

CONTRACT BETWEEN

**THE COLTS NECK TOWNSHIP
BOARD OF EDUCATION**

AND

**THE COLTS NECK TOWNSHIP
SUPPORT STAFF MEMBERS ASSOCIATION**

JULY 1, 2009 THROUGH JUNE 30, 2011

COLTS NECK TOWNSHIP EDUCATION ASSOCIATION

SUPPORT STAFF CONTRACT

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PREAMBLE

THIS AGREEMENT entered into as of July 1, 2009, by and between the Board of Education of Colts Neck Township, New Jersey, hereinafter referred to as the "Board" and the Colts Neck Township Education Association, hereinafter referred to as the "Association".

ARTICLE I **RECOGNITION**

A. Bargaining Unit

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Education Association (hereinafter referred to as CNTEA) as the exclusive and sole representative for collective negotiations for terms and conditions of employment for all persons hereto agreed by the Board and the Association to be covered by this contract. Those covered by the contract are identified as both full time and part time employed:

1. Head Custodians, Custodians, and Maintenance/Electricians
2. Principals' Secretaries
3. Assistant Secretaries, Vice Principal Secretary, Guidance Secretary
4. Instructional Assistants
5. Lunch/Recess Aides
6. Computer Application Support Specialists
7. Transportation Aides

B. Definition of Member of Bargaining Unit

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

ARTICLE II **NEGOTIATION OF SUCCESSOR CONTRACT**

A. Deadline Date

The parties agree to enter into collective negotiation over a successor contract, in accordance with Title 34:13A-1 through 13A-13, in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment. Such negotiations shall begin with an organization meeting not later than December 15th of the calendar year preceding the calendar year in which this contract expires. The first actual bargaining session will be scheduled by the parties prior to the following January 30th.

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

B. Modification

This contract shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall mean a complaint by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees.
2. An "aggrieved party" is the person, persons, or the Association making the complaint.
3. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Procedure

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. A grievance to be considered under this procedure must be initiated by the aggrieved party within thirty (30) calendar days, excluding scheduled school breaks, of the knowledge of the occurrence. Failure to adhere to the thirty (30) calendar days time line, excluding scheduled school breaks, shall result in the grievance being waived. If a grievable situation occurs during the time school is not in session during the summer, the time period may commence if both parties are agreeable with the first day that school reconvenes in September.
3. After a grievance is presented in writing, nothing contained herein shall be construed as limiting the right of an aggrieved party to discuss the matter informally with any appropriate member of the administration.
4. An aggrieved party may be represented at all levels of the grievance procedure by himself, or at his/her option, the Association.
5. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level. Failure at any level of this procedure by the aggrieved party to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
6. It is understood that the aggrieved party shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
7. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and

every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.

8. In the event a grievance is filed at such time it can not be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party to the grievance, the time limits set forth herein may with mutual agreement of the parties be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

C. Implementation

1. A party with a grievance shall first discuss it with the Principal or immediate supervisor except when covered by paragraph C.3. below, either directly or through the Association, with the objective of resolving the matter informally.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, the employee shall set forth the grievance, in writing, to the Principal or immediate supervisor specifying:
 - a. the nature of the grievance
 - b. the nature and extent of the injury, loss, or inconvenience
 - c. the interpretation of previous discussions
 - d. the dissatisfactions with decisions previously rendered
 - e. the specific remedy sought

The formal grievance procedure shall begin with this notice.

The Principal shall communicate his/her decision to the aggrieved party in writing within ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, of receipt of the written grievance.

3. When the grievance is considered by the grievant to be unrelated to or beyond the purview of his/her Principal or immediate supervisor, the grievant may circumvent same but will forward a copy of the grievance to his/her immediate supervisor at the time of its initiation. The final determination to allow circumvention of the Principal or immediate supervisor will be at the sole discretion of the Superintendent or his/her designee.

The Superintendent's decision will be rendered in writing to the grievant and his/her Principal or immediate supervisor within ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, following his/her receipt of the written grievance.

4. The aggrieved party, no later than ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, after receipt of the Principal's or immediate supervisor's decision, may appeal the Principal's or immediate supervisor's decision to the Superintendent. The appeal to the Superintendent must be made in duplicate, reciting the matter submitted to the Principal or immediate supervisor as specified above and the employee's dissatisfaction with decisions previously rendered. The Superintendent will forward one (1) copy of

the appeal to the President of the Association. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days. The Superintendent shall communicate the decision in writing to the aggrieved party, the Principal or immediate supervisor, and the President of the Association.

5. If the grievance is not resolved to the aggrieved party's satisfaction, the employee may request, no later than ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach papers only related to the grievance and forward the request to the Board within ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, of its receipt from the aggrieved party. The Board shall review the grievance and, at the option of the Board or the aggrieved party, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the Association, the Association shall have the right to be present as observers. The President of the Board or his/her designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty (30) calendar days, excluding scheduled school breaks and/or scheduled vacation days, of receipt of the grievance by the Board.
6. If the aggrieved party is dissatisfied with the decision of the Board, the employee may request in writing within ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, that the Association submit the grievance to arbitration. If the Association wishes review by a third party, the Association shall notify the Board within ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, after receipt of the aggrieved party's request and may submit the grievance to arbitration within fifteen (15) calendar days, excluding scheduled school breaks and/or scheduled vacation days, after receipt of the aggrieved party's request.

The following grievances shall not be deemed arbitrable:

- a. any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education-;
- b. any matter which according to law is either beyond the scope of Board authority or limited to action by Board alone-;

D. Arbitration Procedure

The following procedure shall be used to secure the services of an arbitrator:

1. A request, by either party, to the grievance, may be made to the Public Employment Relations Commission (PERC) and the parties agree to be bound by the rules of the (PERC).
2. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. The arbitrator shall not have the right or authority to add to or subtract from the precise language of the agreement.

3. The arbitrator's decision shall be binding on the parties or advisory to the parties as specified.
 - a. Only grievances alleging that there has been a violation of the express written terms of this negotiated agreement shall be subject to binding arbitration.
 - b. Grievances concerning the interpretation, application or alleged violation of statutes, Board policies and administration decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment shall be subject only to advisory arbitration.

E. Costs

1. Each party to the grievance shall bear the total costs incurred by them.
2. The fees and expenses of the arbitrator are the only costs which shall be shared by the parties to the grievance and such costs shall be shared equally.
3. An employee who is required to attend an arbitration proceeding and, because of this attendance is unable to perform his/her duties, will be paid for his/her normal work day.
4. If time is lost by an employee who is not required by the arbitrator for the arbitration proceedings and necessitating the retention of a substitute, the Board shall pay only the cost of the substitute. The time lost by the member must be charged to available personal leave or Association business days.

ARTICLE IV
BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf and on behalf of the citizens of the Township of Colts Neck, hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey, and of the United States, including, but not limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties;
 2. To hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees with just cause;
 3. To maintain efficiency of the school district operations entrusted to them;
 4. To determine the methods, means and personnel by which such operations are to be conducted; and
 5. To take actions that are necessary to carry out the mission of the school district in situations of emergency.

- B. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof in conformance with the constitution and laws of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under Title 18A, School Laws of New Jersey, or any other laws or regulations as they pertain to education.
- D. Any dialogue between employer and employee is to be conducted in a professional manner.

ARTICLE V
EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Employee positions eligible for a scheduled duty-free lunch period or mealtime and/or a break shall be specifically identified in the Articles representing each employee position of this contract.
- B. The lengths of the work year and day are as stated in the Articles representing each employee position of this contract.
- C. Criticism of an employee by a supervisor, administrator, or Board member shall be made in confidence and not in public forum.
- D. Criticism by an employee of the administration or the Board shall be made in confidence and not in public forum.
- E. No employee shall be dismissed or reduced in compensation except under conditions provided or allowed by law.
- F. No employee shall be reprimanded or disciplined without just cause.
- G. An employment contract may be severed upon sixty (60) days notice, in writing by either the employee or the Board.
- H. In case a reduction in force is necessitated by lower enrollment or by other circumstances totally unrelated to individual employee job performance, prior employees will be notified if a similar position becomes available within the next twelve (12) months.

The employee shall notify the administration of his/her interest in the position within one (1) week from the date of notification.

- I. A notice of vacancy in all district positions shall be sent to each school for posting and the Board encourages in-district members to apply. Those employees who desire to apply for such vacancies must be properly certified and must submit in writing to the Superintendent a letter of interest, resume, and a copy of the appropriate New Jersey certificate or license within the time limits specified in the notice. When a vacancy described in the notice is filled, the Superintendent may destroy all information submitted for the said position in accordance with the appropriate statutes.

- J. Employees shall not be coerced into volunteering for extended year program/summer programs, and/or for extra curricular and group activities.
- K. Whenever any employee is required to appear before any administrator or supervisor, Board or any committee (or member thereof) concerning any matter which could be disciplinary in nature, said employee shall be given two (2) days prior written notice of meeting, the reasons for such meeting(s) or interview(s), and shall be entitled to have a representative(s) of the Association advise or represent him/her during such meeting(s) or interview(s). The notice shall include the reasons for such meeting. The two (2) day notice could be waived in the event of a student safety issue and time shall be given to secure an Association representative(s).
- L. Compensation for mileage shall be at the NJOMB rate. If the NJOMB rate is no longer required as a result of a PERC/Court decision or applicable legislation or regulation then the reimbursement will revert back to the contractual IRS rate unless there is a state mandated rate in which case the state mandated rate shall apply as long as it is in effect.
- M. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, assessments, or other such sessions which an employee is required or requested to take by the administration.
- N. If, for some reason an employee needs to leave earlier than the normal end of the work day, such a request shall be cleared through the Building Principal or immediate supervisor.
- O. Employees may be required to remain after the end of the regular workday for the purpose of attending meetings. Administration shall limit, except in cases of emergency, the number of meetings to no more than one (1) per month and shall not exceed more than sixty (60) minutes. Administration, in consultation with the staff, will designate the day of the week for the meeting. Meetings which take place after the regular in-school times and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, except in cases of emergency as determined by either Administration or the Superintendent. Hourly employees will be compensated at their hourly rate.
- P. Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the bargaining unit and its affiliates for the purpose of engaging in collective negotiations and other concerted legal activities for mutual aid and protection. The Board shall not discriminate against any employee by reason of his/her membership in the bargaining unit and its affiliates or his/her participation in any lawful activities of the bargaining unit and its affiliates.
- Q. The Board shall not discriminate with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin, other characteristics protected by law or Union activity. Nothing contained in this Agreement shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- R. 1. Employees shall receive a copy of any and all disciplinary material placed in their personnel file. Employees shall be entitled to attach a response to reprimands, complaints, or any other material to be placed in their personnel file. Employees must be informed when formal documentation is filed.

2. With a prior appointment, employees shall have the right to review the contents of their personnel file. Upon request, employees shall be entitled to a copy of any material contained in their personnel file.
- S. Employees shall recognize and honor the Board's obligation to protect confidentiality of student and employee information and shall not disclose such information to other persons except as necessary to the performance of their duties.

ARTICLE VI
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Use of School Facilities

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

B. Use of School Equipment

The Association shall have the privilege to use, in accordance with school policy, school facilities and equipment, including typewriters, copy machines, voice mail, e-mail, computers, school technology, bulletin boards in non-student areas, any other duplicating equipment, calculating machines, and all types of multi-media equipment at reasonable times outside of school hours, providing such equipment is not otherwise in use and providing the building principal regards the equipment as being in satisfactory condition for the extra use. The Association shall furnish materials and supplies incidental to such use, and pay reasonable costs for repair necessitated as a result of such use. This privilege is extended solely for the purpose of conducting Association business.

C. Mail Facilities and Mailboxes

The Association shall have the right to use interschool mail facilities and school mailboxes, e-mail, voice mail, and phones as it deems necessary and without the approval of building principals or other administrative approval.

D. Association Business Days

Up to an aggregate of four (4) Association business days shall be allowed for staff representatives of the Association to attend conferences and conventions of state and national affiliated organizations, or to conduct Association business. This released time will be granted, as required for the occasions stipulated, during the period of September 1st through June 30th for ten (10) month employees and July 1st through June 30th for twelve (12) month employees upon prior notification to the building Principal or applicable supervisor of the impending absence.

The person(s) utilizing the released time shall be chosen by the Association President or his/her designated representative. The Board or its representative shall not deny such leave when requested under this section.

ARTICLE VII
RENEWAL/NON-RENEWAL PROCEDURE

On or before May 31st of each year, the Board shall give to each employee excluding Instructional Assistants and Transportation Aides:

- A. A written offer of a contract for employment for the next succeeding year, providing at least the same terms and conditions of employment, but with such increase in salary and benefits as may be required by law, or
- B. A verbal notification by the Superintendent or Business Administrator ten (10) calendar days prior to the regularly scheduled Board meeting to consider contracts, that the Board does not intend to offer such employment, and requesting the employee to exercise one of the following options:
 - 1. To receive written notice from the Board that such employment shall not be offered, or
 - 2. To submit a letter of resignation.
 - 3. An employee who has been given notice of non-renewal of his/her contract may, if he/she so requests, be given reasons and an opportunity, if desired, to discuss the matter informally with the Board or a committee thereof.
- C. The contract notification date for Instructional Assistants and Transportation Aides shall be June 30th when the Board has sufficient information about the availability of the position by that date, or, if sufficient information about the position is not known by June 30th, then notification shall be as soon thereafter as is practical when the availability of the position is known.

ARTICE VIII
STAFF DEVELOPMENT

- A. Reimbursement is provided for ten (10) month and twelve (12) month employees who have worked for the district one (1) full year and work twenty (20) or more hours weekly.
- B. Reimbursement of expenses is provided to employees for course work, workshops and/or seminars, which are consistent with the employee's duties and responsibilities or within the educational goals of the district provided that the employee is in a "paid" status. Enrollment in courses, workshops and/or seminars must receive the approval of the employee's supervisor and the Superintendent prior to his/her attendance.
- C. There will be a district cap of \$10,000 for tuition reimbursement from July 1st through June 30th of each contract year.
- D. Employees who have completed one (1) calendar year of employment in the district may apply to the Superintendent for reimbursement of undergraduate or graduate tuition. All course work must receive approval prior to the employee's attendance.

The following procedures shall apply for tuition reimbursement for each contract year:

- 1. The employee shall not exceed the cost of eight (9) undergraduate or graduate credits per year defined as July 1-June 30 and beginning within that time period.

2. Payment shall be made to the employee after documentation of successful completion of the approved course work has been received.
 3. Disbursement of tuition reimbursement will be as follows:
 - a. Employees may submit requests for reimbursement throughout the year, July 1- June 30, which shall be kept on file in the Business Office and with the CNTEA designee. Course work must be taken within this time period. The last date for submission of reimbursement requests shall be June 30th.
 - b. Reimbursement will be at no more than the current Rutgers University rate, this is the maximum allowable tuition rate.
 - c. For reimbursement, employees shall submit a copy of his/her grade, course voucher, and proof of payment for each course upon its completion.
 - d. After June 30th, reimbursement per credit shall be distributed equally up to one hundred percent (100%) of cost per credit until no monies remain in the account. The total number of credits taken will be divided into the total money available. This amount, will be multiplied by the number of credits taken by each individual and employees will be reimbursed up to the maximum allowable total tuition rate. This procedure will be repeated to distribute equally any remaining funds for the credits taken whose cost exceeded the maximum allowable tuition rate.
 - e. Employees shall be compensated no later than September 1st.
 - f. The Business Office will forward to the CNTEA designee contact a copy of all member reimbursement applications as they are approved.
- E. The dismissal of an employee would automatically disqualify the employee from reimbursement for any course taken after the official termination of that employee. The resignation of an employee prior to the last day of that employee's current work year would automatically disqualify the employee from reimbursement for any course taken during that employee work year.

ARTICLE IX
TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year:
1. Personal
 - a. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the employee's immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to check the general reason for taking leave on the appropriate form.

At the end of each school year, any unused personal days shall be applied to sick leave days.

- b. New ten (10) month employees hired on or after September 1st will be allotted leave time for personal, legal business, household, or family matters on a prorated basis according to the following: 0.3 day per number of months between the date of employment and June 30th; 2.1 - 2.2 days = 2.0 days; 2.3 - 2.6 days = 2.5 days; 2.7 - 2.9 days = 3.0 days.
- c. New twelve (12) month employees hired on or after July 1st will be allotted leave time for personal, legal business, household, or family matters on a prorated basis according to the following: 0.25 day per number of months between the date of employment and June 30th; 2.25 days = 2.5 days; 2.75 days = 3.0 days.
- d. New employees will be given credit for a full month if they work any time before the 15th.

2. Legal

Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system, except an action by that employee against the Board, if the employee is required by law to attend.

3. Family Death

- a. Up to five (5) days total per occurrence in the event of death in the immediate family wherever domiciled, or any relative domiciled in the employee's residence. This leave is to be taken following the death of the immediate family member.
- b. The immediate family is defined as:
 - (1) Husband, wife, and children,
 - (2) Father and mother,
 - (3) Step children, step father and step mother,
 - (4) Sisters and brothers,
 - (5) Grandparents,
 - (6) Grandchildren, and
 - (7) Corresponding in-laws defined as:
 - i. Father-in-law and mother-in-law,
 - ii. Sister-in-law and brother-in-law,
 - iii. Son-in-law and daughter-in-law, and
 - iv. Grandparent-in-law.
- c. Up to three (3) days total annually in the event of death of family other than the immediate family as defined in paragraph 3.b. above.
- d. Additional circumstances and/or leave for death may be granted, with or without pay, upon approval of the Superintendent.

4. Serious Family Illness

- a. Up to five (5) days total annually in the event of serious illness in the immediate family (defined above) wherever domiciled, or any relative domiciled in the employee's residence.

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

- b. An explanation of the nature of the family member's illness shall be provided on the leave form such as Acute Medical Incident, Medical Consultation or Medical Treatment. This provision does not include routine medical, dental, chiropractic and/or vision appointments.
- c. Medical certification may be required and shall be granted for hospitalization, out patient services, and surgery.
- d. Additional circumstances and/or leave for serious illness may be granted, with or without pay, upon approval of the Superintendent.

5. Other Leaves

- a. Other leaves of absence, with or without pay, may be granted by the Board for good reason.
- b. Jury duty will be granted with pay less the jury duty stipend.

B. Accumulative Sick Leave

Leaves taken pursuant to paragraph A. above shall be in addition to negotiated accumulative sick leave to which each full-time employee is entitled. Part-time employees' sick leave shall be prorated.

C. Prorated Sick Leave

New employees hired will be allotted sick days on a prorated basis according to the following formula: one (1) sick day per number of months between the date of employment and June 30th. New employees will be given credit for a full month if they work any time before the 15th.

- D. When, in the judgment of the Board there is good cause to doubt the validity of a sick leave claim, the Board may require a physician's certificate to be filed, by the employee, with the Board Secretary to verify the sick leave claim before the leave is granted with pay.

- E. For purposes of this Article, and contract, a part-time employee's day shall be defined as the number of hours normally worked daily by that employee.

F. Professional Day/School Business Day

1. A professional day is to be defined as a day requested by the employee and approved by the immediate supervisor and Superintendent to attend a workshop,

conference, seminar, observation, etc., outside of the school district. It is non-chargeable to any other leave under this Article.

2. A school business day is to be defined as a day on which the administration requests an employee to attend any of the above activities outside of the district or participate in a district approved activity. It is non-chargeable to any other leave under this Article.
3. Attendance at meetings by employees within the district will be considered no different than a regular workday.
4. Employees presenting outside of the district who receive no compensation for the presentation will be granted a professional day for said presentation provided it occurs during the regularly scheduled work day and is approved by the Superintendent.

G. Support staff members who use three (3) or less sick days per annum will be given a \$100 stipend as a good attendance incentive.

H. Sick Leave Bank

The Board shall establish a Sick Leave Bank for all members of the Association Support Staff. This bank is established to provide compensable leave coverage to employees who are absent for an extended period due to catastrophic illness or injury. This bank shall operate in accordance with the following rules and regulations.

1. An employee with thirty (30) days accumulated sick leave may donate to the Sick Leave Bank. Sick days from the annual allotment of ten (10) days may not be donated. Written notice must be given to the employees desiring to donate a minimum of one (1) day from accumulated sick days or personal days during the enrollment period, prior to any employee's request to utilize the Sick Leave Bank. The annual enrollment period in which to donate sick days shall be from June 1st to June 30th. The contributed sick day(s) will be deducted from the employee's accumulated sick or personal leave on July 1st.
2. An employee's contributions shall be voluntary.
3. The Sick Leave Bank shall be available only to those employees who:
 - a. have exhausted all earned and accumulated sick leave; and
 - b. have a physician's certification of a serious illness; and
 - c. have been absent a minimum of thirty (30) consecutive workdays; any exceptions may be appealed to the Board.
4. Use of Sick Leave Bank days for intermittent leave, for serious illness, may be granted by the Board.
5. An employee who is eligible to utilize the Sick Leave Bank must submit a written request to the Superintendent or his/her designee. The request shall outline the nature of the problem and the reason(s) for the requested use of the bank. This request shall also include medical verification of illness, injury or disability.

Verification of continued disability will be required at quarterly intervals. The Board reserves the right to have the employee examined by medical personnel of its choice, at the Board's expense.

6. An employee's utilization of the Sick Leave Bank shall be subject to the approval of the Board.
7. An employee is limited to no more than one hundred and fifty (150) Sick Leave Bank days in a three (3) year period.
8. Utilization of the Sick Leave Bank in any subsequent school year shall be subject to the renewed approval of the Board. As of the commencement of a new school year, an employee must exhaust all new entitlements for that year, including sick days, personal days, and vacation days, prior to being eligible for use of the Sick Leave Bank.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence of up to two (2) years shall be granted to any member who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any of such or similar programs, or accepts a Fulbright scholarship.

The leave shall be available only upon Board approval after submission of appropriate documentation confirming the member's participation in an established and recognized program as described in this section.

- B. A member shall be granted a leave of absence without pay for up to one(1) year to teach in an accredited college or university.

The leave shall be available only upon Board approval after submission of appropriate documentation confirming the member's participation in an established and recognized program of the nature described in this section.

- C. Eligibility

1. To be eligible for contractual leave, an employee must have worked at least one (1) calendar year prior to the commencement of the extended leave.
2. To be eligible for salary increment, an employee must work at least six (6) months for a twelve (12) month position and five (5) months for a ten (10) month position in the school year in which the extended contractual leave commences or terminates.

- D. Notifications

1. The employee must provide their request in writing to the Superintendent for extended contractual leave no less than thirty (30) days prior to the commencement of leave, or as soon as the employee knows of it.
2. In order to receive an offer of re-employment, the employee must notify the Superintendent in writing of their intent to return to their position:

- a. For ten (10) month employees, prior to April 1st for the following September.
 - b. For twelve (12) month employees, prior to February 1st for the following July.
3. A request for extension in the leave must be made in writing to the Superintendent and shall be subject to Board approval.

E. Regulation of Leave

1. The Board reserves the right to regulate the commencement and termination date of an anticipated contractual or statutory leave in order to preserve the continuity of operations.
2. When the Board regulates such leave, the employee shall be considered to be on an unpaid involuntary leave and shall be entitled to all sick leave and insurance benefits during the period of contractual and/or statutory leave pursuant to the negotiated agreement and rules of the insurance carrier.

F. Election to Work

The employee may elect to continue to work:

1. Until the employee's physician and the Board physician agree that the employee is medically unable to continue working, or
2. provided there is a difference of medical opinion between the employee's physician and the Board's physician, then the two (2) physicians shall agree in good faith on a third (3rd) impartial physician who shall examine the employee and whose medical opinion shall be conclusive. The cost of the third (3rd) physician's examination shall be borne by the Board.

G. Leave Types

1. Contractual

a. Disability

Contractual leave may be granted for disability reasons following the exhaustion of the employee's available statutory leave at the sole discretion of the Board.

b. Child-Care

- (1) Available at the end of the disability period or
- (2) In the case of paternal child-care leave or the adoption of a child, upon the birth of a child or the date of custody of the child. If within two (2) weeks after commencement of said leave the adoption or birth is not successful, the leave shall be waived upon the request of the applicant.
- (3) Terminates at the end of the contract year in which the leave is granted. An extension beyond the end of the contract year of one

(1) additional year or other adjustment in the duration of the leave shall be at the sole and full discretion of the Board.

c. Voluntary Unpaid

An employee on a voluntary unpaid leave of absence shall not be eligible to receive health benefits except as provided by statute. Voluntary unpaid leave of absence does not apply to members utilizing FMLA and/or NJFLA.

d. Involuntary Unpaid

An employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, pursuant to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.

e. Care of Family Member

An unpaid contractual leave of absence of up to one (1) year shall be granted for the purpose of caring for a serious illness for a member of the employee's immediate family (husband, wife, children, father, mother, step-father, step-mother, step-children, sisters and brothers, grandparents, grandchildren, and corresponding in-laws (i.e., father-in-law and mother-in-law, sister-in-law and brother in law, son-in-law and daughter-in-law, and grandparent-in-law), wherever domiciled, or any familial member domiciled in the employee's residence. This leave may be renewed for one (1) additional year with Board approval.

2. Other

a. Educational (Sabbatical) – paid, partially paid or unpaid leave is subject to Superintendent and Board approval. These leaves generally shall be of such a nature that the granting of them will benefit the Colts Neck Township School District. Application for such leave shall be made to the Superintendent no later than thirty (30) calendar days prior to the commencement of the leave period.

b. Personal – extended personal leave shall be requested in writing to the Superintendent. The Superintendent may approve the leave and submit the leave request to the Board for their approval.

c. Jury Duty – will be granted with pay less the Jury Duty stipend.

3. FMLA

Administration of FMLA shall be in accordance with prevailing statutes.

4. NJFLA

Administration of NJFLA shall be in accordance with prevailing statutes.

H. Return to Work

1. All benefits to which an employee was entitled at the time the leave commenced including, but not limited to unused accumulated sick leave, shall be restored to the employee upon the employee's return.
2. The employee must notify the Superintendent in writing of their intent to return to work at least thirty (30) days prior to the termination of their leave.

ARTICLE XI
SALARY GUIDE PLACEMENT

A. A Support Staff Member employed after February 1st will remain on the same salary step and will not receive credit towards the next increment step for the following year.

B. On Guide

Movement through the salary guide is lateral for 2009-2010 and 2010-2011 contracts years.

C. Off Guide

Employees who are "off guide" as of June 30, 2009, shall remain "off guide" and receive a contractually determined annual increase.

ARTICLE XII
RETIREMENT BENEFIT

A. Following fifteen (15) years employment in the Colts Neck School District, the retiring employee shall receive a onetime payment of one thousand six hundred dollars (\$1,600). This benefit will be provided subject to the following conditions:

1. Written notice of intent to retire must be submitted to the Superintendent prior to February 1st of the year in which the retirement will occur. If the notification is not timely, the employee may make application by letter, consistent with this article, the following year only.
2. The person retiring will receive the benefit during July, subsequent to having submitted the notification described above.

B. Accumulated Sick Leave

Following fifteen (15) years of employment in the Colts Neck School District, the retiring employee shall be compensated for accumulated sick leave under the following conditions:

1. Written notice of intent to retire must be submitted to the Superintendent prior to February 1st of the year in which the retirement will occur. If the notification is not timely, the employee may make application by letter, consistent with this article, the following year only.

2. The person retiring will receive fifty five dollars (\$55) for each accumulated sick leave day over ten (10) days up to a maximum amount of three thousand nine hundred and sixty dollars (\$3,960).

ARTICLE XIII **INSURANCE**

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

Unmarried Employees: Coverage by Blue Cross/Blue Shield Insurance. Maternity benefits are included.

Married Employees: Coverage by Blue Cross/Blue Shield Insurance Plan for the employee, spouse, and unmarried children under twenty three (23) years of age who live with the employee in a regular parent-child relationship. Maternity benefits are included.

The Board shall have the flexibility to replace Blue Cross/Blue Shield and Delta Dental with other carriers that will provide equal or better benefits than the current employee's plan.

Employees are considered full time if they work a minimum of twenty eight (28) hours a week on a regular basis in order to receive health/dental insurance benefits.

- B. Mandatory Second Opinion Surgery and Preadmission Certification/Continued Stay Review

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

- C. New Employees

The Board shall provide to Support Staff members employed effective September 1, 1997 POS single medical coverage only. These employees have the right to purchase dependent coverage or alternate coverage at their own expense at the group rate. Upon completion of three (3) years of employment in the Colts Neck Township School District, the Board shall provide to said employee POS family coverage. Employees may opt for expanded available coverage at their own expense.

- D. Medical and Dental Benefits

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

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

New employees who opt not to receive medical and dental benefits will receive a prorated stipend based on the date s/he was hired to June 30th.

The stipend is subject to standard payroll taxes. Every effort shall be made to pay the stipend not later than June 30th of that school year.

- a. Employees who have waived coverage may re-enter by applying during the enrollment period each year.
- b. A hardship provision for re-entry is available which allows members and their families to re-enter the program on an immediate basis when there is a loss of coverage by a spouse resulting from:
 - (1) Termination of employment
 - (2) Legal separation (copy of decree required)
 - (3) Group contract/policy terminated
 - (4) Divorce (copy of decree required)
 - (5) Death (copy of certificate required)
 - (6) Military discharge (Form DD214 required)

2. First dollar benefits for all employees shall be deleted with the exception of:

- a. Mandatory second opinion
- b. Routine physical
- c. X-rays
- d. Lab work

These benefits shall be paid at one hundred percent (100%) of the reasonable and customary cost. All other benefits shall be covered by major medical.

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

E. Retirees

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

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

- G. The Board may offer a voluntary flexible spending insurance program. Start up costs and legal costs shall be borne by the Board. Annual fees shall be borne by members of CNTEA and individual participant fees shall be borne by the individual member.
- H. No employee working less than twenty eight (28) hours per week shall be entitled to any benefit of this Article.

ARTICLE XIV
DEDUCTIONS FROM SALARY

- A. 1. The Board agrees to make authorized salary deductions for the following organizations: deduct from the salaries of its members dues for the Colts Neck Township Education Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association or any one or any combination of such Associations as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Colts Neck Township Education Association by the 15th of each month following the monthly pay period on which deductions were made. The Colts Neck Township Education Association Treasurer shall disburse such monies to the appropriate association or associations. Member authorization shall be in writing in the form set forth below:

AUTHORIZATION

Name _____ S.S. # _____
 School Building _____ District _____

To: Disbursing Officer, Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all of its officers from any liability therefore.

I designate the Colts Neck Township Education Association to receive dues and distribute according to the organization(s) indicated:

Colts Neck Township Education Association	\$
Monmouth County Education Association	\$
New Jersey Education Association	\$
National Education Association	\$

- 2. The Colts Neck Township Education Association shall certify to the Board in writing the current rate of the above membership dues.

3. Additional authorizations for dues deduction may be received after August 1st under rules established by the State Department of Education.
- B. Other legal deductions from members' salaries for local, state and/or national association services and programs may be made, subject to Board approval. The Board shall promptly transmit the deducted monies to the designated association or associations.

C. Agency Shop

In accordance with Chapter 477 P.L. 1979, amendments to C.123, the Board hereby agrees to deduct a fee from bargaining unit members who are not members of the Colts Neck Township Education Association.

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 that membership year. The representation fee to be paid by non-members will be eighty five percent (85%) of that amount.

In accordance with the provisions of Chapter 477 and unless otherwise provided in this Agreement, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

- D. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

No legal rights or prerogatives may be denied or circumvented by the foregoing statement.

- E. The Board shall provide a payroll deduction for the purpose of IRA contributions. Members may elect to participate in a 403B and/or a 457 tax deferred savings plan.

ARTICLE XV
HEAD CUSTODIAN WORK DAY/YEAR
CUSTODIAN WORK DAY/YEAR
MAINTENANCE/ELECTRICIAN WORK DAY/YEAR

Unless otherwise indicated, the term “custodian” when used herein shall refer to Head Custodian, Custodian, and Maintenance/Electrician.

1.
 - a. Twelve (12) month position; eight (8) hours work a day, including a thirty (30) minute mealtime and one (1) fifteen (15) minute break. All overtime must be approved, by the Facilities Manager or Business Administrator, preferably prior to working.
 - b. Any custodian who leaves the building during mealtime must clock out upon leaving and clock in upon returning. Not more than one (1) custodian at a time per building may leave the premises during mealtime without approval from the Building Administrator or Facilities Manager.
 - c. With the exception of mealtime, a custodian shall not leave school property during working hours without prior approval by the Facilities Manager or Building Administrator.
 - d. The custodians work schedule may follow the day/night shift schedule with the exception of the Winter, Spring, and Summer break periods noted in the annual district school calendar.
2. Regular overtime is paid at time-and-a-half; Sunday overtime is at double time. Overtime is defined as that time worked in excess of forty (40) hours per week. Paid sick days are not counted for this purpose as time worked. Overtime on Saturday and Sunday shall consist of a minimum of three (3) hours of work. Any custodian asked to work Saturday or Sunday/Holiday, gets paid time-and-a-half on Saturday and double time on Sunday/Holiday. Employees shall use all time not required by the contracted organization to complete jobs assigned by the Building Administrator, the Facilities Manager and/or Head Custodians.
3. Custodians shall be assigned overtime on a rotating basis in their respective buildings. If the custodians refuse overtime in their respective buildings, such overtime will be assigned to another regular custodian or substitute custodian employed in the school district.
4. A schedule of thirteen (13) holidays shall be issued concurrent with the issuance of contracts per the school calendar and designated by the Business Administrator. Prior to the Business Administrator’s identification of the thirteen (13) holidays, a custodian and an association representative shall have the opportunity to meet with the Business Administrator to discuss the custodians’ holiday suggestions.
5. Each custodian shall be allowed twelve (12) sick days leave annually and unused days shall be accumulative.
6.
 - a. Custodians with up to three (3) years of service shall be entitled to ten (10) vacation days annually. From four (4) years and up to ten (10) years of service, custodians shall be entitled to fifteen (15) days vacation annually. After eleven

(11) or more years of service, custodians shall be entitled to twenty (20) days vacation annually. Vacation days are not cumulative and cannot be carried over from one year to the next.

- b. Earned vacation shall be available each July 1st based on years of service earned during the prior contract year.
 - c. For any new custodian hired prior to January 15th, vacation days shall be prorated for the first year of employment with the employee eligible to take vacation after July 1st of that calendar year. Prorating of vacation days shall only occur during the first year of employment.
 - d. Vacation time must be approved by the Facilities Manager and Business Administrator.
7. Attendance is required on days that schools are closed for weather reasons, and custodians will work a standard workday of eight (8) hours.
8. All custodians are required to have a Black Seal License. The Board shall pay the costs for the initial training and license of existing custodians who do not have the required Black Seal License, and for the renewal of all Black Seal Licenses. Reimbursement shall be payable twelve (12) months following successful completion of the initial training, initial acquisition of the Black Seal License, and/or renewal of the Black Seal License.
9. Calendar for vacations shall be arranged with the Facilities Manager to correspond to the school calendar. Custodians are encouraged to take a majority of their vacation time during the school year. No more than one (1) custodian in each building may be on vacation at the same time during the month of August.
10. Validated emergency service (reporting for work when called outside regularly scheduled hours, in emergencies) by custodians will be compensated as follows:
- a. For reporting to his/her immediately upon being notified of emergency, \$39.00 per occurrence.
 - b. For working a full hour or part of an hour over fifteen (15) minutes, workdays and Saturdays (12:01 A.M. through 11:59 P.M., time-and-a-half; on Sundays and holidays, double-time.)

The custodian's voucher will be validated by the Building Administrator and Facilities Manager.

11. The Board will designate a custodian in each school building as building Head Custodian. Compensation for this position will be one thousand eight hundred dollars (\$1,800) annually which shall be prorated if not assigned for a full year.
12. Custodians regularly working the night shift shall receive nine hundred dollars (\$900) per year above their guide level salary.
13. Each custodian shall receive an annual allotment of up to one hundred fifty dollars (\$150.00) for slip resistant, steel-toed and/or district approved shoes. A receipt

demonstrating proof of purchase shall be submitted to the Business Administrator for reimbursement.

14. Ninety (90) days notice will be provided to custodial staff prior to contracting with an outside service.
15. Annually, each Custodian will receive seasonal three (3) uniforms (i.e. three (3) pairs of pants, three (3) long-sleeved shirts, three (3) short-sleeved shirts, two (2) sweatshirts, rain gear, and one (1) winter coat biannually. These uniforms must be worn during his/her working hours in the district.
16. Custodian(s) may be offered additional duties consisting of, but not limited to, clerical, mechanical, and transportation in nature. Custodian(s) have full discretion to accept or reject said additional duties after scheduled daily hours are completed. Should a custodian choose to accept said additional duties, they shall be compensated in accordance with the minimum hourly wage of the respective position which would normally perform the responsibility.

HEAD CUSTODIAN CUSTODIAN SALARY GUIDE					
STEP	2008-09	STEP	2009-10	STEP	2010-11
1	24,826	1	26,541	1	27,717
2	25,326	2	26,976	2	28,147
3	26,398	3	27,411	3	28,577
4	26,849	4	27,846	4	29,007
5	26,986	5	28,006	5	29,177
6	27,574	6	28,656	6	29,827
7	28,255	7	29,306	7	30,477
8	29,503	8	30,556	8	31,727
9	30,805	9	31,856	9	33,027
10	32,165	10	33,156	10	34,327
11	33,451	11	34,456	11	35,627
12	34,791	12	35,756	12	36,927
13	36,181	13	37,006	13	38,177
14	37,538	14	38,506	14	39,677
15	39,058	15	40,056	15	41,227
16	40,578	16	42,656	16	42,827
17	49,402	17	50,356	17	51,252

**MAINTENANCE, ELECTRICIAN
SALARY GUIDE**

STEP	2008-09	STEP	2009-10	STEP	2010-11
1	24,826	1	27,241	1	28,417
2	25,326	2	27,676	2	28,847
3	26,398	3	28,111	3	29,277
4	26,849	4	28,546	4	29,707
5	26,986	5	28,706	5	29,877
6	27,574	6	29,356	6	30,527
7	28,255	7	30,006	7	31,177
8	29,503	8	31,256	8	32,427
9	30,805	9	32,556	9	33,727
10	32,165	10	33,856	10	35,027
11	33,451	11	35,156	11	36,327
12	34,791	12	36,456	12	37,627
13	36,181	13	37,706	13	38,877
14	37,538	14	39,206	14	40,377
15	39,058	15	40,756	15	41,927
16	40,578	16	42,356	16	43,527
17	49,402	17	51,056	17	51,952
Off Guide	60,955	Off Guide	60,955	Off Guide	60,955

ARTICLE XVI
PRINCIPALS SCHOOL SECRETARIES WORK DAY/YEAR

1. Annual term of employment ten (10) months, September 1st through June 30th, and twenty (20) days rendered July 1st through August 31st. During the period September 1st through June 30th, the secretary is employed on all days when school is open for administrative staff, including those preceding the opening of school in September and following the close of school in June. The twenty (20) days of employment over the summer must be coordinated and approved by the Building Principal and submitted to the Superintendent by June 30th. If a conflict arises among secretaries regarding vacation leave, the senior secretary (longevity) will receive preference.
2. From September 1st through June 30th, the work day shall be eight (8) hours daily which includes a thirty (30) minute mealtime and one (1) fifteen (15) minute break. The daily workday schedule shall be determined by the Building Principal and approved by the Superintendent.
3. Sick leave for term of employment is eleven (11) days accumulative.
4. On delayed opening days school secretaries shall report to work no less than thirty (30) minutes prior to the delayed opening schedule for students. On early closing days, school secretaries may leave as permitted by the Superintendent or building Administrator.
5. Secretaries may be offered additional duties after scheduled daily hours are completed, consisting of, but not limited to, transportation, mechanical and custodial in nature. Secretaries have full discretion to accept or reject said additional duties. Should a secretary choose to accept said additional duties, she shall be compensated in accordance with the minimum hourly wage of the respective position, which would normally perform the responsibility.

PRINCIPALS SCHOOL SECRETARY SALARY GUIDE			
STEP	2008-09	STEP	2009-10
1	26,473	27,758	28,806
2	26,723	28,008	29,056
3	26,984	28,258	29,306
4	27,259	28,508	29,556
5	27,586	28,758	29,806
6	28,185	29,008	30,056
7	28,819	30,208	31,256
8	30,020	31,458	32,496
9	31,272	32,253	33,271
10	32,573	33,533	34,521
11	33,945	34,891	35,839
12	35,378	36,341	37,239
13	36,873	37,775	38,673

ARTICLE XVII
ASSISTANT SCHOOL SECRETARY, VICE PRINCIPAL SECRETARY,
AND GUIDANCE SECRETARY WORK DAY/YEAR

1. Annual term of employment ten (10) months, September 1st through June 30th, and twenty (20) days rendered July 1st through August 31st. During the period September 1st through June 30th, the secretary is employed on all days when school is open for administrative staff, including those preceding the opening of school in September and following the close of school in June. The twenty (20) days of employment over the summer must be coordinated and approved by the Building Principal and submitted to the Superintendent by June 30th. If a conflict arises among secretaries regarding vacation leave, the senior secretary (longevity) will receive preference.
2. From September 1st through June 30th, the work day shall be eight (8) hours daily which includes a thirty (30) minute mealtime and one (1) fifteen (15) minute break. The daily workday schedule shall be determined by the Building Principal and approved by the Superintendent.
3. Sick leave for term of employment is eleven (11) days accumulative.
4. On delayed opening days school secretaries shall report to work no less than thirty (30) minutes prior to the delayed opening schedule for students.

On early closing days, school secretaries may leave as permitted by the Superintendent or building Administrator.

5. Secretaries may be offered additional duties after scheduled daily hours are completed, consisting of, but not limited to, transportation, mechanical and custodial in nature. Secretaries have full discretion to accept or reject said additional duties. Should a secretary choose to accept said additional duties, she shall be compensated in accordance with the minimum hourly wage of the respective position which would normally perform the responsibility.

ASSISTANT SCHOOL SECRETARY, VICE PRINCIPAL SECRETARY AND GUIDANCE SECRETARY SALARY GUIDE			
STEP	2008-09	STEP	2009-10
1	25,612	27,141	28,189
2	25,862	27,391	28,439
3	26,124	27,641	28,689
4	26,398	27,891	28,939
5	26,986	28,141	29,189
6	27,568	28,391	29,439
7	28,716	29,591	30,639
8	29,912	30,841	31,879
9	31,160	32,141	33,159
10	32,531	33,491	34,479
11	33,964	34,891	35,839
12	35,459	36,341	37,239
13	36,359	37,261	38,159

ARTICLE XVIII
INSTRUCTIONAL ASSISTANT WORK DAY/YEAR

1. The work year shall be:

No more than 184 days.
2. Hourly pay for Instructional Assistants includes thirty (30) minute mealtime for aides working four (4) or more hours per day.
3. Instructional Assistants may be offered additional duties after scheduled daily hours are completed consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature. Instructional Assistants have full discretion to accept or reject said additional duties. Should an Instructional Assistant choose to accept said additional duties, he/she shall be compensated in accordance with the minimum hourly wage of the respective position which would normally perform the responsibility.
4. Instructional Assistants will be required to attend three (3) staff development days, one of which will include the district orientation day, which they are to be compensated for their time at their hourly rate that is relevant to their assignment. Instructional Assistants may be included in discussions of implementation of special needs children's educational process, at the district's discretion.

INSTRUCTIONAL ASSISTANT SALARY GUIDE			
STEP	2008-09	STEP	2009-10
1	9.45	9.74	10.15
2	9.60	9.92	10.32
3	9.76	10.10	10.49
4	9.95	10.30	10.69
5	10.14	10.50	10.89
6	10.51	10.74	11.13
7	10.94	11.24	11.63
8	11.40	11.74	12.13
9	11.88	12.24	12.63
10	12.29	12.74	13.13
11	12.77	13.24	13.63
12	13.30	13.74	14.13
13	13.84	14.24	14.63
14	14.39	14.74	15.13
15	14.95	15.54	15.91
16	15.57	16.39	16.74
17	16.18	17.29	17.62
18	17.50	18.24	18.55
19	18.97	19.24	19.53
20	20.02	20.27	20.56

ARTICLE XIX
LUNCH/RECESS AIDE WORK DAY/YEAR

1. The work year shall be:
 No more than 173 days.
2. The workday shall be a minimum of two (2) hours and thirty (30) minutes.
3. The Building Principal shall assign lunch and/or recess duty, and related responsibilities.
4. Lunch/Recess Aides may be offered additional duties after scheduled daily hours are completed consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature after scheduled daily hours are completed. Lunch/Recess Aides have full discretion to accept or reject said additional duties. Should an aide choose to accept said additional duties, he/she shall be compensated in accordance with the minimum hourly wage of the respective position, which would normally perform the responsibility.

LUNCH/RECESS AIDE SALARY GUIDE			
Step	2008-09	2009-10	2010-11
1	9.45	9.74	10.15
2	9.60	9.92	10.32
3	9.76	10.10	10.49
4	9.95	10.30	10.69
5	10.14	10.50	10.89
6	10.51	10.74	11.13
7	10.94	11.24	11.63
8	11.40	11.74	12.13
9	11.88	12.24	12.63
10	12.29	12.74	13.13
11	12.77	13.24	13.63
12	13.30	13.74	14.13
13	13.84	14.24	14.63
14	14.39	14.74	15.13
15	14.95	15.54	15.91
16	15.57	16.39	16.74
17	16.18	17.29	17.62
18	17.50	18.24	18.55
19	18.97	19.24	19.53
20	20.02	20.27	20.56
Off Guide	28.73	28.98	29.27

ARTICLE XX
COMPUTER APPLICATION SUPPORT SPECIALIST WORK DAY/YEAR

1. The work year shall be:

No more than 184 days.
2. The workday shall be six (6) hours and thirty (30) minutes which includes a thirty (30) minute mealtime and one (1) fifteen (15) minute break. Summer hours will be compensated at the employee's current hourly rate.
3. Computer Application Support Specialists may be offered after scheduled daily hours are completed additional duties consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature. Computer Application Support Specialists have full discretion to accept or reject said additional duties. Should a specialist choose to accept said additional duties, he/she shall be compensated in accordance with the minimum hourly wage of the respective position, which would normally perform the responsibility.
4. Computer Application Support Specialists will be required to attend three (3) staff development days, one of which will include the district orientation day-
5. Computer Application Support Specialists may be required to attend a maximum of two (2) additional extended days for in-service training, which they are to be compensated at their hourly rate.

COMPUTER APPLICATION SUPPORT SPECIALIST SALARY GUIDE		
2008-09	2009-10	2010-11
\$14.85	\$15.30	\$15.75

ARTICLE XXI
TRANSPORTATION AIDE WORK DAY/YEAR

1. The work year shall be

No more than 183 days. The 182nd day is for attendance at the district's Orientation Day in September, and the 183rd day is for in-service and transportation issues.

Transportation Aides transporting out of district students must also work on days when those schools are open for students. However, if over 183 working days in the normal school year are involved, these transportation aides shall be compensated for any additional hours at their hourly rate.

2. Hourly pay for transportation aides includes a thirty (30) minute mealtime for aides working four (4) or more hours a day and a fifteen (15) minute break each day.
3. Transportation Aides may be offered after scheduled daily hours are completed additional duties consisting of, but not limited to, clerical, mechanical and custodial in nature after scheduled daily hours are completed. Transportation Aides have full discretion to accept or reject said additional duties. Should an aide choose to accept said additional duties, he/she shall be compensated in accordance with the minimum hourly wage of the respective position, which would normally perform the responsibility.
4. When additional time is required, beyond the contract hours he/she will be paid by voucher. After thirty (30) calendar days, his/her contract may be amended to reflect the additional time.
5. Members who work during summer recess will be allowed up to five (5) days off, without pay, if able to find approved coverage.

TRANSPORTATION AIDE SALARY GUIDE			
Step	2008-09	2009-10	2010-11
1	9.45	9.74	10.15
2	9.60	9.92	10.32
3	9.76	10.10	10.49
4	9.95	10.30	10.69
5	10.14	10.50	10.89
6	10.51	10.74	11.13
7	10.94	11.24	11.63
8	11.40	11.74	12.13
9	11.88	12.24	12.63
10	12.29	12.74	13.13
11	12.77	13.24	13.63
12	13.30	13.74	14.13
13	13.84	14.24	14.63
14	14.39	14.74	15.13
15	14.95	15.54	15.91
16	15.57	16.39	16.74
17	16.18	17.29	17.62
18	17.50	18.24	18.55
19	18.97	19.24	19.53
20	20.02	20.27	20.56

ARTICLE XXII
DURATION OF CONTRACT

This contract shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2011. The contract will remain in full force and effect for the full period of two years.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective representatives and attested by their seals.

CNTEA – SUPPORT STAFF MEMBERS ASSOCIATION

By: _____
Kathleen DeWitt, President

By: _____
Marianne Quigley, Vice President – Negotiations Chair

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By: _____
Andrea Giannopoulos, President

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