

AGREEMENT

between the

HIGH BRIDGE BOARD OF EDUCATION

and the

HIGH BRIDGE TEACHERS' ASSOCIATION

JULY 1, 1989 through JUNE 30, 1991

LIBRARY
INSTITUTE OF MANAGEMENT
RELATIONS
JAN 3 1989
RUTGERS UNIVERSITY

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PREAMBLE

This Agreement entered into this 18th day of September 1989, by and between the High Bridge Board of Education, hereinafter called the "Board" and the High Bridge Teachers' Association, hereinafter called the "Association."

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 employees in the titles listed below, whether under contract, on leave or employed in the future: Teacher, School Nurse, Librarian, Guidance Counselor, Secretary, Custodian, Speech and Language Specialist, Psychologist, Aide, Social Worker, Learning Disability Teacher/Consultant.
- B. Definitions: Unless otherwise indicated, the term "Teacher" as used in this Agreement shall refer to all those certificated Board employees specified in Section A, above, whether male or female; exclusive of Custodian, Secretary and Aide.
- C. Application: This Agreement or any subsequent negotiated Agreements shall apply to all personnel as defined in Section A above.

ARTICLE II
NEGOTIATION PROCEDURE

- A. The Board and Association agree to begin negotiations for a new agreement as prescribed by the Public Employment Relation Commission ("PERC").
- B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or other of the parties at the time they negotiated or signed this Agreement.

ARTICLE III

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Nothing contained in this Agreement shall be construed to restrict or deny to any employee such rights and privileges as the employee may have under New Jersey School Laws or other applicable laws and regulations.
- B. No employee shall suffer any repercussions because of his/her participation in any legal activities of the Association or its affiliates.
- C. Teachers shall maintain the right and responsibility to determine students' grades within the grading policy of the High Bridge Schools provided that the teacher has taught from the basic course of studies and any other available criteria pertinent to the subject area.
- D. Whenever an employee is required to appear before his/her supervisor for the purpose of formal discipline which could, in the opinion of the supervisor, adversely effect the continuation of that person's employment, the employee shall be entitled to representation by a member of the Association.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. All information available to the general public is also available to the Association from the Board of Education.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the Board of Education and the High Bridge Teachers' Association to participate during working hours in negotiations, grievance proceedings, conferences or meetings, they shall suffer no loss of pay.
- C. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property provided that it shall not intrude into, interfere with, or interrupt normal school operations and with prior consent of the Superintendent or designee, and such consent will not be unduly denied.
- D. The Board extends the following privileges to the Association for the conduct of its official business.
 - 1. The use of the school building when scheduled through the building administrator.
 - 2. The use of designated facilities and equipment when not in use. The Association shall pay for the current cost of all materials and supplies incident to such use, and be responsible for breakage and the cost of repairs as they shall cause to occur.
 - 3. The use of the bulletin board in each faculty lounge.

E. Representatives of the Board of Education and the Association's negotiating committee shall meet when necessary, but normally not more than three (3) times a year for the purpose of reviewing the administration of the current agreement, and to receive problems that may arise. In case of necessity, the Board of Education and the Association may request additional meetings. Meetings will be held on dates and at times decided by mutual agreement of both parties concerned. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering the matters they wish to discuss.

ARTICLE V

EMPLOYEE WORK LOAD

A. TEACHERS

1. The in-school work year for the teachers shall be as defined by the school calendar and shall not exceed 184 days for the teachers excluding the N.J.E.A. Convention. The Board agrees to solicit recommendations from the Association before approval of the calendar or changes thereto.
2. The in-school work day (Monday through Friday) shall be 6 hours and 55 minutes, except where indicated elsewhere in this Article of the Agreement. This work day shall include a duty-free lunch period.
3. Teachers may leave the school grounds during their duty-free lunch period upon notification to the building administrator.
4. The length of the duty-free lunch period will be the same as the students' lunch period.
5. Teachers will be required to attend up to thirty-six (36) general faculty and/or special meetings per school year without additional compensation. One-half of such meetings may not last longer than sixty (60) minutes and the other half of such meetings may not last longer than thirty (30) minutes; it is understood however, that such meetings may begin, in the Board's discretion, at any time prior to the regular teacher dismissal time.

6. Special meetings should be scheduled at least two (2) days in advance by the Administration. General faculty meetings or assignments should be scheduled by the Administration no later than the fifteenth (15th) day of the month preceding the meeting. Child study conferences and staffings are not defined as general faculty or special meetings.
7. Teachers will be required to attend evening meetings or assignments without additional compensation. Such meetings or assignments should be scheduled at the beginning of the school year by the Administration or with a minimum of thirty (30) calendar days advance notice.
8. Except in cases where an irregular schedule must be implemented, each full time teacher, excluding the school nurse, will receive a minimum of five (5) periods per week of non-pupil contact time to use for planning, curriculum development or other professionally related activities. Efforts shall be made to schedule such periods on a one (1) per day basis. In no event, however, shall an eligible teacher have more than one (1) day per week without a non-pupil contact period.
9. (a) Substitute teachers will normally be called to cover teacher absences. If substitutes are not available or because an unexpected absence occurs wherein there is not enough time to obtain a substitute, the following procedure will be used: Teachers will be

asked to volunteer; and if there are no teacher volunteers, the administration will take appropriate action as they deem necessary. If, as a result of the failure to hire a substitute, an absent classroom teacher's students are assigned to one or more other classroom teachers thus resulting in an increased class size, those receiving teachers shall receive additional compensation based upon the per diem substitute rate being divided among them. However, no additional compensation shall be received when a teacher covers his or her own class during the absence of a special subject area teacher.

- (b) A teacher shall receive compensatory time on a minute by minute basis for the loss of the one contractual non-pupil contact period defined in Article V, Section A.8. If the teacher loses any of the contractual compensatory time, a record shall be maintained. The teacher shall be paid for the time at the substitute rate of pay prorated.

B. CUSTODIANS

1. Work Year - as defined by the employment contract
2. Work Day
 - (a) Eight hours excluding a thirty (30) minute lunch.
 - (b) On days when school is not in session, the work day shall consist of eight hours excluding a thirty (30)

minute lunch. All custodians shall work the day shift. Hours are to be determined by the supervisor after consultation with the custodians.

(c) A thirty (30) minute lunch period will be scheduled by the Head Custodian after consultation with the custodial staff.

(d) The starting and ending time for each custodian's work shift shall be posted by September 1st.

3. Overtime

(a) Overtime shall be worked only with the advance approval of the immediate supervisor and/or the Superintendent.

(b) All work done in excess of forty (40) hours shall be compensated at one and one-half (1-1/2) the hourly rate.

(c) Overtime shall be rotated among all custodial employees to the extent permitted by work shifts.

(d) A compensated day shall be considered a day worked.

4. Sick Leave (See ARTICLE VII)

5. Temporary Leave of Absence (See ARTICLE VII)

6. Vacations

(a) Ten month and part time custodians do not earn vacation time.

(b) All full time twelve month custodians are entitled to a two week paid vacation after the first year of full employment, and an additional five vacation

days during the contract year in which their 10th service anniversary occurs.

(c) Vacations must be taken during the contract period or within one year following the contract year but in no case may vacation be taken that is not yet earned. Custodians earning 15 vacation days shall be permitted to take at any one time, a maximum of ten vacation days consecutively. Payment in lieu of vacation is permitted. In scheduling vacations, first consideration shall be the needs of the school, after which seniority shall be governing. All vacations must have the prior approval of the Superintendent.

(d) Termination of Employment.

(i) New Employees - A new employee who has worked less than three months is not entitled to vacation prior to termination.

(ii) Voluntary Termination - Twelve month employees who anticipate termination in the district may take accrued vacation prior to the termination date with proper approvals. Payment in lieu of vacation is permitted.

(iii) Retirement - An employee who anticipated retirement may take accrued vacation prior to the retirement date or elect payment in lieu of vacation.

- (iv) Death - Accrued vacation will be paid to the estate of a deceased employee.
- (v) New employees who begin their employment during the normal school year, and who are offered an initial contract for less than twelve months will be permitted to take vacation earned during the "short" contract as if the contract was for twelve months.

7. (a) Holidays -

- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- New Year's Day
- One additional day for either Christmas Eve or New Year's Eve (See (b) below)
- Presidents' Day (See (d) below)
- Good Friday
- Memorial Day

- (b) One-half (1/2) of the employees shall be off on Christmas Eve and on New Year's Eve.
- (c) If a holiday falls on a Saturday, the Friday immediately preceding is the holiday. If a holiday falls on a Sunday the Monday immediately following is a holiday.
- (d) When the Board schedules a Friday holiday preceding the Presidents' Weekend Holiday, one-half (1/2) of the employees shall work on Friday and one-half (1/2) on Monday.

8. Health Benefits (See ARTICLE XIII)

All full time custodians are entitled to full health insurance benefits. Premiums are paid in full for employees and family by the Board of Education.

9. Employee Assistance Plan (See ARTICLE XIV, SECTION F)

Premiums paid by Board of Education

10. Dental Insurance (See ARTICLE XIII, SECTION B)

C. INSTRUCTIONAL AIDES

1. Work Year - as defined by the employment contract.

2. Work Day - Six hours and 55 minutes including a half-hour (30 minute) lunch, or as defined by the Contract

3. Sick Leave (See ARTICLE VII)

4. Temporary Leave of Absence (See ARTICLE VII)

5. Health Benefits (See ARTICLE XIII)

(a) Employees who work less than 20 hours are not entitled to health insurance benefits.

(b) Employees working 20 or more hours a week are entitled to full coverage of the Board's health insurance plan. The premiums will be paid by the Board for the employee and family.

6. Employee Assistance Plan (See ARTICLE XIV, SECTION F)

Premiums paid by Board of Education.

7. Dental Insurance (See ARTICLE XIII, SECTION B)

D. NON-INSTRUCTIONAL AIDES

1. Work Year - as defined by the employment contract.

2. Work Day

- (a) Work days are days when school is in session.
- (b) Aides working a minimum seven (7) hour work day are entitled to thirty (30) minute lunch period.
- (c) Work periods are determined by the Building Administrator.

3. Sick Leave (See ARTICLE VII)

4. Temporary Leave of Absence (See ARTICLE VII)

5. Health Benefits (See ARTICLE XIII)

- (a) Employees who work less than 20 hours are not entitled to health insurance benefits.

- (b) Employees working 20 or more hours a week are entitled to full coverage of the Board's health insurance plan. The premiums will be paid by the Board for employee and family.

6. Employee Assistance Plan (See ARTICLE XIV, SECTION F)
Premiums paid by Board of Education.

7. Dental Insurance (See ARTICLE XIII, SECTION B)

E. FULL TIME SECRETARIES

1. Work Year - as defined by the employment contract.

2. Work Day

- (a) Daily hours for a secretary shall be eight (8) hours inclusive of a forty-five (45) minute lunch period scheduled by the Building Administrator after consultation with the secretary.

- (b) Summer work hours will be arranged by the Superintendent.

- (c) Hours during scheduled parent conferences will be arranged by Superintendent or immediate supervisor.
 - (d) Office staff shall report to work when schools are closed for inclement weather unless otherwise directed by the Superintendent and/or the Building Administrator.
 - (e) Summer hours shall be posted by June 1.
3. Sick Leave (See ARTICLE VII)
 4. Temporary Leave of Absence (See ARTICLE VII)
 5. Holidays -
 - Labor Day
 - NJEA (1 day)
 - Thanksgiving and the day after
 - Christmas/Winter Recess
(Elementary and Middle School secretaries will work one day during this holiday period as determined by the Superintendent or his/her designee after consultation with the employee.)
 - Presidents' Weekend
 - One week for Easter/Spring Recess
(Elementary and Middle School secretaries will work one day during this holiday period as determined by the Superintendent or his/her designee after consultation with the employee.)
 - Memorial Day
 6. Health Benefits (See ARTICLE XIII)

All full time secretaries are entitled to full health insurance benefits. Premiums are paid in full for employee and family by the Board of Education.
 7. Employee Assistance Plan (See ARTICLE XIV, SECTION F)

Premiums paid by Board of Education.
 8. Dental Insurance (See ARTICLE XIII, SECTION B)

F. PART-TIME SECRETARIES

1. Work Year - as defined by the employment contract.
The number of days of the week to be worked will be determined by the supervisor after consultation with the secretary.
2. Work Day - as defined by the employment contract.
 - (a) Secretaries working an eight (8) hour day shall receive inclusive of a thirty (30) minute lunch period which will be scheduled by the supervisor after consultation with the secretary.
 - (b) Secretaries are expected to work when schools are closed for inclement weather unless otherwise directed.
3. Sick Leave (See ARTICLE VII)
4. Temporary Leave of Absence (See ARTICLE VII)
5. Health Benefits (See ARTICLE XIII)
 - (a) Employees who work less than twenty (20) hours are not entitled to health insurance benefits.
 - (b) Employees working twenty (20) or more hours a week are entitled to full coverage of the Board's health insurance plan. The premiums will be paid by the Board for the employee and family.
6. Employee Assistance Plan (See ARTICLE XIV, SECTION F)
Premiums paid by Board of Education.
7. Dental Insurance (See ARTICLE XIII, SECTION B)

G. ALL SUPPORT STAFF

1. Probation

(a) Each newly employed support employee, except instructional aides, shall serve a probationary period of 90 calendar days during which time s/he shall be subject to discharge without notice.

(b) During this probationary period any uncompensated time off shall not count toward completion of said probationary period.

2. Assignments, Transfers, and Vacancies.

(a) Staff who desire to transfer may file a written statement of such desire with Superintendent.

(b) Vacancies shall be publicized to all employees.

(c) The assignment and transfer of support employees between buildings shall be the responsibility of the Superintendent.

(d) Promotions shall be approved by the Board.

ARTICLE VI

SALARIES

The salary guides contained herein for all employees shall be in effect for two years beginning September 1, 1989 and ending June 30, 1991.

A. TEACHERS (AND ALL OTHER EMPLOYEES ONLY WHERE NOTED)

1. Adjustments

a. Military Service: Teachers having spent time in Military Service will receive credit for such experience up to four (4) years of active duty. Credit shall be determined by the following schedule.

-- service of less than 6 months = 0 years credit

-- service of 6 months or more, but less than
18 months = 1 year credit

-- service of 18 months or more but less than
30 months = 2 years credit

-- service of 30 months or more but less than
42 months = 3 years credit

-- service of 42 months or more = 4 years credit

b. Training Level Transfer: Transfer of a teacher from one classification to another must be preceded by assurance (with proper records) that s/he has completed the necessary courses or equivalents and received the necessary credits.

- (i) It is the responsibility of each teacher to keep the record of credits up-to-date in the office of the Superintendent.
 - (ii) Only the duly attested transcript from the college or educational institution is accepted in the filing of credits.
- c. Adjustment in salary made necessary because of changes in training or year shall be made in February on a pro-rata basis or at the usual issuance of the contract. Those who qualify for adjustment to a new classification during the summer months, after the regular contracts have been issued, shall receive revised contracts during the first part of September upon proper verification.
- d. Tuition Reimbursement:
- (i) A teacher under contract to High Bridge Schools who earns additional semester credits in courses which are approved by the Superintendent and the Board will be reimbursed for tuition up to the amount of \$811.00 for the contract year 1989-1990 and \$886.00 for the contract year 1990-1991 which shall be prorated based upon the percentage of time that the teacher spends in the High Bridge School District in any one fiscal year. The last day of the semester or term shall determine in

which fiscal year the tuition would qualify for reimbursement.

- (ii) In order to be eligible for tuition reimbursement for such approved courses, the course must be in the area of the teacher's current teaching assignment, unless it is part of a degree program, or unless this provision is waived by the Superintendent. Additionally, the course must be taken at an accredited college or university.
- (iii) A "B" average must be maintained in each course in order for the course to be reimburseable.
- (iv) In the case of a degree program, the individual college's requirement for passing shall govern and if the teacher passes and receives credit from the college, the costs of tuition, subject to the above limitations, shall be reimburseable.
- (v) All support staff shall be eligible for tuition reimbursement in accordance with the above regulations in the amount of \$300.00 (1989-1990) and \$328.00 (1990-1991). Part-time employees shall have

these amounts pro-rated according to the amount of time worked.

3. For courses taken, reimbursement shall be within thirty (30) days of receipt of transcript and summer courses will be reimbursed in September provided the teacher returns to the district.
4. Tutors and bedside instructors will be selected from volunteer teachers and shall receive \$17.50 per hour during 1989-90 and \$19.25 per hour during 1990-91.
5. The salaries of all employees covered by this Agreement are set forth in the salary schedule which is attached hereto and made a part hereof. Nothing in this guide shall limit the action of the Board from making special allowances for equivalent experience.
 - a. (1) All 10-month employees shall be paid in twenty (20) equal semimonthly installments on the fifteenth and the last day of each school month.
 - (2) All 11- or 12-month employees shall be paid in 22 or 24 equal semi-monthly installments on the 15th and the last day of each month.
 - b. When a pay day falls on or during a school holiday, vacation or weekend, all employees shall receive their paychecks on the last previous working day.
 - c. All employees may individually select to have a percentage of their monthly salary withheld from

their pay. These funds shall be paid to the all employees on the final pay day in June.

d. Teachers shall receive their final checks on the last working day in June, provided all responsibilities are completed and approved by the Administration.

6. Teachers may be reimbursed for travel, in their own automobile, at the current rate established by the Board for required attendance at workshops and professional meetings which have been approved by the Administration.

7. All employees may individually and voluntarily authorize the Board Secretary to make certain deductions from his/her salary including:

1. Professional dues
2. Voluntary Life Insurance
3. Repayment of Employee Loans
4. Tax-sheltered annuities
5. Hunterdon County Employees Federal Credit Union
6. Government Bonds

B. 1. CUSTODIANS -- 1989-1990

a. Salaries of all custodians employed prior to July 1, 1989 shall be increased by 9.2%.

b. Custodians employed between July 1, 1989 and June 30, 1990:

Initial salary shall be mutually agreed upon by the Board of Education and the employee.

2. CUSTODIANS -- 1990-1991

- a. Salaries of all custodians employed prior to July 1, 1990 shall be increased by 9.2%.
- b. The salaries of custodians employed after July 1, 1990 shall be mutually agreed upon by the Board of Education and the employee.

C. 1. INSTRUCTIONAL AIDES -- 1989-1990

- a. Salaries of all Instructional Aides employed prior to July 1, 1989 shall be increased by 9.2%.
- b. Aides employed between July 1, 1989 and June 30, 1990:

Initial salary shall be mutually agreed upon by the Board of Education and the employee.

2. INSTRUCTIONAL AIDES -- 1990-1991

- a. Salaries of all Instructional Aides employed prior to July 1, 1990 shall be increased by 9.2%.
- b. The salaries of Instructional Aides employed after July 1, 1990 shall be mutually agreed upon by the Board of Education and the employee.

D. 1. NON-INSTRUCTIONAL AIDES -- 1989-1990

- a. Salaries of all Non-Instructional Aides employed prior to July 1, 1989 shall be increased by 9.2%.
- b. Non-Instructional Aides employed between July 1, 1989 and June 30, 1990:

Initial salary shall be mutually agreed upon by the Board of Education and the employee.

2. NON-INSTRUCTIONAL AIDES -- 1990-1991

- a. Salaries of all Non-Instructional Aides employed prior to July 1, 1990 shall be increased by 9.2%.
- b. The salaries of Non-Instructional Aides employed after July 1, 1990 shall be mutually agreed upon by the Board of Education and the employee.

NOTE: Aides who substitute for a teacher shall be compensated at the substitute teacher's rate of pay or their own rate whichever is higher.

- E. 1. FULL TIME SECRETARIES -- 1989-1990
- a. Salaries of all full time secretaries employed prior to July 1, 1989 shall be increased by 9.2%.
 - b. Full time secretaries employed between July 1, 1989 and June 30, 1990:
Initial salary shall be mutually agreed upon by the Board of Education and the employee.
2. FULL TIME SECRETARIES -- 1990-1991
- a. Salaries of all full time secretaries employed prior to July 1, 1990 shall be increased by 9.2%.
 - b. The salaries of full time secretaries employed after July 1, 1990 shall be mutually agreed upon by the Board of Education and the employee.
- F. 1. PART-TIME SECRETARIES -- 1989-1990
- a. Salaries of all part-time secretaries employed prior to July 1, 1989 shall be increased by 9.2%.
 - b. Part-time secretaries employed between July 1, 1989 and June 30, 1990:
Initial salary shall be mutually agreed upon by the Board of Education and the employee.
2. PART-TIME SECRETARIES -- 1990-1991
- a. Salaries of all part-time secretaries employed prior to July 1, 1990 shall be increased by 9.2%.
 - b. Part-time secretaries employed after July 1, 1990:
Initial salary shall be mutually agreed upon by the Board of Education and the employee.

G.1. TEACHER SALARY GUIDE -- 1989-1990

<u>STEP. CR.</u>	<u>BACHELOR</u>	<u>BACHELOR + 15 Gr. Cr.</u>	<u>MASTERS</u>	<u>MASTERS + 30 Gr.Cr.</u>
1	\$24,036	\$25,066	\$26,466	\$28,166
2	24,676	25,706	27,106	28,806
3	25,376	26,406	27,806	29,506
4	26,166	27,196	28,596	30,296
5	27,046	28,076	29,476	31,176
6	28,016	29,046	30,446	32,146
7	29,066	30,096	31,496	33,196
8	30,256	31,286	32,686	34,386
9	31,586	32,616	34,016	35,716
10	33,066	34,096	35,496	37,196
11	34,636	35,666	37,066	38,766
12	36,386	37,416	38,816	40,516
13	38,186	39,216	40,616	42,316

G.2. TEACHER SALARY GUIDE -- 1990-1991

<u>STEP. CR.</u>	<u>BACHELOR</u>	<u>BACHELOR + 15 Gr. Cr.</u>	<u>MASTERS</u>	<u>MASTERS + 30 Gr.Cr.</u>
1	\$26,330	\$27,360	\$28,760	\$30,460
2	26,970	28,000	29,400	31,100
3	27,670	28,700	30,100	31,800
4	28,460	29,490	30,890	32,590
5	29,340	30,370	31,770	33,470
6	30,310	31,340	32,740	34,440
7	31,360	32,390	33,790	35,490
8	32,550	33,580	34,980	36,680
9	33,880	34,910	36,310	38,010
10	35,360	36,390	37,790	39,490
11	36,930	37,960	39,360	41,060
12	38,680	39,710	41,110	42,810
13	40,480	41,510	42,910	44,610

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

- A. Absence on Account of Death in the Family - All Employees
(Part-time employees benefits are pro-rated based upon percentage of time worked)

Employees shall be excused without loss of pay, for a period not to exceed five (5) consecutive school days in case of death of a member of his/her immediate family, or of a relative who lived in the home of the employee at the time of death. Immediate family means parent, step-parent, wife or husband, brother, sister, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, grandparents, children, and step-children. Days taken under this paragraph must be taken at a time contiguous to the death of the immediate family member.

- B. Absence on Account of Personal Business - All Employees

(Part-time employees benefits are pro-rated based upon percentage of time worked)

1. Personal business leaves are intended to allow the employee to observe a religious holiday or to attend to special business affairs which cannot logically be conducted after hours. Absence under this regulation shall be without loss of pay providing such absence does not exceed three (3) days in any school year. All business leaves must be taken as whole days. With the exception of a religious holiday, a personal business day shall not be taken a day before and/or after a vacation. Whenever possible, notice of absences should be given at least three (3) school days in

advance. All absences are to have prior approval of the Superintendent or designee. Such approval shall not be unduly denied. If the advance notice is waived by the Superintendent or designee, the days are to be taken consecutively, or the request is for a religious holiday immediately before or after a vacation, the reason for such absence(s) shall be stated.

2. Support employees' requests shall be evaluated against the needs of the school, after which seniority shall govern.
3. Support Aides* working a minimum of seven (7) hours per day are entitled to the benefits in Section 1 above.

C. Quarantine

Teachers absent from school because it was closed due to quarantine by the Board of Health shall not suffer deduction in pay for such absence.

D. Absence on Account of Illness

Sick leave is defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury.

1. a. Ten-Month Employees

In case of absence from school on account of personal illness, an employee shall be allowed full pay for ten days absence during the school year. If an employee shall have been absent on account of personal illness less than ten days during the school year, the remaining days shall be cumulative, and the number of days an employee may be absent on account of personal

*Means- Non-Instructional Aides only

illness during a school year shall be ten days plus the accumulated days of previous years. Sick leave for the first year of employment shall be calculated at the rate of one (1) day per month of contract to June 30.

b. Eleven-Month Employees

Same as Section (1) above except eleven (11) days are earned per year.

c. Twelve-Month Employees

Same as Section (1) above except twelve (12) days are earned per year.

2. The Board shall require all employees to furnish a physician's statement certifying to personal illness extending beyond five (5) days. Certification of the absence on account of personal illness shall be made on official forms, prepared by the Superintendent and shall be kept on file. The Board shall require a physician's certificate to be filed with the Superintendent of Schools.
 3. Employees shall be given a written accounting of accumulated sick leave no later than the fifteenth (15th) of September of each school year.
- E. The Superintendent may, at his/her discretion, allow teachers to attend educational meetings without loss of pay, if, in his/her opinion, it is desirable.
- F. The difference in pay between the teacher's regular salary and the amount received from State or Federal Government due to being called into temporary active duty of any unit of the

United States Reserve or the State National Guard shall be paid by the Board of Education.

G. Any employee who is present for every scheduled work day of the school year shall be recognized with a stipend of \$200.00. Part-time employees shall be eligible for this stipend on a pro-rated basis according to time worked.

H. 1. Any pregnant employee may apply to the Board of Education for a disability leave of absence and shall be granted the leave. The leave dates shall be supported by a physician's certificate which shall allow for disability twenty (20) work days before and twenty (20) work days after the anticipated date of birth.

2. A pregnant employee may request more or less than twenty (20) work days before and after the anticipated date of birth upon a specific physician's certificate supporting same.

3. Accumulated sick days may be utilized during the disability period.

4. The approved disability leave shall be extended for anticipated disability related to the child birth upon provision of a physician's certificate.

5. The Board of Education retains the right to confirm the conclusion of any physician's certificate provided under this Article by having the employee examined by its own physician at the Board's expense. If the two physicians disagree, they shall choose a third physician who shall

examine the employee and whose decision shall be final and binding upon the parties.

6. A nontenured employee shall only be entitled to a leave up to the expiration of her contract. A nontenured employee shall not be denied reemployment on the basis that she is pregnant or on leave.
7. A pregnant employee may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all employees under Title 18A. No pregnant employee may be relieved from teaching duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.

ARTICLE VIII

NOTIFICATION OF TEACHING ASSIGNMENT

- A. All teachers shall be given written notice of their tentative teaching assignment for the coming year prior to the termination of the current year.
- B. In the event a change of assignment occurs after the termination of the school year, affected teachers will be notified in writing.
- C. Any teacher who is interested in potential vacancies which may occur during the summer recess may provide a letter to the Superintendent prior to the close of school indicating said interest and providing his/her address during the summer months. If a vacancy occurs during the summer, the Superintendent will then notify any such teacher, in writing, of any such vacancy.

ARTICLE IX

VOLUNTARY REASSIGNMENTS AND PROMOTIONS

- A. Teachers who desire a change in grade and/or subject assignments may file a written statement of such a desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.
- B. Whenever a known vacancy exists, it will be posted. Teachers who desire to apply for such vacancies are to submit their applications in writing to the Superintendent within the time specified in the notice. The Superintendent will provide written notification to each applicant advising acceptance or rejection for the position. Whenever the vacancy described in the notice is filled, the Superintendent may destroy all applications for said position.

ARTICLE X
ADVISORY COMMITTEES

The Advisory Committees shall be established to provide a forum for a continuing dialogue between the Administration and the Association. No power of policy formulation shall be deemed to have been given the following committees.

- A. 1. The Faculty Advisory Committee shall consist of the Association President and faculty representatives (not to exceed 7) to be chosen by the Association and shall meet with the Superintendent at the discretion of the chairperson. The Superintendent shall be informed of the names of the members in September or sooner, if possible.
2. The Administrative Advisory Committee shall be composed of the administrative staff, a board member representative and members of the Faculty Advisory Committee. The committee shall meet at the discretion of the Superintendent.

B. Procedure

Committee meetings may be called by either the Association President or the Superintendent at a time, date and place convenient to both. Agendas may be mutually developed by the Association President and the Superintendent and distributed three (3) days in advance. Minutes of all meetings will be taken.

ARTICLE XI

TEACHER EVALUATION

- A. 1. Monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. Observations for the purpose of evaluation shall not occur on the day immediately preceding or following Christmas/Winter and Easter/Spring vacations.
2. Teachers shall be evaluated by a person who is certified by the New Jersey State Board of Examiners to supervise instruction.
3. Within eight (8) school days a teacher shall be given, in written form, a copy of any class visit or evaluation report prepared by the teacher's evaluators and a conference shall be held.
4. Each teacher will receive a copy of his/her observation report one (1) school day prior to a conference with the evaluator.
5. The teacher may submit a written comment on the evaluation form.
- B. 1. Evaluation shall be conducted and subsequent reports filed for tenure and non-tenure teachers on a regular basis.
- (a) Tenure - at least one (1) annually.
- (b) Non-Tenure - at least three (3) annually.
2. Such reports shall be addressed to the teacher.
3. Such reports shall be written and shall include:

- (a) Strengths of the teacher as evidenced during the period since the last report.
- (b) Weaknesses of the teacher as evidenced during the period since the previous report.
- (c) Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted to tenure teachers at the discretion of the Board of Education.

B. Child Care Leave

1. Natural Birth:

The Board of Education shall grant child care leave without pay to any tenured teacher upon written request and subject to the following stipulations and limitations.

(a) Child care leave shall commence on the date requested by the teacher. Such leave shall not exceed two (2) years. A teacher granted child care leave will return to work at the beginning of a school year (September). The date of return will be determined at the time the leave is approved.

(b) Child care leave requires sixty (60) days prior notice to the Board of Education.

2. Adoption:

Any tenure teacher adopting a child of pre-school age shall receive the same leave as Article XII B.1 which shall commence upon the teacher receiving de facto custody of said child, or earlier, if necessary, to fulfill the requirements for adoption.

C. All benefits to which a tenure teacher was entitled immediately prior to the commencement of the leave of absence which are still in effect within the school district at the time of

his/her return and unused accumulated sick leave shall be restored to his/her upon his/her return.

D. Self Improvement Leave

Any teacher who has been employed in the High Bridge School District for a period of at least ten (10) years may apply for an unpaid leave of absence of one school year's duration. Eligible teachers may be granted this leave for the purpose of formal graduate study, independent research or writing of doctoral thesis.

ARTICLE XIII

INSURANCE PROTECTION

- A. The Board of Education shall provide the health-care insurance protection designated below. The Board of Education shall provide coverage for both employee and family.
1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing September 1st and ending August 31st.
 2. Provisions of the health-care program shall be detailed in master policies and contracts agreed upon by the Board of Education and Association and shall include: (a) Blue Cross, (b) Blue Shield, (c) Major Medical and (d) Rider J. The Board may select alternate insurance plans provided coverage is equivalent, uninterrupted, and approved by the Association.
- B. Commencing July 1, 1990 the Board shall contribute no more than \$12.33 per month per employee for a dental plan for employee coverage only.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.
- C. The Board of Education reserves to itself sole jurisdiction and authority over matters of policy and retains the rights, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
 - (1) to direct employees of the school district, (2) to hire, promote, transfer, assign and retain employees in positions within the school district, and, for just cause, to suspend, demote, discharge or take other disciplinary action against employees, (3) to relieve employees from duties because of lack of work or for other legitimate reasons, (4) to maintain the efficiency of the school district operations entrusted to them, (5) to determine the methods, means and personnel by which such operations are to be conducted, and (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- D. Upon request the Association may be granted permission by the building administrator to use a classroom for meetings.

- E. All communications from the Association and the Board shall be in writing and submitted through the Superintendent.
- F. The Board shall maintain an Employee Assistance Program consistent with the provisions of Board policy and the Employee - Board of Education Joint Statement.

ARTICLE XV

GRIEVANCE PROCEDURE - ALL EMPLOYEES

A. Definition:

1. A "Grievance" is a claim based upon a misapplication, misinterpretation, or violation of the Agreement, or a Board policy affecting an employee or group of employees.
2. The "aggrieved" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
3. "The Association" shall refer to the High Bridge Teachers' Association.
4. "The Board" shall refer to the High Bridge Board of Education.

B. Procedure:

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

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 school year, could result in irreparable harm to a party in interest, the time limits set forth herein should 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

A group or employee with a grievance shall first discuss it with the building administrator either directly or through the school representative in an attempt to solve it informally, within five (5) school days after the alleged violation happened.

4. Level Two

In the event the aggrieved is not satisfied with the disposition at Level One, or if no decision has been rendered in five (5) school days after presentation, the aggrieved shall file the grievance in writing within ten (10) school days after an informal meeting with the building administrator. The building administrator shall meet with the aggrieved and/or the Association representatives for formal hearing and discussion, and render a decision in writing within three (3) school days.

5. Level Three

In the event the aggrieved is not satisfied with the disposition at Level Two, or if no decision has been rendered in five (5) school days after presentation, the aggrieved shall file the grievance in writing with the Superintendent within ten (10) school days after the meeting with the building administrator. The Superintendent shall meet with the aggrieved and/or the Association representatives for formal hearing and discussion, and render a decision in writing within three (3) school days.

6. Level Four

If the grievance is not resolved to the employee's satisfaction by no later than five (5) school days after receipt of the Superintendent's decision, the aggrieved may request review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing with reasons within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

7. Level Five

No claim by an employee shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law, (b) any rule or regulation of the State Commissioner of Education but not to the violation, misinterpretation, or misapplication of such a rule or regulation, (c) any by-law of the Board of Education pertaining to its internal operation, (d) any matter which according to law is beyond scope of Board authority or (e) any matter which is based upon other than a contractual matter. It is specifically understood that the intent of the parties hereto is that only those grievances involving alleged violations, misapplications or misinterpretations of this contract may proceed to binding arbitration. Matters involving Board Policy may proceed as follows to advisory arbitration only:

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

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

- (a) A request will be made to the Public Employment Relations Commission ("P.E.R.C.") to submit a roster of persons qualified to function as an arbitrator in the dispute in question, in accordance with P.E.R.C. procedure.
- (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the P.E.R.C. to submit a second roster of names.
- (c) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. The arbitrator's decision shall be in writing and shall set forth the facts upon which the decision is based. The recommendations of the arbitrator shall be binding with respect to contractual matters, but advisory with respect to Board Policy matters. Only the Board, the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

(d) The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.

C. Rights of Employees to Representation

1. Any aggrieved person or persons may be represented at all stages of this grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any employee organization other than the Association. He/she shall have the right to be present and to state his/her views at all stages of this grievance procedure.

D. Miscellaneous

1. If in the judgment of the Association, a grievance affects a group or class of employees, the Association Grievance Committee may submit such grievance in writing directly to the building administrator and the processing of such grievance shall be started at Level Two.
2. Decisions rendered at Levels One, Two, Three and Four of the grievance procedure shall be in writing, setting forth the decision and the reasons and shall be promptly transmitted to the aggrieved and his/her representative.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other

necessary documents shall be prepared and distributed by the Superintendent so as to facilitate operation of the grievance procedure.

5. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representative.
6. Grievances shall become null and void if the time requirements for submission to the various levels are not met by the aggrieved.

ARTICLE XVI

CO-CURRICULAR ACTIVITIES AND COMPENSATION

A. Co-Curricular advisorships and coaching positions shall be compensated according to the schedule below. B. The following categories shall be compensated at the following rate for the school years 1989-90 and 1990-91:

1. Interscholastic Sports	<u>1989-90</u>	<u>1990-91</u>
A. Fall Sports, each	\$ 574.00	\$ 627.00
B. Girls' Basketball	990.00	1082.00
C. Boys' Basketball	990.00	1082.00
D. Spring Sports, each	574.00	627.00
E. Fall Cheerleading	211.00	230.00
F. Winter Cheerleading	574.00	627.00

2. Sponsors of intramural sports, "Odyssey of the Mind" and other activities will be compensated at a rate of \$13.00 per hour during 1989-90 and \$14.50 per hour during 1990-91, with a maximum number of hours per Board of Education approved program.

3. Chaperoning of dances shall be compensated at a rate of \$13.00 per hour during 1989-90 and \$14.50 per hour during 1990-91.

C. It is understood that all intramural and interscholastic sports and activities must have prior Board of Education approval.

D. Vacancy of coaching positions or new coaching positions will be posted in the Teachers' Room in September.

E. Coaches will be notified of their being hired prior to the season.

- F. Teachers are to be employed for co-curricular advisorships by written addendum to contract.
- G. Payment shall be made upon completion of the sport/activity.
- H. Advisors and coaches of the various sports and activities in one year are not guaranteed continuous assignment in subsequent years.
- I. The stipend for the Child Study Team Coordinator shall be increased by 9.2% in each year of this Agreement.

ARTICLE XVII

UNION SECURITY

- A. Upon the request of the High Bridge Teachers Association, the Board shall deduct a representation fee from the wages of each employee who is a member of the bargaining unit but who is not a member of the Association.
- B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after canceling their membership in the Association.
- C. The amount of said representation fee shall be certified to the Board of Education by the Association within five (5) working days after the effective date of this Article, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its members.
- D. The Association agrees to indemnify and hold the Board of Education harmless against any liability, cause of action, or claims of loss, whatsoever arising as a result of said deductions.
- E. The Board of Education shall remit the amounts deducted to the Association in a similar manner to which it remits regular dues, fees and assessments of members of the Association.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2)(c) and (3) (L.1979 c. 477) and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails

to maintain such a system, or if membership is not so available, the Board of Education shall immediately cease making such deductions.

- G. This Article shall become effective as soon as practicable after the signing of this Agreement.

ARTICLE XVIII

RETIREMENT LEAVE

- A. Any teacher who has been employed by the High Bridge School District for twenty (20) or more years, who submits to the Superintendent a written statement of intention to retire, shall be eligible for a special retirement allowance. Said written notice of intention to retire must be provided to the Superintendent at least two (2) months before the final budget submission date for the budget involving the year of retirement.
- B. The retirement allowance shall be computed at the rate of one (1) day's pay for every three (3) days of accumulated unused sick leave to the teacher's credit at the time of the announced contemplated retirement, to a maximum of forty-five (45) days' pay.
- C. The rate of compensation under paragraph "B", above, shall be the daily rate of pay which the teacher earned during his or her final school year.

DURATION OF AGREEMENT

- A. This Agreement shall become effective as of the date hereof (except for economic benefits, which shall be effective September 1, 1989). Both parties agree that all articles of this Agreement have been agreed upon for two years.
- B. In witness whereof the Association has caused this Agreement to be signed by its President and Secretary, and the Board of Education has caused it to be signed by its President, attested to by its Secretary, and to have its corporate seal placed hereon.

HIGH BRIDGE TEACHERS' ASSOCIATION

HIGH BRIDGE BOARD OF EDUCATION

BY: Katharine R. Schumacher
President

By: Robert J. Bush
President

BY: Karen L. Dassen
Secretary

By: Dorothy Pace
Secretary

Signed this 18th day of December, 1989