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AGREEMENT  
BETWEEN THE  
BOARD OF EDUCATION OF MANVILLE  
THE COUNTY OF SOMERSET, NEW JERSEY  
AND THE  
MANVILLE EDUCATION ASSOCIATION  
2004-05 to 2006-07

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ARTICLE 1

RECOGNITION

A. 1. The Manville Board of Education hereby recognizes the Manville Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following personnel, whether under contract, on leave, employed or to be employed by the Board including classroom certificated staff, guidance counselors, librarians, reading certificated staff, nurses, advisors, supplemental certificated staff, special certificated staff, speech certificated staff, learning disability specialists, social workers, instructional assistants, psychologists, coaches, as well as the secretarial staff (however, excluding any secretary working in the Offices of the Secretary of the Board of Education and the Superintendent of Schools), clerks, maintenance employees and custodial staff.

2. All other school employees not specifically included above are excluded from this bargaining unit; however, should an amendment to this Article be negotiated and/or determined by the Public Employment Relations Commission of New Jersey, it shall immediately be reduced to writing, signed by the Board and the Association, and be adopted by both parties.

B. Unless otherwise indicated, the term "employees," when used hereinafter in this Agreement, shall refer to both certificated and noncertificated personnel represented by the Association in the negotiating unit as above defined.

## ARTICLE 2

### NEGOTIATION PROCEDURE

A. The Association agrees that all requests concerning terms and conditions of employment shall be submitted to the Board of Education three (3) weeks prior to the PERC mandated date for the commencement of negotiations of the calendar year preceding the calendar year in which this Agreement expires.

B. The parties agree that collective negotiations shall begin in accordance with PERC rules or on a mutually-agreeable date of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all those represented by the Board and the Association, and be adopted by both parties.

C. The Board shall make available to the Association for inspection all public records, public data, and public information of the school district. All requests which will require research on the part of the Board shall be in writing. All requests will be honored by the Board no later than eight (8) working days after receipt of the request.

D. The Board shall provide the Association with a complete tentative line budget for the next fiscal year as soon as possible, but not later than the date when it is submitted to the County Superintendent of Schools.

E. This Agreement shall not be modified in whole or in part by any or either of the parties, except by an instrument in writing duly executed by both parties.

F. The Association agrees that its negotiations committee will reach a mutual agreement with the Board on salary guides before the guides are distributed to their membership for ratification.

## ARTICLE 3

### GRIEVANCE PROCEDURE

A. This grievance procedure is a means by which an employee or representatives of employees may appeal the interpretation, application, or violation of policies, agreements, and administrative decisions affecting terms and conditions of employment, except:

1. A complaint of nontenure employees which arises by reason of their not being reemployed;

2. A complaint by an employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required;

3. Any policy of the Board of Education pertaining to its internal operation;

4. Any matter for which a method of review is prescribed by law;

5. Any rule or regulation of the State Commissioner of Education, but not to the violation, misinterpretation, or misapplication of such a rule or regulation.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its occurrence or of when the employee became aware or reasonably should have been aware of its occurrence. All time limits specified are considered maximum; however, they may be extended by mutual agreement in writing.

#### B. Procedure

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

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

#### Level One

Any employee who has a grievance shall discuss it first with his/her principal, immediate superior, or supervisor of instruction, if applicable, in an attempt to resolve the matter informally at this level.

#### Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) calendar days, the employee shall set forth the grievance in writing to the principal, specifying:

- a. The name of the grievant or grievants, the specific contract clause or board policy alleged to have been violated, the nature of the grievance and the date it occurred;
- b. The nature and extent of injury, loss or inconvenience;
- c. The results of previous discussions;
- d. The dissatisfaction with decisions previously rendered; and
- e. The relief sought.

The principal shall communicate a decision to the employee in writing within seven (7) calendar days of receipt of the written grievance.

#### Level Three

The employee, no later than seven (7) calendar days after receipt of the principal's decision, may appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and the dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible within a period not to exceed ten (10) calendar days. The Superintendent shall communicate a decision in writing to the aggrieved and the principal.

#### Level Four

If the grievance is not resolved to the employee's satisfaction, the employee not later than seven (7) calendar days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent. The Board, or a committee thereof, shall review the grievance and shall (at the option of the Board hold a hearing with the employee) render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or the hearing with the employee, whichever comes later.

#### Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the employee wishes review by a third party, she/he shall so notify the Board through the Superintendent within ten (10) calendar days of receipt of the Board's decision. An employee, in order to process a grievance beyond Level Four, must have the request for such action accompanied by the written recommendation for such action by the Association.

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

1. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the rules of the AAA.

2. The arbitrator shall be limited to the issues as submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

3. The Board shall render its final decision within thirty (30) calendar days after receipt of the arbitrator's recommendation. Copies of said decision shall be forwarded to the aggrieved, his/her representatives, and the Association.

4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. 1. In the presentation of a grievance, the employee shall have the right to designate any representative or representatives of his/her choosing to appear with or for the employee at any level. However, in the event the Association is not representing the employee, it may be present at all stages of the grievance procedure and may present its views in writing.

2. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representative.

3. Grievances resulting from actions taken at levels of authority above the building principal and grievances affecting employees in more than one building shall be initiated at Level Three.

4. No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any participant in the grievance procedure by reason of such participation.

5. Any and all documents, communications, and records dealing with the grievance shall be kept in a separate grievance file. Grievance documents shall not be kept in employee personnel files.

E. The third party recommendation at Level Five on grievances as defined in Paragraph A. above shall have the effect of binding arbitration on both parties to the contract with regard to the interpretation, application, or violation of the Agreement, but not with respect to administrative decisions affecting them.



ARTICLE 4

EMPLOYEE RIGHTS

A. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

B. Employees shall receive all rights as per State law and present Board policies referring to same will be maintained.

C. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. This provision does not apply to the renewal of nontenure contracts.

D. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Manville Education Association, Somerset County Education Association, New Jersey Education Association, and the National Education Association shall be permitted to transact any official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, with prior approval of the Superintendent.

B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, with prior approval of the Superintendent.

C. The Association shall have in each school building the use of a bulletin board in each faculty lounge, with prior approval of the building principal. If a bulletin board is needed in any faculty lounge, the Association may install one at its own expense. The location of the bulletin board shall be agreed upon by the Association and the building principal.

D. The Association shall have the right to use school office mailboxes.

E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative for those employees listed under Article 1, Recognition.

ARTICLE 6

SALARIES

A. The salaries of all certificated staff covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

1. Certificated staff employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Salaries shall be paid on the fifteenth (15th) and the last calendar day of each month.

3. If the fifteenth (15th) or the last calendar day falls on a Saturday, Sunday, or a holiday, then payday shall be advanced to the last preceding workday for each category of employee.

4. A certificated staff member shall receive the final check on the last working day in June after the completion of all assigned duties.

B. 1. Certificated staff may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. The total accumulated deductions for the academic year, September to June inclusive, may then be paid to the certificated staff member under rules and regulations of the Board in one of the following ways:

a. The final day in June;  
b. In one but no more than two installments after the final payday in June but prior to September 1;  
c. Upon termination of employment.

2. Certificated staff requesting such deductions shall submit their applications to the Board before July 31 of each year for the following school year.

3. The Board shall have the necessary applications for said deductions available in each school.

C. The Salary Guide and Agreement for the custodial staff are set forth in Schedule B which is attached and made a part hereof.

D. The Salary Guide for Advisors and Coaches for Student Body Activities is set forth in Schedule C which is attached hereto and made a part hereof.

E. The Salary Guide and Agreement for the secretarial staff are set forth in Schedule D which is attached hereto and made a part hereof.

F. The salary guides for Instructional Assistants are set forth in Schedule E which is attached hereto and made a part hereof.

G. The salary guide for library clerks is set forth in Schedule F which is attached hereto and made a part hereof.

H. Employees shall be reimbursed for the use of their personal automobiles for travel required by the Board of Education outside the school district at the prevailing IRS rate in accordance with the Board Policy 4133 Reimbursement for Travel Expenses.

I. Employees who retire after completing fifteen (15) or more years of service in the district and who immediately qualify for TPAF/PERS benefits shall be eligible to convert unused sick leave to severance pay. The conversion rate shall be one day's pay at the employee's then current rate (1/200th or 1/240th of the annual salary) for each three (3) days of accumulated sick leave. The maximum payout will be thirty-five (35) days per employee. Payment will be made between July 1 and July 15 following retirement, if the employee has notified the Superintendent by November 30 preceding the date of retirement. Notification after the date of November 30 will result in payment being deferred until the second July after retirement. An employee giving notification by November 30 may voluntarily choose to defer payment until no more than twelve months after the first July 15 after retirement. If an employee otherwise meets all the requirements of this paragraph but becomes deceased while still employed, said money should go to his or her estate and shall be payable within one year.

J. Certificated staff shall be paid twenty-two (\$22) dollars per hour for curriculum work performed after normal school hours or during the summer. Curriculum work done during the normal school day shall not result in additional compensation.

K. The summer school hourly rate shall be twenty-five dollars (\$25).

L. Certificated staff may volunteer to be on a list to cover classes by giving up their prep periods, and shall be paid twelve dollars (\$12) per period, and shall be called from the list by rotation.

When a certificated staff member is required to take over an absent certificated staff member's entire class for the full day, the certificated staff member shall be paid the regular substitute teacher daily rate. If the class is split among more than one certificated staff member, the sub rate shall be split evenly among the certificated staff taking the extra students. If the extra students are kept only for part of the day, the rate will be prorated.

M. Employees may change their tax shelter deduction twice a year.

ARTICLE 7

SCHOOL ADVISORY COUNCIL

The building principals shall select the members of the School Advisory Council (SAC) from certificated staff member volunteers in each building, and this council may meet at least once a month to review and discuss local school concerns, policies, and practices for the purpose of school improvements. Said Council shall consist of the building principal and at least five (5) building certificated staff and shall present the Council's recommendations when necessary to the District Advisory Council (DAC). In addition, the principal, after consulting with the Association Building Representative, shall select up to two (2) parents of students attending school in that building from volunteers who express interest in serving on the Council.

## ARTICLE 8

### DISTRICT ADVISORY COUNCIL

A. There shall be established a District Advisory Council. The purpose of the DAC shall be to establish and maintain a district-wide process to improve school programs.

B. The Council's main functions are: 1) to review and to propose district-wide school improvement activities, and to present its recommendations to the Superintendent and the Board for their review and consideration and 2) to establish and maintain a district-wide atmosphere of cooperation and trust among the faculty, administration, and the Board.

C. The Council membership shall consist of: One certificated staff member and the principal of each school building; one special services certificated staff member and one certificated staff member at large; the Superintendent of Schools; the Director of Special Services; and the President of the Manville Education Association. The Board may, at its option, appoint a Board member on an annual basis to be a member of the DAC. Prior to the first meeting of each school year, the Superintendent of Schools and the President of the MEA shall determine vacancies and shall solicit from each affected unit to fill such vacancies.

D. The Council shall encourage the initiation of ideas and suggestions for projects by individual certificated staff, departments, grade levels, Association Committees, administrators, board members, students, parents, and other interested parties. Task groups shall be established from time to time to address specific issues defined by the Council. The purpose of the task group is to review and refine issues; evaluate and select alternative courses of action; make recommendations to the full Council, and, if the Council approves the recommendations, assist in the implementation of the recommendations. Council task groups are by design short-term and are to focus on a specific objective.

E. The Council may invite certificated staff, administrators, Board members, professional advisors, students, parents, and other persons to its meetings for consultative purposes.

F. The Council shall establish its own rules of procedure and shall provide for a rotating chairperson who shall be responsible for the arrangement and conduct of the meeting.

G. Meetings will be held once a month during the regular school year. Meetings shall be called on an ad hoc basis during the summer months as necessary. Meetings are to begin at 3:00 p.m. and to end no later than 5:00 p.m. unless extended by consensus. Each meeting shall follow the agenda set forth below: Call to order, acceptance of the minutes, reports from the school advisory councils, reports from the district advisory council task groups, old business, new business, good of the order, adjournment.

ARTICLE 9

SICK LEAVE

A. 1. All ten month employees on the school staff shall be entitled to ten (10) sick leave days each school year, and twelve month employees shall be entitled to twelve (12) days each school year with pay as of the first official day of said school year, whether or not they report for duty on that day. Any of the unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Employees who are hired or who terminate employment at times other than the start (July 1 or September 1) or the end (June 30) of the school year shall be granted one (1) sick leave day per month of employment. All days shall be credited as of the first work day.

B. The Board, through administrative channels, reserves the right to have the reason(s) for absence due to illness validated by medical evidence.

C. All employees will be given a written accounting of accumulated sick leave days of each school year. Present district personnel records will stand as the accurate accounting of accumulated sick leave days unless the individual concerned can present validated evidence to the contrary. Employees will be given a written accounting of sick leave days before the last working day in October of each year.

D. The Board will provide payment of \$100 cash, or a U.S. Savings Bond worth \$200 upon redemption, to certificated staff, secretaries and custodians who, over the periods defined below, have perfect attendance. For Instructional Assistants, the payments will be \$50 in cash or a U.S. Savings Bond worth \$100 upon redemption. For all ten (10) month employees such as certificated staff and Instructional Assistants, the relevant periods of time will be from September 1 to January 31, and/or from February 1 to June 30. For all twelve (12) month employees such as secretaries and custodians, the periods will be from July 1 to December 31, and from January 1 to June 30. The use of sick leave, personal leave, or any other kind of leave will be considered a break in perfect attendance. The only absences that will not be considered a break in perfect attendance will be professional days for certificated staff when they are outside the district for inservice education, and vacation days for twelve (12) month employees. Payments will be made twice per year, as soon after the end of each half-year period as is practicable. Employees with perfect attendance in both half year periods will be eligible for two (2) payments, one for each period.



ARTICLE 10

TEMPORARY LEAVES OF ABSENCE

A. All employees employed by the Board of Education shall be granted the following temporary leaves of absence per year:

1. Up to five (5) days for death in the immediate family; i.e., grandparents, father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, sister-in-law, or brother-in-law or any member within the immediate household.

2. Up to three (3) days for serious illness in the immediate family; members as listed above.

3. Up to a total of three (3) days during the school year for matters of an emergency nature which cannot be handled outside of school. Employees need not state the reason for taking this leave when applying for it, but only that it is being taken to attend to a matter that requires the employee's personal and active attention and which cannot be handled outside of the school day. Unused days under this section will be added to the employee's sick leave at the end of the school year.

B. Approval for temporary leave requests under Items 2. and 3. must be received from the Superintendent of Schools, and such approval shall not unreasonably be withheld.

C. All requests for temporary leaves of absence must be presented in writing, through the building principal or immediate supervisor, to the Superintendent of Schools prior to the requested leave, except in time of emergency when the request must then be submitted to the Superintendent no later than three (3) school days after the return from the leave.

D. Employees on a part-time contract shall receive pro-rated benefits.

## ARTICLE 11

### EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to two (2) years may be granted to any tenured certificated staff member who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange certificated staff member or overseas certificated staff member and is a full-time participant in either of such programs, or accepts a scholarship grant, or for other reasons upon recommendation from the Superintendent.

Applications must be submitted not later than November 1 preceding the commencement of the leave of absence on

September 1. The certificated staff member on an extended leave of absence who intends to return to duty must indicate this fact to the Superintendent by January 1 that preceded the September 1 termination date of the leave. Failure to do this shall be taken as an indication that the certificated staff member is not returning to the job.

Upon returning from a leave granted pursuant to Section A. a certificated staff member shall receive full credit on the salary guide for any certificated staff member experience and/or other related experience as may be deemed appropriate by the Superintendent.

B. In accordance with State law, military leave without pay shall be granted to any certificated staff member who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment and three (3) months after recovering from any wound or sickness at time of discharge, providing sufficient medical evidence is supplied.

Upon return from a leave granted pursuant to Section B. each twelve (12) months of honorably discharged military service in the Armed Forces of the United States shall be calculated as one (1) year of teaching experience on the salary guide, with a total of four (4) years of military service as the maximum to be granted.

#### C. Maternity Leave

1. Maternity leave shall be granted in accordance with applicable statutes.

2. In the event that normal conditions attending upon pregnancy and birth do not prevail, or if the employee requests to return at an earlier date, the leave of absence, if a vacancy exists, may be abridged by the Board of Education upon a recommendation of the Superintendent of Schools based upon a certificate from a physician approved by the Board of Education stating that the employee is physically and mentally able to resume her duties. Such physician's certificate may be required of an employee returning from a maternity leave of absence.

3. Any employee adopting a minor child may request a similar leave which shall commence upon his/her receiving de facto custody of said child.

4.a. Any staff member seeking to use sick leave for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on

which said staff member proposes to terminate the sick leave. The Board may require as a condition of the staff member's return to service production of a certificate from a physician certifying that the staff member is medically able to resume her duties.

b. The Board shall grant child-rearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth or commencing on a mutually agreeable date following the birth of the child, to any staff member upon request in accordance with applicable statutes, regulations and State agency decisions. Any employee seeking such leave shall apply in writing to the Superintendent sixty (60) days prior to the commencement of the child-rearing leave. This initial leave shall terminate on either February 1 or September 1 following the birth of the child. Staff may be granted a leave of absence without pay for child-rearing purposes for one (1) full school year (September through August) following the school year in which the initial child-rearing leave occurs, at the discretion of the Board of Education.

c. In the event that a staff member's pregnancy terminated prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said staff member may apply for early reinstatement by filing a written request with the Superintendent, accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the staff member in question during the period for which leave has been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program to which the staff member in question was assigned and seeks to be reinstated. The Board shall not contractually obligate itself for such a replacement if the leave requested is for a period of sixty (60) days or less.

d. Staff adopting a minor child shall receive similar leave which shall commence upon receiving de facto custody of said child, or earlier if required for adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.

D. Under Sections A., B., and C. all benefits to which an employee was entitled at the time the extended leave of absence commenced, including unused accumulated sick leave, shall be restored to the employee upon his/her return, and said employee shall be assigned within the scope of his/her certification and as close to his/her previous position as possible.

E. Employees on unpaid leave of absence shall not receive benefits while on leave.

## ARTICLE 12

### SABBATICAL LEAVES

A. The Board of Education may grant, based upon the Superintendent's recommendation, a sabbatical leave of absence for one (1) full year to a certificated staff member for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions.

1. The certificated staff member has completed at least seven (7) consecutive full school years of service in the Manville School System and has not received a leave of absence during the seven (7) years of more than five (5) months.

2. If there is a sufficient number of qualified applicants, a sabbatical leave may be granted to two (2) eligible certificated staff in any one (1) school year.

3. Requests for a sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be mutually agreed on by the Association and the Superintendent no later than October 31 and action must be taken on all such requests no later than January 1 of the school year preceding the school year for which the sabbatical leave is requested.

4. A certificated staff member on sabbatical leave shall be paid by the Board fifty percent (50%) of the salary for a full year of the salary that certificated staff member would have received had she/he remained on active duty.

5. The salary paid to a certificated staff member while on sabbatical leave shall be paid in the form of a loan. Said loan shall be considered canceled by the certificated staff member after completion of two (2) years of teaching after the return from sabbatical leave. The form for such loan shall be mutually agreed on by the Association and the Board of Education.

a. A certificated staff member who has completed only one (1) year of teaching after the return from a sabbatical leave shall cancel only one-half (1/2) of the loan.

b. The above provisions shall not apply upon the death or disability of the certificated staff member returning from a sabbatical leave.

6. If a certificated staff member has completed the school year before receiving a sabbatical leave, that certificated staff member shall be given credit for that year and shall be advanced to the next step on the salary guide upon his/her return from the sabbatical leave.

ARTICLE 13

HEALTH INSURANCE

A.1. The Manville Board shall provide health insurance to employees at a benefit level that is equal to or better than the health insurance in effect during the 1996-97 school year, except as modified herein. The indemnity plan is modified to become a comprehensive major medical plan with no first dollar benefits. This coverage shall apply to all eligible active employees and their dependents. The Board shall pay the full premium for all eligible active employees and their dependents. Employees must work at least 28 hours per week to be eligible for health insurance.

2. The Board will pay the following amounts to employees who waive their health insurance:

Single	\$100/month for 10 months = \$1,000
Parent/child	\$200/month for 10 months = \$2,000
Husband/wife	\$300/month for 10 months = \$3,000
Family	\$400/month for 10 months = \$4,000

The Board will establish a Section 125 account so that the tax-free status of the health insurance for employees choosing not to waive insurance is not affected. Proof of alternative coverage must be provided.

3. The office co-pay for the POS plan shall be \$10.00.

4. The office co-pay for the HMO will be \$12.50 for the primary care physician and \$12.50 for a specialist.

5. The deductible for out-of-network medical services for the POS shall be \$150 (employee) and \$300 (family).

B. The Board's contribution toward the cost of dental coverage shall be up to a maximum of \$400 per employee.

C. The Board will contribute seventy five dollars (\$75) per employee per year toward the cost of a prescription insurance program.

D. The Board will establish an Employee Assistance Plan with the "six (6) session model" at a cost not to exceed \$24.00 per employee per year.

E. All retired employees of the district shall be given the option of purchasing dental insurance through the Board at group rates at no cost to the Board.

ARTICLE 14

CERTIFICATED STAFF MEMBER WORK YEAR

A. The in-school work year for certificated staff employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall consist of one (1) orientation day, one hundred eighty (180) student days, and three (3) full inservice days. Teachers shall follow a half day schedule on the day before Thanksgiving and the day prior to Christmas vacation.

B. The school calendar shall be formulated by the administration and a copy forwarded to the Association. Upon receipt of the school calendar from the Superintendent of Schools, the Association shall have one (1) week to review it and submit any recommendations to the Superintendent.

C. Certificated staff shall not be required to clock-in and out but will indicate their presence by initialing the sign-in roster.

D. Certificated staff shall attend two (2) meetings per month after school, lasting until 4:00 p.m.

E. Certificated staff will be involved in the scheduling of PAC (pupil assistance committee) meetings. Such meetings will be held within the regular workday. The Board will attempt to use a method including potentially a floating substitute to minimize interrupting preparation periods.

F. Certificated staff shall be required to return to school for Back-to-School Night and parent conferences. There shall be two (2) night conferences and two (2) afternoon conferences in both the Weston School and the Roosevelt school. The night conferences will be from 6:00 p.m. to 9:00 p.m. Conferences at A.B.I.S. shall be conducted per past practice. The high school will have conferences from 6:00 p.m. to 9:00 p.m. two (2) days per year with regular half-day schedules on those days.

G. The administration will seek to obtain sufficient substitute teachers at the Weston School and at the Roosevelt School to avoid taking preparation periods away from the certificated staff. Prep periods at the high school and the Alexander Batcho Intermediate School will be handled as past practice.

H. The Board shall maintain for the first day of school in September a half-day schedule for students and a full day schedule for staff.

ARTICLE 15 - TEACHING HOURS AND TEACHING LOAD

A. The total regular in-school work day for certificated staff in ABIS and the high school shall be no more than seven (7) hours per day. In the Weston school the total regular in-school work day shall be no more than six (6) hours and forty (40) minutes per day. In the Roosevelt school the total regular in-school work day shall be no more than six (6) hours and forty-five (45) minutes per day. Effective in 2005-06 in the Weston School, the total regular in-school work day shall be no more than six (6) hours and forty-five (45) minutes per day. The additional five (5) minutes shall not affect instructional time.

B. Certificated staff shall receive a duty-free lunch period that shall be not less than forty minutes per day on a regular school day. Effective in 2005-06, the duty-free lunch period for certificated staff in the high school and ABIS shall be thirty (30) minutes on a regular school day. Staff may leave the school grounds during lunch after signing out, and shall sign in again upon return.

C. Elementary school classroom teachers shall receive not less than 40 minutes of preparation time per day, on a regular school day. ABIS and high school teachers shall receive not less than one preparation period per day of not less than forty minutes, on a regular school day.

D. ABIS and high school classroom teachers shall have no more than six assigned periods involving classroom instruction. Such teachers assigned to six periods of classroom instruction shall be assigned to no more than four consecutive periods of instruction, and shall be released from a duty period assignment. Such teachers assigned to six periods of classroom instruction shall receive a stipend of \$3,500 per year. Volunteers shall first be sought to teach a sixth period before any teacher is assigned to a sixth teaching period. No such teacher shall be required to teach a sixth period in successive years.



ARTICLE 16

SUPERVISION OF STUDENT TEACHERS

A. The following procedures shall govern the supervision of student teachers:

1. No certificated staff member shall have a student teacher under his/her supervision unless said certificated staff member has at least three (3) years of experience.

2. A certificated staff member shall consider it a professional obligation to serve as a cooperating teacher; however, said certificated staff member shall have the right to refuse said obligation if it proves to be a hardship.

3. A cooperating teacher shall be provided with released time with pay for attendance at regularly-scheduled orientation and/or evaluation sessions sponsored by a student teacher's college or university, but for not more than one (1) day during the student teacher's practicum.

4. The individual requirements of the college or university regarding the student teacher shall be adhered to by the cooperating teacher.

ARTICLE 17

CERTIFICATED STAFF EVALUATION

A. Certificated staff evaluation shall be the subject of study of the District Advisory Council and recommendations based on the study forwarded to the Superintendent of Schools and the Board of Education.

B. Certificated staff shall be evaluated in accordance with the provisions of NJAC 6:3-1.19 and NJAC 6:3-1.21.

ARTICLE 18

COMPLAINT PROCEDURE

A. Any complaints regarding a certificated staff member made to any member of the administration by any parent, student, or other person, which do or may influence the evaluation of a certificated staff member shall be processed as follows:

1. The principal or immediate superior shall meet with the certificated staff member to apprise the certificated staff member of the full nature of the complaint and they shall attempt to resolve the matter informally.

ARTICLE 19

DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employees (where applicable) dues for the Manville Education Association, Somerset County Education Association, New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies shall be transmitted to the New Jersey Education Association office by the fifteenth (15th) day of each month following the monthly pay period in which deductions were made.

1. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice sixty (60) days prior to the effective date of such change.

2. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

3. The filing of an employee's notice of withdrawal shall be prior to December 1 to become effective to halt deductions as of January 1; it shall be filed prior to June 1 to become effective to halt deductions as of July 1 next succeeding the date on which notice of withdrawal is filed.

B. Representation Fee

1. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of NJSA 34:13A-5.4.

b. A statement that the Association has established a "demand and return system" in accordance with the requirements of NJSA 34:13A-5.4.

c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each nonmember. Such representation fee shall be up to eighty-five percent (85%) of the regular membership dues, fees and assessments.

d. A list of all certificated staff who have failed to arrange for and become members of the Association and a request that the representation fee of such nonmembers be deducted in accordance with the Agreement.

2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such nonmembers as defined in subsection 1.a. above in accordance with Section 3. below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

3. 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 year in question. The deductions will begin with the first paycheck:

a. in November; or

b. 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. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

4. On or about September 30th of each year, the Board will submit to the Association a list of all employees eligible for the bargaining unit. The list will include names, job titles, and dates of employment for all such employees.

5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement provided the Board has fully complied with the requirements contained herein. In addition, the Board shall be required to make available any and all public records necessary for such defense.

ARTICLE 20

PROFESSIONAL DEVELOPMENT

A. The Board will reimburse any certificated staff member in the school district up to, but not to exceed, the current graduate credit tuition rate of Rutgers University for graduate courses approved in advance by the Superintendent. Such courses shall be in their subject area, and must be successfully completed with a grade of at least a "C" to a maximum of two (2) "C" grades or the equivalent for reimbursement. The certificated staff member must also possess a Permanent Teaching Certificate to be eligible. Courses used for teaching certification will not be eligible for reimbursement.

B. Teachers will be reimbursed for tuition within thirty (30) days after transcripts are submitted to the Superintendent's office.

C. Reimbursement will be made after the certificated staff member submits to the Superintendent a receipted bill and the official transcript or registrar's grade statement covering the courses taken.

D. The Board will reimburse the certificated staff member for the cost of two (2) courses up to six (6) semester hours in any given semester for a maximum of twelve (12) credits taken between

July 1 of one year and June 30 of the following year. Credits shall be counted as of the course completion date.

E. Certificated staff on sabbatical leave shall be eligible for reimbursement under this Article, in accordance with the same criteria and procedures that apply to all other certificated staff, except that they shall receive all payments due them in the October following their return to the district, provided they are still members of the Manville staff on September 30.

F. Certificated staff shall be paid to attend inservice programs outside the regular work year at seventy-five (75%) percent of the rate for curriculum work. Alternatively, teachers may choose to receive credit on the salary guide for approved inservice courses. One (1) credit on the guide shall be granted for each fifteen (15) hours of participation on-site (i.e. not including homework or self-study) in an approved inservice activity. Inservice activity during the school day during regular work hours is excluded.

G. Mentors for beginning teachers will have a minimum of three years experience.

ARTICLE 21

MISCELLANEOUS PROVISIONS

A. This Agreement shall be honored by the Board of Education and the Manville Education Association for its duration.

B. If any provision of this Agreement or any application of it to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. The provisions of this Agreement, in compliance with Affirmative Action, shall not discriminate on the basis of race, color, creed, religion, sex, ancestry, national origin, handicap, or social or economic status, either in employment practices or in the provision of benefits or services to employees.

D. Any employee contract between the Board and an employee hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid employee contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. The Board retains all of its responsibility and authority to direct and manage the public schools under applicable laws and regulations, subject only to the limitations imposed by the language of this Agreement, including the duties:

1. to direct employees of the school district, and
2. to hire, promote, transfer, assign and retain employees in positions within the school district; and for just cause to suspend, demote, discharge, or take other disciplinary action against employees.

It is understood that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and administrative policies, rules and regulations, including those which may not be covered by this Agreement.

F. Certificated staff will be required to give the necessary time as individuals or as members of committees to take part in the periodic evaluation by the State Department of Education and/or such evaluations as established by the State Board of Education.

G. Copies of this Agreement shall be duplicated at the expense of both parties within thirty (30) days after the Agreement is signed. A copy shall be presented to all employees now employed or hereafter employed by the Board.

H. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by written notice at the following addresses:

1. If by Association, to the Board of Education at 410 Brooks Boulevard, Manville, N.J. 08835.

2. If by Board, to the Manville Education Association President at the President's school address, Manville, N.J. 08835.



ARTICLE 22

DURATION OF THE AGREEMENT

A. This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007. Negotiations for a successor agreement will commence as set forth in Article 2.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement in writing.

C. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on this                      day of                      , 2005.

MANVILLE BOARD OF EDUCATION

MANVILLE EDUCATION ASSOCIATION

by

by

President

President

by

by

Secretary

Vice-President/Chief Negotiator

SCHEDULE A

CERTIFICATED STAFF SALARY GUIDE

2004-2005

STEP		BA	BA+15	BA+30	MA	MA+15	MA+30	PH.D.
OLD	NEW							
1	1	37465	38080	38695	40025	41155	42385	43665
2	2	37765	38380	38995	40325	41455	42685	43965
3	3	38060	38675	39290	40620	41750	42980	44260
4	4	38360	38975	39590	40920	42050	43280	44560
5	5	39260	39875	40490	41820	42950	44180	45460
6	6	40730	41345	41960	43290	44420	45650	46930
7	7	42230	42845	43460	44790	45920	47150	48430
7.5	8	43730	44345	44960	46290	47420	48650	49930
8	9	45530	46145	46760	48090	49220	50450	51730
9	10	47430	48045	48660	49990	51120	52350	53630
10	11	50185	50800	51415	52745	53875	55105	56385
10.5	12	53050	53665	54280	55610	56740	57970	59250
11	13	56015	56630	57245	58575	59705	60935	62215
12	14	58015	58630	59245	60575	61705	62935	64215
13	15	60015	60630	61245	62575	63705	64935	66215
14	16	62015	62630	63245	64575	65705	66935	68215
15	17	65215	65830	66445	67775	68905	70135	71415
16	17	65215	65830	66445	67775	68905	70135	71415

SENIOR SERVICE - COMPLETE YEARS IN MANVILLE

25	65620	66235	66850	68180	69310	70540	71820
30	66075	66690	67305	68635	69765	70995	72275
35	66530	67145	67760	69090	70220	71450	72730

CERTIFICATED STAFF SALARY GUIDE

2005-06

STEP		BA	BA+15	BA+30	MA	MA+15	MA+30	PH.D.
OLD	NEW							
***	1	38700	39350	40000	41300	42600	43900	45200
	1	2	38950	39600	40250	41550	42850	44150
	2	3	39440	40090	40740	42040	43340	44640
	3	4	39930	40580	41230	42530	43830	45130
	4	5	40930	41580	42230	43530	44830	46130
	5	6	42430	43080	43730	45030	46330	47630
	6	7	43930	44580	45230	46530	47830	49130
	7	8	45430	46080	46730	48030	49330	50630
	8	9	47230	47880	48530	49830	51130	52430
	9	10	49130	49780	50430	51730	53030	54330
	10	11	51325	51975	52625	53925	55225	56525
	11	12	53620	54270	54920	56220	57520	58820
	12	13	56015	56665	57315	58615	59915	61215
	13	14	58350	59000	59650	60950	62250	63550
	14	15	60905	61555	62205	63505	64805	66105
	15	16	63660	64310	64960	66260	67560	68860
	16	17	66615	67265	67915	69215	70515	71815
	17	17	66615	67265	67915	69215	70515	71815

SENIOR SERVICE - COMPLETE YEARS IN MANVILLE

25	67020	67670	68320	69620	70920	72220	73520
30	67475	68125	68775	70075	71375	72675	73975
35	67930	68580	69230	70530	71830	73130	74430

CERTIFICATED STAFF SALARY GUIDE

2006-07

STEP		BA	BA+15	BA+30	MA	MA+15	MA+30	PH.D.
OLD	NEW							
1	1-2	40315	40965	41615	42915	44215	45515	46815
2	3	40765	41415	42065	43365	44665	45965	47265
3	4	41230	41880	42530	43830	45130	46430	47730
4	5	42230	42880	43530	44830	46130	47430	48730
5	6	43730	44380	45030	46330	47630	48930	50230
6	7	45230	45880	46530	47830	49130	50430	51730
7	8	46730	47380	48030	49330	50630	51930	53230
8	9	48530	49180	49830	51130	52430	53730	55030
9	10	50430	51080	51730	53030	54330	55630	56930
10	11	52605	53255	53905	55205	56505	57805	59105
11	12	54895	55545	56195	57495	58795	60095	61395
12	13	57285	57935	58585	59885	61185	62485	63785
13	14	59710	60360	61010	62310	63610	64910	66210
14	15	62335	62985	63635	64935	66235	67535	68835
15	16	65160	65810	66460	67760	69060	70360	71660
16	17	68185	68835	69485	70785	72085	73385	74685
17	17	68185	68835	69485	70785	72085	73385	74685

SENIOR SERVICE - COMPLETE YEARS IN MANVILLE

25	68590	69240	69890	71190	72490	73790	75090
30	69045	69695	70345	71645	72945	74245	75545
35	69500	70150	70800	72100	73400	74700	76000

SCHEDULE B

CUSTODIAN STAFF SALARY GUIDE AND AGREEMENT

A. The following paid holidays shall be granted to the custodial staff when school is closed:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Easter Monday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Day before Christmas  
Day after Christmas  
Day before New Year's Day

B. The following paid vacation schedule shall apply to the custodial staff:

After 1 year of employment	- 1 week
After 2 years of employment	- 2 weeks
After 10 years of employment	- 3 weeks
After 11 years of employment	- 16 days
After 12 years of employment	- 17 days
After 13 years of employment	- 18 days
After 14 years of employment	- 19 days
After 15 years of employment	- 20 days

C. 1. Uniforms are to be worn at all times except when painting or doing other jobs which might damage or dirty them beyond repair or cleaning. Uniforms are to be kept neat and clean with shirt tails worn inside the trousers.

2. There shall be an annual allowance of \$100.00 per custodian for uniforms and shoes. Raingear will be purchased by the District and shall remain in the district.

D. 1. Time-and-one-half (1-1/2) shall be paid for all overtime above and beyond eight (8) working hours per day.

2. Any custodian working twelve (12) or more hours in any one (1) day shall be compensated \$5.00 for meals.

3. The Board of Education shall make every effort to equally distribute overtime to all qualified custodial staff.

4. Upon emergency call-in for duty, the custodial staff shall be guaranteed a minimum of two (2) hours overtime.

E. One employee shall be required to work "Security Shift" on a rotation basis. The employee assigned to work the "Security Shift" will receive an additional eight (8) hours pay for the responsibility of carrying the beeper. If required to come back to school, paragraph D.4. shall apply.

The security shift employee shall be responsible for call-in during the hours that there is no black seal operator in the building. The security shift employee shall carry a beeper and answer all calls.

F. Custodial staff, other than Category B, who are assigned to work nights for more than one (1) week continuously shall receive a differential of twenty cents (\$.20) per hour beginning with the second week and every other week thereafter.

G. Employees will be paid on the same day as certificated staff in December.

H. New employees shall serve a probationary period of one hundred twenty (120) days.

I. Custodial staff will receive a longevity provision of \$300 per year after twenty-five (25) years.

1. Salary Guide Effective 2004-05

STEP		CATEGORY B	CATEGORY A*	MAINTENANCE*
OLD	NEW			
***	1	29853	30703	32178
1	2	30353	31203	32678
1.5	3	30853	31703	33178
2	4	31553	32403	33878
3	5	32253	33103	34578
4	6	33603	34453	35928
5	7	35503	36353	37828
6	8	39928	40778	42253
7	8	39928	40778	42253

2. Salary Guide Effective 2005-06

STEP		CATEGORY B	CATEGORY A*	MAINTENANCE*
OLD	NEW			
***	1	31378	32278	33878
1	2	31878	32778	34378
2	3	32378	33278	34878
3	4	33078	33978	35578
4	5	33778	34678	36278
5	6	35078	35978	37578
6	7	36978	37878	39478
7	8	40428	41328	42928
8	8	40428	41328	42928

3. Salary Guide Effective 2006-07

STEP		CATEGORY B	CATEGORY A*	MAINTENANCE*
OLD	NEW			
***	1	31658	32608	34408
1	2	32658	33608	35408
2	3	33658	34608	36408
3	4	34658	35608	37408
4	5	35658	36608	38408
5	6	37008	37958	39758
6	7	38908	39858	41658
7	8	41048	41998	43798
8	8	41048	41998	43798

\* In order to be placed in these categories, a person must have a Low Pressure (Black Seal) License issued by the State Department of New Jersey, Department of Labor and Industry.

SCHEDULE C

STUDENT BODY ACTIVITIES SALARY GUIDE

	2004-05	2005-06	2006-07
A. ADVISORS			
GROUP 1	3417	3417	3520
Student Council Advisor (9-12)			
Senior Class Advisor			
Marching Band Director			
Yearbook Advisor (9-12)			
Dramatics Coach **			
Audio Visual Aids Coordinator			
Student Activities Treasurer	5031	5031	5182
GROUP 2	2990	2990	3080
Junior Class Advisor			
Newspaper - (9-12) ***			
GROUP 3	2559	2559	2636
Drill Team/Color Guard Advisor			
FBLA Advisor			
KEY Club Advisor			
GROUP 4	1773	1773	1826
Student Council Advisor (6-8)			
Sophomore Class Advisor			
Freshman Class Advisor			
Color Guard Aide			
Drama Assistant			
Assistant Band Instructor			
Stage Craft Advisor			
Honor Society Advisor			
Robotics Team			



SCHEDULE C

STUDENT BODY ACTIVITIES SALARY GUIDE

	2004-05	2005-06	2006-07
A. ADVISORS (Cont'd)			
GROUP 5	1279	1279	1318
8th Grade Class Advisor			
Floating Club - Roosevelt			
Stage Band Advisor			
Set Designer Advisor			
Summer Band Camp Director			
Yearbook Advisor (6-8)			
Newspaper Advisor (6-8)			
Rocket & Science Club (ABIS) 2 Advisors			
GROUP 6	1035	1035	1066
Math Club (ABIS)			
Humanities Club (ABIS)			
Outdoor Education Club (ABIS)			
Earth Club (Roosevelt)			
Newspaper Club (Roosevelt)			
Band Club (Roosevelt)			
Beginner Band Club (Roosevelt)			
Academically Gifted Program (R/W)			
Literacy Club (Weston) 4 Advisors			
GROUP 7	654	654	674
Technical (Drama)			

\*\* Minimum of 2 plays/year.

\*\*\* Minimum of 4 newspaper editions per year.

SCHEDULE C

STUDENT BODY ACTIVITIES SALARY GUIDE (Cont'd)

		2004-05	2005-06	2006-07
<b>B. COACHES</b>				
Football	- Head Coach	7770	7770	8003
	- Assistant Coach	5065	5065	5217
	- Assistant Coach	5065	5065	5217
	- Assistant Coach	5065	5065	5217
	- Assistant Coach	5065	5065	5217
Basketball	- Boys Head Coach	7060	7060	7272
	- Assistant	4923	4923	5071
	- Girls Head Coach	7060	7060	7272
	- Assistant	4923	4923	5071
Wrestling	- Head Coach	7060	7060	7272
	- Assistant	4923	4923	5071
Baseball	- Head Coach	6557	6557	6754
	- Assistant	4787	4787	4931
Softball	- Head Coach	6557	6557	6754
	- Assistant	4787	4787	4931
Track	- Head Coach	6557	6557	6754
	- Assistant	4787	4787	4931
Cross Country	- Head Coach	5388	5388	5550
Soccer	- Boys Head Coach	5864	5864	6040
	- Assistant	3887	3887	4004
Soccer	- Girls Head Coach	5864	5864	6040
	- Assistant	3887	3887	4004
Basketball	- 7th & 8th Boys Coach	3067	3067	3159
Basketball	- 7th & 8th Girls Coach	3067	3067	3159
Basketball	- 7th & 8th Coordinator	1000	1000	1030
Cheerleading	- Head Coach	4076	4076	4198
	- Assistant	4076	4076	4198

The Board may eliminate any of the above advisor/coaching positions or create any additional advisor/coaching positions as it so deems necessary.

The Board and the Association will mutually develop an evaluation procedure for extracurricular and cocurricular positions, encompassing one page.

Employees returning to the same position shall receive no less than they received in the preceding year.

SCHEDULE D

SECRETARIAL STAFF SALARY GUIDE AND AGREEMENT

A. Members of the secretarial staff shall receive the benefits of tenure upon the receipt of the fourth contract and the required days work as approved by the Board.

B. The secretarial staff shall receive the following paid holidays when school is closed:

New Year's Day  
Day before and Day after New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Easter Monday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day and Day after  
Christmas Day  
The Day before and the Day after Christmas

Secretaries shall receive the same holidays during the Christmas break as certificated staff.

C. Secretaries shall work thirty-seven and one-half (37-1/2) hours per week. The hours of work may be set up by the immediate supervisor and employee as best meets the needs of the school or area of work. Copies of the working hours of all secretarial employees must be filed with the Superintendent of Schools.

D. 1. All secretaries employed by the Board shall be paid in accordance with the proper step of the salary guide in effect at the time of employment.

2. In the event of a vacancy, any secretary presently employed may be given consideration in filling said vacancy.

3. An employee entering the system for the first time shall not be paid on a higher step on the guide in effect than one already employed with like experience and qualifications.

E. The following paid vacation schedule shall apply to the secretarial staff:

After 1 year of employment	- 1 week
After 2 years of employment	- 2 weeks
After 10 years of employment	- 3 weeks
After 11 years of employment	- 16 days
After 12 years of employment	- 17 days
After 13 years of employment	- 18 days
After 14 years of employment	- 19 days
After 15 years of employment	- 20 days

F. Employees will be paid on the same days as certificated staff in December.

G. Secretaries will be released from duty whenever certificated staff are released from duty for the NJEA Convention.

1. Salary Guide Effective 2004-05

STEP		CATEGORY A	CATEGORY B
OLD	NEW		
1	1-2	32770	32023
2	3	32970	32219
3	4	34080	33304
4	5	35230	34427
5	6	36420	35590
6	7	37670	36812
7	8	39760	38854

2. Salary Guide Effective 2005-06

STEP		CATEGORY A	CATEGORY B
OLD	NEW		
***	1	32810	32063
1-2	2-3	33810	33040
3	4	34810	34017
4	5	35970	35151
5	6	37165	36319
6	7	38415	37540
7	8	40415	39495
8	8	40415	39495

3. Salary Guide Effective 2006-07

STEP		CATEGORY A	CATEGORY B
OLD	NEW		
***	1	34640	33851
1	2	35790	34975
2-3	3-4	36940	36099
4	5	38090	37223
5	6	39240	38347
6	7	41540	39471
7	8	41540	40594

a. Any secretary able to take and transcribe dictation will be placed in Category A.

(1) To qualify, secretaries will be required to take dictation at the rate of eighty (80) words per minute for three (3) minutes and to transcribe same accurately.

(2) If a secretary qualifies for the above, the secretary must inform the Superintendent by April 1 of the preceding year.

H. Reductions in force and recall from RIF shall be by seniority.

I. Secretarial staff will receive a longevity provision of \$300 per year after twenty-five (25) years.

SCHEDULE E

INSTRUCTIONAL ASSISTANTS SALARY GUIDES

STEP	2004-05	2005-06	2006-07
1	15.40	16.20	17.05
2	16.26	17.06	17.90

The C-Print Captionist shall receive an additional payment of \$1.50 per hour for services requiring that skill.

Reductions in force and recall from RIF shall be by seniority.

All full time Instructional Assistants shall be salaried and receive equal paychecks based on annualized pay of their hourly rate. Full time Instructional Assistants will not be required to file time sheets.

SCHEDULE F

LIBRARY CLERK SALARY GUIDE

2004-05	24,319
2005-06	25,510
2006-07	26,760





Donald Burkhardt  
Superintendent  
Manville Public Schools  
410 Brooks Boulevard  
Manville, NJ 08835

Dear Dr. Burkhardt:

Enclosed is a "perfect" copy of the revised agreement between the Board of Education and the Manville Education Association. Please review it for completeness. You may want to give a copy to the Association so they can start their review now. If you do, tell them that you are reviewing it simultaneously, so you made also detect something needing correction.

Thank you for your assistance in this matter.

Very truly yours,

Garry M. Whalen  
TAYLOR, WHALEN AND HYBBENETH

Bill Render  
NJEA - Somerset  
47 East Main Street  
Flemington, NJ 08087-0217

RE: Manville Contract

Dear Bill:

Enclosed is a copy of the revised contract between the Manville Board of Education and the Manville Education Association. Please review it and call/fax any changes.

Thank you.

Very truly yours,

Garry M. Whalen  
TAYLOR, WHALEN AND HYBBENETH

cc: Don Burkhardt, Superintendent



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