

AGREEMENT

BETWEEN

THE MANCHESTER TOWNSHIP BOARD OF EDUCATION AND

PAYROLL SPECIALISTS

BUDGET/FINANCE SPECIALISTS

SECRETARY TO SUPERVISOR OF BUILDINGS AND GROUNDS

SECRETARY TO CHILD STUDY TEAM DIRECTOR

SECRETARY TO THE DIRECTOR OF CURRICULUM

***SECRETARY TO THE DIRECTOR OF
STUDENT AND ADMINISTRATIVE SERVICES***

COVERING THE PERIOD

JULY 1, 2010

THROUGH

JUNE 30, 2013

BOARD: _____

EMPLOYEE: _____

ARTICLE I

MEMBERSHIPS

The Board shall pay the annual membership dues for those Associations at the Local, County, State and National level, which are appropriate to the employee’s job classification. Nothing in this Article shall make the payment of dues mandatory; however, every consideration will be given to requests on an annual basis.

ARTICLE II

RECOGNITION

Negotiations shall be between the employee (Payroll Specialists, Budget/Finance Specialists, Secretary to Supervisor of Buildings and Grounds, Secretary to Director of Special Services, Secretary to the Director of Curriculum, Secretary to Director of Student and Administrative Services), and the Superintendent of Schools.

Parties shall agree on a mutually convenient date to commence negotiations, upon the request by either side, within fifteen (15) days of such request.

When agreement is reached, it shall be reduced to writing and submitted for Board ratification.

Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to the employee covered by this agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this agreement.

ARTICLE III

GRIEVANCE PROCEDURES

The grievance shall be a complaint arising out of interpretation and application or violation of policies, agreements or administrative decisions affecting the terms and conditions of employment of the employee covered by this agreement.

1. The grievant shall submit his/her grievance in writing on the Grievance Form to their immediate supervisor within fifteen (15) school days of the incident unless extenuating circumstances prohibit meeting this time stipulation.
2. The immediate supervisor will answer or settle the matter within five (5) school days of receipt of the grievance.

BOARD: _____

EMPLOYEE: _____

3. If the grievant is not satisfied after Step 1, the grievant may appeal to the Superintendent of Schools in writing within ten (10) school days after receipt of the immediate supervisor's answer.
4. The Superintendent of Schools will answer the grievant within ten (10) days after receipt of the grievance.
5. If the grievant is still not satisfied after Step 2, the grievant may appeal to the Board of Education in writing within (10) school days after receipt of the Superintendent's answer.
6. The Board of Education will schedule a meeting with the grievant within thirty (30) school days after receipt of the grievance and render a decision within fifteen (15) days after the hearing.
7. If the grievant is still not satisfied, she may take appropriate steps within the confines of law and ask for arbitration.
8. Nothing in the Article shall be construed to deny to the grievant the right of appeal to PERC, the Commissioner or the courts.

ARTICLE IV

AMENDMENT

All or part of this agreement may be amended by mutual consent. All amendments must be in writing and be signed by the Board President and one additional member of the Board, as well as the employee covered by this agreement. All amendments must be approved by the Board of Education at an official meeting of the Board.

ARTICLE V

HOLIDAYS

The employee covered under this agreement shall be granted paid holidays in accordance with the administrative unit holiday calendar as determined by the Superintendent of Schools and adopted by the Board of Education. The Superintendent of Schools and/or Business Administrator can require an employee covered under this agreement to be in attendance at work during one of the approved days if deemed necessary.

If there is a situation where administering a payroll occurs during an approved holiday and the payroll specialist is required to work, the payroll specialist will be entitled to utilize an alternate day holiday with the approval of the Business Administrator.

BOARD: _____

EMPLOYEE: _____

ARTICLE VI

WORK DAY

The work day shall consist of eight (8) hours which shall include a thirty (30) minute lunch during the regular school year. Confidential Secretaries with the approval of the Superintendent, may take a one-hour lunch, but shall have no fifteen (15) minute breaks during the work day in such case.

Summer work days shall be from 8:00 a.m. until 3:00 p.m., with the same provisions for lunch as stated above, starting after the second full day when school closes for students, until ten (10) working days before school opens for students.

Should the District be closed due to inclement weather, the employee covered by this agreement is required to report for work, unless such exception shall be made by their immediate supervisor on the advice of the Superintendent of Schools.

ARTICLE VII

LEAVES OF ABSENCE

1. Sick Leave: The Board will grant fourteen (14) sick days per year, of which 5 (five) can be used as family illness) and up to nineteen (19) days at the Board's discretion. The additional five days shall not be cumulative.
2. Death in the Immediate Family: The Board shall grant five (5) days leave, with pay, for death in the immediate family, unless the deaths occur simultaneously, in which case the same days shall apply for each death. Immediate family shall include; mother or father, husband or wife, son or daughter, son-in-law, daughter-in-law, brother, sister, guardian, father-in law or mother-in-law, grandchildren, step family member and domestic partner. The Board shall grant three (3) days leave for aunt, uncle, grandparents, grandparent-in-law, sister-in-law, brother-in-law, niece and nephew. The Board will allow for extenuating circumstances.
3. Personal Days: The employee covered by this agreement shall have four (4) personal days. Unused personal days will be converted to one sick day for each unused personal day. Converted days may not be included in those accumulated for reimbursement when retiring from the district.
4. Professional Days: The Superintendent may authorize absences of employee for professional purposes, not to exceed three (3) days in any school year. The employee

BOARD: _____

EMPLOYEE: _____

shall make application for the authorization of such absences at least ten (10) days in advance of their occurrence

ARTICLE VIII

TUITION REIMBURSEMENT

The Board of Education shall pay for any courses it requests the employee to take. Additionally, the Superintendent shall consider requests for tuition reimbursement on a case by case basis. The maximum amount for reimbursement shall be \$1,000.00 annually.

Should the employee covered by this agreement wish tuition reimbursement to be considered, the request must be made prior to the commencement of the courses. Failure to do so will result in tuition reimbursement being denied.

ARTICLE IX

INSURANCE

Medical:

The Board will pay full premium on the Family Plan for medical and surgical under carriers of their choice, except that such coverage shall be at least equal or the same as the PACE program.

Employees hired prior to July 1, 2010, who hold traditional health coverage, shall retain this product unless the employee changes to a new product. Those employees hired prior to July 1, 2010, who are enrolled under either PPO or HMO coverage, shall have the opportunity to change to the traditional plan through June 30, 2010.

Employees hired after July 1, 2010 shall have a choice of the benchmarked PPO and HMO products only (benchmarking July 1, 2010), and shall have all the conditions as listed in this section above.

9.1a The major medical deductible shall be \$200 single and \$400 family for Traditional Plan coverage and \$250 single and \$500 family for PPO Plan coverage.

9.1b The threshold cap on major-medical coverage will be \$4,000 single and \$8,000 family for Traditional Plan coverage and \$5,000 single and \$10,000 family under PPO Plan coverage.

9.1c The PPO office visit co-pay shall be increased from ten dollars (\$10) to fifteen dollars (\$15) for the duration of the contract.

BOARD: _____

EMPLOYEE: _____

9.1d Insurance Waiver Opt Out

Employees may choose to opt out of health benefits (All Coverage or Health and Prescription Only) receiving 25% of the total premium of coverage waived or \$5,000 whichever is less as cash waiver incentive, provided they submit proof of insurance through another carrier. Acceptable proof would be a letter from the employer or the insurance carrier verifying insurance coverage. An employee may opt out of all coverage, or elect to opt out of health and prescription only.

All incentive income received is taxable, but not pensionable. Two (2) equal installments shall be paid on December 15th and June 15th of the respective school years.

In the event an employee’s replacement insurance coverage is terminated as a result of any life-altering event such as termination of insurance, unemployment, reduction in the number of hours of employment, death, disability of a spouse, divorce, legal separation, activation to full time military status, etc., re-enrollment is permitted at the time of the incident, or during the open enrollment period. Coverage shall commence immediately upon enrollment. Re-entry into the Manchester Twp. School District plan will be limited to the benchmarked PPO or HMO plans effective July 1, 2010. During the May open enrollment period, any employee that had previously opted out shall have the opportunity to opt into the PPO or HMO plan without a physical.

Waiver forms must be completed, signed, and submitted by the employee with copies to the Board of Education. The Board of Education shall be held harmless.

The Board of Education will establish an IRS 125 plan.

Dental:

The Board will pay full premium on the Family Plan for dental care under a carrier of their choice. Such plan will be for 100% coverage of those employees eligible for same.

Optical:

A vision/eyeglass plan of the Board’s choosing shall be implemented; covering the same personnel and dependents as present medical coverage.

There shall be a deductible of \$10.00 for an exam and \$25.00 for glasses or lenses.

Prescription Plan:

For the duration of the contract, the Board will pay the full premium on the Family Plan for a co-pay of two (2) times retail (mail) - \$10(generic) - \$25(non-generic). If a generic prescription is not available, the non-generic prescription will be \$10. The plan will include insulin and contraceptives.

BOARD: _____

EMPLOYEE: _____

Example of mail order co-payment:

If the generic co-payment is \$10 at a retail pharmacy (One (1) month supply), the mail order co-payment would be two times the retail pharmacy rate or \$20 and would be for a three (3) month supply of that prescription.

Continuation of Insurance Protection:

All employees on leave without pay, or those who retire, shall have the option to remain in all the medical plans and shall reimburse the Board at the group rate, three (3) months in advance

Disability Insurance:

The Board will provide a group disability insurance policy for the said employees under this agreement issued by UNUM Insurance Company at no cost to the employee. The policy will have a benefit level equal to 60% of salary.

ARTICLE X

VACATIONS

Vacation eligibility shall be calculated by anniversary date of the employee. Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the Superintendent. Such approval shall not be arbitrarily withheld.

Employee shall be eligible for vacations on the following basis:

<i>Ten (10) days</i>	<i>after one (1) year</i>
<i>Fifteen (15) days</i>	<i>after four (4) years</i>
<i>Twenty (20) days</i>	<i>after eight (8) years</i>
<i>Twenty five (25) days</i>	<i>after twelve (12) years</i>

The employee covered by this agreement shall not have “banked” vacation days in excess of the number of eligible vacation days for that year. (Example: If you receive 25 vacation days, you may not have more than 25 vacation days “banked”, for a total of 50 days.) Banked vacation days in excess of the yearly allotment will be lost.

ARTICLE XI

TERMINATION OF CONTRACT

BOARD: _____

EMPLOYEE: _____

Sixty (60) days notice, in writing, must be given to the Board of Education on intention of terminating this contract.

ARTICLE XII

RETIREMENT

Upon retirement, the employee shall be compensated for accumulated sick leave at a rate of one-half pay for each full day, with a maximum dollar amount of \$20,000. In the event of the death of an employee prior to retirement, beneficiaries receive sick and vacation leave payment at the same rate as a retiree. If statutory language caps the amount allowable for accumulated sick leave compensation, and that amount is less than twenty thousand dollars (\$20,000), that amount shall replace the existing rate.

In the event of the death of an employee prior to retirement, the accumulated sick leave payment shall be paid to the employee's estate.

ARTICLE XIII

WITHHOLDING OF INCREMENTS AND RAISES

The Board of Education may withhold increments or other raises for inefficiency or other good cause as provided in the New Jersey Statutes 18A:29-14 and the decisions of the commissioner and other courts of the State of New Jersey interpreting said statute.

For: BOARD OF EDUCATION

Employee Date

Mary Walter Date
President

Witness Date

Craig A. Lorentzen, CPA Date
Board Secretary

BOARD: _____

EMPLOYEE: _____