

AGREEMENT

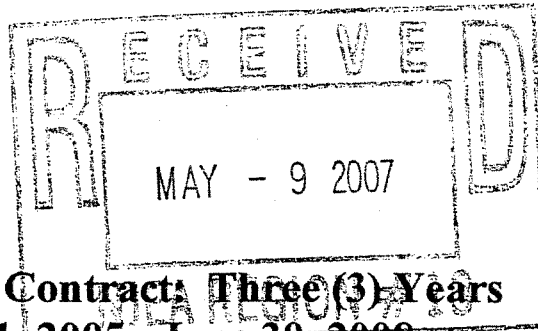
between the

**BOARD OF EDUCATION
of
BOUND BROOK**

**The County of
SOMERSET, NEW JERSEY**

and the

**BOUND BROOK
EDUCATION ASSOCIATION, INC.**



**Length of Contract: Three (3) Years
July 1, 2005 - June 30, 2008**

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Section I

General Provisions: Applies To All Employees in the Negotiating Unit

PREAMBLE

THIS AGREEMENT, entered in this 1st day of July, 2005, by and between the Bound Brook Board of Education, the Borough of Bound Brook, New Jersey, hereinafter called the "Board", and the Bound Brook Education Association, Incorporate, hereinafter called the "Association".

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties, for themselves, their successors and assigns, agree as follows:

ARTICLE 1

RECOGNITION

A. The Board recognizes the Association as the exclusive representative for collective negotiations as required by Chapter 303, P.L. 1968 (N.J.S.A. 34:13A-1 et seq.) and as amended by Chapter 123, P.L. 1974 for all teaching staff members who are under contract in positions requiring certification, or employees who are members of the support staff who are scheduled to work twenty (20) or more hours per week.

(1) Including:

- Nurses
- Librarians
- Guidance Counselors
- Psychologists
- Social Workers
- Learning Disability Specialists
- Speech Therapists
- Department Head Teachers
- Custodians
- Instructional Aides or Paraprofessionals
- Secretaries and Clerks
- Elementary School Specialists - (Art, Music, Physical Education & World Languages)
- Supplemental Teachers
- Supplemental/ESL Teachers
- Reading Specialists
- Physical Education Teachers
- Resource Room Teachers
- Communications Room Teachers
- Media Specialists
- Attendance Officer
- Adult High School Teachers (10 mo.)
- Athletic Trainer

(2) But excluding:

- Substitute Teachers
- Evening School Teachers
- Summer School Teachers
- All Full-time Supervisors and Administrators
- Vice Principals/Assistant Principals
- Principals
- All Cafeteria Employees
- School Business Administrator

Director of Pupil Personnel Services
Director of State & Federal Programs
Director of Curriculum and Instruction
Director of Special Services
Athletic Director
Supervisor of Maintenance
Confidential Secretaries to the Superintendent (2)
Support staff for School Business Administrator (4)
Superintendent
Van/Bus Drivers
Aides (lunchroom, playground, hall duty, nurses, etc.)
All other school employees not specifically included in A.(1) above.

- B. The term "employee," unless otherwise indicated, shall refer to all employees represented by the Association except where such employees are specifically excluded from a part of this Agreement.

ARTICLE 2

BOARD AND ASSOCIATION NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations for a successor Agreement as per N.J.S.A. 34:13A-1 et seq. Prior to such negotiations, the Board may require proofs that the Association remains the duly selected bargaining agent for the employees described in Article 1, A.(1). hereof.
- B. Any Agreement so negotiated shall apply to all employees in the defined negotiating unit and be signed by the Association and the Board and be subject to ratification and adoption by the Board and ratification by the Association.
- C. The parties mutually pledge that their representatives shall be clothed with the necessary authority to conduct meaningful negotiations.
- D. For the duration of this Agreement, the Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement with any organization other than the Association, and the Association assures the Board that its authority as bargaining agent will endure for the lifetime of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement.

ARTICLE 3

ASSOCIATION & EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, P.L. 1968 (N.J.S.A. 34:13A-1 et seq.) and as amended by Chapter 123, P.L. 1974, and Article 1.A. of this Agreement, the Board agrees that every employee of the Board shall have the right freely to organize, join and support the Association.

B. The Association agrees to take whatever action it deems appropriate to insure that its members will abide by the terms of this Agreement.

C. Use of Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon permission first obtained from the school building principal, which permission shall not be unreasonably withheld. If such meeting requires additional custodial services, such costs will be paid by the Association if charged by the Board.

D. Right to Notice and Representation Before the Superintendent or Principal

Teachers will meet and consult with supervisors and administrators upon request. However, whenever a teaching staff member is required to appear before the school building principal or Superintendent concerning a serious matter which may affect his/her employment status or rate of compensation, the principal or Superintendent will notify the teacher in writing forty-eight (48) hours prior to the meeting that such a meeting could affect his/her employment. The teacher has a right to have representation not to exceed three individuals during the meeting with only one individual designated as spokesperson for the Association. These 48 hours shall not include weekends or holidays.

E. Right to Notice and Representation Before the Board

Whenever any employee is required to appear before the Board of Education, any committee, or member thereof concerning any matter which could affect the individual's employment status, then the employee shall be given notice in writing forty-eight (48) hours prior to the meeting of the reasons for such meeting, and shall be entitled to have up to three persons of the employee's own choosing present to advise the employee during such a meeting. However, only one person shall be designated as the spokesperson for the Association. These 48 hours shall not include weekends or holidays.

- F. Negotiations and grievances will normally occur outside work hours, however, whenever any Association representative participates with representatives of the Board in negotiations during work hours, such individual shall suffer no loss in pay and no employee who is involved in grievance proceedings during such time as the Board or any of its representatives is a party shall suffer a loss in pay.
- G. The Board agrees that any such time as it may consider employing substantial instructional services from commercial or industrial sources outside the employees of the District, it will give sixty (60) calendar days notice, when practicable, to the Association of such consideration or decision. This stipulation shall in no way be deemed to impair or otherwise limit the rights of the Board to act in this area. Board action hereunder shall not be grievable under Article 4.
- H. No employee of the Board shall be disciplined, reduced in compensation, given an adverse evaluation of his/her services, or discharged without just or good cause. "Just" or "Good Cause" must show reason, good faith, reasonable grounds, and paper trail/evidence; in other words, "Just" or "Good Cause" cannot be arbitrary or capricious.
- I. No employee will be disciplined in front of peers, students or parents. Any form of discipline will take place in a private setting with only the administrator and the employee who may have his/her representative present.

ARTICLE 4

GRIEVANCE & ARBITRATION PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee(s) or the Association that there has been a personal loss or injury because of a violation or misrepresentation or inequitable application of Board policy, this Agreement or an administrative decision affecting such employee(s). The term "grievance" shall not apply to any matter or with respect to:

- (1) any by-law of the Board of Education which concerns the organization and structure of the Board, which does not concern conditions of employment;
- (2) a complaint of a non-tenured employee which arises by reasons of that employee's not being re-employed;
- (3) the transfer, assignment or reassignment of any non-tenured employee, or the initial appointment of any certificated employee to a position for which tenure is not possible or required; or the appointment, transfer, assignment or reassignment of any tenured employee not involving a loss of salary or other benefit of employment;
- (4) any matter arising out of or in connection with Board action under Article 3, G. hereof;
- (5) any other matter made specifically non-grievable herein.

B. Grievance Procedure

The following procedures shall be adhered to in processing a grievance:

- (1) A grievance to be considered under this procedure must be initiated by the employee or by the Association within twenty (20) school days of the date of its occurrence, or the time the employee or the Association should reasonably have known of its occurrence.
- (2) Any employee who has a grievance shall first discuss it with his/her immediate superior or principal in any attempt to resolve the matter informally at that level.
- (3) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within seven (7) school days, he/she shall set forth the grievance in writing to his/her immediate superior or principal specifying:
 - (a) the nature of the grievance and date of occurrence.

- (b) the specific contractual or other basis for the grievance.
- (c) the relief sought.
- (4) Said Administrator shall communicate his/her decision to the employee in writing within seven (7) school days of receipt of the written grievance.
- (5) The employee, or the Association, not later than seven (7) school days after receipt of the decision mentioned in B(4) above, may appeal the same to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter and stating the employee's dissatisfaction with that decision. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed twenty (20) school days. The Superintendent shall communicate his decision in writing to the employee and to the respective administrator.
- (6) The employee, or the Association, not later than seven (7) school days after receipt of the decision mentioned in B(5) above, may appeal the same to the Board of Education. The appeal to the Board must be made in writing reciting the matter and stating the employee's dissatisfaction with that decision. The Board shall respond in writing to the grievant within thirty (30) school days.

C. Arbitration:

Any grievance concerning the administration and/or interpretation of this Agreement shall be subject to arbitration in accordance with the following procedure:

- 1) Written notice of the submission to arbitration may be given by either party of this agreement not later than ten (10) school days after the receipt of the final decision of the Board of Education.
- 2) Forms for submission of a grievance shall be prepared by the Superintendent and distributed to the various schools so as to facilitate the operation of the arbitration portion of the grievance procedure. Such a form shall contain the following, among other, necessary information:
 - (a) Name of Grievant
 - (b) Assignment
 - (c) Date and place of the incident, occurrence, circumstances given rise to grievance
 - (d) Nature of grievance
 - (e) Nature and extent of the injury, harm, loss or inconvenience claimed
 - (f) Grievant's dissatisfaction with the decision(s) of the administration/Board and the basis why the same should not be overruled
 - (g) Signed certification that all the above are true

- 3) The only grievances which may be arbitrated are those based on an allegation that there has been a violation of the terms of this Agreement.

D. Arbitrability

- 1) If the disagreement over arbitrability persists, the arbitrator appointed under the procedures set forth herein shall rule upon the question of arbitrability prior to hearing the merits of the dispute in question. If the arbitrator rules the matter arbitrable, he/she shall then proceed to hear the dispute on its merits. If either party is unprepared to proceed, and requests a delay, the arbitrator shall accede to such request and shall promptly schedule a second meeting to hear the dispute on its merits.
- 2) Nothing in D(1) above shall, however, prevent the Board from appealing the decision of the arbitrator concerning the question of arbitrability to a court of competent jurisdiction, and the Board reserves all of its legal, equitable, or administrative remedies to have the question of arbitrability finally decided in such other forum.

E. Matters Deemed Nonarbitrable

The following matters will be deemed nonarbitrable if the grievance pertains to:

- (1) A matter not specifically covered by a provision of this Agreement.
- (2) A matter for which detailed method of review is prescribed by law.
- (3) Any by-law of the Board pertaining to its internal operation, which does not concern conditions of employment.
- (4) Any matter which according to law is beyond the scope of Board authority.
- (5) Any other matter specifically made nonarbitrable herein.

F. Procedure to Select Arbitrator

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

- (1) A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators in the dispute in question.
- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.

- (3) If the parties are unable to determine within fourteen (14) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

G. Decision of Arbitrator

The arbitrator shall be limited to the issues submitted to said arbitrator and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be binding. Only the Board and the aggrieved party and the aggrieved party's representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

H. Costs of Arbitrator

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

I. Matters Affecting Grievance Procedures Generally:

Grievance matters are subject to the following:

- (1) In the presentation of a grievance, the employee shall have the right to designate a representative of the Association to appear with him or her at any level.
- (2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- (3) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- (4) All days set forth in the grievance procedure shall be school days. A school day shall be defined as any day that the certificated staff are required to be in attendance.
- (5) All documents, communications, and records dealing with the grievance shall be kept in a file separate from the personnel file.
- (6) All grievance matters shall be confidential.

ARTICLE 5

DEDUCTION FROM SALARY

- A. The Board agrees to deduct dues from the salaries of its employees for the Bound Brook Education Association, the Somerset County Education Association, the New Jersey Education Association, and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the New Jersey Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorization shall be in writing in the set form.
- B. Each of the Associations named above shall certify to the School Business Administrator in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the School Business Administrator written notice on or before August 1st, unless prohibited by circumstances outside the control of the Association prior to the effective date of such change.
- C. Additional authorizations or dues deductions may be received after August 1st under rules established by the State Department of Education.
- D. Request for termination of dues deduction for membership in the Association shall take place twice annually; either January 1 or July 1, whichever occurs first after the request for termination of membership.

ARTICLE 6

EMPLOYEE LEAVE FOR PERSONAL ILLNESS OR DISABILITY

A. Sick Leave Defined

Sick leave is defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.

B. Sick Leave Allowable

(1)

(a) In accordance with N.J.S.A. 18A:30-2, employees will be permitted ten (10) days of paid sick leave in any school year. Employees who work less than five (5) days each week shall receive paid sick leave days on a prorated basis.

(b) Bargaining unit members employed after the beginning of the school year shall at the time of employment be credited with sick leave in an amount proportionate with the number of months and portion of a month remaining in the school year.

(2) Employees who work an 11-month year shall be granted eleven (11) days paid sick leave and employees who work a 12-month year shall be granted twelve (12) days paid sick leave.

(3) The Superintendent of Schools will require for all leaves of absence for personal illness or disability a statement covering the cause of the illness and the dates of the absence to be signed by the employee and certified to by the building principal.

(4) As provided in N.J.S.A. 18A:30-4, the Board of Education retains the authority for the Board and/or the Superintendent to require a physician's certificate for any length of absence due to illness or disability. However, during this contract term the district will not require a doctor's certificate of four (4) days or less, except when the employee has been advised in advance that such a requirement will be imposed in connection with future absences. Physician's certificates will be required in the event that employee absences exceed 20% of any individual school.

(5) Absences of five (5) days or more for personal illness or disability must be certified by a licensed physician. This statement from the physician shall be sent to the School Business Administrator with the first payroll report on or after the fifth day of continual illness. The Superintendent of Schools may require the employee to submit additional certification from the attending physician or may require an examination or examinations by the school physician. The Board shall reimburse the employee for any additional costs incurred by the employee when or if he or she uses the Board's physician. If said request for additional certification or examination requires an employee to take another day's leave, said day will not be charged to the employee.

(6) 18A:30-6 - Prolonged Absence Beyond Sick Leave Period

When absence, under the circumstances described in section 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary.

(7) By September 30 of each year, each individual staff member will be given a written account of all his/her accumulated sick leave as of June 30 of the previous school year.

C. Workers Compensation Rights

The Board shall adhere to the statement of workmen's compensation rights of employees as set forth in N.J.S.A. 18A:30-2.1. This paragraph is inserted for informational purposes only. This paragraph is not to be deemed a term or condition of employment of this Agreement and is not subject to grievance or arbitration.

ARTICLE 7

TEMPORARY LEAVES OF ABSENCE

A. Definition

- (1) This Article shall cover brief absences not chargeable to sick leave or for reasons directly beneficial to the school system. The provisions stated below for leave up to a maximum of ten (10) days at full pay shall be for one year, and no unused days shall be cumulative for use in another year.
- (2) Temporary leaves of absence will be granted on the basis of the schedule set forth in B., C., D. and E. below when applied for through a signed statement by the employee setting forth the pertinent facts related to the reason for which the leave is requested and the number of days used. When this statement has been certified by the school principal, a copy will be forwarded with the next payroll report to the Superintendent for final approval.

B. Bereavement Leave:

- (1) Up to five (5) days leave shall be granted where death occurs in the immediate family of the employee herein defined to be his or her father, mother, spouse, child, brother, sister, or any person making his or her home with such employee to such a degree as to cause such person to be regarded as a member of the immediate family.
- (2) Up to three (3) days leave shall be granted where death occurs to the employee's mother-in-law, father-in-law, or grandparents, provided such decedent is not a member of the immediate family as defined in Bereavement Leave B(1) above.
- (3) Up to one (1) day leave shall be granted where death occurs to any other relative or close friend of the employee.

C. Serious Illness Leave:

Up to three (3) days leave shall be granted for a serious illness in the immediate family of the employee. The "immediate family" is defined in B.(1) above.

D. Other Specified Emergencies of a Personal Nature

- (1) Temporary leave of absence within the ten (10) days' maximum allowed annually may be granted by the Superintendent for any reasons below, provided that the employee makes application at least one week previous to the date of absence.
 - (a) Court attendance compelled by subpoena involving any legal proceeding with the employee's employment with the school system with the

exception of instances where the subpoenaed person would act for the Association against the Board - up to three (3) days.

(b) Marriage of employee - up to two (2) days.

E. Other Unspecified Emergencies of a Personal Nature Which Cannot be Handled Outside of School Hours

- (1) Each employee may take up to two personal days per contract year without having to state the reason for the personal day(s) within the ten (10) days maximum leave allowed under D. above. The employee is expected to apply for the day(s) five workdays prior to the absences(s).
 - (a) Any employee who does not use any of the two (2) personal leave days in a contract year will have one sick leave day added to his/her accumulated sick leave days.
- (2) Where an employee can substantiate a sudden emergency, that employee may, under this provision, notify the Superintendent of his/her leave within twenty-four hours previous or subsequent to the date upon which that leave was taken.
- (3) Leave under Section E. will not be granted for any day or days:
 - (a) immediately preceding or following a holiday;
 - (b) which occur during the first or last five (5) working days of the school year;
 - (c) which is designated as an in-service education day;
 - (d) when five (5) or more teachers have taken a personal day on the date(s) request (applicable to teachers only);
 - (e) when four (4) or more secretaries have taken a personal day on the date(s) request (applicable to secretaries only);
 - (f) when two (2) or more custodian(s) have taken a personal day on the date(s) request (applicable to custodians only);
 - (g) when two (2) or more aide(s)/paraprofessional(s) have taken a personal day on the date(s) requested (applicable to aides only).
- (4) Notwithstanding the aforesaid limitations, the Superintendent may nonetheless grant such a temporary leave of absence for a personal day or days if, in the exercise of the Superintendent's sole discretion, the Superintendent determines the nature of the emergency justifies the grant.

F. Other Temporary Leaves - Superintendent's Discretion

The Superintendent may grant other temporary leaves of absence if, in the exercise of the Superintendent's sole discretion, the Superintendent determines the leave is justified.

G. Other Temporary Leaves

Other temporary leaves of absence for which an employee desires consideration may be referred to the Board of Education by submission of a statement providing all of the particulars of the case to the Superintendent.

H. Military Reserve Obligation

In accordance with RS 38:23-1, an employee who is a member of the organized reserve of the U.S. Army, U.S. Naval Reserve, U.S. Air Force Reserve, or U.S. Marine Corps Reserve, or other organization affiliated therewith, shall be entitled to leave of absence from the employee's respective duty without loss of pay or time on all days on which the employee shall be engaged in field training.

ARTICLE 8

EXTENDED LEAVES OF ABSENCE TO ALL PERSONNEL

A. Military Leave

- (1) In accordance with State Department of Education regulations, in time of war or emergency, military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.
- (2) Upon return from leave granted pursuant to A(1) above, each twelve (12) months or major fraction thereof of honorably discharged military service in the Armed Forces of the United States shall be calculated as a year of teaching experience on the salary schedule, with a total of four years' military service as the maximum, to be granted.
- (3) Under A(1) above, all benefits to which an employee was entitled at the time that employee's extended leave of absence commenced including unused accumulated sick leave, shall be restored to the employee upon the employee's return, and said employee shall be assigned within the scope of the employee's certification (if applicable), and as close to the employee's previous position as possible.

B. Disability Leave

(1) Anticipated Disability Leave

- (a) Any employee who anticipates the need to request a disability leave of absence shall notify the Superintendent as soon as the condition which may result in disability is known. Any pregnant employee shall notify the Superintendent of Schools, through her principal, of her pregnancy not later than the fifth month of such pregnancy.
- (b) The Board shall have the right at any time prior to the time of the expected commencement date of disability to require a certificate of fitness from the employee's physician or may require such employee to be examined by its own physician. Similarly, the Board may require a certificate of fitness from the employee's physician or may require such employee to be examined by its own physician prior to any return to employment.
- (c) In all cases where there is a dispute or difference of opinion between the employee's physician and the Board physician, the two doctors will select a third, and the parties will be governed by the opinion of the third physician. Should the doctors not agree on such third doctor, he will be selected by the County Superintendent of Schools.

- (d) In no event shall the Board be obligated to permit an employee anticipating a state of disability to continue in the performance of his or her duties where the health of said employee has substantially declined from that period prior to the time when notification was given of the state of anticipated disability. The employee requesting a leave under the provisions of B(1)(a) above shall specify in writing the date on which he or she anticipates commencement of said leave and the date on which he or she anticipates to return to employment.
- (e) The Board may require an employee requesting leave under B(1)(a) above to produce a statement from his or her physician stating that the employee is or will be disabled pursuant to B(1)(a) above including anticipated commencement and termination dates for said disability. In the event of a disagreement by the medical examiner of the Board of Education, the provisions of B(1)(c) above shall be followed.
- (f) If the provisions of the foregoing sections have been met, the Board shall grant an unpaid leave of absence to an employee up to the balance of the year which concludes on June 30, or for a shorter period as determined by a medical examiner.
- (g) The employee may seek an additional unpaid leave of absence of one full school year or less by making application to the Superintendent no later than April 1. The application shall include the employee's statement as to the period of additional unpaid leave required, not to exceed one additional school year. It must be accompanied by a physician's statement pursuant to B(1)(e).
- (h) During the period of actual disability, an employee granted an unpaid leave of absence may use accumulated sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et seq.
- (i) Any pregnant employee will be deemed eligible for sick leave to the extent allowable or to utilize accumulated sick leave commencing with the 9th month of pregnancy or twenty (20) working days prior to the expected date of birth (whichever date last occurs) and shall continue until twenty (20) working days or one month after the birth of a child (whichever date first occurs).
- (j) If an employee files a certificate from her physician that she is disabled beyond the times stated in B(1)(h) above as consequence of an abnormal pregnancy or birth, she shall be paid sick leave for the period of time she is so disabled. The Board shall have the right to have such employee examined by its own physician to confirm the existence of such disability. Disputes shall be resolved under the provisions of B(1)(c) above.

- (k) The provisions of B(1)(a) et seq. shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any nontenured teacher beyond the end of the contract school year in which the leave is obtained.
- (l) Employees who desire to return to work earlier than the anticipated return date provided under this Article shall provide the Board with at least four (4) weeks notice.
- (m) Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated.
- (n) Whenever a person is hired to fill in for an employee on disability or maternity leave, said person will be informed that the position is for a disability or maternity leave, and said information will be clearly stated in the individual's personal contract.

C. Teachers who retire for service or disability under the rules of T.P.A.F. and who have completed a minimum of ten years of service in Bound Brook, will be paid for all accumulated sick leave days, after the first fifty (50), which shall be deductible, at the rate of \$78.00 in 2005/06, \$81.12 in 2006/07 and \$84.36 in 2007/08 per day. Other employees who retire for service or disability under the rules of T.P.A.F. or P.E.R.S., and who have completed a minimum of ten years of service in Bound Brook, will be paid for all accumulated sick leave days, after the first fifty (50), which shall be deductible, at the rate of \$62.40 in 2005/06, \$64.90 in 2006/07 and \$67.49 in 2007/08 per day. Employees must provide notice by December 15th of their intent to retire. If this requirement is missed, payments may be postponed to the following year. Upon retirement, the employee may choose to receive their sick leave payment distributed for up to two years from retirement date.

ARTICLE 9

CHILD-CARE LEAVE

A. Definition and Scope

When an employee desires unpaid leave in connection with child care and such leave is not paid sick leave as heretofore defined in this Agreement, such unpaid leave will be governed by the provisions in this Article.

B. Applications for child-care leave shall be made by the employee to the Superintendent at least three (3) months prior to the anticipated leave.

C. Applications shall be made on forms provided by the Board and shall indicate the commencement and termination dates of said leave within the limits of D. and E. below.

D. Child-care leave shall be granted to tenured employees for the balance of the school year (concluding June 30) in which the child is born and for one additional school year. The tenured employee shall state whether he or she desires a leave solely for the balance of the school year in which the child is born or for an additional school year.

E. An employee who is on child-care leave under the provisions of D. above may apply for an additional full school year of such leave. Application shall be made on the child-care leave form provided by the Board and shall be received by the Superintendent no later than April 1st prior to the termination of the leave granted under D. above.

F. Any employee adopting a child shall be granted a child-care leave in conformity with the provisions of B., C., and D. above which shall commence upon the date such employee obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable. An extension of child-care leave may be made under the provisions of E. above.

G. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated, under the provisions of Article 8, B(1)(b).

H. Upon return from a child-care leave all benefits to which the employee was entitled at the time of the commencement of the leave, including unused accumulated sick leave, shall be restored.

ARTICLE 10

HEALTH INSURANCE

- A. The Board agrees to provide during the term of this Agreement and to make available to each eligible employee, the employee's spouse and unmarried dependent children, the program of hospital, medical, and surgical insurance as provided by the Public and School Employee's Health Benefit Act of the State of New Jersey, Policy No. 92,000 or its substantive equivalent.
- B. The Board agrees to pay the full premium for eligible employees working half time or more for full individual health insurance coverage as described above. The Board agrees to pay the cost of the premium for eligible employees' dependents (spouse and unmarried dependent children) for the duration of this Agreement.
- C. The Board will continue to pay the premiums for a family dental plan to maintain the same level of coverage as was in effect on June 30, 2002.
- D. In making group health insurance available to employees, the Board reserves full authority to designate or change insurance carriers or policies during the term of this Agreement so long as substantively equivalent coverage is maintained.

ARTICLE 11

POSTING

The Board will post in all school buildings a list of all unit vacancies and promotional and work opportunities. These postings will include vacancies and opportunities for all employees. All postings shall be for a minimum of fourteen (14) calendar days. Acting appointments may be made pending final appointment.

Whenever the Board creates a new position for which a stipend must be negotiated, the stipend must be agreed upon before the position can be posted, advertised or appointed and before any work can begin. All such postings must include the negotiated salary or salary range.

SECTION II

ARTICLE 12

TEACHING HOURS AND TEACHING LOAD

A. Workday

- (1) Length of the regular workday for elementary school teachers (pre-K through 5) will be 7 hours and 15 minutes, including a 45-minute (or whatever number of minutes constitutes the then current length of a elementary student lunch period) duty-free lunch period. The length of the regular workday for middle school teachers (6 through 8) and high school teachers (9 through 12) will be 7 hours and 25 minutes, including the lunch period. On Fridays, and days immediately preceding non-instructional days, the teachers' workday will normally cease at the end of the students' day.
- (2) Building based teachers shall not be required to remain in the building after the regular school workday as herein after defined for attendance at more than two professional or staff meetings per month. One such meeting can be used to discuss and review (but not write or author) programmatic and curricular content, materials, and documentation. Said meetings shall last no more than one hour after dismissal time.
- (3) Notwithstanding the limitations above mentioned, teachers shall be required to remain after the regular workday or to return to the building where such assignments involve traditionally assigned duties in the district such as club sponsorship, or supervision of dances.
- (4) Teachers will be required to attend one "Back-to-School" night. Back-to-School night is expected to be scheduled in September or early October and is defined as being the evening at which staff is introduced to the parents and is available to answer general questions the parents may have about their particular class(es). Teachers will also be available for two evening conferences, one to be scheduled during the fall conference period, the other to be scheduled in the spring. The attendance for the two evening conferences will not exceed two hours per evening and will end by 9:30 p.m. The building principal and his/her participating staff will agree upon the beginning and ending times of the two evening meetings. No teacher will be expected to work in a building without an administrator in attendance. On all three days when staff is expected to return for the evening duty, teachers will be dismissed two (2) hours earlier than their normal dismissal time based upon the respective length of the regular workday as defined in Section II, Article 12, A.(1) above. Teachers who teach zero period will be dismissed two (2) hours earlier than their normal dismissal. Teachers may volunteer to attend additional evening functions and both the Board and the

Association strongly encourage teacher attendance at P.T.O. functions and meetings.

- (5) In addition to the above, teachers will be required to give the necessary time as individuals or members of committees to take part in the periodic evaluation by the State Department and the Middle States Association of Secondary Schools and Colleges.
- (6) No staff/department meetings shall be scheduled for after school on days immediately preceding non-instructional days.

B. Work Load

- (1) High School teachers (grades 9 through 12)
 - (a) Teachers shall be assigned either five (5) classes and no duties or four (4) classes and one (1) duty per day.
 - (b) Teachers shall be guaranteed a minimum of two duty-free prep periods per day during the students' instructional time.
 - (c) Teachers shall be guaranteed a duty-free lunch period equal to the student period or twenty-five minutes, whichever is greater.
 - (d) The Board recognizes that in grades 9 through 12, the number of preparations taught affects the teacher's workload, therefore, district school administrators shall assign at most three (3) different preparations to an individual teacher.
 - (e) A "preparation" shall be deemed to mean such preparation as may be required for different courses within the same subject field (i.e., Algebra I and Algebra II) or where different textbooks are used with the same subject field for different classes, or where there is a substantial difference in approach to the same subject required because of substantial differences among individual group abilities within the field. A "preparation" shall not arise simply or only because different lesson plans may be necessary.
 - (f) Best efforts will be made to assign no more than (3) three straight assignments, but no teacher will be assigned more than four (4) straight assignments.
 - (g) Additional class coverages will not be assigned if it will result in more than four straight assignments.

- (2) Middle School (grades 6 through 8)
 - (a) Teachers shall be guaranteed a minimum of eighty (80) minutes of prep time per day during the students' instructional day. Each prep shall be no less than forty (40) continuous minutes.
 - (b) Teachers shall be guaranteed a duty-free lunch period equal to the student lunch period or twenty-five minutes whichever is greater.
 - (c) No teacher shall be required to teach two-hundred-forty minutes (240) straight without a lunch break during that time.

C. Notification of Assignment

- (1) Teachers shall receive a written notice of their tentative class and subject assignment for the following year by June 1st, whenever feasible, subject to administrative change in the event of material change in circumstances or emergencies.
- (2) Any administrative changes in grade, subject or building assignment of teachers will be preceded by a conference to be held not later than June 1st between the individual teacher(s) affected and the building principal, except that such conferences may be held later than June 1st if occasioned by emergency or substantial change in circumstances.

D. Preparation Periods

The Board and the Association agree that a teacher shall have preparation periods during the school day which can be used for the mutual benefit of the teacher and the student.

- (1) High School (9-12)
 - (a) Teachers shall be guaranteed a minimum of two duty-free prep periods per day during the students' instructional time. Both parties recognize and encourage that part of this time shall be utilized for teacher-student conferences. And during one of these periods, qualified teachers may be called upon for supervision of assembly periods and for emergency duty which shall include those times when students require supervision because of an authorized or permitted absence of their teacher and there are no qualified teachers who are available for such coverage on a voluntary basis. Such qualified teachers shall be selected on an equitable basis to assure an equitable distribution of such assignments.
 - (b) Under the provisions of D.(1)(a) above, where a teacher, under the direction of the principal or designee, loses a duty-free preparation period

in order to cover a class period, or attend a code required special education meeting, the teacher shall be reimbursed for each such period from the first such period in each school year by \$41.60 in 2005/06, \$43.26 in 2006/07 and \$44.99 in 2007/08 per coverage.

- (c) Teachers in grades 9-12 who have to work with an aide, e.g. and aide for bilingual or ESL instruction, and who have to prepare material, plans, etc, for said aide shall have no more than four (4) class periods per day.

(2) Middle School (6-8)

- (a) Teachers shall be guaranteed a minimum of eighty (80) minutes of prep time per day during the students' instructional time. Each prep shall be no less than forty (40) continuous minutes. Both parties recognize and encourage that part of this time shall be utilized for teacher-student conferences. And during one of these periods, qualified teachers may be called upon for supervision of assembly periods and for emergency duty which shall include those times when students require supervision because of an authorized or permitted absence of their teacher and there are no qualified teachers who are available for such coverage on a voluntary basis. Such qualified teachers shall be selected on an equitable basis to assure an equitable distribution of such assignments.
- (b) Under the provisions of D.(2)(a) above, where a teacher, under the direction of the principal or designee, loses a duty-free preparation period in order to cover a class period, or attend a code required special education meeting, the teacher shall be reimbursed for each such period from the first such period in each school year by \$41.60 in 2005/06, \$43.26 in 2006/07 and \$44.99 in 2007/08 per coverage.
- (c) Teachers in grades 6-8 who have to work with an aide, e.g. and aide for bilingual or ESL instruction, and who have to prepare material, plans, etc, for said aide shall have no more than two and one half blocks per day.

(3) Elementary Schools (PreK - 5)

- (a) The Board shall provide two hundred and ten (210) minutes of preparation time per week for full time teachers in the elementary school including a continuous, full elementary-length preparation period, but no less than thirty (30) continuous minutes, per day. This program will be implemented by relieving teachers of classroom responsibilities during some of the specialist-taught classes of art, music, physical education, and like subjects. Principals shall be encouraged to work toward this goal when scheduling specialists to assure uniform preparation time among teachers.

The Board and Association agree that teachers may be used during these periods in case of emergency.

- (1) When an elementary classroom teacher is assigned to teach his/her own or another teacher's class during a scheduled art, music, or physical education period, and like subjects or attend a code required special education meeting, he/she will be compensated for each such coverage from the first such period in any school year at the rate of \$41.60 in 2005/06, \$43.26 in 2006/07 and \$44.99 in 2007/08 per coverage.
- (b) The Board shall provide one hundred and fifteen (115) minutes of preparation time per week for each regular full time pre-kindergarten teacher. This program will be implemented by relieving teachers of classroom responsibilities during some of the specialist-taught classes of art, music, physical education, and like subjects. Principals shall be encouraged to work toward this goal when scheduling specialists to assure uniform preparation time among teachers. The Board and Association agree that teachers may be used during these periods in case of emergency. Additionally, there is approximately seventy (70) minutes per day between the morning and afternoon pre-kindergarten sessions. Each regular full time pre-kindergarten teacher shall have that period of time each day not utilized as a duty-free lunch period as preparation time. However, this preparation time shall be utilized in part for the dismissal of departing morning students and the receiving of arriving afternoon students.
 - (1) When a kindergarten and pre-kindergarten teacher is assigned to teach his/her own or another teacher's class during a scheduled art, music, or physical education period, and like subjects or attend a code required special education meeting, he/she will be compensated for each such coverage from the first such period in any school year at the rate of \$41.60 in 2005/06, \$43.26 in 2006/07 and \$44.99 in 2007/08 per coverage.
- (4) The Board shall provide specials teachers (vocal music, instrumental music, art and physical education, and like subjects) scheduled for back-to-back classes five (5) minutes of set-up time between classes.
- (5) Certificated staff/pupil contact time at all elementary levels shall begin 20 minutes after the official reporting time of the certificated staff. No certificated staff shall be required to report prior to 8:00 A.M. The 20 minute time period in the morning shall be guaranteed prep time and is in addition to the 210 (K-5) and the 115 (pre-k) guaranteed prep time stipulated in D.(3)(a) and D.(3)(b) above. The additional forty-five minute time period at the end of the school day shall not be used for additional assignments or duties. Staff may, however, choose to use

APPENDIX B

Extracurricular Compensation Guide

A teacher who is appointed to an extra-curricular assignment shall be placed at such step of the extra-curricular assignment salary guide that applies to him or her as the Board, upon recommendation of the Superintendent of Schools, shall approve in accordance with the contract provision.

For employment effective July 1, 1975, or thereafter, teachers newly appointed to a coaching or other paid extra-curricular assignment will be placed at the first step of the salary guide; however, the district may provide credit for past public school coaching or other extra-curricular experience.

A year's coaching experience is defined as one school year when a teacher coaches' one or more sports. Coaches who are promoted from assistant to associate or head coach will be placed on the appropriate salary level in accordance with their coaching experience.

Teachers who are assigned other extra-curricular activities will be placed on the salary guide in accordance with the years of supervisory experience in the same position or field.

The Board of Education reserves the authority to create additional extra-curricular positions whenever required by NJSIAA rules, pertinent statutes or court decisions, or unanticipated student needs.

Any Board approved "club" currently in existence but which is currently non-stipended shall be added to the extra-curricular compensation guide at the Peer Leadership Advisor rate. Any honor society currently non-stipended or formed in the future shall be paid at the current National Honor Society rate, e.g., the Interact Club is currently non-stipended, and the advisor should now be compensated.

EXTRACURRICULAR COMPENSATION GUIDES

	2005-06 1-3 yrs	2005-06 4+ yrs	2006-07 1-3 yrs	2006-07 4+ yrs	2007-08 1-3 yrs	2007-08 4+ yrs
Head Football	6,260	7,644	6,510	7,950	6,771	8,268
Associate Football	4,359	4,957	4,533	5,155	4,714	5,361
Athletic Trainer	4,670	5,313	4,856	5,526	5,051	5,747
Head Basketball	6,063	6,800	6,306	7,072	6,558	7,355
JV Basketball	4,151	4,825	4,317	5,018	4,489	5,218
Freshman Basketball	3,767	4,317	3,918	4,490	4,074	4,669
7th & 8th Basketball	3,767	4,317	3,918	4,490	4,074	4,669
Girls Head Basketball	6,063	6,800	6,306	7,072	6,558	7,355
Girls JV Basketball	4,151	4,825	4,317	5,018	4,489	5,218
Girls 7th & 8th Basketball	3,767	4,317	3,918	4,490	4,074	4,669
Head Baseball	5,180	5,761	5,387	5,991	5,603	6,231
JV Baseball	3,767	4,317	3,918	4,490	4,074	4,669
Head Softball	5,180	5,761	5,387	5,991	5,603	6,231
JV Softball	3,767	4,317	3,918	4,490	4,074	4,669
7th & 8th Softball	3,767	4,317	3,918	4,490	4,074	4,669
Head Boys Track	5,180	5,761	5,387	5,991	5,603	6,231
Assistant Boys Track (2)	3,767	4,317	3,918	4,490	4,074	4,669
Head Girls Track	5,180	5,761	5,387	5,991	5,603	6,231
Assistant Girls Track (2)	3,767	4,317	3,918	4,490	4,074	4,669
Head Winter Track	5,180	5,761	5,387	5,991	5,603	6,231
Assistant Winter Track	3,767	4,317	3,918	4,490	4,074	4,669
Head Wrestling	6,063	6,800	6,306	7,072	6,558	7,355
Assistant Wrestling	4,151	4,825	4,317	5,018	4,489	5,218
7th & 8th Wrestling	3,767	4,317	3,918	4,490	4,074	4,669
Boys Tennis	5,180	5,761	5,387	5,991	5,603	6,231
Assistant Boys Tennis	3,767	4,317	3,918	4,490	4,074	4,669
Girls Tennis	5,180	5,761	5,387	5,991	5,603	6,231
Assistant Girls Tennis	3,767	4,317	3,918	4,490	4,074	4,669
Golf	3,767	4,317	3,918	4,490	4,074	4,669
Head Cross Country	5,180	5,761	5,387	5,991	5,603	6,231
Assistant Cross Country	3,873	4,475	4,028	4,654	4,189	4,840
Head Gymnastics	5,180	5,761	5,387	5,991	5,603	6,231
Assistant Gymnastics	3,767	4,317	3,918	4,490	4,074	4,669

	2005-06 1-3 yrs	2005-06 4+ yrs	2006-07 1-3 yrs	2006-07 4+ yrs	2007-08 1-3 yrs	2007-08 4+ yrs
Head Boys Soccer	5,180	5,761	5,387	5,991	5,603	6,231
JV Boys Soccer	3,873	4,475	4,028	4,654	4,189	4,840
Head Girls Soccer	5,180	5,761	5,387	5,991	5,603	6,231
JV Girls Soccer	3,873	4,475	4,028	4,654	4,189	4,840
Strength Coach	3,037	3,340	3,158	3,474	3,285	3,613
Fall Cheerleading	1,452	1,585	1,510	1,648	1,570	1,714
Fall Cheerleading Assistant	1,095	1,177	1,139	1,224	1,184	1,273
Winter Cheerleading	1,961	2,146	2,040	2,231	2,121	2,321
Winter Cheerleading Assistant	1,465	1,576	1,524	1,639	1,585	1,704
7th & 8th Cheerleading	2,193	2,348	2,281	2,442	2,372	2,540
Band Director/Color Guard	4,995	5,546	5,195	5,768	5,403	5,999
Assistant Band Director	2,745	2,921	2,854	3,038	2,969	3,160
Choral Director	2,098	2,594	2,182	2,698	2,269	2,805
Drama Coach	4,995	5,546	5,195	5,768	5,403	5,999
Assistant Drama	1,482	1,710	1,541	1,778	1,603	1,849
Forensics Coach	3,637	3,998	3,782	4,158	3,934	4,324
Stagecrafters Advisor	1,873	2,072	1,948	2,155	2,026	2,241
Musical Advisor	1,565	1,604	1,628	1,668	1,693	1,735
School Newspaper	3,637	3,998	3,782	4,158	3,934	4,324
Yearbook	3,637	3,998	3,782	4,158	3,934	4,324
MS Newspaper	1,990	2,162	2,069	2,249	2,152	2,339
MS Yearbook	1,332	1,467	1,386	1,526	1,441	1,587
Literacy Magazine	1,884	2,094	1,960	2,177	2,038	2,265
Senior Class Advisor	1,768	1,976	1,839	2,055	1,912	2,137
Junior Class Advisor	1,630	1,838	1,695	1,911	1,763	1,988
Sophomore Class Advisor	1,383	1,499	1,439	1,559	1,496	1,621
Freshman Class Advisor	1,383	1,499	1,439	1,559	1,496	1,621
MS Class Advisor	2,427	2,667	2,524	2,773	2,625	2,884
Student Council Advisor	2,427	2,667	2,524	2,773	2,625	2,884
Student Activities Accountant	4,371	4,622	4,546	4,807	4,728	4,999
Tournament of Excellence	636	723	662	752	688	782
Academic League	1,369	1,552	1,423	1,614	1,480	1,678
Peer Leadership	1,383	1,499	1,439	1,559	1,496	1,621
Interact Club	1,383	1,499	1,439	1,559	1,496	1,621
Core Team	1,383	1,499	1,439	1,559	1,496	1,621
MS National Honor Society	1,552	1,667	1,614	1,734	1,678	1,803

	2005-06 1-3 yrs	2005-06 4+ yrs	2006-07 1-3 yrs	2006-07 4+ yrs	2007-08 1-3 yrs	2007-08 4+ yrs
HS National Honor Society	1,552	1,667	1,614	1,734	1,678	1,803
Spanish National Honor Society	1,552	1,667	1,614	1,734	1,678	1,803
Project Graduation	1,383	1,499	1,439	1,559	1,496	1,621
Head HS Robotics	3,764	4,316	3,914	4,489	4,071	4,668
Assistant HS Robotics	1,881	2,164	1,957	2,251	2,035	2,341
Head MS Robotics	2,312	2,720	2,404	2,828	2,501	2,942

		Hourly		Hourly		Hourly
Bedside Instruction		58.32		60.66		63.08
Behind the Wheel Driving		44.16		45.92		47.76
Intramural Athletics		60.48		62.90		65.41

APPENDIX C

SECRETARY & CLERICAL STAFF SALARY GUIDE

2005-06

Step	A	B	B(10)	C
1	36,670	34,945	29,121	33,445
2	37,170	35,445	29,538	33,945
3	37,670	35,945	29,954	34,445
4	38,170	36,445	30,371	34,945
5	38,670	36,945	30,788	35,445
6	39,170	37,445	31,204	35,945
7	39,670	37,945	31,621	36,445
8	40,170	38,445	32,038	36,945
9	40,670	38,945	32,454	37,445
10	41,170	39,445	32,871	37,945
11	41,670	39,945	33,288	38,445
12	42,485	40,760	33,967	39,260
13	43,316	41,591	34,659	40,091
14	44,164	42,439	35,366	40,939
15	45,029	43,304	36,087	41,804
16	45,911	44,186	36,822	42,686
17	46,811	45,086	37,572	43,586
18	47,729	46,004	38,337	44,504
19	48,666	46,941	39,118	45,441
20	49,622	47,897	39,914	46,397

APPENDIX C

SECRETARY & CLERICAL STAFF SALARY GUIDE

2006-07

Step	A	B	B(10)	C
1	37,970	36,245	30,204	34,745
2	38,470	36,745	30,621	35,245
3	38,970	37,245	31,038	35,745
4	39,470	37,745	31,454	36,245
5	39,970	38,245	31,871	36,745
6	40,470	38,745	32,288	37,245
7	40,970	39,245	32,704	37,745
8	41,470	39,745	33,121	38,245
9	41,970	40,245	33,538	38,745
10	42,470	40,745	33,954	39,245
11	42,970	41,245	34,371	39,745
12	43,785	42,060	35,050	40,560
13	44,616	42,891	35,743	41,391
14	45,464	43,739	36,449	42,239
15	46,329	44,604	37,170	43,104
16	47,211	45,486	37,905	43,986
17	48,111	46,386	38,655	44,886
18	49,029	47,304	39,420	45,804
19	49,966	48,241	40,201	46,741
20	50,922	49,197	40,998	47,697

APPENDIX C

SECRETARY & CLERICAL STAFF SALARY GUIDE

2007-08

Step	A	B	B(10)	C
1	39,450	37,725	31,438	36,225
2	39,950	38,225	31,854	36,725
3	40,450	38,725	32,271	37,225
4	40,950	39,225	32,688	37,725
5	41,450	39,725	33,104	38,225
6	41,950	40,225	33,521	38,725
7	42,450	40,725	33,938	39,225
8	42,950	41,225	34,354	39,725
9	43,450	41,725	34,771	40,225
10	43,950	42,225	35,188	40,725
11	44,450	42,725	35,604	41,225
12	45,265	43,540	36,283	42,040
13	46,096	44,371	36,976	42,871
14	46,944	45,219	37,683	43,719
15	47,809	46,084	38,403	44,584
16	48,691	46,966	39,138	45,466
17	49,591	47,866	39,888	46,366
18	50,509	48,784	40,653	47,284
19	51,446	49,721	41,434	48,221
20	52,402	50,677	42,231	49,177

APPENDIX D

CUSTODIAL & MAINTENANCE SALARY GUIDE

2005-06

Step	Custodian	Custodian/Hour	Maintenance	Maintenance/Hour
1-2	25,902	12.45	30,228	14.53
3	26,318	12.65	30,713	14.77
4	26,734	12.85	31,199	15.00
5	27,458	13.20	32,043	15.41
6	28,186	13.55	32,893	15.81
7	28,914	13.90	33,743	16.22
8	30,071	14.46	35,092	16.87
9	31,273	15.04	36,496	17.55
10	32,524	15.64	37,956	18.25
11	33,823	16.26	39,472	18.98
12	35,173	16.91	41,047	19.73
13	36,575	17.58	42,683	20.52
14	38,038	18.29	44,391	21.34
15	39,560	19.02	48,058	23.10
16	41,181	19.80	48,058	23.10

APPENDIX D

CUSTODIAL & MAINTENANCE SALARY GUIDE

2006-07

Step	Custodian	Custodian/Hour	Maintenance	Maintenance/Hour
1	26,402	12.69	30,811	14.81
2-3	26,827	12.90	31,307	15.05
4	27,243	13.10	31,793	15.28
5	27,958	13.44	32,627	15.69
6	28,686	13.79	33,477	16.09
7	29,414	14.14	34,326	16.50
8	30,571	14.70	35,676	17.15
9	31,773	15.28	37,080	17.83
10	33,024	15.88	38,539	18.53
11	34,323	16.50	40,055	19.26
12	35,673	17.15	41,631	20.01
13	37,075	17.82	43,267	20.80
14	38,538	18.53	44,974	21.62
15	40,080	19.27	46,773	22.49
16	41,781	20.09	48,758	23.44

APPENDIX D

CUSTODIAL & MAINTENANCE SALARY GUIDE

2007-08

Step	Custodian	Custodian/Hour	Maintenance	Maintenance/Hour
1	26,970	12.97	31,475	15.13
2	27,402	13.17	31,978	15.37
3-4	27,827	13.38	32,474	15.61
5	28,458	13.68	33,210	15.97
6	29,186	14.03	34,060	16.38
7	29,914	14.38	34,910	16.78
8	31,071	14.94	36,259	17.43
9	32,273	15.52	37,663	18.11
10	33,524	16.12	39,123	18.81
11	34,823	16.74	40,639	19.54
12	36,173	17.39	42,214	20.30
13	37,575	18.06	43,850	21.08
14	39,038	18.77	45,558	21.90
15	40,660	19.55	47,450	22.81
16	42,386	20.38	49,464	23.78

APPENDIX E

Paraprofessional & Instructional Aide Salary Guide

Step	2005-06	2006-07	2007-08
1	10.58	10.86	10.91
2	10.97	11.20	11.28
3	11.37	11.54	11.65
4	11.76	11.88	12.02
5	12.14	12.24	12.39
6	12.53	12.61	12.79
7	12.92	12.98	13.19
8	13.31	13.35	13.59
9	13.70	13.72	13.99
10	14.09	14.09	14.39

Attendance Officer Guide

Step	2005-06	2006-07	2007-08
0-4	29,212	30,380	31,671
5-9	30,234	31,444	32,780
10-14	31,292	32,544	33,927
15+	32,388	33,683	35,115

An Attendance Officer shall be compensated at an hourly rate of \$30.00 per hour for all court appearances outside of the regular workday.

Library / Media Technician Guide

Step	2005-06	2006-07	2007-08
All	36,112	37,556	39,153

Department Head Teacher Guide

Step	2005-06	2006-07	2007-08
All	3,748	3,898	4,064

APPENDIX F

Representation Fee

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as a majority representative.

B. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

(1) Notification

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

(2) Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C.(1) the full amount of the yearly representation fee in equal installments beginning with the first check in February.

(3) Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee for the months that they were employed from the last pay check paid to said employee during the membership year in question.

** Use the appropriate term to designate all members included in the bargaining unit.*

(4) Mechanics

Except as otherwise provided in this Appendix, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for transmission of regular membership dues to the Association.

(5) Change

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

(6) New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, social security numbers, titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

D. Indemnification and Save Harmless Provision

(1) Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of the Article, provided that:

- (a) the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) if the Association so requests in writing the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

(2) Exception

It is expressly understood that Paragraph 1. above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligation imposed upon it by this Article.

APPENDIX G

Workers Compensation Rights

18A:30-2.1 – Payment of Sick Leave for Service Connected Disability provides:

Whenever an employee, entitled to sick leave under this chapter, is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, his employer shall pay to such employee the full salary or wages for the period of such absence up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in Sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 Labor and Workmen's Compensation of the revised statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.