

AGREEMENT

BETWEEN

**THE OLD BRIDGE TOWNSHIP
EDUCATION ASSOCIATION**

AND

**BOARD OF EDUCATION
2009-2012**

PREAMBLE

This Agreement entered into this first day of July, 2009 by and between the Board of Education of the Township of Old Bridge, New Jersey, hereinafter called the "Board" and the Old Bridge Education Association, hereinafter called the "Association."

WITNESSETH

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of the Township of Old Bridge is their mutual aim and that the quality and morale of the staff are a significant factor in quality education. Resolved, in consideration of the following mutual covenants it is hereby agreed as follows:

ARTICLE I RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel listed as follows: teachers, guidance personnel, psychologists, social workers, certified school nurses, registered nurses, learning disability teacher consultants, speech and, language specialists, librarians, secretaries and clerks, substitutes), paraprofessional aides, custodians, fieldmen, maintenance men, technology staff, attendance officer(s), bus aides, bus drivers, and mechanics.

B. It is agreed that the following titles shall not be members of the bargaining unit: Superintendent's Secretaries, Assistant Superintendents' Secretaries, and Business Administrator's Secretary, Executive Assistant-Personnel.

C. Unless otherwise indicated the term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above, and references to male employees shall include female employees.

ARTICLE II NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than December 1 of each calendar year. The Association further agrees to initially provide the Superintendent of Schools with the text of said proposals not later than November 30th.

B. During negotiations, the Board and Association shall present relevant non-confidential data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association non-confidential data and information as may be relevant to the negotiation process. The Board shall provide the Association with estimated budget amounts for expenditures for the next year which will not be affected by negotiations between the Board and the Association on the next business day following the business day when the Superintendent places the figures in the Board's information packet.

C. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the school Board and the membership of the Association for ratification, decision, or vote. Any agreements of the parties will be reduced to writing and will become binding for the period of the agreement when ratified and signed.

D. Except as this Agreement shall herein otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement, as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Proposed new rules and/or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

E. Nothing herein shall be construed to prevent any official from meeting with an employee organization for the purpose of hearing the views and requests of its members in such unit so long as (a) the majority representative is informed of the meeting; (b) any changes or modifications in the terms and conditions of employment are made only through negotiations with the majority representative; and (c) a minority organization shall not process grievances.

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

ARTICLE III GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a complaint about the interpretation, application, or alleged violation of policies, agreements, or administrative decisions affecting an employee or group of employees.
2. A "school day" is any weekday including weekdays when school is not in session.

B. Purpose

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 welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such meeting and to state its views.

C. Procedure

1. Such grievance shall be filed within thirty (30) school days of the date of the grievance or the date that the employee or group of employees should have reasonable knowledge of the grievance.
2. In the event a grievance is filed at such time that 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 year could result in irreparable harm to a party of interest, the time limits set forth herein shall 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.

3. Level One

An employee with a grievance shall first discuss the grievance with his/her principal or immediate supervisor, either directly or through a representative designated by the Association, with the objective of resolving the matter informally. If the complaint is not resolved informally within five (5) calendar days following the informal discussion with the principal or immediate supervisor, the grievant shall submit the grievance in writing to the principal or immediate supervisor within ten (10) calendar days after the informal discussion with the principal or immediate supervisor. The principal or immediate supervisor shall respond in writing within fifteen (15) calendar days of receipt of the written grievance.

4. Level Two

If the written response of the principal or immediate supervisor is not acceptable, the Association shall refer the grievance to the Superintendent of Schools. The written grievance must be submitted to the Superintendent of Schools within five (5) calendar days of receipt of the written response of the principal or immediate supervisor. The Superintendent of Schools, or his representative within Central Administration, shall render his decision, in writing, within thirty (30) calendar days after receipt of the written grievance.

5. Level Three

- a. In the case of a grievance about the interpretation, application, or alleged violation of the written Agreement between the Board and the Association, the final step shall be binding arbitration. The arbitrator shall be selected under the rules of the Public Employment Relations Commission. In the case of a grievance, which involves the interpretation, application, or alleged violation of the Board's policy or decisions of the Administration, which in either case is not in conflict with the Agreement, the determination by the Board shall be final.
- b. The parties agree that each will attempt a news blackout for fifteen (15) days after receipt of the arbitrator's award.
- c. The arbitrator shall be limited to the issues submitted to him and shall not add to, subtract from, or modify the terms of the Agreement.
- d. The fees and expenses of the arbitrator will be shared equally by the parties.
- e. Arbitration meetings will be held at times other than the regular school day.

D. Miscellaneous

1. Grievance meetings will be held without causing loss of pay to teachers.
2. A separate file for grievances will be maintained.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary forms shall be prepared jointly by the Superintendent and the Association and shall be given appropriate distribution to facilitate the functions of the grievance procedure.
4. All decisions rendered in the grievance procedure shall be in writing setting forth the decisions and the reasons therefore and shall be submitted promptly to all parties in interest. All meetings and hearings under this procedure shall not be conducted in public.
5. If a grievance affects a group or a class of employees, the Association may process such grievances as a single grievance submitting the grievance in writing (to so classify such grievances) at the First or Second Level, whichever is appropriate.

E. Rights of Teachers to Representation.

Any aggrieved person may be represented at all levels of the grievance procedure by himself, or, at his option, by a representative selected and approved by the Association. Copies of grievances formally submitted by an individual shall be forwarded to the Association. When an employee is not represented by the Association, the Association shall be present and may state its views at all stages of the grievance procedure.

F. The Grievance Chairperson.

The Grievance Chairperson shall be granted a half staff release day per month for the purpose of reviewing grievance issues with Central Administration. If such accommodation is mutually recognized by the parties as impractical, other arrangements may be jointly established which provide at least the same amount of release time for the chairperson.

G. All Grievances Beyond Level One.

All grievances beyond Level One shall be in writing, setting forth the following:

1. The specific nature of the grievance.
2. All sections of the Agreement, Board policies, and administrative decisions which the Association alleges have been violated.
3. All facts, sections of the Agreement, Board policies, and administrative decisions upon which the Association intends to rely to demonstrate a violation of the Agreement, Board policy, or administrative decision.
4. All remedies sought.
5. All reasons for dissatisfaction with the outcome at the previous step.
6. The administration and Board will respond to each one of the violations identified and indicate the reasons for denial.

ARTICLE IV EMPLOYEES' AND BOARD'S RIGHTS

A. The parties recognize and affirm that they are bound by the provisions of **N.J.S.A. 34:13A-1**, et seq., as amended.

B. Nothing contained herein shall be construed to deny or to restrict any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

C. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.

D. Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which may seriously or imminently adversely affect the continuation of the employee in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview. Such written notice shall inform the individual that he is entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Except in the case of tenure charges filed with the Commissioner of Education or a criminal indictment, any suspension of an employee will be with full pay.

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

F. Student grades shall be determined by the teacher upon his professional judgment within the grading policy of the Board. In cases where a student's grade is requested to be changed, the principal shall first discuss the change of grade with the teacher. If the grade is changed, the teacher may make a report in writing to the principal. Upon receipt of this report by the principal, the report will be counter-signed by the principal, one copy will be returned to the teacher and one copy will be placed in the student's file.

G. The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board exclusively. It is understood by the parties that, under the ruling of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted exclusively to it by law. The Board retains the right to hire, assign, promote and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this Agreement.

H. Registered Nurses shall serve a probationary period of ten (10) consecutive months during which time they may be dismissed from service for any reason, provided they receive sixty (60) days notice. After the probationary period discipline or dismissal shall be in accordance with Article IV, Section C, herein above.

ARTICLE V ASSOCIATION RIGHTS

A. The Association and its representatives shall have the right to use school buildings at reasonable hours for Association meetings provided approval has been granted by the Superintendent, which approval shall not be unreasonably withheld.

B. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

C. The Association shall have the right to reasonable use of school facilities and equipment including typewriters, mimeograph machines, duplicating equipment, calculating machines and audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for or replace all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

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

E. The President of the Association shall be granted time during the school day for Association business; for high school and middle school teachers, this time will be arranged as four (4) consecutive periods per day, inclusive of lunch and preparation periods. For elementary school teachers a like amount of consecutive periods will be provided.

F. Should the Board undertake to place in effect a twelve (12) month school year, the Board shall thereupon negotiate with the Association in an effort to reach an agreement concerning terms and conditions of employment applicable to a twelve (12) month school year. Any dispute arising out of the application of or failure thereof of this section shall proceed to the New Jersey Public Employment Relations Commission.

ARTICLE VI

LENGTH OF THE SCHOOL YEAR

A. 1. The in-school work year for staff employed on a ten (10) month basis, except as modified by Section B herein below, shall not exceed 184 days during the 2009-2010 school year and 185 days thereafter.

2. The in-school work year for teachers employed on an eleven (11) month basis, except as modified by Section B herein below, shall not exceed two hundred and one (201) days.

3. Teachers on a ten (10) month contract will be permitted to leave on the last day of the in-school work year provided they have satisfactorily completed all requirements for closing.

B. Newly hired teachers may be required to attend an additional three (3) days prior to the commencement of the school year, 2.5 of those days will be used for in-service training and .5 of those days will be for the staff member to work in the classroom. Second and third year teachers may be required to attend an additional two (2) days prior to the commencement of the school year, 1.5 of those days will be used for in-service training and .5 of those days will be for the staff member to work in the classroom.

ARTICLE VII TEACHING HOURS AND TEACHING LOAD

A. The elementary in-school workday shall not exceed six (6) hours and forty (40) minutes, which shall include no more than three hundred and twenty (320) minutes of classroom teaching time. The high school in-school workday shall not exceed seven (7) hours and fifteen (15) minutes which (except in pre-vocational and vocational teaching) shall include no more than five (5) classroom teaching periods. The middle school in-school workday shall not exceed the high school work day.

B. Elementary teachers shall have a daily duty-free lunch period of fifty (50) minutes and teachers at all other levels shall have a daily duty-free lunch period of at least forty-five (45) minutes.

C. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. The principal of each building shall prepare a rotating roster of teachers so that a teacher shall be available in the building each day during the regularly scheduled lunch period. During this period, aides may call upon the teachers for supervision in unusual situations or in emergencies.

D. The practice of assigning a regular teacher as a substitute, depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitute teachers are not available to cover classes, regular teachers may serve as substitutes during their non-teaching time on a voluntary basis. In the absence of volunteers, a teacher may be assigned to serve a teaching period from his duty period. Volunteers and assigned teachers shall be compensated at the rate of \$33.59 per period effective 9/1/2009 \$34.23 per period effective 9/1/2010, and \$34.85 per period effective 9/1/2011. Nothing contained above shall prevent the emergency assignment of a teacher as a substitute during a preparation period.

E. Teacher participation in extracurricular activities shall be voluntary, and shall be compensated according to the rate of pay and/or released time in Schedules B & C. In the event the Board assigns a teacher to an extracurricular activity, such assignment shall be for no more than one (1)

year. Nothing in this paragraph shall prevent the assignment of a qualified teaching staff member from within the District if no qualified employee volunteers for the position and the Board is unable to employ a qualified person from outside the District.

F. Middle school subject area coordinators shall be relieved of morning and afternoon homeroom periods.

G. Teachers may be assigned to a curriculum committee. Five (5) curriculum meetings will be held per year, not to exceed one and one half hours in duration. In addition, one (1) school faculty meeting will be held per month, not to exceed one hour beyond faculty dismissal time. At the high school level, faculty meetings will not exceed one hour past student dismissal time.

H. There will be two (2) night conferences for which there will be one half-day teacher compensatory time off for each night conference. All professionals represented by this Association will attend night conferences. Nothing contained in this paragraph shall be construed as altering the Board's managerial prerogative regarding the scheduling and number of conferences. A substitute will be provided for Kindergarten teachers during conference periods. If the board is unable to provide said substitutes, kindergarten teachers will be compensated at the rate of \$95.00 for the conference period.

I. Elementary teachers shall have four (4) forty-three minute planning periods per week. They shall also have an additional forty-three minute planning period for the sole purpose of curriculum development and/or other improvements in instruction as determined by the administration.

J 1. The Elementary Mathematics Coordinator and the Elementary Language Arts Literacy Coordinator both shall work the regular teachers' school year calendar and the established elementary school hours.

2. The duties of both coordinator positions shall be exclusive of classroom teaching responsibilities or duty periods.

3. Coordinators involved in after school or evening workshops or similar presentations will be compensated by an hour for hour flex time arrangement. The equivalent of time spent in such workshops/presentations shall be taken the next working day or where such time is not available during the first available work day immediately thereafter. Flex time will be available in units of time equivalent to actual time spent in such workshops or presentations and shall not be combined with other flex time hours to establish longer periods of time off.

K. The board will continue to make a good faith effort to provide common planning periods for teachers performing in-class support.

L. High School Laboratory Science teachers, on days when a double laboratory period is scheduled, shall teach no more than six (6) classroom teaching periods per day, inclusive of the double laboratory periods and shall not include any duty periods. Further, said teachers shall not be scheduled for nor shall they teach more than twenty-four (24) periods per week, which shall be inclusive of all laboratory periods.

M. High School Vocational Education teachers shall teach no more than six (6) classroom teaching periods per day and shall not include any duty periods. Said classroom teaching periods shall not exceed three (3) periods in succession and shall be arranged in no more than two (2) teaching blocks per day. Said schedule shall include time off between teaching blocks so as to provide teachers with the opportunity to take lunch. Said teachers shall work flexible hours and shall not be held to the regular starting or ending times of the regular school day, except that the starting time shall not be earlier than 7:25 AM and ending time shall not be later than 2: 25PM.

N. The High School workday shall include a minimum of one (1) consecutive forty-one (41) minute duty free lunch per day. Daily sign out, except on early dismissal days and days of faculty or departmental meetings, shall be 2:25 pm. Teachers shall be available to provide extra help, except on days of said meetings or on days prior to holidays, every Monday through Thursday.

O. The elementary school workday shall begin ten (10) minutes earlier effective February 1, 2001; starting time shall be 8:45 a.m. and ending time shall be 3:25 p.m. The middle and high school workday shall begin and end ten (10) minutes earlier to coordinate bus schedules.

P. All teachers shall be required to attend one (1) open house evening session per school year. Teachers and those other staff members directed to attend shall be entitled to early release on the Friday prior to the Memorial Day Weekend.

Q. Independent Study:

Students in certain limited electives that request independent study will only be placed in a class if the teacher recommends their inclusion.

R. Flex Time;

The Association agrees that management shall have the right to implement flexible scheduling for the efficiency of teaching and instruction provided that the maximum number of daily work hours remains unchanged by said flexible schedule. If implemented, management will first seek volunteers in making flexible assignments. Absent volunteers, assignments will be made. However, management agrees flexible assignments will not be made which would negatively impact on coaches and/or other paid extracurricular advisors, thereby causing them to lose their extra compensation position resulting from said flexible schedule.

ARTICLE VIII NON-TEACHING DUTIES

A. The Board, to the extent possible with existing clerical personnel, will provide assistance to teachers with the following non-teaching duties:

1. Collections:

Pupils return picture money to school in sealed envelopes and said envelopes are turned in to the principal's office. Teachers are not required to count or tally the money.

B. General Supervision

Teachers, (elementary, middle, and high school), may volunteer to perform cafeteria duty and shall be compensated at the rate of \$20.00. Said amount shall be prorated for middle schools and high school shortened lunch periods. In the absence of volunteers a teacher may be assigned to serve cafeteria duty for the appropriate compensation. Such assignment shall be made from a rotating roster of teachers. Except in an emergency, teachers may only be assigned on days when they have a planning period.

C. Transportation

1. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his building principal or immediate supervisor. He shall be compensated at the rate per mile as established by the federal government for the use of his own automobile.

2. Appropriate insurance in connection with the foregoing will be as presently provided.

D. General Requests

Custodians are on call to assist teachers with all reasonable custodial and maintenance requests. Reasonable procedures for obtaining custodial or maintenance assistance, as established by administration, will be followed.

E. Night Meetings

Any teacher or coordinator required by the board to appear at a night meeting other than those delineated in the contract shall receive \$15 and mileage to and from their home.

ARTICLE IX TEACHER EMPLOYMENT

A. 1. Previously employed teachers returning to the district on a permanent, non-substitute basis, shall be placed on their proper step of the salary guide. Previously employed teachers returning as long-term substitutes, and appointed by the Board as long-term substitutes, shall be subject to the hiring provisions set forth herein below.

2. At the time of initial hiring, teachers shall be given credit on the salary level on the salary guides upon initial employment in accordance with Schedule A as follows:

a. Up to Step 4 on the respective degree/credit salary guide for previous experience in a non-Old Bridge accredited school.

b. Credit on the appropriate Teacher Salary Guide shall be given for up to a maximum of eight (8) years of past service for previous outside teaching experience in a duly accredited school as certificated staff in the areas of Secondary Science, Secondary Mathematics, LDTC, Industrial Arts, Foreign Language, Speech Therapist, School Psychologist and Vocational Education Teacher. Industrial Arts and Vocational Education teachers may be given up to a maximum of eight (8) years experience for directly related non-educational employment in lieu of credit for teaching experience. Credit shall not exceed four (4) years for military experience and credit not to exceed two (2) years for Peace Corps or VISTA shall be given upon initial employment.

B. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th.

C. Previously accumulated unused sick leave shall be restored to all returning teachers.

ARTICLE X SALARIES

A. The salaries for all teachers covered by this Agreement are set forth in Schedule A which is hereto attached and made part hereof.

B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semimonthly installments.

3. Deductions for tax sheltered annuities, 529 Plans, 403B, 403B7, 457B, Roth 403B, summer savings, U.S. savings bonds, and the credit union shall be deposited immediately following each regular pay day.

C. Employees must arrange for direct deposit of their pay to a financial institution of their choice where funds shall be made available on pay day at the start of the financial institution's business day. Direct deposit shall be required for all employees.

D. Salaries for all Registered Nurses covered by this Agreement are set forth in Schedule J, which is hereto attached and made part hereof.

ARTICLE XI TEACHER ASSIGNMENT

A. 1. All teachers who are employed at the beginning of the school year shall be given written notice of their general subject area of assignment for the forthcoming year by June 1st or as soon as is practicable.

2. In the event of changes in such assignments, the Association and the teacher affected shall be notified promptly in writing.

B. Teachers who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate per mile as established by the state government for all driving between assignments. This shall not include mileage from the teacher's home to the home base school and return.

C. No teacher who is transferred or reassigned, or moved from one room to another or from one facility to another shall be required to move any teaching materials or supplies. Further, the board will supply up to eight (8) boxes for said move.

ARTICLE XII VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. The Superintendent shall deliver to the Association and post in all school buildings a list of all known vacancies, which shall occur during the following school year as the need to fill said vacancies become known.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

3. As soon as practicable the Superintendent shall notify the applicants and send notice to the Association of all teachers who have been reassigned or transferred.

ARTICLE XIII INVOLUNTARY TRANSFERS AND

REASSIGNMENTS

A. Notice of involuntary transfer or reassignment shall be given to teachers immediately after the regular April Board meeting, if known by then, and to all others as soon as practicable.

B. In the case of an involuntary transfer or reassignment the Administration shall meet with the involved teacher and shall inform him of the transfer or reassignment and of available positions to which he may be transferred or reassigned and shall give consideration to his choice among them.

C. Where Central Administration is not present at a meeting under Section B above, the teacher shall have the opportunity to meet with Central Administration, if such a request is made by the teacher.

ARTICLE XIV PROMOTIONS

A. All vacancies in the system shall be posted on each staff bulletin board at least two (2) weeks prior to the closing application deadline. Notice shall include job title, job description, eligibility requirements, instructions for making application and the closing date for applications. The Superintendent will forward notices of vacancies to the President of the Association.

B. All employees of the Board of Education are entitled to apply for advancement to positions of increased remuneration and/or responsibility within the school system.

C. Promptly after the Board makes its selection, the Superintendent or designee shall notify the applicants and the Association, thereof, in writing. Grievances by the unsuccessful applicant must be filed in order to be considered not later than five (5) school days after receipt of notice of selection. It is understood that grievances challenging a promotion denial on its merits cannot be submitted to arbitration.

D. All vacancies, including those which occur during summer months, will be posted on the district website at least two weeks prior to the application deadline.

ARTICLE XV SUMMER SCHOOL EMPLOYMENT

A. 1. Summer school employment opportunities, if any, will be posted no later than May 10th. Posted information will include location of positions, qualifications, period of employment, compensation and instructions for making application. Summer school compensation shall be at the current supplemental rate to establish an appropriate pay system.

2. Teaching staff members employed in the district summer school program may be subjected to one (1) classroom observation per summer. Such observation may be for not less than a forty minute period, but may continue for a full length summer school period.

3. Follow up conferences will be within five (5) summer school days of the observation. No staff member will be asked to attend a conference after the final day of summer school.

4. Observation conferences will be held to a maximum of one half hour and the affected staff member will be paid for one half hour in accordance with the current hourly rate.
5. If the Board contracts with an outside agency to run summer school, contractual provisions shall not be applicable to agency staff. Salary guide will remain in the contract.

ARTICLE XVI TEACHER EVALUATION

- A. 1. All monitoring or observations of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
2. A teacher shall be given a copy of any class observation report prepared by his evaluators at the follow-up conference, which should be held within five (5) school days following the observation upon which it is based. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. Teachers shall be required to sign only completed class observation report forms. Teachers may make a notation on the observation report that a reply to that report has been filed.
- B. 1. A teacher shall have the right, upon request, to review the non-confidential contents of his personnel file. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent, or his/her designee, for final determination.
2. No materials derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent and attached to the file copy. Rebuttals, or answers submitted by staff members, must be received by Central Administration no later than thirty (30) school days after the staff member has received the document.
3. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file.
- C. 1. Supervisory reports are to be provided for non-tenured teachers as of the start of the school year at least three (3) times a year. At least one must be done between October 1 and November 30; at least one must be done between December 1 and January 31; and one must be done between February 1 and April 1. At least one supervisory report is to be provided for tenured teachers between October 1 and April 1.
2. All non-tenured teachers whose contracts are not to be renewed shall receive written notification pursuant to the provisions of N.J.S.A. 18A:27-10. If, however, a non-tenured teacher's contract is not being renewed for reasons relating to evaluation of performance, he shall be entitled to receive notification from the Superintendent of his intentions by May 1.

D. Final evaluation of a teacher upon termination of employment shall be concluded prior to severance and no document and/or other material shall be placed in the personnel file of such teacher otherwise than in accordance with the procedure set forth in this article.

ARTICLE XVII LEAVES

A. Sick Leave:

1. All employees are granted ten (10) days of sick leave yearly. If any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulated to be used for additional sick leave as needed in subsequent years.
2. Any employee commencing employment after the start of the school year shall receive sick days equal to one day per month or major fraction thereof.

B. Personal Leave:

1. Two (2) days per year shall be allowed each member of the faculty without deduction of pay for personal reasons. Personal days shall not be granted before or after holidays or vacation recess periods, except in cases of documented emergencies. Except in emergencies, personal leave requests are to be submitted to the building principal for approval five (5) days prior to the initial date of leave. Emergency requests will be acted upon immediately.
2. Any employee commencing employment after February 1 shall receive one-half the entitlement of personal leave. Any employee commencing employment after April 30 shall not be entitled to a personal day.
3. Any unused personal days shall be accumulated in a special sick leave account. These days will only be used after regular sick leave has been exhausted and shall provide the same benefit(s) as a regular sick day.

C. Professional Leave:

1. Two (2) days per year shall be allowed each teacher without deduction of pay for observation at another school or attendance at professional conferences, either of which must be related to the teachers annual Professional Improvement Plan (PIP). Requests must be submitted to the staff member's Principal/Director for initial approval. Approved requests will then be forwarded to the Office of the Superintendent for final approval. Said requests must be received by the Superintendent's office at least one (1) week in advance.
2. Any employee commencing employment after February 1 shall receive one-half the entitlement of professional days. Any employee commencing employment after April 30 shall not be entitled to a professional day.

3. Current Professional Day forms must be used and information requested thereupon must be included. Brochures, announcements, etc. are helpful additions when requesting approval.
4. Staff will be informed annually by September 15th of parent visitation day dates, parent conference dates or other similar occasions upon which Professional Days will not be routinely approved. Exceptions to these restricted days may be made by the Office of Superintendent of Schools.
5. Available funding for Professional Days will be disbursed in a fair and equitable manner. Records will be kept of such approvals and denials, and they shall be reviewable by the Association upon written request.
6. Staff members will be notified of the unavailability of requested funds and their Professional Day form shall be expeditiously returned. Specific notation that the Professional Day will be approved if the staff member absorbs the cost shall be made on the returned form where appropriate.
7. Staff members are encouraged to seek professional leave days occurring on Tuesday, Wednesday or Thursday. Leave days will be approved on Friday or Monday when events applied for are only accessible on those days or when the time/distance of travel reasonably requires an available day before or after the visitation or conference.
8. When staffing considerations must be made by a building principal due to multiple requests for professional leave, the principal, or other immediate supervisor, shall meet with the applicants to apprise them of the circumstances and to work out a reasonable solution. In the event no voluntary solution can be accomplished, professional leave for that day will be determined by the Superintendent with input from the principal or supervisor. Staff denied leave under such circumstances shall be given priority endorsement on their next request for a professional day should the same type of situation reoccur.
9. Determinations by administration on the appropriateness of requested Professional Days should be based on general professional development, areas of certification and where it is felt that a worthwhile contribution can be made to the district.

D. Retirement Projection:

No employee shall be allowed to project his date of retirement into the future by the use of sick, personal, or compensatory days.

E. Death in Immediate Family and Immediate Family of Husband or Wife:

Five (5) consecutive weekdays (including a holiday falling on a weekday but excluding weekends) shall be allowed each employee without deduction of pay for death in the immediate family. Immediate family includes father, mother, stepfather, stepmother, wife or husband, brother, sister, brother-in-law, sister-in-law, son or daughter, mother-in-law, father-in-law, grandchildren, and grandparents living anywhere or others living within the household of the employee. Exceptional cases may be approved by the Superintendent of Schools. One (1) day at

any one time shall be allowed each teacher, without deduction of pay, for deaths of aunts, uncles, nieces and nephews.

F. Family Leave:

1. Family Leave may be applied for and utilized in accordance with State and Federal regulations. During the period of disability referred to in Section 2 below accrued sick leave may be utilized prior to the commencement of unpaid leave.

2. Requests for medical leave shall include the date of commencement and the expected date that the disability is anticipated to conclude. In cases of pregnancy, the period of disability is presumed to commence thirty (30) calendar days before the projected birth date and is presumed to end thirty (30) calendar days after the termination of the pregnancy. Any deviation from the foregoing requires the submission of a physician's certification.

3. An employee may request, in conjunction with the above or by itself, an unpaid leave of absence in connection with child rearing of a new born or newly adopted child. Such request for leave will be submitted a minimum of ninety (90) days prior to the anticipated due date or the date the leave is to commence.

4. Child rearing leave may be for a period of up to one (1) year immediately following the birth or adoption of the child, but at the Board's option it may be extended to the beginning of the next school year or semester following its anticipated expiration date.

5. In addition to the continuation of education provisions of the Family Leave Laws, when an unpaid maternity leave is requested by a staff member to commence during the first month of the school year, such leave shall commence at the start of that school year.

6. The term teacher shall mean all employees.

7. An employee's return date to employment may be extended for a reasonable period of time, not to exceed two (2) years from its original expiration date, at her request, for reasons associated with the birth, adoption or other related causes. However, the leave of absence granted a non-tenured employee hereunder may not be extended beyond the end of the next succeeding school year after which leave is obtained. Such leave shall not serve to provide tenure to a non-tenured employee.

8. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a specified time lapse between the birth and her desired date of return.

9. No employee shall be removed from her position during pregnancy and placed on maternity leave except upon one of the following:

(a) The Board has found that she is unable or unwilling to perform all normal duties associated with her position, including her normal co-curricular and extra-curricular duties normally assigned to her.

(b) The pregnant employee is found to be medically unable to continue in her position by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and employee. The opinion of the selected physician on medical capacity shall be final and binding.

G. Leave for Military Duty:

1. An employee involuntarily called into active duty of any unit of the National Guard during the time when the employee would normally be expected to be carrying out his duties in the Old Bridge Township system shall continue to be paid by the Board an amount equal to the difference between his regular pay and any pay he receives from the Federal Government for such active duty.

2. Any employee called into temporary active duty with any unit of the U.S. Reserves or National Guard will be paid as required by statute.

H. Fullbright Scholarship:

A leave of absence without pay of up to two (2) years shall be granted to any teacher who accepts a Fullbright Scholarship.

I. Staff Release:

When a staff member is directed by the Superintendent's office to perform a service to the district other than that for which the employee is regularly assigned, the employee shall be considered to be on "Staff Release" and shall be so tracked.

J. Unpaid Leave of Absence

Prior to an employee being granted an un-Paid leave of absence, all accrued paid time, (sick and personal), shall be exhausted.

ARTICLE XVIII SABBATICAL LEAVE

A. Full time teachers shall be eligible to apply for sabbatical leave for the purpose of study or educational travel after completion of seven (7) continuous years of employment in the Old Bridge School District.

B. Applications for sabbatical are to be submitted to the Superintendent no later than March 1, preceding the year in which the sabbatical leave is intended to be taken. A plan of study or educational travel is to be submitted with the application.

C. The Superintendent may recommend for Board approval up to three (3) teachers each year for sabbatical leave.

D. The term of the sabbatical leave shall be for one (1) year and shall coincide with the regular school year.

E. Teachers awarded sabbatical leave shall be compensated at the rate of one-half pay as determined by the teacher's guide for the one (1) year leave.

F. All awards under the Sabbatical Leave Program are contingent upon the participant's return to the staff of the Old Bridge Township School District for a minimum of one (1) year immediately following the completion of the sabbatical leave.

G. Any changes in study or educational travel must receive prior written approval of the Superintendent.

H. Administrative Intern

Central Administration may establish administrative intern positions annually. Any tenured staff member holding a Certificate of Eligibility or Standard Principal's or Supervisor's Certificate may apply for the position of Administrative Intern. If established, the number of Sabbatical Leave opportunities will be reduced by the number of Administrative Intern positions, except that no more than two (2) Sabbatical Leave opportunities may be used by the number of Administrative Intern positions.

ARTICLE XIX PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Classification 3 (BA+15 credits) and classification 5 (MA+30 credits) of the salary guide for teachers shall include all graduate courses and in-service courses authorized by the Superintendent of Schools and approved by the Board.

B. Except for matriculated courses for the BA+15, all course work taken for salary credit must have prior approval from the Superintendent of Schools.

C. Criteria for allocating courses beyond the bachelor's degree:

1. A professional staff member in the schools of Old Bridge Township may be granted credit on the salary guide for courses taken beyond the bachelor's degree. Such credit will be granted for courses accepted as part of a matriculated program at an accredited institution leading towards the master's degree in the field of education at a duly accredited institution and for courses taken for professional improvement authorized by the Superintendent of Schools.

In-service courses authorized by the Superintendent of Schools and approved by the Board requiring teacher attendance, are paid for by the school district and participants are eligible to receive in-service credit for salary purposes.

2. In order to receive course credit, staff members must submit to their building principals, approximately one week before registration, an application for approval of the course(s). Staff members will include with said application substantiation of the value of the course(s) based upon the following guidelines:

(a) The course is directly related to his present assignment as the teacher or administrator. Content, method and guidance courses would be creditable only on the level of the person's present assignment or certification.

(b) That the course has relevance to and value to the present assignment of the staff member.

3. Credit will not be given for duplication of courses where the basic content is unchanged.

4. Principals of buildings will "endorse" or "Pass without endorsement" all applications to the Superintendent of Schools.

5. (a) In-service education is defined as any approved professional course of study. The Superintendent will approve the curriculum and criteria for requirements for course credit and notify the Board prior to the implementation of all in-service course(s).

(b) The Superintendent will conduct a survey of the staff so that courses will reflect the interests and needs of teachers and children.

(c) Credits for approved in-service courses:

5 Two-hour Sessions 1 credit
10 Two-hour Sessions 2 credits
15 Two-hour Sessions 3 credits

(d) Board employees teaching said courses shall be compensated at the rate of:

2009 - 2010 \$43.77 per hour
2010 - 2011 \$44.61 per hour
2011 - 2012 \$45.41 per hour

(e) Teachers participating will pay a tuition of ten (10) dollars per credit hour. This fee is to be applied to the negotiated yearly course reimbursement allowance.

6. Courses approved for credit are intended to improve the performance of the staff member and are expected to directly benefit the school district.

7. Final interpretation of both the guidelines and staff substantiation shall be left to the discretion of the Superintendent of Schools.

8 It is understood that courses for credit, which are part of a matriculated program at an accredited institution leading toward the Master's Degree in the field of education, do not require any approval.

9. In order to receive reimbursement, the teacher must receive a grade of C or better in any course in which a grade is given.

D. Tenured teachers only shall be granted tuition reimbursement for approved courses at the current State college rate (including Rutgers) not to exceed six (6) credit hours per school year.

E. In order for a teacher to receive reimbursement, as defined above, he shall submit documentation by December 1 of the year following completion of the course.

F. Registered Nurses shall not be eligible for the benefits stated herein above except as follows:

1. The Board of Education shall reimburse for course work necessary as determined by the state for the maintenance of license in the form of either Continuing Education Units (CEU) or undergraduate or graduate course work.

2. Reimbursement shall not exceed the amount provided under Section D herein above. However, Central Administration shall determine the least costly method for meeting said license requirement and shall reimburse to that level, not to exceed the limits stated above.

3. The Registered Nurse shall submit to the Superintendent of Schools a copy of the licensing requirement notice, proposed course or courses to be taken to fulfill said requirement, and

appropriate application for reimbursement not less than four (4) weeks prior to the commencement of the course(s).

ARTICLE XX INSURANCE PROTECTION

A. Effective September 1, 2009, the Board of Education's share of medical insurance for 2009-2012 shall be as follows:

1. The Board will pay 100% of the cost of the School Employees' Health Benefits Program, (SEHBP), NJ Direct 10, NJ Direct 15, Aetna HMO or Cigna Healthcare at employee's choice. There will be NO contribution to premium cost. (including Paraprofessional staff members).

2. An opt out provision will be available at the following rates:

Single	\$2,000
Parent/child	\$2,000
Member/Partner	\$3,000
Family	\$3,500

3. The Board will pay 100% of the cost of a prescription plan which shall be administered through Benecard, (prescription plan subject to a fifteen dollar (\$15.00) employee co-payment), retaining mandatory generics.

4. The Board will pay 100% of the cost of a dental plan equal to Horizon Blue Cross/Blue Shield Dental Program - plan deductibles shall be \$75 individual/\$150 family. A passive dental PPO Network will be provided in addition to the traditional dental program.

5. The Board will pay 100% of the cost of an employee optical plan equal to the Vision Service Plan as administered by Paid Vision.

6. Paraprofessionals shall be entitled to all benefits listed in the sections above.

7. For purposes of insurance coverage as contained herein above and below, the annual coverage period shall commence on September 1st and shall terminate on August 31st of each year.

8. Non-Tenure Benefits:

a) Non-tenure staff who receive benefits and who are given a Sixty Day Notice of Release for cause shall continue to receive benefits for sixty (60) consecutive calendar days following the last day on which they were required to report to work.

b) Non-tenure staff who receive health benefits and who receive a Non-renewal Notice for Reasons of Economy shall continue to receive benefits through August 31st of the employment year during which the notice was issued.

c) For purposes of this section, those employees who receive health benefits but are not eligible to accrue tenure shall be treated as those employees in similar circumstances as outlined herein above.

9. Entitlement While on Leave:

a) Employees on leave pursuant to federal and/or state Family Leave Act provisions shall have their benefits continue and be paid for by the Board during said leave.

b) Employees on uncompensated leave of absence for personal or educational reasons (exclusive of Article XVIII, Sabbatical Leave) and in accordance with Board Policy shall not be entitled to insurance benefits as provided herein paid for by the Board provided herein while on said leave.

c) Employees on Sabbatical Leave, in accordance with Article XVIII, shall continue to receive benefits as contained herein paid for by the Board.

d) Employees on leave of absence due to disability, including those female employees on leave for maternity related disability, shall continue to receive benefits as provided herein paid for by the Board. Regarding disability related to maternity, the standard is thirty (30) consecutive calendar days immediately preceding and thirty (30) consecutive calendar days immediately following the delivery of the child. Said period of disability may be extended either before, after or in both instances through appropriate physician's certification.

e) Employees on unpaid personal leave of absence for Child Rearing purpose shall continue to receive benefits as provided herein paid for by the Board for the first six (6) consecutive months immediately following the period of disability related to pregnancy in such cases where the leave is contiguous with the termination of the maternity related disability. For male employees said benefit period for Child Rearing leave shall be for the first six (6) consecutive months of the unpaid leave.

Of) Employees who adopt a child shall continue to receive benefits as provided herein paid for by the Board for the first six (6) consecutive months immediately following the adoption of the child. This condition shall apply to both male and female employees.

g) Employees on an unpaid leave of absence for personal illness or injury shall continue to receive benefits as provided herein paid for by the Board for twelve (12) consecutive months commencing with the date of said unpaid leave. For purpose of this clause, unpaid leave shall presume to commence on the date immediately following the exhaustion or conclusion of paid leave.

h) For those employees eligible for and in possession of tenure or for those employees who are not eligible to accrue tenure but have more than three (3) consecutive years of employment with the Board and who may be on an unpaid leave for personal illness or injury and who have exhausted the twelve (12) month entitlement as expressed herein above shall be eligible to apply for and/or reapply for a continuation of benefits as provided herein paid for by the Board for additional periods of twelve (12) months.

10. For those Long Term Substitutes replacing staff members on leave and not receiving benefits as provided herein paid for by the Board, the Long Term Substitute shall receive benefits as provided herein paid for by the Board.

B. Retirement Medical Insurance

1. Effective July 1, 1995 employees completing at least twenty-five (25) years of service in the Old Bridge system shall be eligible for certain medical upon retirement. Such retirement, to be eligible for medical benefits, shall mean that the employee will be receiving a pension from T.P.A.F. or P.E.R.S. (excluding deferred retirements).
2. The Board will continue to pay the in-force Medicare supplement for retired employees and spouse.
3. The Board of Education shall cease providing district medical benefits for employees who retire effective July 1, 2000, or thereafter. Employees who have retired prior to that date shall continue to receive retirement medical insurance as prior contracts provided.
4. The Board of Education will provide surviving spouse coverage for employees completing at least twenty-five (25) years of service in the Old Bridge system and who are eligible for health benefits from the State of New Jersey and enroll in the New Jersey State health Benefits Program after retirement.

C. Blanket Liability Insurance.

The Board will pay 100% of the cost of blanket liability insurance, or may choose to self-insure for the same, for teachers which provides the following benefits:

Pursuant to Title 18A, Section 16-6, Paragraph 4, every employee of the Board will be saved harmless from any judgment against him resulting from his performance of duly authorized duty required by the Board.

D. Part-Time Benefits.

Part time employees as defined herein below, except those current employees who shall be grandfathered, will not be eligible for Board-funded medical insurances as provided heretofore above.

1. **Kindergarten Teacher** One (1) Half day session or less.
2. **Elementary Teacher** Working one hundred and twenty (120) consecutive teaching minutes or less per day (exclusive of passing time).
3. **Middle School Teacher** Two or less teaching periods per day in succession and not exceeding forty-five (45) minutes per period, exclusive of passing time. There shall be no other duties.
4. **High School Teacher** Same as Middle School Teacher, above, except that two consecutive mini-periods with a combined time not to exceed forty-five (45) minutes shall be considered one teaching period.
5. **Guidance Counselors** Equivalent to assigned grade level provisions.
6. **Child Study Teams** Equivalent to Elementary Teacher requirements herein above.
7. **Other Specialists** Equivalent to assigned grade level provisions as specified herein above.

8. Paraprofessionals Those who work two and one-half (2 ½) hours or less per day and not in excess of twelve and one-half (12 1/2) hours per week.

9. All other employee categories. Those who work three (3) hours or less per day and not in excess of fifteen (15) hours per week.

ARTICLE XXI TEACHER FACILITIES

A. The Board will provide space in each classroom in which teachers may store instructional materials and supplies.

B. Facilities for instructional purposes shall be recommended to the Board by a Joint Study Committee of the Instructional Council.

C. Each teacher shall be supplied with a mailbox in every school in which he or she teaches.

ARTICLE XXII EMPLOYEE-ADMINISTRATION LIAISON COUNCIL

A. The Association shall select a liaison committee of five (5) members to meet with the Superintendent and his designees to discuss problems of mutual concern. Meetings will be held by prior arrangement with the Superintendent.

B. Chairmanship of the Employee-Administration Liaison Committee shall be shared between the Superintendent of Schools and the President of the Association.

ARTICLE XXIII INSTRUCTIONAL COUNCIL

A.1. The purpose of the Council shall be to strengthen the educational program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, schools, and community. The Council may consider, but not be limited to, advising the Superintendent on such matters as curriculum improvements, teaching techniques, extracurricular programs, in-service training, pupil testing and evaluation, criteria for evaluation of teachers philosophy and educational goals of the district,

teacher recruitment, research and experimentation, educational specifications for buildings, and other related matters regarding the effective operations of the Township of Old Bridge School District.

2.The Council shall consist of five (5) representatives appointed by the Superintendent and five (5) representatives appointed by the Association. Members of the Instructional Council will be allowed one day per month for a meeting scheduled during school hours.

3.The Council shall be authorized to establish Joint Study Committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved. These committees will be comprised of equal numbers of administrators and teachers.

4.The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, and administrators.

5.The Council shall establish its own rules of procedure and shall provide for a rotating chairperson who shall be responsible for arrangements and conduct of the meetings.

6. The Council shall meet at least once per month.

B.1. The Superintendent shall consider and study all written recommendations submitted to him by the Council for action. If the Superintendent does not adopt any such recommendations, he shall state the specific reasons for such non-adoption in writing to the Council.

2.Reports to the Council or any Joint Study Committee established by the Council may include minority as well as majority views.

C. The Instructional Council shall consider the following:

1. Facilities for instructional purposes shall be recommended to the Board by a Joint Study Committee of the Instructional Council.

2. Specialists shall be employed consistent with sound educational principles. Desirable numbers of specialists for instructional purposes shall be recommended by a Joint Study Committee of the Instructional Council.

ARTICLE XXIV CURRICULUM WRITING

A. Once the administration has determined a need for curriculum to be written, the course or courses determined shall be posted to secure volunteers to complete the tasks.

B. The administration shall determine whether or not each specific curriculum to be written is a new course offering or major reconstructing or is a revision of a curriculum which is to remain relatively intact. Said determination shall also be listed on the posting as either: NEW or REVISION and shall be compensated as follows

1. New courses or major reconstruction shall be compensated for twenty (20) hours at the appropriate Supplemental Compensation rate contained in Article XXXVII. Miscellaneous Salary Provisions, Section A-3.

2. Revisions shall be compensated for (10) ten hours at the appropriate Supplemental Compensation rate contained in ARTICLE XXXVII. Miscellaneous Salary Provisions, Section A-3.

C. Upon reviewing the task, should a teacher selected to REVISE a curriculum believe that the task will actually require a major reconstruction, therefore potentially increasing the time needed to complete the task, he shall discuss the matter with the Directors of Elementary and Secondary Education PRIOR to commencing the task. If, in the determination of the Directors of Elementary and Secondary Education, the task should be elevated, he shall so authorize the employee and the Board. If not, the employee shall be so informed and may then either complete the task for compensation at the time allowed or else decline the job.

D. Absent volunteers the administration may either assign the task to a member of the Supervisory or Administrative staffs or they may order a qualified member of the Association to perform said task. In the case of the latter, anyone ordered shall always be compensated at the rate of twenty (20) hours.

ARTICLE XXV COMPLAINT PROCEDURE

A. Procedural Requirements:

A complaint by any parent, student, or other person, which does influence the evaluation of an employee, shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Supervisor:

The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint, except where confidentiality is required by law. The employee shall have the right to put in writing a response to any complaint inserted in his file. If the complaint is found to be false by the principal or immediate supervisor, all records shall be removed from the employee's file.

ARTICLE XXVI SUPERVISION OF STUDENT TEACHERS AND MENTORING PROVISIONAL TEACHERS

- A. Except in cases of unusual circumstances no teacher shall have a student teacher under his supervision or mentor a first year teacher unless said teacher has had at least three (3) years of teaching experience and at least one (1) full year of teaching in Old Bridge Township.
- B. Supervision by a teacher of a student teacher or provisional teacher shall be voluntary.
- C. Teachers acting as mentors shall be compensated in accordance with the rate established by the State Department of Education. The stipend shall be paid at the end of the mentoring process.
- D. The cost for mentoring shall be borne equally by the Board and the teacher being mentored. This portion shall be withheld as follows: 50% when paperwork is submitted after completion of 20th week and 50% when final paperwork is submitted after 30th week. In the event the teacher being mentored does not complete the school year his/her full share shall be deducted from the final paycheck.

**ARTICLE XXVII
CERTIFIED SCHOOL NURSES
AND REGISTERED NURSES**

A. Certified School Nurse

1A Certified School Nurse shall be compensated and be considered the same as a teacher.

B. Registered Nurse

A Registered Nurse shall be compensated in accordance with the general provisions of this Agreement except where specific provisions provide otherwise.

**ARTICLE XXVIII
SECRETARIES AND CLERKS**

A. Policies

All clerical personnel vacancies and/or new positions arising within the system shall be posted.

B. Work Schedule

1. The standard work week shall consist of thirty-five (35) hours. Straight time shall be paid for hours worked to forty (40) hours. Time-and one half shall be paid for all hours worked beyond forty (40) hours. All overtime shall have prior approval of the Superintendent of Schools or the Secretary of the Board of Education. Notwithstanding the 40 hour requirement, approved Saturday work will be paid at time and one half and Sunday will be paid at double time.
2. Secretaries and clerks sign in and out by offering initials in the appropriate place. Secretaries and clerks shall not be required to use time clocks.
3. Secretaries shall be required to fill out monthly attendance sheets.
4. All office personnel shall have a daily thirty-minute duty-free lunch period.
5. All office personnel shall be entitled to a daily fifteen (15) minute coffee break (away from desk) in the morning.
6. If schools are closed by order of the Superintendent after the work day has begun, hourly office personnel shall be compensated for at least four (4) hours.
7. In the event of an emergency closing, secretaries/clerks are to be released one-half hour after students. Where there is more than one secretary, one secretary shall be required to stay the one-half hour while the others may leave except where compelling considerations of student safety require a later release. This shall be done on a rotating basis.
8. In the event that schools are closed due to snow or inclement weather Secretaries/Clerks shall be affected as follows:
 - a. Ten (10) month employees shall not be required to report to work until such time as school is reopened for the teaching staff.
 - b. Twelve (12) month employees shall not be required to report to work on the first day of any such closing. On the second consecutive day of closing and consecutively thereafter, employees, by the direction of the Superintendent, may be required to report to work or else may opt to utilize personal and/or vacation time. However, secretaries/clerks shall only be required to report on those days when school administrative personnel are required to report.
9. Twelve month secretaries and clerks shall work a maximum number of 236 days a year. In the event of a leap year, the maximum number of days worked would be 237.

C. Holidays

Office personnel working the business calendar shall be granted fourteen (14) paid holidays

D. Sick Leave Benefit

1. All ten month employees shall receive ten (10) sick days. If any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulated to be used for additional sick leave as needed in subsequent years.
2. Twelve month employees shall receive twelve (12) days of sick leave per year. If any less than such person requires in any school year the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulated to be used for additional sick leave as needed in subsequent years.

3. All employees shall be notified annually of accumulated sick days as of August 1.
4. Any employee commencing employment after the start of the school year shall receive sick days equal to one (1) day per month or major fraction thereof.

E. Personal Leave

1. Two (2) days per year shall be allowed each office employee without deduction of pay for personal reasons. Except in emergencies, personal leave requests are to be submitted to the immediate supervisor for approval five (5) days prior to the initial date of leave. Emergency requests will be acted upon immediately.
2. Any ten (10) month employee commencing employment after February 1 shall receive one-half the entitlement of personal leave. Any twelve (12) month employee commencing employment after January 1 shall receive one half the entitlement of personal leave. Those hired after April 30 shall not be entitled to a personal day.
3. Any unused personal days shall be accumulated in a special sick leave account. These days will only be used after regular sick leave has been exhausted and shall provide the same benefit as a regular sick day.
4. Leaves of absence without pay, not to exceed one (1) year, may be granted by the Board for good cause shown, providing such leave is not requested for the purpose of seeking principal employment. Such leave shall not be denied arbitrarily or capriciously. If a violation exists, action may be taken against said employee in accordance with this Agreement and Title 18:A.

F. Professional Leave

1. Professional days may be granted to all personnel without pay deduction. Approval to be granted by immediate supervisor and Superintendent of Schools, following the same form procedure used by the teaching staff.
2. Any employee commencing employment after January 1 (10 month) or February 1 (12 month) shall receive one-half the entitlement to professional days. Any employee commencing employment after April 30 shall not be entitled to a professional day.

G. Death Leave

Shall read as in Article XVII, Section E.

H. Vacation Schedules

1. Vacation schedule for all twelve (12) month employees shall be as follows:

1 year service	2 weeks
5 years service	3 weeks
10 years service	4 weeks
15 years service	5 weeks

2. With the approval of the immediate supervisor, which shall not be unreasonably denied, up to ten (10) vacation days may be accumulated in a given year. These days may be taken at any time during the calendar year.
3. All secretaries and clerks commencing employment on or after July 1, 1995, will have the following vacation schedule. During the first year of service, one day's vacation for every two (2) months of employment or major portion thereof prior to June 30, maximum of five (5) days. After one (1) year of service, prior to June 30, one (1) week or five days. After two (2) years of service prior to June 30, two (2) weeks or ten (10) days vacation. After five (5) years of service prior to June 30, three (3) weeks or fifteen (15) days. After ten (10) years of service prior to June 30, four (4) weeks or twenty (20) days.

I. Promotions

1. All clerical vacancies in the system shall be posted on each staff bulletin board when advertised but not later than one (1) week prior to the closing application deadline. Notice shall include job title, job description, eligibility requirements, instructions for making application, and the closing date for applications. The Superintendent will forward notices of vacancies to the President of the Association and all Association Representatives.
2. When an individual moves from one category to another within the year, said individual is to be placed on the proper step effective immediately.
3. All clerical staff members in the employ of the Board of Education are entitled to apply for advancement to positions of increased remuneration and/or responsibility within the school system.
4. Promptly after the Board fills the vacancy (whether by promotion, voluntary or involuntary transfer, voluntary or involuntary reassignment, or hiring) the Superintendent shall notify the person selected and the Association.

J. Professional Development and Educational Improvement

1. Office personnel shall be granted an increment of \$357 for the 2009-2012 years, upon the successful completion of fifteen (15) college credits or approved computer in-service courses, not to exceed six (6) credits. All course work taken for salary credit shall be granted as follows:
 - a. Courses are part of a matriculated program leading toward certification as an educational secretary.
 - b. In-service courses, which are approved by the Superintendent or his designee.
 - c. Courses taken at a college or university, which have been selected from a list of courses approved by the board.
 - d. Courses taken pursuant to section a" shall not require approval of the Superintendent of Schools.
 - e. Secretaries and clerks shall have the opportunity to attend the Old Bridge Community School free of charge.

2. An in-service day shall be scheduled for all office personnel once a year. It is understood that there shall only be one day, and shall be held in conjunction with the professional personnel.

K. Substitutes

1. Payment for substitute clerks and secretaries shall be \$11.44 for 2009-2012. Upon successful completion of the Board testing requirement for typing and stenography, a substitute secretary shall be paid at the rate of \$14.59 for 2009-2012.

L. Benefits

1. Snow days will apply to all office personnel in accordance with Section B-8 herein above.
2. Medical Benefits for secretaries/clerks shall be consistent with Article XX of this Agreement.
3. Office personnel shall be reimbursed at the rate per mile as established by the state government when use of their car is required for school business.
4. All office personnel shall be entitled to attend job related district computer courses tuition free, with in-service credit given. Computer training during working hours shall be provided to personnel in buildings that are issued computers. In-service credit shall not be granted for training during normal working hours.

M. Miscellaneous

1. The secretarial/clerical salary guide for 2009-2012 is attached as part of this agreement. Longevity payments shall be prorated if an employee does not work a full day or works less than a twelve (12) month contract.
2. The President of the Secretaries Association shall be granted four (4) hours per month to conduct Association business.
3. All deductions shall be taken out as of July 1, or the start of employment.
4. When an individual is hired for the first time as a secretary/clerk in Old Bridge, their initial placement on the salary guide shall be on the first step of the respective category.
5. No employee shall be allowed to project their date of retirement into the future by use of sick, personal, vacation, or compensatory days.
6. Secretaries in attendance at night conferences with the approval of the administration shall be compensated in the same manner as the professional staff as provided for in Article VII, Section H.
 - a. The divisor for accrued Terminal Leave Pay as provided in Article XXXVII, Section T.1 shall be 255.

N. Seniority

1. In the event of any reduction in force (R.I.F.), seniority shall be determined as follows: Upon achieving tenure, seniority will accrue in the initial category of employment within a classification or the classification to which the position was eventually reclassified. If any employee is upgraded, said employee shall begin accruing seniority immediately in that category of employment. Such time shall accrue in all previously held positions.

2. Any such reduction, as defined above, shall only be accomplished in accordance with the following procedure. The employee affected by such a reduction shall have seniority rights over the most junior employee within her current category of employment within the position's classification. Those employees thus affected shall retain the same seniority rights in replacing the most junior employee within their category before reverting to the next lower category as defined below.

In the event two or more employees have equal seniority, the Superintendent of Schools shall make the final determination which shall be final and not subject to appeal.

3. All employees reduced in category or classification shall retain preferential hiring status by seniority should an opening become available in their previous category or classification.

4. Part-time non-contractual, hourly employment will not be considered in determining seniority.

5. All employees currently designated as secretaries and clerks shall be re-designated into one of three job categories for the purpose of determining seniority within these categories:

- (a) Clerk/clerk-typist
- (b) Secretary
- (c) Business Office Employee

O. Temporary Secretary/Clerk's Position

1. Definition:

A temporary secretary/ clerk's position is one which does not exceed thirty-nine (39) school days in any six (6) month period and is not a regularly budgeted position. A temporary secretary/clerk shall be selected from the list of approved substitute secretaries/clerks.

2. The hourly rates of pay shall be as follows:

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Clerks	\$11.44	\$11.44	\$11.44
Secretaries	\$14.59	\$14.59	\$14.59

P. Substitute Call-in-service

A twenty-four hour substitute call-in system shall be made available to all secretarial/ clerical personnel.

ARTICLE XXIX TECHNOLOGY STAFF

A. Probationary Period

New technology staff shall serve a probationary period of 60 days.

B. Work Schedule

The work schedule for said positions shall be 5 days per week (Monday-Friday) and shall consist of 8 hours a day, 52 weeks per year (excluding holidays and vacation time)

C. Sick, Personal and Bereavement Leave

The positions shall be entitled the same paid sick, personal and bereavement leave as all other twelve month members.

D. Holidays

The positions shall be granted fourteen (14) holidays per year.

E. Vacation

The position shall receive two (2) weeks (10 days) paid vacation for the first five (5) years of continuous employment; three (3) weeks (15 days) paid vacation for the sixth (6th) through tenth (10th) continuous years of employment; and four (4) weeks (20 days) paid vacation for each continuous year and thereafter. All vacation must be taken by June 30th of the school year immediately following the year in which it was earned or else it is forfeited. Any vacation not taken due to the needs of the district as determined by Administration shall be paid within the July 30 pay period.

F. Medical Benefits.

The positions shall be granted the same medical, dental, prescriptions and optical insurance benefits as per Article XX.

G. Overtime.

Overtime entitlement shall be the same as that extended to custodial, field, and maintenance employees.

H. Mileage

Mileage allowance for all personnel whose duties require the use of a personal auto shall be reimbursed at the rate per mile established by the state government.

ARTICLE XXX SUBSTITUTES

A. Hours and Conditions of Work

1. A substitute is entitled to a full day's pay if he agrees to work for a specific teacher for a given full day and arrives at school with the intention of fulfilling that assignment.
2. No substitute teacher shall be asked to assume the responsibility of accompanying a field trip unless the substitute is notified in advance of such a request and voluntarily wishes to do so.
3. In the event a substitute teacher is to be evaluated, it shall be done with his or her full knowledge. The evaluation shall be subjective or objective in nature and a copy shall be furnished to the substitute. The original copy will be signed by the substitute as evidence of his knowledge thereof.
4. All persons hired as substitutes by the Board shall be given, before the start of the year, an orientation program. The Association shall be notified of the time and location of such meeting and shall be entitled to address employees for ten (10) minutes.
5. Qualified Substitute Teachers shall not be prohibited from working in any particular school without Board compliance with Article IV, Section C of the current collective bargaining agreement.

B. Substitute Teachers' Salary

The following pay scale shall apply to all substitute teachers for the duration of this agreement.

1. For substitutes employed after September 1, 1997, the rates of pay are:
 - County Cert - \$77.50 or \$86.45 after 10 consecutive days in the same classroom.
 - Certified - \$90.00 or \$97.75 after 10 consecutive days in the same classroom.
2. For substitutes employed less than five (5) years but prior to September 1, 1997, the rates of pay are:
 - Non-degree - \$77.50 or \$86.45 after 10 consecutive days in the same classroom.
 - Degree - \$90.00 or \$97.75 after 10 consecutive days in the same classroom.
3. For substitutes employed before September 1, 1992, the rates of pay are:
 - Non-degree - \$80.20 or \$89.47 after 10 consecutive days in the same classroom.
 - Degree - \$93.15 or \$101.18 after 10 consecutive days in the same classroom.

C. Long Term Substitutes

1. Long term Substitute (LTS) shall be any substitute replacing a regularly employed teacher whose position has become temporarily vacant and has been or is expected to be vacant for a period of forty (40) or more consecutive school days and has been appointed by the Board of Education to serve in such capacity. Compensation above regular substitute salary level shall be retroactive only for that employee named by the Board. Those other substitutes who may have served in such a vacancy and not named by the Board to become the LTS for that position shall be compensated in accordance with the applicable rates and provisions of Section B herein above. When an LTS is absent, the per diem substitute who replaces the LTS shall be compensated at the substitute's regular per diem substitute rate of pay only.

2. A Long Term Substitute shall be compensated at the regular contractual rate of pay in accordance with the appropriate salary guides as contained herein as Schedule A. Said pay shall be retroactive to the first day of the long term substituting assignment. Per diem substitutes who may have served in said vacant position prior to the appointment of the Long Term Substitute or who serve on a day-to-day basis as a per diem substitute for the Long Term Substitute shall be compensated in accordance with the provisions of Section B, herein above.

3. A Long Term Substitute shall be allowed sick days as follows:
One (1) day for each month of permanent substituting for the same teacher up to ten (10) sick days per year shall be paid for such earned sick days when absent due to illness. Sick days shall be cumulative.

4. Long term substitutes shall be entitled to Personal Leave as follows:
Those hired for the outset of the school year to replace a regular staff member for that entire school year, whether at the immediate start of the school year or retroactively, shall receive two (2) Personal Days to be administered in accordance with Article XVII, Leaves, Section B.

Those hired to replace a regular staff member for at least (5) consecutive months of the school year, other than as specified herein above, shall receive one (1) Personal Day to be administered in accordance with Article XVII, Leaves, Section B.

5. Long term substitutes shall be entitled to Professional Leave as follows:

Those hired for the outset of the school year to replace a regular staff member for that entire school year, whether at the immediate start of the school year or retroactively, shall receive two (2) Professional Days to be administered in accordance with Article XVII, Leaves, Section C.

Those hired to replace a regular staff member for at least five (5) consecutive months of the school year, other than as specified herein above, shall receive one (1) Professional Day to be administered in accordance with Article XVII, Leaves, Section C.

D. Lunch Period

All substitute teachers shall receive a lunch period equal to that of the teachers they replace.

ARTICLE XXXI CUSTODIAL STAFF

A. Eligibility of Employment

All custodial employees must present a physical examination certificate from a school physician.

B. Employment

1. All custodians who are voluntarily transferred shall serve a sixty (60) day probationary period. At the end of the period the employee shall be evaluated and, depending upon his evaluation, he/she will:

(a) remain in the position

(b) be transferred to an equal position

2. All new custodial employees shall serve a probationary period of sixty (60) days. At the end of the period the employee shall be evaluated and depending upon his evaluation he will be:

(a) given a contract

(b) relieved of his duties

(c) granted an additional thirty (30) day probationary period at the discretion of his immediate supervisor and Director of Plant Services.

3. During the probationary period of 60 days, or 90 days if applicable, the custodial employee shall be paid as an hourly worker.

4. When a custodial employee is given a contract at the conclusion of the probationary period pursuant to this agreement, the first day of the probationary period shall be deemed to constitute the initial date of employment for purposes of determining salary and tenure.

5. Subsection (e) shall apply to those custodial employees hired after July 1, 1993, and shall not apply to any employee hired prior to July 1, 1993. As to employees hired prior to July 1, 1993, the date of initial employment used for purposes of determining salary and tenure shall be the date the contract was given to the employee pursuant to this agreement.

C. Work Schedules

1. Starting times and the number of working hours per day will be assigned by the Director of Plant Services or his designee, according to the needs of the respective buildings.

2. On paydays, custodians may leave their building for the half-hour lunch period to cash checks; however, if time exceeds one-half hour, a full hour will be charged for lunch. This time is to be made up at the end of the same day.

3. Every effort will be made to assure that all paychecks will be delivered by 12 noon on pay day, and all night shift employees will be paid the night before the official pay day.

4. All black seal custodians shall have a thirty (30) minute duty-free lunch period. If it is not feasible to so provide and he is required to remain in the building during the thirty minute lunch period, the custodian shall be paid time and one-half The Director of Plant Services, or his designee, will instruct each head custodian, in writing, to shut down the boilers during the duty free lunch period.

5. In event of a change of shift, the administration shall provide fifteen (15) days notice to the employee.

6. The employer shall give timely written notification, on a location by location basis, where custodians are not to engage in their holiday building check responsibilities on any particular holidays.

7. The district will make a reasonable effort to arrange Secondary Custodial Supervisory personnel to cover to each other during July and August. In any situation where a custodian is required to fill-in for a Supervisor during July or August that custodian will be informed to do so

in writing by the Director of Plant Services. Custodians shall not be required to take such responsibility without a written directive from the Director.

D. Holidays

Twelve-month employees will be paid for fourteen (14) holidays throughout the school year. These days may vary from year to year in accordance with the school calendar. Hourly employees will not have paid holidays or vacation days.

E. Sick Leave Benefit

1. Contract hourly employees will be allowed five (5) days of sick leave per year.
2. All ten-month employees shall receive ten (10) sick days. If any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulated to be used for additional sick leave as needed in subsequent years.
3. Twelve month employees will receive twelve (12) days sick leave per year. If any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulated to be used for additional sick leave as needed in subsequent years.
4. Any employee commencing employment after the start of the school year shall receive sick days equal to one day per month or major fraction thereof.
5. A statement of all sick time accumulated will be given all personnel on September 1 of each year.

F. Personal Leave

1. Two personal days will be allowed each year. Except in the case of emergency, requests for personal days must be submitted to the Director of Plant Services, or his designee, at least forty-eight (48) hours in advance. Personal days may not be used to extend a holiday.
2. Any ten-month employee commencing employment after February 1 shall receive one half the entitlement to personal days. Twelve-month employees commencing employment after January 1 shall receive one half the entitlement to personal days. Any employee hired after April 30 shall not be entitled to a personal day.
3. Any unused personal days shall be accumulated in a special sick leave account. These days will only be used after regular sick days have been exhausted and shall provide the same benefit as a regular sick day.

G. Death Leave Provision

Death leave for custodial employees shall be as outlined in Article XVII, Section E.

H. Vacation Schedule – Twelve-Month Employees

1. During the first year of service, one day's vacation for each month of employment or major portion thereof prior to June 30th, maximum of ten (10) days. After five (5) years of service prior to June 30th, three (3) weeks or fifteen (15) days. One additional day per year after five (5) years up to six (6) weeks or thirty (30) days.

All custodians hired on or after July 1, 1995, will have the following vacation schedule. During the first year of service, one day's vacation for every two (2) months of employment or major portion thereof prior to June 30, maximum of five (5) days. After one (1) year of service, prior to June 30, one (1) week or five days. After two (2) years of service prior to June 30, two (2) weeks or ten (10) days vacation. After five (5) years of service prior to June 30, three (3) weeks

or fifteen (15) days. After ten (10) years of service prior to June 30, four (4) weeks or twenty (20) days.

2. No more than fifty percent of the custodians shall be on vacation at any one time. Fractional numbers shall be rounded upwards to determine the fifty (50) percent level. Vacations shall not be scheduled during the week immediately prior to school opening.

3. Vacation schedules shall be determined on a seniority basis.

I. Extra Compensation

1. Reporting Custodians will receive extra compensation as per the salary guide.

2. Each custodial employee utilizing his Fireman's License for employment shall be granted an additional \$1,252 for 2009-10, \$1,277 for 2010-11, and \$1,305 for 2011-12.

3. Third shift employees shall receive an additional 5% of their salary.

4. The custodian filling in for the Reporting Custodian shall be compensated at the same rate as the Reporting Custodian when temporarily serving in that capacity.

J. Overtime

1. Employees will not work more than eight hours in any shift without receiving time and one-half pay for the additional time. Time and one-half pay will be given for work on Saturdays. Double time shall be paid for Sundays and holidays except for the time necessary to complete a particular shift which may overlap into Sunday or a holiday. All full-time personnel will work shifts designated by the Director of Plant Services, or his designee, or Supervisor of Custodians.

2. a) The assignment of overtime in each department and respective buildings will be on a rotation basis, starting with the senior employee. In any case, the employee shall have the right at any time to refuse said overtime and in turn will be placed at the bottom of the seniority list for overtime purposes.

b) The assignment of overtime shall be on a rotation basis with the exception of regular building checks or unforeseeable occurrences. Custodial rotational overtime for scheduled events will be on a district-wide basis.

3. (a) When school is closed by order of the Superintendent, custodians are required to report to work. Those who do report will receive double time and those not reporting shall be docked.

(b) When the superintendent declares a delayed opening or early closing, those custodians reporting to work shall receive two (2) hours compensatory time.

4. When any custodian is called in due to an emergency by a Principal, Superintendent, Supervisor, or Police, they shall receive a minimum four (4) hours compensation for a call, except if the original incident re-occurs within a twenty-four (24) hour period.
5. Overtime shall be paid in the next pay period.

K. Building Check

1. Paid time allotment for building check is as follows K-5, 1 hr., JSMS/GNC, 1 hr., CSMS 1-1/2 hr. twice a day From November 15 to April 1, two employees shall be allotted one hour each. OBHS Main ,2 hours twice a day.
2. In case of an emergency, pay will be based on the overtime rate if the individual is called anytime other than his/her normal scheduled time.

L. Salary Guide

1. Salary Guides for the 2009-10, 2010-11, and 2011-12 school years shall be per Schedule F attached. Longevity payments shall be prorated if an employee does not work a full day or works less than a twelve (12) month contract.

2. Increments

Annual increments will be given only upon recommendation of the building principal and the Director of Plant Services.

3. Tenure

All custodial personnel shall receive tenure of position during good behavior and efficiency after the expiration of a period of employment of three consecutive years in the district.

4. Advancement on Guide

- (a) In order to advance to the second step on the salary guide employment must have been prior to January 1.
- (b) All custodians and reporting custodians who are employed at the beginning of the school year, shall be given written notice of their salary for the forthcoming year following the regular public meeting of the Board in April.
- (c) When an employee is transferred from the position of custodian or fieldman to maintenance man, the individual will move to the step on the maintenance guide which will provide a minimum \$2,000 increase in compensation and be as close as possible to \$2,000.
- (d) The Board shall ascertain that salary corrections are to be made as soon as possible.

M. Promotions

1. All custodial vacancies in the system shall be posted on each staff bulletin board when advertised but not later than one (1) week prior to the closing of the application deadline. Notice

shall include job title, job description, eligibility requirements, instructions for making application, and closing date for applications. The Superintendent will forward notices of vacancies to the President of the Association, all Association representatives, and all Reporting Custodians.

2. When an individual moves from one category to another within the year, said individual is to be placed on the proper step effective immediately.

3. All custodial staff members in the employ of the Board of Education are entitled to apply for advancement to positions of increased remuneration and/or responsibility within the school system.

4. Promptly after the Board fills a vacancy (whether by promotion, voluntary or involuntary transfer, voluntary or involuntary reassignment, or hiring from without the system) the Superintendent shall notify the person selected and the Association.

N. Miscellaneous

1. Mileage Allowance

(a) Mileage allowance for all personnel whose duties require the use of a personal auto shall be reimbursed at the rate per mile established by the state government. When a custodian is called back to school after his regular workday is complete, he shall be compensated for mileage to and from school at the rate per mile as established by the state government.

2. Safety

(a) The Board shall provide polyurethane safety shoes and glasses for the employee doing jobs needing such equipment.

(b) The Board will provide any Custodial employee, who is required to wear prescription glasses with safety goggles/glasses. This will be in addition to the optical benefit described in Article XX.

3. Uniforms

(a) The Board shall provide three (3) uniforms for all employees by September 1st.

(b) Every building shall have the following distribution of foul weather gear on hand at all times:

High School and Middle School - Four sets including boots, slickers with hood, pants and gloves.
Elementary School - One set where there is one custodian, and two sets where there is more than one custodian.

(c) Summer weight collared type shirts will be provided for warm weather wear.

4. Adult Education

All custodial employees shall have the opportunity to attend the Old Bridge Adult School free of charge.

5. Tuition Reimbursement

All employees shall receive tuition reimbursement for taking courses in their trades, approved by central administration, not to exceed \$100.00 per year.

0. Tool Allowance

A tool allowance of \$50.00 will be given each year to each building principal.

P. In-Service

The Board will schedule an in-service day for Custodians and Reporting Custodians.

Q. Manuals and Blueprints

Appropriate manuals and blueprints shall be provided in the Principal's office of the respective schools for all equipment and all buildings

R. Lockers

All buildings will be equipped with an appropriate number of lockers for custodians.

S. Deductions

All deductions shall be taken out as of July 1, or the start of employment.

T. Coffee Break

All employees shall receive a ten (10) minute coffee break in the A.M. and P.M.

U. Emergency

In the event of an emergency situation, any employee, prior to handling hazardous substances, as defined by state regulations, shall first be trained in operational and maintenance techniques and receive the proper equipment and safety gear in accordance with the specified training.

V. Painting by Custodians

1. The board can assign custodians to eight (8) hours of painting duties per week without incurring any contractual obligation for additional compensation beyond regular custodial salaries.

2. Any assignment of custodians to painting duties beyond eight (8) hours in a particular week has to be specifically authorized by either the building principal or the custodian/maintenance department. Custodians assigned to do the authorized painting work beyond eight (8) hours are entitled to a pay differential for all painting work performed beyond the eight (8) hours. The differential will be equal to the difference between the individual's salary as a custodian, pro rated

to an hourly rate, and the salary that such individual would receive pursuant to the maintenance guide, pro rated to an hourly rate.

3. No custodian will be offered overtime work before the work has been offered to the maintenance man/painter. In the event that the maintenance man/painter has already been assigned overtime work for the time period in question, or refuses the overtime work, then such assignments can be made to the custodian.

4. Custodians may be directed to paint as part of their regular daily assignment during the summer months.

W. Retirement Projection

No employee shall be allowed to project their date of retirement into the future by use of sick, personal, vacation, or compensatory days.

ARTICLE XXXII MAINTENANCE AND FIELD EMPLOYEES

A. Eligibility of Employment

All maintenance employees must present a physical examination certificate from a school physician.

B. New Maintenance & Field Employees

All new maintenance and field employees shall serve a probationary period of sixty (60) days. At the end of the period the employee shall be evaluated and depending upon the evaluation he will be:

1. given a contract
2. relieved of his duties
3. granted an additional thirty (30) day probationary period at the discretion of his immediate superior or Director of Plant Services.
4. during the probationary period of 60 days, or 90 days if applicable, the field or maintenance employee shall be paid as an hourly worker.
5. When a field or maintenance employee is given a contract at the conclusion of the probationary period pursuant to this agreement, the first day of the probationary period shall be deemed to constitute the initial date of employment for purposes of determining salary and tenure.
6. Subsection (e) shall apply to those field and maintenance employees hired after July 1, 1993, and shall not apply to any employee hired prior to July 1, 1993. As to employees hired prior to July 1, 1993, the date of initial employment used for purposes of determining salary and tenure shall be the date the contract was given to the employee pursuant to this agreement.

C. Working Schedules

Starting times and the number of working hours per day will be assigned by the Director of Plant Services, or his designee.

If a maintenance employee is directed by the Director of Plant Services, or his designee, to work during his lunch period, said employee shall receive time and one-half pay.

D. Holidays

Twelve-month employees will be paid for fourteen (14) holidays throughout the school year. These days may vary from year to year in accordance with the school calendar. Hourly employees will not have paid holidays or vacation days.

E. Sick Leave Benefit

1. Twelve-month employees will receive twelve (12) days sick leave per year. If any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulated to be used for additional sick leave as needed in subsequent years.
2. Any employee commencing employment after the start of the school year shall receive sick days equal to one day per month or major fraction thereof.
3. A statement of all sick time accumulated will be given all personnel on September 1 of each year.

F. Personal Leave

1. Two (2) personal days will be allowed each year. Except in the case of emergency, requests for personal days must be submitted to the Director of Plant Services at least forty-eight (48) hours in advance. Personal days may not be used to extend a holiday.
2. Any ten month employee commencing employment after February 1 shall receive one half the entitlement to personal days. Twelve-month employees commencing employment after January 1 shall receive one-half the entitlement to personal days. Any employee hired after April 30 shall not be entitled to a personal day.
3. Any unused personal days shall be accumulated in a special sick leave account. These days will only be used after regular sick days have been exhausted and shall provide the same benefit as a regular sick day.

G. Death Leave Provision

Death leave for maintenance and field employees shall be as outlined in Article XVII, Section E.

H. Vacation Schedule – Twelve-Month Employees

1. During the first year of service, one day's vacation for each month of employment or major portion thereof prior to June 30th, maximum of ten (10) days. After five (5) years of service prior to June 30th, three (3) weeks or fifteen (15) days. One additional day per year after five (5) years up to six (6) weeks or thirty (30) days.

All maintenance and fieldmen commencing employment on or after July 1, 1995, will have the following vacation schedule. During the first year of service, one day's vacation for every two (2) months of employment or major portion thereof prior to June 30, maximum of five (5) days. After one (1) year of service, prior to June 30, one (1) week or five days. After two (2) years of service prior to June 30, two (2) weeks or ten (10) days vacation. After five (5) years of service prior to June 30, three (3) weeks or fifteen (15) days. After ten (10) years of service prior to June 30, four (4) weeks or twenty (20) days.

2. No more than fifty (50) percent of the fieldmen shall be on vacation at any one time. With respect to maintenance men, no more than fifty (50) percent of each trade shall be on vacation at any one time. Fractional numbers shall be rounded upwards to determine the fifty (50) percent level. Vacations shall not be scheduled during the week immediately prior to school opening.

3. Vacation schedules shall be determined on a seniority basis.

I. Extra Compensation

1. Each maintenance employee utilizing his Fireman's License for employment shall be granted an additional \$1,252 for 2009-10, \$1,277 for 2010-11, \$1,305 for 2011-12.

2. Third shift employees shall receive an additional 5% of their salary.

3. The district will pay for the annual Freon license.

J. Overtime

1. Employees will not work more than eight hours in any shift without receiving time and one-half pay for the additional time. Time and one-half pay will be given for work on Saturdays. Double time shall be paid for Sundays and holidays except for the time necessary to complete a particular shift which may overlap into Sunday or a holiday. All full-time personnel will work shifts designated by the Director of Plant Services.

2. The assignment of overtime in each department shall be on a rotation basis, starting with the senior employee. In any cases, the employee shall have the right at anytime to refuse said overtime and in turn will be placed at the bottom of the seniority list for overtime purposes.

3.(a) When school is closed by the order of the Superintendent, maintenance and field employees are required to report to work. Those who do report will receive double time and those not reporting shall be docked.

(b) When the Superintendent declares a delayed opening or early closing, those maintenance and field employees reporting to work shall receive two (2) hours compensatory time.

4. When any maintenance or field man is called in due to an emergency by a principal, Superintendent, supervisor, or police, they shall receive a minimum four (4) hours compensation for a call, except if the original incident re-occurs within a twenty-four (24) hour period.

5. Overtime shall be paid in the next pay period.

K. Salary Guide

1. Salary guides for the 2009-10, 2010-11 and 2011-12 school years shall be per Schedule I, attached. Longevity payments shall be prorated if an employee does not work a full day or works less than a twelve (12) month contract.

2. Annual increments will be given only upon recommendation of the Director of Plant Services.

3. **Tenure**

All maintenance and field personnel shall receive tenure of position during good behavior and efficiency after the expiration of a period of employment of three consecutive years in the district.

4. **Advancement on Guide**

(a) In order to advance to the second step on the salary guide employment must have been prior to January 1.

(b) All maintenance and field personnel who are employed at the beginning of the school year, shall be given written notice of their salary for the forthcoming year following the regular public meeting of the Board in April.

(c) When an employee is transferred from the position of fieldman to maintenance man, the individual will move to the step on the maintenance guide, which will provide a minimum \$2,000 increase in compensation and be as close as possible to \$2,000.

(d) An individual hired from the outside who can document outside experience shall receive credit for such experience when being placed on the salary guide at the time of initial hire. Such placement shall not exceed step 7, unless the board notifies the association in writing, that due to a shortage of qualified individuals in a particular area, it is necessary to grant additional credit to hire a qualified individual.

(e) Salary adjustments shall be made as soon as possible.

L. Promotions

1. All maintenance and field vacancies in the system shall be posted on each staff bulletin board when advertised but not later than one (1) week prior to the closing of the application deadline. Notice shall include job title, job description, eligibility requirements, instructions for making application, and closing date for applications. The Superintendent will forward notices of vacancies to the President of the Association, all Association representatives, and all Reporting Custodians.

2. When an individual moves from one category to another within the year, said individual is to be placed on the proper step effective immediately.

3. All maintenance and field staff members in the employ of the Board of education are entitled to apply for advancement to positions of increased remuneration and/or responsibility within the school system.

4. Promptly after the Board fills a vacancy (whether by promotion, voluntary or involuntary transfer, voluntary or involuntary reassignment, or hiring from without the system) the Superintendent shall notify the person selected and the Association.

M. Miscellaneous

1. **Mileage Allowance**

(a) Mileage allowance for all personnel whose duties require the use of a personal auto shall be reimbursed at the rate per mile established by the state government.

2. **Safety**

(a) The Board shall provide polyurethane safety shoes and glasses for the employees doing jobs requiring such equipment.

(b) The Board will provide maintenance and field employees, who are required to wear prescription glasses, with safety goggles/glasses. This will be in addition to the optical benefit described in Article XX.

3. **Uniforms**

(a) The board shall provide four (4) uniforms for all employees by September 1.

(b) Field and Maintenance men shall be provided with appropriate cold and foul weather gear.

(c) Additional sets of foul weather gear and cold weather gear shall be placed in the maintenance headquarters.

(d) Field and Maintenance men shall be supplied with a spring jacket instead of foul weather gear every other year.

(e) Summer weight collared type shirts shall be provided for warm weather wear.

(f) A voucher system will be implemented in order to purchase uniforms.

4. **Adult Education**

All maintenance and field employees shall have the opportunity to attend the Old Bridge Adult School free of charge.

5. **Tuition Reimbursement**

All employees shall receive tuition reimbursement for taking courses in their trades, approved by central administration, not to exceed \$ 100.00 per year.

N. **Tool Allowance**

Maintenance men shall receive a hand tool allowance of \$400 for each school year. In order to qualify for future tool allowances, maintenance employees shall submit receipts and shall be reimbursed up to the amount of the receipts submitted not to exceed \$400.

0. **In-service**

The Board will schedule an in-service day for all maintenance and field personnel.

P. Lockers

All buildings will be equipped with an appropriate number of lockers for maintenance and field personnel.

Q. Deductions

All deductions shall be taken out as of July 1, or the start of employment.

R. Coffee Break

All employees shall receive a ten (10) minute coffee break in the A.M. and P.M.

S. Emergency

In the event of an emergency situation, any employee, prior to handling hazardous substances, as defined by state regulations, shall first be trained in operational maintenance techniques and receive the proper equipment and safety gear in accordance with the specified training.

T. Retirement Projection

No employee shall be allowed to project their date of retirement into the future by use of sick, personal, vacation, or compensatory days.

ARTICLE XXXIII PARA-PROFESSIONAL AIDES

A. Notification of Employment

1. Aides shall be notified of their contract and salary status the same as teachers under Article IX, Section B.
2. Notice of non-renewal shall include the total number and kinds of positions to be eliminated.
3. Reductions in force shall be categorized as either Highly Qualified Paraprofessional (HQP) or Personal and/or Mobility Paraprofessional and then shall take place in inverse order to the total time of service in the district with the least service being dismissed first within the category.
4. When a new aide position is created, it will be offered to aides with accrued seniority rights who have been released in seniority order. When positions are created and all of the aides with accrued seniority rights have had an opportunity to fill the position, the position may then be offered to released aides without accrued seniority rights as determined by Administration.

B. Work Schedules

1. The in-school work year for aides shall not exceed 184 days during the 2009-2010 school year, 185 days during the 2010-2012 school years and thereafter.

2. The in-school work year shall be the same as the respective classroom teacher.

3. The in-school workday for aides shall not exceed six (6) hours, which shall include no more than 300 minutes of pupil contact time, and all aides with five (5) hours of pupil contact time shall have a duty free unpaid lunch period equal in time to the teacher at the respective grade level.

4. During any three-hour period an aide shall receive a duty free ten (10) minute break.
5. Aides may leave the building without requesting permission during their scheduled duty free lunch period.

C. Evaluation

1. (a) All monitoring or observations of the work performance of an aide shall be conducted openly and with the full knowledge of the aide.

(b) An aide shall be given a copy of any class observation report prepared by his/her evaluators at the follow-up conference which should be held within five (5) school days following the observation. No such report shall be submitted to the central office, placed in the aide's file or otherwise acted upon without prior conference with the aide. Aides shall be required to sign only completed class observation report forms. Aides may make a notation on the observation report that a reply to that report has been filed.

2. (a) An aide shall have the right upon request to review the non-confidential contents of his/her personnel file. An aide shall be entitled to have a representative of the Association accompany her during such review. At least once every three (3) years, an aide shall have the right to indicate those documents and/or materials in her file which she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

(b) No materials derogatory to an aide's conduct, service, character, or personality shall be placed in her personnel file unless the aide has had an opportunity to review the material, except pending the completion of the investigation of the material. The aide shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The aide shall also have the right to submit a written answer to such material and her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

(c) Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file.

3. (a) Paraprofessional aides will serve a probationary period of twenty (20) school year months. Seniority shall not accrue until the probationary period is successfully completed. Employees will be evaluated two (2) times annually during the probationary period, and one (1) time annually thereafter.

(b) Aides whose contracts are not to be renewed for other than economic reasons for the following school year are to be so informed by the Administration by May 1. On request of the employee in writing, the Administration will give its reasons in writing to the employee. If the employee grieves the matter, the Board's decision in connection therewith shall be final.

4. Final evaluation of a paraprofessional aide upon termination of employment shall be concluded prior to severance and no documents and/ or other materials shall be placed in the

personnel file of such aide otherwise than in accordance with the procedure set forth in this article.

5. A joint committee made up of three aides, a representative of the Association, and four members of the administration shall be established to recommend to the Superintendent criteria for paraprofessional evaluation.

D. Sick Leave

All aides are granted ten (10) days sick leave yearly. If any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulated to be used for additional sick leave as needed in subsequent years.

E. Personal Leave

1. Aides shall be entitled to two (2) personal days per year, said days to be non cumulative.
2. Any employee commencing employment after February 1 shall receive one-half the entitlement to personal days. Any employee commencing employment after April 30 shall receive no personal leave.
3. Any unused personal days shall be accumulated in a special sick leave account. These days will only be used after regular sick leave has been exhausted and shall provide the same benefit as a regular sick day.

F. Death Leave

1. Death leave for paraprofessional aides shall read as in Article XVII, Section E.

G. Benefits

1. The Board shall pay 100% of the cost of the School Employees' Health Benefits Program, (SEHBP), NJ Direct 10, NJ Direct 15, Aetna HMO or Cigna Healthcare at employee's choice. There will be no contribution to premium cost.
2. The Board will pay 100% of the cost of a family prescription plan as administered by Benecard subject to fifteen dollar (\$15.00) employee co-payment.
3. The Board will pay 100% of the cost of a family dental plan equal to Horizon Blue Cross/Blue Shield Dental Program.
4. The Board will pay 100% of the cost of an employee optical plan equal to the Horizon Blue Cross/Blue Shield as administered by Vision Service Plan.

H. Salary Schedule

1. Each aide shall be given salary credit for her service to the Old Bridge School District as of the beginning of the 1976-77 school year.
2. Paraprofessional Aides shall be paid in accordance with the salary Schedule G, attached.
3. Aides shall be paid on the same day as the professional staff.

4. Aides may individually elect to have five or ten percent of their monthly salary deducted from their pay. These funds shall be paid to the aide on the final day in June. Said moneys shall be deposited in an interest bearing account with interest paid to the respective aide.

5. The Board may withhold an aide's increment, however, it shall be done in accordance with Title 18A; 29-14, Public Laws of the State of New Jersey.

6. If schools are closed by the Superintendent after the workday has begun, all aides shall be compensated for a full day.

I. Adult Education

All aides shall have the opportunity to attend the Old Bridge Adult School free of charge.

J. Longevity

Aides who have completed 25 years of service shall receive an additional longevity increment as indicated on the salary guide.

K. In-Service Courses

1. District in-service courses that are approved by central administration may be offered to aides and, if attended, credit shall be given on their salary guide. Workshops open to any paraprofessional aides shall be open to all paraprofessional aides.

2. Paraprofessional Aides shall be granted up to \$440.00 tuition reimbursement per year. To qualify for tuition reimbursement and/or salary guide credit the courses taken must be job related and are subject to prior approval by the Superintendent or his designee. Payment will be made upon proof of successful completion of approved courses.

L. Class Coverage

In the event a paraprofessional possesses a county substitute certificate, said paraprofessional will be entitled to cover classes as needed for emergency purposes and will be paid at the class coverage rate.

M. Substitutes

Paras will be granted an additional \$50.00 when assigned as substitutes for an entire day.

N. Attendance at Meetings

Paras who are directed to attend meetings, either before or after their regular works hours, shall be compensated at the summer pre-school Para hourly rate as listed hereinabove.

ARTICLE XXIV TRANSPORTATION PERSONNEL

Bus Drivers and Mechanics

A. Safety

1. Two in-service days per year shall be scheduled by the Director of Transportation.
2. In the event of a change of location of the bus garage the following conditions are to be met:
 - (a) Lights to be posted to illuminate the entire parking and bus facility.
 - (b) Bathroom facilities to be available anytime anyone is working.
3. An in-service shall be scheduled to discuss handicapped children's problems with members of the Child Study Team.

B. Bulletin Board Rights

The Association shall have the right to post notices on the bulletin board in the Drivers' Room. Any notices to be posted must be approved by the Director of Transportation and/or Secretary of the Board.

C. Supervisory Work

No work is to be performed by a supervisor except that which is in the customary nature of his/her duties, or in the case of an emergency. This emergency shall not exceed two weeks.

D. Evaluation

1. Drivers /mechanics will be granted tenure upon completion of three years and one day in the Old Bridge Township School District. The Director of Transportation shall recommend those persons to be granted tenure.
2. Written evaluations shall be submitted to the School Business Administrator/Board Secretary on all non-tenure drivers/mechanics four (4) times per year. At least one must be done between July 1 and October 15; at least one must be done between October 15 and November 30; at least one must be done between November 30 and January 15; at least one must be done between January 15 and April 1.

E. New Runs

The Board shall post any new runs (routes) for bid on the bulletin board for five (5) working days. Among equally qualified drivers, the most senior bidder shall be chosen.

F. Holidays

Twelve month drivers/mechanics shall be granted fourteen (14) holidays. The holiday schedule shall be determined by the school schedule formulated by the administration and adopted by the Board each year.

G. Sick Leave

1. Twelve month drivers/mechanics will be allowed twelve (12) days of sick leave per year. Ten month drivers and bus aides will be allowed ten (10) days of sick leave per year. If any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulated to be used for additional sick leave as needed in subsequent years.

2. Any employee commencing employment after the start of the school year shall receive sick days at the rate of one day per month or major fraction thereof.

3. When drivers report out sick they will be required to call the Director of Transportation at his/her home, when schools are in session. When schools are closed, drivers reporting out sick may call the transportation Director.

H. Personal Leave

1. Two personal days will be allowed each year. Except in cases of emergency, a request for personal days must be submitted at least forty-eight (48) hours in advance. Personal days may not be used to extend a holiday.

2. Any employee commencing employment after February 1 shall receive one-half the entitlement to personal days. Any employee commencing work after April 30 shall not be entitled to personal days.

3. Any unused personal days shall be accumulated in a special sick leave account. These days will be used only after regular sick leave has been exhausted and shall provide the same benefit as a regular sick day.

I. Death Leave

Shall read as in Article XVII, Section E and be available on a twelve (12) month basis.

J. Vacations

Paid vacations for all twelve month contract drivers shall be as follows:

1. During the first year of employment, one (1) day for each month of service, or major fraction thereof, prior to June 30, with a maximum of ten (10) days.

2. After one (1) year's service prior to June 30, two weeks vacation.

3. After five (5) years of service, prior to June 30, at least three (3) of which must be twelve month contracts, three (3) weeks vacation.

4. One additional vacation day shall be granted per year after five (5) years of service, up to six (6) weeks or thirty (30) days.

5. Vacation for a driver whose service terminated due to layoff will be pro-rated at 1/12 of his entitlement for each month of service after July 1.

6. Twelve month employees shall be permitted to take vacation time at times other than July 1 through August 31. Vacations taken at times other than the summer must be approved by the Director of Transportation and School Business Administrator.

7. All twelve month drivers and mechanics commencing employment on or after July 1, 1995, will have the following vacation schedule.

During the first year of service, one day's vacation for every two (2) months of employment or major portion thereof prior to June 30, maximum of five (5) days. After one (1) year of service, prior to June 30, one (1) week or five days. After two (2) years of service prior to June 30, two (2) weeks or ten (10) days vacation. After five (5) years of service prior to June 30, three (3) weeks or fifteen (15) days. After ten (10) years of service prior to June 30, four (4) weeks or twenty (20) days.

K. Ten Month Contracts

Ten month drivers are to receive the following benefits:

1. All holidays granted twelve month drivers which fall within the ten month contract period.
2. Two personal days (same stipulations as Section "H").
3. One week's vacation pay at the close of the school year.
4. The same medical package as twelve month drivers.
5. Opportunity for driving during the summer. After all twelve month drivers are assigned, if additional drivers are needed, ten month drivers will be given first opportunity for such employment, in order of seniority, if otherwise fully qualified.
6. When a vacancy, other than temporary exists, and such vacancy is filled by a temporary driver for a period of sixty (60) days, said driver shall be offered a regular ten month driver's contract for the balance of the school year. New employees shall be eligible for a ten-month contract upon completion of a sixty (60) day trial period. The contract shall be effective on the 61st day of employment.

L. Twelve Month Contracts

1. All drivers currently on twelve month contracts and otherwise eligible therefore, shall be offered same for the 209-10, 2010-11 and 2010-12 school years. Longevity payments shall be prorated if an employee does not work a full day or works less than a twelve (12) month contract.
2. Any new twelve month contracts shall be offered at the discretion of the Board.

M. Overtime

1. Overtime for bus driver/ mechanics shall be paid at the rate of time and one-half for all hours over 40 in any given work week, except that payment for any time worked on Sunday or paid holidays shall be at double time.
2. Bus drivers and mechanics shall be paid time and one-half for all hours over eight (8) worked in one day.
3. Procedures for Assignment of Overtime shall be as follows:

Bus drivers daily overtime rate-time and one half.

- (a) A list is made of all contracted (Board) drivers at the beginning of the school year according to seniority.
- (b) Each day the driver will sign "yes" or "no" before leaving on his first run.
- (c) After the runs are posted by a designated person, each driver picks in turn according to seniority. (For example, if there are eight runs on a given day, the first eight drivers who say "yes" work that day. If there are eight runs on the second day, the next eight drivers who say yes" are eligible to work. This continues each school day throughout the year.)
- (d) Drivers must pick their runs by 11:30 a.m. If a driver does not pick by 11:30 a.m. he/she can be bumped and will have to take what is left over.
- (e) Should a driver's late run be canceled for any reason, he/she will have first pick the following day regardless of his/her seniority placement.

4. Saturday-time and one half

- (a) A driver must be in on the last school day of the week to be eligible for Saturday work.
- (b) All other rules above apply.

5. Sunday & Holidays-double time

- (a) The Sunday and Holiday list will be carried from year to year because of the scarcity of double time runs.
- (b) A driver must be in on the last school day of the week to be eligible for Sunday or Holiday work.
- (c) All runs (in case of two days' work, e.g., Sunday and Monday) Sunday will be picked first, Monday second.

6. Contract drivers will be utilized as far as practicable for extra runs. Payment for overtime will be computed on actual hours worked at 1-1/2 times the hourly rate. If overtime extends from the end of a full 8 - hour day past 6:00 p.m., a supper allowance of \$8.00 will be paid.

7. If a driver is directed to report for work on a day which is not his normal working day, his/ her pay for that day shall not be less than four (4) hours. This paragraph shall not limit the right of a driver to willingly accept a shorter assignment with appropriate pay for the time worked.

N. **Snow Days**

- (a) In the event of school being closed due to inclement weather, drivers/mechanics are not required to report to work unless they are specifically asked to report by management. Any ten (10) month driver asked to report for work will receive one (1) days compensation at the end of the school year if the work year clause is exceeded.
- (b) In the event of school being closed due to inclement weather, drivers/ mechanics must be notified by 6:00 AM. If not notified, bus drivers/mechanics shall receive four (4) hours compensation if he/ she reports to work if the work year clause is exceeded

O. **Benefits**

1. Physicals will be by the school's physicians at no cost to the driver.
2. Bus drivers/ mechanics shall have the opportunity to attend the Old Bridge Township Community School free of charge.

P. Salary Guide

1. Salaries for the 2009-2012 school years shall be according to the attached Schedule H.
2. The Board agrees to pay a stipend of \$550.00 for the driver(s) of wheelchair vehicles, which shall be advertised in accordance with Article XIV, Section A.
3. Summer drivers of wheelchair vehicles will be paid \$3.00 per day additional after driving for a minimum of five (5) consecutive days. Substitute drivers will also come under this article.

Q. Longevity

All drivers and mechanics shall be granted longevity pay as follows:

1. They shall be eligible for an additional longevity payment upon completion of fifteen (15) years service with the Old Bridge Township Board of Education. The longevity payment will become effective July 1 of each contract year and shall be paid as part of base pay-
2. The above-mentioned longevity payment shall be prorated if an employee does not work a full day or works a ten month contract.
3. Only contracted employees shall be eligible for longevity payments.

R. Uniforms

1. Uniforms shall be supplied for the mechanics as follows:

- (a) Five uniforms each year, provided the used gear is turned in, and up to three pairs of safety shoes each year as needed.
- (b) Mechanics will be kept supplied with winter jackets and foul weather gear, same to be replaced when they become unserviceable.
- (c) A set of foul weather gear shall be supplied for emergencies.
- (d) A set of foul weather gear shall be available for use by the lift bus operator.

2. Bus drivers shall receive a clothing allowance of \$25.00 per year, payable in September of each working year.

3. Each driver will be provided with a year-round jacket annually. Serviceable jackets will be worn when specified by the Director of Transportation. Serviceability for replacement will be determined by the Director of Transportation.

S. Tool Allowance

1. A \$450.00 tool allowance shall be paid to the mechanic(s) each year. In order to qualify for future tool allowances, mechanics shall submit receipts and shall be reimbursed up to the amount

of the receipts submitted not to exceed \$400.00. The Board shall insure all mechanics tools with a \$500.00 deductible clause.

2. The Board shall supply any major equipment approved by the Transportation Director and provided for in the Board's annual budget.

T. Summer Jobs

1. All summer positions available shall be posted by June 15, and a list of positions filled shall be posted by June 24.

2. Ten month drivers shall be called in order of seniority for all work connected with the Transportation Department during the summer.

3. Any employee commencing employment after the start of the school year shall receive sick days equal to one day per month or major fraction thereof.

U. Bus Equipment

1. Subject to the availability of the mechanic(s) to install same, all pupil transportation vehicles not presently so equipped will be equipped with left and right side windshield washers and left and right windshield defrosters.

2. All buses shall be equipped with heaters on the right and left sides. Furthermore, all buses shall be equipped with A.M. radios.

3. Cleaning Equipment will be provided for cleaning the buses.

V. Seniority

1. The seniority of all transportation personnel shall be the length of service dating back to the last date of hire in the bargaining unit.

2. If there is a layoff or other reduction in personnel, the part-time drivers (non-contract) shall be initially affected. After the part-time drivers are laid off, then the contract drivers with the least seniority shall be reduced from the group. If these events take place, the contract drivers would be given the opportunity to take part-time employment with the Old Bridge Township Board of Education, if available.

3. Seniority while on layoff shall be maintained at the level existing on the day of the layoff. Recall shall be based upon the seniority established on the day of the layoff.

4. No time shall be deducted from seniority for the following reasons:

(a) Time lost because of illness covered by sick leave or because of compensable injury.

(b) Approved leave of absence up to three (3) months. Note: in unusual cases, the Board may grant an extension of the three-month period.

(c) Time spent in military service.

(d) Time spent on Association business, approved by the Director of Transportation and/ or Board Secretary.

(e) If absent from work for legitimate reasons and notified the Board or his/her supervisor within five (5) working days after absence commenced.

5. Seniority may be lost for any of the following reasons:

- (a) Discharge for cause.
- (b) Resignation or quitting.
- (c) Failure to answer a recall sent by certified mail return receipt requested, from the Board within a period of five (5) working days.

6. Drivers and mechanics with seniority on layoff shall be recalled in reverse order of layoff before any new employees can be hired.

W. Miscellaneous

1. Any driver entering the armed forces of the U.S.A. during a period of national emergency shall be given full credit on the salary guide for all time spent, up to a maximum of four (4) years..

2. It is understood that no employee, except in the case of disability, shall be allowed to project his date of retirement into the future by the use of sick, personal, or compensatory days.

3. Bus runs that are done for parochial schools or to other school districts when the Old Bridge Public Schools are not in session shall be rotated by seniority until all drivers have had an opportunity to bid before the rotation shall start again.

X. Bus Aides

1. Death leave shall be the same death leave as other employees.

2. Each aide will be provided with a year round jacket annually. Serviceable jackets will be worn when specified by the Director of Transportation. Serviceability for replacement will be determined by the Director of Transportation.

3. Bus aides shall have the opportunity to attend the Old Bridge Township Community School free of charge.

4. When bus aides report out sick, they will be required to call the Director of Transportation at his/her home when schools are in session. When schools are closed, bus aides reporting out sick may call the Director.

5. Bus aides will be given the opportunity for summer employment in order of seniority.

6. New routes shall be posted on the bulletin board for five (5) working days. The bus aide with the most seniority shall be given first choice.

7. Sick leave for aides will be calculated on an hourly basis.

8. Snow Days

(a) In the event of school being closed due to inclement weather, bus aides are not required to report to work unless they are specifically asked to report. Any aide asked to report for work will be given a compensatory day off at such time as not to hinder the efficient operation of the department.

(b) In the event of school being closed due to inclement weather, bus aides must be notified by 6:00 am. If not notified, bus aides shall receive four (4) hours compensation if he/ she reports to work.

9. Written evaluations of bus aides shall be submitted to the School Business Administrator at least two (2) times per year. One shall be between July 1 and December 31 and one between January 1 and April 30.

10. Bus aides shall have their school year schedule annualized for the purpose of providing twenty (20) pay periods. Pay for Bus Aides will be distributed on the same day as other ten month employees. First pay for the school year shall be on September 15th and the last pay will be on June 30th. Payment for bus aides shall be \$12.71 for 2009-2010, \$12.96 for 2010-2011 and \$13.19 for 2011-2012.

11. Single medical coverage shall be provided by the Board.

ARTICLE XXXV DUES DEDUCTION

A. 1. The Board agrees to make deductions from the salaries of members of the Old Bridge Education Association in accordance with all applicable laws and administrative regulations.

2. The Association shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason or operation of this Article. The Association's obligation aforesaid includes reimbursement for attorneys' fees and other expenses incurred by the Board in defense of any claims against it under this Article.

B. The Board agrees to deduct from employees' salaries moneys for local, state, and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the moneys promptly to such association or associations.

C. The Board shall make deductions for approved tax sheltered annuity programs.

D. All employees shall be eligible to participate in the U.S. Savings Bond automatic payroll deduction plan.

E. All employees covered by this agreement shall be eligible to participate in the Middlesex County Teachers Credit Union payroll deduction plan.

F. Representation Fee

The Board shall implement a fair share representation fee equal to 85% of the Association dues, initiation fees, and assessments, which shall be withheld in accordance with the law.

ARTICLE XXXVI MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitment contained herein and give it full force and effect as Board policy.

B. If any provision of this Agreement or any application of this Agreement, or any employee or group of employees is held contrary to law, then such employee or group of employees 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 Board will not make changes unilaterally in terms and conditions of employment.

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

E. The Board and Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

F. Copies of this Agreement shall be printed within thirty (30) days after a draft copy has been reviewed, approved, and signed by both parties. The Board and Association shall equally share the cost of the printing. Copies of the printed agreement shall be presented to all current employees and at the time of hiring for future employees.

G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following address:

1. If by the Association to the Board at: Patrick A. Torre Administration Building, 4207 Rt. 516, Matawan, NJ. 07747.
2. If by the Board to the Association at 400 Belchase Drive, Suite 402, Matawan, NJ 07747.

H. Notwithstanding the provisions of Schedule D attached, all new employees hired in the categories of Special Education, Supplementary Instruction, Remedial Reading and Speech shall not be eligible for a stipend.

I. With regard to the pro-rating of personal and professional days as provided for in Article XVII, Section B(2) and C(2); Article XXVIII, Section E(2) and F(2); Article XXXI, Section F(2); Article XXXVII, Section E(2); and Article XXXIII, Section H(2), all twelve month employees shall receive one-half of the entitlement to personal or professional days if employment commences after January 1. If employment commences after April 30 there shall be no entitlement to a personal or professional day.

ARTICLE XXXVII MISCELLANEOUS SALARY PROVISIONS

A. Additional Compensation

1. Home Instruction

Home Instruction teachers shall be paid at the rate of \$40.00

2. **Adult High School**

Adult High School Teachers shall be compensated at the following hourly rate of pay:

2009 - 2010	\$43.77
2010 - 2011	\$44.61
2011 - 2012	\$45.41

3. **Supplemental Compensation Rate**

The Supplemental Compensation Rate shall be used to compensate for all other types of activities for which a specific rate of compensation does not appear herein nor has there been any agreement between the Board and the Association to negotiate a separate rate of pay. The rates shall be as follows:

2009 - 2010	\$43.77
2010 - 2011	\$44.61
2011 - 2012	\$45.41

B. **Attendance Officers**

Attendance officers shall receive a salary of:

2009 - 2010	\$59,501
2010 - 2011	\$60,632
2011 - 2012	\$61,723

C. **Guidance Counselors & Child Study Team - Summer Rate**

Guidance Counselors and Child Study Team members shall be paid at the per hour rate of \$43.77 for 2009-10, \$44.61 for 2010-11 and \$45.41 for the 2011-12 school year.

At the Board's option, any number of guidance counselors, (high school/middle schools, and or child study team members, may be designated as 11 month employees. Employees so affected will be given advance notice. Base salary adjustment shall be at the rate of 10% of their salary.

D. **Longevity**

1. Except as stated herein below, all longevity entitlements are listed on each of the respective salary guides for each class of employees so entitled.
2. The attendance officers shall receive a total of \$500 in longevity increments. A \$200 longevity increment shall be awarded after (14) years of service in Old Bridge and an additional \$300 shall be granted after completion of nineteen (19) years of service to Old Bridge.

E. **Band Directors**

All band directors will participate in after school activities on a rotating basis as directed by the administration.

1. The Band Director will be paid by the Board for his services for the event from the Board office at the rate of 1/200 of his annual salary.
2. The Band Director shall respond within two weeks of written notification of a request for his services.

F. **Co-op Coordinators**

Co-op Coordinators shall receive 6% of their annual salary for working six (6) hours per day for twenty (20) days.

G. Environmental Program

Any employee participating in the entire Environmental Program, for two (2) consecutive nights, will be paid a stipend of \$25.00 for each night.

H. Chaperones

Any employee chaperoning a day trip, which exceeds the normal working day, shall be paid a single meal allowance of \$9.00 for 2009-2012 school years.

I. TV Studio Instructor

TV Studio Instructor shall be compensated at the per hour rate of \$43.77 for 2009-10, \$44.61 for 2010-11 and \$45.41 for the 2011-12 school year for any after school program approved by the Board or Central Administration.

J. The Athletic Trainers

The athletic trainers shall receive 3% of their annual salaries for working the additional two weeks during the summer.

K. Public Relations Coordinator

1. The position of Public Relations Coordinator shall be paid on the basis of a twelve (12) month position.

2009-10	\$13,097
2010-11	\$13,359
2011-12	\$13,626

2. The monthly rate shall be considered as part of the Public Relations Coordinator's base pay for pension purposes if appropriate under applicable pension statute. Such pay shall be issued on

the regular pay days of the 15th and 30th of each month for twenty (20) payments per year, and as separate payments on those dates during July and August.

3. The Public Relations Coordinator shall not have a designated weekly, monthly or yearly number of hours to work but shall provide the Superintendent of Personnel with a monthly log of time spent. The parties agree that if and when the time devoted to the position of Public Relations Coordinator becomes excessive the parties shall meet and reexamine the monthly rate of pay established herein.

L. Middle School Activities Coordinators

1. The advisor shall be assigned three (3) teaching periods, not to conflict with student lunch schedules.

2. Assigned class shall require only one (1) preparation to the extent possible. None of the assigned classes shall be in-school suspension. No duty period shall be assigned. Current office space will be preserved.

M. High School Activities Coordinator

1. There shall be one (1) Student Activities Advisor at the high school. The Advisor shall have secure office space available at OBHS -Main Building and Grade Nine Center for his/her exclusive use.
2. The high school's Activities Advisor shall be assigned a maximum of one (1) teaching period that shall take place exclusively at one campus or the other. The assigned class shall require no more than one (1) preparation and shall be configured as period one. If the one configuration is not possible, the Association shall be notified and shall meet with Central Administration to review the matter in an expeditious matter.

N. Pre and After School BSIP

1. A before and after school BSIP Program will be implemented at certain schools. Qualified staff members who apply to teach in the program shall be paid at the supplemental compensation rate.
 2. Staff teaching in those classes shall be compensated for one (1) hour of planning time for each seven (7) hours of instruction time spent with the before/after BSIP Program. If the final sessions of the school year do not work out to a full seven (7) hour cycle compensation for the planning time shall be prorated. Staff time spent in excess of instruction time because student has not been picked up on schedule shall be included on time sheets for additional compensation at the established hourly rate.
1. Procedures for observation or any form of teacher evaluation relative to the before/after school program shall be negotiated before being implemented.

O. Peer Leadership Compensation

1. High school staff members given extra days off as partial compensation for certain Period 1/Homeroom assignments and/or Peer Program commitments shall be permitted to take such days without adherence to the constraints of Personal Leave as designated in Article XVII-Section B or elsewhere in the collective agreement.
2. Any additional staff member who will be similarly granted such time in the future, shall have such time treated in accordance to this provision.

P. 6th Period Compensation Calculation

Teachers shall be compensated at 20% of annual salary for teaching a 6th class (prorated for the days actually taught) at their respective rate and based on their respective degree salary guide of Steps 1 to 6. However, no teacher will be compensated above the 6th step based on their respective degree salary guide.

Q. Non-Degree Certificated Staff

Those teachers who are employed with or eligible for a Vocational Education Certificate and who do not hold a Bachelor's Degree shall be compensated at the rate of Ninety-three and one half percent (93.5%) of Schedule A - Bachelor's Degree Salary Guide.

R. Webmaster

The Webmaster will be compensated at the rate of \$7,496 for 2009-10, \$7,646 for 2010-11 and \$7,799 for 2011-2012. The Webmaster will be provided with a Board's supplied laptop computer and will have no duty period.

S. Grade Twelve BSIP/SRA Rate

Teachers who are required to participate in the Special Review Assessment (SRA) Program will be given release time to the extent possible. If it is necessary for them to work beyond the school day, compensation will be provided at the supplemental rate.

T. Terminal Leave Pay

1. All employees accruing 100 sick and/or personal days and who leave the district after 20 years of service or retire in T.P.A.F. (Teachers' Pension and Annuity Fund) or P.E.R.S. (Public Employees' Retirement Service), excluding deferred retirement, shall be reimbursed 50% pay for each unused accumulated sick or personal day based on the per diem rate established by the employee's final year's salary. Such reimbursement shall not exceed the difference between their salary and the first step of their track on their respective guides (i.e., BA, BA+15, MA, etc.) With

respect to custodians and secretaries the difference shall be between their salary and the first step on their respective class or classification.

2. Payments made pursuant to this clause shall be made after July 1, but no later than July 15th, in the school year in which the individual retires or leaves. The individual may elect to defer such payment to the January following the school year in which the individual retires or leaves the district, with such deferred payment to be made after January 1 but no later than January 15, provided that such election shall be irrevocable and shall be communicated in writing to the Board no later than two (2) weeks after the Board meeting at which the individual's notice of intent to retire or leave is approved.

3. An employee, who dies after accruing 100 sick or personal days after 20 years of service, will have qualified for the above described benefit and such benefit shall be paid to his/her estate.

U. Employee Illness During the Work Day

1. If an employee reports to work, becomes ill, and leaves said employee shall be charged a prorated amount of sick leave.

2. The employee shall, prior to leaving, report to the school nurse who shall inform the principal or supervisor of the employee's condition. Said principal or supervisor shall have the responsibility for dismissing the employee.

3. The following is the schedule to be followed:

Grade Level Assigned:

High School

After sign in / before end Pr. 3

Three-quarter day

Pr 4 - Pr. 8

Half day

Pr. 9 - before sign out

One-quarter day

Middle School

After sign in / before end Pr. 3

Three-quarter day

Pr. 4 - 5

Half day

Pr. 6 - before sign out

One-quarter day

Elementary School

After sign in / before 11:05 a.m.

Three-quarter day

11:05 a.m. to 1:15 p.m.

Half day

After 1:15 pm - before sign out

One-quarter day

V. Technology Support Personnel

1. Bldg. support tech staff shall be granted an annual stipend in the amount of:

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Elementary	\$ 928	\$ 947	\$ 965
Middle School	\$1,390	\$1,418	\$1,446
High School	\$2,202	\$2,246	\$2,291

W. Accrued Sick Leave Payment

After accruing a minimum of fifty (50) sick days in the bank, employees can request payment for up to 10 additional sick days earned during the fiscal year. Days will be capped at a maximum of \$300 per day. The total district payout will be capped at \$250,000, 2009-2010; \$350,000, 2010-2011, and \$450,000, 2011-2012.

All days not paid for will be returned to the sick day bank. The employee's choice is voluntary: employees are not required to cash in their days.

**ARTICLE XXXVIII
DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2009, and shall be in effect to and including June 30, 2012. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. In witness, thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

OLD BRIDGE EDUCATION ASSOCIATION

/s/ Nicole A. Saladino

Nicole A. Saladino

Its President

/s/ Erica Szwalek

Erica Szwalek

Its Secretary

OLD BRIDGE BOARD OF EDUCATION

/s/ Frank Weber

Frank Weber
Its President

/s/ Nancy Mongon
Nancy Mongon
Its Secretary