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AGREEMENT BETWEEN

MANALAPAN-ENGLISHTOWN FEDERATION OF SCHOOL SECRETARIES  
LOCAL 2198, AFT/AFL-CIO

AND

MANALAPAN-ENGLISHTOWN REGIONAL BOARD OF EDUCATION

1975 - 77

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## AGREEMENT

This Agreement is made and entered into effective as of the 1st day of July, 1975, by and between the Manalapan-Englishtown Regional Board of Education, hereinafter referred to as the "Board", and the Manalapan-Englishtown Federation of School Secretaries, Local 2198, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Federation".

### ARTICLE I - RECOGNITION

A. The Board recognizes the Federation as the sole and exclusive bargaining agent for secretaries and clerks, hereinafter referred to as employee(s), employed by the Board full-time (herein defined as twenty (20) or more hours of scheduled work per week), excluding, however, the secretary to the Superintendent of Schools, the secretary to the School Business Administrator, the secretary to the Board Secretary and all other employees not specifically included herein, pursuant to Chapter 120 of the 1974 laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, concerning terms and conditions of employment.

B. Employees hired on a part time or temporary basis who work four (4) or more hours per day shall be deemed to be full-time employees upon accumulation of ninety (90) such working days within a school year.

C. The above defined unit also includes all aides employed by the Manalapan-Englishtown Board of Education pursuant to certification of representation PERC Docket No. RO-632, June 14, 1973.

### ARTICLE II - NON-DISCRIMINATION

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

### ARTICLE III - GRIEVANCE PROCEDURE

A. Definition - A "grievance" shall mean a complaint by an employee covered by this Agreement that there is a violation, misinterpretation, or misapplication of the provisions of this Agreement concerning employee working conditions, except that the term "grievance" shall not apply to (a) any matter for which a specific method of review is prescribed either

by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone; and (b) any matter not specifically part of this Agreement.

B. Procedure - A grievance to be considered under this procedure must be initiated by the grievant within fourteen (14) calendar days from the time of its occurrence or the time when the aggrieved became aware or should have become aware of the alleged grievance.

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

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

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

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

Step 3: The grievant may, no later than five (5) school days after receipt of the decision in the foregoing Step, appeal the decision to her next higher level of supervision, which in the case of Business Office employees shall mean the School Business Administrator. In the case of other employees this shall mean the Superintendent of Schools. The appeal to the Superintendent or School Administrator must be made in writing reciting the matter as specified above and her dissatisfaction with decisions previously rendered. The Superintendent or School Business Administrator shall meet with the grievant and attempt to resolve the matter as promptly as possible and shall communicate his decision in writing to the grievant within twenty (20) school days of receipt of the written grievance.

Step 4: If the grievance is not resolved to the grievant's satisfaction, she may request, no later than five (5) school days after receipt

of the Superintendent's or School Business Administrator's decision, a review by the Board. The request shall be submitted in writing through the Superintendent or School Business Administrator, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant and render a decision in writing within thirty (3) school days of receipt of the grievance by the Board.

Step 5: If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Federation wishes review by a third party, the grievance may be submitted to arbitration. If arbitration is requested, the Federation shall notify the Board within ten (10) school days of receipt of the Board's decision in Step 4 of the grievance procedure. The following procedure shall be used to secure the services of an arbitrator:

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

The arbitrator shall limit himself to the interpretation and application of the terms of the Agreement, to the issues submitted to him, and shall not add to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be final and binding.

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

C. General Provisions

1. Any grievant may be represented at all stages of the grievance procedure by herself or, at her option, by a representative selected or approved by the Federation.
2. Nothing in this Agreement shall be construed as compelling the Federation to submit an employee's grievance to arbitration.
3. No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.
4. The time for a meeting or a hearing at all steps other than Step 1 within the prescribed time limits shall be fixed by mutual agreement. Such hearings must take place within the time limits provided in each step.
5. Any grievance placed in employee's file shall contain all related papers, including the written resolution of the grievance.

ARTICLE IV - FEDERATION RIGHTS AND PRIVILEGES

A. The Federation will be provided with a bulletin board in each faculty lounge for the posting of official Federation notices and announcements to employees covered by this Agreement and shall submit a copy of all material to be posted to the Building Principal.

B. The Federation shall have the privilege of calling meetings of employees covered by this Agreement before and after school hours and, should occasion arise, during appropriate lunch periods, subject to approval within the guidelines of Board policies and provided such meetings do not interfere with the proper operation of the school system. The phrase appropriate lunch periods shall apply only to those employees who are scheduled a lunch period.

C. Upon request, the Board agrees to make available to the Federation information in public domain.

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

withdrawal, in which case dues deduction will terminate as of the January 1st or July 1st next succeeding the date on which the notice of withdrawal was filed. Authorization of dues deduction is to be forwarded to the School Business Administrator.

#### ARTICLE V - PERSONNEL FILES

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

B. The Board agrees that no derogatory information will be placed in an individual employee's file without the employee having the opportunity to see, initial, and reply to said information, with such reply to be placed in the personnel file.

C. The Board agrees to continue its policy of treating these personnel files confidentially.

#### ARTICLE VI - TRANSFERS, REASSIGNMENTS AND PROMOTIONS

A. In the event of a job vacancy, new position, or promotion, the Superintendent or School Business Administrator shall cause to be posted notice of such openings for fifteen (15) school days in all faculty rooms prior to filling said vacancies. The notice to be posted shall include the procedure to be followed in applying for the position and a brief description of the necessary qualifications. If the nature of the vacancy to be filled changes during the fifteen (15) day posting period, a revised posting shall be made for a new fifteen (15) day period. The salary of the new position shall be included in the posting, but the Board shall be free to post a position without an agreed upon salary if the parties fail to reach agreement upon the salary within one (1) calendar week prior to the intended posting date.

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

C. Involuntary Transfers - In event of layoff, transfer to a lower-rated job, or transfer to another job in another building on other

than temporary basis, or the elimination of a job, becomes necessary due to reorganization or otherwise, the Federation will be advised in advance and afforded an opportunity to discuss the matter and make recommendations. However, it is recognized that the Board retains the right to make such layoffs, transfers or job eliminations as it deems necessary in its discretion. In the application of the foregoing, in the case of individual employees, the Superintendent or School Business Administrator will consider the same factors as set forth in paragraph B, above. If the employee believes that the application to her of the factors has been arbitrary or capricious, she may file a grievance. If an employee's job is eliminated, that employee would be given one week's notice or pay in lieu thereof and would be given priority in filling a new position provided she was qualified to do the work. No pay is required if there is no interruption in the employee's service. The provisions of this Section do not apply to aides.

D. In case of temporary layoff (not exceeding seven school days), employees are to be given one day's notice or one day's pay for the number of hours normally worked. In event of termination, employees are to be given one week's notice or one week's pay for the number of hours normally worked. Any employee subjected to a temporary layoff, termination or transfer to another building shall be given priority in returning to her previous position should an opening occur, or in filling a new position provided she was qualified to do the work. However, it is recognized that the Board retains the right to make such layoffs, transfers or job eliminations as it deems necessary in its discretion. In the application of the foregoing, in the case of individual employees, the Superintendent will consider the same factors as set forth in Paragraph B, above. If the employee believes that the application to her of the factors has been arbitrary or capricious, she may file a grievance.

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

#### ARTICLE VII- WORKING CONDITIONS

A. The regular work week for a full-time employee shall consist of five (5) seven-hour days exclusive of lunch and the regular work week for a half day ten-month employee shall consist of five (5) four hour days. The provisions of this Section do not apply to aides.

B. When pupils and teachers are dismissed early because of an emergency, employees may be excused one-half hour beyond the pupils' dismissal at

the discretion of the Superintendent or School Business Administrator. However, employees will be required to work a full day when pupils are dismissed early but teachers are required to be on duty, either in the classroom, at conferences, or at in-service programs.

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

D. Secretaries covered by this Agreement will be afforded the holidays listed as such in the School Calendar. All twelve (12) month employees shall receive July 4th and Labor Day as paid holidays. Aides shall be granted holiday pay for New Year's Day, Easter, Thanksgiving and Christmas. Employees in the Business Office will be required, however, to work during the Christmas and Easter weeks and will be paid for the time worked on a per diem basis. The Board shall notify Business Office employees at least seven (7) calendar days in advance concerning whether or not they will be required to work during either Christmas or Easter week. The provisions of this section pertaining to work during Christmas and Easter weeks shall be subject to renegotiation not later than January 15, 1976.

E. Overtime will be paid for hours worked in excess of thirty-five (35) per week at the rate of time and one-half the employee's regular straight time hourly rate. Double time will be paid for hours worked on Saturdays, Sundays, and holidays but overtime will not be paid on more than one basis for the same hours worked. Only overtime authorized by the employee's immediate supervisor will be compensated. The provisions of this Section do not apply to aides.

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

Aides who work in the classroom more than four (4) hours per day shall be entitled to continue the practice of receiving rest periods within the school day.

G. All ten-month employees are required to work from September 1st to June 30th. To the extent that a ten-month employee is required to work beyond ten months, such employee will be compensated for the additional time at a rate of pay proportionate to her current salary. Aides shall be paid their appropriate hourly rate if employed during the summer recess.

H. Twelve-month employees who have been employed full-time continuously for one year or more will receive two (2) weeks vacation. Employees who will be on the fifth (5th) step as of July 1, 1975, will receive

three (3) weeks vacation. Employees who will be on the seventh (7th) step as of July 1, 1975, will receive four (4) weeks vacation. Twelve-month employees who have been employed full-time continuously for six (6) months but less than one year will receive one (1) week vacation, which must be taken during the months of July and August. Employees who terminate their employment and who have not used up vacation days to which they are otherwise entitled shall receive pay for such days. Vacations may be taken during the school year with the prior approval of the Business Administrator. Vacation eligibility for personnel employed after July 1, 1975, shall be determined by full years of service completed as of July 30 of each year. Eligibility will be three (3) weeks after four (4) years and four (4) weeks after six (6) years. The provisions of this Section do not apply to aides.

I. To insure personal safety, no employee shall be expected to work alone in any facility of the Board. In accordance with past practice, employees may be temporarily moved from one building to another to accomplish this purpose.

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

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

L. No employee shall be assigned duties which would require her to perform such duties at home.

M. When an employee is scheduled to work at a job that commands a higher salary than the position at which she regularly works, she shall be entitled to the higher rate of pay for each half day that she fills the higher rated position.

N. Employees will not be regularly scheduled to act as nurses.

O. The normal work schedule for aides who work in the cafeteria shall be two hours per day, five days a week, and for aides who assist on bus duty the normal work schedule shall be one hour per day, five days a week. Aides who work in classrooms shall work the hours that the classes to which they are assigned are in session and shall have a thirty-minute lunch period. These schedules may be changed in the interests of efficient operation of the School District upon one (1) week's written notice to the Federation and any aide affected by the change. Overtime will be paid for hours worked in excess of thirty-five (35) per week at the rate of time and one-half the employee's regular straight time hourly rate. Only overtime authorized by the employee's immediate supervisor will be compensated.

P. An individual member of the bargaining unit may work as an aide in one or more aide positions.

Q. Aides shall be notified by April 30 of each year if the Board intends to employ them for the next school year, and will notify them in writing, with the reasons therefor, if their building assignment is to be changed prior to August 15.

R. It is agreed that Title 18A:16-6 applies to all employees covered by this Agreement.

S. Aides shall not be required to wash tables.

#### ARTICLE VIII - LEAVES OF ABSENCE

A. Sick Leave - The Board shall grant ten (10) days of sick leave per year to each ten (10) month employee and twelve (12) days to each twelve (12) month employee and the unused days shall accumulate without limit. A record of sick leave accumulation will be issued to the employee by July 1st. This record will list the name of the employee and her record of accumulated sick leave with a place for signature indicating the correctness of the record. A copy is supplied the employee and the signed copy is for her personal file. When accumulated sick leave is exhausted, the Board will pay the difference between the employee's pay and the substitute's pay, provided a substitute is called in, for a maximum of fifteen (15) days per year. The provisions of this paragraph do not apply to aides.

The Board shall grant ten (10) days of sick leave per year to each ten (10) month aide and the unused days shall accumulate without limit. A record of sick leave accumulation will be issued to the aide by June 1st. This record will list the name of the aide and her record of accumulated sick leave with a place for signature indicating the correctness of the record. A copy is supplied the aide and the signed copy is for her personal file. It is agreed that aides receive their sick leave time based on the number of hours they are normally scheduled to work per day. Sick leave will be carried over should an aide be transferred to a full-time position.

B. Personal Leave - Leave of absence with pay for personal, legal, business, household or family matters which require absence during working hours will be allowed on the basis of up to two (2) days per year for ten (10) month employees and up to three (3) days per year for twelve (12) month employees. Application to the employee's immediate supervisor for personal leave shall be made at least one week before taking such leave (except in the case of emergencies; whereby, application shall be made as soon as possible after return to duty), and the applicant for such leave shall not be required to state the reason for taking such leave other than that she is taking it under this paragraph. The days shall not be consecutive

and shall not be taken at the beginning or end of a vacation period. Granting of the days of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent or School Business Administrator. The provisions of this Section do not apply to aides.

Leave of absence with pay for personal, legal, business, household or family matters which require absence during working hours will be allowed on the basis of up to two (2) days per year for ten (10) month employees. Application to the employee's immediate supervisor for personal leave shall be made at least one week before taking such leave (except in the case of emergencies; whereby, application shall be made as soon as possible after return to duty), and the applicant for such leave shall not be required to state the reason for taking such leave other than that she is taking it under this paragraph. The days shall not be consecutive and shall not be taken at the beginning or end of a vacation period. Granting of the days of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent. It is agreed that aides receive their personal leave time based on the number of hours they are normally scheduled to work per day.

- C. Death in Family or Critical Illness Leave - In case of death or critical illness in the immediate family, an employee may be granted up to a maximum of five (5) days absence per occurrence without loss of pay. The immediate family shall be defined as husband or wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and foster parents of the employee.
- D. Maternity Leave - Maternity leave will be granted in accordance with applicable statutes. Additional benefits may be granted at the discretion of the Board.
- E. Jury Duty - Employees who are required to serve on jury duty will receive their full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty. The provisions of this Section do not apply to aides.

No aide shall be dismissed from her job because she is required to perform jury duty. When an employee's pay for the hours she is normally scheduled to work is more than the amount received for jury duty, the Board will pay the difference upon receipt of verification as to the amount received for such jury duty.

ARTICLE IX - MISCELLANEOUS

- A. Any employee covered by this Agreement who is required by the Board to take a physical examination for any reason, such cost of the examination shall be borne entirely by the Board.
- B. The cost of tuition will be paid for courses if attendance is requested by the Board and approval granted. Reimbursement will require satisfactory completion. A committee to make recommendations with respect to appropriate courses to be considered for reimbursement will be appointed by mutual agreement of the parties.
- C. No deduction from an employee's salary will be made for participation in collective bargaining negotiations held during regular school hours if such participation during such time is specifically authorized by the Board.
- D. A joint committee composed of two (2) representatives appointed by the Board and two (2) representatives appointed by the president of the Federation shall be formed. All members of the committee shall be appointed by September 30, 1975, and the committee shall have its first meeting within thirty (30) days of appointment unless such meeting date is changed by mutual consent. The purpose of the committee will be to negotiate the application of the present job descriptions to the employees covered by the Agreement with respect to whether or not such employees are properly classified. The parties agree that the job duties contained in said descriptions are not to be considered a matter for collective negotiations. The final report of this committee shall be made not later than December 15, 1975. The committee may, by mutual consent, be extended beyond the latter date. Any determinations of this committee shall become effective immediately.
- E. The Board and the Federation shall establish a Board-Federation Liaison Committee. The committee shall consist of two members appointed by the President of the Federation and two members appointed by the Board. The Board-appointed members shall be current members of the Manalapan-Englishtown Board of Education. The committee shall serve as a continuous and direct contact between the Federation and the Board for the discussion and resolution of any problems that may arise.
- F. The Board agrees to provide, completely at the Board's expense, one hundred (100) copies of this Agreement, to be delivered to the Manalapan-Englishtown Federation of School Secretaries. The fifty (50) copies shall be delivered no later than one month after final agreement has been reached.

- G. If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- H. This Agreement incorporates the entire understanding of the parties on all negotiable matters and shall not be added to or deleted from until the expiration date except by mutual consent of both parties and by an instrument in writing duly executed by both parties. Negotiations on a new agreement shall commence no sooner than required by PERC rules.
- I. Anything to the contrary notwithstanding, nothing in this Agreement shall be deemed to constitute a waiver by the Board of, or to deny or restrict the Board in the exercise of, the rights, responsibilities, or authority granted to it under applicable statutes.
- J. In accordance with Chapter 123, changes or modifications in the terms and conditions of employment as contained in the Agreement shall be made only through negotiation with the majority representative.

#### ARTICLE X - HOSPITALIZATION

Effective July 1, 1976, the Board shall increase insurance coverage for employees under the State Health Benefits Plan to the 750 Series. This Article shall not apply to aides unless they work four (4) or more hours per day and accumulate ninety (90) or more such working days within a school year.

#### ARTICLE XI - FEDERAL PROGRAMS

All available secretarial and clerical positions in Federal Programs will be posted on school bulletin boards for fifteen (15) school days. The posting will prescribe the procedure to be followed in making application and the qualifications required for the job. It is understood that no part of the work on a Federal Program position shall be performed during the hours an employee is otherwise employed by the Board.

#### ARTICLE XII - SALARIES

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

ARTICLE XIII - DURATION

This Agreement shall be effective as of July 1, 1975, and continue in effect through June 30, 1977, except as amended in Article VII, Section D.

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

MANALAPAN-ENGLISHTOWN REGIONAL BOARD  
OF EDUCATION

By \_\_\_\_\_  
\_\_\_\_\_

MANALAPAN-ENGLISHTOWN FEDERATION OF SCHOOL  
SECRETARIES LOCAL 2198, AMERICAN FEDERATION  
OF TEACHERS, AFL-CIO

By \_\_\_\_\_  
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