

Memorandum of Agreement

Memorandum of Agreement made this 19th day of October, 2021, by and between the Negotiating Teams from the **Manalapan-Englishtown Regional Board of Education** and the **Manalapan-Englishtown Education Association - Support Staff Unit**, having met and duly negotiated in good faith, have reached tentative agreement on the items outlined in this memorandum for inclusion in the successor agreement to the contract that expired on **June 30, 2021**.

Whereas, the parties have reached tentative agreement as to the contractual provisions contained herein, which deal with changes in terms and conditions of employment, the undersigned parties agree to recommend ratification of this **Memorandum of Agreement** by their respective organizations.

Now therefore, in consideration of the mutual covenants contained herein, the parties stipulate to the following:

1. The contract duration is amended to cover the period **July 1, 2021** through and including **June 30, 2024**.
2. That all provisions of the current collective bargaining agreement not specifically altered by this **Memorandum of Agreement**, shall continue in full force and effect and be carried forward in the new agreement.
3. That all proposals, by either party hereto, not specifically included in this **Memorandum of Agreement** are withdrawn by the party proposing same.

4. That this **Memorandum of Agreement** shall be subject to and be contingent upon the ratification of same by the parties represented by the signatories hereto.

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5. Unless otherwise noted herein, all dates involving the duration of the contract shall be conformed to the duration as set forth in this **Memorandum of Agreement**.

6. That a duplicate of this **Memorandum of Agreement** has been furnished to, and been received by, the representatives of the parties herein.

7. That all items agreed to by and between the parties during negotiations shall be incorporated into the prior collective bargaining agreement. Copies of such items are attached hereto and made a part hereof.

8. The 2020-2021 unit member salaries shall be increased by:

	2.75%	for 2021 - 2022,
and by	2.75%	for 2022 - 2023,
and by	2.75%	for 2023 - 2024

Salary increases are retroactive to July 1, 2021.

9. Article XXVI:2. shall remain unchanged.

10. Mutually agreed to contract language shall be developed for any conceptual agreements and/or contract language changes agreed to are attached hereto and made a part hereof.

11. Article XX:4 shall be revised as follows:

4. a. The remaining ~~seven (7)~~ **six [6]** holidays (as listed below) shall be afforded on the day on which they occur if school is not in session. If school is in session, an alternate date shall be mutually scheduled by the Union and the Board within one (1) month of the establishment of the school calendar. Copies of the holiday schedule will be distributed to each employee at this time.

These dates will be subject to change in the event of emergency school closings with a minimum of two (2) weeks; notice of the change to be given to the employees.

Columbus Day
Veterans Day*
Christmas Eve
Martin Luther King Day

~~Lincoln's Birthday*~~
~~Washington's Birthday~~
President's Day
Good Friday

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* Effective ~~February 1, 2013~~, **July 1, 2021**, these two ~~[2]~~ holidays **this holiday** shall be implemented as follows:

> if school is regularly scheduled on ~~these days~~, **this day**, employees shall work ~~these days~~ **the day** and receive **one [1]** ~~no~~ floater day in lieu of ~~these days~~ **the day**.

> if school is closed on ~~these days~~ **this day**, employees shall have the day off with pay.

b. **Effective July 1, 2021, each twelve 12[month unit member shall be afforded one [1] additional floater holiday.**

c. **Floater holidays are to be scheduled with the Director of Physical Plant thirty [30] days in advance and shall only be scheduled during either the Winter or Spring Recess period.**

~~Should the provisions of Chapter 78 be repealed or expire, as noted in Article XIX:3, and the 10% contributions for dependent medical and dental coverage shall be reinstated, these two holidays shall be returned to their former status and employees shall receive a floater day if they are scheduled as regular work days.~~

12. Article XX:4 shall be corrected to read as follows:

5. All regular full-time (8 hours per day) custodial employees on a ten-month contract shall receive six (6) paid holidays per year. These holidays shall include:

Thanksgiving Day	New Year's Day
the day after Thanksgiving	Memorial Day
Christmas Day	Labor Day

Custodial employees (employees who are normally scheduled to work less than eight (8) hours per day) shall receive prorated payment for each of the ~~seven~~ **six [6]** holidays on the basis of the number of hours for which they are regularly scheduled to work. For example, a part-time employee who is normally scheduled to work for four (4) hours per day shall receive four (4) hours' pay for each of the ~~seven~~ **six [6]** holidays.

12. Article XXVI:8-3 & 8-4 shall be modified as follows:

3. Compensation: *per diem rates*
> for Monday through Friday: 21-22 @ \$23; 22-23 & 23-24 @ \$30
> for Saturday: 21-22 @ \$54; 22-23 & 23-24 @ \$61
> for Sunday: 21-22 @ \$81; 22-23 & 23-24 @ \$88

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4. Holiday Premium:
Applies to Article XX:3 or Article XX:4 holidays [except Veteran's Day and ~~Lincoln's Birthday~~ **President's Day** if schools are open]
Applies to Veteran's Day and ~~Lincoln's Birthday~~ **President's Day** only if schools are closed
Applies to the day the District celebrates the holiday and the actual holiday
Per diem stipend is 2x and overtime rate is 2x

In witness whereof, the parties have affixed their respective signatures on the 19th day of October, 2021.

FOR THE ASSOCIATION



FOR THE BOARD OF EDUCATION



