



## ARTICLE I

### RECOGNITION

#### A. Bargaining Unit

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Support Staff Members Association as the exclusive and sole representative for collective negotiation for terms and conditions of employment for all persons here agreed by the Board and the Association to be covered by this contract. Those covered by the contract are identified as all regularly employed:

1. Custodians
2. Principals' Secretaries
3. Assistant Principal's Secretaries; Secretary to the Supervisor of Elementary Education; Guidance Secretary
4. Clerks
5. Instructional Assistants
6. Building Aides
7. Lunch/Recess Aides
6. Computer Application Support Specialists
7. Bus Drivers
8. Transportation Aides
9. Mechanic/Bus Driver

#### B. Definition of Member of Bargaining Unit

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

- C. All members of this bargaining unit shall receive a salary increase for the 2003-04 (4.3%), 2004-05 (4.5%), and 2005-06 (4.5%) school years based on the attached salary guides.

ARTICLE IINEGOTIATION OF SUCCESSOR CONTRACTA. Deadline Date

The parties agree to enter into collective negotiation over a successor contract in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this contract expires.

Any contract so negotiated shall apply to all association members, be reduced to writing, and be submitted to the Association and Board for a ratification vote. Upon adoption, the contract shall be signed.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. Definition

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

##### B. Procedure

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein shall be construed as limiting the right of any aggrieved party having a grievance to discuss the matter informally with any appropriate member of the administration.

3. An aggrieved party may be represented at all levels of the grievance procedure by himself/herself, or at his/her option, by the Association.
4. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level. Failure at any level of this procedure by the aggrieved party to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
5. It is understood that the aggrieved party shall, during and notwithstanding

the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

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

C. Implementation

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

The principal or supervisor shall communicate his/her decision to the aggrieved party in writing within five working days of receipt of the written grievance.

3. The aggrieved party, no later than five working days after receipt of the principal/supervisor's decision, may appeal the principal/supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in duplicate, reciting the matter submitted to the principal/supervisor as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent will forward one copy of the appeal to the President of the Association. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten working days. The Superintendent shall communicate his/her decision in writing to the aggrieved party, the principal or supervisor and the President of the Association.
4. If the grievance is not resolved to the aggrieved party's satisfaction, he/she not later than five working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach papers only related to the grievance and forward the request to the Board of Education. The Board shall review the grievance and, at the option of the Board or the aggrieved party, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the Association, the Association shall have the right to be present as observers. The President of the Board of Education or his/her designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty calendar days of receipt of the grievance by the Board.
5. If the aggrieved party is dissatisfied with the decision of the Board of Education, he/she may request in writing within ten working days, that the Association submit the grievance to arbitration. If the Association wishes review by a third party, the Association shall notify the Board within 10 working days after receipt of the aggrieved party's request. Grievances concerning (a) any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by Board alone; (b) a complaint of a non-tenure employee which arises by reason of his/her not being re-employed; (c) a complaint by any employee occasioned by appointment to, or lack of appointment to, any position for which tenure is either not possible or not required; and (d) any party not specifically part of this agreement, shall not be deemed arbitrable.

### Arbitration Procedure

#### THE FOLLOWING PROCEDURE WILL BE USED TO SECURE THE SERVICES OF AN ARBITRATOR

1. A request by either party to the grievance may be made to the Public Employees Relations Commission and the parties agree to be bound by the rules of the Public Employees Relations Commission.
2. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. The recommendations of the arbitrator shall be advisory.

### E. Costs

1. Each party to the grievance will bear the total costs incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the parties to the grievance and such costs will be shared equally.
3. If time is lost by an employee who is not required by the arbitrator for the arbitration proceedings and necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be charged to available personal business time, or the substitute's cost will be deducted from his/her pay.

ARTICLE IVBOARD OF EDUCATION RIGHTS

- F. The Board, on its own behalf and on behalf of the citizens of the Township of Colts Neck, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:
6. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties;
  7. To hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees with just cause;
  8. To maintain efficiency of the school district operations entrusted to them;
  9. To determine the methods, means and personnel by which such operations are to be conducted; and
  10. To take actions that are necessary to carry out the mission of the school district in situations of emergency.
- G. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof in conformance with the constitution and laws of New Jersey and the United States.
- H. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under Title 18A., school laws of New Jersey, or any other laws or regulations as they pertain to education.

ARTICLE VEMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Every employee shall have a scheduled duty-free lunch period or mealtime as stated in salary pages of each category.
- B. The length of the school day is as stated in salary pages for each category.
- C. Criticism of an employee by a supervisor, administrator, or Board member shall be made in confidence and not at public gatherings.
- D. Criticism by an employee of the administration or the Board shall be made in confidence and not at public gatherings.
- E. No employee shall be dismissed or reduced in compensation except under conditions provided or allowed by law.
- F. No employee shall be reprimanded or disciplined without just cause.
- G. An employment contract may at any time be terminated by the employee giving to the district sixty (60) days' notice in writing of intention to resign.

ARTICLE VIASSOCIATION RIGHTS AND RESPONSIBILITIESA. Use of School Facilities

The Association and its representative shall have the privilege to use school buildings at all reasonable time outside of working hours for meetings, providing the desired facility is not otherwise in use, and prior approval of the building principal is obtained. Any extra costs from building use shall be paid for by the Association in accordance with building use guidelines.

B. Use of School Equipment

The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times outside of working hours, providing the building principal regards the equipment as being in satisfactory condition for the extra use. The Association shall furnish materials and supplies incidental to such use, and pay reasonable costs for repair necessitated as a result of such use.

C. Mail Facilities and Mailboxes

The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary and without the approval of building principals or other administrative personnel.

ARTICLE VIIRENEWAL/NON-RENEWAL PROCEDURE

On or before May 31<sup>st</sup> of each year, the Board shall give to each support staff member:

- F. A written offer of a contract for employment for the next succeeding year, providing at least the same terms and conditions of employment, but with such increase in salary and benefits as may be required by law, or
- G. A verbal notification by the Superintendent or Business Administrator five (5) working days prior to the regularly scheduled Board Meeting to consider contracts, that the administrator and Board does not intend to offer such employment, and requesting the support staff member to exercise one of the following options:
  - 6. to receive written notice from the Board that such employment shall not be offered, or
  - 7. to submit a letter of resignation.

ARTICLE VIIISTAFF DEVELOPMENT

- A. Reimbursement is provided for employees who have worked for the district one (1) full year and work four (4) hours or more daily.
- B. Reimbursement of expenses is provided to Support Staff Members for course work, workshops and/or seminars outside the district that are consistent with the employees duties and responsibilities. Enrollment in courses, workshops and/or seminars must receive the approval of the employee's supervisor and the Superintendent prior to his/her attendance. All requests will be subject to the limitation of the current year's budget.

ARTICLE IXTEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year:
1. a. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application of the employee's immediate superior for the personal leave shall be made at least five (5) days before taking such leave (except in the cases of emergency, but shall be required to contact his/her immediate supervisor or designee to explain the emergency prior to taking said leave) and the applicant for such leave shall not be required to state the reason for taking it under this section. At the end of each year, any unused personal days shall be applied to sick leave days.
  - b. New employees hired after the start of the school year (9/1-6/30) will be allotted leave(s) time for personal, legal business, household, or family matters on a prorated basis. New employees will be given credit for a full month if they work any time before the 15th.
  2. Up to an aggregate of four (4) person days for staff representatives of the association to attend conferences and conventions.
  3. Time necessary for appearance in any legal proceeding connected with the employee's employment, or with the school system, if the employee is required by law to attend.
  4. a. Up to five (5) days total annually in the event of death in the immediate family (spouse, parents, children, grandchildren, siblings, grandparents and corresponding in-laws) wherever domiciled, or any relative domiciled in the employee's residence.  
  
Additional leave for death may be granted upon approval of the superintendent.
  - b. Up to five (5) days total annually in the event of serious illness in the immediate family (spouse, parents, children, grandchildren, siblings, grandparent, and corresponding in-laws) wherever domiciled, or any relative domiciled in the employee's residence.

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

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

Additional leave for serious illness may be granted upon approval of the superintendent.

- c. The support staff is discouraged from taking leave time either immediately before or immediately after any recess periods (e.g., Thanksgiving Recess, Winter Recess, President's Holidays, Spring Recess, etc.
- 5. Other leaves of absence with pay may be granted by the Board for good reason.
  - 6. Jury duty will be granted with pay less the jury duty stipend.
- B.
    - 1. Leaves taken pursuant to Section A above shall in addition to ten (10) or twelve (12) days accumulative sick leave to which employees are entitled, except as otherwise specified in the schedules of salary.
    - 2. New employees hired after the start of the school year will be allotted sick days on a prorated basis according to the following formula: 1 sick day per number of months between the date of employment and June 30th. New employees will be given credit for a full month if they work any time before the 15th.
- C. For the purpose of this article, a part-time employee's day shall be defined as the number of hours normally worked daily by that employee. Part-time employees' sick and temporary leaves of absence shall be prorated.
- D. When, in the judgement of the administration and Board of Education there is good cause to doubt the validity of a sick leave claim, the Board may require a physician's note to be filed by the employee with the Business Administrator to verify the sick leave claim before the leave is granted with pay.
- E. Support staff members who use three (3) or less sick days per annum will be given a one hundred dollar (\$100) stipend as a good attendance incentive.

ARTICLE XEXTENDED LEAVES OF ABSENCE

- A. 1. A support staff member who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.
- a. In the case of pregnancy, the support staff member shall inform the supervisor of the anticipated delivery date.
  - b. No later than ninety (90) days prior to the anticipated delivery date, the support staff member shall request a leave of absence while she is disabled, for which accumulated sick leave time may be utilized.
2. The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. When such a disability occurs, a support staff member who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, pursuant to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.
3. Relative to child-bearing, should an employee elect to continue work, the employee may do so until:
- a. The Board's physician and the employee's physician agree that she is medically unable to continue working, or
  - b. provided there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive. The cost of the third physician's examination shall be borne by the Board.
4. The leave must extend to a date not earlier than the beginning of the first subsequent contract year nor end later than the beginning of the second subsequent contract year. In order to receive an offer of re-employment, the employee must notify the Superintendent in writing on, or within one month prior to March 1st of his/her intent to return to employment in the district the subsequent July 1st or September 1st.

5. Following submittal of the March 1st notice, the employee will be made an offer of employment in writing, at a salary not less than that in the contract in force at the time of the leave request and for an employment period not less in time per week than that in the said contract.
- B. Child care leave is available to an eligible support staff member at the end of the legal disability period either by statute or through the provisions of this article. An employee opting for statutory leave shall not be eligible for contractual leave.
1. Statutory leave entitles the employee to follow the laws governing State and Federal Leave. The employee will be obligated to return at the end of the statutory leave.
  2. Contractual child care leave shall begin immediately upon:
    - a. The termination of a disability leave associated with the birth of a child, or
    - b. in the case of a paternal child care leave or the adoption of a child, upon the birth of the child or the date of custody of the child, or
    - c. On September 1 or January 2 when the events set forth in Sections a) or b) above occur when school is in recess for the summer months or in recess for the Winter Break.
  3. Contractual child care leave shall terminate at the end of the school year in which the leave was granted. Extension, or other adjustments to the duration of the leave, shall be at the sole and full discretion of the Board of Education.
  4. A support staff member desiring an unpaid leave shall apply not less than ninety (90) calendar days before the anticipated delivery date of the infant. In the case of adoption, notice shall be given to the support staff member's supervisor when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the support staff member is informed of the anticipated custody date. If, within two (2) weeks after the commencement of said leave, the adoption/birth is unsuccessful, the leave will be waived upon the request of the applicant.
  5. Contractual unpaid child care leave is available to support staff members who fulfill the requirements set out above. Approval of leave is conditioned upon adequate staffing as determined by the Board of Education. No request will be disapproved arbitrarily or capriciously.
  6. To be eligible for a salary increment, a support staff member must work at least six (6) months in the school year that the leave commences or terminates.
  7. A support staff member on a voluntary unpaid leave of absence shall not be eligible to receive or to accrue benefits except as provided by statute. The Board shall, however, continue the support staff members's coverage

in the district's group health plans for a period of nine(9) weeks, after which the employee may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.

8. To be eligible for child care leave, a support staff member must be actively employed in the district for the entire academic year prior to the requested leave.
- C. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
  - D. Other leaves of absence without pay may be granted by the Board for good reason.
  - E.
    1. An employee shall not receive increment credit for time spent on leave granted pursuant to Section A, B, C and/or D of this Article.
    2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.
  - F. All extensions or renewals of leaves shall be applied for in writing and, if approved by the Colts Neck Township Board of Education, granted in writing.
  - G. Other leaves of absence with partial pay may be granted by the Board. These leaves will generally be of such a nature that the granting of them will cause the Colts Neck School system to benefit. Application for these leaves should be made to the Superintendent no later than thirty (30) days prior to the commencement of the leave period.

ARTICLE XISalary Guide Placement

A Support Staff Member employed after February 1<sup>st</sup> of any school year will remain on the same salary step and will not receive full credit toward the next increment step for the following year.

ARTICLE XIIRETIREMENT BENEFIT

Following fifteen years employment in the Colts Neck School District, the retiring Support Staff employee shall receive monies in the amount of \$1,288.00. This benefit will be provided subject to the following conditions:

- A. Written notice of intent to retire must be submitted to the Superintendent prior to December 31st of the school year in which the retirement will occur. If the notification is not timely, the employee may make application by letter, consistent with this article, the following year only.
- B. The retiring employee must reach his/her 50th birthday on or before the last date of employment.
- C. The person retiring will receive the benefit during July, subsequent to having submitted the notification described above.

ACCUMULATED SICK LEAVE

Following fifteen years of employment in the Colts Neck School District, upon retirement, the retiring staff member shall be compensated for accumulated sick leave under the following conditions:

- A. Written notice of intent to retire must be submitted to the Superintendent prior to December 31st of the school year in which the retirement will occur. If the notification is not timely, the employee may make application, consistent with this article, during the following year.
- B. The person retiring will receive \$45.00 for each accumulated sick leave day over twenty-five (25) days up to a maximum amount of \$3,330.00.

ARTICLE XIIIINSURANCE

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

## UNMARRIED EMPLOYEES

Coverage by Blue Cross/Blue Shield Insurance Plan, which shall be substantially equivalent to the former CIGNA Plan. Maternity benefits are included.

## MARRIED EMPLOYEES

Coverage by Blue Cross/Blue Shield Insurance Plan which shall be substantially equivalent to the former CIGNA Plan, for the employee, spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship. Maternity benefits are included.

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

Support staff employees are considered full time if they work a minimum of 28 hours a week on a regular basis in order to receive Health/Dental insurance benefits. Bus Drivers, however, need to work a minimum of 20 hours.

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

- C. New Employees

The Board shall provide to Support Staff employed effective September 1, 1997 POS medical single only coverage. These employees have the right to purchase dependent coverage. Upon completion of three years of employment in the Colts Neck Township School District, the Board of Education shall provide to said employee POS family coverage. At this time the employee can opt for

traditional coverage at their own expense.

D. Medical and Dental Benefits

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

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

New employees hired after the start of the school year who opt not to receive medical and dental benefits will receive a prorata stipend based on the date s/he was hired to the end of the school year.

The stipend is subject to standard payroll taxes and will be paid in June of each school year.

- a. Employees/Dependents who have waived the coverage may re-enter by applying during the enrollment period each year. It will be necessary for each family member to complete a Statement of Health (proof of insurability). Based on the Statement of Health, Blue Cross/Blue Shield reserves the right to exclude coverage for a particular individual. The Statement of Health should be obtained, completed, and submitted to Blue Cross/Blue Shield with the intent of implementing coverage.
- b. Assuming most employees/dependent choosing to waive coverage will be doing so because they have this coverage through their spouse, a "hardship provision" for re-entry is available. This provision allows employee family members to re-enter the program on an immediate basis without the necessity of health questionnaires. The provision allows for re-entry only in the following situation which result in the loss of coverage through a spouse:
  - Termination of employment
  - Legal separation (copy of decree required)
  - Group contract/policy terminated
  - Divorce (copy of decree required)
  - Death (copy of certificate required)
  - Military discharge (Form DD214 required)

2. First dollar benefits for all support staff will be deleted with the exception of:

- Mandatory second opinion
- Routine physical
- X-rays
- Lab work

These benefits will be paid at one hundred per cent (100%) of the reasonable and customary cost.

All other benefits shall be covered by major medical.

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

#### E. Retirees

1. All retired employees with less than 25 years of service will be eligible to participate in the medical health insurance plan provided by the Board of Education insurance carrier. All costs of the plan for the retiree will be paid for by the retiree.

- F. Board agrees to underwrite losses of personal property, other than cars and other means of transportation, used in the working process up to \$500 per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing insurance policy.

- G. All support staff will be reimbursed for any job-related tests needed for alcohol or drug abuse limited to blood and urinalysis tests only as required by the State of New Jersey.

- H. The Board of Education will offer a voluntary flexible spending insurance program. Start up costs, legal costs, and annual fees will be borne other than by the Colts Neck Township Support Staff Members Association. Individual support staff members will be responsible for their participation (participant) fees.

ARTICLE XIVDURATION OF CONTRACT

This contract shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006. This contract shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## CUSTODIANS

### SALARIES

1. Twelve month position; eight hours work a day, including thirty-minute mealtime and a 15-minute break. All overtime must be approved by the Business Administrator preferably prior to working.
2. Regular overtime is paid at time-and-a-half; Sunday overtime is at double time. Overtime is defined as that time worked in excess of forty (40) hours per week. Paid sick days are counted for this purpose as time worked. Overtime on Saturday and Sunday shall consist of a minimum of three (3) hours of work. Employees shall use all time not required by the contracted organization to complete jobs assigned by the building principal and/or the Business Administrator.
3. Overtime for regularly scheduled custodians shall be administered by the Buildings and Groundskeeper. Custodians shall be assigned overtime on a rotating basis in their respective buildings. If the custodians refuse overtime in their respective buildings, such overtime will be assigned to another regular custodian or substitute custodian employed in the school district.
4. A schedule of thirteen (13) holidays shall be issued concurrent with the issuance of contracts. The thirteenth (13th) holiday will be in October as per the school calendar.
5. Each custodian shall be allowed twelve (12) sick days leave annually and unused days shall be accumulative.
6. Up to three (3) years of service, custodians shall be entitled to ten days vacation annually. From four (4) to ten (10) years of service, custodian shall be entitled to fifteen (15) days vacation annually. Custodians employed in the district eleven (11) or more years will receive twenty (20) days, or four (4) weeks vacation. Vacation days are not cumulative and cannot be carried over from one year to the next.
7. Attendance is required on days schools are closed for weather reasons, and custodians will work a standard workday of eight (8) hours.
8. All custodians shall receive reimbursement if they initially acquire a Black Seal License while employed in the Colts Neck school system. This reimbursement shall be payable twelve (12) months following acquisition of the license.
10. Board of Education will pay the cost of the initial training and for the renewal of all Black Seal Licenses.
11. Custodians re-employed shall receive a written notice by May 31st for the following year.



12. Calendar for vacations shall be arranged with the Business Administrator to correspond to school calendar. Custodians are encouraged to take a majority of their vacation time during the school year.
13. Validated emergency service (reporting for work when called outside regularly scheduled hours, in emergencies) by custodians will be compensated as follows:
  - a. For reporting to his/her school immediately upon being notified of emergency, \$30.00
  - b. For working a full hour or part of hour over 15 minutes, workdays and Saturdays (12:01 A.M. through 11:59 P.M., time-and-a-half; on Sundays and holidays, double-time.

Custodian's voucher will be validated by the building principal or by the supervising administrator when the principal is not available.

14. Board of Education will designate a custodian in each school building as Building Head Custodian. A job description for this position will be prepared by the Board. Compensation for this position will be \$1,250.00 annually.
15. Custodians regularly working the night shift shall receive \$725.00 per year above their guide level salary.
16. There must be a custodian with a Black Seal License on duty at all times when the boilers are on.
17. Each custodian shall receive an annual allotment of \$110.00 for slip resistant, steel-toed shoes. A receipt demonstrating proof of purchase shall be submitted to the Board Secretary for reimbursement up to the allotted amount of \$110.00.
18. Ninety (90) days notice will be provided to custodial staff prior to contracting with an outside service.
19. Annually each Custodian will receive seasonal three (3) uniforms (i.e., 3 pairs of pants, 3 long-sleeved shirts, 3 short-sleeved shirts, 2 hooded sweatshirts, and 1 winter coat) from the Board of Education. These uniforms must be worn during his/her working hours in the district.
20. The Board of Education will pay for the training, fingerprinting, renewal of license, and physical examination as required by the State of New Jersey necessary to obtain a Commercial Driver's License, provided that the Custodian agrees to serve as a Substitute Bus Driver. The Employee shall then be eligible for said reimbursement at the regular two (2) year license renewal interval. Employee must submit copies of receipts and/or canceled checks and a Board of Education voucher in order to receive payment.
21. Maintenance and Grounds employees will receive an annual stipend of \$300.

22. Custodian(s) may be offered additional duties consisting of, but not limited to, clerical, mechanical and transportation in nature. Custodian(s) have full discretion to accept or reject said additional duties. Should a custodian choose to accept said additional duties, they shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.

## SALARY GUIDE - CUSTODIANS

<u>LEVEL</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
A	22,000	22,500	23,000
B	22,544	22,990	23,513
C	23,539	23,559	24,025
D	24,578	24,599	24,619
E	25,663	25,684	25,706
F	26,689	26,818	26,840
G	27,757	27,890	28,025
H	28,867	29,006	29,145
I	29,951	30,166	30,312
J	31,163	31,299	31,524
K	32,375	32,565	32,707
L	33,586	33,832	34,031
M	34,599	35,097	35,354
OFF	35,650	36,156	36,676
OFF	39,416	37,254	37,783
OFF	42,998	41,190	38,930
OFF	48,125	43,887	43,043
OFF		50,291	45,867
OFF			52,554

## PRINCIPALS' SECRETARIES

SALARIES

1. Annual term of employment ten (10) months, September 1 through June 30, and twenty (20) days rendered July 1 through August 31. During the period September 1st through June 30th, the secretary is employed on all days when school is open for administrative staff, including those preceding opening of school in September and following the close of school in June. The twenty (20) days of employment over the summer must be coordinated and approved by the Building Principal and submitted to the Superintendent by June 30<sup>th</sup>. If a conflict arises among secretaries regarding vacation leave, the senior secretary (longevity) will receive preference.
2. Eight hours daily, 30 minute mealtime and one fifteen minute break included - 40 hours weekly.
3. Sick leave for term of employment is eleven (11) days accumulative.
4. Secretaries re-employed shall receive a written notice of employment for the following year by May 31st.
5. On delayed opening days secretarial and clerical staff are encouraged to report to work no less than 30 minutes prior to the delayed opening schedule for students.

On early closing days secretarial and clerical staff may leave as permitted by the Superintendent.

6. Secretary(ies) may be offered additional duties consisting of, but not limited to, transportation, mechanical and custodial in nature. Secretary(ies) have full discretion to accept or reject said additional duties. Should a secretary choose to accept said additional duties, they shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.

## SALARY GUIDE - PRINCIPALS' SECRETARIES

<u>LEVEL</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
A	22,500	23,000	23,750
B	22,993	23,513	24,035
C	23,951	24,028	24,558
D	24,950	25,029	25,109
E	25,988	26,072	26,156
F	27,084	27,158	27,246
G	28,227	28,302	28,380
H	29,420	29,497	29,576
I	30,137	30,744	30,824
J	30,854	31,494	32,127
K	31,581	32,242	32,911
OFF	32,307	33,002	33,693
OFF	36,392	33,761	34,487
OFF		38,030	35,280
OFF			39,741

SECRETARY TO THE ASSISTANT PRINCIPAL  
~~SECRETARY TO THE SUPERVISOR OF ELEMENTARY EDUCATION~~  
ASSISTANT SECRETARY  
GUIDANCE SECRETARY

SALARIES

1. Annual term of employment ten (10) months, September 1 through June 30, and twenty (20) days rendered July 1 through August 31. During period September 1st through June 30th, secretary is employed on all days when school is open for administrative staff, including those preceding opening of school in September and following the close of school in June. The twenty (20) days of employment over the summer must be coordinated and approved by the Building Principal and submitted to the Superintendent by June 30<sup>th</sup>. If a conflict arises between secretaries regarding vacation time, the senior secretary will receive preference

2. Eight hours daily, 30 minute mealtime and one fifteen minute break included - 40 hours weekly.
3. Sick leave for term of employment is eleven (11) days accumulative.
4. Secretaries re-employed shall receive a written notice of employment for the following year by May 31st.
5. On delayed opening days secretarial and clerical staff are encouraged to report to work no less than 30 minutes prior to the delayed opening schedule for students.

On early closing days secretarial and clerical staff may leave as permitted by the Superintendent.

6. Secretary(ies) may be offered additional duties consisting of, but not limited to, transportation, mechanical and custodial in nature. Secretary(ies) have full discretion to accept or reject said additional duties. Should a secretary choose to accept said additional duties, they shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.

SALARY GUIDE -  
SECRETARY TO THE ASSISTANT PRINCIPAL  
~~ASSISTANT SECRETARY TO THE SUPERVISOR OF ELEMENTARY EDUCATION~~  
GUIDANCE SECRETARY

<u>LEVEL</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
A	21,995	22,500	23,000
B	22,912	22,985	23,513
C	23,866	23,943	24,019
D	24,861	24,940	25,020
E	25,955	25,980	26,062
F	27,098	27,123	27,149
G	28,291	28,318	28,344
H	29,009	29,564	29,592
I	29,727	30,314	30,895
J	30,452	31,064	31,679
K	31,178	31,823	32,462
L		32,581	33,255
M			34,048

## CLERKS

SALARIES

1. Annual term of employment - ten (10) months; extends from September 1st through June 30th. During that period, clerks are employed on all working days preceding the opening of school in September, following the closing of school in June.
2. Anyone working seven hours daily, will receive a 30 minute mealtime which will amount to 37.5 hours weekly.
3. Any clerk who works over 40 hours will be compensated at a time-and-a-half hourly rate if prior approval has been granted by the respective administrator and the Superintendent.
4. Sick leave for the ten month year - ten (10) days (one day per month).
5. Clerks re-employed shall receive written notice of employment for the following year by May 31st.
6. On delayed opening days secretarial and clerical staff are encouraged to report to work no less than 30 minutes prior to the delayed opening schedule for students.

On early closing days, secretarial and clerical staff may leave as permitted by the Superintendent.

7. Clerk(s) may be offered additional duties consisting of, but not limited to, transportation, mechanical and custodial in nature. Clerk(s) have full discretion to accept or reject said additional duties. Should a clerk choose to accept said additional duties, they shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.

## SALARY GUIDE - CLERKS

<u>LEVEL</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
A	8.40	8.77	9.17
B	8.57	8.96	9.36
C	8.78	9.18	9.59
D	9.16	9.57	10.00
E	9.55	9.98	10.43
F	9.96	10.41	10.88
G	10.33	10.79	11.28
H	10.74	11.23	11.73
I	11.18	11.68	12.21
J	11.64	12.16	12.71
OFF	12.11	12.65	13.22
OFF	12.61	13.18	13.77

## INSTRUCTIONAL ASSISTANTS

SALARIES

1. The work year shall be defined as follows:  

Instructional Assistants	no more than 184 days
--------------------------	-----------------------
2. Daily pay for Instructional Assistants includes thirty (30)-minute mealtime for aides working four (4) or more hours a day.
3. Instructional Assistants re-employed shall receive a written notice of employment for the following year by May 31st.
4. Instructional Assistants may be offered additional duties consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature. Instructional Assistants have full discretion to accept or reject said additional duties. Should an aide choose to accept said additional duties, they shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.
5. Instructional Assistants will be required to attend three (3) staff development days, one of which will include the district orientation day, and a maximum of two extended days for in-service training that is relevant to their assignment.

## SALARY GUIDE - INSTRUCTIONAL ASSISTANTS

<u>LEVEL</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
A	8.00	8.25	8.45
B	8.33	8.40	8.62
C	8.68	8.71	8.78
D	9.04	9.07	9.10
E	9.42	9.45	9.48
F	9.75	9.84	9.88
G	10.14	10.19	10.29
H	10.54	10.60	10.65
I	10.97	11.02	11.07
J	11.41	11.47	11.52
K	11.87	11.92	11.99
L	12.34	12.40	12.46
M	12.83	12.90	12.96
N	13.35	13.41	13.48
O	13.88	13.95	14.01
OFF	14.38	14.51	14.58
OFF	15.05	15.03	15.16
OFF	15.88	15.73	15.71
OFF		16.60	16.44
OFF			17.35

## BUILDING AIDES

SALARIES

1. The work year shall be defined as follows:  

Building Aides	no more than 184 days
----------------	-----------------------
2. Daily pay for Building Aides includes thirty (30)-minute mealtime for aides working four (4) or more hours a day.
3. Aides re-employed shall receive a written notice of employment for the following year by May 31st.
4. Building Aides may be offered additional duties consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature. Building Aides have full discretion to accept or reject said additional duties. Should an aide choose to accept said additional duties, they shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.
5. Building Aides will be required to attend three (3) staff development days, one of which will include the district orientation day, and a maximum of two extended days for in-service training that is relevant to their assignment.

## SALARY GUIDE - BUILDING AIDES

<u>LEVEL</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
A	8.00	8.25	8.45
B	8.33	8.40	8.62
C	8.68	8.71	8.78
D	9.04	9.07	9.10
E	9.42	9.45	9.48
F	9.75	9.84	9.88
G	10.14	10.19	10.29
H	10.54	10.60	10.65
I	10.97	11.02	11.07
J	11.41	11.47	11.52
K	11.87	11.92	11.99
L	12.34	12.40	12.46
M	12.83	12.90	12.96
N	13.35	13.41	13.48
O	13.88	13.95	14.01
OFF	14.38	14.51	14.58
OFF	15.05	15.03	15.16
OFF	15.88	15.73	15.71
OFF		16.60	16.44
OFF			17.35

## LUNCH/RECESS AIDES

SALARIES

1. The work year shall be defined as follows:  

Lunch/Recess Aides	no more than 173 days	minimum work day 2-1/2 hrs.
--------------------	-----------------------	-----------------------------
2. Daily pay for Lunch/Recess Aides includes thirty (30)-minute mealtime for aides working four (4) or more hours a day.
3. Aides re-employed shall receive a written notice of employment for the following year by May 31st.
4. Lunch/Recess may be offered additional duties consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature. Lunch/Recess Aides have full discretion to accept or reject said additional duties. Should an aide choose to accept said additional duties, they shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.

## SALARY GUIDE - LUNCH/RECESS AIDES

<u>LEVEL</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
A	7.75	7.90	8.10
B	8.00	8.10	8.26
C	8.33	8.36	8.50
D	8.68	8.71	8.74
E	9.04	9.07	9.10
F	9.39	9.45	9.48
G	9.76	9.81	9.88
H	10.15	10.20	10.25
I	10.56	10.61	10.66
J	10.98	11.04	11.08
K	11.42	11.48	11.53
L	11.88	11.93	12.00
M	12.35	12.41	12.47
N	12.85	12.90	12.97
O	13.33	13.43	13.49
OFF	13.82	13.93	14.03
OFF	23.82	14.44	14.56
OFF		24.89	15.09
OFF			26.01

## COMPUTER APPLICATION SUPPORT SPECIALISTS

SALARIES

1. The work year shall be defined as follows:  

Computer Application Support Specialists	no more than 184
days	
2. Daily pay for Computer Application Support Specialists includes thirty (30)-minute mealtime for specialists working four (4) or more hours a day.
3. Specialists re-employed shall receive a written notice of employment for the following year by May 31st.
4. Computer Application Support Specialists may be offered additional duties consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature. Computer Application Support Specialists have full discretion to accept or reject said additional duties. Should a specialist choose to accept said additional duties, they shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.
6. Computer Application Support Specialists will be required to attend three (3) staff development days, one of which will include the district orientation day, and a maximum of two extended days for in-service training that is relevant to their assignment.

## SALARY GUIDE - COMPUTER APPLICATION SUPPORT SPECIALISTS

<u>LEVEL</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
A	11.41	----	----

Additional increases will be given in the 2004-05 and 2005-06 school years predicated upon the successful passage of the budget.

## BUS DRIVERS

SALARIES

1. Annual Term of Employment: Ten (10) months - 183 school days. The 182nd day is only for attendance at meetings on the district's Orientation Day in September, and the 183<sup>rd</sup> day is for in-service and transportation issues. The in-service training day will be arranged by the Transportation Coordinator.
2. Drivers transporting out-of-district students must also work on days when those schools are open for students. However, if over 183 working days in the normal school year are involved, these drivers shall be compensated for any additional hours at their hourly rate.
3. Meetings Requiring Bus Driver Attendance as determined by the Business Administrator: Each driver will be paid their hourly salary for not less than one (1) hour when such meetings are held outside their regular duty hours, unless brought in from home specifically for a meeting, in which case a two (2) hour minimum would apply.
4. Work day shall consist of at least four (4) work hours in order to be a part of this bargaining unit.
5. Sick Leave: Ten (10) days per year, accumulative.
6. Drivers re-employed shall receive written notice of employment for the following year by May 31st.
7. Drivers are required to have and maintain a valid Commercial Drivers Licenses (C.D.L.).
8. After four months of continuous service in the district, the employee will be reimbursed for fingerprinting, renewal of license, and physical examination as required by the State of New Jersey. The Employee shall then be eligible for said reimbursement at the regular two (2) year license renewal interval. Employee must submit copies of receipts and/or canceled checks and a Board of Education voucher in order to receive payment.
9. Ninety (90) days notice will be provided to the bus drivers prior to contracting with an outside service.
10. Bus Driver(s) may be offered additional duties consisting of, but not limited to, clerical, mechanical and custodial in nature. Bus Driver(s) have full discretion to accept or reject said additional duties. Should a driver choose to accept said additional duties, they shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.

11. As extra work becomes available, it shall be offered first to all regular "contracted" district bus drivers on a rotating, seniority basis, as long as it does not interfere with his/her regular transportation route.

## MECHANIC/BUS DRIVER

SALARY

1. Annual Term of Employment: Ten (10) months, which includes September 1 through June 30 and twenty (20) days from July 1 through August 31. During the period September 1 through June 30, the Mechanic/Bus Driver is employed on all days when school is in session for pupils as well as those days preceding opening of school in September and following the close of school in June. In addition, the Mechanic/Bus Driver shall be required to attend two (2) in-service days (i.e., Orientation Day and a day to be announced).
2. Work day is 7:00 a.m. to 4:00 p.m. on all days when school is in session for students; thirty-minute lunch time and two (2) fifteen-minute breaks. On short-session days, hours to be 7:00 a.m. to 2:00 p.m.  
  
Summer hours shall be 8:00 a.m. to 4:00 p.m.
3. Sick leave for term of employment is eleven (11) days accumulative.
4. Mechanic/Bus Driver is required to have and maintain a valid commercial Driver's License (C.D.L.). After four (4) months of continuous employment in the district, the employee will be reimbursed the cost of for fingerprinting, renewal of license, and physical examination as required by the State of New Jersey. Employee shall then be eligible for said reimbursement at the regular two (2) year license renewal interval. Employee must submit copies of receipts and/or canceled checks and a Board of Education voucher in order to receive payment.
5. Mechanic/Driver shall be provided weekly coveralls/uniforms to work on district vehicles.
6. Mechanic/Driver shall receive an annual allotment of \$110.00 for slip-resistant, steel-toed shoes. A receipt demonstrating proof of purchase shall be submitted to the Business Administrator for reimbursement up to the allotted amount of \$110.00.
7. Mechanic/Driver re-employed shall receive a written notice of re-employment by May 31 for the following year.

## SALARY GUIDES - BUS DRIVERS

<u>BUS DRIVER</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
A	19.19	19.57	19.97
B	20.05	20.45	20.87
C	20.55	21.00	21.37
D	21.30	21.50	22.01
E	22.47	22.26	22.47
F		23.48	23.26
G			24.53

## SALARY GUIDE - MECHANIC/BUS DRIVER

<u>MECHANIC</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
A	35,000	35,500	36,000
B	37,500	36,575	37,075
C	40,000	39,188	39,688
D	42,584	41,800	42,300
E		44,500	45,000
F			46,502

NOTE: AN ADDITIONAL 10% OF THE BASE RATE IS PAID FOR 20 DAYS OF SERVICE BETWEEN JULY 1 AND AUGUST 31

## TRANSPORTATION AIDES

SALARIES

1. The work year shall be defined as follows:  

Transportation Aides	no more than 183 days
----------------------	-----------------------
2. Daily pay for Transportation Aides includes thirty (30)-minute mealtime for aides working four (4) or more hours a day.
3. Aides re-employed shall receive a written notice of employment for the following year by May 31<sup>st</sup>.
4. Staff Development - Transportation Aides will be required to attend two (2) in-service days per year to address safety and student care issues, one day of which shall be the district orientation day.
5. Transportation Aides may be offered additional duties consisting of, but not limited to, clerical, mechanical and custodial in nature. Transportation Aides have full discretion to accept or reject said additional duties. Should an aide choose to accept said additional duties, they shall be compensated in accordance with the minimum hourly salary of the respective position which would normally perform the responsibility.

## SALARY GUIDE - TRANSPORTATION AIDES

<u>LEVEL</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
A	8.00	8.15	8.25
B	8.33	8.36	8.52
C	8.68	8.71	8.74
D	9.04	9.07	9.10
E	9.42	9.45	9.48
F	9.79	9.84	9.87
G	10.19	10.23	10.29
H	10.60	10.65	10.70
I	11.01	11.07	11.13
J	11.46	11.51	11.57
K	11.92	11.98	12.03
L	12.39	12.46	12.52
M		12.95	13.02
N			13.53

This contract shall be effective July 1, 2003, and shall continue in effect until June 30, 2006. The contract will remain in full force and effect for the full period of three years.

COLTS NECK TOWNSHIP SUPPORT STAFF MEMBERS ASSOCIATION

By: \_\_\_\_\_  
Joanne Sofia, President

By: \_\_\_\_\_  
Diana Gatti, Secretary

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By: \_\_\_\_\_  
Ann Hager, President

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