

AGREEMENT

BETWEEN

**MANCHESTER TOWNSHIP
BOARD OF EDUCATION**

AND THE

**MANCHESTER TOWNSHIP SUPPORTIVE
EDUCATION ASSOCIATION**

COVERING THE PERIOD

JULY 1, 2022

THROUGH

JUNE 30, 2027

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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. This Agreement shall be in effect from July 1, 2022 through June 30, 2027.

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
 - B. Groundskeepers
 - C. Maintenance Mechanics
 - D. Bus Drivers
 - E. Bus Mechanics
 - F. 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.

Board:

Unit:

A. Notification

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.

- 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

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.

Board:

Unit:

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.
- 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.

Board:

Unit:

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.

In the event that a groundskeeper, custodian, maintenance mechanic or bus mechanic is required to work past a normal eight (8) hour workday for the purposes of snow removal, a dinner allowance of ten dollars (\$10.00) shall be granted. A receipt will be submitted, whenever possible, to be entitled to meal reimbursement.

- 5:2 The regular work week for all custodians, maintenance, 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.

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.

Board:

Unit:

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. In case of an emergency or to cover any absent day shift employee, the five (5) day notification can be waived.

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. (mid-shift or night shift is 2:30 to 11:00 pm for High School and Middle School and 3:00 to 11:30 pm for Elementary Schools and Regional Day School). 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 2:30 or 3:00 pm which extends beyond 2:30 or 3:00 pm, except for employees on regularly scheduled overlapping time shifts, in which case the time worked after 2:30 or 3:00 pm shall include the shift differential.

Custodians involuntarily moving from night to day positions in district shall keep the same salary and not lose the night differential for three (3) months.

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.

5:8 In the event a 4-day schedule is implemented, the workday shall consist of (10) hours. A thirty (30) minute lunch period will be provided and is included as part of the ten hour (10) work day. Any temporary leave or vacation days during the 4-day schedule will be charged at a rate of a day and a quarter (1.25).

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 shall not maintain seniority if there is a break in service.

Board: _____

Unit: _____

- 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 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) calendar 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.

Board:

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- 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.

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.

In September some schools open before Manchester Township School District such as St. Josephs, Alpha School, Holy Family, Etc. If a driver should have one of these schools in their "package" that driver is to drive that run for the first few days before school opens to learn the run and avoid confusion by the parents and students. This is done for continuity and to avoid several different drivers doing the run before school opens. The driver or driver and aide combination depending on the school, will be paid extra for doing that run due to the fact that Manchester Schools are not open for their school year. These drivers and aides will be charged for doing this work on the midday, field trip, late run, shuttle list or the aide extra work list. The driver or driver/aide combination assigned to these runs will be required to report to work when the Manchester Township School District is open.

- 8:1.a In the case of a custodian with a split shift (two or more locations), the building designation for overtime rotation will be the building where the custodian ends his or her shift.
- 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. A list of the next year's holiday calendar shall be provided to the Association by June 1st.

Board:

Unit:

- 8:4 In the event of a custodial absence and a substitute cannot be obtained, overtime shall be offered on a rotating basis according to seniority first to the custodians of the affected building and then to the district seniority list which includes custodians, groundskeepers and maintenance if it does not affect their regular work shift. Maintenance and groundskeepers shall be required to work in an emergency situation only. Three (3) overtime lists shall be created; one (1) for weekdays, one (1) for Saturdays and one for Sundays and Holidays.
- 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/aides, there shall be three (3) lists: one (1) for Saturdays, Sundays and Holidays, one (1) for mid-day work, shuttles and other daily runs, and (1) for after 4:00 pm. All extra work shall be offered 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. Any driver/aide taking extra work out of rotation shall be marked out front on the appropriate list. 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/Aide shall be offered by-pass (B) or offered two hour show-up time.

A. When trips are available for Saturday, Sunday and Holidays the driver/aide at the top of the rotating seniority list shall have the choice of which trip and day.

B. When trips/extra work are available for mid-day work, shuttles and other daily runs the driver/aide at the top of the rotating seniority list shall have the choice of which trip and day.

C. When trips are available on the after 4:00 pm list the driver/aide at the top of the rotating seniority list shall have the choice of which trip and day.

- 8:6.1 Any trip that comes in after trip picks have concluded, up to Thursday at 4:30 pm., said trip will be offered to the next driver/aide by seniority who attended trip picks.

Board:

Unit:

- 8:6.2 In August during run picks, if a bus driver/aide does not want to be called when overtime is available, they will notify the Supervisor of Transportation in writing and they will not be called. If the driver/aide wishes to be added back to the overtime list, they can notify the Supervisor of Transportation in writing and they will be added back to their original seniority position on the list.
- 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.
- 8:10 Overtime shall not be granted to an employee during a weekend where that employee has called out sick the Friday prior to the weekend to be worked.
- 8:10.1 When a driver and/or aide takes a trip that falls on a Saturday, Sunday and or a date on the annual Holiday list and said trip is or becomes (is changed to) a drop-off only when they arrive at the depot of school, the driver and or aide shall be compensated three (3) hours at the rate of time and one-half for Saturday. On Sundays and federal holidays, the compensation rate shall be at a double time rate.

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. Any employee called in after their regularly scheduled shift shall be required to provide the purpose of the call and detailed documentation of the time spent in the district on a district provided log sheet.
- 9.2 If the call in period exceeds two (2) hours, the additional time will be at the rate of time and one-half.

Board:

Unit:

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 arrival if notified to report immediately.

Board: _____

Unit: _____

ARTICLE X

HOLIDAYS, PERSONAL DAYS, MATERNITY LEAVE

- 10:1 Twelve month employees covered by this agreement shall be entitled to sixteen (16) holidays. The actual days of celebration will be determined by the Superintendent of Schools upon consultation with the association once the school calendar has been adopted by the Board for the following year.
- 10:1 Calendar for 10 month employees are a part of agreement designating holidays
a for double time days.
- 10.2 Holidays which fall within an employees' vacation period shall be granted as floating holidays, to be scheduled with the approval of the Supervisor.
- 10.3 The Board shall grant two (2) personal days per year for ten month employees for their first and second years of employment and four (4) personal days thereafter. The Board shall grant five (5) personal days for twelve month employees. 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

Board:

Unit:

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.

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.

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Board: _____

Unit: _____

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 |
| 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, at the then-current per diem rate.
- 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 departmental seniority. Requests received after May will be on a first come, first serve basis.

Board:

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Board: _____

Unit: _____

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 twelve (12) sick days per year according to law, and up to seventeen (17) days at the Board's discretion. The extra five (5) possible days are not to be construed as cumulative
 - B. Ten Month employees:
The Board will grant ten (10) sick days per year according to law, and up to fifteen (15) 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 All custodians shall notify the supervisor of Buildings and Grounds as well as the Head Custodian via confirmed email, text or cell phone call, no less than two (2) hours prior to the start of the shift on the day of the absence.
- 12:4 If an employee leaves from work for reasons of illness, he/she shall notify their immediate supervisor and the Department Supervisor. The employee 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 then (\$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.

Board: _____

Unit: _____

ARTICLE XIII

DEATH IN FAMILY

The Board shall grant five (5) 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, grandchildren, step family member and domestic partner. The Board shall grant three (3) days leave for aunt, uncle, grandparents, grandparent-in-law, sister-in-law and brother-in-law. The Board will allow for extenuating circumstances.

Other than in exceptional circumstances and with the approval of the Superintendent, such leave must commence within seven (7) calendar days of the death, and run for consecutive school days. Such approval shall not be unreasonably withheld.

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: Medical:

- 1 The Board will pay full premium for medical, dental, optical and prescription coverage, with family, two adult, parent-child, or single coverage. Available plans shall include Direct-15, Educators Health Plan and Garden State Health Plan, each with all plan details and the incorporated dental and insurance coverage as set forth by the New Jersey School Employee Health Benefits Plan.

Employees eligible for and selecting Direct-15 coverage shall contribute to their aggregate health insurance premiums at the rate of 85% of amounts set forth in P.L. 2020, c. 44 for such coverage on a percentage-of-premium basis. Employees selecting the EHP or GSHP shall contribute at 100% of the amounts set forth in P.L. 2020, c. 44 for such coverage on a percentage-of-salary basis.

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New employees shall receive single-only 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 coverage as delineated in the first paragraph above.

Notwithstanding the above, bus mechanics and maintenance mechanics will be eligible for full family health benefits upon hire.

Employees hired prior to July 1, 2021 shall retain the ability during open enrollment periods to switch in and out of Direct 15, paying 85% of Tier 4 rates, and to purchase up to Direct-10 coverage at their own cost

15.1a Dental:

The Board will pay full premium, except the percent amount of employee contribution that may be required by statute, up to the Family Plan for dental care under a carrier of their choice.

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 coverage as delineated in the first paragraph above.

15.1b Optical:

A vision/eyeglass plan of the Board's choosing shall be implemented; which plan shall be the same for other personnel within the District.

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

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 coverage as delineated in the first paragraph above.

Board: _____

Unit: _____

15.1c Prescription Plan:

The Board shall provide a prescription plan which shall be the same for other personnel within the District.

All employees on leave without pay shall have the option to remain in all of the medical plans, and shall reimburse the Board at the group rate, three (3) months in advance.

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 coverage as delineated in the first paragraph above.

15.1d Insurance Waiver Opt Out

Employees may choose to opt out of health benefits (All Coverage or Health and Prescription Only) receiving 25% of the total premium of coverage waived or \$5,000 whichever is less as cash waiver incentive, provided they submit proof of insurance through another carrier. Acceptable proof would be a letter from the employer or the insurance carrier verifying insurance coverage. An employee may opt out of all coverage, or elect to opt out of health and prescription only.

All incentive income received is taxable, but not pensionable. Two (2) equal installments shall be paid on December 15th and June 15th of the respective school years.

In the event an employee's replacement insurance coverage is terminated as a result of any life-altering event such as termination of insurance, unemployment, reduction in the number of hours of employment, death, disability of a spouse, divorce, legal separation, activation to full time military status, etc., re-enrollment is permitted at the time of the incident, or during the open enrollment period. Coverage shall commence immediately upon enrollment. During the May open enrollment period, any employee that had previously opted out shall have the opportunity to opt into the current district plan without a physical.

The Board of Education will establish an IRS 125 plan.

Board: _____

Unit: _____

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

15: Lyme Testing for Groundskeepers:
3

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 bus aides, shall 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. Coats/jackets for winter wear shall be provided for groundskeepers and maintenance only.

B. Shoes

The Board will pay for two (2) pairs of safety shoes per year that are approved by the Supervisor of Buildings and Grounds, from a store designated by the Board. The annual safety shoe allotment is not to exceed \$175.00. A doctor's note will be required for the Board to waive the requirement of staff to wear safety shoes.

Board: _____

Unit: _____

- 17:2 Foul weather gear shall be issued to all employees, except bus 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 issued coveralls and rubber boots. Foul weather gear for spring/summer shall be provided for each grounds worker. All newly hired custodians responsible for snow removal shall be provided a winter jacket.
- 17:3 Protective gear shall also be available for employee use where deemed necessary.
- 17:4 If a uniform/foul weather gear is torn or otherwise damaged, it shall be replaced upon inspection by immediate supervisor.

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 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:

Board:

Unit:

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.

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

Board:

Unit:

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 a violation 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 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

Board: _____

Unit: _____

- 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 connection with their work and with the permission of their supervisor, shall be reimbursed for such use at the rate of thirty-one (31) 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.

Board: _____

Unit: _____

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 are 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.

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 three consecutive days or longer.

L. Grounds or maintenance staff may be used to cover for an absent custodian during their regular work shift at the discretion of the supervisor. Maintenance staff shall be used only in emergency situations.

M. Sick Leave Bank

A sick leave bank shall be established. Each employee covered by this agreement shall be given the option of participating. Each participant must contribute one of his/her sick days to the bank. At the beginning of each school year, each employee covered by this agreement shall be given ninety (90) days in which to join. Open enrollment shall be held every two years thereafter. New employees shall have ninety (90) days from date of hire to enroll. Initial buy-in for all employees shall be one (1) day and one (1) day per year thereafter until the pool of days reaches a maximum of three hundred (300) days. Contributions will be suspended until the pool of days drops to 30% of the maximum days. A signed form donating one sick day must be completed by all employees participating in the sick leave bank.

Board:

Unit:

Employees must donate time to be eligible to draw from the bank. No days may be drawn without authorization from the Committee.

This shall constitute a pool of days upon which a participant may draw, as explained below:

A participant, who has exhausted his/her days due to a protracted, verifiable, and catastrophic illness and/or injury which is the reason for the application to this committee is eligible. Pregnancy, elective surgery, and non-emergent medical treatment are not considered catastrophic.

Any eligible employee requesting time from the sick day bank must request such days in writing addressed to the Committee at least thirty (30) days before the days, if granted, are to be used.

All requests must be submitted to the Superintendent of Schools and the letter of request must include a physician's note indicating the diagnosis and the projected length of the absence and projected date to return to work.

The eligible person agrees to release any additional medical records related to the request upon the request of the Committee, to the school physician to review.

The applicant must provide an accurate history of his/her sick day record.

The participant's record must show non-abuse of sick day usage, as determined by the Committee.

The Committee may or may not award the days, and may do so in not more than forty-five (45) day segments in any one school year. Reapplication is necessary for each segment. Approval of reapplication is at the discretion of the Committee.

The Committee may approve the request, deny the request, or approve the request at a reduced number of days. This will be done through a majority vote of the Committee members.

Unused sick days shall be returned to the Sick Day Bank upon the employee's return to work. Exceptions shall be handled at the discretion of the Committee.

The maximum allowable sick days provided to any one employee shall not exceed ninety (90) days.

If the pool diminishes to the point where it is less than 30 percent of whole days in relation to the number of participants, participants shall be asked to

Board: _____

Unit: _____

contribute one additional day (as determined by the committee). Should a participant at any time of replenishing opt NOT to continue, such action would constitute withdrawal from the bank, losing any days thus far contributed.

Any participant, once having contributed (or more in cases of replenishment), may in no way retrieve any days thus far contributed.

The Committee shall be as follows:

Three (3) members, one (1) Association President and two (2) support staff, of the Manchester Township Support Education Association, as selected by the Manchester Township Education Association.

Board of Education (1)

The Superintendent

The Board Business Administrator

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. A receipt shall be submitted, whenever possible, to be entitled to meal reimbursement.
- 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)

Board:

Unit:

- G. Bus drivers and aides must sweep their buses at least once per workday and keep the windshield and rear window of their buses clean. Members may sign up for the following extra work which will be paid at a flat rate of \$17 per hour. This is a flat rate and overtime language does not apply. There will be a sign up sheet which will become a 4th list for the following extra work: Bus Washing, Bus Inspections, Pick-Up & Drop-Off of buses, and Snow Removal and any other work not related to the other three (3) lists.

On the last day of school, each contracted bus driver will be required to complete and sign a bus inspection report provided by the Supervisor of Transportation. The report must be turned in to the Supervisor of Transportation prior to leaving for the summer. The form will be mutually agreed upon between the parties.

- H. Any packaged run that becomes available for at least ten (10) 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 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. 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.
- J. Manchester Township Board of Education will pay for fingerprinting of Bus Driver License Renewal.
- K. New Midday Run Posting Procedures.
1. When a new midday run becomes available after the August Run Picks, that run shall be posted for five (5) school days.
 2. The run shall then be offered on a seniority basis to those contracted drivers who selected a midday run during the August Run Picks.
 3. The remaining open run shall then be offered on a seniority basis to contracted drivers who selected a midday run previously during August Run Picks.
 4. Drivers that chose not to accept an eight-hour package during the August Run Picks will only be eligible for a new midday run midyear after all other contracted drivers have had the opportunity to accept the new midday run.
 5. Contracted drivers are limited to one (1) midday change per school year.
 6. In the event a run remains open, after the above procedure has been completed, based on seniority that run shall be filled by any contracted

Board:

Unit:

driver.

22:3 Custodians

- A. A custodian shall be assigned to work at any school at the discretion of the Supervisor, unless a custodian is assigned there as part of their regular work.
- 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.
- C. All Custodians and Maintenance personnel assigned to a building that requires a Black Seal License must possess a Black Seal License on the date of hire or successfully obtain the Black Seal License within twelve (12) months. Non-Compliance may be a basis for termination.

Black Seal reimbursement is limited to the tuition charged by the Ocean County Vocational School and shall be paid upon successful completion of the program and passing the test.

- D. The Board of Education shall provide a paid training program for new custodians.

22.4 A Bus Mechanic will qualify for a salary differential when all of the following requirements are met:

- 1. The employee has successfully completed a minimum of two (2) courses/certification programs in the immediate preceding school year (July 1-June 30), which shall be approved by their Supervisor and Superintendent of Schools as relevant to their continued growth and education directly related to their work responsibilities consistent with N.J.S.A. 18A:6-8.5.
- 2. The Board shall assume the full cost not approved expenses for professional development expressly requested or required in writing by the Superintendent to attend.
- 3. Successful completion is defined as a grade of B or better, or full credit/certification/ "Pass" where grades are not provided.
- 4. Continued successful completion of at least two (2) such courses on an annual basis is required to maintain the differential. If a bus mechanic does not meet this requirement on an annual basis (July 1 – June 30), he/she will not be eligible for the differential. Such employee will again be eligible for the differential, starting at Level 1/Year 1 and on a prospective basis only, after documentation of the successful completion of two (2) additional courses.

Board:

Unit:

5. To be eligible for the differential, the bus mechanic must also have received a satisfactory or above rating in all areas on his/her annual evaluation for the immediately preceding school year. Any bus mechanic that does not meet this requirement will not be eligible for the differential. If a bus mechanic obtains a differential and subsequently failed to meet this evaluation standard, he/she will not be eligible for the differential until this requirement is once again met, at which time he/she shall be eligible starting at Level 1/Year 1.

6. A bus mechanic must have a recommendation from the Supervisor to be considered for any salary differential.

The differential will not be cumulative.

Level 1	\$2,000	First year for which all criteria are met
Level 2	\$3,500	Third and subsequent consecutive years
Level 3	\$5,000	Fifth and subsequent consecutive years

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 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

Board:

Unit:

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 no 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 slowdown 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

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

Board:

Unit:

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, 2022 through June 30, 2027.
- 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.
- 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, Schedule C - Groundskeepers, Schedule D
- Board: _____ Unit: _____

- Bus Drivers, Schedule E – Transportation Aides and Schedule F – Maintenance Mechanics.

- 31:2 New employees shall serve a sixty (60) 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 and vacation. 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 and Maintenance personnel with black Seal or other special licenses shall receive a stipend of \$800. The Board will also reimburse personnel for the cost of renewal of Black Seal Licenses. Other special licenses as required must be pre-approved by the Superintendent of Schools.
- 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 will receive a yearly \$550 stipend and Bus Aide trainers will receive a yearly \$400 stipend. There will be four (4) employees listed as Bus Driver trainers and two (2) Bus Aide trainers 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.
- 31:9 A \$5,000 stipend shall be paid for the following licenses yearly:
- Master Plumber License
 - NJ HVAC/NJDEP Refrigerant License
- A \$7,000 stipend shall be paid for the following license yearly:
- NJ Electrical License

ARTICLE XXXII

Board:

Unit:

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.

Board: _____

Unit: _____

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

All trips outside of the normal week (after 4:00 pm Monday – Friday, all day Saturday and Sunday and Holidays) shall be assigned on a rotating seniority basis. Trips will be selected on Thursday for the week through to the following Friday. All extra work shall be offered on a rotating basis using the appropriate list. There will be no pyramiding of time/duplication of pay. All extra work will be assigned to drivers according to drivers' availability.

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

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, 2022 THROUGH JUNE 30, 2027

In witness whereof, the Association has caused this agreement to be signed by its President and Secretary, and the Board has caused this agreement to be signed by its President, attested by its Secretary, and its seal to be affixed, on this _____ day of _____, 2022.

MANCHESTER TOWNSHIP SUPPORTIVE EDUCATION ASSOCIATION

President

Negotiations Chairperson

MANCHESTER TOWNSHIP BOARD OF EDUCATION

President

Secretary

Board: _____

Unit: _____

Schedule A

Mechanics

Step	Base Year 2021-2022		Year 1 2022-2023		Year 2 2023-2024		Year 3 2024-2025		Year 4 2025-2026		Year 5 2026-2027
										1	53,200
								1	51,975	2	54,100
						1	50,940	2	52,875	3	55,000
				1	49,995	2	51,840	3	53,775	4	55,900
		1	49,135	2	50,895	3	52,740	4	54,675	5	56,900
1	48,235	2	50,135	3	51,895	4	53,740	5	55,875	6	58,300
2	49,235	3	51,135	4	52,895	5	55,040	6	57,375	7	59,750
3	50,235	4	52,135	5	54,295	6	56,540	7	58,875	8	61,300
4	51,485	5	53,735	6	55,895	7	58,140	8	60,475	9	62,900
5	53,085	6	55,335	7	57,495	8	59,740	9	61,975	9	62,900
6	54,685	7	56,935	8	59,195	9	61,410	9	61,975	9	62,900
7	56,385	8	58,810	9	61,110	9	61,410	9	61,975	9	62,900
8	58,310	9	60,810	9	61,110	9	61,410	9	61,975	9	62,900
9	60,510	9	60,810	9	61,110	9	61,410	9	61,975	9	62,900

Board: _____

Unit: _____

Schedule B

Custodians

Step	Base Year 2021-2022		Year 1 2022-2023		Year 2 2023-2024		Year 3 2024-2025		Year 4 2025-2026		Year 5 2026-2027
										1	37,177
								1	36,217	2	37,577
						1	35,217	2	36,617	3	37,977
				1	34,502	2	35,617	3	37,017	4	38,377
		1	33,637	2	34,902	3	36,017	4	37,417	5	38,877
1	32,697	2	34,037	3	35,302	4	36,417	5	37,917	6	39,477
2	33,097	3	34,437	4	35,702	5	37,017	6	38,517	7	40,077
3	33,547	4	34,887	5	36,302	6	37,817	7	39,392	8	40,977
4	33,997	5	35,487	6	37,052	7	38,692	8	40,292	9	41,902
5	34,597	6	36,237	7	37,927	8	39,592	9	41,217	10	42,877
6	35,347	7	37,112	8	38,827	9	40,517	10	42,192	11	44,177
7	36,222	8	38,012	9	39,752	10	41,492	11	43,492	12	45,677
8	37,097	9	38,912	10	40,727	11	42,792	12	44,992	13	47,477
9	37,997	10	39,887	11	42,027	12	44,292	13	46,792	14	49,377
10	38,972	11	41,187	12	43,527	13	46,092	14	48,692	15	51,522
11	40,272	12	42,687	13	45,327	14	48,092	15	50,892	16	53,922
12	41,772	13	44,487	14	47,427	15	50,392	16	53,442	O1	53,922
13	43,672	14	46,822	15	49,827	16	52,922	O1	53,442	O1	53,922
14	46,172	15	49,322	16	52,422	O1	52,922	O1	53,442	O1	53,922
15	48,722	16	51,922	O1	52,422	O1	52,922	O1	53,442	O1	53,922
16	51,422	O1	51,922	O1	52,422	O1	52,922	O1	53,442	O1	53,922
O1	56,142	O1	56,992	O1	57,817	O1	58,617	O1	59,367	O1	60,117

Note: If a member is not already on Off Guide Step 1 in the base year 21-22, the highest step they can attain is Step 16.

Board: _____

Unit: _____

Schedule C

Grounds

Step	Base Year 2021-2022		Year 1 2022-2023		Year 2 2023-2024		Year 3 2024-2025		Year 4 2025-2026		Year 5 2026-2027
										1	45,885
								1	44,310	2	46,385
						1	42,785	2	44,810	3	46,885
				1	41,315	2	43,285	3	45,310	4	47,385
		1	39,985	2	41,815	3	43,785	4	45,810	5	47,885
1	38,690	2	40,485	3	42,315	4	44,285	5	46,310	6	48,385
2	39,190	3	40,985	4	42,815	5	44,785	6	46,810	7	48,885
3	39,690	4	41,485	5	43,315	6	45,285	7	47,310	8	49,385
4	40,190	5	41,985	6	43,965	7	46,035	8	48,185	9	50,285
5	40,690	6	42,635	7	44,715	8	46,910	9	49,035	10	51,260
6	41,340	7	43,385	8	45,590	9	47,760	10	50,010	11	52,260
7	42,090	8	44,260	9	46,440	10	48,710	11	51,010	12	53,540
8	42,965	9	45,110	10	47,390	11	49,710	12	52,265	13	55,040
9	43,815	10	46,015	11	48,390	12	50,965	13	53,740	14	56,990
10	44,715	11	47,015	12	49,640	13	52,465	14	55,690	15	59,290
11	45,715	12	48,265	13	51,140	14	54,415	15	58,015	15	59,290
12	46,965	13	49,765	14	53,090	15	56,740	15	58,015	15	59,290
13	48,465	14	51,715	15	55,415	15	56,740	15	58,015	15	59,290
14	50,415	15	54,065	15	55,415	15	56,740	15	58,015	15	59,290
15	52,790	15	54,065	15	55,415	15	56,740	15	58,015	15	59,290

Board:

Unit:

Schedule D

Bus Driver

Step	Base Year 2021-2022		Year 1 2022-2023		Year 2 2023-2024		Year 3 2024-2025		Year 4 2025-2026		Year 5 2026-2027
										1	30,893
								1	30,468	2	31,393
						1	30,148	2	30,968	3	31,893
				1	29,803	2	30,648	3	31,618	4	32,793
		1	29,403	2	30,303	3	31,298	4	32,518	5	33,793
1	27,443	2	29,903	3	30,953	4	32,198	5	33,518	6	34,793
2	27,943	3	30,533	4	31,853	5	33,198	6	34,518	7	35,833
3	28,443	4	31,453	5	32,838	6	34,198	7	35,518	8	36,958
4	28,943	5	32,438	6	33,838	7	35,198	8	36,658	9	38,258
5	29,443	6	33,438	7	34,838	8	36,298	9	37,958	10	39,708
6	30,093	7	34,438	8	35,938	9	37,598	10	39,358	11	41,183
7	30,993	8	35,438	9	37,238	10	38,998	11	40,808	12	42,683
8	31,973	9	36,738	10	38,638	11	40,433	12	42,308	13	44,208
9	32,973	10	38,138	11	40,073	12	41,933	13	43,833	14	45,783
10	33,973	11	39,573	12	41,573	13	43,458	14	45,408	15	47,383
11	34,973	12	41,073	13	43,098	14	45,008	15	46,983	16	49,008
12	36,273	13	42,598	14	44,648	15	46,583	16	48,608	16	49,008
13	37,673	14	44,148	15	46,223	16	48,208	16	48,608	16	49,008
14	39,073	15	45,723	16	47,808	16	48,208	16	48,608	16	49,008
15	40,573	16	47,308	16	47,808	16	48,208	16	48,608	16	49,008
16	42,098										
17	43,648										
18	45,223										
19	46,808										

Board:

Unit:

Schedule E

Bus Aides

Step	Base Year 2021-2022		Year 1 2022-2023		Year 2 2023-2024		Year 3 2024-2025		Year 4 2025-2026		Year 5 2026-2027
										1	27,024
								1	26,400	2	27,264
						1	25,856	2	26,640	3	27,504
				1	25,360	2	26,096	3	26,880	4	27,744
		1	24,736	2	25,600	3	26,336	4	27,120	5	28,032
1	24,112	2	24,976	3	25,840	4	26,576	5	27,408	6	28,432
2	24,352	3	25,216	4	26,080	5	26,912	6	27,904	7	28,992
3	24,592	4	25,456	5	26,400	6	27,408	7	28,464	8	29,584
4	24,832	5	25,776	6	26,896	7	27,968	8	29,056	9	30,496
5	25,152	6	26,288	7	27,440	8	28,528	9	29,968	10	31,376
6	25,680	7	26,832	8	28,000	9	29,440	10	30,848	11	32,256
7	26,224	8	27,392	9	28,912	10	30,320	11	31,728	12	33,152
8	26,784	9	28,304	10	29,776	11	31,200	12	32,624	12	33,152
9	27,712	10	29,168	11	30,656	12	32,096	12	32,624	12	33,152
10	28,576	11	30,048	12	31,552	12	32,096	12	32,624	12	33,152
11	29,456	12	30,944	12	31,552	12	32,096	12	32,624	12	33,152
12	30,352	12	30,944	12	31,552	12	32,096	12	32,624	12	33,152

Board: _____

Unit: _____

Schedule F

Maintenance Mechanics

Step	Base Year 2021-2022		Year 1 2022-2023		Year 2 2023-2024		Year 3 2024-2025		Year 4 2025-2026		Year 5 2026-2027
										1	51,445
								1	49,810	2	52,345
						1	48,210	2	50,710	3	53,245
				1	46,700	2	49,110	3	51,610	4	54,145
		1	45,980	2	47,600	3	50,010	4	52,510	5	55,145
1	45,215	2	46,880	3	48,500	4	50,910	5	53,710	6	56,454
2	46,215	3	47,880	4	49,500	5	52,210	6	55,210	7	50,845
3	47,215	4	48,880	5	50,800	6	53,710	7	56,710	8	59,845
4	48,215	5	50,180	6	52,400	7	55,410	8	58,510	9	61,745
5	49,615	6	51,880	7	54,185	8	57,210	9	60,410	10	63,645
6	51,315	7	53,680	8	56,010	9	59,110	10	62,310	11	65,645
7	63,117	8	55,505	9	57,910	10	61,010	11	64,310	12	67,770
8	54,940	9	57,405	10	59,810	11	63,010	12	66,435	12	67,770
9	56,790	10	59,305	11	61,810	12	65,135	12	66,435	12	67,770
10	58,690	11	61,435	12	63,935	12	65,135	12	66,435	12	67,770
11	60,690	12	63,635	12	63,935	12	65,135	12	66,435	12	67,770
12	63,435	12	63,635	12	63,935	12	65,135	12	66,435	12	67,770

Board: _____

Unit: _____