

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE PASSIAC  
COUNTY**

**MANCHESTER REGIONAL HIGH SCHOOL DISTRICT**

**AND**

**UAW LOCAL 2326 AFL-CIO**

**JULY 1, 2009 THROUGH JUNE 30, 2012**

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**PREAMBLE**

In order to effectuate a negotiation procedure which will function under chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974 as enacted by the Senate and General Assembly of the State of New Jersey, THIS AGREEMENT is made and entered into on this 1<sup>st</sup> day of July 2009; it being understood that it is effective for and covers the period from July 1, 2009 to June 30, 2012, by and between the Board of Education of the Passaic County Manchester Regional High School District (hereinafter referred to as the "Board") and UAW Local 2326 AFL-CIO (hereinafter referred to as the "Union").

## ARTICLE I

### STATEMENT OF CUSTODIAN-BOARD OF EDUCATION RELATIONSHIP

- A. Recognizing that the upkeep and maintenance of the physical plant and facilities operated by the Board has a substantial bearing on the educational purposes to be attained in the conduct and operation of Manchester Regional High School, the board and the Union do hereby mutually declare that:
1. The relationship between instructional personnel and the custodians should be that persons working together in a joint and cooperative undertaking to provide the best possible learning experience.
  2. Under normal conditions, assignments to the personnel represented by the Union shall come from the supervisor or administrator to whom they are assigned. It being understood that in emergent or unusual circumstances assignments may be made by other members of the Board's instructional or administrative staff and that if any such assignment (emergent or under unusual circumstance) shall have been made the custodian or custodians so assigned should report the same to his or her immediate superior as soon as possible thereafter.
  3. It is the obligation of the personnel covered by the within contract to carry out and perform their duties in such a manner that the physical plant and facilities of the Board shall be kept in the finest possible state of cleanliness and repair.
  4. In general, students are and shall be the responsibility of the instructional staff. The parties hereto, do, however, recognize that there may be some instances and occasions when the custodians may have to work or deal directly with students, but any direct confrontation in such situations should be avoided when possible except under emergent or unusual circumstances or unless a delay of such action would be harmful or have a deleterious effect upon the student or the physical plant or facilities; the custodian should report the incident and the name of the student to a member of the instructional staff or the administrative staff as soon as reasonably possible thereafter.
- B. Implementation
1. The Board and the Union accept the provisions of this agreement commitment which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties to perform there under pursuant to the law of the State of New Jersey.
  2. Subject to the provisions of Chapter 123 and the Public Laws of 1974, the Board agrees not to negotiate with any custodians' organization other than the Union with respect to those members of the custodial staff who are covered and included in this agreement for the duration hereof.

3. The Board and the Union each reserves the right to act hereunder by committee, individual member of designated representative (professional or lay), whether or not a member thereof, provided that satisfactory evidence by way of an unofficial resolution duly adopted prior to such action and a copy thereof, duly certified, by the secretary of the Board of the representative of the Union, has been submitted to the other. Failing the adoption and service of such a resolution by either the Board or the Union to the other, said Board or Union must act officially by and through its designated committee or designated representative.
4. The provisions of this agreement do constitute a binding obligation of the parties for the duration hereof unless altered, changed or amended by mutual consent, which must be in writing, signed by both parties. No oral or verbal changes of any kind by either of the parties or anyone claiming to act for and on their behalf shall be effective to change, alter or amend any of the terms, covenants and agreements herein contained. The provisions of this agreement shall continue in full force and effect until a successor agreement is made and entered into.
5. In the event there is any conflict between any of the terms, covenants and provisions of this agreement and any previously adopted policy, rule or regulation of either the Board or the Union, this agreement shall prevail. Nothing in this agreement which changes any pre-existing policy, rule or regulation of the parties will operate retroactively unless expressly so stated.

## **ARTICLE II**

### **RECOGNITION**

The Board recognizes the Union as the exclusive representative for collective negotiations concerning those terms and conditions of employment as provided for and set forth in this agreement for all custodial employees, whether under contract or leave. This specifically excludes the Supervisor of Buildings and Grounds or Business Administrator and any other members of the custodial staff other than those who are members of the Union. The Union shall submit evidence of the membership in the Union and that the Union has been designated as the organization to represent each of its members with respect to collective negotiations with the Board by having those members submit to the board a duplicate membership signed by each individual member of the Union. This agreement and all of the terms provisions and covenants hereof shall apply only as between the Board and those persons who are included in this agreement.

## **ARTICLE III**

### **OFFICER ATTENDANCE AT UNION MEETINGS**

THE LOCAL Union officer will be allowed to attend a maximum of nine (9) Union council meetings per contract year (July 1<sup>st</sup> through June 30<sup>th</sup>). Due consideration of the Employer's work requirements will be taken by the Union and not less than three (3) work days' notice shall

be given to the Employer by the Union of the scheduling of a meeting under this Article, except in unusual circumstances.

No deduction in wages or salary or other benefits will be made on account of such attendance by employees covered hereunder as long as attendance at such meeting or meetings is verified by the Union.

## ARTICLE IV

### APPOINTMENTS AND SCOPE OF DUTIES

- A. All custodians shall be appointed to a fixed term pursuant to N.J.S.A. 18:17-3.
- B. The custodians shall be responsible for the cleanliness, upkeep, care and maintenance of such areas of the building assigned to them by the Supervisor of Buildings and Grounds or Business Administrator and for such other duties and responsibilities assigned to them, from time to time, which may require the concerted or joint effort of two or more of them working together.
- C. The custodians shall perform their duties based upon a work schedule set up and established by the Supervisor of Buildings and Grounds or Business Administrator. Such work schedule shall be one which is most beneficial to the school district and the students thereof. Such work schedule may be changed from time to time if, in the opinion of the Supervisor of Buildings and Grounds or Business Administrator, it is necessary. However, the work schedule, once established, shall not be changed until the supervisor of Buildings and Grounds or Business Administrator has submitted the proposed change to the Superintendent of Schools and said change is approved by the Superintendent of Schools.
- D. The individual contract between the Board and each custodian shall provide for a fourteen (14) day notice of termination by either the Board or the custodian.
- E. All custodial employees shall satisfactorily complete a course on boiler operation and maintenance and obtain a black seal license, with the exception of Mario Agostinelli, who has been grandfathered. If a custodial employee fails twice to secure such a license during the twelve month period next following the date of the inception of his or her employment, he or she shall be subject to dismissal and termination of his or her employment contract following the second failure to secure said license of the expiration of the twelve month period hereinabove referred to, whichever comes first.
- F. All custodial employees, while engaged in their work in and upon the school premises, shall wear the uniform designated and provided by the district.
- G. All custodial employees shall sign in and sign out, daily, indicating arrival and departure time, on a sheet maintained for that purpose by the Supervisor of Buildings and Grounds or Business Administrator.

## ARTICLE V

### EVALUATION

The work and job performance of every custodian shall be continuously evaluated by the Supervisor of Buildings and Grounds or Business Administrator. Evaluations so made shall be made in writing on a form prepared by the Business Administrator in conjunction with the Supervisor of Buildings and Grounds or Business Administrator and approved by the Board. At least once each year, prior to staff reappointment, the Supervisor of Buildings and Grounds or Business Administrator shall meet with each of the custodians and discuss the written evaluation, a copy of which shall be given to the person who has been evaluated. If such written evaluation contains a "below average" or "unsatisfactory" for two successive evaluations, at least two months apart, it shall be the basis for the withholding of a salary increment or raise. If a salary increment or raise is withheld by reason of such an unsatisfactory evaluation, the Board shall give written notice thereof, together with the reasons therefore, to the custodian concerned, within ten (10) days of the Board meeting at which such action was taken.

## ARTICLE VI

### HOLIDAYS

All full-time members of the custodial staff shall be entitled to the following holidays, with pay:

July 4 <sup>th</sup>	Labor Day
Thanksgiving	Christmas
New Year's Day	Memorial Day
New Year's Eve	Christmas Eve
Good Friday	

#### NOTE:

These designated holidays shall be on days when they are generally accepted throughout the country to be celebrated and when school is closed for that purpose.

If the holiday falls on a Saturday or Sunday, then the holiday shall be granted at another time on a day approved by the Superintendent of Schools.

All custodial staff shall also be entitled to two (2) additional holidays to be taken during the school year. No additional holidays shall be taken during Fall, Winter or Spring break and/or without the approval of the Supervisor of Buildings and Grounds or the Business Administrator.

#### NOTE:

Columbus Day must be taken as one of two days if school is closed.

**ARTICLE VII**  
**PERSONNEL LEAVE**

A. Employee Absence

1. The provisions of R.S. 18A:30-1 to and including R.S. 18A:30-4 dealing with sick leave, service connected disability, accumulated sick leave, credit for unused sick leave, accumulation of sick leave and requirement for a physician's certificate are incorporated in this agreement and made a part hereof as though recited verbatim.
  - a) All employees covered by the written agreement, who have been employed for a full year beginning on July 1<sup>st</sup>, shall be entitled to twelve (12) sick days during that year. All custodians employed at a time other than the beginning of the school year shall accumulate one day of sick leave for each month worked for the year ending on June 30<sup>th</sup>, next following the date of employment.
  - b) Whenever any employee entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section 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 or Title 34, Labor and Workmen's Compensation, 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 workmen's compensation award made for temporary disability.
2. All personnel covered by this agreement are entitled to the following time off with pay:
  - a) Death in the immediate family – a period of five (5) consecutive calendar days from the date of death. If the five (5) day period includes any days during which school is in operation, those days shall be included in the five (5) day period and payment of salary shall be only for those days during which school is in operation. The immediate family shall include and be limited to father, mother, father-in-law, mother-in-law, wife, husband, children, brothers, sisters, grandfathers and grandmothers.
  - b) Death of a relative – one day which may be taken at the option of the custodian from the date of death to the date of the funeral, inclusive.
  - c) Serious illness in the immediate family – two (2) days. The "immediate family" being the same as hereinabove defined. Serious illness shall be one which requires the attendance of a physician or hospitalization. The custodian shall supply certification of the physician or the hospital.



- d) Government mandates over which the employee has no control except that the same shall not include any individual's requirement to answer violations of law due to personal reasons or to prosecute or defend any law suits in which the employee is a party.
- e) Personal business – three (3) days during the school year.
  - 1) The request for a personal business day must be submitted in writing to the Superintendent of Schools at least one (1) calendar week prior to the day which is requested and the applicant for such leave shall not be required to state the reason for taking such leave. In cases of emergency, where the personal day requested is less than one (1) calendar week from the written request, the superintendent may, at his/her discretion, request that a reason be given.
  - 2) Personal business days shall not be granted for any day which falls on a day immediately preceding or immediately following scheduled school holidays.
  - 3) Within the discretion of administration, personal business days shall not be granted for any day when the employee's absence may seriously hinder or interfere with the overall operation, care and maintenance of the school plant and facilities.
  - 4) There shall be no accumulation of personal business days.
- f) All of the employees in the bargaining unit covered by the within contract shall be entitled to an annual paid vacation as approved by the Supervisor of Buildings and Grounds or Business Administrator.

One day through ten (10) months:

One day per month worked, up to a maximum of ten (10) days. If employment commences between the first and the fifteenth of the month, one vacation day is earned. If employment commences after the fifteenth of the month, no vacation day is earned for that month. Conversely, if employment is terminated between the first and fifteenth of the month, no vacation day is earned for that month. If employment is terminated after the fifteenth of the month, one vacation day is earned for that month.

Employees will have earned vacation based on the following schedule at the end of the periods shown below measured from July 1<sup>st</sup> through June 30<sup>th</sup>. For example: an employee who starts in January must work four (4) consecutive years starting with the next July 1<sup>st</sup> and ending June 30<sup>th</sup> four (4) years hence (4-1/2 years overall) to be eligible for three weeks vacation.

One (1) year through three (3) years – two (2) vacation weeks

Four (4) years through nineteen (19) years – three (3) vacation weeks

Over nineteen (19) years – four (4) vacation weeks

Employees earn vacation for July and August based upon the number of months worked prior to the summer. However, employees who terminate employment prior to July 1<sup>st</sup> will receive compensation for vacation earned up to the date of termination.

## ARTICLE VIII

### SALARIES, WORKING HOURS & OTHER COMPENSATION

- A. All employees covered by this Agreement will receive the following percentage increases over their present salaries:

July 1, 2009	June 30, 2010	4.75%
July 1, 2010	June 30, 2011	4.75%
July 1, 2011	June 30, 2012	4.85%

- B. The minimum starting salary as of July 1, 2009 will be \$34,703.00.  
The minimum starting salary as of July 1, 2010 will be \$36,351.00.  
The minimum starting salary as of July 1, 2011 will be \$38,114.00.
- C. Any employee who has been employed by the employer for a period of ten (10) consecutive years shall receive a five hundred and 00/100 (\$500.00) one time increase in his or her base salary.
- D. The parties hereto do agree that the Board may withhold, for inefficiency or other good cause, the scheduled increments of any of the employees who are included and covered by this Agreement in any year by a majority vote of all the members of the Board pursuant to and in conformity with R.S. 18A:29-14, which is incorporated herein by reference and made an integral part thereof.
- E. The regular working hours of the employees covered by the within agreement shall be as follows:
- 1) Second shift – from 12:30 p.m. to 9:00 p.m. with one-half (1/2) hour for lunch when school is in session. “Leave this open”.
  - 2) Third shift – from 3:00 p.m. to 11:30 p.m.
  - 3) When school is not in session or during the months of July and August, the working hours for all custodians shall be from 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour for lunch.
  - 4) The normal work week is Monday through Friday, with Saturday and Sunday off. However, one schedule is established Tuesday through Saturday, with Sunday and Monday off. Or, Monday through Thursday, and Saturday, with Friday and Sunday off. The custodian who works this schedule must give one month’s notice of his or her desire to change from either schedule with a limit of three (3) changes per year. This applies only when custodians are working second shift. The day shift schedule is Monday through Friday for all employees.

- F. Any employee covered by this Agreement, who is required to work beyond the normal working day, shall be paid at an overtime rate of one and one half (1-1/2) times the employee's regular hourly rate of pay. If such employee is required to work on a holiday (as designated in Article VI) on which school is not in session, then the rate of pay shall be three (3) times the employee's regular hourly rate of pay. If such employee is required to work on a Sunday, then the rate of pay shall be two (2) times the employee's regular hourly rate of pay.
- G. The parties do agree that since many school activities and the use of the school plant and facilities by outside groups and organizations require such use on days and during hours when school is not in session, all employees covered by the within Agreement shall be required to perform overtime services. The Supervisor of Buildings and Grounds or Business Administrator shall designate the employee or employees to perform such overtime services on a rotating basis. In an emergent or unusual situation said employee or employees shall report for work as requested by the Supervisor of Buildings and Grounds or Business Administrator. In any unusual or emergent situation, a substitute custodian may be used who is not a member of the bargaining unit covered by the within Agreement.
- H. Annually, the employer will provide each employee with uniforms consisting of six shirts, three pants and a maximum of \$100 for work shoes. Uniforms must be worn during all work hours.

## ARTICLE IX

### INSURANCE AND RETIREMENT

- A. The Board will provide insurance for all of the employees within the unit covered by this Agreement as follows:
- 1) All employees and their dependents shall be covered by a designated Provider by the Board with the equivalent to or better benefits than the existing provider. The premium cost for the traditional plan shall be the maximum cost to be paid by the Board of Education. If the employee chooses an optional program at a greater cost, the excess of the cost over the traditional plan must be borne by the employee. The benefits provided to the employee and dependents are solely as determined by the State Health Benefits Program. Prescription coverage will be provided through the same carrier as the Teachers' Association coverage. The Board of Education shall provide a dental plan constituting full family coverage. Each covered employee shall contribute to his/her premium at the 1992-1993 rate (\$131.04) for each year of this Agreement by having same deducted from his/her salary at a prorated rate over a ten (10) month period. The Board shall pay the balance of each covered employee's premium during each year of this Agreement and shall retain any cost savings resulting from premium deductions. Dental coverage will be provided through the same carrier as the Teachers' Association coverage.
  - 2) The Board may reduce the amount of the board's contribution towards the above insurance coverage during the term of this Agreement, provided, however, the employees covered by this Agreement shall not be required to contribute to their insurance costs more than the prorated amount paid by the employees in the Manchester Teachers'

Association. The prorated amount shall be based on the percentage of the salary of an entry level custodian to the salary of a BA, Step 1 teacher. This shall be a fixed percentage which shall be used to determine the insurance contribution for all employees covered by this Agreement.

- 3) Upon retirement, any employee who has been employed by the district for a minimum of fifteen (15) years, shall be paid \$20.00 per day for the number of sick days accumulated by said employee not to exceed fifty (50) days. (Maximum \$1,000.00)

## ARTICLE X

### GRIEVANCE PROCEDURE

#### A. Definitions

- 1) A grievance is a claim by a custodian, or the Union, based upon the interpretation, application of violation of this Agreement.
- 2) An aggrieved person is the person or persons, or the Union, making the claim.
- 3) A party in interest is the person or persons making the claim and any person, including the Union or the Board, who may be required to take action or against whom action may be taken in order to resolve the grievance.

#### B. Purpose

- 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 custodians. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2) Anything herein contained shall be construed as limiting the right of any person covered by this Agreement, having a grievance, to discuss the matter informally with his immediate superior and having the grievance adjusted without the intervention of the Union.

#### C. Formal Procedure

- 1) Every grievance shall be started within ten (10) days from the date on which it is alleged that the grievance took place, or from the date that it should have been known that it took place. In counting said ten (10) day period, the day on which the alleged grievance took place shall not be counted. If a grievance is not filed during the said ten (10) day period, it shall not be filed thereafter.
- 2) 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 may, however, be extended by mutual agreement.

3) Level One

Any person with a grievance shall first discuss it with his or her immediate supervisor, either directly or through the Union's designated representative, with the objective of resolving the matter. In each instance, the person with whom the grievance is discussed shall advise of his or her decision with respect thereto within three (3) calendar days from the date that the grievance has been brought to his or her attention. In counting said three (3) calendar day period, Saturdays, Sundays and regular school holidays, not including summer vacation, shall not be counted.

4) Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if the employee's immediate superior to whom the grievance has been submitted, has not rendered his or her decision within the three (3) calendar days after the grievance has been presented to him or her, the aggrieved person may file the grievance, in writing, with the Superintendent of Schools within five (5) calendar days after the decision or the absence of such a decision at Level One. In counting said five (5) calendar day period, Saturdays, Sundays and regular school holidays, not including summer vacation, shall not be counted.

5) Level Three

If the aggrieved person is not satisfied with the disposition of his or her grievance at level Two, or if no decision has been rendered within ten (10) calendar days after the grievance, in writing, was submitted to the Superintendent of Schools, the aggrieved person may, within five (5) calendar days after the decision by the Superintendent of Schools to render a decision within the said ten (10) calendar days whichever is sooner, the aggrieved person may, in writing, request that the Union representative submit his or her grievance, in writing, to the Board. The Board shall consider and dispose of the grievance as submitted with fifteen (15) calendar days after the same has been submitted. In counting said fifteen (15) calendar day period, Saturdays, Sundays and regular school holidays, not including summer vacation, shall not be counted.

6) Level Four

If the aggrieved person is not satisfied with the disposition of his or her grievance by the Board, he or she, either personally or through the Union representative, shall not be precluded from making an appeal to the Commissioner of Education of the State of New Jersey pursuant to the provisions of New Jersey Revised Statute 18A.

D. Right of Representation

- 1) Any person presenting a grievance may be represented at all levels of the grievance procedure by himself or herself or by a representative selected or approved by the Union. When a person presenting a grievance is not represented by the Union, the Union shall have the right to have a representative of the Union present to state its views with respect to the grievance under consideration.
- 2) No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board, or by any member of the administration against any party in

interest, any Union representative, or any other participant in the grievance procedure by reason of such participation.

- 3) No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the grievant against another person, his or her immediate superior, members of the administrative staff or members of the Board by reason of the disposition of the grievance.
- E. If, at any point in the grievance procedure, the person who has initiated the grievance shall indicate that he or she is satisfied with the decision, at any level at which the acceptable decision is made, the particular grievance involved shall be considered as terminated and no further proceedings shall be had with respect to same.

F. Miscellaneous

- 1) If, in the judgment of the Union, a grievance affects two or more of the employees covered by this Agreement, the Union may submit such grievance, in writing, directly to the superintendent and the processing of such grievance shall be commenced at Level Two. The Union may process such a grievance through all levels of the grievance procedure provided that the person or persons aggrieved desire to do so and so inform the Board, in writing.
- 2) Decisions rendered at Level One, which are unsatisfactory to the aggrieved person, and all decision rendered at Levels Two and Three, shall be in writing, setting forth the decision and reasons therefore. The said written decision shall be delivered promptly to all parties in interest and to the Union representative.
- 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.
- 4) Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the Superintendent and the Union and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 5) 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.

## ARTICLE XI

### SAFETY AND HEALTH

The Employer will provide a safe, healthful and sanitary place to work. The Union will designate an employee as its safety member who will bring safety problems raised by the employees to the Employer's attention. The Employer will discuss safety problems with that individual as conditions require. The Union and its members will cooperate with the employer with respect to the obligations the Employer has assumed under this provision.

## ARTICLE XII

### CREDIT UNION AND OTHER DEDUCTIONS

The Employer agrees to cooperate with the Union insofar as the Credit Union is concerned. Deductions will be made from the pay of the employees on a monthly basis and submitted to UAW Local 2326 AFL-CIO upon receipt of a written employee authorization. The amount deducted will be forwarded at the same time all other deductions are forwarded, which is usually around the 15<sup>th</sup> of each month.

The Board agrees to deduct \$5.00 from each employee's pay and remit same to UAW Local 2326 AFL-CIO by February 15<sup>th</sup> of each year upon receipt of written authorization from each employee. The Union agrees to provide written notice of such remittance by the preceding January 25<sup>th</sup>.

## ARTICLE XIII

### MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

- a. to direct employees of the school district;
- b. 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;
- c. to relieve employees from duty because of lack of work or for other legitimate reasons;
- d. to maintain 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;
- f. to establish reasonable work rules; and
- g. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

#### **ARTICLE XIV**

#### **MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The Board and the Union agree to negotiate for a successor agreement in good faith effort on both sides within the specific time table for negotiations as adopted by the public employment relations commission to carry out the requirements of Chapter 123, P.L. 1974. Any agreement so negotiated shall apply to all Board employees within the unit covered by this Agreement and shall be reduced to writing and signed by all parties.
- B. The provisions hereinabove contained with respect to negotiating and reducing to writing a successor agreement shall be subject to the then existing statutes of the State of New Jersey controlling public employer-employee relationships.

#### **ARTICLE XV**

#### **STATUTES**

- A. Whenever, in this Agreement, a statutory provision has been incorporated, by reference, any change, revision or amendment of such statutory provision shall automatically become a part of this Agreement.
- B. Whenever any provision of this Agreement is contrary to and in conflict with any statute of the State of New Jersey now in effect or hereafter adopted, the statutory provision shall prevail.

#### **ARTICLE XVI**

#### **MUTUALITY OF OBLIGATION**

The Board and the Union will make every good faith effort to carry out the spirit as well as the letter of this Agreement, subject to law. Both parties further agree to take no action which will demean the process or be contrary to the laws of the State of New Jersey pertaining to strikes or work stoppages by public employees.



ARTICLE XVII

DURATION

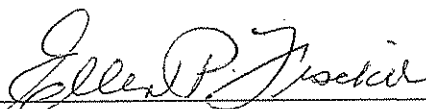
- A. The provisions of this agreement shall be effective as of July 1, 2009 and shall remain in full force and effect until June 30, 2012 subject to the right of the Board and the Union to negotiate for a modification of this Agreement as provided in Article I, Section B.2, and Article XIV.
- B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any 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 they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the year and day above indicated.

ATTEST:

The Board of Education of the Passaic County  
Manchester Regional High School District

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

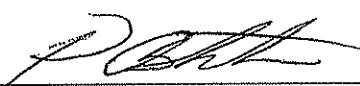
DATE: 7/16/09

DATE: 7/16/09

ATTEST:

UAW Local 2326 AFL-CIO

\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

DATE: \_\_\_\_\_

DATE: 7/9/09

\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Subject to Union Ratification

NEGOTIATIONS BETWEEN THE  
 MANCHESTER REGIONAL HIGH SCHOOL DISTRICT  
 BOARD OF EDUCATION  
 AND THE  
 UAW LOCAL 2326 AFL-CIO  
 FOR A SUCCESSOR AGREEMENT  
 EFFECTIVE JULY 1, 2009  
MEMORANDUM OF AGREEMENT

The Negotiations Committees of the Manchester Regional High School District Board of Education (hereinafter referred to as the "Board") and the UAW LOCAL 2326 AFL-CIO (hereinafter referred to as the "Association") agree to recommend the following to their respective bodies for ratification.

1. Term - Three (3) years from July 1, 2009 through June 30, 2012.
2. Revision of Preamble  
 Revise dates to reflect Agreement is effective from July 1, 2009 to June 30, 2012.
3. Revision of Article VIII, Salaries, Paragraph A  
 Effective July 1, 2009, the base salary shall be increased by 4.75%.  
 Effective July 1, 2010, the base salary shall be increased by 4.75%.  
 Effective July 1, 2011, the base salary shall be increased by 4.85%.
4. Revision of Article VIII, Salaries, Paragraph B  
 The minimum starting salary as of July 1, 2009 will be \$34,703.00

The minimum starting salary as of July 1, 2010 will be \$36,351.00

The minimum starting salary as of July 1, 2011 will be \$38,114.00

5. Revision of Article XVII, Duration

Revise dates to reflect Agreement is effective from July 1, 2009 to June 30, 2012.

6. All proposals not contained herein are withdrawn.

7. All terms of the present Collective Negotiations Agreement not revised herein shall remain the same.

For the Board:

For the Association:

Ellen Fischer, Board President

*[Signature]*

Andrew Newec, Business Administrator/Board Secretary

*[Signature]*

DATED: 6-10-09

DATED 6/10/09

or interfere with the overall operation, care and maintenance of the school plant and facilities.

- 4) There shall be no accumulation of personal business days.
- g) All of the employees in the bargaining unit covered by the within contract shall be entitled to an annual paid vacation as approved by the Supervisor of Buildings and Grounds or Business Administrator.

One day through ten (10) months:

One day per month worked, up to a maximum of ten (10) days. If employment commences between the first and the fifteenth of the month, one vacation day is earned. If employment commences after the fifteenth of the month, no vacation day is earned for that month. Conversely, if employment is terminated between the first and fifteenth of the month, no vacation day is earned for that month. If employment is terminated after the fifteenth of the month, one vacation day is earned for that month.

Employees will have earned vacation based on the following schedule at the end of the periods shown below measured from July 1<sup>st</sup> through June 30<sup>th</sup>. For example: an employee who starts in January must work four (4) consecutive years starting with the next July 1<sup>st</sup> and ending June 30<sup>th</sup> four (4) years hence (4-1/2 years overall) to be eligible for three weeks' vacation.

One (1) year through three (3) years - two (2) vacation weeks

Four (4) years through nineteen (19) years - three (3) vacation weeks

Over nineteen (19) years - four (4) vacation weeks.

Employees earn vacation for July and August based upon the number of months worked prior to the summer. However, employees who terminate employment prior to July 1<sup>st</sup> will receive compensation for vacation earned up to the date of termination.

ARTICLE VIII

SALARIES, WORKING HOURS & OTHER COMPENSATION

- \* A. All employees covered by this Agreement will receive the following percentage increases over their present salaries:

July 1, 2006	June 30, 2007	5%
July 1, 2007	June 30, 2008	5%
July 1, 2008	June 30, 2009	5%

- \* B. The minimum starting salary as of July 1, 2006 will be \$30,049.00  
 The minimum starting salary as of July 1, 2007 will be \$31,551.00  
 The minimum starting salary as of July 1, 2008 will be \$33,129.00