

**August 22, 2005
September 2, 2005
September 11, 2005**

CONTRACT

BETWEEN

MIDDLE TOWNSHIP BOARD OF EDUCATION

AND

MIDDLE TOWNSHIP SUPPORTIVE STAFF ASSOCIATION

July 1, 2005 – June 30, 2008

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PREAMBLE

This Agreement entered into this twenty-seventh day of July, 2005, by and between the Board of Education of Middle Township hereinafter called the "Board," and Middle Township Supportive Staff Association, hereinafter called the "Association," represents the complete and final understanding on all the bargainable issues between the Board and the Association.

ARTICLE I

RECOGNITION

- A. As per the provisions of N. J. S. A. 3 4:13 A, the Board recognizes the Association as the exclusive collective negotiations agent of the Supportive Staff, for all permanent full and part-time permanent employees including custodial workers, grounds keepers, maintenance repairers, custodial worker (low pressure license), senior custodial worker, HVAC mechanic, teacher aides, school nurse aides, interpreter, security aides, substitute coordinators, clerical employees, including, but not limited to, clerk typists, junior and senior library assistants, senior clerk typists, principal clerk, principal clerk typist, supervising clerk typist and data entry machine operator, supervising data entry machine operator, principal data entry machine operator employed by Middle Township Board of Education, but excluding professional employees, supervisors within the meaning of the Act, substitutes, seasonal employees, other supportive staff, confidential employees and police. Cooks, bakers and assistants, and food service workers are included in the bargaining unit when they are directly employed by the Board.
- B. References to male employees include female employees and vice versa.
- C. The Association will annually notify the Superintendent of the names of officers and designated grievance representatives. The Superintendent shall be notified of changes as they occur.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A et seq., in a good-faith effort to reach an agreement on all matters concerning the terms and conditions of employment. Such negotiations shall

be conducted in accordance with the rules of the Public Employment Relations Commission.

- B. Should a mutually-acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, and submitted to both the Association and the Board for final adoption; be signed by the Board and the Association, and be adopted by the Board.

ARTICLE III

MANAGEMENT RIGHTS

- A. Subject to the limitations of this Agreement, the Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement 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 following:
 - 1. The rights to the executive management and administrative control of the Middle Township School District and its properties and facilities and the activities of its employees while on duty.
 - 2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
 - 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, and in keeping with the negotiated and agreed to terms and conditions of this Agreement.
- B. The exercises of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms thereof, and are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its powers, rights, authority, duties and responsibilities under R. S. 18A, R. S. 11, R. S. 40 or 40A, or any other national, state, county, or local laws or ordinances.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. No employee, shall be reprimanded or otherwise disciplined without just cause.
- B. Whenever any employee is required to appear before the Board, or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his position, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him.
- C. Employees shall not be required to work under unsafe or hazardous conditions as determined by the building principal.
- D. A liaison committee shall be established in each building. This Committee consisting of support staff within the building shall meet upon request with the building principal at mutually agreed times to discuss concerns.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he shall suffer no loss in pay.
- B. Representatives of the local Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation, extra-curricular activities, the employees' work, and provided the representative obtains the building principal's permission during working hours or checks in at the school office after working hours.
- C. The Association and its representative shall have the privilege to use school buildings with the approval of the building principal at all reasonable hours for meetings provided that this shall not interfere with or interrupt normal school operation. The principal of the building in question shall receive the application for use in writing in advance of the time and place of all such meetings.
- D. The Association shall have the privilege to use the inter-school mail facilities and school mailboxes to communicate with its members. The Association shall have the right to use a bulletin board in each building, as it deems necessary and with the approval of the building principals or other members of the administration.

- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. Accredited representatives of the Association may enter the school district buildings or premises only at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Association decides to have its representative enter the district facilities or premises, it will request such permission from the appropriate building supervisor and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of the school or normal duties of the employee. There shall be no Association business transacted nor meetings held on Board time which interfere with the employee's assigned duties.
- G. The Association shall have the privilege to use school facilities and equipment including typewriters and duplicating equipment, when such equipment is not otherwise in use after securing permission of the Administration. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition

- 1. The term "grievance" as used herein means any claim that there has been a misinterpretation or misapplication of the terms and conditions of this Agreement or any written policy covering terms and conditions of employment and may be raised by any employee or group of employees or the Association.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as confidential as possible.
- 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted without the intervention of the Association provided the resolution is not inconsistent with the terms of this Agreement.

C. Steps of the Grievance Procedure

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step. All time limits within any step of this grievance procedure may be extended by mutual written consent. All grievances under these steps shall be in writing, shall specify the section or Article of the contract violated, the date of the violation and the relief sought. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process.

Step One

- a. An aggrieved employee shall institute action in writing under the provisions hereof within seven (7) working days of the occurrence of the grievance.
- b. The immediate supervisor shall render a written decision within three (3) working days after receipt of the grievance.
- c. Immediate supervisor at this level shall be the appropriate one of the following: supervisor of buildings and grounds, Board Secretary, or building principal.

Step Two

- a. In the event a satisfactory settlement has not been reached, the employee may appeal the Step One decision to the Board Secretary within five (5) working days following the decision at Step One.
- b. The Board Secretary shall render a decision in writing within ten (10) working days from the receipt of the grievance.

Step Three

- a. In the event a satisfactory settlement has not been reached at Step Two, the Association may appeal the Step Two decision to the Superintendent of Schools within five (5) working days following receipt of the Step Two decision.
- b. The Superintendent of Schools shall render a decision in writing within ten (10) working days from the receipt of the grievance.

Step Four

- a. In the event the grievance has not been resolved at Step Three, then within five (5) working days following the determination of the Superintendent of Schools, the matter may be submitted by the Association to the Board of Education for review.
- b. The Board of Education, or a committee thereof, shall upon the request of the Association hold a hearing, or shall review the matter and make a determination within thirty (30) calendar days from the receipt of the grievance.

Step Five

- a. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, it shall so notify the Board through the Superintendent of Schools within ten (10) working days of receipt of the Board's decision.
- b. The following procedure shall be used to secure the services of an arbitrator:
 - (1) A request will be made to PERC to submit a roster of persons qualified to function as arbitrators in the dispute in question.
 - (a) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He cannot modify, add to, nor subtract anything from the Agreement between the parties. The finding of the arbitrator shall be binding. Only the Board and the aggrieved employee and his representative(s) shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
 - (b) The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any additional costs shall be paid by the party incurring same.

D. Miscellaneous

1. If a grievance affects a group or class of employees working in more than one building, the Association may initiate such grievance at Step Two of this procedure.
2. No meetings and hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated representative, heretofore referred to in this Article.

3. The form for filing grievances is attached as Appendix B.
4. 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.
5. Neither the Board nor the Association will take reprisals against any employee on the basis of the employee's participation or lack of participation in the grievance procedure.

ARTICLE VII

SENIORITY

- A. Seniority, which is defined as continuous employment with the Board from date of last hire, will be given due consideration by the Board in accordance with Civil Service Regulations.
- B. Applicants for lateral transfers within a job classification shall be transferred on the basis of seniority and qualification. The Board shall have thirty (30) calendar days within which to determine if the applicant selected is qualified to remain in the position to which he was transferred.
- C. The Board's selection or lack of selection of candidates for positions in a different job classification shall be final. The Board shall have thirty (30) calendar days to determine if the applicant selected is qualified to remain in the position to which the employee transferred. Evaluations by a qualified evaluator shall be completed during this thirty (30) day period. If it is decided that evaluations are not favorable for the classification the reasons shall be given to the employee not later than the end of the thirty (30) day period. If the employee is found to be unqualified for the new position, the employee shall revert back to his or her former position without loss of seniority or benefits and at his/her former rate of pay.
- D. The Board shall make available to the Association Business Representative copies of all job opportunity bulletins, Civil Service test notifications, and all other correspondence, notices or other material received from Civil Service concerning job openings or opportunities within five (5) work days of receipt.
- E. A seniority list of all employees by job classification shall be compiled annually. The list shall be available to the Association.

ARTICLE VIII

WORK WEEK, WORK HOURS, AND OVERTIME

A. Full-time Aides

1. The work year for aides shall consist of one hundred eighty-two (182) in-school work days.
2. The paid workday for full-time aides shall be six and one-half (6-1/2) hours (1183 annual hours) which does not include a thirty (30) minute duty-free unpaid lunch. In the high school, the duty-free unpaid lunch shall consist of two consecutive mods.
3. Aides who are required to perform chaperone duty at extra-curricular activities shall be paid at the same rate as teachers who perform chaperone duty. No compensation will be paid for chaperone duty for class trips or other than Board sponsored activities.
4. Aides who are regularly scheduled to work more than four (4) hours per day but less than six and one-half (6-1/2) hours shall have a thirty (30) minute duty-free lunch period.
5. Aides with substitute or standard teacher certification who are assigned to full day teaching assignments in lieu of hiring a full day substitute teacher shall receive a stipend of twenty dollars (\$20) per day of teaching.
6. If schools are closed early due to inclement weather aides will be permitted to leave when the teachers leave, secretaries will be permitted to leave when all the buses that serve the secretary's school have either returned to the bus garage or arrived at the next school for pick-up.
7. The normal work day for security aides is between four (4) and eight (8) hours.

B. Custodial, Maintenance, Grounds and HVAC Personnel

1. a. The normal work week shall consist of five (5) consecutive days, either Monday through Friday or Tuesday through Saturday or Wednesday through Sunday. The Wednesday through Sunday shift will only be at the High School/Performing Arts Center
- b. For other than voluntary transfer shifts from Monday-Friday to Tuesday-Saturday or Wednesday to Sunday or vice versa the three (3) most recently hired employees with a Black Seal license will be eligible for the Tuesday through Saturday work shift in the absence of qualified volunteers for this shift. Only employees hired on or after July 1,2002, or volunteers will be

assigned to the Wednesday through Sunday work schedule. The work year for full-time custodial and maintenance personnel shall be 2080 hours.

2. The normal workday shall consist of the following number of hours for employees hired on or after January 1, 1995 in the following classifications, exclusive of an unpaid lunch period:

Custodial Worker	from 3 to 8 hours
Groundskeeper	from 3 to 8 hours
Maintenance Repairer	from 3 to 8 hours
Custodial Worker-low pressure	from 3 to 8 hours
HVAC Mechanic	from 3 to 8 hours

The length of the work day for employees hired on or before December 31, 1994 will not be reduced involuntarily.

3. Custodians, maintenance and grounds employees will not be required to remain on the premises during their unpaid lunch period. The unpaid lunch period shall be thirty (30) minutes. One day-shift low pressure boiler operator per building will work eight hours per day including a one-half hour paid lunch and must remain in the building during this paid lunch period.
4. All work performed in excess of forty (40) hours in any work week shall be considered overtime and shall be paid at the rate of time and one-half either in cash or in compensatory time at the option of the Board Secretary. The desire of the employee shall be considered in determining whether the overtime payment is in cash or compensatory time. When payment in compensatory time is offered, the employee shall have the right to refuse the overtime. Employees who work on holidays shall be compensated at one and one-half (1-1/2) times the hourly rate.
5. Compensable time off shall be scheduled by the immediate supervisor so as not to interfere with the work load of the school district. However, the desire of the employee shall be taken into consideration in such scheduling.
6. Overtime shall be distributed as equally as possible subject to the needs of the district and all employees shall be expected to work a reasonable amount of overtime when requested by the Board or Administration.
7. The overtime provisions of this clause shall apply only to permanent full-time and permanent part-time employees.
8. Any and all district-wide claims based on prior working hours per day shall terminate on the signing of this contract.

9. Overtime work opportunities shall be offered to the employees in each building on the basis of a rotational roster. Initial placement on the rotational roster for each building shall be on the basis of district seniority. Overtime opportunities shall be offered to employees assigned to the building where the overtime will occur. Employees who are not assigned to a specific building will select a building for overtime purposes. If all employees on the rotation list decline to accept extended day and/or overtime opportunities, the Board shall assign employees to fill these vacancies in the order of their placement on the rotation list. A refusal will be counted as a turn on the list.
10. Custodians and boiler operators who are called in to make emergency repairs or to check on buildings at times that are not contiguous to the individual's regular shift will receive a minimum of two (2) hour's pay at one-and one-half (1-1/2) times the individual's hourly rate. Employees who are called back due to emergencies and who remain on the job for more than four (4) hours will receive a seven dollar (\$7.00) meal allowance for each four hours worked.

C. Performing Arts Center Custodians

1. Assignment to the Performing Arts Center (PAC) shall be voluntary. In the absence of qualified volunteers the Board may either assign custodians to the PAC or seek outside applicants. Effective July 1, 2002, the PAC shall be part of the high school and subject to the provisions of Sections B.2., B.3., B.4., and B.5. above.
2. Custodians assigned to the PAC shall be scheduled for two consecutive days off each week. In the event that an employee's schedule is modified so that the employee's days off a split, the employee shall be paid at the rate of one and one-half times his/her regular hourly rate for one day that week. The provisions of Section B.1. above do not apply to custodians assigned to the PAC.

D. Secretaries, Clerks and Library Aides

1. The normal workday shall consist of between five (5) and six and one-half (6-1/2) hours for each secretary. The work year for full-time secretarial personnel shall be 1690 work hours. Effective September 1, 2006, the normal work day may be increased to seven hours, with additional compensation for one half (1/2) hour, at the discretion of the Board, and the work year will increase to 1820 hours.
2. Each secretary shall have a one hour duty-free lunch period without pay. Effective September 1, 2006, if the work day is increased to seven (7) hours pursuant to Section D.1. above the one (1) hour duty free lunch shall be reduced to a one half (1/2) hour duty free lunch.

3. All work performed in excess of forty (40) hours in any work week shall be considered overtime and shall be paid at the rate of time and one-half either in cash or in compensatory time at the option of the Board Secretary. The desires of the secretary shall be considered in determining whether the overtime payment is in cash or compensatory time. When payment in compensatory time is offered, the secretary shall have the right to refuse the overtime. All overtime must be approved by the Board Secretary (or Superintendent in her absence) prior to being worked.
4. Compensable time off shall be scheduled by the immediate supervisor so not to interfere with the work load of the school district. However, the desires of the secretary shall be taken into consideration in such scheduling.
5. Overtime shall be distributed as equitably as possible, within an office or building, subject to the needs of the district and all secretaries shall be expected to work a reasonable amount of overtime when requested by the Board or Administration.
6. The overtime provisions of this clause shall apply only to permanent full-time employees.
7. All work performed on a Saturday, Sunday, or holiday shall be compensated at one-and one-half (1-1/2) times the hourly rate.

ARTICLE VIII-A

SUMMER HOURS

- A. Summer hours for employees in the custodial/maintenance/boiler operator classifications shall be either 7:00 a.m. to 3:30 p.m. or 7:30 a.m. to 4:00 p.m. Summer hours for secretarial/clerical employees shall be set by mutual agreement between the Association and the Board each year. The summer work schedules will be finalized not later than May 15th of each year. Lunch breaks during the summer shall be one-half (1/2) hour for custodial/maintenance/boiler operator employees and one (1) hour for secretarial/clerical employees.
- B. Notification of the commencement and termination dates for summer hours shall be given to the Association and to all affected employees by June 1st.

ARTICLE IX

WAGES AND COMPENSATION

A. The wage rates and/or increases for all employees listed in the Recognition Article are attached hereto and made a part hereof as Schedule A.

B. Secretarial/clerical personnel who were employed prior to January 1, 1995 and who are promoted to a higher job classification (example: senior clerk-typist to principal clerk) shall receive an annual wage increase of one thousand dollars (\$1,000) or a pro rata portion thereof at the rate of sixty cents (\$.60) per hour for the remainder of the school year (\$1000 divided by 1,690 work hours), for each promotional step.

Custodial Workers-Low Pressure who were employed prior to January 1, 1995, and who are promoted to Senior Custodian shall receive an annual wage increase on fifteen hundred dollars (\$1500) or a pro rata portion thereof at the rate of seventy-two cents (\$.72) per hour for the remainder of the year (\$1500 divided by 2080 hours).

C. Any employee who chaperones will be paid at the same hourly rate as teachers are paid for said chaperoning.

D. New Promotions

All promotions, other than those required to fill vacancies, will be effective on July 1 or January 1 of each year.

E. The rate of forty (\$.40) cents per hour increase for an Associates degree or a higher degree will apply to new and presently employed aides. Aides employed prior to July 1, 2005, who were receiving the degree differential will continue to receive the degree differential even if they do not possess an Associates Degree.

F. Employees who hold specialized licenses that are required by the Board, excluding Black Seal and CDL, will be paid three hundred dollars (\$300) per year plus the periodic renewal fee.

ARTICLE X

HOSPITALIZATION AND INSURANCE

A. Medical Insurance

The Board shall pay the full premium for each eligible employee and his or her dependents under the New Jersey Employees State Health Benefits Plan.

B. Dental Insurance

Each insurance eligible employee who elects to enroll in the dental insurance program shall be enrolled. The Board shall pay the premium for dental insurance coverage for each employee and his/her dependents.

C. Prescription Insurance

Each insurance eligible employee who elects to receive a prescription insurance card will be issued a prescription insurance card reflecting the employee's enrollment category (i.e., single, family, or two party).

1. When the District is providing medical insurance benefits through the State Health Benefits Plan as set forth in Section A. above, all employees who either remain enrolled or who elect to enroll in the Prescription Drug program shall contribute four hundred dollars (\$400) per year for employees enrolled with dependent prescription coverage or two hundred dollars (\$200) per year for employees enrolled in single prescription coverage.
2. Contributions hereunder will become effective as of July 1, 1996, and will continue in full force and effect until a successor agreement is in place.
3. The contributions referred to in Section C. 1. above shall be made by the Board under a salary reduction agreement under which participants elect to reduce their compensation and to have those amounts contributed as employer contributions on the employee's behalf
4. Employees may elect to withdraw from the Prescription Drug Program through the completion of a voluntary withdrawal form at any time. Upon withdrawal from the Prescription Drug Program, the employee shall not be required to make contributions through the salary reduction agreement. Withdrawals shall be for the full school year or as permitted by the plan contracted by the Board. Any re-enrollment or new enrollment after September 1, 1996, will have the conditions agreed upon in C. 1. of this memorandum pro rated.

5. The Board and the Association adopt the cafeteria plan in the form attached hereto as Exhibit A and agree to allocate the aforementioned four hundred dollars (\$400) for employees enrolled with dependent coverage and two hundred dollars (\$200) for employees enrolled with single coverage for funding the plan.
6. Upon the Board's withdrawal from the State Health Benefits Plan, or upon the State Health Plan legislatively requiring an employee premium contribution, Sections C. 1. through C. 5. shall be null and void and the Board shall pay the full premium for each employee and his/her dependents under the Prescription Drug Plan.
7. Effective September 30, 2005, the free standing prescription plan shall be terminated. During the month of September, 2005, employees who were enrolled in the prescription insurance program prior to July 1, 2005, will receive an advance on their 2005-06 salary increase in the amount of either one thousand dollars (\$1,000) or an amount equal to their 2005-06 salary increase, whichever is less. During the month of September, 2005, employees who were eligible for insurance benefits prior to July 1, 2005, but who were not enrolled in the prescription insurance program, will receive an advance on their 2005-06 salary increase in the amount of either six hundred dollars (\$600) or an amount equal to their 2005-06 salary increase, whichever is less. These advance payments will be either part of or all of the employee's 2005-06 salary increase.

D. Insurance Parity

Medical, dental and prescription insurance benefits for employees represented by the Support Staff Association shall be identical to the medical, dental and prescription insurance benefits of teachers.

E. Insurance Eligibility

Eligibility for Board-paid premiums for the insurance plans described in Sections A., B., and C. above shall be determined by the number of hours of regularly scheduled employment per week. Employees hired on or before June 30, 2002, who regularly work twenty (20) or more hours per week will be eligible for coverage. Aides hired on or before June 30, 2002, may have their work hours increased up to twenty-nine and one half (29.5) hours per week without becoming eligible for insurance benefits. Employees hired on or after July 1, 2002, who regularly work thirty (30) or more hours per week will be eligible for coverage.

ARTICLE XI

SICK LEAVE

A. Definitions

1. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon the member of the immediate family who is seriously ill. In the case of death in the immediate family, if sick leave has been totally utilized, the Superintendent of Schools may grant additional time for bereavement.
2. Such sick leave shall not include any extended period when the employee serves as nurse or housekeeper during this period of illness.
3. When used in this Article "full-time employee" shall mean an employee whose normal workday is six and one-quarter (6-1/4) hours or more in length. When reference is made to part-time employees in this Article, a "day" shall be the normal work day of this employee.
4. All Support Staff employees must fill out an absence card for each day absent and must indicate thereon if the absence is a sick day or a vacation day.

B. Amount of Sick Leave

1. The maximum sick leave with pay shall accrue to any full-time employee on the basis of one and one-quarter (1-1/4) working days per month during the remainder of the first calendar year of employment after initial appointment. Thereafter, twelve (12) month employees shall be entitled to fifteen (15) working days in every calendar year; ten (10) month employees, twelve and one-half (12-1/2) working days in every calendar year thereafter.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
3. Not later than September 15th of each year employees shall receive an accounting of their accumulated sick leave.

C. Reporting of Absence on Sick Leave

1. If an employee is to be absent for reasons that entitle him to sick leave, he shall notify the person so designated to accept the call. Such notification shall be as soon as practicable in order to provide a substitute, where required.
2. Designated persons to receive calls are:
 - a. Teacher Substitute Coordinator for Secretaries
 - b. Teacher Substitute Coordinator for Library Aides
 - c. Teacher Substitute Coordinator for Teacher Aides
 - d. Teacher Substitute Coordinator for Security Aides
 - e. Custodial Supervisor for all Custodial Staff

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Board may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.
3. In case of death in the immediate family, reasonable proof shall be required.
4. The Board may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Board by a physician designated by the Board. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Accumulated Sick Leave Days

1. Upon retirement from the School District in accordance with either TPAF or PERS retirement guidelines, any employee having worked at least seven (7) years in the district shall receive a payment for accumulated, unused sick leave in accordance with the following formula:

$$\text{Accumulated, unused sick leave days} \times \$35 = \text{Payment to Employee.}$$

Such payment shall not exceed two hundred and twenty five (225) days of accumulated sick leave.

ARTICLE XII

HOLIDAYS

- A. Twelve (12) month employees shall receive twelve (12) paid holidays per year. These holidays shall include:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Day Before Christmas -if schools are closed on this day
	Christmas

Secretaries only: Christmas Day through New Year's Day inclusive.

The remaining three (3) or four (4) holidays depending on whether or not the schools are closed on Christmas Eve will be scheduled by the Board at the time the school calendar is set. These dates will be subject to change in the event of emergency school closings with a minimum of two (2) weeks notice of the change to be given to the employees. The holiday schedule will be distributed to each employee during the month of July.

- B. When any holiday listed in Section A. above falls on a Saturday or Sunday, the holiday will be celebrated on the officially designated day. In the event there is no officially designated day, the holiday shall be celebrated on the preceding Friday or following Monday respectively. However, no holiday will be celebrated on a day during which school is in session.
- C. The N.J.E.A. Convention may be attended by secretaries without loss of pay. Proof of attendance at the NJEA Convention for each day that the employee is off from work must be submitted to the Business Office not later than the first Friday after the convention.
- D. The President of the Association may attend the N.J.E.A. Convention without loss of pay.
- E. Custodial and maintenance employees may either attend the NJEA Convention without loss of pay or come to work on Friday. If the employee attends the convention the employee must submit to the Business Office documentation that he/she attended the convention. Documentation must be submitted not later than the first Friday after the convention.
- F. Employees who are called to jury duty shall receive full pay for the time served minus jury duty pay.

- G. Bereavement leave of up to three (3) days per occurrence shall be granted for the death of a parent, child or spouse. The leave shall only be granted contiguous to the death unless exceptions are made prior to or at the time of death.

ARTICLE XIII

VACATIONS

- A. All employees will submit vacation leave applications not less than five (5) work days prior to the requested leave dates. Approval/denial notice will be returned to the employee within two (2) work days after the request is submitted.
- B. Twelve Month Employees
 - 1. Annual vacation leave with pay shall be earned at the rate of one (1) workday of vacation for each month of service for the remainder of the calendar year following the date of appointment; twelve (12) workdays per year thereafter up to and including the ninth (9th) year of service; fifteen (15) workdays thereafter up to and including the fifteenth (15th) year of service; twenty (20) workdays with sixteen (16) or more years of service.
 - 2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the school administration unless the administration determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only. The most senior employee shall be given preference in the selection of vacations subject to the approval of the immediate supervisor, provided there is no interference with the normal operations of the school district.
 - 3. No more than two (2) weeks vacation will be taken at any one time without the approval of the immediate supervisor. No more than one (1) week of vacation may be taken when the schools are in session without the approval of the immediate supervisor. The most senior employee shall be given preference in the selection of vacations subject to the approval of the immediate supervisor, provided there is no interference with the normal operations of the school district.
 - 4. At least twenty-one (21) days prior to the start of the Christmas and Easter school closing, the Superintendent will announce the number of custodians per building who will be granted vacation leave during the period the schools are closed. Vacation leave will be granted on a rotating district seniority basis during these two holiday periods.

C. Ten Month Custodians and Secretaries

1. Vacation leave with pay will be granted to employees under this Section in accordance with the provisions of Article XIII, Section A., which will be pro-rated as follows:

1 - 9 years of service - 10 days
10 -15 years of service - 12.5 days
16 + years of service -16.6 days

2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the school administration unless the administration determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only. The most senior employees shall be given preference in the selection of vacations subject to the approval of the immediate supervisor, provided there is no interference with the normal operations of the school district.

D. Vacation periods may precede or follow regularly-scheduled school holidays.

E. 180/182 Full-time Secretaries and Aides

1. Vacation leave with pay will be granted to employees under this Section in accordance with the provisions of Article XIII, Section A, which will be prorated as follows:

1 - 9 years of service - 9 days
10 - 15 years of service - 11. 5 days
16+ years of service - 15 days

2. Employees under this Section will take vacation days on days when school is in session.
3. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the school administration unless the administration determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only. The most senior employees shall be given preference in the selection of vacations subject to the approval of the immediate supervisor, provided there is no interference with the normal operations of the school district.

ARTICLE XIV

TEMPORARY OR SEASONAL EMPLOYEES

Temporary or seasonal employees compensated at an hourly wage rate shall be paid no more than the prorated rate of permanent full-time employees unless such temporary or seasonal employees possess in the opinion of management certain special skills.

ARTICLE XV

TRANSFERS AND REASSIGNMENTS

Employees being transferred shall receive written notice and shall have the right, upon written request, to meet with the immediate supervisor to discuss the transfer. Employees shall receive three (3) work days' notice of transfer except in an emergency.

ARTICLE XVI

POSTING

All vacancies in bargaining unit positions which the Board intends to fill shall be posted in the principal's office and on the Association bulletin board. The posting will be made at least ten (10) work days prior to the closing date for submitting applications or requests for transfer to the position. The posting will include a brief description of the job, the qualifications and the wage rate. This posting will be aside from the Civil Service examination notice.

1. Employees desiring to fill such vacancies shall notify the Superintendent or Board Secretary in writing.
2. The decision of the Board on qualifications shall be final.
3. Copies of Civil Service job application and advertisements shall be sent to the President of the Association.
4. Posting of positions shall be placed on Support Staff Association bulletin boards. Information during summer months shall be sent to the Association President. All information must be included; testing requirement, benefits, hours, etc.
5. The Board will fill the position if there are qualified applicants.

6. In the event that a position that was initially posted as a temporary vacancy becomes a permanent vacancy the position will be re-posted.
7. In the event that a position that was initially posted as a temporary vacancy is abolished, the employee who successfully bid on the temporary position will have the right to return to his/her former position in the district.

ARTICLE XVII

WORK RULES

- A. The Board may adopt and post or otherwise disseminate work rules and regulations, provided that the same are not contrary to this Agreement or the job description. A copy of any new or modified work rule or regulation shall be given to the union president.
- B. All employees shall attend workshops , seminars and training sessions as required by the Board with compensation.

ARTICLE XVIII

EVALUATIONS

- A. File - Personnel Records: An employee shall have the right, upon appointment, to review the contents of his personnel file and to receive a copy of any documents contained therein. The employee shall sign the file copy to indicate receipt.
- B. Derogatory Material: No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy. Terminated employees will receive a copy of the last evaluation and/or any derogatory material at their last known address.
- C. Employees shall receive written copies of all performance and/or conduct evaluations. The parties shall sign the completed file copy of the evaluation. Each employee shall receive a minimum of one (1) written performance evaluation per school year prior to June 1st.

- D. Each employee shall have the right to file a written rebuttal and to have a conference concerning his/her evaluation with his/her immediate supervisor. Each employee shall receive a copy of any document to be placed in his/her personnel file. The employee shall sign the file copy for the sole purpose of acknowledging receipt.

ARTICLE XIX

PROBATIONARY PERIOD

- A. Every person hired or appointed shall be deemed a temporary employee and on probation in the position in which he is hired or appointed for a period of ninety (90) days. Prior to his completion of the probationary period, the employee shall be evaluated by the Board to determine whether he shall be granted permanent status or dismissed.
- B. Employees must be informed when the ninety (90) day probation period is completed. They are to receive a copy of the Association's contract; whether a member or not. They are to be informed of their benefits and pension entitlements.
- C. Temporary and seasonal employees shall not be entitled to any fringe benefits.
- D. Employees terminated during their probationary period shall not be permitted to grieve the discharge beyond the Board level. This limitation on the right of appeal is not intended to extend beyond the limits of this Contract.
- E. Custodial, maintenance and grounds employees who are hired on or after July 1, 2002, shall obtain a Black Seal License within twelve (12) months of their date of hire or they may be subject to termination regardless of their ability to perform within their job classification. Employees assigned to the afternoon/evening shift will be given time off with pay to attend the Black Seal License training course one time.

ARTICLE XX

PRIOR SECRETARIAL EXPERIENCE

- A. Newly hired secretaries will not be placed on a step on the guide that is higher than the step of an incumbent employee with equal experience.

ARTICLE XXI

COURSE REIMBURSEMENT

- A. Employees will be reimbursed for tuition costs for college courses taken at a maximum rate not to exceed the rate charges per credit at state colleges. Reimbursement is limited to a maximum of nine (9) credits per year completed between July 1 and June 30.
- B. The course(s) must enhance the professional growth and development and be of value to the school system in her/his respective position.
- C. In order to receive reimbursement for a course, the course must have the Superintendent's approval prior to the start of the course. Reimbursement will be paid when the Superintendent receives certification of satisfactory completion of the course.

EDUCATIONAL IMPROVEMENT

- A. The Board will pay the registration fee, tuition, and text book costs for all courses which the Board requires an employee to take. The employee shall be given either compensatory time off or his/her regular hourly rate of pay for all required class hours under this section. This section shall not apply to courses required for the employee to meet qualification requirements for the job.
- B. The Board may pay tuition costs for courses that employees take voluntarily provided the immediate supervisor and the Superintendent determine that the course is of value to the district.

ARTICLE XXII

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIII

LIAISON COMMITTEE

- A. A maximum of five (5) Association Liaison Committee representatives shall have the right to meet with the Superintendent and administrator(s) selected by the Superintendent three (3) times per school year. The meetings will generally be held in October, January and May. Additional meetings may be scheduled by mutual agreement of the Committee and the Superintendent.
- B. The party requesting the meeting shall submit an agenda to the other party at least three (3) work days prior to the meeting. Liaison Committee meetings will not be used to discuss grievances or the administration of the Contract.
- C. It is clearly understood that the Association and Administration representatives are not to be construed in any way as a negotiating team and are without the power to modify this Agreement.

ARTICLE XXIV

SALARIES

- A. The salaries of all employees shall be increased by the following percentages, including increment, by job classification on July 1 of each year.
 - July 1, 2005 4.9%
 - July 1, 2006 4.9%
 - July 1, 2007 4.6%The salary increases are attached hereto as Appendix A.
- B. The salaries of employees hired on or after January 1, 1995, are shown on the enclosed chart entitled Wage Rates. Advancement to the next step on the salary guide shall occur on July 1st following nine months of employment..
- C. All longevity checks will be issued on or before November 15th of each school year.

ARTICLE XXV

UNIFORMS AND LICENSES

- A. The Board will provide uniforms for custodial workers, grounds personnel, maintenance repairmen, custodial fireman and security aides effective September 1, 1999.
- B. Uniforms must be worn while on duty in accordance with Board regulations.
- C.
 - 1. The Board reserves the right to require employees to enroll in a training course preparing for examination for required licenses.
 - 2. The Superintendent or his/her designee shall arrange the employee's work schedule so as to permit him/her to attend the license course.
 - 3. When the Board requires an employee to obtain a specific license the Board shall defray the expenses involving the initial course registration, examination fees and license. The Board shall also compensate the employee for mileage expenses at the prescribed rate.
 - 4. The Board shall annually defray the cost of the renewal of the license.
- D.
 - 1. A committee composed of two Board and two Support Staff appointees shall determine the quantity and style of the uniforms.
 - 2. A committee composed of two Board and two Support Staff appointees shall determine the hand tools that are required to be available in each school building to enable custodial workers, grounds personnel, and custodial fireman to make minor repairs. The hand tools will be purchased by the Board. The custodial firemen shall be responsible for the security of the hand tools.

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

The Board agrees to not privatize the services provided by employees in this bargaining unit from July 1, 2005, through June 30, 2008.

ARTICLE XXVII

REPRESENTATION FEE

A. A Representation Fee provision shall be added to the Agreement if Association membership drops below eighty percent (80%) of the employees who are eligible for membership pursuant to the Recognition Article. The Association shall notify the Board of the level of its membership each February. The notification shall include a roster of members provided by the NJEA. The Representation Fee provision shall become effective on July 1st following the February notification.

B. Purpose of Fee

If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

C. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

D. Notification

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about October 15 of each year the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.

E. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section E. above the full amount the yearly representation fee in equal installments beginning with the second paycheck in October.

F. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

ARTICLE XXVIII

TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of July 1, 2005 except as noted in individual articles, and shall remain in effect until June 30, 2008. This Agreement shall continue in full force for the stated year, unless either party gives notice, in writing by January 1st prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.
- B. IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Cape May Court House, Cape May County, New Jersey, on this _____ day of _____, 2005.

**MIDDLE TOWNSHIP SUPPORT
STAFF ASSOCIATION**

**MIDDLE TOWNSHIP
BOARD OF EDUCATION**

By: _____

By: _____

By: _____

By: _____

**MIDDLE TOWNSHIP SUPPORT STAFF
SCHEDULE A
WAGE RATES**

CUSTODIAL WORKER AND GROUNDS KEEPER

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	22,835	22,835	22,835
2	23,954	23,954	23,885
3	24,662	25,128	25,056
4	25,388	25,870	26,284
5	26,134	26,632	27,060
6		27,414	27,857
7			28,675

CUSTODIAL WORKER--LOW PRESSURE LICENSE

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	23,466	23,466	23,466
2	24,616	24,616	24,545
3	24,925	25,822	25,748
4	26,048	26,147	27,010
5	26,795	27,324	27,349
6		28,108	28,581
7			29,400

SENIOR CUSTODIANS

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	24,966	24,966	24,966
2	26,116	26,116	26,045
3	26,425	27,322	27,248
4	27,548	27,647	28,510
5	28,295	28,824	28,849
6		29,608	30,081
7			30,900

MAINTENANCE REPAIRER

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	26,613	26,613	26,613
2	27,917	27,917	27,837
3	28,743	29,285	29,201
4	29,588	30,151	30,632
5	30,461	31,038	31,538
6		31,953	32,466
7			33,423

MIDDLE TOWNSHIP SUPPORT STAFF
SCHEDULE A
WAGE RATES

SUPERVISING CLERK TYPIST

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	24,347	24,347	24,347
2	25,540	25,540	25,467
3	26,200	26,791	26,715
4	26,861	28,177	28,024
5	27,521	28,177	29,473
6		28,869	29,473
7			30,197

PRINCIPAL CLERK TYPIST

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	23,843	23,843	23,843
2	25,011	25,011	24,940
3	25,671	26,237	26,162
4	26,333	26,929	27,444
5	26,993	27,623	28,168
6		28,316	28,894
7			29,618

SENIOR CLERK TYPIST

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	23,088	23,088	23,088
2	24,219	24,219	24,150
3	24,879	25,406	25,333
4	25,540	26,098	26,575
5	26,200	26,791	27,299
6		27,484	28,024
7			28,748

DATA ENTRY MACHINE OPERATOR

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	22,458	22,458	22,458
2	23,558	23,558	23,491
3	24,219	24,713	24,642
4	24,879	25,406	25,850
5	25,540	26,098	26,575
6		26,791	27,299
7			28,024

MIDDLE TOWNSHIP SUPPORT STAFF

SCHEDULE A

WAGE RATES

CLERK TYPIST

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	18,019	18,019	18,019
2	18,902	18,902	18,848
3	19,463	19,828	19,771
4	19,992	20,417	20,740
5	20,519	20,971	21,356
6		21,525	21,936
7			22,515

CLERK, LIBRARY ASSISTANT AND CLERK/TELEPHONE OPERATOR

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	14,273	14,273	14,273
2	14,978	14,972	14,930
3	15,408	15,712	15,661
4	15,858	16,163	16,434
5	16,293	16,635	16,906
6		17,091	17,400
7			17,878

TEACHER AIDE

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	12,000	12,000	12,000
2	12,588	12,588	12,552
3	12,745	13,205	13,167
4	12,999	13,370	13,812
5	12,636	13,636	13,985
6	13,652	13,255	14,263
7	14,445	14,321	13,865
8		15,153	14,979
9			15,850

SENIOR LIBRARY ASSISTANT

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	15,532	15,532	15,532
2	16,293	16,293	16,246
3	16,769	17,091	17,043
4	17,245	17,591	17,878
5	17,746	18,089	18,400
6		18,615	18,922
7			

MIDDLE TOWNSHIP SUPPORT STAFF
SCHEDULE A
WAGE RATES

SCHOOL NURSES AIDE

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	21,300	21,300	21,300
2	22,344	22,344	22,280
3	22,816	23,439	23,372
4	23,288	23,934	24,517
5	23,739	24,429	25,035
6		24,902	25,553
7			26,048

TEACHER AIDE 19.5

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	7,488	7,488	7,488
2	7,855	7,855	7,832
3	7,954	8,240	8,216
4	8,153	8,343	8,619
5	8,270	8,552	8,727
6	8,518	8,676	8,946
7		8,935	9,075
8			9,346

TEACHER AIDE 29.5

<u>Step</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
1	11,328	11,328	11,328
2	11,883	11,883	11,849
3	12,032	12,465	12,430
4	12,334	12,622	13,039
5	12,482	12,939	13,202
6	12,722	13,094	13,534
7	12,962	13,346	13,696
8		13,598	13,960
9			14,223