

AGREEMENT

BETWEEN

**MANCHESTER TOWNSHIP
BOARD OF EDUCATION**

AND THE

**MANCHESTER TOWNSHIP SUPPORTIVE
EDUCATION ASSOCIATION**

COVERING THE PERIOD

JULY 1, 2007

THROUGH

JUNE 30, 2010

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Board:

Unit:

PREAMBLE

This Agreement entered into by the Board of Education of the Township of Manchester, located in Ocean County, NJ, hereinafter referred to as the “Board” or the “Employer”, and the Manchester Township Supportive Education Association, N.J.E.A., hereinafter referred to as the “Association”, has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of Pay, hours of work and other conditions of employment. The effective date of this contract shall be July 1, 2007.

ARTICLE I

RECOGNITION

- 1:1 The Board recognizes the Manchester Township Supportive Education Association, N.J.E.A., as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all personnel under contract listed in the classification herein, and for such additional classifications as the parties may agree to include.
- 1:2 The bargaining unit shall consist of the following titles:
- A. Custodians, Groundskeepers/Custodians
 - B. Bus Drivers
 - C. Mechanics
 - D. Transportation Aides
- 1:3 Excluded from the Bargaining unit are all those positions not listed in #2 above.

ARTICLE II

CHECK OFF AND AGENCY SHOP

- 2:1 If an employee covered by this contract does not become a member of the Association during any membership year (i.e., July 1 to the following June 30) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee’s per capita cost of services rendered by the Association as majority representative.

A. Notification

Board:

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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 equal to 85% of that amount.

B. Legal Maximum

If the law is changed in regards to the maximum amount to be charged non-members, above the 85% mark, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of change.

2:2 Twice during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership period. Such notification will be done in June and January. The Board will deduct from the salaries of such employees, the full amount of the representation fee and promptly transmit the amount so deducted to the Association.

A. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership period in question. The deductions will begin with the first paycheck paid: (1) ten (10) days after the receipt of the aforesaid list by the Board; or thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

B. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership period in question.

C. Mechanics

Board:

Unit:

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and 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. Changes

The Association will notify the Board, in writing, of any changes in the list provided for the above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

E. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. This list will include names, job titles and dates of employment for all such employees.

2:3 Board Liability

The Association shall indemnify and hold the employer 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 employer in conference with this provision.

ARTICLE III

EMPLOYEE BILL OF RIGHTS

To ensure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the Employees Bill of Rights:

3:1 An employee shall be entitled to Association representation at each and every step of the grievance procedure set forth in this Agreement.

3:2 An employee shall be entitled to Association representation at each stage of a disciplinary hearing.

3:3 No employee shall be required by the Employer and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Association representation.

Board:

Unit:

- 3:4 An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.
- 3:5 An employee shall perform all assignments, but reserves the right to grieve such assignment.

ARTICLE IV

MANAGEMENT RIGHTS

Except as abridged, limited or modified by the terms of this contract, the Employer may exercise all rights, powers and duties, authorities and responsibilities conferred upon and invested in it by the Laws and Constitution of the State of New Jersey and the United States of America. Except as abridged, limited or modified by the terms of this contract, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of employees are retained by the Employer.

ARTICLE V

HOURS OF WORK

- 5:1 The regular work day for all custodians, mechanics, maintenance employees and groundskeeper/custodians shall consist of eight (8) consecutive hours, exclusive of meal periods.
- 5:2 The regular work week for all custodians, mechanics and groundskeeper/custodians shall consist of five (5) consecutive workdays. The total work week shall be defined as Monday through Sunday as a seven (7) day period. The sixth and seventh consecutive days are to be considered as Saturday and Sunday; with regards to pay purposes (see Article VIII - Overtime).

No more than two (2) employees at the Middle School and two (2) employees at the High School may work a regular work week that starts on a day other than Monday. Volunteers for these positions shall be considered first. If no employees volunteer, the seniority list will be used for employee selection: that is, the last employee hired would be assigned to this position. Saturday and/or Sunday work hours will be the same as the day shift 7:00 a.m. - 3:30 p.m. For these individuals, the pay period shall consist of five (5) consecutive days which may include a Saturday or Sunday as part of their regularly scheduled five (5) day work week.

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If the incumbent in the above position leaves the district, or if the position otherwise becomes vacant, the above procedure shall be used to fill the vacancy.

5:3 The regular work day, regular hours of work and regular work shift shall not be changed unless the employee is given five (5) days notice.

5:4 There shall be a shift differential of 10% of base salary for those employees required to work any shift other than the regular day shift. (Second shift is 3 to 11:30 p.m.) Any custodial employee working other than the day shift hours is to be compensated the differential as stated above for hours worked beyond the regular day shift.

The shift differential cannot be claimed by employees working any shift beginning prior to 3 p.m. which extends beyond 3 p.m., except for employees on regularly scheduled overlapping time shifts, in which case the time worked after 3 p.m. shall include the shift differential.

5:5 Employees shall be entitled to a fifteen (15) minute rest period during every four (4) hour work period. The rest period shall be considered as time worked.

5:6 A regular workday for all bus drivers shall consist of no more than eight (8) working hours within an overall ten (10) hour period, as long as the schools are on regular session. If schools go off regular session, this clause to be renegotiated.

5:7 Any bus driver layover, at the same location, of more than fifteen (15) minutes and less than one hour, will be counted as one hour worked.

ARTICLE VI

SENIORITY

6:1 Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire as a contracted employee.

6:2 An employee having broken service with Employer shall not accrue seniority credits for the time he was not employed by the Employer.

6:3 In cases of a tie in seniority between two (2) or more employees, with regard to a layoff or recall, a lottery shall be conducted by the Superintendent of Schools to determine the order of layoff or recall. An Association representative may be present to witness said lottery.

6:4 The Employer shall maintain an accurate up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this agreement and the Employer shall furnish copies of same to the Association upon

Board:

Unit:

reasonable request.

- 6:5 In all cases of demotions, layoffs, recalls, vacation schedules or other situations where employee advantages or disadvantages are concerned, the employees with the greatest amount of seniority shall be given preference.
- 6:6 In the event layoffs are required, employees shall be laid off in inverse order of seniority in classification. Employees to be laid off shall be given (15) working days notice of such layoff, in advance, in writing. A copy of such notice shall be forwarded to the Association.
- 6:7 Employees on layoff shall be recalled before any individual is hired to fill the position from which he was laid off.
- 6:8 Recall of employees shall be made in inverse order of layoff with the most senior employee on layoff being recalled first.

ARTICLE VII

LONGEVITY

- 7:1 Longevity payments will be made to unit members based on the following table:

Years of Service	Amount
After five (5) years:	\$500.00
After ten (10) years:	\$400.00
After fifteen (15) years:	\$300.00

The above amounts are cumulative.

Note: For the purpose of figuring years for longevity, a ten (10) month employee must be hired by February 1st, and a twelve (12) month employee must be hired by January 1st, in order to count that year as a full year.

- 7:2 Longevity pay will be part of the regular payroll check.
- 7:3 Longevity applies to full time employees only.
- 7:4 There is no longevity for employees hired after July 1, 1989.
- 7:5 Longevity shall be initialized by the payroll department according to years worked. The employee is also responsible to notify the payroll department to ensure accuracy.

Board: _____

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ARTICLE VIII

OVERTIME

- 8:1 Overtime shall be considered all time worked in excess of 40 hours in one work week, and shall be compensated at the rate of one and one-half the employees' contractual rate of pay.
- 8:2 The work week shall be defined as Monday through Sunday as a seven (7) day period. All work performed on Saturday shall be compensated at the rate of time and one-half, or if Saturday is the sixth (6th) day in the work week for the employee.
- 8:3.1 All work performed on Sunday shall be compensated at the rate of double-time, or if Sunday is the seventh (7th) day in the work week for the employee.
- 8:3.2 All work performed on Legal Holidays when the Manchester Township Schools are closed shall be compensated at the rate of double-time.
- 8:4 Overtime shall be offered on a rotating basis according to seniority, except for custodians, where it shall be offered first to custodians in the same building. If any custodian in the affected building cannot work overtime, it will be offered to grounds/custodians.
- 8:5 The Employer shall provide a list of employees and overtime worked on a twice-a-year basis to the Union. There shall be two lists: one of drivers, one of custodians.
- 8:6 There shall be a rotating list showing who is next in line for overtime, posted regularly and maintained at each Association bulletin board in the district. In reference to bus drivers, there shall be three (3) lists: one (1) for Saturdays, Sundays and Holidays, one (1) for mid-day work and other daily runs, and (1) for after 4:00 pm and shuttles. Drivers shall initially be offered extra work on a seniority basis from a rotating list. Such extra work shall be offered to a driver only if said work does not impinge upon the drivers' regular contract responsibilities. Should the Administration determine that such a conflict exists; the driver may be skipped for the assignment. Each week, the seniority list shall begin with the driver following the last driver asked for the previous week. These lists shall be posted regularly and maintained on the drivers' bulletin board. If a driver's overtime is cancelled, he/she shall not lose his/her place on the overtime list.

Driver's shall be offered by-pass (B) or offered two hour show-up time.

Board:

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- 8:7 Overtime shall be paid currently, or at least no later than the second pay period after the overtime performed, with time cards submitted. Overtime check stubs will provide an accounting of the overtime worked.
- 8:8 The work year for bus drivers shall be defined as all day's student attendance is required (school calendar), plus one (1) in-service day, plus (1) orientation day. The requirements outlined in Article XXX shall be in addition to the aforementioned days. Drivers required to work beyond the above work year shall be compensated on an hourly basis at time and one-half. Summer work shall be compensated pursuant to Appendix of Administrative Procedures: Procedure 6.
- 8:9 The hourly rate of pay for custodians working for outside concerns using the buildings shall be at their contractual rate of pay.

ARTICLE IX

CALL IN TIME

- 9.1 Any employee who is required to and does return to work during periods other than his/her regularly scheduled shift shall be guaranteed pay for two (2) hours at time and one-half his normal rate of pay, regardless of the number of hours actually worked.
- 9.2 If the call in period exceeds two (2) hours, the additional time will be at the rate of time and one-half.
- 9:3 The guarantee of two (2) hours shall not apply to periods, which directly precede a work shift by less than two (2) hours.
- 9.4 Employees are to be paid from time of phone call if notified to report immediately.

ARTICLE X

HOLIDAYS, PERSONAL DAYS, MATERNITY LEAVE

- 10:1 Twelve month employees covered by this agreement shall be entitled to sixteen (16) holidays (Manchester Township School Holiday Calendar). The actual day of celebration will be determined by the Superintendent of Schools once the school calendar has been adopted by the Board for the following year.

Board: _____

Unit: _____

- 10.1a Calendar for 10 month employees are a part of agreement designating holidays for double time days.
- 10.2 Holidays which fall within an employees' vacation period shall be celebrated at the employee's option subject to his/her supervisor's approval.
- 10.3 The Board shall grant three (3) personal days. The employee shall not be required to state the reason for taking such leave other than stating that it is a personal day and giving his/her supervisor three (3) days notice. In case of emergency, the three (3) day notice is waived.

Personal days not used in a school year shall be transferred to the individuals accumulated sick days at the rate of one for one. No more than three (3) custodians and three (3) bus drivers will be allowed to take the same personal days. Allowable days will be on a "first come first serve" basis; extenuating circumstances considered. One personal day will be allowed on the day immediately prior to or immediately after a holiday. Consideration of extenuating circumstances will be given by the Superintendent. Half personal days will be allowed.

10.4 Maternity Leave

No employee shall be removed from their duties during pregnancy except on one of the following basis:

- 1 - The Board of Education has found that their performance has noticeably declined; or
- 2 - If the basis is for physical condition or capacity:
 - a. The pregnant employee cannot produce a certification from their physician that they are medically able to continue working; or
 - b. The Board of Education's physician and the employee's physician agree that they cannot continue working, provided, however, that if there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of that employee's capacity to continue working.
 - c. Any other just cause.

All pregnant employees may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continue to a specific date after the birth.

Board: _____

Unit: _____

Use of sick days for maternity leave shall not exceed twenty (20) days prior, or twenty (20) days after the anticipated delivery date. No employee shall be barred from returning to work after the birth of their child solely on the grounds that there has not been a time lapse between the birth and their desired date of return, except as is provided in the preceding paragraph.

Any employee seeking a leave of absence for pregnancy shall make application to the Board or its authorized agent at the time they notify the Superintendent of their pregnancy which shall be at least sixty (60) days prior to commencement and said leave. Said application shall set forth, in writing, the commencement date of the requested leave of absence and the date which they desire to return from said leave of absence. The Board shall grant such leave of absence with the requested commencement date and the date of return, which commencement date may be any time prior to birth.

Any employee may return to work within the school year in which their leave begins, provided they shall have requested to do so in their application for a leave of absence and shall have specified the month when they desire to return. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause, provided that such extension or reduction will not substantially interfere with administration of the school. Any employee granted a leave of absence with a return date during the same school year who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if they make application at least six (6) weeks prior to the expiration date of their leave of absence, and subject to the provisions of the Article.

Other circumstances notwithstanding, family leave provisions under the state Laws of New Jersey, shall prevail.

ARTICLE XI

VACATION

11.1 Twelve (12) month employees shall be entitled to the following vacation allowance:

After one (1) year of service:	Ten (10) days
After five (5) years of service:	Fifteen (15) days
After ten (10) years of service:	Twenty (20) days

Board:

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After fifteen years of service: Twenty-five (25) days

- 11:2 Vacation pay shall be provided to the employee before the start of the vacation if requested in writing at least twenty (20) days prior to the start of the approved vacation. Vacation pay shall be issued for approved vacation periods of at least five (5) consecutive days.
- 11:3 Employees must request a vacation of at least five (5) days or more at least fifteen (15) days in advance. Employees must request vacation periods of less than five (5) days, at least five (5) days in advance, any time of the year.
- 11:4 Any conflicts in vacation requests shall be settled on a basis of seniority. Requests for vacation are to be made in writing to the employee's supervisor. Requests for vacation days due to an emergency will be granted whenever possible.
- 11.5 Vacation days can be accrued and used during the next eligibility year. No more than one year's vacation may be accrued. Note: While vacation time can be accrued and used during the next eligibility year, the Manchester Township Board of Education strongly urges its employees to use vacation time as it is earned.
- 11.6 Accrued vacation time shall be paid to the employee upon giving two (2) weeks notice of resigning or retiring, upon time of separation.
- 11.7 Vacation allowance is determined by employee's anniversary date of hire.
- 11.8 If an employee transfers from a ten (10) month to a twelve (12) month position, total months worked shall be divided by twelve (12) month position, to arrive at the appropriate vacation allowance.
- 11.9 Vacation schedule requests taken between April 1 and April 30 will be based upon seniority. Requests received after May will be on a first come, first serve basis.

ARTICLE XII

SICK LEAVE

- 12:1 Employees shall be entitled to the following number of sick days with pay:
 - A. Twelve Month employees:
The Board will grant thirteen (13) sick days per year according to law, and up to eighteen (18) days at the Board's discretion. The extra five (5) possible days are not to be construed as cumulative

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B. Ten Month employees:

The Board will grant eleven (11) sick days per year according to law, and up to sixteen (16) days at the Board's discretion. The extra five (5) possible days are not to be construed as cumulative.

- 12:2 Unused sick days shall be accumulated from year to year.
- 12:3 Night shift employees shall call the office of the Supervisor of Buildings and Grounds by 12 noon on the day of absence. Day shift employees shall call the Head Custodian at home, no later than 6:00 a.m. on the day of absence. Mid-shift employees shall call the Office of Buildings and Grounds no later than 8:00 a.m. on the day of absence.
- 12:4 If an employee leaves from work for reasons of illness, he/she shall be charged pro-rate for sick days.
- 12:5 Previously accumulated sick leave will be restored to any association member upon return from an extended Board-approved leave of absence.
- 12:6 Upon retirement/involuntary layoff, the employee shall be compensated for his/her accumulative sick leave at a rate of 1/2 pay for each full day, with a maximum dollar amount of twenty thousand dollars (\$20,000). If statutory language caps the amount allowable for accumulated sick leave compensation, and that amount is less than (\$20,000) that amount shall replace the existing rate.
- 12.7 In the event of the death of an employee prior to retirement, the accumulated sick leave payment shall be paid to the employee's estate.

ARTICLE XIII

DEATH IN FAMILY

The Board shall grant four (4) days leave, with pay, for death in the immediate family, unless the deaths occur simultaneously, in which case the same days shall apply for each death. Immediate family shall include; mother or father, husband or wife, son or daughter, brother or sister, guardian, father-in law or mother-in-law, grandparents, grandchildren, grandmother-in-law, grandfather-in-law, sister-in-law, brother-in-law,

Board:

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aunt, uncle, step-family member, and significant other living in household. The Board will allow for extenuating circumstances.

ARTICLE XIV

PROFESSIONAL DAYS

The Superintendent may authorize absences of employees for professional purposes, not to exceed three (3) school days in any school year. The employees shall make application for the authorization of such absence at least (10) days in advance of their occurrence.

ARTICLE XV

HOSPITALIZATION AND MEDICAL BENEFITS

15:1 ***Medical:***

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

New employees shall receive single coverage for the first three (3) years of employment. New employees will be eligible to purchase additional plans at the group rate: i.e. family, employee/spouse, employee/child. After three (3) years, the Board will pay for requested extended coverages as delineated in the first paragraph above.

15.1a The major medical deductible shall be \$150 single and \$300 family.

15.1b The threshold cap on major-medical coverage will be \$3,000.

15:2 ***Dental:***

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

New employees shall receive single coverage for the first three (3) years of employment. New employees will be eligible to purchase additional plans at the group rate: i.e. family, employee/spouse, employee/child. After three (3) years, the Board will pay for requested extended coverages as delineated in the first paragraph above.

15.3 ***Optical:***

Board:

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

New employees shall receive single coverage for the first three (3) years of employment. New employees will be eligible to purchase additional plans at the group rate: i.e. family, employee/spouse, employee/child. After three (3) years, the Board will pay for requested extended coverages as delineated in the first paragraph above.

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

15.4 Prescription Plan:

For the duration of the contract, the Board will pay the full premium on the Family Plan for a Co-pay of \$0(mail) - \$10(generic) - \$15(non-generic). If a generic prescription is not available, the non-generic prescription will be \$10. The plan will include insulin and contraceptives.

New employees shall receive single coverage for the first three (3) years of employment. New employees will be eligible to purchase additional plans at the group rate: i.e. family, employee/spouse, employee/child. After three (3) years, the Board will pay for requested extended coverages as delineated in the first paragraph above.

15:5 All employees on leave without pay, or those who retire, shall have the option to remain in all the medical plans and shall reimburse the Board at the group rate, three (3) months in advance.

15:6 Lyme Testing for Groundskeepers:

Groundskeepers, who have been employed for one year or more, shall be entitled to one test for lyme disease per year. Such test schedule shall be approved by the School Business Administrator. The cost shall be borne by the Board of Education and is to be coordinated with the Health Benefits program. Payment shall be made directly to the lab and/or doctor.

ARTICLE XVI

WORKERS COMPENSATION

Worker's compensation benefits will be provided as set forth in N.J.S.A. ISA:30-2.1.

ARTICLE XVII

UNIFORM AND CLOTHING ALLOWANCE

17:1 Employees covered by this agreement, except bus drivers and school aides, shall

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be supplied with uniforms and shoes appropriate for their particular job. Females shall be supplied with feminine style uniforms.

*Summer attire for custodians – short sleeve polo style.

A. Uniforms

The employer shall purchase the uniforms and choose the same. Employees shall receive four (4) uniforms in the first year and second year of employment, three (3) uniforms in each of the third and fourth years, and two (2) uniforms each year thereafter. In the case of bus mechanic, maintenance person and helpers, the Board will pay for cleaning service for uniforms for groundskeeper/custodians. Coats/jackets for winter wear shall be provided for groundskeepers only.

B. Shoes

The Board will pay for two (2) pairs of safety shoes per year, from a store designated by the Board. The particular safety shoe will also be designated by the Board.

- 17:2 Foul weather gear shall be issued to all employees, except school aides and bus drivers. Such gear shall be in sufficient amount for reasonable use and shall be in new condition. Anyone who operates machinery for snow removal/plowing should be issues coveralls and rubber boots.
- 17:3 Protective gear shall also be available for employee use where deemed necessary.
- 17:4 Sewer plant attendant to be supplied with protective clothing (coveralls, gloves, boots) and is responsible for the cleaning of such gear to the extent possible.
- 17:5 If a uniform/foul weather gear is torn or otherwise damaged, it shall be replaced upon inspection by immediate supervisor.
- 17:6 The Board of Education shall supply custodians with a coat/jacket for winter wear.

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

- 18:1 The manner of discipline or reprimand shall be done in private to avoid embarrassment to the employee involved, except in unusual or extenuating circumstances.
- 18:2 Other than an oral reprimand, the employee and the Association shall be furnished with a written copy of any disciplinary action taken, with the reasons

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therefore.

- 18:3 In the case of a disciplinary action involving a fine, suspension or termination of employment, the employee shall be granted a hearing before the Board, within thirty (30) days of such action, if requested. At that time, the employee shall have a right to respond to the action taken, present evidence and/or testimony, and to cross-examine witnesses.
- 18:4 Discipline and discharge shall be for just cause only.
- 18:5 No derogatory material may be placed in an employee's file without his/her seeing it and having an opportunity to sign it. Such material must also be signed by the appropriate supervisor or administrator.

ARTICLE XIX

GRIEVANCE PROCEDURE

- 19:1 For the purpose of this contract, a grievable matter shall be understood to be a breach, misinterpretation or improper application of the terms of this contract or a denial of legal rights covered by this contract. The following procedure shall be used to affect settlement of grievances:

Step 1

- a. The aggrieved person shall submit his grievance in writing to the appropriate supervisor within ten (10) days of the incident unless Extenuating circumstances prohibit meeting this time stipulation.
- b. The supervisor will answer or settle the matter within five (5) days of receipt of the grievance.

Step 2

- a. The aggrieved person may appeal to the School Business Administrator/Board Secretary, ten (10) days after the expiration of Step 1
- b. The School Business Administrator/Board Secretary will answer or settle the matter within five (5) days after the receipt of the grievance.

Step 3

- a. The aggrieved person may appeal to the Superintendent within ten (10) days after the expiration of Step 2
- b. The Superintendent will answer or settle the matter within ten (10) days after the receipt of the grievance.

Board:

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Step 4

- a. The Board of Education or its representative shall meet with and respond to the grievant within forty-five (45) days of the receipt of the grievance.

19:2 A. If the aggrieved person is not satisfied with the disposition of the grievance by the Board of Education, the grievance may be submitted to arbitration within forty-five (45) days after the expiration of Step 4.

B. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

C. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her recommendation not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

D. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement to the issues submitted to him/her and consider no other(s).

E. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided by in this Agreement.

F. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be final and binding on the aggrieved employee or employees, the Association and the Board.

G. All fees of the arbitrator, including, but not limited to necessary travel

Board: _____

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expenses, fees for transcripts, and payments to witnesses, of any arbitration proceedings shall be borne by the parties equally, except that each party shall pay the fees of its own counsel.

- 19:3 Nothing in this Article shall be construed to deny to the grievant the right of appeal to PERC, the Commissioner or the courts.
- 19:4 In any step of the procedure, the grievant may be accompanied by no more than two representatives of his choosing.

ARTICLE XX

POSTING OF VACANCIES

At least ten (10) days prior to filling any vacancies to existing positions or to newly created positions, the Employer agrees to post said vacancies on the Bulletin Board.

ARTICLE XXI

TRANSFERS

- 21:1 All requests for transfers to newly created positions shall be made by the employee in writing.
- 21:2 The Employer shall notify the employee and the Association within five (5) working days of the original request for a transfer to a vacant position as to the reason for denial of aforementioned request. All denials shall be subject to the grievance procedure as set forth in this Agreement.
- 21:3 All transfers and/or requests for transfer shall be made on the basis of an employee's seniority as set forth in this Agreement, and the employee's suitability for such position.

ARTICLE XXII

GENERAL PROVISIONS

- 22:1 All Personnel
- A. Employees shall not be required to do work outside of their normal duties, which are normally performed by a person in another classification, except in emergencies.
- B. Employees requested to use their private vehicles during working hours, in

Board:

Unit:

connection with their work and with the permission of their supervisor, shall be reimbursed for such use at the rate of thirty (38) cents per mile, (as per policy #4133) plus tolls and expenses.

- C. Any employee required to furnish tools or equipment and authorized to do so by the Superintendent, shall be provided insurance adequate to cover the replacement cost of such tools or equipment if lost, stolen or damaged.
- D. Employees shall be allowed to take a non-paid leave of absence of up to six (6) months at the discretion of the Board
- E. Complete job descriptions shall be written for every job category included in this contract. They shall be given to the President of the Association for distribution. Each job description shall become effective thirty (30) days after the Association has been given an opportunity to review and comment on the descriptions.
- F. The supervisor of Buildings and Grounds and the Supervisor of Transportation shall not be allowed to perform duties of the Association's members, or to work overtime, except under emergency conditions as declared by the Superintendent.
- G. Any Association member required to work on a snow day shall not be docked in pay if arriving late due to weather conditions. If such late arrival is excessive, but at least one and one-half hours after regular starting time, docking shall be at the discretion of the supervisor. Night shift employees shall work during a weather emergency without overtime pay unless they exceed an eight (8) hour day. After snow is removed from walkways etc., employees may leave at the discretion of the supervisor.
- H. A covered shelter shall be provided at the gas pumps.
- I. The Board shall pay 100% of the cost for books, courses and tuition for courses taken within the following limitations:
 - 1. They be approved by the Superintendent and the Board in advance of their being taken.
 - 2. They are educational and clearly related to the employee's field of work.The Board shall pay for all courses they recommend that an employee take.
- J. The Association president shall be notified of new rules and regulations at least ten (10) days prior to their taking effect, unless such rules/regulations are of an emergency nature.

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- K. Employees filling in for supervisors (Supervisor of Buildings and Grounds, Supervisor of Transportation, Head Custodian, Head Groundskeeper, Head of Mechanics) and appointed to do so by the appropriate supervisor shall be paid a stipend appropriate to the supervisor if said appointment is for two or more days.

22:2 Bus Drivers

- A. When transportation staff are required to go on an all-day class trip, they shall receive a lunch allowance of \$8.00 and/or a dinner allowance of \$10.00 if the trip goes past 7:00 p.m. Staff members shall be entitled to both allowances if the trip is over ten (10) hours.
- B. Bus routes for the new school year will be picked the second or third week of August on a seniority basis. The Transportation Supervisor shall package runs according to school times and the drivers will be paid for the hours worked within each package including small vehicles.
- C. Up to three (3) people designated by the Association shall be allowed to meet with the Transportation Supervisor prior to the establishment of bus routes for the upcoming year in order to make suggestions and have input. This committee of the Association may also make suggestions for changes during the school year.
- D. Where possible, drivers shall receive the same bus they were assigned the previous year and be allowed, where possible, to use such vehicles on all trips.
- E. Drivers may request bus aides on Special Education runs. Such requests must be made in writing to the Assistant Superintendent of Business. A decision shall be made within five (5) days of date of request. If a decision is made not to place an aide on the special Education run in question, no new request for same shall be made unless there is a sufficient change in circumstances. Reason for denial shall be given in writing.
- F. (See Appendix)
- G. Bus drivers must sweep their buses each day and keep the windshield and rear window of their buses clean. Vehicles will be cleaned twice a year by persons other than drivers.
- H. Any packaged run that becomes available for at least five consecutive days due to reasons such as illness, leave of absence, etc., the entire package shall be offered to transportation staff members on a seniority basis starting below the absent drivers seniority and rotating through the seniority list, whether or

Board:

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not there is a monetary gain. The transportation staff member who accepts this run shall not have the option of selecting another route should one become available within the school year, unless no other contracted driver wants the run.

- I. Drivers shall be paid a flat rate of one hour of their regular contract rate for taking buses to the inspection station. If inspection trip is overtime, overtime language shall prevail.
- J. The Association shall have the right to meet with the Transportation Supervisor at times mutually convenient to discuss matters pertaining to transportation. Unresolved issues may move to the Business Administrator for resolution.
- K. Manchester Township Board of Education will pay for fingerprinting of Bus Driver License Renewal.

22:3 Custodians

- A. A custodian shall be assigned to work at any school which has an event scheduled, for the duration of the event, unless a custodian is assigned there as part of their regular work day.
- B. Custodians on stand-by at home for summer township concerts shall receive a minimum of two hours overtime. Said custodians must be advised by 6:00 p.m. if concert is to be moved to the High School.

ARTICLE XXIII

ASSOCIATION'S RIGHTS AND PRIVILEGES

- 23:1 Officers of the local Association may, during working hours and without loss of pay:
- A. Investigate and confer on grievances and disciplinary actions;
 - B. Post notices on the Association bulletin boards;
 - C. Meet and confer with representatives of N.J.E.A.
- 23:2 Representatives of the N.J.E.A. may enter the employer's premises for the purpose of investigating and/or conferring on grievances or grievances and disciplinary actions. Such visitation shall be allowed after the front office of the particular school or the supervisor of the particular work location is notified, and

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approves of the visit.

23:3 Any and all Association business or visitation shall be subject to the limitation that it shall not interfere with the normal operation of the school system.

23:4 The Association shall have the right to use school facilities and equipment including typewriters, duplicating machines, calculators and all types of AV equipment, with the exception of telephones, at reasonable times when such equipment is not otherwise in use, upon approval of the building principal, provided: the proposed operators know how to operate such equipment, and such use is not during school hours.

23:5 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon approval of the building principal. The appropriate principal shall be notified in advance of the time and place of all such meetings. Approval shall not be unreasonably withheld.

ARTICLE XXIV

EQUAL TREATMENT

All employees shall be treated equally regarding terms and conditions of employment, and there shall be not discrimination on account of race, religion, color, sex, age, nationality, marital status, political affiliation, sexual preference, Association membership or activities.

ARTICLE XXV

STRIKES AND LOCKOUTS

In addition to any other restriction under the law, the Association will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, and the Employer shall not cause a lockout. .

ARTICLE XXVI

SAFETY AND HEALTH

The employer shall, at all times, maintain safe and healthful working conditions.

ARTICLE XXVII

Board:

Unit:

ASSOCIATION BULLETIN BOARDS

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used solely by the Association. Size and location will be subject to the Superintendent’s approval.

ARTICLE XXVIII

COMPLETE CONTRACT

All past and existing practices pertaining to terms and conditions of employment which are not specifically mentioned in the agreement are understood to be incorporated herein, to the extent not inconsistent herewith. The Employer and the Association acknowledge this to be the complete contract and inclusive of all negotiable issues, whether or not discussed, and hereby waive any right to further negotiations on any issues presented.

ARTICLE XXIX

TERMINATION AND EXTENSION

- 29:1 This Agreement shall be in effect from July 1, 2007 through June 30, 2010
- 29:2 Negotiations for a successor agreement shall commence in accordance with N.J.A.C. 19:12-2.1. This agreement will remain in full force and effect during the period of successor negotiations.

ARTICLE XXX

IN-SERVICES

- 30:1 Bus Drivers:
There can be up to seven (7) hours per year of in-service exclusive of the required School Bus Supplemental Defensive Driving Course. Such in-service shall require at least seventy-two (72) hours notice. All drivers shall be required to attend the School Bus Supplemental Defensive Driving Course once every three years. Newly employed drivers shall take this course within the first year of employment.

Board: _____

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- 30:2 There can be up to seven (7) hours of unpaid in-service per year which may be scheduled at the discretion of the Supervisor of buildings and Grounds giving at least seventy-two (72) hours notice of same.
- 30:3 In-services are not to exceed one hour on any work day, and not to be held on weekends. If at all possible, in-services are to be held on teacher in-service day, as per school calendar.

ARTICLE XXXI

WAGES AND SALARIES

- 31:1 Salary Guides are attached hereto and made a part hereof as Schedules A - Bus Mechanics, Schedule B – Custodians/Groundskeepers, Schedule C - Bus Drivers, and Schedule D – Transportation Aides.
- 31:2 New employees shall serve a thirty (30) day probation period, on a time card basis. After successfully completing this period, he/she shall be placed on the guide. The probation period shall count for purposes of guide placement, vacation and longevity. People who are hired on a contract basis who have previously subbed shall have a maximum of fifteen (15) days of the sub time counted towards the probation period.
- 31:3 Custodians with black Seal or other special licenses shall receive a stipend of \$800.
- 31:4 When called for Jury Duty, employees shall receive their regular pay, less Jury Duty stipend.
- 31:5 Drivers will receive their regular hourly wage for all court hearings outside of normal work day, including the summer, provided the driver was subpoenaed for district business.
- 31:6 Any driver or transportation aide required to have CPR certifications, as part of their job will receive an additional yearly stipend of \$250, paid in December.
- 31:7 Custodians are not entitled to a black seal stipend without prior written approval from the Business Administrator. Custodians currently receiving a stipend for black seal license shall continue for the duration of this contract.
- 31:8 Bus Driver trainers and Bus Aide trainers will receive a yearly \$250 stipend. There will be two (2) employees listed prior to September 1st of each year. The stipend will be paid in (2) equal installments, one (1) December 15th and one (1) June 15th.

Board: _____

Unit: _____

ARTICLE XXXII

PRINTING OF AGREEMENT

The employer shall be responsible for having this Agreement duplicated in sufficient numbers to be distributed to all employees in the bargaining unit during the term of this Agreement. This shall be made available to the Union no less than thirty (30) days after the signing of the Agreement. The Union and the Board shall share equally in the duplicating costs.

ARTICLE XXXIII

PLACEMENT ON GUIDE

33:1 Custodians and bus drivers will be placed on the Salary Guide according to the Board policy below:

33:2 POLICY FOR GIVING CREDIT FOR STEPS ON THE GUIDE FOR LESS THAN A FULL YEAR:

A. 12 Month Employees

1. Any person employed by us prior to January 1st, will be given credit for a full year on the salary guide; i.e., in the beginning of the new fiscal year on July 1st, that person will move to the next step on the guide.
2. Any person beginning his employment on January 1st or after, will not be given credit for a step on the guide; i.e., in the new fiscal year commencing July 1st, he will remain on the same step, receiving only whatever difference may occur on the new guide.

B. 10 Month Employees

1. Any person employed by us prior to February 1st, will be given credit for a full year on the salary guide; i.e., in the beginning of the new fiscal year on July 1st, he will remain on the same step, receiving only whatever difference may occur on the new guide.

N.B. The above policy is based on the districts' fiscal year commencing July 1st and ending on June 30th.

Board:

Unit:

APPENDIX OF ADMINISTRATIVE PROCEDURES

MANCHESTER TOWNSHIP SUPPORTIVE EDUCATION ASSOCIATION

Procedure 1 Assignment of Extra Runs - Regular Work Week

During the course of the regular work week (Monday - Friday) assignment of extra runs/trips will be first offered to those drivers working a regular contract day of less than eight (8) hours at their straight time hourly rate. Extra runs/trips during the normal work week will only be assigned to drivers working an eight hour contract at their overtime rate under the following circumstances:

1. No drivers working a regular contract day are available.
2. There will be no pyramiding of time/duplication of pay.
3. All extra work will be assigned to drivers according to drivers' availability.

All trips outside of the normal work week (after 4:00 p.m. Monday - Friday, all day Saturday and Sunday) shall be assigned on a straight seniority basis. Trips will be selected on Thursday for the following Saturday through Friday.

Procedure 2: Selection of Routes

Bus routes, including small vehicles, for the new school year will be selected during the second or third week in August. The Transportation Supervisor shall present the list of routes to the Route Committee on the Monday prior to picks for consideration.

Procedure 3: Proficiency Utilization Wheelchair Lifts

All drivers and attendants assigned to vehicles equipped with wheelchair lifts must demonstrate proficiency in operating the wheelchair lift on the vehicle. The Transportation Supervisor may request at any time that this proficiency be demonstrated.

Procedure 4: Letters of Reprimand

Letters of reprimand issued to any employee by the Transportation Supervisor and/or School Business Administrator will become part of the employee's permanent personnel file. After three consecutive years of satisfactory performance without recurrence of the offense, the letter(s) of reprimand may be expunged from the employee's file at the discretion of the Superintendent of Schools (see Article 18:5).

Procedure 5: Uniforms for Mechanics

Board:

Unit:

Short sleeved shirts shall be provided for the summer months as well as winter jackets for the winter months. This will be part of the clothing allowance. Protective gear should be worn while working with heated metals, sharp objects, or caustic chemicals.

Procedure 6: Summer Work

Summer work shall be offered to contracted aides and drivers first, in seniority order. Summer work shall be compensated at the driver's regular, hourly rate for the first forty (40) hours of work each week. All employees who work during the summer shall receive no less than the sub rate of pay.

Board: _____

Unit: _____

DURATION OF CONTRACT

JULY 1, 2007 THROUGH JUNE 30, 2010

In witness whereof, the Association has caused these presents to be signed by its President and Secretary, and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed, on this _____ day of _____, 2007.

MANCHESTER TOWNSHIP SUPPORTIVE EDUCATION ASSOCIATION

President

Negotiating Team/Shop Steward

MANCHESTER TOWNSHIP BOARD OF EDUCATION

President

Secretary

Board: _____

Unit: _____

SCHEDULE E

STIPENDS

	2006/2007	2007/2008	2008/2009	2009/2010
Head Custodian/HS	5330	5570	5820	6082
Head Custodian/MS	3282	3429	3584	3745
Head Custodian/MTES	2874	3003	3138	3279
Head Custodian/Ridgeway	2874	3003	3138	3279
Head Custodian/Whiting	1969	2057	2150	2246
Head Custodian/RDS	1969	2057	2150	2246
Head Groundskeeper/Custodian	3895	4070	4253	4444
Groundskeeper/Custodian	3732	3899	4075	4258
Supervisor	1275	1332	1392	1454
Head Mechanic	4983	5207	5441	5687

FOR THE ASSOCIATION

FOR THE BOARD

Marthe Konczal, President

Gary Rhodes, Negotiations Committee

Alan Hardin, Vice President

Mort Sternin, Negotiations Committee

Peter Corigliano, Board Secretary

Board:

Unit:

10 Month Employee Holiday Calendar

	2007	2008	2009	2010
Holiday				
New Year's	Mon., 1/1/07	Tues., 1/1/08	Thurs., 1/1/09	Friday, 1/1/10
Martin Luther King	Mon., 1/15/07	Mon., 1/21/08	Mon., 1/18/09	Mon., 1/18/10
President's Day	Mon., 2/19/07	Mon., 2/18/08	Mon., 2/16/09	Mon., 2/15/10
Good Friday	Friday, 4/6/07	Friday, 3/21/08	Friday, 4/10/09	Friday, 4/2/10
Memorial Day	Mon., 5/28/07	Mon., 5/26/08	Mon., 5/25/09	Mon., 5/31/10
Labor Day	Mon., 9/3/07	Mon., 9/1/08	Mon., 9/7/09	Mon. 9/6/10
Columbus Day	Mon., 10/8/07	Mon., 10/13/08	Mon., 10/12/09	Mon., 10/11/10
Veteran's Day	Mon., 11/12/07	Tues., 11/11/08	Wed., 11/11/09	Thurs., 11/11/10
Thanksgiving	Thurs, 11/22/07	Thurs., 11/27/08	Thurs., 11/26/09	Thurs., 11/25/10
Christmas	Tues., 12/25/07	Thurs., 12/25/08	Friday, 12/25/09	Sat., 12/25/10

Board:

Unit:

Custodian/Grounds

		2006/2007		2007/2008	2008/2009	2009/2010
Step	01	21,606		22,206	22,956	23,756
	02	22,148		22,748	23,498	24,298
	03	22,709		23,309	24,059	24,859
	04	23,271		23,871	24,621	25,421
	05	23,914		24,514	25,264	26,064
	06	24,653		25,253	26,003	26,803
	07	25,572		26,172	26,922	27,722
	08	26,430		27,030	27,780	28,580
	09	27,288		27,888	28,638	29,438
	10	28,146		28,746	29,496	30,296
	11	29,372		29,972	30,722	31,522
	12	30,598		31,198	31,948	32,748
	13	32,437		33,037	33,787	34,587
	14	35,258		35,858	36,608	37,408
	Off1	37,954		38,554	39,304	40,104
	Off2	40,406		41,006	41,756	42,556
	Off3	45,126		45,726	46,476	47,276

Board:

Unit:

Bus Drivers

		2006/2007		2007/2008	2008/2009	2009/2010
Step	01	18,735		19,430	20,200	21,005
	02	19,383		20,078	20,848	21,653
	03	19,998		20,693	21,463	22,268
	04	20,614		21,309	22,079	22,884
	05	21,215		21,910	22,680	23,485
	06	22,194		22,889	23,659	24,464
	07	23,050		23,745	24,515	25,320
	08	23,906		24,601	25,371	26,176
	09	24,823		25,518	26,288	27,093
	10	25,802		26,497	27,267	28,072
	11	26,963		27,658	28,428	29,233
	12	28,675		29,370	30,140	30,945
	13	29,899		30,594	31,364	32,169
	14	31,122		31,817	32,587	33,392
	15	32,712		33,407	34,177	34,982
	16	34,119		34,814	35,584	36,389
	17	35,402		36,097	36,867	37,672
	18	37,114		37,809	38,579	39,384

Board:

Unit:

Mechanics

		2006/2007		2007/2008	2008/2009	2009/2010
Step	01	35,562		35,762	35,962	36,162
	02	36,962		37,162	37,362	37,562
	03	38,433		38,633	38,833	39,033
	04	39,903		40,103	40,303	40,503
	05	41,742		41,942	42,142	42,342
	06	43,707		43,907	44,107	44,307
	07	45,543		45,743	45,943	46,143
	08	47,382		47,582	47,782	47,982
	09	49,087		49,287	49,487	49,687
	10	50,834		51,034	51,234	51,434

Board: _____

Unit: _____

Bus Aides

		2006/2007			2007/2008		2008/2009		2009/2010	
		Hourly	Annual		Hourly	Annual	Hourly	Annual	Hourly	Annual
Step	01	10.33	16,533		10.65	17,033	11.02	17,633	11.33	18,133
	02	10.45	16,725		10.77	17,225	11.14	17,825	11.45	18,325
	03	10.56	16,901		10.88	17,401	11.25	18,001	11.56	18,501
	04	10.68	17,093		11.00	17,593	11.37	18,193	11.68	18,693
	05	11.07	17,717		11.39	18,217	11.76	18,817	12.07	19,317
	06	11.40	18,245		11.72	18,745	12.09	19,345	12.40	19,845
	07	11.73	18,773		12.05	19,273	12.42	19,873	12.73	20,373
	08	12.39	19,829		12.71	20,329	13.08	20,929	13.39	21,429
	09	12.93	20,688		13.24	21,188	13.62	21,788	13.93	22,288
	10	13.47	21,546		13.78	22,046	14.15	22,646	14.47	23,146
	11	14.00	22,405		14.32	22,905	14.69	23,505	15.00	24,005

Board: _____

Unit: _____