

AGREEMENT
BOARD OF EDUCATION
of the
TOMS RIVER SCHOOLS
and the
TOMS RIVER EDUCATIONAL
SUPPORT SERVICES SUPERVISORS
AND AFFILIATES ASSOCIATION
Unit C
2009-2012

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P R E A M B L E

This Agreement, effective the first day of July 2009, has been negotiated between the Board of Education of the Toms River Regional Schools, hereinafter referred to as “Board” and the Office and Professional Employees International Union, Local #32, AFL/CIO-CLC, representing the Toms River Educational Support Service Supervisors and Affiliates Association, hereinafter referred to as “Union.”

ARTICLE 1 – RECOGNITION

A. This organization, (Union) represents full time employees of the Board of Education of the Toms River Regional Schools in the following positions hereinafter identified as “Unit C” positions:

Administrative Assistant/Business
Office Manager
Administrative Secretary
Administrative Assistant
Payroll/Bookkeeper

As per the Camden Certification Agreement between the Board and the Union, this organization will comply with the requirements of the New Jersey Public Employment Relations Commission that it be and act as a separate organization from any other organization of employees of the Toms River School District and that this organization, rather than the majority representative of any other employee organization, will independently control the negotiations and the administration of any collective negotiations agreement covering employees in positions identified above.

The Board and the Union now therefore mutually agree:

The Board recognizes the Union as the exclusive Bargaining Agent for all employees covered by this Agreement for collective negotiations concerning salaries, hours and all other terms and conditions of employment.

B. The Board shall not enter into any agreement with members of the Union which in any way conflicts with the terms and conditions of this Agreement and shall recognize only officials of the Union as the official representatives.

C. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by consolidation, merger, transfer or assignment. The seniority rights of any employee covered by this Agreement shall not in any way, be affected by any of the aforementioned acts.

ARTICLE 2 – DURATION/TERMS OF AGREEMENT

A. It is agreed that this contract shall be in effect as of July 1, 2009 and shall remain in full effect until June 30, 2012.

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

C. Negotiations for a successor Agreement shall begin by November 15, 2011. At such time the Union shall furnish the Board with a proposed successor Agreement.

D. If the present Agreement expires before a new Agreement is reached, the terms of this Agreement shall remain in full force and effect until the employees are covered by a successor Agreement.

ARTICLE 3 – GRIEVANCE PROCEDURE

A. Definition:

A “grievance” shall mean a complaint by a member that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, of this Agreement, or of any administrative decision affecting members.

A grievance, to be considered under this procedure, must be initiated in writing by a member within thirty (30) calendar days from the time when the member knew or should have known of its occurrence.

B. Procedure:

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved member to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

It is understood that members shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. The Union may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Any member who has a grievance shall discuss it with the appropriate supervisor in charge of his/her department in an attempt to resolve the matter informally at that level.

4. If, as a result of the discussion with the appropriate Supervisor the matter is not resolved to the satisfaction of the employee within five (5) working days, he/she shall set forth his/her grievance in writing to the appropriate Supervisor specifying:

- a. The nature of the grievance
- b. The nature and extent of the injury, loss or inconvenience
- c. The results of previous discussion
- d. His/her dissatisfaction with decisions previously rendered

The appropriate Supervisor shall communicate his/her decision to the employee in writing within three (3) working days of receipt of the written grievance.

5. The employee not later than five (5) working days after receipt of the appropriate Supervisor's decision, may appeal the decision to the appropriate Assistant Superintendent.

The appeal to the appropriate Assistant Superintendent must be made in writing reciting the matter submitted to the appropriate Supervisor, as specified above, and his/her dissatisfaction with the decision previously rendered. A hearing shall be held at this level before the Assistant Superintendent as requested by the grievant. The Union shall be notified of such hearing and shall be permitted to have a representative present if the Union so desires. This hearing will occur before a decision at this level is rendered. The Assistant Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) working days. The Assistant Superintendent shall communicate his/her decision in writing to the employee and the appropriate Supervisor.

6. If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) working days after receipt of the Assistant Superintendent's decision, may request a review by the Superintendent of Schools. The request shall be submitted in writing to the Superintendent of Schools with all related papers.

The Superintendent shall render a decision in writing within thirty (30) calendar days of receipt of the grievance. If the grievance is not resolved to the employee's satisfaction, he/she, no later than ten (10) working days of receipt of the Superintendent's decision, may request in writing, through the Superintendent of Schools, review of the matter by the Board of Education.

The Board, or a Committee thereof, shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

If the decision of the Board does not resolve the grievance to the satisfaction of the Union, and the Union wishes review by a third party, the Union shall so notify the Board through the Superintendent within ten (10) working days of

receipt of the Board's decision, except in any case involving any of the following issues which may not be submitted to arbitration:

- a. A complaint of denial of tenure for a "C" group employee which arises by reason of his/her not being re-employed.
- b. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education such as, but not limited to, questions on tenure, increment denial, or suspension.
- c. A complaint by any employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
- d. Any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone, except as limited by Chapter 123, Public Law 1974, New Jersey Employer Relations Act.
- e. A complaint by an employee occasioned by the withholding of a salary increase or increment as a result of evaluative procedure.

7. The following procedure will be used to secure the services of an arbitrator:

- a. A request will be made by either the Union or the Board to the American Arbitration Association or to the Public Employment Relations Commission for a roster of persons qualified to function as arbitrators in the dispute in question. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association or the Public Employment Relations Commission to submit a second roster of names.
- b. The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education.

The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

- c. An aggrieved person may be represented at all stages of the grievance procedure by him/herself, or, at his/her option by a

representative selected or approved by the Union. All documents, communications and records shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

When an employee is not represented by the Union in the processing of a grievance, the Union shall, at the time of the submission of the grievance to the Assistant Superintendent or any later level, be notified that the grievance is in process and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. A copy of the Assistant Superintendent's written decision made in response to a written grievance shall be given to the Union.

The Board and the Union shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.

The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one half (1/2).

ARTICLE 4 – EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, public employees included in the negotiating unit have, and shall be protected in the exercises of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, or other laws of New Jersey, or the Constitutions of New Jersey and the United States.

B. No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative thereof, may be submitted to the grievance procedure herein set forth.

C. Whenever any employee is required to appear before the Board or Committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary of, or any increments pertaining to, then he/she shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a person of his/her own choosing to advise and represent him/her during such meeting.

D. There shall be no discrimination, interference or coercion by the Board, administration or any of its agents against the employees representing the Union

or other employees as defined by this Agreement, because of membership or activity in this Union. Neither the employer nor the Union shall discriminate against any employee because of race, creed, color, gender or national origin. This shall also apply to political affiliation.

ARTICLE 5 – UNION RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, 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 Law 1974, New Jersey Employer and Employee Relations Act, or other laws of New Jersey or the Constitution of New Jersey and the United States.

B. Whenever any representative of the Union or any member is mutually scheduled by the parties to participate during working hours in negotiations, or if required to so meet by decision of a mediator, fact-finder or arbitrator, he/she shall suffer no loss of pay.

C. Representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times provided that such shall not interfere with or interrupt normal school operations and that the administration has been duly notified and approval has been secured.

D. The Board agrees to make available to the Union the minutes of all public Board meetings and the names and addresses of all employee members.

E. The Union and its representatives shall be permitted to use school buildings in accordance with Board policy.

F. The Union shall be permitted to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board or from existing stock if such is available. In either event, a purchase order is required.

G. The Union shall be permitted to use the interschool mail facilities and school mailboxes.

H. Appointed Union delegates from Unit C shall be granted time off from their normally assigned duties to attend state meetings, annual conventions and seminars and shall suffer no loss of regular pay for attendance at said meetings. More than one delegate from each Unit being granted time off shall be at the discretion of the Superintendent, which shall not be unreasonably withheld.

I. Three (3) members of Unit C negotiating Committee shall be granted time off from their normally assigned duties and shall suffer no loss of pay for all meetings between the Board and the Union for the purpose of negotiating the terms of an Agreement when such meetings are held during normal working hours.

ARTICLE 6 – RIGHTS OF THE BOARD

A. Except as otherwise provided in this Agreement and under provision of Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, the Union recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the Toms River School District to the extent authorized by law.

B. Anything to the contrary notwithstanding, nothing contained in any section, paragraph, or subsection of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the Legislature, the Courts of Administrative Agencies, to be retained by the Board.

ARTICLE 7 – PROFESSIONAL GROWTH

A. Costs for participating in seminars, workshops, convocations, conferences and conventions, as may be incurred by members and with prior Board approval, shall be borne by the Board of Education.

B. It is agreed that reimbursement for travel by members covered by this Agreement required to use their private vehicle in the course of their duties or for the purpose of attending seminars, workshops, conferences or conventions shall be at the current I.R.S. rate.

C. Tolls and fees shall be fully reimbursed where incurred.

D. It is agreed that per diem expenses incurred as a result of conventions, workshops, seminars, etc. for professional reasons, undertaken with approval by the Board, shall be reimbursed up to a maximum of fifty (\$50.00) dollars per day with a detailed expense voucher to be submitted.

Per diem expenses shall be defined as those incurred for room and board and incidental expenses. Per diem shall not include expenses incurred for travel on a commercial carrier or by private car, registration fees or other expenses such as banquets, receptions, or sponsorships whose cost includes a provision for financing the total program.

E. The Board shall provide payment or reimbursement of credits, subject to the following regulations:

1. The member must have completed three (3) years of employment in the district.

2. Such courses must be taken in an approved college or a post secondary technical school. To be eligible for reimbursement, applications for approval must be submitted to the Superintendent prior to enrollment. Courses will be reviewed and reimbursement made upon approval of the courses by the Board in concert with the Superintendent.

3. Course work that is successfully completed (grade C or better) will be reimbursed by the school district up to a maximum reimbursement of no more than One Hundred Fifty Seven Dollars (\$157.00) per credit for the life of the contract.

No more than nine (9) credits will be financed at the above rate in any twelve month period which runs from September to September, for any one member.

4. Reimbursement will not be made until after completion of the course or courses, and after an official transcript has been forwarded to the Superintendent's office.

5. No reimbursement shall be made for credits for which a grant covering such cost is received by the member.

F. Group "C" members shall be provided opportunity to participate in the District's CEU and PDP/PSP programs with prior approval of the supervising Assistant Superintendent and in accordance with the following provisions:

1. Continuing Education Unit (CEU) Program

Continuing Education Unit Credits for Board of Education approved in-service workshops/programs shall be awarded in accordance with the following procedures/guidelines.

a. Ten (10) contact workshop hours will be required for each earned one (1) Continuing Education Unit Credit.

b. For every five (5) Continuing Education Unit Credits earned, two hundred and fifty (\$250.00) dollars will be paid to the staff member. This money will be added to the staff member's base salary.

CEU credit to be raised to 30 credits max of \$1,500.00. The maximum CEUs allowed per employee is one thousand five hundred (\$1,500.00) dollars or thirty (30) CEUs.

c. A committee consisting of three (3) members appointed by the TREA Association and three (3) members appointed by the Superintendent shall review the CEU Program and applications for CEU Credit, and, as such, will make appropriate recommendations to the Board of Education for its consideration through the Superintendent or his designee.

d. The Board of Education shall retain the right to accept or reject recommendations submitted by the committee.

e. In the event of discontinuance of the plan by the Board of Education, earned CEU Credits not converted to salary payment at the time shall be reimbursed on a pro-rated basis to individual employees affected. This pro-rated amount will be added to employee's salary as in the above. In the event of discontinuance, employees enrolled in courses shall continue until those courses are completed.

2. Professional Development (PDP/PSP) Programs

a. Upon receipt of certification from either the Professional Development Program (State level) or the Professional Standards Program (National level), Administrative Secretaries shall receive a stipend of one thousand three hundred ninety three dollars and twenty-three cents (\$1,393.23) which shall be added to the employee's base salary.

If enrolled in the Professional Development Program (State level) Administrative Secretaries, upon earning the first nine (9) credits, shall receive one third of the appropriate amount; on the earning of thirty (30) credits an additional stipend of one third of the appropriate amount; upon completion of sixty four (64) credits, the final stipend of the appropriate amount shall be paid.

If enrolled in the Professional Standard Program (National level), and upon completion of the Basic Certificate level, Administrative Secretaries shall receive one third of the appropriate amount; on completion of the Associate Professional Certificate level, an additional stipend of one

third of the appropriate amount; upon completion of the Associate Degree, the final stipend of the appropriate amount shall be paid.

In order to qualify for stipend, the employee must receive approval from the Board prior to enrollment in either program. Administrative Secretaries who have begun work in this program prior to the adoption of this contract, may apply for this approval retroactively.

- G. Should any unit employee hired prior to July 1, 1994, be actively pursuing a program of study under provisions of Article 7 initiated prior to July 1, 1994, the Board will consider an exception if such circumstance is brought to the Board's attention.

ARTICLE 8 – EVALUATIONS/PERSONNEL FILES

A. Evaluations

1. All employees covered by this Agreement shall be evaluated once a year. This evaluation shall be performed by the employee's immediate Supervisor.

2. Each employee shall receive a copy of his/her evaluation as prepared by his/her immediate Supervisor prior to a formal conference to discuss said evaluation.

B. Personnel Files

1. Any material which may be considered to be derogatory in nature shall be reproduced and a copy given to the employee involved. The employee shall have the right to examine said material and file a written rebuttal prior to the material being placed in the employee's file.

2. No person other than the employee's immediate Supervisor or the Superintendent of Schools or his/her designee shall have the right to review the personnel file of any employee covered by this Agreement.

ARTICLE 9 – SICK LEAVE

A. All Unit members shall be entitled to sick leave days at the accumulative rate of one (1) day per month of employment for each school year.

B. It is further agreed that such sick leave as may be unused shall be accumulative without limit from year to year.

- C. Employees with twenty (20) or more years in the Toms River School District at the time of retirement shall be entitled to payment of unused accumulated sick days and personal days to a maximum of one hundred (100) days. There shall be no cap on the amount entitled to the employee.
- D. Payment shall be calculated on a basis of per-diem rate determined by dividing the retiree's last year's salary by two hundred forty (240) if employed on a twelve (12) month basis, or by two hundred twenty (220) if employed on eleven (11) month basis, or by two hundred (200) if employed on ten (10) month basis.

Should an employee die while in active service as a Unit member, the Board will pay the employee's estate for any unused accumulated sick leave, as provided above, in addition to any insurance death benefits to which the employee's heirs may be entitled.

ARTICLE 10 – TEMPORARY LEAVE OF ABSENCE

A. Members shall be entitled to the following temporary leaves of absence with full pay each school year. Such days of temporary leave must be taken as either one-half (1/2) or one (1) full working day.

No personal leaves of absence shall be taken immediately prior to or immediately after holidays or vacations. Any exceptions must be requested in writing to the Superintendent or his designee and must have written approval.

- 1. Members are entitled to three (3) days personal leave annually subject to advance notice and approval secured from the Superintendent or designee. Personal leave means an activity that requires the member's presence during the working day and is of such a nature that it cannot be attended to at a time when schools are not in session. Unused personal days shall be transferred to accumulated sick leave time on July 1st each year of this Agreement and all succeeding Agreements.
- 2. Up to five (5) working days at any one time shall be granted to members in the event of death of a member's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or any person with whom the member has made his/her home, and any other member of the immediate household.
- 3. In the case of the death of a near relative, defined as first cousin, uncle, aunt, niece or nephew, there shall be no deduction

from personal leave entitlement of up to three (3) days, subject to advance notice to and approval of the Superintendent.

- 4. A member shall also be granted a reasonable amount of bereavement time with full pay for the purpose of travel in cases where the funeral is out of state. Such time off is subject to the approval of the Assistant Superintendent to whom the member is reportable.
- 5. Any other leave of absence granted by the Board may be without pay.
- 6. No leave of absence with pay shall be granted due to the requirements of a second job.
- 7. Professional leave for such purposes as attending meetings, seminars and visiting other schools may be granted.
- 8. If a member is subpoenaed by a court of law to appear on behalf of the Board, such member shall do so without loss of pay.

ARTICLE 11 – EXTENDED LEAVE OF ABSENCE

Leave of absence without pay may be granted by the Board in accordance with provisions of NJSA 18A:30 and Family Leave Act. Application for extended leave and any extensions or renewals shall be made in writing to the Board.

ARTICLE 12 – INSURANCE PROTECTION

A. All new employees certified and non-certified, effective July 1, 1994 will only receive single coverage with the option of purchasing other benefits offered to other employees of the Board of Education.

After three (3) consecutive years of service, or three (3) years consecutive service in a four (4) year period, these new employees shall receive all additional benefits.

B. As of the beginning of July, 2009 school year, the Board shall provide the health care insurance protection designated below:

- 1. Provision of the health care insurance program shall be detailed in master policies as agreed upon by the Board and the Association and shall include:
 - a. Eligibility – Effective Date

- b. Important Information About Your Medical Plan
 - c. Health Maintenance Organization
 - d. Hospital Benefits
 - e. Skilled Nursing Facility Benefits
 - f. Surgical Benefits
 - g. Anesthesia Benefits
 - h. Assistant Surgeon Benefits
 - i. Laboratory and X-Ray Benefits
 - j. Radiotherapy Benefits
 - k. Prescription Drug Benefits
 - l. Emergency Accident Benefits
 - m. Major Medical Benefits
 - n. Medical Conversion Privilege
 - o. General Limitations
 - p. Medicare Eligibles
 - q. Coordination of Benefits
 - r. Payment of Benefits
 - s. Termination of Insurance
 - t. Benefit Extension
 - u. Accident and Health Provisions
2. Prescription Plan - \$5.00 co-pay for generic drugs and \$10.00 for name brands.
3. Dental Plan – no deductible

4. Optical – Family plan, \$10.00 co-pay to cover the annual costs of eye examinations, lenses and frames.

The Toms River Board of Education and the Association agree that the Board has the latitude to investigate and implement alternative carriers for prescription drugs, dental and major medical carriers providing that all benefits and acceptability remain equal or better.

C. The Board and the Association shall provide to each association member a description of the healthcare insurance coverage provided under this Article no later than the beginning of the 2006 school year, which shall include a clear description of conditions and limits of coverage as listed above.

D. Any employee on an “off payroll” status will be billed for medical coverage on a per diem basis except in circumstances specifically mandated by the applicable Family Leave Act as requiring employer contribution.

ARTICLE 13 – VACATIONS/HOLIDAYS/SCHOOL CLOSING

A. The school year for employees covered by this Agreement shall begin on July 1st and end on June 30th following and shall include vacation days and such holidays throughout the year as determined by the Board to be applicable to this Unit on the basis of existing practice.

B. Members with less than one (1) year service shall be entitled to a pro-rated vacation schedule based on the number of months of employment, whether it be in fully appointed or acting capacity. The calculation of said vacation days will be based upon twelve (12) month service unit vacation formula and holiday schedule.

Unit “C” employees shall be entitled: Secretaries employed on a twelve (12) month basis shall have a work year from July 1 to June 30, less all holidays accruing to the professional staff. After one (1) year of service they shall be granted two (2) weeks vacation with pay. After six (6) years they shall be granted three (3) weeks vacation with pay.

In addition, they shall be granted four (4) weeks vacation with pay after fourteen (14) years of service in the district.

C. Employees shall schedule vacations with approval of the Superintendent or his designee.

D. Vacation entitlement must be used by June 30th of each year.

E. Schools closed due to inclement weather will not determine if employees of this Union are to work. If the Board Offices open, employees are

to report to work at straight pay. Employees may use portions of or full personal days, if they feel they cannot report to work due to road conditions.

ARTICLE 14 – SALARIES

Salaries for Unit employees for 2009-2012 shall be as set forth in the Appendix section of this Agreement.

ARTICLE 15 – REPRESENTATION FEE

A. All employees covered by this Agreement must, as a condition of employment, pay the regular union dues or the statutory authorized fee to the Union. The employer shall continue to collect the union dues as set by the Union Treasurer and forward said dues to the Union.

B. The Union hereby agrees to indemnify, defend and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

ARTICLE 16 – DUES CHECKOFF

The employer agrees to deduct, twice a month, dues in the amount certified to be current by the Treasurer of the local Union from the pay of those employees who individually request, in writing, that such deductions shall be remitted by the employer to the Treasurer of the Union.

ARTICLE 17 – LEGAL DEFENSE

Whenever an employee covered by this Agreement is a defendant in any legal proceedings arising out of performance of the employee's duties, the Board shall provide such employee with the necessary means for the defense of such action or proceeding and pay or satisfy any judgment entered against said employee.

The Board and the Union agree to be bound by the provisions of N.J.S.A.40A:14-28 which is hereby incorporated by reference.

ARTICLE 18 – LAYOFF/RECALL

A. The Board retains the right to reduce staff according to law. In the event of a reduction of staff due to economic reasons, the Board shall provide notification to those staff members whose employment is to be terminated. The Board shall simultaneously notify the Union President of such action.

B. In reducing staff in any bargaining unit job title, as set forth in the District Job Description Manual, the incumbent employee with the least seniority in such job title shall be the first dismissed.

C. An employee whose employment is terminated as a result of reduction in staff shall receive thirty (30) days advance notice of such action or shall receive pay in lieu thereof and shall be placed on a recall list for a period of one (1) calendar year.

D. Consideration shall be given to a dismissed employee's request for placement in an open and available position as alternative to dismissal. The parties agree that the Board reserves unilateral right to determine and evaluate appropriate qualifications for any such alternative placement.

E. The Board, upon re-hiring to the same job title, shall do so in the inverse order of job title seniority of those employees then currently on the recall list with seniority in the re-opened job title.

F. Employees so recalled and reinstated to their former job title shall receive the rate of pay for that job which is in effect at the time of reinstatement.

G. Any notice of re-employment to an employee on the recall list shall be made by certified mail to the last known address of such employee.

ARTICLE 19 – TRANSFERS

A Unit employee transferred at the Board's option to a non-unit position for reasons other than discipline or job performance shall, for a period of one year in the new assignment, receive compensation in an amount no less than that paid the transferee at the time of transfer.

ARTICLE 20 – SAVINGS CLAUSE

A. Should any provision of this Agreement, or the application of any provision, be rendered or declared invalid by any court action or enacted legislation, all remaining provisions shall remain in full force and effect.

In witness whereof, the parties set their hands and seals this 1st day of July, 2009.

FOR THE UNION "C" GROUP

Quianne McKelvey Lorne

Its President

Barbara K. Fitzmaurice

Its Vice President

FOR THE BOARD

Betty Vanil

Its President

Wendy L. Saxton

Its Secretary

**APPENDIX
TRESSSAA "C" SALARIES**

Unit employees must be on payroll by February 1 to be eligible for movement to new schedule on July 1. New employees on payroll after January 31 shall be eligible for ½ of annual increase due on the following July 1.

The following amount shall be added to the member's base salary on July 1 of the contract year:

Classification	2009-2010	2010-2011	2011-2012
S12	+\$2,400.00	+\$1,800.00	+\$1,800.00
B13	+\$2,600.00	+\$1,900.00	+\$1,900.00

Minimum starting levels shall be as follows:

S10	\$33,000.00	\$34,300.00	\$35,600.00
S11	\$35,000.00	\$36,400.00	\$37,800.00

The Board reserves the right to elevate existing members to a higher-level pay scale when the Board determines the responsibility of that level warrants an adjustment.

