

**A G R E E M E N T**

**between**

**Board of Education**

**of the Township of Branchburg**

**and**

**Branchburg Township Education Association**

**covering**

**Teachers, Secretaries, Clerks, Bus Drivers,  
Custodians, Library/Media Assistants,  
and Instructional Aides**

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**July 1, 2013 – June 30, 2016**

# SECTION 1 - - - COMMON PROVISIONS

Contract provisions in this section are applicable to all employees covered by the terms of this Agreement.

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THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF BRANCBURG, hereinafter called the "BOARD" AND THE BRANCBURG TOWNSHIP EDUCATION ASSOCIATION, hereinafter called the "ASSOCIATION".

## SECTION 1 - - - COMMON PROVISIONS

Contract provisions in this section are applicable to all employees covered by the terms of this Agreement.

### ARTICLE I

#### RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive negotiating agent pursuant to N.J.S.A. 34:13A-1 et seq. for the following groups:
1. All non-supervisory, certificated personnel, such as, but not limited to, all Teachers, Lead Teachers, Guidance Counselors, Nurses, Speech Correctionists, Learning Disabilities Teacher Consultants, Speech and Language Therapists, Occupational Therapists, Social Workers, School Psychologists, Achievement and Performance Excellence Coordinators, and District Safety Coordinators
  2. Certain non-certificated staff including,
    - a. Bus Drivers
    - b. Secretaries and Clerks
    - c. Custodians
    - d. Library/Media Assistants; and
    - e. Instructional Aides
- B. Positions excluded by law from this bargaining unit are the following positions:
1. Secretary to the Superintendent
  2. Secretary to the Business Administrator; and
  3. Payroll Secretary
- C. Unless otherwise indicated, the term "Teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association described in paragraph A.1. above.
- D. Unless otherwise indicated, the term "Driver" when used hereinafter in this Agreement shall refer to all employees represented by the Association described in paragraph A.2.a. above.
- E. Unless otherwise indicated, the term "Secretaries/Clerks" when used hereinafter in this Agreement shall refer to all employees represented by the Association described in paragraph A.2.b. above and not excluded by paragraph B. above.

- F. Unless otherwise indicated, the term “Custodians” when used hereinafter in this Agreement shall refer to all employees represented by the Association described in paragraph A.2.c. above.
- G. Unless otherwise indicated, the term “Library/Media Assistants” when used hereinafter in this Agreement shall refer to all employees represented by the Association described in paragraph A.2.d. above.
- H. Unless otherwise indicated, the term “Instructional Aides” when used hereinafter in this Agreement shall refer to all employees represented by the Association described in paragraph A.2.e. above.
- I. Unless otherwise indicated, the term “Educational Support Professionals” when used in this Agreement shall include all non-certificated staff.
- J. All positions not specifically identified in Paragraph A above or excluded in paragraph B above are currently not covered by this Agreement.

**ARTICLE II  
AGREEMENT COVERAGE**

- A. The making of this Agreement shall not limit future negotiations and agreements between the parties to only those subject matters herein included and agreed upon, but such future negotiations and agreements subsequent to the expiration of this Agreement may include any such other subject matters as may hereafter be determined, either by statute or other legally effective regulations, judicial interpretations, or agreement between the parties, to be matters properly falling within the definition of the phrase "terms and conditions of employment" as used in the statute herein above referred to and, therefore, properly subject to such future negotiations and agreement between the parties.
- B. This Agreement represents and incorporates the complete and final settlement by the parties of all 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 both of the parties at the time they negotiated or signed this Agreement.
- C. This Agreement has seven distinct sections. Section One has common language that is applicable to all Employee groups covered by this Agreement. Sections Two through Seven provide specific information on Teachers, Secretaries/Clerks, Bus Drivers, Custodians, and Library/Media Assistants and Instructional Aides, respectively, as defined elsewhere in this Agreement.
- D. If there is a direct conflict between any language in Section One and specific language in Section(s) Two, Three, Four, Five, Six, or Seven then the specific language of Section(s) Two, Three, Four, Five, Six, or Seven supersedes the language of Section One for that specific Employee group.

**ARTICLE III  
NONDISCRIMINATION CLAUSE**

The parties agree to follow a policy of nondiscrimination against any employee in accordance with the New Jersey Law Against Discrimination (“NJLAD”), N.J.S.A. 10:5-1 et. seq.



**ARTICLE IV  
ASSOCIATION RIGHTS**

**A. Use of School Facilities**

1. The Association shall have the exclusive use of a standard size bulletin board in each faculty lounge.
2. The Association shall have the right to place materials, such as literature or flyers, in bargaining unit members' mailboxes and shall have the use of the intra-school mail system for the distribution of such material. A copy of all such material shall be submitted to the Principal at the time of distribution. The Association shall have a similar right to use the District's e-mail system under these same terms.
3. The Association shall have the right to call meetings after school in each building while such building is open, without cost to the Association, provided such meetings do not conflict with other meetings previously scheduled and do not interfere with the operation of the school or school program. Reasonable advance notice will be given to the Principal to enable him/her to schedule the location of the meeting. Nothing herein is intended to prevent use of a vacant room by Association committees for meetings before the school day begins or during the school day, provided such use does not interfere with the operation of the school or school program.
4. The Association shall have the right to use duplicating and computer equipment for creating and reproducing items related to Association business upon reasonable advance notice to and approval by the Principal or his/her designee.
  - a. This approval shall not be withheld unless such equipment as is desired is in use or about to be used for other authorized purposes.
  - b. Such Association use shall not interfere with normal school operations.
  - c. The Principal may elect to have office personnel run off such number of copies as the Association requests in lieu of allowing the Association to use the equipment.
  - d. A stand-alone computer shall be available for Association use in a faculty lounge in each school.
  - e. The Association agrees to use reasonable care in the use of such equipment.
  - f. The Association shall pay, if so requested, for the reasonable cost of all materials and supplies incidental to such use.
  - g. The provisions for use of this equipment do not extend to use of equipment in the Board offices.
  - h. The Association shall have the use of a fax machine.
5. The Association shall have exclusive right to use Board equipment such as internal mailboxes, email, copy machines, and bulletin boards during non-open period times.
  - a. Minority labor organizations shall not have use of Board equipment during non-open period times.

- b. During the open period for organizing for representation purposes, minority labor organizations shall be given equal access and use of Board equipment as the incumbent majority representative.
6. Minority labor organizations shall be given access and use of Board facilities to the extent permitted by law during non-open period and open period times.
7. Upon request of the Association, the Building Administrator or his/her designee will announce the time and place of Association meetings over the building's public address system at the usual time designated for making general announcements.
8. All Association officers, building representatives, committee chairpersons or their designees acting in any such capacity shall be permitted to have access to all school buildings at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and provided that such representatives check in at the Principal's office when entering the building.
9. Whenever any employee participates during working hours in negotiations or Grievance proceedings by mutual agreement of the Board and the Association, such employee shall suffer no loss in pay.

#### B. Release Time for Association President

1. The Association President shall be granted up to two (2) days release time with pay per month for a total of no more than eight (8) days per school year, with prior notice to the Principal, to conduct Association business. The Association President may permit some of these eight (8) days to be used by members of the Association Executive Committee, Negotiations Chair, or Grievance Chair, under the same conditions that apply to the President. However, in no case may these days be used by these other Association Officers in less than one-half day increments, not more than two individuals simultaneously, nor adjacent to personal leave days, vacations or weekends.
2. The Association President shall not be given lunchroom duty, and the resulting release time shall be used to conduct Association business.

#### C. Payroll Deductions

1. The Board agrees to deduct from the salary of each employee from whom it holds a valid authorization to do so one-tenth of the required amount of fees for the payment of Association dues each month. Such fees, accompanied by a list of employees for whom such deductions are made, shall be forwarded to the Association Treasurer for the Local within five (5) days after the end of each month.
2. Dues deductions for Agency Shop shall be assessed against all nonmembers of the Association to the maximum percentage permitted by law, effective with the 1983-84 contract.
3. The Association shall indemnify and hold the Board harmless from any and all claims arising from this provision.

#### D. General Provisions

1. Upon request, the Association Building Representative or other Association officers shall be allotted time at the end of the faculty or staff meetings for discussion of Association business.

The Board agrees to make available to the Association, upon request, any non-confidential information in its possession which is a matter of public record and which is pertinent to negotiations, which shall include, but not be limited to, a duplicate copy of the annual audit and the budget, which are submitted to the State Department of Education.

2. When members of the Board are notified of regular or special meetings of the Board, the Association President shall be notified electronically.
3. The Board shall provide the opportunity for teachers and administrators to plan in-service workshops jointly and to recommend such workshops to the Board for consideration and, if approved by the Board, the cost of the workshop shall be borne by the Board.
4. Each Principal or other staff supervisor will meet periodically after school at reasonable times with representatives designated by the Association, for the purpose of discussing working conditions. These meetings are not to be considered as negotiations, and any decisions made as a result of such meeting shall be governed by this Agreement.

## **ARTICLE V EVALUATION PROCEDURE AND PERSONNEL FILES**

- A. Evaluation Procedures. All evaluations shall be in accordance with New Jersey law (N.J.S.A. 18A and N.J.A.C. 6A).
1. Any supervisor observing the work performance of an Employee for the purpose of the evaluation report shall do so openly and with the knowledge of the Employee.
  2. Evaluations shall be signed by the Employee to signify that he/she has been given the opportunity to read the observation evaluation. Such signature shall not be construed to indicate agreement with or acceptance of the evaluation.
  3. If an Employee is dissatisfied with an evaluation, he/she may make a written statement or response and have it permanently attached to the evaluation and made part of the file.
  4. Any complaints regarding an Employee made to any member of the Administration by any parent, student, or other person, which are used in any manner in evaluating an Employee, shall be promptly investigated and called to the attention of the Employee. The Employee shall be given an opportunity to respond to and/or rebut any such complaints.

### **B. Personnel Files**

1. No material derogatory to an Employee's conduct, service, character, or personality shall be placed in such individual's personnel file unless the Employee has had an opportunity to review the material.

The Employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such a signature in no way indicates agreement with the contents thereof.

The Employee shall have the right to submit a written answer to such material.

2. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents in personnel files.
3. The Board shall provide to each Employee copies of the records and reports pertaining to evaluations contained in the Employee's personnel file, upon request.

4. An Employee shall have the right, upon request to the Superintendent, to review the contents of his/her personnel file at reasonable times during the normal work hours of the Superintendent's office.
5. An Employee's response to any matter filed shall be attached to such filed matter.
6. The Board shall not establish any separate personnel file which is not available for the Employee's inspection.

**ARTICLE VI  
PROMOTIONS AND VACANCIES**

- A. Known vacancies in positions in the unit shall be posted in each school building and on the District website for at least five (5) business office days.
- B. The notice posted with respect to supervisory position vacancies shall include the title of the position, the procedure for application, the application deadline, and a brief description of the necessary qualifications.
- C. Opportunity will be given to any Employee to apply for and receive fair consideration for any position which becomes vacant, provided the Employee meets the qualifications which the District prescribes for the position.

**ARTICLE VII  
CONFORMITY TO LAW**

Should any provision hereto be held or determined by any court or agency having jurisdiction to be invalid or unenforceable, then same shall not invalidate the other provisions thereof that are severable from such provisions.

**ARTICLE VIII  
MISCELLANEOUS PROVISIONS**

A. General Salary and Compensation Issues

1. The Superintendent or his/her designee will transmit the annual proposed pay calendar to the Association and shall meet with appropriate Association employees, if so requested, to discuss and consider revision of the calendar before official adoption of the calendar by the Administration.
2. The Board will provide an electronic direct deposit option for those employees who elect to participate in such pay arrangement.
3. The Board will petition its bank for a free checking option for all Board employees.
4. In the event that a payday falls on a holiday, checks shall be distributed on the last working day prior to the holiday.

The Board will place copies of the negotiated agreement within two (2) weeks of the signing of the new contract on the staff portal.

**ARTICLE IX  
NEGOTIATIONS AND SUCCESSOR AGREEMENT**

The parties agree to commence negotiations in accordance with the requirements of N.J.S.A. 34:13A-5 et seq.

**ARTICLE X  
GRIEVANCE PROCEDURE**

A. Definitions

1. A "Grievance" is a complaint that there has been as to the Grievant a violation, misinterpretation, or misapplication of written Board policies or regulations involving terms and conditions of employment or of any provisions of this Agreement.
2. The term "Grievant" shall mean an individual staff member or a group of staff members having a common Grievance, or the Association. However, the term "grievance" shall not apply to a complaint of a non tenured employee which arises by his/her not being re-employed.

B. General Issues

1. A Grievance shall be filed in writing within thirty (30) calendar days of the event complained of. If the Grievant could not have reasonably known of the complaint, the initial time period shall commence from the point at which the Grievant should reasonably have known.
2. Failure at any step of this procedure to communicate the decision on a Grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure by the Grievant 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. 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 limit specified at any step may be extended in any particular instance by mutual agreement between the Association and the Superintendent. Any such extension must be in writing.
4. In the event a Grievance is filed with the Chairman of the Grievance Committee 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, would continue until the beginning of the following school year, then the time limits set forth herein shall be reduced so that the Grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

C. Procedure - INFORMAL

1. An attempt shall be made to resolve any complaint by discussion between the Grievant, Association representative, and appropriate supervisor or administrator before differences become formalized as Grievances.

D. Procedure - FORMAL

1. Level One - Written Grievance

- a. If the Grievant is unable to resolve the Grievance at the informal stage within five (5) school days after presentation of the Grievance at the informal meeting, a Grievance shall be presented in writing through or by the authorized Association representative to the Principal.
- b. The Principal shall, within five (5) school days after receipt of the Grievance, meet with the Grievant and authorized Association representative in an effort to adjust the matter.
- c. The Principal shall make a decision and communicate it in writing to the Grievant and authorized Association representative within five (5) school days after said meeting.

2. Level Two - Appeal to Superintendent

- a. The decision of the Principal may be appealed to the Superintendent within seven (7) school days after its receipt by the Grievant and authorized Association representative.
- b. The Superintendent shall, within seven (7) school days after receipt of the appeal, meet with the Grievant and authorized Association representative in an effort to adjust the matter.
- c. The Superintendent shall, within seven (7) school days after said meeting, make a decision and communicate it in writing to the Grievant and authorized Association representative.

3. Level Three – Appeal to Board

- a. If the Grievance is not resolved to the Grievant's satisfaction, within seven (7) school days of receipt of the decision of the Superintendent, the Association may appeal the decision to the Board. The appeal must be in writing and shall contain the following information:
  1. The specific contract provisions or policies that have been allegedly violated;
  2. The name(s) of the Grievant(s);
  3. The nature and extent of the injury or loss; and
  4. The precise remedy sought.
- b. The Board, or at its option, a committee of the Board, shall hold a hearing by the second (2<sup>nd</sup>) regular meeting of the Board after receipt of the appeal. The Board's decision, including reasons in writing, will be forwarded to all parties in interest within ten (10) school days of the hearing.

4. Level Four - Arbitration

- a. Within fifteen (15) school days after receipt of the decision of the Board, an appeal may be made by the Association to the Public Employment Relations Commission for arbitration under its rules.
- b. Both parties agree to abide by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- c. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions of the issues submitted.
- d. The arbitrator shall be without power or authority to add, delete, or amend the terms of the Contract or to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

- e. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

5. Costs - The fees and expenses of the arbitrator shall be shared equally by the two parties.

E. Rights of Employees

1. The Association shall be immediately notified when a Grievance hearing is scheduled beyond the informal step and shall have the right to be present at all such hearings.
2. No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest or any building representative, any member of the Grievance Committee, or any other participant in the Grievance procedure by reason of such participation.

F. Miscellaneous

1. If in the judgment of the Grievance Committee a Grievance affects a group or class of employees, the Grievance Committee may submit such Grievance in writing to the Superintendent directly, and the processing of such Grievance shall be commenced at Level Two.
2. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated or selected representatives.
3. Only the Board and its representatives and the aggrieved and the authorized Association representative shall be given copies of the arbitrator's report and recommendations by the Public Employment Relations Commission.
4. Any Grievance arising directly from an action of the Board may be appealed directly by the Association to Level Three.

**ARTICLE XI  
PERSONAL LEAVE**

A. Paid personal leave may be granted with prior approval of the Superintendent, such leave not to exceed a total of four (4) days in any one school year. This leave shall be limited as follows:

1. Personal Leave with reason as listed below (LIMITED TO TWO [2] DAYS):
  - a. Court Subpoena (not involving the moral turpitude on the part of the employee; however, if the employee is not found guilty, appropriate reimbursements shall be provided by the Board).
  - b. Marriage or civil union ceremony of employee, civil union ceremonies or marriages of children or step-children.
  - c. Business transactions which cannot be accommodated after school hours.
  - d. Religious observance.
2. Personal Leave without reason (LIMITED TO TWO [2] DAYS):
  - a. No stated purpose is required.

- b. An absence in this category shall not be allowed on the first day of school, the day before or after any day designated as a holiday on the school calendar, or the last day of school.
3. All unused short term personal leave days up to the maximum of four (4) per year will convert to sick days.
4. No “without reason” days under paragraph A.2. may be taken adjacent to “with reason” days under paragraph A.1.
5. For critical illness in immediate family, which is defined as wife, husband, father, mother, son, daughter, or any other person residing in the household or directly dependent upon the employee for the major portion of his or her sustenance, a leave of up to five (5) days maximum may be taken.
6. For death in immediate family - five (5) days maximum per occurrence without accumulations (grandfather, grandfather-in-law, grandmother, grandmother-in-law, husband, wife, child, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in law, aunts and uncles, stepmother, stepfather, stepson and stepdaughter, or any other person residing in the household or directly dependent upon the employee for the major portion of his or her sustenance).

#### B. Unpaid Leave

1. The Board, in its discretion, may grant up to one (1) year personal leave without pay to tenured Teachers to attend to personal business or matters which require such leave in order to avoid hardship to the individual and/or disrupt basic family unity.
2. The Board, in its discretion, may grant up to one (1) year personal leave without pay to non-certificated employees employed in the district more than five (5) years to attend to personal business or matters which require such leave in order to avoid hardships to the individual and/or disrupt basic family unity.

#### C. Professional Leave

A maximum of two (2) days leave with pay may be granted to Teachers for professional workshops, seminars, conferences, or visitation to other school programs, exclusive of state or national teacher conventions. The granting of such leave shall be at the discretion of the Superintendent.

1. Reasonable reimbursement for registration, travel, and hotel expense shall be made, with prior approval of the Superintendent.
2. Meal expense reimbursement shall not be available for one day seminars.

#### D. Donation of Days

After an individual has used all his/her personal and critical illness days, employees of the collective bargaining unit represented by the BTEA will be able to voluntarily assign their “without reason” personal days to a specific individual in dire need to care for a family member with a critical illness as defined in Article XI(A)(5).



**ARTICLE XII  
MATERNITY, PATERNITY, CHILD REARING, AND ADOPTION LEAVE OF ABSENCE**

**A. Definition**

1. The term “maternity leave” does not refer to involuntary absence from assigned duties solely during the period of pregnancy-related disabilities. Such an absence is provided for in the individual Sections of this Agreement under “Sick Leave”.
  2. The term “maternity leave” refers to a voluntary absence from active employment either:
    - a. commencing while the pregnant employee is physically able to effectively perform her duties and continuing through the period of a pregnancy-related disability, or
    - b. commencing after the end of a pregnancy-related disability for the purpose of child care.
- B. If the anticipated disabling event is childbirth, the Board shall presume that the pregnant Employee becomes disabled for work four (4) weeks before the anticipated date of childbirth, at which time the pregnant employee shall become eligible for sick leave benefits if she does not present a certificate attesting to her ability to work during said four (4) week period of time.
1. This option is granted only to Employees actively employed and not to those employees on maternity leave.
  2. If, as a result of the pregnancy, an Employee while actively employed becomes disabled prior to the four (4) week period of presumed disability, said Employee may use any sick leave benefits to which she is entitled, providing that the Employee’s physician provides the Board with a certificate attesting to her inability to continue working.
  3. The Board reserves the right to verify the Employee’s inability to continue working.

**C. Maternity/Child Rearing Leave Procedures**

Maternity/Child Rearing leave without pay shall be granted by the Board of Education in accordance with the following procedure:

1. All initial applications for, and applications for extensions or reductions of, maternity/child rearing leave shall be made in writing to the Superintendent.
2. Any Employee intending to apply for maternity/child rearing leave shall advise the Superintendent as soon as possible.
  - a. The Employee’s request for maternity/child rearing leave shall be in writing to the Superintendent at least ninety (90) days prior to the date he/she wishes his/her leave to commence.
  - b. Such written request shall specify the date when the Employee wishes his/her leave to commence and to terminate.
3. Following the granting of such leave, the Employee may request a reduction of maternity/child rearing leave.
  - a. Such request shall be in writing to the Superintendent.
  - b. The Board may grant such proposed reduction.

- c. The Board may require the Employee to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.
4. The Board may require an Employee during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which the Employee has been assigned.
5. In the event of any question as to the condition of the pregnant Employee, a conference shall be arranged between the Board's physician and the attending physician.
6. Any Employee may be granted maternity/child rearing leave for the entire school, or in the case of a ten- (10-) month Employee, the academic year in which the leave commenced. A ten- (10-) month Employee shall notify the Board by April 15<sup>th</sup> of his/her intention to return to work. Failure to do so will be deemed a resignation from employment with the District.
7. A twelve- (12-) month Employee who is on maternity/child rearing leave shall notify the Board in writing, sixty (60) days prior to termination of maternity/child rearing leave, of his/her intention to return to work. Failure to do so will be deemed a resignation from employment with the District.
8. Any Employee under tenure or who has received a tenure-year contract may be granted maternity/child rearing leave for an additional academic school year. An Employee on such maternity/child rearing leave shall notify the Board in writing by April 15<sup>th</sup> of the school year preceding the school year in which he/she is scheduled to return to active employment. Such notification, or failure to commence active employment when due to return, shall be deemed a resignation as an Employee in the District.
9. An Employee returning from maternity/child rearing leave of absence shall be placed in his/her previously held position where administratively feasible. Where not administratively feasible, the returning Employee shall be assigned to a position as nearly the same as his/her regular position prior to the commencement of leave.
10. If the Employee's disability is caused by childbirth and such Employee is receiving disability/sick leave benefits, the Employee is presumed to be disabled for a recuperative period of four (4) weeks following childbirth, during which time such Employee shall continue to receive sick leave pay to which she is entitled under sick leave policy.
  - a. This applies only to those employees who have been actively employed prior to childbirth and not those employees who have been out on maternity leave.
  - b. If, as a result of that pregnancy, an Employee continues to be disabled after this four (4) week period, said Employee may use any sick leave benefits to which she is entitled, providing that the Employee's physician provides the Board with a certificate attesting to her inability to resume.
  - c. The Board reserves the right to verify the Employee's disability.
  - d. If the Employee whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification of fitness to the Board.
  - e. The Board reserves the right to verify her medical certification.
  - f. If the Board of Education's physician and Employee's physician disagree as to the Employee's fitness, then the two physicians shall agree in good faith on a third impartial

physician who shall examine the Employee and whose medical opinion shall be conclusive and binding on the issue of the Employee's fitness to return to her duties prior to the expiration of the recuperative period.

11. The Board may require that an Employee receiving maternity/child rearing leave not accept full-time employment or undertake any employment during all or part of the period of the maternity/child rearing leave which would interfere with the purpose of such leave.
12. Time spent on maternity/child rearing leave of absence shall not count towards salary guide placement, experience, sick leave accumulation, etc.
13. Any Employee on maternity/child rearing leave may place his/her name on the substitute list and shall receive the substitute's per diem rate for which he/she is qualified, provided he/she produces a certificate from his/her physician showing that he/she is physically able to perform such duties, if applicable.
14. A ten- (10-) month Employee who completes one hundred thirty-five (135) days of the school year shall, upon his/her return to service immediately after completion of the maternity/child rearing leave, be given credit on the salary guide as though he/she had worked that entire school year.
15. A twelve- (12-) month Employee who completes nine (9) months of work shall, upon his/her return to service immediately after completion of the maternity/child rearing leave, be given credit on the salary guide as though he/she had worked that entire fiscal year.

#### D. Paternity Leave

The Board shall grant any male Employee an unpaid leave of absence to provide necessary care for his child to the same extent and by the same procedure provided for maternity leaves above.

#### E. Adoption Leave

Any Employee, male or female, may apply for and shall be granted a leave in the case of adoption by such Employee of a minor child under the same terms as the maternity or child care leave above.

Where both parents are Employees of the Board, only one parent shall receive maternity, child care, paternity, or adoption leave.

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### **ARTICLE XIII RETIREMENT/DEATH BENEFIT**

- A. Any Employee who has completed ten (10) or more years of service in the Branchburg Township School District shall receive a retirement benefit based on \$40 per day for each day of accumulated sick leave, to a maximum of \$8,000 per individual effective July 1, 2007. Library/Media Assistants and Instructional Aides shall receive a maximum benefit of \$5,000 per individual.
- B. In the event an Employee otherwise eligible for this benefit dies while actively employed by the District, this benefit shall be paid into the estate of the individual.
- C. The Employee shall have the option to delay receipt of the payment until January 1 following the year of retirement.

**ARTICLE XIV  
INSURANCE**

**A. Group Health**

1. The Board agrees to provide medical coverage to qualifying employees (and his/her dependents) who work twenty-five (25) hours or more per week, through the School Employees Health Benefit Program ("SEHBP").
2. The Board will give copies of insurance brochures describing the health care insurance to each employee for whom coverage is provided.
3. The Board shall be permitted to change insurance carrier(s), provided the coverage is substantially equal to or better than that provided by the SEHBP.

**B. Other Insurance Coverage**

1. The Board agrees to pay the full cost for family (spouse and/or children) coverage for all members of the bargaining unit for Dental Insurance. The Orthodontic Limit shall be \$1,000. Effective January 1, 2005, the deductibles shall be \$50.00 single and \$100.00 family. The total individual per person benefit will be \$1500.00.
2. The Board agrees to provide a separate prescription plan card to qualifying employees and (his/her dependants) though SEHBP.
3. Optical Plan: Employees shall be reimbursed for up to \$250.00 during the year for eye exams, eye glasses, or contact lenses for members or their immediate families.
4. Employees eligible for single or dependent coverage may voluntarily waive their insurance coverage subject to the following:
  - a. Employees opting to waive any insurance coverage shall be paid 25% or \$5,000.00, whichever is less of the premiums that the Board would otherwise pay on their behalf.
  - b. Employee(s) may re-enter the plan(s) that they have waived each July 1<sup>st</sup> at the open enrollment period or, if the employee experiences a life event that results in the loss of their spouse's coverage, immediately as of the date of the loss in coverage subject to written proof of the life event. Re-entry shall not result in a waiting period of pre-existing conditions.
  - c. Payments made under this waiver provision shall be in two (2) installments, in the second paychecks of December and June.
  - d. To receive a waiver payment, the employee must submit a written request to waive insurance coverage and provide written proof of alternate health insurance coverage. No proof of alternate coverage for dental or prescription coverage is needed.

**C. Coverage for Domestic Partnerships/Civil Unions**

The above insurance coverage shall be provided for employees' domestic partners, civil unions, provided that a certificate of civil union or other sufficient proof is supplied.

**ARTICLE XV  
MODIFICATION AND DURATION**

- A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and acceptable to both parties.
- B. This Agreement shall apply to the period commencing July 1, 2013 and ending June 30, 2016.
- C. The Board and the Association agree to provide each other with their official mailing addresses for formal communications.

**ARTICLE XVI  
RIGHTS OF THE BOARD**

Except as expressly limited by this Agreement, the Association recognizes that the Board retains sole responsibility and authority in the management and direction of all operations and activities in the Branchburg Township School District, and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof, subject to any obligation imposed by N.J.S.A. 34:13A-5.3 to negotiate adoption of new rules or changes in existing rules affecting working conditions before implementation thereof.

**ARTICLE XVII  
FACILITIES**

- A. The Board agrees to provide air conditioning in each Faculty lounge.
- B. The Board agrees not to reduce the existing number of Faculty lounges in each school.

## SECTION 2 - - - TEACHERS

Contract provisions in Section 2 are applicable to all non-supervisory, certificated personnel as defined in Section 1 Article I paragraph A.1.

### ARTICLE I SALARIES

- A. The salaries of all Teachers covered by this Agreement are set forth in the Salary Guides which are attached hereto and made a part hereof in Schedules "A-1", "A-2", and "A-3."

Salaries for 12 month employees will be paid on the guide as stated above and an additional 2/10<sup>ths</sup> of the guide for the additional two (2) months of employment. The twelve (12) month salary will be pensionable.

- B. Employees may choose any one of the following payment options for contracted salaries:

1. Ten-month basis, in twenty (20) equal payments.
2. Ten-month basis with amounts withheld for deposit in the Teachers' Credit Union or another financial institution which will generate summer payments by those who submit a written request.

- C. Additional Compensation

1. Speech Correctionists, Speech and Language Therapists, Guidance Counselors, Social Workers, School Psychologists, Occupational Therapists and Learning Disabilities Teacher-Consultants shall receive an additional payment of \$2312.00 to compensate for additional time required by the position and the lack of preparation periods. For 2013-2014, all work beyond the 185-day contract year shall be compensated at the per-diem rate for the position. For 2014-2015, all work beyond the 186 day contract year shall be compensated at the per diem rate for the position.
2. Kindergarten teachers who are required to give an evening presentation for parents, exclusive of Back-to-School Night, will receive an hourly rate based on their per diem amount of pay.
3. The salaries for non-athletic extracurricular activity compensated positions are set forth in Schedule "B" annexed hereto.
4. The salaries of athletic extracurricular activity compensated positions are set forth in Schedule "C" annexed hereto.
5. Summer School and Home Instruction positions shall be compensated at the rate of \$41.00 per hour.
6. If release time is not granted for assigned curriculum change work, additional compensation at the rate of \$41.00 per hour shall be paid for assigned work on curriculum changes done outside the Teacher's regular workday. It is understood that a time allotment may be established by the Administration for any such curriculum change work.

- D. Resignation

1. Any Teacher who is resigning shall give sixty (60) days notice.

## **ARTICLE II WORKDAY**

- A. The regularly scheduled in-school workday for Teachers shall not exceed seven (7) hours and fifteen (15) minutes. The additional fifteen (15) minutes will not be used for student instructional time. All staff at a given school will work the same hours. No schedules will be flexed. A Teacher shall be permitted to leave the building when all assigned duties have been completed. However, one (1) day per week shall be designated for Faculty meetings and appropriate Teachers shall be required to attend and remain until the meeting is concluded by the responsible Administrator. The Faculty meeting shall be scheduled for a maximum of one (1) hour.
- B. 1. Teachers shall have a minimum individual preparation time per five (5) day week as follows:
- Two-hundred minutes per week. No Teacher shall work more than four (4) hours without either a lunch period or preparation period. The two hundred (200) minutes per week preparation time will be in blocks of forty (40) consecutive minutes except for kindergarten teachers who shall receive thirty (30) minutes consecutively. Teachers will be assigned one (1) preparation period per day. The Association acknowledges that the Administration may alter the school building schedule. The Board agrees that in the event there is a change in the building schedule, each teacher is guaranteed two hundred (200) minutes of preparation time per week.
2. Teacher's shall be permitted to leave the building during their preparation period with the approval of the Administration.
3. Preparation time shall be pro-rated for part-time Teachers. (i.e. .5 =.5 of a 40 minute preparation period).
- C. The Board agrees that in the event a Teacher is assigned to cover or teach a class other than those regularly assigned to him/her, except in case of emergency, and such assignment results in the Teacher having less than the weekly preparation time guaranteed in Paragraph B of this Article, the Teacher shall be compensated for such lost guaranteed preparation time at the rate of \$32.00 per hour.
- D. As part of the teaching responsibilities, all teachers will participate in the annual "Back-to-School Night." The school day will end for staff at the regular time. No meetings will be scheduled after school.

## **ARTICLE III SICK LEAVE**

- A. All persons steadily employed by the Board of Education on a ten (10) month basis are permitted sick leave with full pay for eleven (11) days each year. All persons steadily employed by the Board on a twelve (12) month basis are permitted sick leave with full pay for twelve (12) days each year.
1. All persons steadily employed by the Board of Education and working half-time or more, although less than full-time, will receive full pay for eleven (11) partial sick days each year in proportion to the ratio their employment bears to full employment.
2. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household.
3. The Board may require a physician's certificate.

- B. Employees shall be informed of accumulated sick leave no later than September 30 of each school year.
- C. Where a Teacher can anticipate the occurrence of a specific future disabling event, such as surgery or pregnancy, he/she shall notify the Superintendent as soon as he/she is aware of the pending condition.
1. The Teacher shall specify in writing his/her best estimate of the dates of commencement and termination of disability.
  2. At the time of notification, the Teacher shall submit a physician's certificate attesting to the disabling condition and specifying the physician's best estimate of the dates of commencement and termination of the disability.
  3. Requests for sick leave relating to an anticipated disability shall include dates of onset and return from such leave.
  4. An employee whose expected date of onset of disability occurs at a time which would be disruptive to the continuity of the educational process, and who does not take unpaid personal leave at a more feasible time prior to the disability, shall be subject to being transferred to alternative duty without loss of pay or benefits while so assigned until such time as the disability occurs.
  5. The employee who anticipates a specific disabling event and who does not request an unpaid leave of absence prior to the anticipated disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.
  6. The Board may require that an employee anticipating a disabling event be placed on sick leave if the employee's physical condition results in unsatisfactory performance of assigned duties and/or the continued performance of those duties impairs the employee's health.
    - a. Such incapacity must be established by agreement of the Board's physician and the Teacher's physician that the Teacher cannot continue teaching.
    - b. If there is a difference of medical opinion between the Board's physician and the Teacher's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the Teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching.

D. Leave Credits

Beginning employees shall be credited with fifty percent (50%) of their unused New Jersey sick leave accumulation, not to exceed thirty (30) days, provided that proof of the accumulated days is submitted.

E. Extended Absence

Should an employee be absent for more than days accumulated, the per diem rate (1/200<sup>th</sup> for Teachers) of the annual contractual salary shall be deducted from pay for every additional day absent.



**ARTICLE IV  
MISCELLANEOUS**

**A. Duty-Free Lunch**

All Employees assigned lunch duty shall be entitled to at least a thirty (30) minute duty-free lunch period.

**B. Extending Sick Leave Benefits beyond Accumulated Sick Leave Allowance**

A Teacher may request an extended sick leave beyond his/her accumulated days pursuant to N.J.S.A. 18A:30-6. The Board shall consider each request individually and may grant the request. If the requested leave is granted, the Teacher shall be paid the difference between the substitute cost and the teacher cost within any given school year.

**C. Extended Leaves of Absence**

1. In the case of teaching fellowships, internships, or similar leaves of absence granted by the Board, a Teacher shall be considered to be actively employed by the Board during the full term of the leave, and upon return to employment by the Board, he/she shall be placed on the salary schedule at the level he/she would have achieved if he/she had not taken leave of absence.
2. Employment credit for persons on military leave shall be in accordance with requirements of law.

**D. School Student Calendar**

1. The Board agrees that the Superintendent will transmit the annual proposed school student calendar to the Association and shall meet with appropriate officials of the Association to discuss and consider revision of the calendar with reference to legal holidays as provided in Title 36:1-1 of the Revised New Jersey Statutes, before transmission to the Board.
2. Acceptance of such calendar by the Association is not mandatory before the calendar is transmitted or adopted.

**E. Restoration of Benefits**

All benefits to which a Teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, if any, shall be restored upon his/her return.

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**ARTICLE V  
EDUCATIONAL IMPROVEMENT**

**A.** The maximum annual cost to the Board of Education for such courses shall be \$65,000, each year for the 2013-2016 term. Unused money in one year is available in the following years, until the expiration of the contract, at which time the unused money reverts to the Board. All reimbursement and guide movement must be in accordance with applicable New Jersey law. (N.J.S.A. 18A and N.J.A.C. 6A).

**B. Limitations**

1. Reimbursement is limited to Teachers who possess or are eligible for a New Jersey regular certificate or possess a certificate of eligibility with advanced standing.
2. That the Principal and Superintendent approve the course in advance.

3. That the cost be reimbursable at the actual rate charged by New Jersey State colleges.

C. Reimbursement rates will be as follows:

1. A or B - 100%
2. C or lower - 0%

D. The official college transcript must accompany the request for reimbursement.

E. One-half of the annual allotment will be disbursed in January for eligible summer and fall courses. If there are more eligible applications than can be fully reimbursed from the January allotment, then each Teacher's first course, or the more expensive course if there are more than one, will be reimbursed 100% at the rate established in Paragraph B, Item 3 of this Article, to a maximum of three (3) credits, provided a grade of B or better is received (or proportionately if the allotment cannot cover 100% of all first courses). The remaining money will then be distributed proportionately to cover each person's second course, etc. Any leftover money will be added to the other one-half of the annual allotment, which shall be disbursed in June for eligible spring courses, using the same procedures as used for the January disbursement. If there is unspent money from the June allotment, and anyone was not fully reimbursed from the January disbursement, the unspent June money will be disbursed to such persons.

F. The Teacher shall be an employee of the Branchburg Township School District at the time of reimbursement either under contract or on approved leave.

G. The employee agrees to serve the District for three years following the completion of a degree paid for under this Article, or the employee will reimburse the District for the prorated amount upon separation. Repayment under this provision shall be computed as follows: 100% repayment before year one, 67% before year two and 33% before year three. This "return service obligation" may be waived in the sole discretion of the Board, in such matters as, but not limited to, non-renewal, reduction in force, death, disability, retirement or hardship. Any tuition reimbursement paid to the District shall be added to the funds available that year.

H. Teachers taking courses beyond the dollar limit in Paragraph A above may appeal to the Board for reimbursement.

I. A program/seminar/workshop for guidance counselors, nurses, occupational therapists, speech and language therapists and social workers to retain licenses or required certifications may be approved at the discretion of the Superintendent and Principal.

The funds for these programs/seminars/workshops shall come from the Educational Improvement Account.

J. Presenters of in-district courses will be compensated at the rate of \$41.00/hour for two (2) hours of planning and preparation for each course hour, and for courses offered outside the school day, \$41.00/hour for each course hour of presentation. For courses previously presented, compensation is for course hour of presentation only.

**ARTICLE VI  
FAIR EMPLOYMENT PRACTICES**

- A. Any tenured Employee's suspension by the Board or dismissal for cause shall be controlled by N.J.S.A. 18A:6-10 et seq.
- B. Any non-tenured Teacher whose contract is not renewed by the Board will be given written reasons upon request. The Teacher shall have the right to have an informal appearance before the Board pursuant to Department of Education rules and regulations and may be represented at such appearance by Association official and/or legal representative.
- C. The Board shall notify a Teacher that his/her contract has not been renewed by May 15th. Failure to notify timely is considered an offer to renew the Contract of a non-tenured Teacher, in usual form, which offer must be accepted in writing on or before June 1.

**ARTICLE VII  
TRANSFERS AND ASSIGNMENTS**

- A. Teachers who desire a building transfer or a change in grade or subject assignment may file a written statement of such desire with the Superintendent, which statement shall include the building, grade or subject to which the Teacher desires to be transferred or assigned in order of preference.
  - 1. Such requests for transfers and reassignments for the following year shall be submitted no later than May 1<sup>st</sup>, and responses shall be made by June 1<sup>st</sup>, if practicable.
  - 2. Reasonable effort shall be made to honor the request of a Teacher so long as a valid reason is given for the transfer and the change requested does not conflict with the instructional requirements of the school system.
- B. No transfers shall be made in an arbitrary and capricious manner; disputes over transfers shall be subject to the Grievance procedure, but the transfer shall be reviewable only as to whether the transfer was made or denied arbitrarily and capriciously.
- C. The Board agrees that a Teacher may discuss with or appeal his/her assignment to his/her Principal.

**ARTICLE VIII  
OPERATION OF SALARY GUIDE**

- A. Newly employed teachers will be placed on the salary guide in accordance with N.J.S.A. 18A:29-9.
- B. The following shall apply to credits granted to new employees for previous experience in other than the teaching profession:
  - 1. Military Service
    - a. The Board shall grant full credit as required by law to individuals with military experience obtained before or during employment in this School District.
    - b. Previous military experience of Teachers new to this School District will be considered in the granting of appropriate credits when, in the opinion of the School Board, such experience materially advances the Teacher's ability.
  - 2. Civilian Experience - Previous experience in a civilian occupation or profession will be considered in the granting of appropriate credit when, in the opinion of the School Board, such experience materially advances the Teacher's teaching ability.

- C. The Board of Education reserves the right to decline to advance a Teacher according to the guide because of unsatisfactory work or other reasons. If a Teacher is not advanced, he/she shall be given an explanation by the administration and the right to review by the Board of Education.
- D. Teachers expecting to qualify for the next higher salary level must notify the Administrator no later than January 15<sup>th</sup> of the contract year preceding the actual change in the salary level. The Superintendent will notify employees of the January 15<sup>th</sup> application deadline for movement across the salary guide. Salary adjustments shall be made in September and February of each contract year.
- E. A Teacher on maternity/child rearing leave who has completed service for 135 days of the school year shall be given credit as though he/she finished the school year and shall be placed on the next higher step of the salary guide upon his/her return to service immediately after completion of the maternity/child rearing leave. For purposes of this paragraph, completed service shall mean days actually worked or paid for (sick days, personal days, etc.).

**ARTICLE IX  
TEACHER RESPONSIBILITIES**

- A. Teachers shall perform assigned duties forthrightly and to the best of their abilities.
- B. Teachers shall remain under the direct supervision of superiors as deemed appropriate by the Superintendent and the Board of Education, notwithstanding pending Grievances, New Jersey Commissioner of Education decisions and court cases.
- C. Teachers shall perform their professional charges in accordance with the laws of the United States and New Jersey and rules and regulations of the New Jersey Commissioner of Education and the New Jersey State Board of Education.

**ARTICLE X  
TEACHER RIGHTS**

- A. Whenever any Teacher is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that Teacher in his/her office, position or employment, or the salary or any increment pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- B. Whenever entering or leaving the building, Teachers shall sign in and sign out only on the appropriate register, and no other form shall be required to be completed.
- C. The Board agrees that during their duty-free lunch periods or preparation periods, Teachers shall be permitted to leave their buildings with Administration approval following the procedure set forth in Paragraph B above.
- D. Every attempt will be made to keep classroom interruptions through announcements to a minimum.
- E. The Teacher shall have the initial responsibility for determining grades in accordance with the grading policies of the Board. No grade shall be changed by an Administrator without prior consultation with the Teacher.
- F. The Board agrees that the Teacher will be consulted by the Administration when the promotion of a student is considered and such promotion will be in conflict with the Teacher's recommendation for retention.

- G. Teachers will not be held liable to reimburse the Board in the event that money Teachers are required to collect is lost or stolen, provided that the Teachers comply with proper procedures.
- H. The Board shall provide an explanation of any insurance coverage for damage to Teachers' personal property while on school premises, which the Board carries at its option.
- I. Parent Teacher Conferences
  - 1. Regularly scheduled Parent-Teacher conferences will be conducted during the one-night conference date, or on single-session days set aside for this express purpose.
  - 2. Teachers may be excused from any Parent conference for cause with the approval of the Principal, provided the Teacher reschedules the conference with the Parent.
  - 3. A full day of conferences will be scheduled in each building. All members of the professional staff will be expected to participate in the Parent conferences or in assigned duties. Staff members are expected to work the equivalent of a full workday.
- J. Faculty Meetings
  - 1. Except in emergencies, every effort will be made to give one (1) week's prior notice of all Faculty meetings.
  - 2. Teachers may be excused from any Faculty meeting, for cause, with the approval of the Principal.
  - 3. Faculty meetings are defined as a meeting of Staff/Teacher by grade, entire Faculty department, and any other configuration of Staff.
- K. The rate of reimbursement for Teachers presently entitled to receive travel reimbursement shall be set in accordance with Board policy.
- L. Teachers shall receive their tentative teaching assignments for the next school year by the end of the current school year.
- M. Tentative teaching schedules will be available no later than August 29th.

**ARTICLE XI  
WORK YEAR**

- A. The Teaching Staff Calendar will be forwarded to the staff by June of each year. The work year for twelve (12) month employees shall be July 1 through June 30.
- B. The Teaching Staff work year shall consist of 185 days in the 2013-2014 school year. For the 2014-2015 and 2015-2016 school years the Teaching Staff work year shall consist of 186 days.
  - 1. Not to exceed 181 instructional days.
  - 2. One (1) non-instructional Teacher Planning Day prior to the start of school.
  - 3. Two (2) non-instructional days to be used at the discretion of the Board for Parent conferences and workshops.
  - 4. For the 2013-2014 school year, one (1) Professional Development Day. For the 2014-2015 and 2015-2016 school years, this number shall be increased to two (2) professional development days.

5. The day before Thanksgiving and the day before Winter Break will be single session days for staff and students. In addition, the last day of school shall be a single session day for students and Teachers. The three (3) days prior to the last day of school shall be single session days for students. Teachers shall work their regular day on the three days prior to the last day of school.
- C. All newly hired teachers shall work three (3) additional days beyond those worked by the continuing staff, including the extra day worked by new staff by practice. The Board is to determine the agenda and schedule for these additional days, but as is consistent with practice, the Association leadership will be placed on the agenda. All training hours during this period will count toward guide movement at a rate of .5 credit per day. Every effort will be made to schedule these days within the two (2) weeks prior to the opening of school.
- D. Twelve (12) month employees are entitled to twenty (20) vacation days annually.
- E. Twelve (12) month employees are entitled to holidays as reflected in the school calendar (same as 12-month secretaries).

**ARTICLE XII  
SUMMER SCHOOL**

- A. Summer School openings shall be publicized as soon as practicable after such openings become known. All summer positions are dependent upon student enrollment.
- B. In filling Summer School positions, a Teacher's area of certification, major and/or minor field of study, experience and length of service in the Branchburg Township School District shall be considered.

Schedule A-1

YEAR I

2013-2014

Step	BA	150	182	212
1	51,385	53,535	55,685	57,835
2-3	52,385	54,535	56,685	58,835
4-5	53,385	55,535	57,685	59,835
6	54,385	56,535	58,685	60,835
7-8	55,385	57,535	59,685	61,835
9-10	56,385	58,535	60,685	62,835
11-12	57,385	59,535	61,685	63,835
13-14	58,620	60,770	62,920	65,070
15-16	60,120	62,270	64,420	66,570
17	61,870	64,020	66,170	68,320
18	63,870	66,020	68,170	70,320
19	66,120	68,270	70,420	72,570
20	68,620	70,770	72,920	75,070
21	71,500	73,650	75,800	77,950
22	74,580	76,730	78,880	81,030
23	77,860	80,010	82,160	84,310
24	81,340	83,490	85,640	87,790
25	85,020	87,170	89,320	91,470

Schedule A-2

Year II

2014-2015

Step	BA	150	182	212
1-2	53,225	55,375	57,525	59,675
3-4	54,225	56,375	58,525	60,675
5-6	55,225	57,375	59,525	61,675
7	56,225	58,375	60,525	62,675
8-9	57,225	59,375	61,525	63,675
10-11	58,225	60,375	62,525	64,675
12-13	59,225	61,375	63,525	65,675
14-15	60,485	62,635	64,785	66,935
16-17	61,985	64,135	66,285	68,435
18	63,735	65,885	68,035	70,185
19	65,735	67,885	70,035	72,185
20	67,985	70,135	72,285	74,435
21	70,485	72,635	74,785	76,935
22	73,132	75,282	77,432	79,582
23	75,979	78,129	80,279	82,429
24	79,026	81,176	83,326	85,476
25	82,273	84,423	86,573	88,723
26	85,720	87,870	90,020	92,170



Schedule A-3

Year III

2015-2016

Step	BA	150	182	212
1-3	54,295	56,445	58,595	60,745
4-5	55,295	57,445	59,595	61,745
6-7	56,295	58,445	60,595	62,745
8	57,295	59,445	61,595	63,745
9-10	58,295	60,445	62,595	64,745
11-12	59,795	61,945	64,095	66,245
13-14	61,295	63,445	65,595	67,745
15-16	62,795	64,945	67,095	69,245
17-18	64,295	66,445	68,595	70,745
19	66,020	68,170	70,320	72,470
20	67,945	70,095	72,245	74,395
21	70,020	72,170	74,320	76,470
22	72,245	74,395	76,545	78,695
23	74,620	76,770	78,920	81,070
24	77,145	79,295	81,445	83,595
25	79,820	81,970	84,120	86,270
26	82,645	84,795	86,945	89,095
27	86,370	88,520	90,670	92,820

**Schedule B**  
**Nonathletic Extracurricular Compensation**

Position	Compensation
Yearbook Advisor(BC)	\$2,627
School Newspaper Advisor(BC)	\$2,627
Student Council Advisor(BC)	\$2,627
Math Counts(BC)	\$2,469
Robotics(BC)	\$1,576
Drama Coach (BC)	\$2,627
Assistant Drama Coach (BC)	\$1,891
Scenic Director (BC)	\$1,891
Drama Coach (SB)	\$1,681
Assistant Drama Coach (SB)	\$1,051
Boys and Girls Ensemble(BC)	\$2,627
Vocal Music Concert Prep (BC, SB)	\$1,576
Instrumental Music Concert Prep (6 <sup>th</sup> Grade)	\$788
Instrumental Music Concert Prep (7 <sup>th</sup> & 8 <sup>th</sup> Grades)	\$1,051
Instrumental Music Concert Prep (SB)	\$1,471
Jazz Band (BC)	\$2,690
Woodwind Ensemble (BC)	\$2,690
Team Leaders (BC)	\$1,944
Team Leader (K-5)	\$1,944
Teen Arts(BC)	\$1,576
Art Shows (WES/SB/BC)	\$630
Science Fair(WES/SB)	\$630
Art Club Advisor (per each 10 meetings)	\$630
Odyssey of the Mind (BC)	\$2,520
Science Club	\$1,680
Talent Show (SB/BC)	\$630
Culture Club (BCMS)	\$840

Extracurricular stipends are paid for work outside of regular school hours. The above stipend represents maximum payment for all regularly scheduled programs/activities including post-season tournaments. Time logs must be submitted before stipend is paid.

## Schedule C

### Athletic Extracurricular Compensation

Position	Compensation
Athletic Director	\$7,880
Boys' Basketball Coach	\$3,677
Girls' Basketball Coach	\$3,677
Baseball Coach	\$3,309
Softball Coach	\$3,309
Boys' Soccer Coach - Team A	\$2,574
Boys' Soccer Coach – Team B	\$2,574
Girls' Soccer Coach – Team A	\$2,574
Girls' Soccer Coach – Team B	\$2,574
Boys' Lacrosse Coach	\$3,309
Girls' Lacrosse Coach	\$3,309
Cheerleader Coach	\$3,152
Cross Country Boys' Coach	\$2,574
Cross Country Girls' Coach	\$2,574
Dance	\$3,152
Timekeeper	\$1,429
Crowd Control	\$1,429
Intramurals(SB)	\$630

The above stipend represents maximum payment for all regularly scheduled programs/ activities including post-season tournaments. Time logs must be submitted before stipend is paid. For Intramural programs at Stony Brook, one stipend will be paid for a minimum of twenty (20) student participants and every twenty (20) thereafter.

## SECTION 3 - - - SECRETARIES AND CLERKS

Contract provisions in Section 3 are applicable to personnel defined in Section 1 Article I paragraph A.2.b. and not excluded by Section 1 Article I paragraph B.

### ARTICLE I SALARIES

#### A. General Issues

1. The salaries of all Secretaries and Clerks covered by this Agreement are set forth in the Salary Guides, which are attached hereto and made a part hereof in Schedules A and B.
2. Placement of new Employees on the Salary Guides shall be determined by the Board.

A new Employee shall be placed at the salary level corresponding to the number of "credited" years of experience granted by the Board. Thereafter the Employee shall move through the Salary Guide as if the credited years of experience had been served in the Branchburg Township School District.

#### B. Resignation

1. An Employee who is resigning shall give thirty (30) days' notice.
2. If a resigning twelve (12) month Employee provides such notice, she/he shall receive pay for earned vacation according to the proportion of full months worked to the total contract year. Employees failing to provide such notice forfeit any earned vacation pay.

#### C. Termination

1. An Employee who is terminated shall receive thirty (30) days notice of termination or thirty (30) days pay in lieu of notice unless the termination is for cause, in which event no notice is required.
2. The Board retains the right to terminate Employees during their first ninety (90) days of employment without notice, pay in lieu of notice, a statement of reasons, or access to the Grievance procedure as set forth in Article X of Section One of this Agreement.

### ARTICLE II WORKDAY

#### A. September 1 to June 30

1. For positions of thirty-seven and one-half (37-1/2) hours per week, the regular workday shall consist of seven and one-half (7-1/2) hours exclusive of a thirty (30) minute lunch break.
2. For positions of less than thirty-seven and one-half (37-1/2) hours per week, the regular workday shall be defined by mutual agreement between the Employee and the Supervisor.
3. When it serves the best interests of the District, flexible starting and ending times may be adopted for an Employee. Principal/Administrator and Employee shall mutually agree upon the flexible times.

B. July 1 to August 31

1. As heretofore, the Board shall, in its discretion, determine summer work schedules each year. Twelve (12) month Secretaries shall work thirty-five (35) hours per week in the summer but shall receive pay for thirty-seven and one-half (37-1/2) hours.

C. Breaks

1. Full-time Employees shall be entitled to two (2) fifteen (15) minute breaks: one (1) in the morning and one (1) in the afternoon, to be scheduled by mutual agreement between the Employee and his/her Supervisor.
2. Employees working five (5) hours or less per day shall be entitled to one (1) fifteen (15) minute break per day to be scheduled by mutual agreement between the Employee and the Supervisor.
3. Breaks shall be staggered so as to provide continuous office coverage.

**ARTICLE III  
SICK LEAVE**

- A. All persons steadily employed by the Board on a twelve- (12-) month basis are permitted sick leave with full pay for fifteen (15) days each year. All persons steadily employed by the Board on a ten- (10-) month basis are permitted sick leave with full pay for twelve (12) days each year.
  1. Unused sick days are accumulative.
  2. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household.
  3. The Board may require a physician's certificate any time sick leave is taken.
- B. First-year Employees shall have their sick leave entitlement prorated proportionate to the number of months remaining in the contract year at the time of their employment.
- C. As soon as practicable, Employees shall be notified of their accumulated unused sick leave days as of September 30.
- D. Where an Employee can anticipate the occurrence of a specific future disabling event, such as surgery or pregnancy, he/she shall notify the Superintendent as soon as he/she is aware of the pending condition.
  1. The Employee shall specify in writing his/her best estimate of the dates of commencement and termination of the disability.
  2. At the time of notification, the Employee shall submit a physician's certificate attesting to the disabling condition and specifying the physician's best estimate of the dates of commencement and termination of the disability.
- E. Requests for sick leave relating to an anticipated disability shall include dates of onset and return from such leave.
- F. The Employee who anticipates a specific disabling event and who does not request unpaid leave of absence prior to the anticipated disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.

- G. The Board may require that an Employee anticipating a disabling event be placed on sick leave if the employee's physical condition results in unsatisfactory performance of assigned duties and/or the continued performance of those duties impairs the Employee's health.
  - 1. Such incapacity must be established by agreement of the Board's physician and the Employee's physician that the Employee cannot continue working.
  - 2. If there is a difference of medical opinion between the Board's physician and the Employee's physician, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the Employee, and his medical opinion shall be conclusive and binding on the issue of medical capacity to continue working.
- H. In exceptional cases and at the sole discretion of the Board, an Employee who is ill or disabled for a greater number of days than the total number of sick leave days that he/she has accumulated may be paid the difference between his/her salary and the pay of a substitute. When granted in an individual case, this additional sick leave with pay shall start the day following the last day of accumulated sick leave.

**ARTICLE IV  
EDUCATIONAL IMPROVEMENT**

The Board shall reimburse employees for credits or courses taken that are approved by the Superintendent.

- A. The conditions for payment shall be as follows:
  - 1. Payment shall be made on evidence of satisfactory completion of the course.
  - 2. Payment by the Board shall be for full tuition for approved courses.
  - 3. The rate of payment for credited courses shall not exceed the New Jersey State College rate.
  - 4. The maximum cost to the Board in any fiscal year shall not exceed \$3,500.00 cumulative for members of this unit.
- B. The employee agrees to serve the District for three years following the completion of a degree paid for under this Article, or the employee will reimburse the District for the prorated amount upon separation. Repayment under this provision shall be computed as follows: 100% repayment before year one, 67% before year two and 33% before year three. This "return service obligation" may be waived in the sole discretion of the Board, in such matters as, but not limited to, non-renewal, reduction in force, death, disability, retirement or hardship. Any tuition reimbursement paid to the District shall be added to the funds available that year.
- C. Employees may appeal to the Board for reimbursement on a case-by-case basis if costs exceed the maximum costs listed in Paragraph A, Item 4 above.

**ARTICLE V  
TRANSFERS AND ASSIGNMENTS**

A. Voluntary Transfers

1. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire at any time with the Superintendent. Such statement shall include the position, and the school or schools to which the Employee desires to be transferred, in order of preference.
2. Opportunity will be given to any Employee to apply for and receive fair consideration for any position which becomes vacant, provided the Employee meets the qualifications which the District prescribes for the position.

B. Involuntary Transfer

An involuntary transfer or reassignment shall be made only after a meeting between the Employee involved and the appropriate supervisor, at which time the Employee shall be notified of the reason therefore.

1. In the event that an Employee objects to the transfer or reassignment at this meeting, upon the request of the Employee, the Superintendent or his/her designee shall meet with him/her.
2. The Employee may, at his/her option, have the Association representative present at such meeting.
3. Written notice of an involuntary transfer or reassignment shall be given to the Employee at least ten (10) working days prior to transfer or reassignment.

**ARTICLE VI  
EMPLOYEE RIGHTS AND PRIVILEGES**

- A. Pursuant to the Employer-Employee Relations Act, the Board and the Association agree that every member of the Association shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain therefrom. The Board and the Association agree they shall not discriminate against any Employee pursuant to N.J.S.A. 34:13A-5.3 and 5.4.
- B. Nothing contained herein shall be construed to deny or restrict to any Employee such rights or to relieve her from such obligations as she may have under New Jersey School Laws.
- C. No tenured Employee shall be disciplined or reprimanded without just cause. Any such action taken by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall be subject to the Grievance procedure herein set forth, unless an alternate statutory appeal procedure exists.
- D. Whenever any Employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of the Employee in her/his position, employment or the salary or any increments pertaining thereto, then she/he shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a person of her/his own choosing and a representative of the Association present to advise her/him and represent her/him during such meeting or interview.

- E. Any non-tenured Employee whose contract is not renewed by the Board will be given written reasons upon request.
  - 1. The request for written reasons shall be made within ten (10) calendar days of notification of non-renewal.
  - 2. The Board shall provide the reasons within twenty-one (21) calendar days of the request.
  - 3. The Employee shall have the right to have an informal appearance before the Board pursuant to Department of Education rules and regulations pertaining to nontenured teachers and may be represented at such appearance by the Association and/or legal representative.
  - 4. A request for an informal appearance must be made within ten (10) calendar days of receipt of the written reasons.

**ARTICLE VII  
WORK YEAR**

1. Ten- (10-) Month Employees

The work year for all ten- (10-) month employees shall be 190 days between September 1 and June 30, and shall also include eight (8) days or their equivalent between July 1 and August 31. These eight (8) days shall be mutually scheduled by the Employee and the supervisor.

2. Twelve- (12-) Month Employees

The work year for all twelve- (12-) month employees shall be July 1 through June 30.

**ARTICLE VIII  
VACATIONS AND HOLIDAYS**

A. Vacations

- 1. All twelve- (12-) month Employees are entitled to paid vacation days according to the following schedule:
  - a. Two (2) weeks after one (1) full year of service, one (1) week of which may be taken in the second six (6) months of service;
  - b. Three (3) weeks after seven (7) years of service;
  - c. Four (4) weeks after fifteen (15) years of service.
- 2. Scheduling of vacation must be approved by the immediate supervisor or his/her designee. Eligibility shall be computed as of the date of hire.

B. Holidays

- 1. All twelve- (12-) month Employees shall receive fourteen (14) paid holidays.
- 2. The paid holidays for ten- (10-) month Employees shall be paid to Employees in twenty (20) equal payments from September 1 through June 30. It is understood that the holiday payments are not part of the base salary of Employees nor are the holiday payments to be used in the calculating of any applicable overtime.



4. The Board will provide the Association with a list of holidays for the following year by June 1<sup>st</sup>.

## **ARTICLE IX OVERTIME**

- A. A Secretary will be compensated for all hours authorized by their immediate Supervisor/Principal as follows:

1. between 37.5 and 40 hours – straight time
2. over forty (40) hours – time-and-one-half

Overtime shall be paid in money, except as provided in paragraph C. below.

- B. Any Employee who works on a designated holiday shall be paid at a rate equal to two (2) times the regular rate in addition to the day's pay for the holiday.
- C. Compensatory time off may be taken in lieu of overtime payment by prior mutual agreement between the Employee and the Supervisor. Compensatory time off must be taken as soon as reasonably practicable after it is earned and in any event shall be taken no later than sixty (60) days after it is earned unless circumstances in the District make it impossible to release the Employee without causing the District substantial hardship.

## **ARTICLE X EMPLOYEE EVALUATION**

- A. Each Employee shall have an opportunity to confer with his/her immediate supervisor to identify the Employee's strengths and weaknesses and to discuss ways and means to improve overall performance. These conferences shall include written evaluation reports and shall be scheduled by the Supervisor at least once in every contract year.
- B. Evaluation reports shall be prepared on the following basis:
  1. Tenured Employees – one (1) evaluation annually not later than May 15.
  2. Non tenured Employees – two (2) evaluations within ten (10) months of the date upon which the Employee began work, and two (2) evaluations each year thereafter until tenure is attained.
  3. If an Employee is evaluated as unsatisfactory, she/he shall receive three (3) evaluations the following year.
- C. The evaluation and the response shall be forwarded to the Superintendent or his/her designee for review and shall be filed in the central personnel file.

**Schedule A**

<b>Year 1</b> 2013-14 Secretary			<b>Year 2</b> 2014-15 Secretary			<b>Year 3</b> 2015-16 Secretary		
Step	Hourly	Yearly	Step	Hourly	Yearly	Step	Hourly	Yearly
1	27.28	53,196.00	1	27.89	54,385.50	1	28.49	55,555.50
2	27.57	53,761.50	2	28.18	54,951.00	2	28.78	56,121.00
3	27.86	54,327.00	3	28.47	55,516.50	3	29.07	56,686.50
4	28.15	54,892.50	4	28.76	56,082.00	4	29.36	57,252.00
5	28.44	55,458.00	5	29.05	56,647.50	5	29.65	57,817.50
6	28.73	56,023.50	6	29.34	57,213.00	6	29.94	58,383.00

**Schedule B**

<b>Year 1</b> 2013-14 Clerk			<b>Year 2</b> 2014-15 Clerk			<b>Year 3</b> 2015-16 Clerk		
Step	Hourly	Yearly	Step	Hourly	Yearly	Step	Hourly	Yearly
1	22.03	42,958.50	1	22.64	44,148.00	1	23.24	45,318.00
2	22.32	43,524.00	2	22.93	44,713.50	2	23.53	45,883.50
3	22.61	44,089.50	3	23.22	45,279.00	3	23.82	46,449.00
4	22.90	44,655.00	4	23.51	45,844.50	4	24.11	47,014.50
5	23.19	45,220.50	5	23.80	46,410.00	5	24.40	47,580.00
6	23.48	45,786.00	6	24.09	46,975.50	6	24.69	48,145.50

## SECTION 4 - - - Bus Drivers

Contract provisions in Section 4 are applicable to personnel defined in Section 1 Article I paragraph A.2. a.

### ARTICLE I SALARIES

- A. The salaries of all Drivers covered by this Agreement are set forth in the salary guides, which are attached hereto and are made a part hereof in Schedule A.
- B. Employees may choose any one of the following payment options for contracted services:
  - 1. Twenty equal installments over ten months.
  - 2. Twenty equal installments with amounts withheld for deposit in the Teachers Credit Union by those who submit written requests.
- C. Drivers may be required to report for orientation prior to the beginning of the school year for students on the day before school starts. Drivers will be paid their prorated hourly rate for minimum of two (2) hours of such orientation. Attendance will be mandatory.
- D. Drivers may be required to attend up to one (1) meeting per year at a maximum of two (2) hours called by the administration as part of their basic contract. Drivers may also be required to attend additional meetings called by administrators and will be paid on an hour-for-hour basis for these meetings. Drivers will be given seven (7) days notice prior to all meetings except in the case of emergency.

### ARTICLE II METHODS OF COMPENSATION

- A. Category A – Regular To and From Transportation
  - 1. In accordance with Article V, routes shall be configured annually so as to achieve maximum efficiency.
  - 2. The actual number of hours per route assignment shall be established annually by the Transportation Supervisor, with beginning and ending times specified individually for each driver.
    - a. Such beginning and ending times shall include allowances for bus preparation.
    - b. Such times shall be provided to the drivers prior to the first day of school in September.
    - c. By October 31 of each year, the Transportation Supervisor shall notify the drivers of his recommendations for revisions to these times. Such revisions shall be presented to the Board of Education for action at the regular November meeting. The Board of Education reserves the right to adjust driver hours at a later time during the school year in the event of changes in routes.
  - 3. Drivers shall be assigned to routes annually and contracts issued accordingly.
- B. Category B – Time Clock

1. A time clock shall be installed in the bus yard at a place convenient to drivers, taking into consideration access to the nearest source of electricity.
2. Drivers shall punch in and out each workday regardless of the nature of the route/trip. Drivers who go directly from a regular afternoon run to a late run shall not be required to return to the yard to punch in and out between runs.
3. Extra pay for regular to and from transportation routes shall not be paid unless authorized by the Transportation Supervisor because of inclement weather requiring additional bus preparation time or other extraordinary circumstances.
4. Recognizing that there will be times when weather/road conditions change unexpectedly, prior authorization under these circumstances will not be expected. The driver will notify the Transportation Office as soon as possible.
5. Additional pay clocked on the time clock shall be paid in increments of fifteen (15) minutes for any one (1) day on which at least eight (8) additional minutes is clocked.
6. The calculation of such overtime shall be on a day-to-day basis, such that time clocked over or under the normal hours on any day shall not affect the time clocked over or under on any other day.
7. If a driver arrives late to work for either the morning or afternoon run on an occasional basis, the late time shall not be deducted from the driver's pay. In the event that a habitual pattern of lateness develops, the Board of Education reserves the right to discipline the driver, and such discipline may include a reduction in pay for the late time. The determination of what constitutes habitual lateness is at the sole discretion of the Board of Education.
8. Any payment under this section shall only be made in accordance with the provisions of Paragraph 3 of this category. If the additional time clocked in by a driver does not meet with the provisions of Paragraph 3, the Transportation Office shall provide the reasons for the denial of overtime payment in writing.
9. Drivers shall be paid at the hourly rate for layovers of thirty minutes or less. Such layover allowance shall be taken into consideration in the annual configuration of regular routes as well as for extra runs/trips.

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C. Category C – Calendar Exceptions

1. When a driver has to drive students to a non-Branchburg school on a day when Branchburg schools are closed, the driver shall be paid a premium of one-half hour pay for the morning run and one-half hour pay for the afternoon run.
2. When a driver has to drive students to Branchburg schools when the non-Branchburg school to which he usually drives is closed, he/she shall be paid as if it is a normal workday.  
  
If such a driver is asked to cover additional Branchburg runs, he/she shall be paid one hour's pay for each such hour worked.
3. If a driver who is scheduled to drive to non-Branchburg schools on a day when Branchburg schools are closed calls in sick or takes personal leave, he/she shall be charged with one-half day's leave.

4. If a driver who is not scheduled to work on a day when Branchburg schools are closed is asked to substitute for a driver who is scheduled to work, the driver who substitutes shall receive one hour's pay for each hour worked.
5. When a driver has to drive students to a non-Branchburg school whose calendar exceeds the state-mandated minimum of 180 school days, the driver shall be paid on an hour-for-hour basis for the excess time worked, unless the Branchburg calendar also exceeds the minimum.

### **ARTICLE III WORKDAY**

- A. The standard contract for all Drivers shall be no less than 4-1/2 hours and any additional regularly contracted time shall be included in contract for purposes of salary and pension calculations.
  1. Part-time positions may be created by mutual agreement between the Association and the Board.
  2. In the event that several part-time positions are needed to cover runs for different schools, the Board shall make a reasonable effort to combine the runs to create a full-time (that is, a 4-1/2-hour-per-day) contract.
- B. There will be one-half hour of compensation for early dismissal days except when all afternoon runs are dismissed early.

### **ARTICLE IV SICK LEAVE**

- A. Drivers shall be entitled to eleven (11) sick days annually. Sick time shall be calculated on the basis of the contracted workday.
  1. Sick leave may be taken in full days or half days.
  2. Absences of more than a half day will be charged a full day of sick leave.
  3. Absences of less than a half day will result in wage deductions for each hour absent.
  4. If a driver on a Kindergarten run misses 1/3 of a day, it will be charged as a half day absence.
- B. Drivers may apply for extended sick leave, minus the cost of a substitute driver, when they have exhausted their accumulated sick leave. The Board has the discretion to grant or not grant such extended leave after reviewing the merits of each case.
- C. Drivers absent from work because of accidental injury arising out of or in the course of employment shall receive for up to one calendar year full salary and all benefits including the provision under Article VIII.

**ARTICLE V  
ATTENDANCE INCENTIVE**

- A. Employees with no absences at the end of the year shall receive a payment of \$250 from the Board of Education.

**ARTICLE VI  
MISCELLANEOUS**

- A. Except as expressly limited by this Agreement, the Association recognizes that the Board retains sole responsibility and authority in the management and direction of all operations and activities in the Branchburg Township School District, and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof, subject to any obligation imposed by N.J.S.A. 34:34A-5.3 to negotiate adoption of new rules or changes in existing rules affecting working conditions before implementations thereof.
- B. Drivers are entitled to lunch reimbursement of \$10.00 when a field trip or athletic trip exceeds four (4) hours. In addition, bus drivers are entitled to a meal reimbursement of \$15.00 when a field or athletic trip exceeds eight (8) hours.
- C. License Fees and Physicals
1. The Board requires that each Driver undergo a physical examination every two (2) years; the bus driver's license must also be renewed every four (4) years.
  2. The Board will pay the full cost of the physical examination which is taken at the office of the Board-approved medical inspector. The Driver may elect to use a doctor of his/her own choice; however, in such a case, the Driver is responsible for any difference in cost between that physician and the fee charged by the school physician.
  3. The Board will pay the cost of the CDL part of the Driver's license.
  4. The Board of Education will pay for all required Driver fingerprinting after initial hire.
- D. No Driver shall be required to use his/her own vehicle for transportation business.
- E. Runs that become available will be posted where easily seen by drivers and a copy placed in each of the Driver's mail boxes.
- 
- F. A new Driver who is issued a contract on or before December 1 of the school year shall be given credit for a full year of service on the salary guide.
- G. In the event that an Employee hired after July 1, 1996, is married to an already employed driver, or subsequently becomes married to a Driver (whether that individual was employed before or after July 1, 1996), health insurance benefits shall be offered only to one (1) of the spouses, whomever was first covered by those benefits.
- H. Personal leave may be taken in full days or half days.
1. Absences of more than a half day will be charged as a full day of personal leave.
  2. Absences of less than a half day will result in wage deductions for each hour absent.
  3. If a Driver on a Kindergarten run misses 1/3 of a day, it will be charged as a half-day absence.

- I. No more than two (2) personal leave requests will be granted to the driver group on any one day.
- J. The Board shall provide one (1) lightweight jacket for each Driver over the life of this Agreement.

**ARTICLE VII  
EDUCATIONAL IMPROVEMENT**

- A. The Board shall reimburse employees for professional courses taken that relate to present or future assignments in the Transportation Department and that are approved in advance by the Superintendent. The conditions for payment shall be as follows:
  - 1. Payment shall be made on evidence of satisfactory completion of the course.
  - 2. Payment by the Board shall be for full tuition for approved courses.
  - 3. The maximum cost to the Board in any fiscal year shall not exceed \$2,000 cumulative for members of this unit.
- B. Employees may appeal to the Board for reimbursement on a case-by-case basis if costs exceed the maximum costs listed in Paragraph A above.

**ARTICLE VIII  
FAIR EMPLOYMENT PRACTICES**

- A. Any Driver whose contract is not renewed shall have the right to a statement of reasons upon request and may appear before the Board with representation. The decision of the Board shall not be grievable.
- B. The Board shall notify a Driver that his/her contract has not been renewed by May 30. Failure to notify by this time shall entitle the Driver to one (1) month's salary as severance pay in addition to his/her salary for working the rest of the school year.
- C. The Board retains the right to discipline or discharge a Driver during the term of his/her employment contract when in the judgment of the Board the Driver's performance, attendance, or attitude negatively affect his/her ability to perform his/her assigned tasks.
  - 1. No Employee shall be disciplined without just cause.
  - 2. Discipline may include but is not limited to oral and written reprimands, fines, increment withholdings, suspensions with or without pay, and mid-contract discharges, but shall not include the non-renewal of a non-tenured employee.
  - 3. Discipline shall be applied in a non-discriminatory fashion, and shall be subject to the Grievance procedure.
  - 4. The discipline to be imposed shall be determined on a case-by-case basis, and shall take into account the nature of the offense, the number of previous offenses for which discipline was imposed, the length of service of the employee, the general employment record of the employee, and any mitigating circumstances.

**Schedule A**

<b>Year 1</b>		<b>Year 2</b>		<b>Year 3</b>	
<b>2013-14 Drivers</b>		<b>2014-15 Drivers</b>		<b>2015-16 Drivers</b>	
<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
<b>1</b>	25.19	<b>1</b>	25.76	<b>1</b>	26.25
<b>2</b>	25.39	<b>2</b>	25.96	<b>2</b>	26.45
<b>3</b>	25.59	<b>3</b>	26.16	<b>3</b>	26.65
<b>4</b>	25.79	<b>4</b>	26.36	<b>4</b>	26.85
<b>5</b>	25.99	<b>5</b>	26.56	<b>5</b>	27.05
<b>6-7</b>	26.19	<b>6</b>	26.76	<b>6</b>	27.25
<b>8-9</b>	26.39	<b>7-8</b>	26.96	<b>7</b>	27.46
<b>10-11</b>	26.59	<b>9-10</b>	27.15	<b>8-9</b>	27.66
<b>12</b>	26.79	<b>11-12</b>	27.34	<b>10-11</b>	27.86
<b>13</b>	26.99	<b>13</b>	27.54	<b>12-13</b>	28.06
<b>14</b>	27.19	<b>14</b>	27.74	<b>14</b>	28.26
<b>OG</b>	27.72	<b>OG</b>	27.99	<b>OG=15</b>	28.46
	<b>Total</b>		<b>Total</b>		<b>Total</b>

OG – Applies to Drivers hired prior to September 1, 1996 only

**Note:** New employees will be granted a maximum of two (2) years of credit for out-of-district employment as a school bus driver and placed on Step Two (2).



## **SECTION 5- - - Custodians**

Contract provisions in Section 5 are applicable to personnel defined in Section 1, Article I paragraph A.2.c.

### **ARTICLE I SALARIES**

- A. The salaries of all Custodians covered by this Agreement are set forth in the Salary Guide, which is attached hereto and made a part hereof in Schedule A.
- B. Placement of new employees on the Salary Guide shall be determined by the Board.
- C. Resignation
  - 1. An employee who is resigning shall give thirty (30) days notice.
  - 2. If a resigning twelve (12) month employee provides such notice, he/she shall receive pay for earned vacation according to the proportion of full months worked to the total contract year. Employees failing to provide such notice forfeit any earned vacation pay.
- D. Termination
  - 1. An employee who is terminated shall receive thirty (30) days' notice of termination or thirty (30) days' pay in lieu of notice unless the termination is for cause, in which event no notice is required.

### **ARTICLE II WORKDAY**

- A. The workday for a full-time custodian shall consist of eight (8) hours, exclusive of a thirty-minute unpaid lunch break. The Board may create positions of less than eight (8) hours per day at its sole option. Employees who work six (6) hours or more per day but are less than full-time may take an unpaid lunch break at the discretion of the Principal. The hourly schedule of day and night custodians shall be established by the Principal.
- B. Breaks
  - 1. Full-time employees shall be entitled to two (15) fifteen-minute breaks during each eight-hour shift, to be scheduled by the Principal.
  - 2. Employees working between four hours and six hours per day shall be entitled to one (15) fifteen-minute break, to be scheduled by the Principal.
- C. When the schools are closed and offices are also closed, day Custodians will report at their regular times. Night Custodians will be notified by the Supervisor of when they should report for work. Custodians will be released on a school-by-school basis when it is determined by the Supervisor that sufficient clearing of snow, ice, etc. has occurred. Custodians will be granted compensatory time for

all hours worked on such days. The compensatory time will be scheduled to be used in consultation with the Supervisor, at the convenience of the School District. Every effort will be made to grant the time within one month of its being earned.

- D. If the weather is so severe that Custodians are not expected to come in, this message will be given to them when they are called by the Supervisor. If the Custodian decides that the weather is too severe to come in on a day when he/she is expected to work, he/she will be charged for a personal or vacation day, or his/her pay will be deducted if he/she has no personal or vacation days remaining.

### **ARTICLE III SICK LEAVE**

- A. All persons steadily employed by the Board on a twelve-month basis are permitted sick leave with full pay for twelve (12) days each year. All persons steadily employed by the Board on a ten-month basis are permitted sick leave with full pay for ten (10) days per year.
  - 1. Unused sick days are accumulative.
  - 2. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household.
  - 3. Application for payment of sick leave in excess of three (3) consecutive working days shall be supported by certification from an attending physician. A signed statement from the employee stating the nature of the illness and the reason why a medical certificate is not furnished may be accepted at the discretion of the Board.
  - 4. In case of frequent application for sick leave, the Board may, regardless of the number of sick days requested, require submission of a statement of a physician or submission to a physical examination by the school physician.
- B. First year employees shall have their sick leave entitlement prorated proportionate to the number of months remaining in the contract year at the time of their employment.
- C. Employees working under probationary contracts, as defined in Article VII, Paragraph B, shall be entitled to one sick day for each month of the probationary period, for a total of three sick days. No more than one day may be used per month. If the probationary employee is offered a contract for the balance of the school year, sick leave granted, or taken, during the probationary period shall be subsumed under the sick leave entitlement for the combined contract period.

### **ARTICLE IV ATTENDANCE INCENTIVE**

- A. Employees with no absences at the end of the year shall receive a payment of \$250.00 from the Board of Education. Vacation leave shall not count as absence for the purposes of this article.

### **ARTICLE V MISCELLANEOUS**

- A. The Association will meet with the Administration to discuss the distribution of custodial work on inclement weather days.
- B. Jury Duty – Custodians who are summoned by the court to appear for the purpose of jury duty shall be granted leave for the period of absence. Jury duty in police, county, or other courts established

under the laws of the State and deriving their authority therefrom is considered jury duty in a State court. Before Jury Duty leave is granted, an employee must submit a true copy of the official summons one (1) week prior to the beginning of such jury duty. Employees serving jury duty shall be reimbursed the difference between his/her salary and court pay for all school workdays of absence provided appropriate documentation is submitted.

- C. Effective July 1, 2008, custodial employees will be entitled to reimbursement for approved safety shoes for up to \$75 per year. Reimbursement will be made upon presentation of receipts. Employees shall be required to wear the safety shoes while on duty.

## **ARTICLE VI TRANSFERS AND ASSIGNMENTS**

### **A. Voluntary Transfers and Assignments**

1. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire at any time with the Superintendent. Such statement shall include the rank, position, and the school or schools to which s/he desires to be transferred, in order of preference.
2. Opportunity will be given to any employee to apply for and receive fair consideration for any position which becomes vacant, provided the employee meets the qualifications the District prescribes for the positions.

### **B. Involuntary Transfers and Assignments**

1. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the appropriate supervisor, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent or his designee shall meet with her/him. The employee may, at his/her option, have an Association representative present at such meeting.
2. Written notice of an involuntary transfer or reassignment shall be given to the employee at least ten (10) working days prior to transfer or reassignment.

## **ARTICLE VII EMPLOYEE RIGHTS AND PRIVILEGES**

- A. No Employee shall be reduced in compensation without just cause during the term of his/her employment contract.
- B. New hires shall be subject to a ninety (90) day probationary period. During this probationary period, the Employee can be terminated without recourse to the Grievance procedures, and shall be entitled only to the notice or pay in lieu of notice provisions of his individual employment contract, and to any earned vacation pay. During the probationary period, Employees will receive paid holiday leave on July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day. Any other holidays that occur during the probationary period shall be without pay. Probationary Employees shall be enrolled in the District's health insurance plan on the first day of the third full month of employment. Probationary employees shall be entitled to temporary leaves of absence only at the discretion of the Business Administrator under Articles XI of Section One.

**ARTICLE VIII  
WORK YEAR**

- A. The work year for all twelve- (12-) month Employees (who are generally, but not always, full-time) shall be July 1 through June 30.
- B. The work year for all ten- (10-) month Employees (who are generally, but not always, part-time) shall be September 1 through June 30 and shall coincide with the student calendar.

**ARTICLE IX  
FACILITIES**

The Board agrees to provide lockers for all Custodians for storage of personal possessions.

**ARTICLE X  
VACATIONS AND HOLIDAYS**

- A. Vacations
  - 1. All twelve-month employees are entitled to paid vacation days according to the following schedule:
    - a. Two (2) weeks after one full year of service, one week of which may be taken in the second six months of service.
    - b. Three (3) weeks after seven years of service.
    - c. Four (4) weeks after fifteen years of service.
  - 2. Employees hired subsequent to July 1 will be granted vacation after the following July 1 according to the following schedule:

<u>Month of Hire</u>	<u>Vacation Days</u>
May, June	0
April	1
March	2
February	3
January	4
December	5
November	6
October	7
September	8
August	9
July	10

Five days of this pro-rated schedule may be taken during the second six months of service.

- 3. One-half of the vacation entitlement must be taken during the summer months. The remaining weeks may be taken at the discretion of the Supervisor. Scheduling of vacation time will be administered on a seniority basis, and the Supervisor will schedule vacations in such a manner that they will have a minimum impact on the District.

4. Volunteer Reserve duty in the Armed Forces should be scheduled during the months of July or August, if possible.

5. Vacation time shall not be accumulative.

B. Holidays

1. All twelve-month employees shall receive fourteen (14) paid holidays annually according to a schedule adopted by the Board. The Board may stagger the holidays during the winter break so that all school buildings are open each day. The buildings shall not be open on Christmas Day, New Year's Day, or weekends (except for holiday or weekend pay).

**ARTICLE XI  
OVERTIME**

A. An Employee shall be compensated for all hours authorized and worked in excess of forty (40) hours per week at the overtime rate of one-and-one-half times the Employee's regular hourly rate, with the following exceptions:

1. An Employee who works on a Sunday (when in excess of 40 hours per week) shall be paid at a rate equal to two times the regular hourly rate.

2. An Employee who works on a holiday shall be paid at a rate equal to two times the regular hourly rate. This double time pay shall be construed as one additional hour's pay for each additional hour worked, as the regular pay for the holiday is already included in the Employee's base contracted salary.

B. Compensatory time off may be taken in lieu of overtime payment by prior mutual agreement between the Employee and the Supervisor. Compensatory time off must be taken as soon as reasonably practicable after it is earned and in any event shall be taken no later than sixty days after it is earned unless circumstances in the District make it impossible to release the Employee without causing the District substantial hardship.

C. Overtime shall be assigned by the Supervisor on a rotating basis, with the very first overtime opportunity under this contract being offered to the most senior Custodian in the building. The Supervisor may deviate from the rotation system if an Employee with a Black Seal boiler license is needed at the building where the overtime is being offered. If no one in the building desires the overtime work, the Supervisor may utilize an Employee from another building without regard to seniority or rotation.

**ARTICLE XII  
EMPLOYEE EVALUATION**

A. Each Employee shall have an opportunity to confer with his/her immediate Supervisor for the purpose of identifying the employee's strengths and weaknesses and discussing ways and means to improve overall performance. These conferences shall include written evaluation reports and shall be scheduled by the Supervisor at least once in every contract year.

B. Evaluation reports shall be prepared on the following basis:

1. Experienced employee (more than one full year of service) – one (1) evaluation not later than May 15.

2. Probationary employee – two (2) evaluations within ten (10) months of the date upon which the employee began work.
  3. If an Employee is evaluated as unsatisfactory, s/he shall receive three (3) evaluations the following year.
- C. The evaluation and the response shall be forwarded to the Superintendent or his/her designee for review and shall be filed in the central personnel file.
  - D. The Board shall not establish any separate personnel file which is not available for the employee's inspection.

**Schedule A**

<b>Year 1 2013-14</b>			<b>Year 2 2014-15</b>			<b>Year 3 2015-16</b>		
<b>Custodian</b>			<b>Custodian</b>			<b>Custodian</b>		
<b>Step</b>	<b>Salary</b>	<b>Staff</b>	<b>Step</b>	<b>Salary</b>	<b>Staff</b>	<b>Step</b>	<b>Salary</b>	<b>Staff</b>
1	16.34	33,987.20	1	16.52	34,361.60	1	16.72	34,777.60
2	16.59	34,507.20	2	16.77	34,881.60	2	16.97	35,297.60
3	16.84	35,027.20	3	17.02	35,401.60	3	17.22	35,817.60
4-5	17.09	35,547.20	4	17.27	35,921.60	4	17.47	36,337.60
6-7	17.34	36,067.20	5-6	17.52	36,441.60	5	17.72	36,857.60
8-9	17.68	36,774.40	7-8	17.77	36,961.60	6-7	17.97	37,377.60
10-11	18.04	37,523.20	9-10	18.11	37,668.80	8-9	18.22	37,897.60
12	18.40	38,272.00	11-12	18.45	38,376.00	10-11	18.52	38,521.60
13	18.76	39,020.80	13	18.79	39,083.20	12-13	18.84	39,187.20
14	19.12	39,769.60	14	19.13	39,790.40	14	19.16	39,852.80
15	19.48	40,518.40	15	19.48	40,518.40	15	19.48	40,518.40
16	19.77	41,121.60	16	19.77	41,121.60	16	19.77	41,121.60

**Stipend for Black Seal Requirement to Work in Buildings with Boilers**

<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
\$675.00	\$675.00	\$675.00

## SECTION 6 --- LIBRARY/MEDIA ASSISTANTS

Contract provisions in Section 6 are applicable to personnel defined in Section 1, Article I paragraph A.2.d.

### ARTICLE I SALARIES

#### A. General Issues

1. The salaries of all employees covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof.
2. Placement of new employees on the salary guide shall be determined by the Board of Education.

### ARTICLE II WORKDAY AND WORK YEAR

1. The workday shall consist of eight (8) hours per day, including a one-half hour unpaid lunch, for a total paid workday of seven-and-one-half (7.5) hours.
2. The work year shall consist of one hundred ninety (190) days per year between September 1 and June 30. (Optional) Between July 1-August 30 up to an additional 60 hours may be scheduled with the approval of Principals.
3. The Board agrees to provide one (1) fifteen minute break each school day.

### ARTICLE III SICK LEAVE

Full-time Library/Media Assistants shall be entitled to eleven (11) sick days per year.

### ARTICLE IV EDUCATIONAL IMPROVEMENT

The Board shall reimburse employees for credits or courses taken that are approved by the Superintendent.

---

#### A. The conditions for payment shall be as follows:

1. Payment shall be made on evidence of satisfactory completion of the course.
2. Payment by the Board shall be for full tuition for approved courses.
3. The rate of payment for credited courses shall not exceed the New Jersey State College rate.
4. The maximum cost to the Board in any fiscal year shall not exceed \$3,500.00 cumulative for members of this unit and the Instructional Aides unit.

#### B. Employees may appeal to the Board for reimbursement on a case-by-case basis if costs exceed the maximum costs listed in Paragraph A, Item 4 above.



**Schedule A**

<b>Year 1 2013-14</b>			<b>Year 2 2014-15</b>			<b>Year 3 2015-16</b>		
<b>M/A</b>			<b>M/A</b>			<b>M/A</b>		
<b>Step</b>	<b>Hourly</b>	<b>Yearly</b>	<b>Step</b>	<b>Hourly</b>	<b>Yearly</b>	<b>Step</b>	<b>Hourly</b>	<b>Yearly</b>
<b>1</b>	14.08	20,064.00	<b>1</b>	14.19	20,220.75	<b>1</b>	14.40	20,520.00
<b>2</b>	14.28	20,349.00	<b>2</b>	14.39	20,505.75	<b>2</b>	14.60	20,805.00
<b>3</b>	14.48	20,634.00	<b>3</b>	14.59	20,790.75	<b>3</b>	14.80	21,090.00
<b>4-5</b>	14.72	20,976.00	<b>4</b>	14.84	21,147.00	<b>4</b>	15.00	21,375.00
<b>6</b>	14.97	21,332.25	<b>5-6</b>	15.09	21,503.25	<b>5</b>	15.24	21,717.00
<b>7</b>	15.22	21,688.50	<b>7</b>	15.34	21,859.50	<b>6-7</b>	15.48	22,059.00
<b>8-9</b>	15.73	22,415.25	<b>8</b>	15.86	22,600.50	<b>8</b>	16.00	22,800.00
<b>10-11</b>	16.25	23,156.25	<b>9-10</b>	16.38	23,341.50	<b>9</b>	16.52	23,541.00
<b>12</b>	16.78	23,911.50	<b>11-12</b>	16.91	24,096.75	<b>10-11</b>	17.05	24,296.25
<b>13</b>	17.32	24,681.00	<b>13</b>	17.45	24,866.25	<b>12</b>	17.59	25,065.75
<b>OG</b>	24.18	34,449.38	<b>OG</b>	24.24	34,542.00	<b>OG</b>	24.31	34,641.75

OG – Applies to Employees hired prior to September 1, 1996

## SECTION 7 --- INSTRUCTIONAL AIDES

Contract provisions in Section 6 are applicable to personnel defined in Section 1, Article I paragraph A.2.e.

### ARTICLE I SALARIES

#### A. General Issues

1. The salaries of all employees covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof.
2. Placement on the salary guide of new employees shall be determined by the Board of Education.

### ARTICLE II WORKDAY AND WORK YEAR

1. The workday shall consist of seven (7) hours per day, including a one-half hour unpaid lunch, for a total paid workday of six-and-one-half (6.5) hours.
2. The work year shall consist of one hundred eighty-one (181) days per year between September 1 and June 30 which includes all student school days and the day before school starts. Additional days may be offered on a voluntary basis during July and August.
3. The Board agrees to provide one (1) fifteen minute break each school day.

### ARTICLE III SICK LEAVE

Full-time Instructional Aides shall be entitled to eleven (11) sick days per year.

### ARTICLE IV EDUCATIONAL IMPROVEMENT

The Board shall reimburse employees for credits or courses taken that are approved by the Superintendent.

---

#### A. The conditions for payment shall be as follows:

5. Payment shall be made on evidence of satisfactory completion of the course.
6. Payment by the Board shall be for full tuition for approved courses.
7. The rate of payment for credited courses shall not exceed the New Jersey State College rate.
8. The maximum cost to the Board in any fiscal year shall not exceed \$3,500.00 cumulative for members of this unit and the Library/Media Assistants unit.

#### B. Employees may appeal to the Board for reimbursement on a case-by-case basis if costs exceed the maximum costs listed in Paragraph A, Item 4 above.

**Schedule A**

<b>Year 1 2013-14</b>			<b>Year 2 2014-15</b>			<b>Year 3 2015-16</b>		
<b>I/A</b>			<b>I/A</b>			<b>I/A</b>		
<b>Step</b>	<b>Hourly</b>	<b>Yearly</b>	<b>Step</b>	<b>Hourly</b>	<b>Yearly</b>	<b>Step</b>	<b>Hourly</b>	<b>Yearly</b>
1	14.08	16,565.12	1	14.19	16,694.54	1	14.40	16,941.60
2	14.28	16,800.42	2	14.39	16,929.84	2	14.60	17,176.90
3	14.48	17,035.72	3	14.59	17,165.14	3	14.80	17,412.20
4-5	14.72	17,318.08	4	14.84	17,459.26	4	15.00	17,647.50
6	14.97	17,612.21	5-6	15.09	17,753.39	5	15.24	17,929.86
7	15.22	17,906.33	7	15.34	18,047.51	6-7	15.48	18,212.22
8-9	15.73	18,506.35	8	15.86	18,659.29	8	16.00	18,824.00
10-11	16.25	19,118.13	9-10	16.38	19,271.07	9	16.52	19,435.78
12	16.78	19,741.67	11-12	16.91	19,894.62	10-11	17.05	20,059.33
13	17.32	20,376.98	13	17.45	20,529.93	12	17.59	20,694.64

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed by their respective Presidents and authorized Representatives, all on the day and year noted below.

BRANCHBURG TOWNSHIP EDUCATION ASSOCIATION

By: \_\_\_\_\_ L.S.  
President/Date

BRANCHBURG TOWNSHIP BOARD OF EDUCATION

By: \_\_\_\_\_ L.S.  
President/Date

\_\_\_\_\_ L.S.  
Board Secretary/Date