

A G R E E M E N T

between

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION

and

**Local 59, Union of Needletrades,
Industrial and Textile Employees (UNITE)
(Clerical Employees/Assistants)**

July 1, 2002 through June 30, 2005

11/06/02

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PREAMBLE

This Agreement entered into this first day of July 2002, by and between the Board of Education of the MATAWAN/ABERDEEN REGIONAL SCHOOL DISTRICT, Monmouth County, New Jersey, hereinafter called the "Board", and Local 59, Union of Needletrades, Industrial and Textile Employees (UNITE), hereinafter called the "Union".

WITNESSETH:

Whereas, the Board has an obligation, pursuant to Chapter 123, Public Laws, 1974, to negotiate with the Union as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Union as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all clerical employees and assistants whether under contract, on leave, on an hourly or per diem basis, employed or to be employed by the Board, including:

secretaries, clerk typists, accounts payable/payroll managers, payroll clerks, office managers, information services specialists, non-instructional assistants, instructional assistants, assistants to Business Administrator, secretaries/bookkeepers, information services specialists/community relations, transportation assistants, clerical assistants and secretaries to Food Service Manager; but excluding:

confidential executive secretaries to the Assistant Superintendent, confidential executive secretaries to the Deputy Superintendent, Administrative Assistants to the Board Secretary, Administrative Assistants for personnel, labor relations and Administrative Assistants for payroll, benefits, and negotiations.

B. Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer specifically to those employees in the negotiating units. The term immediate superior shall refer to the principal or such person acting as the principal in the latter's absence, or the office administrator in central office.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement, provided the Union still represents a majority of the employees in the bargaining unit, in accordance with Chapter 123, Public Laws, 1974. These negotiations shall be in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin on a date in the year in which

the Agreement expires as mutually agreed upon by the parties. Any Agreement so negotiated shall apply to all employees in the bargaining unit, shall be reduced to writing and shall be signed by the Board and by the Union.

B. During the negotiations, the Board, through its negotiating committee, and the Union, through its negotiating committee, shall present relevant data and exchange points of view.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Either side may invite one or more consultants or spokespersons to attend and participate in any negotiating session.

D. The Board agrees not to negotiate concerning any employee in the negotiating unit as defined in Article I of this Agreement, in violation of Chapter 123 of the Public Laws of 1974 or any rules or regulations promulgated pursuant thereto.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

Grievance - A "grievance" shall mean a complaint based upon a wrong believed by an employee in the negotiating unit to have been suffered by him/her as a result of a violation, misinterpretation or inequitable application of any provision of this Agreement, or through an act or condition which is contrary to established Board policy or Board and/or administrative practice governing or affecting employees except that the term "grievance" shall not apply to:

- (1) Any rule or regulation of the State Department of Education having the force and effect of law.
- (2) Any rule or regulation of the State Commissioner of Education having the force and effect of law.
- (3) Any matter which, according to law, is beyond the scope of Board authority.

(4) Any matter which, according to law, is exclusively within the discretion of the Board.

Grievant - Grievant shall mean an employee believing himself/herself to have been or to be aggrieved.

Employee - An employee shall mean an employee within the negotiating unit.

Immediate Superior - The principal or such person acting as the principal in the latter's absence, or the office administrator in central office.

B. PRINCIPLES

1. A grievance to be considered under this procedure shall be presented only by the grievant or the Union not later than twenty (20) calendar days following its occurrence or the time when he/she should have known about it. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible. A grievance which occurs near the end of the school year shall be presented on or before June 30th of the school year in which it occurred.

2. A grievant may present and process his/her grievance only personally or through the Union. Should a grievant want to process his/her grievance personally, the Union shall be notified and shall have the right to have its own representative present. Grievant shall be represented only by a majority representative at any level of the grievance procedure.

3. No reprisals shall be taken by the Board or Administration against any employee because he/she utilizes the grievance procedure.

4. Should a grievance result from action taken by the Superintendent or the Board, a grievant or the Union may present his/her grievance initially at the third step of the grievance procedure.

5. Forms developed jointly by the Board and the Union will be used for the filing of grievances.

C. PROCEDURE

STEP ONE:

A grievant may initially discuss the matter identified as a grievance with the immediate superior in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, sub-section 1.

STEP TWO:

(a) A grievant or the Union shall file a grievance in writing by presenting the written grievance to the immediate superior and forwarding copies to the Superintendent and the Union.

(b) The grievant and/or the Union and the immediate superior shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which it is filed.

(c) The immediate superior shall communicate his/her decision in writing to the grievant not later than seven (7) calendar days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the Superintendent and the Union.

STEP THREE:

(a) If the grievance has not been resolved at Step Two of the Procedure, the grievant or the Union may request a hearing of his/her grievance by the Superintendent or his/her designated representative. This shall be done not later than seven (7) calendar days following the immediate superior's decision.

(b) The grievant and/or the Union and the Superintendent or his/her designated representative shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which the hearing was requested.

(c) The Superintendent or his/her designated representative shall communicate his/her decision in writing to the grievant not later than thirty (30) calendar

days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the Union.

STEP FOUR:

(a) In the event the grievant is dissatisfied with the determination of the Superintendent or his/her designated representative, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to binding arbitration. The grievant shall request in writing that the Union submit his/her grievance to arbitration. If the Union decides the grievance is meritorious, it may submit the grievance to arbitration. A request for arbitration and application to secure a list of arbitrators through the Public Employment Relations Commission shall be made in writing within eleven (11) school days following the determination of the Superintendent. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator. Failure to request arbitration and make said application to the Public Employment Relations Commission within the above period of time shall constitute an absolute bar to such arbitration unless the Superintendent and the Union shall mutually agree upon, in writing, a longer time period within which to assert such a demand.

(b) The Superintendent may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Union are also applicable to the Superintendent.

(c) The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this Agreement.

(d) The arbitrator so selected shall confer with the Superintendent and the Union and hold hearings promptly, and he/she shall issue his/her decision not later than twenty (20) calendar days from the close of hearings or if oral hearings have been waived, then from the date that the final statements and proof are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and

conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Superintendent and the Union and shall be final and binding on the parties.

(e) The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.

ARTICLE IV

EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Union and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws, 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to terms and conditions of employment by reason of membership in the Union and its affiliates, participation in any activities of the Union and its affiliates, participation in collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Whenever any employee is required to appear before the Superintendent or his/her designee, Board, or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining thereto, then he/she shall be given prior written

notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise and represent him/her during such meeting or interview.

D. No employee shall be prevented from wearing regular membership pins or other identification of membership in the Union or its affiliates.

E. No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure, provided however, that no disciplinary action for which a statutory form of relief is provided, including, but not limited to tenure charges, increment withholdings, and non-renewal of non-tenured employees, shall be subject to these provisions.

F. The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The business administrator shall be notified in advance of the time and place of all such meetings. If the room requested is occupied, other arrangements must be made. No approval shall be required.

G. The Union shall have the right to use school facilities.

H. The Union shall have, in each school building, the exclusive use of a bulletin board in each staff lounge and dining room. The Union shall also be assigned adequate space on the bulletin board in the Central Office for Union notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

I. The Union shall have the right to use inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the Administration.

J. An orientation program and/or written orientation packet shall be presented to all new employees. Local 59 shall have the right to speak to all new employees and, if there is an orientation program, to be present and speak.

ARTICLE V

SALARY AND HOURS OF WORK

A.1. The salaries of all employees covered by this Agreement are set forth in Schedule A. The Board of Education reserves the right to hire new employees within the first two steps of the salary guide.

2. Stipends for newly earned degrees or credits, pursuant to Schedule A, shall be effective on February 1 of each calendar year, where full documentation is submitted to the Administration by January 15th of the same year. This shall in no way affect the practice of granting degree credit for September 15th payroll which are fully documented by September 1 of each year.

3. Instructional assistants who have been certified in sign language to communicate with hearing impaired students shall receive an additional annual stipend of \$1,000 prorated on a ten-month basis.

B.1. The length of the workday for groups AA, BB and CC shall be seven (7) hours exclusive of a one hour duty free lunch. The length of the workday for group DD, EE, FF employees shall be six and one-half (6 1/2) hours exclusive of a forty (40) minute duty free lunch at Matawan Avenue, and the high school, and a forty-five (45) minute duty-free lunch at the elementary schools. Instructional assistant's work year shall be equivalent to the student year plus one day. The aforementioned day, prior or subsequent to student year, shall be determined at the sole discretion of the Board.

2. During the summer months (July and August), there shall be a staggered work schedule for Central Office employees. Specifically, Central Office employees shall work either 8:00 a.m. to 3:00 p.m. or 9:00 a.m. to 4:00 p.m. and shall have one hour for lunch during their shift.

C. Vacations - Twelve month employees shall be entitled to a vacation with pay earned in accordance with the schedule noted below and to be taken in the year subsequent to the year in which it is earned.

1-4 years equals two weeks paid vacation

5-10 years equals three weeks paid vacation

11 years and over equals four weeks paid vacation.

1. Vacation requests shall be made to and scheduled with the employee's immediate supervisor and shall be subject to the approval of the Superintendent. Said vacations shall preferably be taken during July or August of each year or, under special circumstances, may be taken at other times.

2. The Board agrees to provide advance notice of vacation scheduling. During years 1-4, vacation days for each year shall accrue to the employee at the rate of 10/12 of a day for each month of employment.

3. During years 5-10, vacation days for each year shall accrue to the employee at the rate of 15/12 of a day for each month of employment.

4. After completing ten (10) years, vacation days for each year shall accrue to the employee at the rate of 20/12 of a day for each month of employment.

5. If the employee should leave employment with the Matawan/Aberdeen Regional Board of Education, vacation days accrued at the time of leaving shall be calculated and he/she shall receive compensation for those vacation days.

6. In the event an employee is transferred from a ten-month to a twelve-month position, the employee shall be credited with all months worked when calculating entitlement of vacation as a twelve-month employee.

D. The work calendar for twelve-month employees shall be established by the Superintendent of Schools after consultation with the Union.

E. The work calendar for ten-month employees shall be established by the Superintendent of Schools after consultation with the Union. Any such ten-month

employee who engages in extra work during the summer months (i.e., July and/or August) shall receive a per diem rate of compensation based upon salary.

F. Compensatory time off shall be granted at the rate of an hour of compensatory time for one hour worked for those employees who remain after their normal hours to complete an assignment. Any employee with accumulated compensatory time who is unable to utilize such time before June 30th due to the press of school business may, with the permission of the immediate superior carry forward such compensatory time to the next school year only.

G. Employees who engage in extra work shall be compensated at their regular hourly rate of pay for each hour or part thereof up to the first forty (40) hours; over forty (40) hours of work in a week, they will be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay. Extra jobs shall be offered to regular employees within the administrator's building before being offered to temporary office help. Any work performed on Saturday, when authorized by the immediate superior and performed on school premises, shall be paid at the rate of one and one-half times their regular hourly rate of pay. Any work performed on Sunday or declared snow days, or school holiday when authorized by the immediate superior shall be paid at the rate of double time.

H. Employees shall be eligible for tuition reimbursement. Reimbursement shall be made upon the completion of all of the following conditions:

- (1) The specific course(s) requested shall be submitted to the Superintendent at least two weeks prior to the start of the course. The Superintendent's approval of the course must be obtained prior to starting the course.
- (2) Courses taken must lead to a definite educational objective related to the assigned position of the applicant, or the course must be directly related to the individual's professional needs as determined by his or her assigned position.

(3) All courses eligible for the tuition reimbursement must be successfully completed in accordance with the standards of the school or organization offering the course; however, the Board's obligation toward reimbursement shall be limited to those courses which require physical attendance in a class in order to obtain the educational credits.

(4) Each employee shall be entitled to a maximum of \$300.00 per school year for tuition reimbursement.

(5) To be eligible for tuition reimbursement the employee must file official evidence of successful completion of all reimbursable courses with the office of the Superintendent of Schools. Successful completion shall be:

(a) A letter grade of "B" or better where letter grades are given.

(b) "Pass" where "Pass-Fail" is given.

(c) An official document that the course was completed in those situations where grades are not given.

(6) In order to avoid duplication of benefits from public funds, those courses taken under the Veterans Benefit Act, National Science Foundation Grants, NDEA grants or other public scholarship and aids shall not be eligible for reimbursements.

(7) Employees whose employment relationship within the District terminates for any reason, except in the case of a reduction in force, prior to the payment of the appropriate funds, shall not receive reimbursement.

I. The mileage allowance paid to employees shall be in accordance with the rate as established by the Internal Revenue Service for the particular year in question, however, increase in mileage reimbursement shall be prospective only, and in compliance with prior Board practice.

J. Employees, upon their completion of ten years of service in the District, shall receive a longevity differential of \$300.00 per year. An additional \$200 for longevity shall be provided to those employees with 15 years of service in the District. An additional \$250 for longevity shall be provided to these employees with twenty (20) years of service in the District.

K. In the event that an employee substitutes for another employee in a higher salaried position, then the substitute shall receive the prorata higher salary for the time worked in the substituted position. This provision shall be limited to those cases where there is Board approval for the change and the substitute shall be assigned for a period of no less than one week.

L. Assistants who possess valid teaching certificates or county certifications shall receive substitute teacher rates of pay equivalent to their qualifications as established by Board policy for substitute teachers. This provision shall only apply when the applicable substitute rate is greater than the per diem rate for the assistants and only when the assistant is required to work for one full teaching period or more.

M. The high school library clerk position, when assigned to the responsibility for distribution and maintenance of the audio-visual equipment, shall be paid an annual stipend of \$750.

N. Lateral employee transfers shall remain on the same step on the salary guides appurtenant to this Agreement.

O. Special Projects – When a special project arises, the School District shall be permitted to utilize non-bargaining unit substitutes for such projects provided: 1) the Union President is notified of the project needs and 2) the substitute shall not work beyond thirty (30) calendar days on the project.

ARTICLE VI

VACANCIES AND NEW POSITIONS

A. Notice of all vacancies and new positions shall be posted in each office work area. Any applicant who at the time of the posting is an employee of the District, shall be interviewed and given a reply to his/her application for the position.

ARTICLE VII

EMPLOYMENT NOTIFICATION

All employees shall be notified of their contract and salary status for the ensuing year no later than May 30th.

ARTICLE VIII

INSURANCE PROTECTION

A. In order to be eligible for insurance coverage, an employee's regular work week must consist of thirty (30) or more hours. Those persons employed by the District prior to July 1, 2002, and receiving insurance coverage shall be grandfathered under this paragraph.

1. The Board of Education will continue to pay all premiums for full family coverage under the present plan which consists of New Jersey Blue Cross-Blue Shield-Select/Blue Card coverages. The Board shall establish of a Section 125 Cafeteria Plan, pursuant to the rules and regulations of the Internal Revenue Service. Employees who submit proof to the Board and UNITE of substitute coverage shall be permitted to waive medical insurance coverage in return for a \$2,000 payment for husband/wife coverage or \$2,500 for family coverage each year. Submission of proof and requests to waive coverage must be completed on or before May 1, in the school year prior to the waiver. Payments for waivers shall be made in two equal installments, in January and

June of the school year for which coverage was waived. Employees will have the right to opt in/out of the Section 125 Cafeteria Plan each year by following the established procedure.

2. The co-pay for Horizon Blue Cross-Blue Shield shall increase from either \$10 to \$20 or from \$5 to \$10.

B. The Board will provide to each employee for the duration of this Agreement the New Jersey Dental Service Plan (known as the Delta Incentive Plan) family coverage. The dental cap shall be fixed so as not to exceed at the rates in effect on June 30, 2005, which shall reflect the full school cost to the Board of the benefit for each employee. The maximum accumulated benefit shall be \$2,000 for Premier and at least \$2,000 for Preferred.

C. The Board will pay up to the sum of \$100.00 per employee per annum for direct optical reimbursement for employees and their dependents.

D. The Board will pay all premiums for full family coverage for a prescription card with required co-payments of \$4.00 for generic drugs and \$8.00 for brand-name drugs.

E. Employees whose regular job duties require working with video screens shall receive a \$100.00 allowance for annual eye examinations and preventative eye care.

F. Any employee on an authorized unpaid sick leave of absence shall continue to have his/her health benefits (state health benefits plan, dental and prescription/optical plans) premiums paid for by the Board of Education while on such an authorized sick leave.

G. The parties agree to permit the Board to change insurance coverage at the discretion of the Board, following notification to the Union, provided substantially equal or similar benefits are provided and that there is no increase in cost to the employees.

ARTICLE IX

LEAVE POLICIES

A. NON-PROMOTION IN SALARY BECAUSE OF ABSENCE

An employee shall not be eligible for promotion or increase in salary if he or she has been absent from school for seventy-five (75) days or more during the previous school year, whether approved or not.

B. APPROVED REASONS FOR ABSENCE

Employees shall attend their duties faithfully and shall not be absent therefrom except for personal illness or for other good and sufficient reasons authorized by these Board rules and regulations, or approved by the Superintendent of Schools or the Board of Education. Employees absent from duty shall forfeit full per diem salary during such absence except as hereinafter provided.

C. SICK LEAVE

1. Sick leave is hereby defined to mean the absence from his or her post of duty, of any person covered by N.J.S.A. 18A:30-2 because of personal disability due to illness or injury or because he or she has been excluded from school by the School District's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household. (N.J.S.A. 18A:30-1).

2. Employees absent from school because of personal illness shall suffer no deduction of pay for each of the first ten (10) days of absence in any school year for ten (10) month employees; eleven (11) days for eleven (11) month employees; and twelve (12) days for twelve (12) month employees. Newly hired employees shall accrue one (1) sick day for each month of employment when employment begins after the work year commences.

3. If any employee requires less than ten (10), eleven (11), or twelve (12) days of sick leave in any school year, the number of days not utilized that year shall be accumulated to be used for additional sick leave if needed in subsequent years.

4. Employees shall be given a written accounting of their accumulated sick leave days not later than September 15th of each school year.

D. ON THE JOB INJURY

1. Whenever any full time employee of the Matawan/Aberdeen Regional School District is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in the course of his/her employment, such employee shall receive his/her full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave.

2. Any amount of salary or wages paid or payable to the employee pursuant to this policy shall be reduced by the amount of any workers' compensation award made for temporary disability. Salary or wage payments provided under this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statute.

E. ABSENCE FOR DEATH IN FAMILY

In case of the death of a parent, brother, sister, husband, wife, child, step-child, father-in-law, mother-in-law, step-father, step-mother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or relative who is a member of the immediate household of an employee, the employee shall be excused, without loss of pay from the day of death, provided the absence does not exceed five (5) school days.

F. ABSENCE FOR DEATH OF RELATIVE

In case of the death of a relative not included in the above section, an employee shall be excused for the day of the funeral without loss of pay. The definition

of relative in this section shall include the following: grandfather, grandmother, uncle, aunt, nephew, niece, cousin. If any of the above happen to be members of the immediate household of the employee, the provision allowing five (5) days' absence applies.

G. ABSENCE BY REASON OF QUARANTINE OR COURT ORDER

An employee absent from school by reason of quarantine by the Board of Health shall not suffer deduction in pay for such absence. The Board shall pay employees when subpoenaed to appear at a legal proceeding, except where the employee is a person in interest, either directly or on behalf of another person or organization represented by the subpoenaed person, in an action against the Board.

H. ABSENCE FOR APPEARANCE BEFORE MILITARY OR SELECTIVE SERVICE OFFICIALS

No pay shall be deducted for absence for appearance before military or selective service officials concerning draft or enlistment. Such leave will be in addition to sick leave. One (1) day only is to be allowed.

I. ABSENCE IN CASE OF SERIOUS FAMILY ILLNESS

In case of absence because of illness of a parent, brother, sister, husband, wife, child, mother-in-law, father-in-law, or a relative who is a member of the immediate household of the employee, the employee may be excused without loss of pay, provided the absences do not exceed three (3) days in any year.

J. IN CASE OF JURY DUTY

Employees required to be absent for jury duty shall be paid at the regular rate less the fee paid by the County for such jury duty.

K. PERSONAL DAYS

Employees shall enjoy two (2) undesignated personal days per year. They shall suffer no loss of pay and no approval shall be required. These days shall be non-accumulative as personal days.

Employees shall give their immediate superior at least one (1) day's notice. The immediate superior, in his/her discretion, may waive the notice requirement in the event of an emergency.

Any unused undesignated personal days shall be added on to the individual's accumulated sick leave.

L. REPORT OF ABSENCE

1. An employee who is absent from duty because of personal illness, death in the family, quarantine, appearance before military or selective service officials, or compliance with the requirements of a court shall notify the immediate superior as early as possible, and notification shall be given in advance where possible. An employee who is absent from duty for any other reason shall first secure permission from the Superintendent through the immediate superior.

2. The employee shall, in reporting absence for personal illness, communicate to the immediate superior the probable duration of the illness.

3. An employee who has been absent for two (2) days or more shall, before the end of the school day prior to the return, notify the immediate superior of his/her expected return.

M. EXAMINATION

1. The school physician shall examine or arrange for the examination of all cases of absence of employees for personal illness when requested by the Superintendent or the Board.

2. If the absence of an employee exceeds ten (10) days in a calendar month, certification of such illness by the school physician may be required.

N. LEAVE OF ABSENCE FOR OTHER REASONS

Leave of absence with pay will be granted only for reasons specifically mentioned in these rules. A leave of absence with full loss of pay shall be granted for any other emergency or urgent reason upon written application to the immediate superior. For

the protection of the employee and for proper payroll accounting and audit, every absence must be accounted for in writing.

O. LEAVE FOR MILITARY OR NAVAL SERVICE

Leave of absence shall be granted for entry into military or naval service in accordance with N.J.S.A. 18A:6-33.

P. MATERNITY/PATERNITY LEAVE

1. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities as set forth in N.J.S.A. 18A:30-1 *et seq.* and the rules, regulations and policy statements and this Agreement.

2. It is recognized that an employee's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the employee which follows the disability phase during which time the employee voluntarily suspends her career to care for the newborn child. The child care leave shall also be available to an adoptive parent or the father of a newborn infant.

(a) **DISABILITY PHASE:** Any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of application, which shall be made upon sixty (60) days' notice to the Board, the employee shall specify in writing, the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any employee to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is

understood that the disability period as certified jointly by the employee's and the Board's physicians may be treated as compensable sick leave time at the option of the employee.

(b) CHILD CARE PHASE: Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, the tenured employee shall be granted, at his/her discretion, a leave for (1) the balance of the school year in which the birth or adoption occurred, or (2) the balance of the school year in which the birth occurred and the entire following school year. Any further extensions of child care leave shall be discretionary with the Board of Education.

The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

3. An employee returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured employee who would not otherwise have been granted tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

4. No tenured or non-tenured employee shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided herein. Nothing contained in this Article shall be construed to preclude the Board from requiring any employee after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties.

(c) Eligible employees may choose to apply for unpaid family leave as provided by the Family Leave Act, N.J.S.A. 34:11B-1, *et seq.*

ARTICLE X

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of employees, dues for Local 59, Union of Needletrades, Industrial and Textile Employees (UNITE), as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under the rules established by the State Department of Education. Said monies, together with records of any corrections shall be transmitted to the designated official of the Professional And Clerical Employees by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The designated official of UNITE, Local 59, shall disburse such monies to the appropriate affiliate(s) of the Union.

B. Employees shall have the right to have deductions made from their salaries upon written authorization for deposit in their account in the Monmouth-Ocean County Credit Union.

C. Payroll deductions for Tax Sheltered Annuity Programs shall be provided for those employees expressing an interest in participating in such a program. No more than one (1) change may be made in this selection per school year. This deduction is in addition to the deduction permissible for participation in the Supplemental Annuity Plan of the P.E.R.S.

ARTICLE XI

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes the entire understanding between the parties and the parties hereto agree that no oral promises not incorporated herein are to be binding upon the parties and, further, that this Agreement may only be modified, altered or supplemented by written Agreement between the parties.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all publicly available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of clerical employees and assistants tentative budgets when adopted, agendas and minutes of all Board meetings, school census data when available, and names and addresses of all bargaining unit employees. It is understood that this Paragraph does not require the Board or any of its representatives to deliver any document in the nature of a working paper.

E. Representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

F. The rights and privileges of the Union and its representatives, as set forth in this Agreement, shall be granted only to the Union for the life of the contract and for so long as it is the majority representative and to no other organization.

G. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after this Agreement is signed and presented to all employees now employed, hereafter employed, or considered for employment by the Board.

H. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter at the following addresses:

1. If by Union, to Board at Crest Way, Aberdeen, New Jersey 07747.

2. If by Board to Union, at 3100 Bergenline Avenue, Union City, New Jersey 07087.

I. Employees shall be permitted to submit claims to the Board of Education for damage to personal property as a result of actions taken by others on school grounds against the employee's property. The Board agrees to review the employee's claim for such losses; and subject to the employee's verification as to the cause of the damage, the Board shall determine the appropriate level of reimbursement, provided that the amount does not exceed the employee's insurance deductible.

ARTICLE XII

TERMINAL LEAVE

A. Terminal leave shall be granted to all employees in the bargaining unit retiring after ten (10) years of continuous service in the Matawan/Aberdeen Regional School District in an amount equivalent to one (1) month's salary providing that said employees meet the following conditions:

1. That they are members of a New Jersey State Plan that provides a pension based on their school district employment.

2. That they have applied for and received approval for retirement benefits from said plan.

B. The payment for unused sick leave earned in the District shall be granted to all employees retiring after ten (10) years of continuous service in the Matawan/Aberdeen Regional School District in the amount of (\$50.00) per day.

ARTICLE XIII

PROCEDURES FOR NOTICES IN PERSONNEL FILE

Copies of all items to be included in an employee's personnel file, shall be provided to the employee and shall be initialed and dated by the employee. The initials shall not necessarily constitute agreement with the contents of the document but shall merely indicate that the employee has seen it. The employee shall be permitted to enter an explanation or contradiction to the material contained in the file.

ARTICLE XIV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2002, and shall continue in effect until June 30, 2005.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective representatives, and their corporate seals to be placed hereon, all on the day and year first above written.

MATAWAN-ABERDEEN
REGIONAL
BOARD OF EDUCATION

ATTEST:

Board Secretary

By: _____
GERALD DONAGHUE,
President

LOCAL 59, UNION OF
NEEDLETRADES, INDUSTRIAL AND
TEXTILE EMPLOYEES (UNITE)

ATTEST:

By: _____
Anne Marino, President

UNITE
2002-2003 Salary Guides

<u>STEP</u>		AA	BB	CC	DD	EE	FF
8	1	26,700	19,900	16,200	14,300	13,950	12,550
8	1	26,700	19,900	16,200	14,300	13,950	12,550
8	1	26,700	19,900	16,200	14,300	13,950	12,550
9	2	27,750	20,950	17,250	15,100	14,750	13,350
10	3	28,900	22,100	18,400	16,100	15,750	14,350
11	4	30,300	23,500	19,800	17,100	16,750	15,350
12	5	31,650	24,850	21,150	18,200	17,850	16,450
13	6	33,050	26,250	22,550	19,700	19,350	17,950
14	7	34,800	28,000	24,300	21,350	21,000	19,600
15	8	36,700	29,900	26,200	23,100	22,750	21,350
16	9	38,600	31,800	28,100	24,750	24,400	23,000
17.5	10	40,650	33,850	30,150	26,350	26,000	24,600
18	11	42,700	35,900	32,200	27,850	27,500	26,100
18	12	44,800	38,350	34,300	29,250	28,900	27,500

Transportation Assistant -- \$13.37 per hour

Longevity

- 10 years -- \$300
- 15 years -- \$500
- 20 years -- \$750

UNITE
2003-2004 Salary Guides

<u>STEP</u>		AA	BB	CC	DD	EE	FF
10	3	28,400	21,500	17,800	15,600	15,250	13,800
10	3	28,400	21,500	17,800	15,600	15,250	13,800
10	3	28,400	21,500	17,800	15,600	15,250	13,800
10	3	28,400	21,500	17,800	15,600	15,250	13,800
11	4	29,650	22,750	19,050	16,700	16,350	14,900
12	5	31,025	24,125	20,425	17,800	17,450	16,000
13	6	32,400	25,500	21,800	18,900	18,550	17,100
14	7	33,800	26,900	23,200	20,500	20,150	18,700
15	8	35,700	28,800	25,100	22,200	21,850	20,400
16	9	37,600	30,700	27,000	23,950	23,600	22,150
17	10	39,500	32,600	28,900	25,700	25,350	23,900
18	11	41,550	34,650	30,950	27,300	26,950	25,500
18.5	12	43,600	36,700	33,000	28,900	28,550	27,100
19	13	45,800	39,215	35,200	30,400	30,050	28,600

Transportation Assistant -- \$13.91 per hour

Longevity

- 10 years -- \$300
- 15 years -- \$500
- 20 years -- \$750

UNITE
2004-2005 Salary Guides

<u>STEP</u>		AA	BB	CC	DD	EE	FF
11	4	29,605	22,410	18,550	16,265	15,900	14,385
11	4	29,605	22,410	18,550	16,265	15,900	14,385
11	4	29,605	22,410	18,550	16,265	15,900	14,385
11	4	29,605	22,410	18,550	16,265	15,900	14,385
12	5	30,910	23,715	19,855	17,410	17,045	15,530
13	6	32,345	25,150	21,290	18,555	18,190	16,675
14	7	33,780	26,585	22,725	19,705	19,340	17,825
15	8	35,235	28,040	24,180	21,370	21,005	19,490
16	9	37,215	30,020	26,160	23,145	22,780	21,265
17	10	39,200	32,005	28,145	24,970	24,605	23,090
18	11	41,185	33,990	30,130	26,795	26,430	24,915
19	12	43,315	36,120	32,260	28,460	28,095	26,580
19.5	13	45,455	38,260	34,400	30,130	29,765	28,250
20	14	47,750	40,875	36,695	31,695	31,330	29,815

Transportation Assistant -- \$14.50 per hour

Longevity

10 years -- \$300

15 years -- \$500

20 years -- \$750

MATRIX

