarily suspends her career to care for the newborn child.

- (a). **Disability Phase:** Any employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At that time of application, which shall be made no later than ninety (90) days prior to the anticipated birth of the child, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any employee to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the employee's and Board's physicians may be treated as compensable sick leave time at the option of the employee.

- (b). **Child Care Phase:** Where the requested leave dates are beyond the period of disability associated with pregnancy and are for child care purposes as defined above, the employee shall be granted, at her discretion, a leave for the balance of the school year in which the birth occurred. Any further extensions of childcare leave shall be discretionary with the Board of Education. The Board need not

grant or extend the leave of absence of any employee beyond the end of the contract school year in which the leave is obtained.

3. An employee returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled.

C. PERSONAL LEAVE:

1. The provisions for personal leave at full pay stated below shall be for one (1) year and unused days shall not be accumulative for use in another year, but shall be converted to sick leave as stated in subsection 5 of this section.
2. Bereavement leave shall be allowed to bargaining unit members in accordance with the following schedule:
 - a. For the death of a parent, step-parent, child, step-child, brother, sister, grandparent, grandchild, spouse, parent of spouse, son-in-law, daughter-in-law, or person who at the time of death resided in the same household as the employee and with whom the employee had a close relationship, an allowance of up to seven (7) consecutive calendar days leave shall be granted in case of absence because of death in the immediate family as defined above. The days taken pursuant to this provision must be consecutive commencing on the day after the death unless, at the sole discretion of the Superintendent, another arrangement is approved.
 - b. For grandparent-in-law, aunt, uncle, nephew, niece, sister-in-law or brother-in-law, one (1) day per incident.

An employee claiming the leave shall verify compliance on a form designed by the Superintendent of Schools.

3. An allowance of up to three (3) days leave shall be granted for personal matters other than stated above. Personal days shall be prorated for any employee hired after July 1st. Written requests shall be submitted for approval five (5) work days in advance of date requested through the employee's immediate supervisor to the Superintendent of Schools. The five (5) work day notice requirement stated above shall be waived in emergent matters. This allowance with prior approval may be granted for any of the following reasons:
 - (a). Court Subpoena
 - (b). Marriage of employee or marriage in the immediate family

- (c). Recognition of a Religious Holiday
 - (d). Personal business which cannot be handled outside of school hours. The application form for leave made pursuant to this subsection shall not require the employee to specify the nature of the personal business, but shall simply require the employee to indicate that the leave is being applied for pursuant to this subsection.
 - (e). Any other emergency or urgent reason approved by the Superintendent.
- 4. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school or on a Monday or a Friday except in cases of emergency as approved by the Superintendent of Schools. Personal leave days requested for a Monday or a Friday will be granted only for a court subpoena, marriage, religious holiday or urgent reason approved by the Superintendent of Schools. One of the personal days shall not be subject to the Monday or Friday restrictions.
 - 5. Unused personal days shall be converted to sick days on a one-to-one basis.
 - 6. All benefits to which an employee was entitled at the time he went on a Board approved leave of absence, including unused accumulated sick leave, shall be restored to him upon his return.

D. RETIREMENT BENEFITS

1. PAYMENT OF ACCUMULATED SICK LEAVE

An employee retiring from the Marlboro Township School District shall receive payment for accumulated sick leave at retirement subject to the following conditions:

- (a). the employee shall have completed at least twelve (12) years of continuous service in the school district as a custodian, mechanic, assistant mechanic, maintenance mechanic, grounds personnel or truck driver/custodian;
- (b). the employee shall have at least 50 accumulated sick days at the time of the effective date of retirement; and
- (c). the employee who retires shall be eligible for, apply for, and immediately receive PERS pension payments upon leaving the district.

- (d). the employee shall apply for this benefit no later than December 1st in the year prior to the work year in which the employee shall retire. Payment will be made at the beginning of the next budget year. If said notice is not provided, payment will not be made until the beginning of the following budget year.
2. An employee who meets all the conditions set forth in 1. (a), (b), (c) and (d), above shall receive payment as follows:
- (a). 1 - 50 days of accumulated sick days = \$22.00 per day
 - (b). 51 - 200 days of accumulated sick days = \$30.00 per day
 - (c). The maximum payment under this provision shall not exceed \$5,600.00 per employee.
 - (d). Effective July 1, 2011, the payment for accumulated sick days shall be as follows:

1 – 50 days	\$30.00 per day
51 – 200 days	\$40.00 per day

The maximum payment under this provision shall not exceed \$7,500.00 per employee.

ARTICLE VIII VACATIONS

- A. The eligibility of any employee for vacation benefits shall be determined as of July 1st of each year.
- B. Vacations shall accrue on the basis of one (1) day of paid vacation for each full calendar month worked for the Board of Education up to a maximum of ten (10) vacation days, except as hereinafter provided. Said vacation days must be taken during the period beginning when school closes to the Monday before Labor Day.
- C. After an employee has been employed for five (5) full years in a position in the bargaining unit, that employee shall be entitled to fifteen (15) days vacation with pay.
- D. After an employee has been employed for ten (10) full years in a position in the bargaining unit, that employee shall accumulate one (1) additional vacation day for each full year of employment in excess of ten (10) years, until said employee shall have been employed in a position in the bargaining unit for fifteen (15) full

years in the school district, at which time said employee is entitled to twenty (20) days vacation with pay.

- E. An employee who is entitled to fifteen (15) days vacation or more may be permitted to take any vacation over ten (10) days at a time other than specified above, provided the scheduling is arranged with the approval of the Immediate Supervisor. It is specifically understood, however, that no vacation may be scheduled during the Spring Recess or Winter recess scheduled by the Board of Education without approval of the Supervisor of Buildings and Grounds.
- F. Maintenance personnel shall have the option of scheduling vacations at times other than July 1st through August 31st provided such other scheduling is approved by the Supervisor of Buildings and Grounds.
- G. Where an employee voluntarily terminates employment, the Board of Education shall have the option of giving that employee time off in lieu of cash for accrued vacation time.
- H. Vacation time may not be carried forward from one year to the next.

ARTICLE IX SALARIES & HEALTH BENEFITS
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- A.
 - 1. Salaries for bargaining unit members shall be in accordance with Schedule A as annexed hereto and made a part hereof.
 - 2. All existing employees are designated as OG1 or OG2 based on applicable salary in each category for the 2010-2011 through 2012-2013 school years.
 - 3. All employees hired on or after July 1, 2010 shall be placed on Salary Schedule A designated as "New Hires". Salary guide placement shall be determined by the years of credited experience as granted by the Board of Education at the time of initial employment. At July 1, the following year, if applicable, employee's increase will be calculated according to the settlement percentage increase amount.
- B. In the event that a member of the bargaining unit is assigned to a higher paying classification for a minimum period of eight (8) hours, said employee shall be paid at the higher wage rate for such period.
- C. Employees shall work at least 30 (thirty) hours per week to be eligible for health, dental or prescription drug coverage as set forth in paragraphs D, E, and F below.

D. HEALTH BENEFITS

1. Employees hired on or before July 1, 2002 shall receive employee and, if applicable, dependent coverage. Effective May 1, 2010, the contract shall be with the New Jersey School Employees Health Benefit Plan and will follow all rules and regulations as set forth in the plan.
2. Employees hired after July 1, 2002, shall receive employee only health coverage for the first three (3) years of employment. The Board shall contribute a maximum of 15% toward the cost of dependent coverage, if applicable, during the first three (3) years of employment. Upon completion of three (3) full years of employment, employees shall receive 100% of the cost of dependent coverage, unless changed by law.

E. DENTAL PLAN

The Board of Education shall fund a family dental plan except as limited by paragraph D. 2, above. Effective July 1, 2010 the annual benefit will increase to \$2,000 per person and \$2,000 for lifetime orthodontic benefits. The maximum exposure to the Board shall be equal to the annual premium in effect at June 30, 2013. The Board reserves the right to change the carrier so long as the benefit level is equivalent to the current program in effect at the time that this contract is ratified.

F. PRESCRIPTION DRUG PLAN

The Board of Education agrees to pay one hundred percent (100%) of the cost for each employee who subscribes to the group prescription plan. It is understood that the benefit covers the employee's dependents, except as limited by paragraph D. 2, above. Effective May 1, 2010, the contract shall be with the New Jersey School Employees Health Benefit Plan and will follow all rules and regulations as set forth in the plan, unless changed by law.

G. EMPLOYEE CONTRIBUTION

1. Per P.L. 2010 Chapter 2, all employees will contribute towards the cost of health benefits as per law.
2. All deductions shall be made in equal monthly installments through payroll deduction.
3. The Board of Education shall maintain an IRS 125 Plan.

H. OPT OUT PROVISION

Effective July 1, 2007, an employee who waives his/her right to receive the employee only health benefits he/she had been receiving, inclusive of the

prescription drug plan but exclusive of dental coverage, shall receive an annual taxable cash waiver payment of \$1,200.

Effective July 1, 2007, an employee who waives his/her right to receive the dependent health benefits he/she had been receiving, inclusive of the prescription drug plan but exclusive of dental coverage, shall receive an annual taxable cash waiver payment of \$2,500.

In order to receive payment as set forth above, an employee must elect and apply each year to opt-out for that entire plan year during the annual open enrollment period. The employee must also submit written documentation of other continuous, ongoing health benefits coverage twice each year, once in order to opt out during the open enrollment period and once again no later than the December 10 following the annual opt-out decision.

Proof of coverage can be in the form of a letter from the employer of the employee's spouse, or covered person's employer, or a letter from the other insurance plan verifying that the employee is covered as a subscriber or dependent under their coverage. Copies of or presentation of other insurance member identification cards will not be accepted as proof of coverage.

Upon proper and timely submission of this documentation, payment shall be made in two equal installments: 50% no later than the December 15 following the annual open enrollment submission date, and the remaining 50% no later than the June 15 following the December 10 submission date.

A new employee hired after the beginning of the work year (July 1) may choose at the time of hiring to opt out of health benefits coverage for the remainder of that plan year provided that the employee submits written documentation of other continuous, ongoing health benefits coverage as described above. Payment to the employee shall be prorated accordingly.

Nothing contained herein shall prevent the employee from re-instating coverage due to a qualifying event as defined by the insurance company, if alternate coverage is no longer available. Should this occur, the annual cash payment shall be pro-rated.

Payment can only be made if in accordance with law.

I. LONGEVITY

1. An annual salary increment of \$500.00 shall be afforded an employee upon conclusion of seven (7) full school years in this school district. The salary adjustment will be effective the July 1st succeeding the completion of the seven (7) years of service.

2. An annual salary increment of \$800.00 shall be afforded an employee upon conclusion of fifteen (15) full school years in this school district. The salary adjustment will be effective the July 1st succeeding the completion of the fifteen (15) years of service.
 3. An annual salary increment of \$1,200.00 shall be afforded an employee upon conclusion of twenty-two (22) full years in this school district. The salary adjustment will be effective the July 1st succeeding the completion of the twenty-two (22) years of service.
 4. **Effective July 1, 2010, an annual salary increment of \$1,600 shall be afforded an employee upon conclusion of (25) full years of service in this school district. The salary adjustment will be effective the July 1st succeeding the completion of the twenty-five (25) years of service.**
- J. An employee shall be eligible for a salary adjustment only if that employee has worked in that position for six months or longer in a contract year. No employee shall be paid less than the appropriate new hire rate.

ARTICLE X BLACK SEAL and COMMERCIAL DRIVER'S LICENSE and OTHER LICENSES
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- A. An employee who successfully secures a Black Seal license shall be reimbursed by the Board of Education for the actual registration and test fee costs, provided that written documentation, as determined by the business administrator, is furnished.
- B. The Board shall reimburse the employee for the actual renewal fee every third year provided that written documentation, as determined by the business administrator, is furnished.
- C. The Board shall reimburse the employee the difference between the cost of the employee's regular (personal) driver's license and the cost of the employee's commercial driver's license (CDL), provided that the employee is required to hold a CDL for his/her position. Reimbursement for this differential shall be made upon submission of written documentation, as determined by the business administrator.
- D. An annual stipend in the amount of \$2,500 for any employee in the bargaining unit that secures and maintains the below listed license. It is understood the employee who receives this annual stipend will be responsible for all reporting, documentation and any other requirements of the license. Employee will be responsible for any fines levied against district due to their failure to comply with all applicable requirements of license. This stipend is limited to one employee in

each group of the bargaining unit, (1 Maintenance, 1 Mechanics and 1 Groundsperson for each of the following licenses.

NJ State Electrical License
NJ State Plumbing License
Federal Freon License

Failure to comply will result in automatic forfeiture of annual increment amount, as listed above for a period of two years.

ARTICLE XI UNIFORMS

- A.** The Board of Education shall supply annually to all members of the bargaining unit the following:

two (2) pairs of pants
two (2) short sleeve shirts
two (2) long sleeve shirts

It shall be understood that the uniform shall be required to be worn by all members of the bargaining unit while they are on duty.

- B.** In addition to the above, the Board shall supply the employee's choice of either a jacket or insulated coveralls to grounds, mechanics, and maintenance personnel every two (2) years.
- C.** A choice of summer coveralls or wind breaker for grounds, mechanics and maintenance personnel shall be provided annually by the Board.
- D.** The Board will provide no more than \$100.00 annually toward the cost of safety shoes for each employee, provided documentation of purchase, with voucher, is submitted to the business administrator and provided safety shoes meet specifications as determined by the Supervisor of Buildings and Grounds.

ARTICLE XII TUITION

All members of the bargaining unit taking job-related courses at the recommendation of the Supervisor of Buildings and Grounds and approved by the Business Administrator shall be reimbursed for tuition and mileage. The amount of reimbursement shall be agreed upon in advance between the employee and the Board.

**ARTICLE XIII
MANAGEMENT RIGHTS**

The Marlboro Inservice Employees Association (M.I.E.A.) recognizes the administration rights, duties and authority to manage and control the employees of the Board pursuant to the authority conferred on it by the State of New Jersey, and all the applicable local, state and federal laws. The Board retains and reserves all rights of management and control of the employees of the Board not otherwise limited by this Agreement.

**ARTICLE XIV
DISCHARGE**

Employees may be suspended or discharged only for just cause. The question of the propriety of the suspension or discharge may be taken to advisory arbitration and such grievance shall be commenced at Step Three.

**ARTICLE XV
USE OF SCHOOL BUILDINGS**

The Association and its representatives shall have the privilege of using school buildings at reasonable hours for meetings, provided it makes application through normal channels.

**ARTICLE XVI
STIPEND POSITION**

- A. Work performed in the stipend position as set forth in Schedule B of this agreement shall be in addition to the appointed employee's regular assigned responsibilities.
- B. Any employee covered under either the M.I.E.A. or M.T.H.C. Agreement shall be eligible to apply for this position. The Board of Education shall have the final authority to appoint candidates to this position on an annual basis (July 1st through June 30th), subject to the recommendation of the Superintendent of Schools.
- C. This position shall be posted annually.
- D. The individual employed in this position shall be subject to an annual review and evaluation by the Supervisor of Buildings and Grounds.

**ARTICLE XVII
COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

This agreement is the entire agreement of the parties, terminating all prior agreements and practices except those incorporated in the Board Policy Book and concluding all Collective Bargaining during the term of the agreement.

The M.I.E.A. specifically waives the right to bargain with respect to any subject or matter referred to or covered in the agreement, or to any subject or matter not specifically referred to or covered in this agreement even though it may not have been in the knowledge or contemplation of the parties at the time this agreement was negotiated.

**ARTICLE XVIII
DURATION OF AGREEMENT**

This Agreement shall become effective as of July 1, 2010, and shall continue in effect until June 30, 2013. This Agreement shall not be extended orally, and it is expressly agreed that it shall expire on its expiration date.

IN WITNESS WHEREOF, the M.I.E.A. has caused these presents to be signed by its authorized officers and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed on the day and date first above written.

MARLBORO TOWNSHIP BOARD OF EDUCATION

By: 
TERRY SPILKEN, President


ATTEST:

By: 
CINDY BARR-RAGUE, School Business Administrator/Board Secretary

MARLBORO INSERVICE EMPLOYEES ASSOCIATION

By: 
JOHN MC CORMICK, President

ATTEST:

By: 
HARVEY HOLLAND, Secretary

SCHEDULE A

MAINTENANCE

New Hires

<u>Years of Credited Exp.</u>	<u>Step</u>	<u>2010/11</u>	<u>Step</u>	<u>2011/12</u>	<u>Step</u>	<u>2012/13</u>
0	1	39,500	1	39,750	1	40,000
1-3	2	40,500	2	40,750	2	41,000
4-6	3	42,500	3	42,750	3	43,000
7-8	4	44,500	4	44,750	4	45,000
9-10	5	47,500	5	47,750	5	48,000
More than 10	6	50,500	6	50,750	6	51,000

- After Initial placement on guide, the annual increase for employees hired after July 1, 2010 will be calculated according to the settlement below.

% Increase	1.50%	2.50%	2.50%
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Existing Employees	OG1	63,633	OG1	65,224	OG1	66,855
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GROUNDSKEEPERS, MECHANICS ASSISTANT

New Hires

<u>Years of Credited Exp.</u>	<u>Step</u>	<u>2010/11</u>	<u>Step</u>	<u>2011/12</u>	<u>Step</u>	<u>2012/13</u>
0	1	38,500	1	38,750	1	39,000
1-3	2	39,500	2	39,750	2	40,000
4-6	3	41,500	3	41,750	3	42,000
7-8	4	43,500	4	43,750	4	44,000
9-10	5	46,500	5	46,750	5	47,000
More than 10	6	49,500	6	49,750	6	50,000

- After Initial placement on guide, the annual increase for employees hired after July 1, 2010 will be calculated according to the settlement below.

% Increase	1.50%	2.50%	2.50%
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Existing Employees	OG1	59,150	OG1	60,629	OG1	62,145
	OG2	45,231	OG2	46,362	OG2	47,521

MECHANICS

New Hires Effective July 1, 2010

<u>Years of Credited Exp.</u>	<u>Step</u>	<u>2010/11</u>	<u>Step</u>	<u>2011/12</u>	<u>Step</u>	<u>2012/13</u>
0	1	43,000	1	43,250	1	43,500
1-3	2	44,000	2	44,250	2	44,500
4-6	3	46,000	3	46,250	3	46,500
7-8	4	48,000	4	48,250	4	48,500
9-10	5	51,000	5	51,250	5	51,500
More than 10	6	54,000	6	54,250	6	54,500

- After Initial placement on guide, the annual increase for employees hired after July 1, 2010 will be calculated according to the settlement below.

% Increase	1.50%	2.50%	2.50%
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Existing Employees	OG1	70,771	OG1	72,540	OG1	74,354
	OG2	54,278	OG2	55,635	OG2	57,026

SCHEDULE B

	2010 - 2011	2011 - 2012	2012 - 2013
ASBESTOS MANAGEMENT PERSON	\$5,200	\$5,330	\$5,463