CONTRACT BETWEEN

THE COLTS NECK TOWNSHIP BOARD OF EDUCATION

AND

THE COLTS NECK TOWNSHIP EDUCATION ASSOCIATION - SUPPORT STAFF MEMBERS

JULY 1, 2021 THROUGH JUNE 30, 2024

COLTS NECK TOWNSHIP EDUCATION ASSOCIATION
SUPPORT STAFF MEMBERS

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PREAMBLE

THIS AGREEMENT entered into as of July 1, 2021, by and between the Board of Education of Colts Neck Township, New Jersey, hereinafter referred to as the "Board" and the Colts Neck Township Education Association, hereinafter referred to as the "Association".

ARTICLE I
RECOGNITION

A. Bargaining Unit

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Education Association (hereinafter referred to as CNTEA) as the exclusive and sole representative for collective negotiations for terms and conditions of employment for all persons hereto agreed by the Board and the Association to be covered by this contract. Those covered by the contract are identified as both full time and part time employed:

1. Head Custodians, Custodians, and Maintenance/Electricians
2. Principals' Secretaries
3. Guidance Secretary
4. Instructional Assistants
5. Lunch/Recess Aides
6. Computer Application Support Specialists
7. Transportation Aides
8. Kindergarten Instructional Assistants
9. Groundskeeper

B. Definition of Member of Bargaining Unit

Unless otherwise indicated, the term "employee" or "member" when used herein shall refer to a member or members of the bargaining unit as defined above.

C. Anytime the words bargaining unit are used they shall mean the Colts Neck Township Education Association.

ARTICLE II
NEGOTIATION OF SUCCESSOR CONTRACT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor contract, in accordance with Title 34:13A-1 through 13A-13, in a good faith effort to reach agreement on matters concerning the terms and conditions of members' employment. Such negotiations shall begin prior to the expiration of the current contract in compliance with Public Employees Relations Commission (hereinafter referred to as PERC) regulations. The first actual bargaining session will be scheduled by the parties prior to January 31st.

Any contract so negotiated shall apply to all Association members, be reduced to writing, and be submitted to the Association and Board for a ratification vote. Upon adoption, the contract shall be signed.

B. Modification

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

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall mean a complaint by a member or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting the terms and conditions of employment of a member or a group of members.

2. An "aggrieved party" is the person, persons, or the Association making the complaint.

3. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Procedure

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. A grievance to be considered under this procedure must be initiated by the aggrieved party within thirty (30) calendar days, excluding scheduled school breaks, of the knowledge of the occurrence. Failure to adhere to the thirty (30) calendar days timeline, excluding scheduled school breaks, shall result in the grievance being waived. If a grievable situation occurs during the time school is not in session during the summer, the time period may commence if both parties are agreeable with the first day that school reconvenes in September.

3. After a grievance is presented in writing, nothing contained herein shall be construed as limiting the right of an aggrieved party to discuss the matter informally with any appropriate member of the administration.

4. An aggrieved party may be represented at all levels of the grievance procedure by himself, or at his/her option, the Association.

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

6. It is understood that the aggrieved party shall 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.

7. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.

8. In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party to the grievance, the time limits set forth herein may with mutual agreement of the parties be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

9. No reprisals of any kind shall be taken by the Board, any member of the administration, or by any member of the Association against any party to the grievance by reason of his/her participation in the grievance procedure.

C. <u>Implementation</u>

1. A party with a grievance shall first discuss it with the Principal or immediate supervisor except when covered by paragraph C.3. below, either directly or through the Association, with the objective of resolving the matter informally.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, the member shall set forth the grievance, in writing, to the Principal or immediate supervisor specifying:

   a. the nature of the grievance

b. the nature and extent of the injury, loss, or inconvenience
c. the interpretation of previous discussions
d. the dissatisfactions with decisions previously rendered
e. the specific remedy sought, where feasible
f. the date of the occurrence giving rise to the grievance
g. date the grievance is filed
h. specific provision of the contract or specific board policy allegedly violated

The formal grievance procedure shall begin with this notice.

The Principal shall communicate his/her decision to the aggrieved party in writing within ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, of receipt of the written grievance.

3. When the grievance is considered by the grievant to be unrelated to or beyond the purview of his/her Principal or immediate supervisor, the grievant may circumvent same but will forward a copy of the grievance to his/her immediate supervisor at the time of its initiation. The final determination to allow circumvention of the Principal or immediate supervisor will be at the sole discretion of the Superintendent or his/her designee.

   The Superintendent's decision will be rendered in writing to the grievant and his/her Principal or immediate supervisor within ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, following his/her receipt of the written grievance.

4. The aggrieved party, no later than ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, after receipt of the Principal's or immediate supervisor's decision, may appeal the Principal's or immediate supervisor's decision to the Superintendent. The appeal to the Superintendent must be made in duplicate, reciting the matter submitted to the Principal or immediate supervisor as specified above and the member's dissatisfaction with decisions previously rendered. The Superintendent will forward one (1) copy of the appeal to the President of the Association. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days. The Superintendent shall communicate the decision in writing to the aggrieved party, the Principal or immediate supervisor, and the President of the Association.

5. If the grievance is not resolved to the aggrieved party's satisfaction, the member may request, no later than ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, after receipt of the Superintendent's decision, a review by the Board. The request shall be

submitted in writing through the Board Secretary who shall attach papers only related to the grievance and forward the request to the Board within ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, of its receipt from the aggrieved party. The Board shall review the grievance and, at the option of the Board or the aggrieved party, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the Association, the Association shall have the right to be present as observers. The President of the Board or his/her designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty (30) calendar days, excluding scheduled school breaks and/or scheduled vacation days, of receipt of the grievance by the Board.

6. If the aggrieved party is dissatisfied with the decision of the Board, the member may request in writing within ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, that the Association submit the grievance to arbitration. If the Association wishes review by a third party, the Association shall notify the Board within ten (10) calendar days, excluding scheduled school breaks and/or scheduled vacation days, after receipt of the aggrieved party's request and may submit the grievance to arbitration within fifteen (15) calendar days, excluding scheduled school breaks and/or scheduled vacation days, after receipt of the aggrieved party's request.

   The following grievances shall not be deemed arbitrable:

   a. any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education.

   b. any matter which according to law is either beyond the scope of Board authority or limited to action by Board alone.

D. Arbitration Procedure

The following procedure shall be used to secure the services of an arbitrator:

1. A request by either party to the grievance may be made to the Public Employment Relations Commission (PERC) and the parties agree to be bound by the rules of PERC.

2. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. The arbitrator shall not have the right or authority to add to or subtract from the precise language of the agreement.

3. The arbitrator's decision shall be binding on the parties or advisory to the parties as specified.

a. Only grievances alleging that there has been a violation of the express written terms of this negotiated agreement shall be subject to binding arbitration.

b. Grievances concerning the interpretation, application or alleged violation of statutes, Board policies and administration decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment shall be subject only to advisory arbitration.

E. Costs

1. Each party to the grievance shall bear the total costs incurred by them.

2. The fees and expenses of the arbitrator are the only costs which shall be shared by the parties to the grievance and such costs shall be shared equally.

3. A member who is required to attend an arbitration proceeding and, because of this attendance is unable to perform his/her duties, will be paid for his/her normal work day.

4. If time is lost by a member who is not required by the arbitrator for the arbitration proceedings and necessitating the retention of a substitute, the Board shall pay only the cost of the substitute. The time lost by the member must be charged to available personal leave or Association business days.

ARTICLE IV
BOARD OF EDUCATION RIGHTS

A. The Board, on its own behalf and on behalf of the citizens of the Township of Colts Neck, hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey, and of the United States, including, but not limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its members while said members are engaged in the performance of their duties;

2. To hire, promote, transfer, assign, and retain members in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against members with just cause;

3. To maintain efficiency of the school district operations entrusted to them;

4. To determine the methods, means and personnel by which such operations are to be conducted; and

5. To take actions that are necessary to carry out the mission of the school district in situations of emergency.

B. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof in conformance with the constitution and laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under Title 18A, School Laws of New Jersey, or any other laws or regulations as they pertain to education.

D. Any dialogue between employer and member is to be conducted in a professional manner.

ARTICLE V
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Use of School Facilities

The Association and its representatives shall have the privilege to use school buildings at all reasonable times outside of school hours for meetings, provided the desired facility is not otherwise in use, and prior approval of the building Principal is obtained or entered in the facility use program (i.e. School Dude). Any extra costs from building use shall be paid for by the Association in accordance with building use guidelines.

B. Use of School Equipment

The Association shall have the privilege to use, in accordance with school policy, school facilities and equipment, including typewriters, copy machines, voice mail, e-mail, computers, school technology, bulletin boards in non-student areas, any other duplicating equipment, calculating machines, and all types of multi-media equipment at reasonable times outside of school hours, providing such equipment is not otherwise in use and providing the building principal regards the equipment as being in satisfactory condition for the extra use. The Association shall furnish materials and supplies incidental to such use and pay reasonable costs for repair necessitated as a result of such use. This privilege is extended solely for the purpose of conducting Association business.

C. Mail Facilities and Mailboxes

The Association shall have the right to use interschool mail facilities and school mailboxes, e-mail, voice mail, and phones as it deems necessary and without the approval of building principals or other administrative approval.

D. Association Business Days

Up to an aggregate of five (5) Association business days shall be allowed for staff representatives of the Association to attend conferences and conventions of state and national affiliated organizations, or to conduct Association business. This released time will be granted, as required for the occasions stipulated, during the period of September 1st through June 30th for ten (10) month members and July 1st through June 30th for twelve (12) month members upon prior notification to the building Principal or applicable supervisor of the impending absence.

The person(s) utilizing the released time shall be chosen by the Association President or his/her designated representative. The Board or its representative shall not deny such leave when requested under this section.

ARTICLE VI
MEMBER RIGHTS AND RESPONSIBILITIES

A. Member positions eligible for a scheduled duty-free lunch period or mealtime and/or a break shall be specifically identified in the Articles representing each member position of this contract.

B. The lengths of the work year and day are as stated in the Articles representing each member position of this contract.

C. Criticism of a member by a supervisor, administrator, or Board member shall be made in confidence and not in public forum.

D. Criticism by a member of the administration or the Board shall be made in confidence and not in public forum.

E. No member shall be dismissed or reduced in compensation except under conditions provided or allowed by law.

F. No member shall be reprimanded or disciplined without just cause.

G. An employment contract may be severed upon sixty (60) days' notice, in writing by either the member or the Board.

H. In case a reduction in force is necessitated by lower enrollment or by other circumstances totally unrelated to individual member job performance, prior

members will be notified if a similar position becomes available within the next twelve (12) months.

The member shall notify the administration of his/her interest in the position within one (1) week from the date of notification.

I. A notice of vacancy in all district positions shall be sent to each school for posting and the Board encourages in-district members to apply. Those members who desire to apply for such vacancies must be properly certified and must submit in writing to the appropriate administrator, or immediate supervisor, a letter of interest, resume, and a copy of the appropriate New Jersey certificate or license within the time limits specified in the notice. When a vacancy described in the notice is filled, the appropriate administrator, or immediate supervisor, may destroy all information submitted for the said position in accordance with the appropriate statutes.

J. Members shall not be coerced into volunteering for extended year program/summer programs, and/or for extracurricular and group activities.

K. Whenever any member is required to appear before any administrator or supervisor, Board or any committee (or member thereof) concerning any matter which could be disciplinary in nature, said member shall be given two (2) school days prior written notice of meeting, the reasons for such meeting(s) or interview(s), and shall be entitled to have a representative(s) of the Association advise or represent him/her during such meeting(s) or interview(s). The notice shall include the reasons for such meeting. The two (2) school day notice could be waived in the event of a student safety issue and time shall be given to secure an Association representative(s).

L. Compensation for mileage shall be at the NJOMB rate. If the NJOMB rate is no longer required as a result of a PERC/Court decision or applicable legislation or regulation, then the reimbursement will revert back to the contractual IRS rate unless there is a state mandated rate in which case the state mandated rate shall apply as long as it is in effect.

M. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, assessments, or other such sessions which a member is required or requested to take by the administration.

N. If, for some reason a member needs to leave earlier than the normal end of the work day, such a request shall be cleared through the Building Principal or immediate supervisor.

O. Members may be required to remain after the end of the regular work day for the purpose of attending meetings. Administration or immediate supervisor shall limit, except in cases of emergency, the number of meetings to no more than one (1)

per month and shall not exceed more than sixty (60) minutes. Administration or immediate supervisor, in consultation with the staff, will designate the day of the week for the meeting. Meetings which take place after the regular in-school times and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, except in cases of emergency as determined by either Administration or the Superintendent. Hourly members will be compensated at their hourly rate.

P. Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the bargaining unit and its affiliates for the purpose of engaging in collective negotiations and other concerted legal activities for mutual aid and protection. The Board shall not discriminate against any member by reason of his/her membership in the bargaining unit and its affiliates or his/her participation in any lawful activities of the bargaining unit and its affiliates.

Q. The Board shall not discriminate with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin, other characteristics protected by law or Union activity. Nothing contained in this Agreement shall be construed to deny or restrict to any member such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

R. Members shall receive a copy of any and all disciplinary material placed in their personnel file. Members shall be entitled to attach a response to reprimands, complaints, or any other material to be placed in their personnel file. Members must be informed when formal documentation is filed.

S. Members shall recognize and honor the Board's obligation to protect confidentiality of student and member information and shall not disclose such information to other persons except as necessary to the performance of their duties.

T. With prior appointment, members shall have the right to review the contents of their personnel file. Upon request, members shall be entitled to a copy of any material contained in their personnel file.

ARTICLE VII
TEMPORARY LEAVES OF ABSENCE

A. Members shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year:

1. Personal

   a. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the member's immediate supervisor for personal

leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to submit request via submission to the district absence program (i.e. Aesop).

At the end of each school year, any unused personal days shall be applied to sick leave days.

b. New ten (10) month members hired on or after September 1st will be allotted leave time for personal, legal business, household, or family matters on a prorated basis according to the following: 0.3 day per number of months between the date of employment and June 30th; 2.1 - 2.2 days = 2.0 days; 2.3 - 2.6 days = 2.5 days; 2.7 - 2.9 days = 3.0 days.

c. New twelve (12) month members hired on or after July 1st will be allotted leave time for personal, legal business, household, or family matters on a prorated basis according to the following: 0.25 day per number of months between the date of employment and June 30th; 2.25 days = 2.5 days; 2.75 days = 3.0 days.

d. New members will be given credit for a full month if they work any time before the 15th.

2. Legal

Time necessary for appearance in any legal proceeding connected with the member's employment or with the school system, except an action by that member against the Board, if the member is required by law to attend.

3. Family Death

a. Up to five (5) days total per occurrence in the event of death in the immediate family wherever domiciled, or any relative domiciled in the member's residence. This leave is to be taken following the death of the immediate family member.

b. The immediate family is defined as:

(1) Spouse and children,
(2) Father and mother,
(3) Stepfather and stepmother, stepchildren;
(4) Sisters and brothers,
(5) Grandparents,
(6) Grandchildren, and
(7) Corresponding in-laws defined as:

i. Father-in-law and mother-in-law,
ii. Sister-in-law and brother-in-law,
iii. Son-in-law and daughter-in-law, and
iv. Grandparent-in-law.

c. Up to three (3) days total annually in the event of death of family other than the immediate family as defined in paragraph 3.b. above.

d. Additional circumstances and/or leave for death may be granted, with or without pay, upon approval of the Superintendent.

4. Serious Family Illness

a. Up to five (5) days total annually in the event of serious illness in the immediate family (defined above) wherever domiciled, or any relative domiciled in the member's residence.

Up to three (3) days total annually in the event of serious illness of other family members not residing in the household of the member.

b. An explanation of the nature of the family member's illness shall be provided on the leave form such as Acute Medical Incident, Medical Consultation or Medical Treatment. This provision does not include routine medical, dental, chiropractic and/or vision appointments.

c. Medical certification may be required indicating the nature of the serious illness and shall be granted for hospitalization, out-patient services, and surgery.

d. Additional circumstances and/or leave for serious illness may be granted, with or without pay, upon approval of the Superintendent.

5. Other Leaves

a. Other leaves of absence, with or without pay, may be granted by the Board for good reason.

b. Jury duty will be granted for as long as the member is required to attend said jury duty. A jury duty attendance letter must be submitted to the Superintendent's office upon completion of jury duty.

B. Accumulative Sick Leave

Leaves taken pursuant to paragraph A. above shall be in addition to negotiated accumulative sick leave to which each full-time member is entitled. Part-time members' sick leave shall be prorated.

C. Prorated Sick Leave

New members hired after September 1st will be allotted sick days on a prorated basis according to the following formula: one (1) sick day per number of months between the date of employment and June 30th. New members will be given credit for a full month if they work any time before the 15th.

D. When, in the judgment of the Board there is good cause to doubt the validity of a sick leave claim, the Board may require a physician's certificate to be filed, by the member, with the Board Secretary to verify the sick leave claim before the leave is granted with pay.

E. For purposes of this Article, a part-time member's day shall be defined as the number of hours normally worked daily by that member.

F. Professional Day/School Business Day

1. A professional day is to be defined as a day requested by the member and approved by the immediate supervisor and Superintendent to attend a workshop, conference, seminar, observation, etc., outside of the school district. It is non-chargeable to any other leave under this Article.

2. A school business day is to be defined as a day on which the administration requests a member to attend any of the above activities outside of the district or participate in a district approved activity. It is non-chargeable to any other leave under this Article.

3. Attendance at meetings by members within the district will be considered no different than a regular workday.

4. Members presenting outside of the district who receive no compensation for the presentation will be granted a professional day for said presentation provided it occurs during the regularly scheduled work day and is approved by the Superintendent.

G. Sick Leave Bank

The Board shall establish a Sick Leave Bank for all members of the Association Support Staff. This bank is established to provide compensable leave coverage to members who are absent for an extended period due to catastrophic illness or injury. This bank shall operate in accordance with the following rules and regulations.

1. The sick leave bank shall be administered by a committee which shall be comprised of three (3) members selected by the Superintendent and three (3) members selected by the Association.

2. The committee shall establish standards and procedures that it deems appropriate for the operation of the sick leave bank.

3. A member with thirty (30) days accumulated sick leave may donate to the Sick Leave Bank. Sick days from the annual allotment of ten (10) days may not be donated. Written notice must be given to the members desiring to donate a minimum of one (1) day from accumulated sick days or personal days during the enrollment period, prior to any member's request to utilize the Sick Leave Bank. The annual enrollment period in which to donate sick days shall be from June 1st to June 30th. The contributed sick day(s) will be deducted from the member's accumulated sick or personal leave on July 1st. If a member retires from the District prior to the designated enrollment period, the member may make a one-time donation of sick days to the Bank.

4. A member's contributions shall be voluntary.

5. The Sick Leave Bank shall be available only to those members who:

   a. have exhausted all earned and accumulated sick leave; and

   b. have a physician's certification of a serious illness; and

   c. have been absent a minimum of thirty (30) consecutive workdays; any exceptions may be appealed to the Board.

6. Use of Sick Leave Bank days for intermittent leave, for serious illness may be granted by the Board.

7. A member who is eligible to utilize the Sick Leave bank must submit a written request to the Superintendent or his/her designee. The request shall outline the nature of the problem and the reason(s) for the requested use of the bank. This request shall also include medical verification of illness, injury or disability. Verification of continued disability will be required at quarterly intervals. The Board reserves the right to have the member examined by medical personnel of its choice at the Board's expense.

8. A member's utilization of the Sick Leave Bank shall be subject to the approval of the Sick Leave Committee.

9. A member is limited to no more than one hundred and fifty (150) Sick Leave Bank days in a three (3) year period.

10. Utilization of the Sick Leave Bank in any subsequent school year shall be subject to the required approval of the designated committee. As of the commencement of a new school year, a member must exhaust all new

entitlements for that year, including sick days, personal days, and vacation days, prior to being eligible for use of the Sick Leave Bank.

ARTICLE VIII
EXTENDED LEAVES OF ABSENCE

A. A leave of absence of up to two (2) years shall be granted to any member who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any of such or similar programs or accepts a Fulbright scholarship.

The leave shall be available only upon Board approval after submission of appropriate documentation confirming the member's participation in an established and recognized program as described in this section.

B. A member shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

The leave shall be available only upon Board approval after submission of appropriate documentation confirming the member's participation in an established and recognized program of the nature described in this section.

C. Eligibility

To be eligible for salary increment, a member must work at least six (6) months for a twelve (12) month position and five (5) months for a ten (10) month position in the school year in which the extended contractual leave commences or terminates.

D. Notifications

1. The member must provide their request in writing to the Superintendent for extended contractual leave no less than thirty (30) days prior to the commencement of leave, or as soon as the member knows of it.

2. In order to receive an offer of re-employment, the member must notify the Superintendent in writing of their intent to return to their position:

   a. For ten (10) month members, prior to April 1st for the following September.

   b. For twelve (12) month members, prior to February 1st for the following July.

3. A request for extension in the leave must be made in writing to the Superintendent and shall be subject to Board approval.

E. Regulation of Leave

1. The Board reserves the right to regulate the commencement and termination date of an anticipated contractual or statutory leave in order to preserve the continuity of operations.

2. When the Board regulates such leave, the member shall be considered to be on an unpaid involuntary leave and shall be entitled to all sick leave and insurance benefits during the period of contractual and/or statutory leave pursuant to the negotiated agreement and rules of the insurance carrier.

F. Election to Work

The member may elect to continue to work:

1. Until the member's physician and the Board physician agree that the member is medically unable to continue working, or

2. provided there is a difference of medical opinion between the member's physician and the Board's physician, then the two (2) physicians shall agree in good faith on a third (3rd) impartial physician who shall examine the member and whose medical opinion shall be conclusive. The cost of the third (3rd) physician's examination shall be borne by the Board.

G. Leave Types

1. Contractual/Eligibility

To be eligible for contractual leave, a member must have worked at least one (1) year prior to the commencement of the extended leave.

a. Disability

Contractual leave may be granted for disability reasons following the exhaustion of the member's available statutory leave at the sole discretion of the Board.

b. Child-Care

(1) Available at the end of the disability period or

(2) In the case of paternal child-care leave or the adoption of a child, upon the birth of a child or the date of custody of the child. If within two (2) weeks after commencement of said leave the adoption or birth is not successful, the leave shall be waived upon the request of the applicant.

(3) Terminates at the end of the contract year in which the leave is granted. An extension beyond the end of the contract year of one (1) additional year or other adjustment in the duration of the leave shall be at the sole and full discretion of the Board.

c. Voluntary Unpaid

A member on a voluntary unpaid leave of absence shall not be eligible to receive health benefits except as provided by statute. Voluntary unpaid leave of absence does not apply to members utilizing FMLA and/or NJFLA.

d. Involuntary Unpaid

A member who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, pursuant to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.

e. Care of Family Member

An unpaid contractual leave of absence of up to one (1) year shall be granted for the purpose of caring for a serious illness for a member of the member's immediate family (husband, wife, children, father, mother, step-father, step-mother, step-children, sisters and brothers, grandparents, grandchildren, and corresponding in-laws (i.e., father-in-law and mother-in law, sister-in-law and brother in law, son-in-law and daughter-in-law, and grandparent-in-law), wherever domiciled, or any familial member domiciled in the member's residence. This leave may be renewed for one (1) additional year with Board approval.

2. Other

a. Educational (Sabbatical) – paid, partially paid or unpaid leave is subject to Superintendent and Board approval. These leaves generally shall be of such a nature that the granting of them will benefit the Colts Neck Township School District. Application for such leave shall be made to the Superintendent no later than thirty (30) calendar days prior to the commencement of the leave period.

b. Personal – extended personal leave shall be requested in writing to the Superintendent. The Superintendent may approve the leave and submit the leave request to the Board for their approval.

3. FMLA

Administration of FMLA shall be in accordance with prevailing statutes.

4. NJFLA

Administration of NJFLA shall be in accordance with prevailing statutes.

H. Return to Work

1. All benefits to which a member was entitled at the time the leave commenced including, but not limited to unused accumulated sick leave, shall be restored to the member upon the member's return.

2. The member must notify the Superintendent in writing of their intent to return to work at least thirty (30) days prior to the termination of their leave.

ARTICLE IX
INSURANCE

A. The Direct Access 15/25 health insurance plan (also referred to as the "base plan"), shall be provided for all members. Premiums for such coverage shall be paid by the Board with all applicable member contributions to be made through payroll deductions consistent with P.L. 2011, c. 78, Tier IV, regardless of any sunset provision contained therein.

All members will have the opportunity at open enrollment to voluntarily enroll in a less costly plan. If any member chooses to select a less costly health insurance plan, the Board agrees to pay a rebate equal to 30% of the District's savings between the difference in the cost of the base plan and the plan selected. Effective June 30, 2022, the Board will no longer pay a rebate of 30% of the District's savings between the base plan and the plan selected.

The Board shall have the flexibility to replace the base plan with other carriers that shall provide substantially equal or better benefits than the base plan.

Members are considered full-time if they work a minimum of thirty (30) hours per week on a regular basis in order to receive health/dental insurance benefits.

B. New Members

The Board shall provide to members the base plan single medical coverage only. These members have the right to purchase dependent coverage or alternate coverage at their own expense at the group rate. The Board shall offer members the base plan family medical coverage upon completion of three (3) years of employment in the Colts Neck Township School District. Members may opt for expanded available coverage at their own expense.

C. Medical and Dental Benefits

1. The Board shall offer those members who have medical coverage the option to receive a stipend in lieu of medical benefits. Members will be eligible for the stipend either upon the date of hire or during the open enrollment period in May of each year. The stipend will be paid at the end of each school year. It will be based on the type of coverage the member is entitled to and shall be capped based on the following twelve (12) month premium coverage:

$1,200 – Single Coverage
$1,700 – Parent and Child Coverage
$2,600 – Husband and Wife Coverage
$3,000 – Family Coverage

New members hired after September 1st who opt not to receive medical and dental benefits will receive a prorated stipend based on the date they were hired to June 30th.

The stipend is subject to standard payroll taxes. Every effort shall be made to pay the stipend no later than June 30th of that school year.

a. Members who have waived coverage may re-enter by applying during the enrollment period each year.

b. A hardship provision for re-entry is available which allows members and their families to re-enter the program on an immediate basis when there is a loss of coverage by a spouse resulting from:

(1) Termination of employment
(2) Legal separation (copy of decree required)
(3) Group contract/policy terminated
(4) Divorce (copy of decree required)
(5) Death (copy of certificate required)
(6) Military discharge (Form DD214 required)

2. The Board shall provide to members single only dental coverage. These members have the right to purchase dependent coverage or alternate coverage at their own expense at the group rate. The Board shall offer members family dental coverage upon completion of three (3) years of employment in the Colts Neck Township School District. The Board shall pay in full the premium cost of enrollment in the dental plan. Members may opt for expanded dental coverage at their own expense.

3. Members shall have the option to buy up to PPO, comprehensive or any other plan that is available.

D. All retired members with less than twenty-five (25) years of service will be eligible to participate in the medical health insurance plan provided by the Board insurance carrier. All costs of the plan for the retiree will be paid for by the retiree.

E. Board agrees to underwrite losses of personal property, other than cars and other means of transportation, used in the teaching effort up to five hundred dollars ($500) per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing insurance policy.

F. The Board may offer a voluntary flexible spending insurance program. Start-up costs and legal costs shall be borne by the Board. Annual fees shall be borne by members of CNTEA and individual participant fees shall be borne by the individual member.

G. No part-time member working less than thirty (30) hours per week shall be entitled to any benefit of this Article.

ARTICLE X
SALARY GUIDE PLACEMENT

A. A member employed after February 1st will remain on the same salary step and will not receive credit towards the next increment step for the following year.

B. On Guide

Movement through the salary guide is diagonal, unless stipulated during negotiations. In the event there is no new agreement in place by July 1, 2024, there shall be no guide movement (increment) until the parties have mutually agreed upon a successor agreement to the contract which expires on June 30, 2024.

ARTICLE XI
DEDUCTIONS FROM SALARY

A. 1. The Board agrees to make authorized salary deductions for the following organizations: deduct from the salaries of its members' dues for the Colts Neck Township Education Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association or any one or any combination of such Associations as said members 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, together with records of any corrections, shall be transmitted to the Membership Chair of the Colts Neck Township Education Association by the 15th of each month following the monthly pay period on which deductions were made. The Colts Neck Township Education Association Membership Chair shall disburse such

monies to the appropriate association or associations. Member authorization shall be in writing in the form set forth below:

AUTHORIZATION

Name _____ S.S. # _____
School Building _____ District Colts Neck Township

To: Disbursing Officer, Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all of its officers from any liability therefore.

I designate the Colts Neck Township Education Association to receive dues and distribute according to the organization(s) indicated:

Colts Neck Township Education Association	$
Monmouth County Education Association	$
New Jersey Education Association	$
National Education Association	$

2. The Colts Neck Township Education Association shall certify to the Board in writing the current rate of the above membership dues.

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

B. Other legal deductions from members' salaries for local, state and/or national association services and programs may be made, subject to Board approval. The Board shall promptly transmit the deducted monies to the designated association or associations.

C. Agency Shop

In accordance with Chapter 477 P.L. 1979, amendments to C.123, the Board may deduct an agency fee from bargaining unit members who are not members of the Colts Neck Township Education Association at the direction of a member but is not required to do so.

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee which may be paid by non-members will be eighty five percent (85%) of that amount.

In accordance with the provisions of Chapter 477 and unless otherwise provided in this Agreement, the mechanics for the deduction of representation fees and the 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. The Association shall indemnify and hold the Board 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 Board in conformance with this provision.

No legal rights or prerogatives may be denied or circumvented by the foregoing statement.

E. The Board shall provide a payroll deduction for the purpose of IRA contributions. Members may elect to participate in a 403B and/or a 457 tax deferred savings plan.

F. Members employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments from September 1st through June 30th. Those wishing summer pay shall have ten percent (10%) of their gross monthly salary deducted from each month from September 1st through June 30th. Members selecting this option shall receive four (4) equal payments payable during July and August. Payments shall be made on the 15th and 30th of each month. Members selecting the ten (10) month option shall receive their final checks on the last working day in June.

ARTICLE XII
RENEWAL/NON-RENEWAL PROCEDURE

On or before May 15th of each year, the Board shall give to each member excluding Instructional Assistants, Kindergarten Instructional Assistants and Transportation Aides:

A. A written offer of a contract for employment for the next succeeding year, providing at least the same terms and conditions of employment, but with such increase in salary and benefits as may be required by law, or

B. A written notification by the Superintendent or Business Administrator ten (10) calendar days prior to the regularly scheduled Board meeting to consider contracts, that the Board does not intend to offer such employment, and requesting the member to exercise one of the following options:

1. To receive written notice from the Board that such employment shall not be offered, or

2. To submit a letter of resignation.

3. A member who has been given notice of non-renewal of his/her contract may, if he/she so requests, be given reasons in writing and an opportunity, if desired, to discuss the matter informally with the Board or a committee thereof.

C. The contract notification date for Instructional Assistants, Kindergarten Instructional Assistants and Transportation Aides shall be May 15th when the Board has sufficient information about the availability of the position by that date, or, if sufficient information about the position is not known by May 15th, then notification shall be as soon thereafter as is practical when the availability of the position is known.

ARTICLE XIII
STAFF DEVELOPMENT

A. Reimbursement is provided for ten (10) month and twelve (12) month members who have worked for the district for four (4) full years and who work twenty (20) or more hours weekly. Anyone who commenced employment prior to July 1, 2018 shall be reimbursed after one (1) full year of service provided the member works twenty (20) or more hours weekly.

B. Reimbursement of expenses is provided to members for course work, workshops and/or seminars, which are consistent with the member's duties and responsibilities or within the educational goals of the district provided that the member is in a "paid" status. Enrollment in courses, workshops and/or seminars must receive the approval of the member's supervisor and the Superintendent prior to his/her attendance.

C. There will be a district cap of $10,000 for tuition reimbursement from July 1st through June 30th of each contract year.

D. Members who commenced employment prior to July 1, 2018 who have completed one (1) calendar year of employment in the district may apply to the Superintendent for reimbursement of undergraduate or graduate tuition. All coursework must receive approval prior to the member's attendance. Members who commenced employment on or after July 1, 2018 are only eligible for this benefit after four (4) full years of service to the District.

Reimbursement shall be based upon the following:

1. The application for reimbursement for undergraduate or graduate tuition shall be approved in writing within fifteen (15) calendar days of submission, prior to the commencement of the graduate course, by the Superintendent.

2. Undergraduate or graduate credits may be earned at any accredited institution, including on-line courses.

3. Upon successful completion and documentation of a grade of "B" or better (if a course is pass/fail then a passing grade is required), payment will be made to the member.

4. Disbursement of tuition reimbursement will be as follows:

   a. Members shall be allowed reimbursement for a maximum of six (6) credits in the summer, fall, or spring semesters each, but no more than twelve (12) credits per school year. If the account still has money available after reimbursement has been given to all members up to twelve (12) credits, then additional monies will be reimbursed for members taking greater than twelve (12) credits following the same procedure outlined in this Article.

   b. Members may submit requests for reimbursement throughout the year, which shall be kept on file in the Business Office and with the CNTEA designee. The last date for submission of reimbursement requests shall be June 30th.

   c. For reimbursement, members shall submit a copy of his/her grade, course voucher, and proof of payment for each course upon its completion.

   d. After June 30th, reimbursement per credit shall be distributed equally up to one hundred percent (100%) of cost per credit until no monies remain in the account. The total number of credits taken will be divided into the total money available. This amount will then be multiplied by the number of credits taken by each individual. Members will be reimbursed up to the total tuition cost. Anything greater will then be put back into the account for the procedure to be repeated again and given to members not receiving one hundred percent (100%) of the maximum twelve (12) credits.

   e. Members shall be compensated no later than September 1st.

E. The dismissal of a member would automatically disqualify the member from reimbursement for any course taken after the official termination of the contract. The resignation of a member prior to the last day of the current school calendar would automatically disqualify the member from reimbursement for any course taken during that school year.

F. Any member resigning less than one (1) calendar year from the anniversary date following the completion of a course shall be obligated to repay the District 50% of the costs of the courses taken during the calendar year of the resignation. Any member resigning less than two (2) calendar years from the anniversary date following the completion of the course shall be obligated to repay the District twenty-five percent (25%) of the costs of the courses taken two years preceding the resignation.

G. The Business Office will forward to the designated CNTEA contact a copy of all approved member reimbursement applications as they are approved.

ARTICLE XIV
RETIREMENT BENEFIT

A. For members who commenced employment on or before July 1, 2009 and following fifteen (15) years employment in the Colts Neck School District, the retiring member shall receive a one-time payment of one thousand six hundred dollars ($1,600). This benefit will be provided subject to the following conditions:

1. Written notice of intent to retire must be submitted to the Superintendent prior to February 1st of the year in which the retirement will occur. If the notification is not timely, the member may make application by letter, consistent with this article, the following year only.

2. The member retiring will receive the benefit during July, subsequent to having submitted the notification described above.

B. Accumulated Sick Leave

Following fifteen (15) years of employment in the Colts Neck School District, the retiring member shall be compensated for accumulated sick leave under the following conditions:

1. Written notice of intent to retire must be submitted to the Superintendent prior to February 1st of the year in which the retirement will occur. If the notification is not timely, the member may make application by letter, consistent with this article, the following year only.

The member retiring will receive fifty five dollars ($55) for each accumulated sick leave day over ten (10) days up to a maximum amount of three thousand nine hundred and sixty dollars ($3,960).

ARTICLE XV
HEAD CUSTODIAN WORK DAY/YEAR
CUSTODIAN WORK DAY/YEAR
MAINTENANCE/ WORK DAY/YEAR

Unless otherwise indicated, the term "custodian" when used herein shall refer to Head Custodian, Custodian, and Maintenance.

1. a. Twelve (12) month position; eight (8) hours work a day, including a thirty (30) minute mealtime and one (1) fifteen (15) minute break. All overtime must be approved, by the Facilities Manager or Business Administrator, preferably prior to working.

   b. Any custodian who leaves the building during mealtime must clock out upon leaving and clock in upon returning. Not more than one (1) custodian at a time per building may leave the premises during mealtime without approval from the Building Administrator or Facilities Manager.

   c. With the exception of mealtime, a custodian shall not leave school property during working hours without prior approval by the Facilities Manager or Building Administrator.

   d. The custodians work schedule may follow the day/night shift schedule with the exception of the Winter, Spring, and Summer break periods noted in the annual district school calendar.

2. Regular overtime is paid at time-and-a-half; Sunday overtime is at double time. Overtime is defined as that time worked in excess of forty (40) hours per week. Paid sick days are not counted for this purpose as time worked. Overtime on Saturday and Sunday shall consist of a minimum of three (3) hours of work. Any custodian asked to work Saturday or Sunday/Holiday, gets paid time-and-a-half on Saturday and double time on Sunday/Holiday. Members shall use all time not required by the contracted organization to complete jobs assigned by the Building Administrator, the Facilities Manager and/or Head Custodians.

3. Custodians shall be assigned overtime on a rotating basis in their respective buildings. If the custodians refuse overtime in their respective buildings, such overtime will be assigned to another regular custodian or substitute custodian employed in the school district.

4. A schedule of thirteen (13) holidays shall be issued concurrent with the issuance of contracts per the school calendar and designated by the Business Administrator. Prior to the Business Administrator's identification of the thirteen (13) holidays, a custodian and an association representative shall have the opportunity to meet with the Business Administrator to discuss the custodians' holiday suggestions.

5. Each custodian shall be allowed twelve (12) sick days leave annually and unused days shall be accumulative.

6. a. Custodians with up to three (3) years of service shall be entitled to ten (10) vacation days annually. From four (4) years and up to ten (10) years of service, custodians shall be entitled to fifteen (15) days' vacation annually. After eleven (11) or more years of service, custodians shall be entitled to twenty (20) days' vacation annually. Vacation days are not cumulative and cannot be carried over from one year to the next.

   b. Earned vacation shall be available each July 1st based on years of service earned during the prior contract year.

   c. For any new custodian commencing employment, vacation days shall be prorated for the first year of employment with the member eligible to take vacation after July 1st of that calendar year. Prorating of vacation days shall only occur during the first year of employment.

   d. Vacation time must be approved by the Facilities Manager and Business Administrator.

7. Attendance is required on days that schools are closed for weather reasons, and custodians will work a standard workday of eight (8) hours or until snow is removed and directed otherwise by immediate supervisor.

8. All custodians and maintenance staff are required to have a Black Seal License. The Board shall pay the costs for the initial training and license of existing custodians who do not have the required Black Seal License, and for the renewal of all Black Seal Licenses. Reimbursement shall be payable upon submission of proof of payment to Business Office following successful completion of the initial training, initial acquisition of the Black Seal License, and/or renewal of the Black Seal License.

9. Calendar for vacations shall be arranged with the Facilities Manager to correspond to the school calendar. Custodians are encouraged to take a majority of their vacation time during the school year. No more than one (1) custodian in each building may be on vacation at the same time during the month of August.

10. Validated emergency service (reporting for work when called outside regularly scheduled hours, in emergencies) by custodians will be compensated as follows:

    a. For reporting to his/her immediately upon being notified of emergency, $39.00 per occurrence.

    b. For working a full hour or part of an hour over fifteen (15) minutes, workdays and Saturdays (12:01 A.M. through 11:59 P.M., time-and-a-half; on Sundays and holidays, double-time.)

The custodian's voucher will be validated by the Building Administrator and Facilities Manager.

11. The Board will designate a custodian in each school building as building Head Custodian. Compensation for this position will be two thousand five hundred dollars (*$2,500*) annually which shall be prorated if not assigned for a full year.

12. Custodians regularly working the night shift shall receive one thousand dollars (*$1,000*) per year above their guide level salary.

13. Each custodian shall receive an annual allotment of up to one hundred fifty dollars (*$150.00*) for slip resistant, steel-toed and/or district approved shoes. A receipt demonstrating proof of purchase shall be submitted to the Business Administrator for reimbursement.

14. Ninety (90) days' notice will be provided to custodial staff prior to contracting with an outside service.

15. Annually, each Custodian will receive seasonal three (3) uniforms (i.e. three (3) pairs of pants, three (3) long-sleeved shirts, three (3) short-sleeved shirts, two (2) sweatshirts, rain gear, and one (1) winter coat biannually. These uniforms must be worn during his/her working hours in the district.

16. Custodian(s) may be offered additional duties consisting of, but not limited to, clerical, mechanical, and transportation in nature. Custodian(s) have full discretion to accept or reject said additional duties after scheduled daily hours are completed. Should a custodian choose to accept said additional duties, they shall be compensated in accordance with the minimum hourly wage of the respective position which would normally perform the responsibility.

HEAD CUSTODIAN AND CUSTODIAN GUIDE				
		Move One Step	Move One Step	Move One Step
Step	Custodian Base 2020-21	Custodian 2021-22	Custodian 2022-23	Custodian 2023-24
1	30,842	30,942	31,182	31,262
2	31,192	31,292	31,532	31,612
3	31,592	31,692	31,932	32,012
4	31,992	32,092	32,332	32,412
5	32,392	32,492	32,732	32,812
6	32,792	32,892	33,132	33,212
7	33,442	33,542	33,632	33,712
8	34,692	34,792	34,882	34,962
9	35,992	36,092	36,182	36,262
10	37,292	37,392	37,482	37,562
11	38,592	38,692	38,782	38,862

12	39,942	40,042	40,132	40,212
13	41,322	41,422	41,512	41,592
14	42,712	42,822	42,912	42,992
15	44,212	44,322	44,412	44,492
16	46,012	46,122	46,262	46,342
17	48,162	48,222	48,412	48,492
18	50,352	50,412	50,562	50,642
19	52,452	52,612	52,762	52,842
20	54,627	54,812	54,962	55,132

MAINTENANCE GUIDE							
			Move One Step		Move One Step		Move One Step
Step	Maintenance Base 20-21	Step	Maintenance 2021-22	Step	Maintenance 2022-23	Step	Maintenance 2023-24
1	35,084	1	36,294	1	37,559	1	39,184
2	35,384	2	36,594	2	37,859	2	39.484
3	35,784	3	36,994	3	38,259	3	39,884
4	36,284	4	37,494	4	38,759	4	40,384
5-6	36,934	5	38,144	5	39,409	5	41,034
7	37,584	6-7	38,794	6	40,059	6	41,684
8	38,334	8	39,544	7-8	40,809	7	42,434
9	39,334	9	40,544	9	41,809	8-9	43,434
10	40,334	10	41,544	10	42,809	10	44,434
11	41,534	11	42,544	11	43,809	11	45,434
12	42,734	12	43,544	12	44,809	12	46,434
13	43,934	13	44,744	13	45,809	13	47,434
14	45,134	14	45,944	14	47,009	14	48,634
15	46,334	15	47,144	15	48,209	15	49,834
16	47,534	16	48,344	16	49,409	16	51,034
17	48,734	17	49,544	17	50,609	17	52,234
18	50,184	18	50,994	18	52,009	18	53,534
19	51,634	19	52,444	19	53,409	19	54,834
20	53,109	20	53,919	20	54,809	20	56,234
21	54,584	21	55,394	21	56,209	21	57,634
22	56,064	22	56,874	22	57,689	22	59,114

ARTICLE XVI
GROUNDSKEEPER WORK DAY/YEAR

1. During a part-time four (4) hour work day, a groundskeeper shall be entitled to one fifteen (15) minute break. If a groundskeeper works an eight (8) hour day, the groundskeeper shall be entitled to one fifteen (15) minute break and one thirty (30) minute lunch/dinner break.

   a. Any groundskeeper who leaves the district during lunch/dinner break must clock out upon leaving and clock in upon returning.

   b. With the exception of lunch/dinner break, a groundskeeper shall not leave school property during working hours without prior approval by the Facilities Manager.

2. Part-time, hourly groundskeepers shall not be entitled to benefits identified in Article VII. TEMPORARY LEAVES OF ABSENCE, Article VIII. EXTENDED LEAVES OF ABSENCE, Article XIV RETIREMENT BENEFIT, or Article IX. INSURANCE.

3. The Facilities Manager reserves the right to schedule training for all members identified under the title groundskeeper.

4. Hourly rate:

GROUNDSKEEPER (Position Eliminated)**				
		Step 1 for 2021-22	Move One Step	Move One Step
Step	Groundskeeper Base 2020-21	Groundskeeper 2021-22	Groundskeeper 2022-23	Groundskeeper 2023-24
1	15.84			
2	15.96			
3	16.23			
4	16.51			
5	16.76			
6	17.01			
7	17.26			
8	17.51			
9	17.76			
10	18.01			

ARTICLE XVI
PRINCIPAL SECRETARY WORK DAY/YEAR

1. Annual term of employment ten (10) months, September 1st through June 30th, and twenty (20) days rendered July 1st through August 31st. During the period September 1st through June 30th, the secretary is employed on all days when school is open for administrative staff, including those preceding the opening of school in September and following the close of school in June. The twenty (20) days of employment over the summer must be coordinated and approved by the Building Principal and submitted to the Superintendent by June 30th. If a conflict arises among secretaries regarding vacation leave, the senior secretary (longevity) will receive preference.

2. From September 1st through June 30th, the work day shall be eight (8) hours daily which includes a thirty (30) minute mealtime and one (1) fifteen (15) minute break. The daily workday schedule shall be determined by the Building Principal and approved by the Superintendent.

3. Sick leave for term of employment is eleven (11) days accumulative.

4. On delayed opening days school secretaries shall report to work no less than thirty (30) minutes prior to the delayed opening schedule for students.

   On early closing days, school secretaries may leave as permitted by the Superintendent or building Administrator.

5. Secretaries may be offered additional duties after scheduled daily hours are completed, consisting of, but not limited to, transportation, mechanical and custodial in nature. Secretaries have full discretion to accept or reject said additional duties. Should a secretary choose to accept said additional duties, she shall be compensated in accordance with the minimum hourly wage of the respective position, which would normally perform the responsibility.

PRINCIPAL SECRETARY GUIDE				
Step	Principal Secretary Base 2020-21	Move One Step Principal Secretary 2021-22	Move One Step Principal Secretary 2022-23	Move One Step Principal Secretary 2023-24
1	39,384	40,799	42,214	43,774
2	39,684	41,099	42,514	44,074
3	39,984	41,399	42,814	44,374
4	40,484	41,899	43,314	44,774
5	40,984	42,399	43,814	45,274
6	41,484	43,099	44,514	45,974
7	42,234	43,899	45,314	46,774
8	43,234	44,799	46,214	47,674
9	44,234	45,699	47,124	48,599
10	45,234	46,649	48,074	49,549
11	46,234	47,649	49,074	50,524
12	47,234	48,649	50,074	51,524
13	48,234	49,649	51,074	52,524

ARTICLE XVII
GUIDANCE SECRETARY WORK DAY/YEAR

1. Annual term of employment ten (10) months, September 1st through June 30th, and twenty (20) days rendered July 1st through August 31st. During the period September 1st through June 30th, the secretary is employed on all days when school is open for administrative staff, including those preceding the opening of school in September and following the close of school in June. The twenty (20) days of employment over the summer must be coordinated and approved by the Building Principal and submitted to the Superintendent by June 30th. If a conflict arises among secretaries regarding vacation leave, the senior secretary (longevity) will receive preference.

2. From September 1st through June 30th, the work day shall be eight (8) hours daily which includes a thirty (30) minute mealtime and one (1) fifteen (15) minute break. The daily workday schedule shall be determined by the Building Principal and approved by the Superintendent.

3. Sick leave for term of employment is eleven (11) days accumulative.

4. On delayed opening days school secretaries shall report to work no less than thirty (30) minutes prior to the delayed opening schedule for students.

   On early closing days, school secretaries may leave as permitted by the Superintendent or building Administrator.

5. Secretaries may be offered additional duties after scheduled daily hours are completed, consisting of, but not limited to, transportation, mechanical and custodial in nature. Secretaries have full discretion to accept or reject said additional duties. Should a secretary choose to accept said additional duties, she shall be compensated in accordance with the minimum hourly wage of the respective position which would normally perform the responsibility.

GUIDANCE SECRETARY GUIDE				
		Move One Step	Move One Step	Move One Step
Step	Guidance Secretary Base 2020-21	Guidance Secretary 2021-22	Guidance Secretary 2022-23	Guidance Secretary 2023-24
1	36,605	36,605	36,605	36,605
2	36,855	38,608	40,115	41,720
3	37,105	38,858	40,365	41,970
4	37,355	39,108	40,615	42,220
5	37,605	39,358	40,865	42,470
6	38,105	39,858	41,365	42,970
7	38,855	40,608	42,115	43,720
8	39,855	41,358	42,865	44,470
9	40,855	42,358	43,865	45,470
10	41,855	43,358	44,865	46,470
11	42,855	44,358	45,865	47,470
12	43,855	45,358	46,865	48,470
13	44,855	46,358	47,865	49,470

ARTICLE XVIII
INSTRUCTIONAL ASSISTANT WORK DAY/YEAR

1. The work year shall be:

   No more than 184 days.

2. Hourly pay for Instructional Assistants includes thirty (30) minute mealtime for aides working four (4) or more hours per day.

3. Instructional Assistants may be offered additional duties after scheduled daily hours are completed consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature. Instructional Assistants have full discretion to accept or reject said additional duties. Should an Instructional Assistant choose to accept said additional duties, he/she shall be compensated in accordance with the minimum hourly wage of the respective position which would normally perform the responsibility.

4. Instructional Assistants will be required to attend three (3) staff development days, one of which will include the district orientation day, which they are to be compensated for their time at their hourly rate that is relevant to their assignment. Instructional Assistants may be included in discussions of implementation of special needs children's educational process, at the district's discretion.

5. Instructional Assistants assigned to work with Special Education students in a 1:1 capacity and who participate in self-contained Special Education settings designed to service students with Autism through the implementation of Applied Behavioral Analysis procedures as a primary modality of instruction shall receive an annual stipend of $700. This applies to staff that require on-going training in Autism related procedures or who possess the Registered Behavioral Technician (RBT) certification while working in the 1:1 capacity.

INSTRUCTIONAL ASSISTANT GUIDE				
		Move One Step	Move One Step	Move One Step
Step	Instructional Assistant Base 2020-21	Instructional Assistant 2021-22	Instructional Assistant 2022-23	Instructional Assistant 2023-24
1	13.01	15.00	15.00	15.00
2	13.18	15.05	15.13	15.19
3	13.35	15.10	15.26	15.38
4	13.55	15.15	15.31	15.46
5	13.75	15.20	15.36	15.54
6	14.00	15.25	15.41	15.59
7	14.47	15.30	15.46	15.64
8	14.96	15.35	15.51	15.69
9	15.46	15.50	15.66	15.84
10	15.96	16.05	16.21	16.39
11	16.47	16.56	16.72	16.90
12	17.02	17.11	17.27	17.45
13	17.57	17.66	17.82	18.00
14	18.12	18.21	18.37	18.55

15	18.88	18.97	19.13	19.31
16	19.71	19.80	19.95	20.13
17	20.55	20.64	20.79	20.97
18	21.48	21.57	21.72	21.92
19	22.43	22.52	22.67	22.87
20	23.33	23.53	23.68	23.88

ARTICLE XIX
KINDERGARTEN INSTRUCTIONAL ASSISTANTS WORK DAY/YEAR

1. The work year shall be 184 days, 5.75 hours per day.

2. Hourly pay for Kindergarten Instructional Assistants includes a thirty (30) minute lunch break.

3. Kindergarten Instructional Assistants may be offered additional duties after scheduled daily hours are completed consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature. Kindergarten Instructional Assistants have full discretion to accept or reject said additional duties. Should a Kindergarten Instructional Assistant choose to accept said additional duties, she/he shall be compensated in accordance with the minimum hourly wage of the respective position which would normally perform the responsibility.

4. Kindergarten Assistants shall be required to attend two (2) staff development days and one(1) district orientation day. Kindergarten Instructional Assistants shall be compensated for their time at these days at their hourly rate. Kindergarten Instructional Assistants may be required to attend meetings concerning implementation of students' educational programs, at the district's discretion, for which they will be compensated at their hourly rate.

4. Hourly rates:

KINDERGARTEN INSTRUCTIONAL ASSISTANT				
		Move One Step	Move One Step	Move One Step
Step	Kindergarten Instructional Assistant Base 2020-21	Kindergarten Instructional Assistant 2021-22	Kindergarten Instructional Assistant 2022-23	Kindergarten Instructional Assistant 2023-24
1	18.15	21.00	21.00	21.00
2	18.33	21.05	21.27	21.48
3	18.55	21.10	21.32	21.53
4	18.76	21.15	21.37	21.58
5	18.96	21.20	21.42	21.63
6	19.16	21.25	21.47	21.68
7	19.36	21.30	21.52	21.73
8	19.56	21.35	21.57	21.78
9	19.76	21.40	21.62	21.83
10	19.96	21.45	21.67	21.88

ARTICLE XX
LUNCH/RECESS AIDE WORK DAY/YEAR

1. The work year shall be:

   No more than 173 days.

2. The workday shall be a minimum of two (2) hours and thirty (30) minutes.

3. The Building Principal shall assign lunch and/or recess duty, and related responsibilities.

4. Lunch/Recess Aides may be offered additional duties after scheduled daily hours are completed consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature after scheduled daily hours are completed. Lunch/Recess Aides have full discretion to accept or reject said additional duties. Should an aide choose to accept said additional duties, he/she shall be compensated in accordance with the minimum hourly wage of the respective position, which would normally perform the responsibility.

5. Lunch/Recess Aides shall be required to attend one (1) district orientation day. Aides will be compensated for the duration of the orientation day at their hourly rate that is relevant to the assignment.

LUNCH-RECESS AIDE GUIDE				
		Move One Step	Move One Step	Move One Step
Step	Lunch/Recess Aide Base 2020-21	Lunch/Recess Aide 2021-22	Lunch/Recess Aide 2022-23	Lunch/Recess Aide 2023-24
1	12.52	15.00	15.00	15.00
2	12.67	15.03	15.08	15.14
3	12.82	15.06	15.16	15.28
4	12.97	15.09	15.19	15.34
5	13.15	15.12	15.22	15.40
6	13.40	15.15	15.25	15.43
7	13.85	15.18	15.28	15.46
8	14.33	15.21	15.31	15.49
9	14.82	15.24	15.34	15.52
10	15.31	15.40	15.50	15.68
11	15.81	15.90	16.00	16.18
12	16.31	16.40	16.50	16.68
13	16.81	16.90	17.00	17.18
14	17.34	17.43	17.53	17.71
15	18.11	18.20	18.30	18.48
16	18.91	19.00	19.10	19.28
17	19.73	19.82	19.92	20.10
18	20.65	20.74	20.84	21.04
19	21.59	21.68	21.78	21.98
20	22.44	22.64	22.74	22.94

ARTICLE XXI
COMPUTER APPLICATION SUPPORT SPECIALIST WORK DAY/YEAR

1. The work year shall be:

   No more than 184 days.

2. The workday shall be eight (8) hours which includes a thirty (30) minute mealtime and one (1) fifteen (15) minute break. Summer hours will be compensated at the member's current hourly rate.

3. Computer Application Support Specialists may be offered after scheduled daily hours are completed additional duties consisting of, but not limited to, clerical, transportation, mechanical and custodial in nature. Computer Application Support Specialists have full discretion to accept or reject said additional duties. Should a specialist choose to accept said additional duties, he/she shall be compensated in accordance with the minimum hourly wage of the respective position, which would normally perform the responsibility.

4. Computer Application Support Specialists will be required to attend three (3) staff development days, one of which will include the district orientation day.

5. Computer Application Support Specialists may be required to attend a maximum of two (2) additional extended days for in-service training, which they are to be compensated at their hourly rate.

COMPUTER APPLICATION SUPPORT SPECIALIST				
		Move One Step	Move One Step	Move One Step
Step	Computer App. Support Specialist Base 2020-21	Computer App. Support Specialist 2021-22	Computer App. Support Specialist 2022-23	Computer App. Support Specialist 2023-24
1	20.99	21.34	21.62	21.80
2	21.68	21.94	22.22	22.40
3	22.38	22.54	22.82	23.00
4	23.11	23.24	23.42	23.60
5	23.80	23.89	24.02	24.20
6	24.50	24.55	24.67	24.85
7	25.20	25.25	25.37	25.50
8	26.90	26.95	26.45	26.50
9	27.60	27.65	27.65	27.70
10	28.70	28.75	28.80	28.85

ARTICLE XXII
TRANSPORTATION AIDE WORK DAY/YEAR

1. The work year shall be no more than 183 days. The 182nd day is for attendance at the district's Orientation Day in September, and the 183rd day is for in-service and transportation issues.

   Transportation Aides transporting out of district students must also work on days when those schools are open for students. However, if over 183 working days in the normal school year are involved, these transportation aides shall be compensated for any additional hours at their hourly rate.

2. Hourly pay for transportation aides shall include two (2) fifteen (15) minute breaks each day for aides working four (4) or more hours a day.

3. Transportation Aides may be offered after scheduled daily hours are completed additional duties consisting of, but not limited to, clerical, mechanical and custodial in nature after scheduled daily hours are completed. Transportation Aides have full discretion to accept or reject said additional duties. Should an aide choose to accept said additional duties, he/she shall be compensated in accordance with the minimum hourly wage of the respective position, which would normally perform the responsibility.

4. When additional time is required, beyond the contract hours he/she will be paid by voucher. After thirty (30) calendar days, his/her contract may be amended to reflect the additional time.

5. Members who work during summer recess will be allowed up to five (5) days off, without pay, if able to find approved coverage.

TRANSPORTATION AIDE				
		Move One Step	Move One Step	Move One Step
Step	Transportation Aide Base	Transportation Aide 2021-22	Transportation Aide 2022-23	Transportation Aide 2023-24
1	13.15	15.00	15.00	15.00
2	13.30	15.05	15.12	15.18
3	13.45	15.10	15.25	15.37
4	13.65	15.15	15.30	15.45
5	13.85	15.20	15.35	15.53
6	14.05	15.25	15.40	15.58
7	14.30	15.30	15.45	15.63
8	14.55	15.35	15.50	15.68
9	14.90	15.45	15.60	15.78
10	15.40	15.49	15.64	15.82
11	15.90	15.99	16.14	16.32
12	16.40	16.49	16.64	16.82
13	17.00	17.09	17.24	17.42
14	17.65	17.74	17.89	18.07
15	18.40	18.49	18.64	18.82
16	19.20	19.29	19.44	19.62
17	20.00	20.09	20.24	20.42
18	20.70	20.79	20.94	21.14
19	21.40	21.49	21.64	21.84
20	22.10	22.30	22.45	22.65

ARTICLE XXIII
DURATION OF CONTRACT

This contract shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2024. The contract will remain in full force and effect for the full period of three (3) years.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective representatives and attested by their seals.

COLTS NECK TOWNSHIP EDUCATION ASSOCIATION – SUPPORT STAFF MEMBERS

By: _____
Karin Londono, President

By: _____
Dee Pollak, Negotiations Chairperson

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By: _____
Kathryn Gizzo, President

By: _____
Vincent S. Marasco, Business Administrator/Board Secretary