

ARTICLE I--RECOGNITION

A. The Board hereby recognizes the Barnegat Federation of Teachers, Local 3751, NJSFT, AFT, AFL-CIO, as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

1. Certificated Personnel
2. Custodial and Maintenance Personnel
3. Food Service Personnel
4. Secretaries and Clerical Employees
5. Instructional Aides, Library Technicians, and Playground Instructors Aides
6. Regular Substitute Teachers, Transfers, and Regular Substitute Teachers
7. Regular Substitute Teachers
8. Supervisors
9. Managerial Executives
10. Confidential Employees
11. Assistant Board Secretary
12. Head Payroll Bookkeeper
13. Payroll Clerical Bookkeeper
14. Secretary/Clerical Bookkeeper
15. Secretary to the Superintendent
16. Assistant to the Secretary to the Superintendent
17. Secretary to the Assistant Superintendent
18. Assistant to the Secretary to the Assistant Superintendent
19. Transportation Secretary
20. Warehouse Secretary
21. Casual Per Diem Substitute Employees
22. All other employees not listed above as included.

INSTITUTIONAL AGREEMENT  
 RUTGERS UNIVERSITY

Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all members of the bargaining unit as defined above.

B. Unless otherwise indicated, when used hereinafter in this Agreement:

1. The term "teachers" shall refer to all certificated employees represented by the Federation in the negotiating unit as above defined;
2. The term "custodians" shall refer to all custodial and maintenance personnel represented by the Federation in the negotiating unit as above defined;
3. The term "office personnel" shall refer to all secretaries and clerical employees represented by the Federation in the negotiating unit as above defined;

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4. The term "cafeteria workers" shall refer to all food service personnel represented by the Federation in the negotiating unit as above defined;
5. The term "aides" shall refer to all instructional aides, library technicians, and playground/cafeteria aides represented by the Federation in the negotiating unit as above defined;
6. The term "drivers" shall refer to all bus drivers, van and wagon drivers, transportation aides, and regular substitute drivers represented by the Federation in the negotiating unit as above defined;
7. The term "employees" shall refer to all members of the bargaining unit as above defined;
8. The masculine shall include the feminine, and the singular shall include the plural.

#### ARTICLE II--GRIEVANCE PROCEDURE

##### A. Definitions

1. A "grievance" is a claim by an employee or the Federation based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting terms and conditions of employment of an employee or a group of employees.
2. An "aggrieved person" is the person or persons or the Federation making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Working days" when used hereafter shall mean the working days of the grievant when it refer to filing the grievance and appealing a decision to a higher step, and the working days of the administrator when it refers to a response by the administrator to the grievant.

- B. 1. The Board and the Federation agree to process all grievances in good faith and to expedite claims at the lowest possible level.
2. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting members of the bargaining unit. Both parties agree that these proceedings will be kept as confidential as may be appropriate to any level of the procedure.

3. Any grievance filed under this Article shall be initiated at Step 1 within thirty (30) calendar days of the date of its occurrence. Grievances filed after the expiration of thirty (30) calendar days shall be deemed untimely.

### C. Procedures

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure in the period of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to the parties' interests, the time limits set forth herein shall be relaxed so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

### 1. Step One: Principal or Immediate Supervisor

#### 1. Informal Step

An employee with a grievance shall first discuss it with his principal or immediate supervisor, either directly or through the Federation's designated representative, with the objective of resolving the matter informally. A response to the grievance will be provided within two (2) working days.

#### 2. Formal Step

If the grievant is dissatisfied with the response at the informal level, he and/or his designated Federation representative shall within ten (10) working days present the grievance in writing to the immediate supervisor. The written grievance shall contain:

- a. The nature of the grievance and the person, persons, or Federation filing the grievance.
- b. The approximate date on which the alleged violation occurred.
- c. A description of the grievance, listing the specific provisions of this contract that are allegedly violated.
- d. The grievant's dissatisfaction with the decisions previously rendered.
- e. The specific redress requested.

The principal or immediate supervisor shall make a decision and communicate the decision in writing within five (5) working days from the date he initially received the written grievance.

E. Level Two: Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) working days, he may file the grievance in writing with the Federation within ten (10) working days, and within ten (10) working days after receiving the written grievance, the Federation may refer it to the Superintendent of Schools.

F. Level Three: Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) working days, he may file the grievance in writing with the Federation within five (5) working days, and within ten (10) working days after receiving the written grievance, the Federation may refer it to the Board of Education.

G. Level Four: Arbitration

1. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Board of Education, he may, within five (5) working days after a decision by the Board of Education or fifteen (15) working days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Federation submit the grievance to arbitration. If the Federation determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person.
2. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Federation shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
3. The arbitrator so selected shall confer with the representatives of the Board and the Federation and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the

final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The arbitrator can add nothing to nor subtract anything from this Agreement between the parties. The decision of the arbitrator shall be submitted to the Board and the Federation and shall be final and binding on the parties.

1. The costs for the services of the arbitrator, including per diem expenses, if any, and other and necessary costs, including expenses and the cost of the hearing room shall be borne equally by the Board and the Federation.

#### II. Grievance Procedure

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Federation. When an employee is not represented by the Federation, the Federation shall have the right to be present and to state its case at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration or by the Federation or any of its officers or representatives against any party in interest, any representative or member of the Federation, or any other employee by reason of his participation or nonparticipation in the grievance procedure.

#### I. Miscellaneous

##### 1. Group Grievance

If, in the judgment of the Federation, a grievance affects a group or class of employees, the Federation may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two when the administrator handling grievances at Level One of this procedure does not have the authority to resolve the grievance. The Federation may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. If, in the judgment of the Federation, a grievance arises out of an action taken by the Board or an administrator above the level of the immediate supervisor, the Federation may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two when the administrator handling grievances at Level One of

this procedure does not have the authority to resolve the grievance. The Federation may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

### 3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. The Federation and the employee have the right to inspect this grievance file.

### 4. Meetings and Hearings

All meetings and hearings under this procedure shall be held in a room designated by the parties. Each party in the proceedings shall designate a selected representative, who shall be present at all meetings and hearings.

### 5. Federation Presence

The Federation shall have the right to be present at all formal grievance levels even if the grievance was not filed through the Federation.

### 6. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step. Failure to raise a grievance within the time limits herein shall be deemed to be an abandonment of the grievance.

### 7. The time limits set forth herein may be extended in writing by mutual agreement of the parties.

## ARTICLE III--NEGOTIATION OF SUCCESSOR AGREEMENT

- A. 1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin no later than the PERC designated date of the calendar year in which this Agreement expires.
2. Any Agreement so negotiated shall apply to all members of the bargaining unit. It is understood that any Agreement so negotiated is subject to ratification or rejection by a majority vote of the Board of Education and the Federation. The contract shall be reduced to writing, and when ratified by the Board of Education and the Federation, shall be signed by the Board and the Federation.

- B. Any proposed changes in rules, regulations, and/or policies affecting working conditions must be negotiated between the Board and the Federation in accordance with Chapter 303, as modified by Chapter 123, Public Laws 1974.

#### ARTICLE IV--EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, amended by Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Federation and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection. As a duly selected body exercising governmental powers under the laws of the State of New Jersey, the Board does not and agrees that it shall not directly or indirectly discriminate or deprive or deprive any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the other nations of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Federation and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey school laws or other applicable laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined without just cause. The Board retains the right to discipline or discharge an employee during the term of his employment contract. Discipline may include but is not limited to oral and written reprimands, increment withholdings, suspensions without pay, and mid-contract discharges, but shall not include the non-renewal of a non-tenured employee. Discipline shall be applied in a non-discriminatory fashion, and shall be subject to the grievance procedure. 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, the length of service of the employee, the general employment record of the employee, and any mitigating circumstances.
- D. 1. Whenever any employee is required to appear before a supervisor or principal or his designee concerning any matter which could adversely affect the continuation of that employee in his office, position or employment, or the salary or any increments pertaining thereto, he shall be entitled to have a representative of the Federation present to advise him and represent him during such meeting or interview. This entitlement does not apply to evaluation conferences.

2. Whenever any employee is required to appear before the Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given 48 hours prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Federation present to advise him and to represent him during such meeting or interview.
3. In the event that an employee is suspended, the status of his pay shall be determined by the outcome of a hearing or interview. The hearing or interview must be held within fifteen (15) days from the date of suspension. If the hearing or interview with mutual consent is not held within fifteen (15) days, the employee's pay will be reinstated until final determination. If the determination of such meeting or interview is favorable to the employee, he shall be reinstated to his position and shall be paid retroactively for the term of the suspension.
- E. Any question or criticism by an employee of a supervisor or administrator shall be made in confidence and not in the presence of students, parents, or other public gatherings. Any question or criticism by a supervisor or administrator of an employee regarding his performance shall be made in confidence to the employee.
- F. No employee shall be prevented from wearing pins or other identification of membership in the Federation or its affiliates.
- G. The employee shall be protected from "on the spur of the moment" confrontations by parents, Board members, person or persons, or organizations. An appointment must be made with the employee at a mutually convenient time.
- H. There shall be no discrimination as to the hiring of husband, wife, or other relatives in the same building or within the school district.

#### ARTICLE V--FEDERATION RIGHTS AND PRIVILEGES

- A. The rights and privileges of the Federation and its representatives as set forth in this Agreement shall be granted exclusively to the Federation.
- B. The Board agrees to furnish to the Federation in response to requests all available public information concerning the educational program and the financial resources of the district, including but not limited to: class size, number of specialists, annual financial reports and audits, agendas and minutes of all Board meetings, census data, individual and group health insurance



premiums and experience figures, and the names and home addresses of all employees in the bargaining unit. Names, addresses, and job titles of newly hired employees shall be provided to the Federation.

- C. The Federation and its representatives shall have the right to use school buildings between the hours of 7:00 A.M. and 11:00 P.M. excluding holidays for meetings as long as it does not interfere with normal school operations. A Federation request to use a school building for a meeting shall be made in writing at least 72 hours in advance except in emergencies and be submitted to the building principal for approval. The Administration Building is not available for Federation meetings.
- D. The Federation shall have the right to use district facilities and equipment, including typewriters, mimeographing machines, other office equipment, and all types of audio-visual equipment, as long as such use does not interfere with normal school operations. The Federation shall pay for the reasonable cost of all materials and supplies not available to such use.
- E. The Federation shall have, in each work site, the use of bulletin boards and break hours in the faculty lounge and other work areas. If denied, the Federation shall have the right to an appeal before the Board of Education. The Federation shall also have the right to use the district's inter-school mail.
- F. Whenever any representative of the Federation or any employee is required by the Board of Education to participate during working hours in negotiations, grievance proceedings, conferences, or meetings in connection with the Barnegat Township School system, he shall suffer no loss in pay.
- G. Released Time for Federation Officials
1. The Board shall grant five (5) days leave without pay to the President of the Federation or his designee, and there shall be two (2) days leave with pay granted, for purposes of administering the contract or attending to other union business within the district.
  2. The Federation President shall not be prevented from visiting work sites, providing notification is first given to the building administrator, and that such visits shall not interrupt normal work operations.
  3. One (1) member of the bargaining unit may be granted a leave of absence without pay for one (1) year to work for the local or state American Federation of Teachers. This may be extended at the option of the Board.
- H. The Federation shall have the right to place vending machines in employee lounge areas. The number of such machines per building shall be no greater than the number of machines per building in the 1987-88 school year.

## ARTICLE VI--MANAGEMENT RIGHTS

- A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.
- B. Nothing contained herein shall be considered to deny or restrict the Board in the exercise of its rights, responsibilities, and authority under the New Jersey school laws or any other national, state, county, district or local laws or regulations as they pertain to education.

### TEACHERS' WORKING HOURS, TEACHING LOAD AND TEACHER WORKING CONDITIONS

- A. As professionals, teachers are expected to devote to their assignments as time necessary to meet their responsibilities, but they shall not be required to "clock in" and "clock out" by hour and minutes. Teachers shall indicate their presence for duty by placing their signatures on the faculty "sign-in" roster.
- B. The total in-school workday shall consist of no more than seven (7) hours which shall include an uninterrupted duty-free lunch period as guaranteed to teachers under Section E of this Article. In any split-session situation, Section M of this Article will apply.
- C. Teachers shall be required to report not less than ten (10) minutes before the opening of their pupils' school day and shall be required to stay not less than ten (10) minutes after the close of their pupils' school day. No teacher in grades 6 through 8 shall be involuntarily assigned to more than four (4) consecutive teaching periods. The workday for all teachers shall end at the close of the pupils' day on Fridays or on days preceding holidays or vacations. In the case of a contracted night meeting, teachers may leave at the close of the pupils' day.
- D. Every teacher shall plan and teach course content in the manner he considers most practical and useful. Every teacher shall prepare a lesson plan book that is practical and useful, complements the course content, and is consistent with District guidelines. Teachers shall submit their lesson plan book for review to the principal when notification is given. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed, according to procedures developed by the principal and the teachers.
- E. Teachers in grades K through 5 shall have an uninterrupted duty-free lunch period of fifty-five (55) minutes, four (4) days per week and a thirty (30) minute lunch period one (1) day per week.

Every effort shall be made to avoid scheduling the thirty (30) minute lunch period on the same day that the teacher does not receive a preparation period under paragraph N below. Teachers who provide cafeteria or playground supervision more than once per week, thereby receiving fewer than four (4) fifty-five (55) minute lunch periods that week, shall be paid for the lost amount of time on a pro-rated basis at the rate of \$20.00 per hour. Volunteers will be requested first, with the cooperation and assistance of the Federation. Teachers in grades 6 through 8 shall have an uninterrupted duty-free lunch period of not less than forty (40) minutes per day.

- F. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period.
- G. Teachers may be required to remain after the end of the regular workday without additional compensation, for the purpose of attending faculty in-service, or grade level meetings two (2) days each month. Such meetings shall begin no later than five (5) minutes after the student dismissal time and shall run for no more than thirty (30) minutes. If one of these meetings is not scheduled during any month, it may be scheduled at any time in the same school year, separately or in tandem with another faculty meeting period conducted by the administration.
- H. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or any other day upon which teacher attendance is not required at school.
- I. The notice of any agenda for any meeting shall be given to the teachers involved at least two (2) school days prior to the meetings. Teachers shall have the opportunity to suggest items for the agenda. The Federation shall have the right to place items on the agenda; discussion of Federation items shall take place after the original agenda is completed.
- J. Teachers may be required to attend not more than two (2) evening assignments or meetings each school year without additional compensation. However, the two (2) evening assignments shall not be scheduled on holidays or on days preceding holidays or vacations.
- K.
  - 1. During days on which Parent-Teacher Conferences are scheduled by the Superintendent of Schools, teachers shall be required to teach only a half-day session.
  - 2. There shall be no more than two (2) evenings of Parent-Teacher Conferences for any teacher during the school year unless the teacher schedules some.
  - 3. When evening parent conferences are scheduled, teachers will be required to teach only a half-day session, and afternoon conferences and evening conferences will not occur on the same day unless the teacher schedules such.

4. No teacher can be scheduled for a parent conference during lunch time, preparation time, or after 3:25 p.m. without the teacher's consent. One consecutive week between September and December shall be scheduled for Parent-Teacher Conferences.
  5. These conferences shall begin no earlier than one (1) hour after the students' dismissal time and shall run no later than the end of the teachers' work day. The building principal shall inform the parents of the scheduled time for such conferences. The teacher may leave the building following the last scheduled conference. This provision shall not apply under split sessions.
- L. Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them and consistent with Board policies and procedures. For participation in field trips which extend beyond the teacher's regular work day, monetary compensation shall be granted at the rate of \$20.00 per hour.
- M. Any proposed change in the length of the school day shall be negotiated with the Federation and incorporated in this Agreement.
1. In any double-session situation, the regular classroom teachers shall arrive twenty-five (25) minutes before the start of the session, and at the end of the school day teachers will escort the students to the buses; commencing with the bus departure, teachers may depart. The present practice, in effect by the Board of Education as of October 25, 1979, will prevail for teachers reporting to school, i.e., thirty-five (35) minutes for duty personnel.
  2. The classroom day for teachers shall be four (4) hours fifteen (15) minutes.
  3. Parent-Teacher Conferences in a split-session situation shall be held within the normal teaching session.
  4. All teachers shall have at least one hundred and twenty (120) minutes per week prep time in a split-session situation.
- N. 1. Each teacher shall have at least two hundred (200) minutes prep time per week in full session.
2. Specialized instruction such as art, music, physical education/health and teacher library periods shall be utilized as prep time. *Computer Literacy*
- O. Teachers shall receive monetary compensation of \$20.00 per hour for extracurricular activities such as art, music, curriculum council, homebound instruction, physical education and additional programs approved by the Board.
- P. The total in-school work year shall consist of not more than one hundred eighty-five (185) work days.

- Q. Each teacher shall have the right and the responsibility to determine grades and other evaluations of pupils based upon the professional judgment of the teacher. In the event that a dispute arises regarding the validity of a grade, the teacher shall justify any grade in question. This right shall not contravene any legal rights of the Board or its agents, including the Board's right to determine the final grade.
- R. Any question or criticism by a supervisor or administrator of a teacher and his instructional methodology shall be made in confidence to the teacher.
- S. Each teacher shall be entitled to up to two (2) days per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature, more if approved by the principal. An optional written report may be submitted by the teacher.
- T. When, in the judgment of a teacher, a student requires the attention of the principal, a counselor, psychologist, physician, or other specialist, the teacher shall so inform his principal. The principal shall arrange as soon as possible for a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- U. When, in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him to the principal with a memo to follow, and said student may not be returned to the classroom until the problem has been resolved between the teacher and the principal.

#### ARTICLE VIII--SECRETARIAL WORKING CONDITIONS, HOURS, HOLIDAYS, VACATIONS, AND OVERTIME

- A. Office personnel shall be required to work seven and one-half (7-1/2) hours per day, thirty-seven and one-half (37-1/2) hours per week, inclusive of one (1) hour for lunch daily and two (2) breaks not to exceed fifteen (15) minutes in length, one in the morning and one in the afternoon.
- B. Summer working hours shall begin the first full working day after the official close of school for pupils and end with Labor Day. Summer working hours shall be five and one-half (5-1/2) hours per day, twenty-seven and one-half (27-1/2) hours per week, exclusive of lunch hour and break time. Therefore, summer hours will be 7:00 a.m. to 12:30 p.m.
- C. Office personnel will be off during Easter Vacation and Christmas Vacation, but may be requested to work at the discretion of the Building Principal, and shall be paid for such work at one and one-half (1-1/2) times the individual's hourly rate.

- D. Office personnel will be off on all days that school is closed for inclement weather. Employees may be requested to work at the discretion of the Building Principal, and shall be paid for such work at the rate of one and one-half (1-1/2) times the individual's hourly rate.
- E. Office personnel shall not be required to work on days when school is not in session during the school year according to the adopted School Calendar, excluding all professional days. In addition, office personnel shall have July 4th and Labor Day as holidays. If July 4th falls on Saturday it will be observed on Friday, and if it falls on Sunday it will be observed on Monday.
- F. Secretaries may leave upon teachers' leave or half-days.
- G. Office personnel shall work on a schedule according to the following schedule:

|                                |                 |
|--------------------------------|-----------------|
| 10 months through 1 years..... | 17 working days |
| 1 years through 2 years.....   | 18 working days |
| 2 years through 3 years.....   | 19 working days |
| 3 years through 4 years.....   | 20 working days |
| 4 years through 5 years.....   | 21 working days |
| 5 years through 6 years.....   | 22 working days |
| 6 years through 7 years.....   | 23 working days |
| 7 years through 8 years.....   | 24 working days |
| 8 years through 9 years.....   | 25 working days |
| 9 years through 10 years.....  | 26 working days |
| 10 years through 11 years..... | 27 working days |
| 11 years through 12 years..... | 28 working days |
| 12 years and above.....        | 29 working days |

H /

Up to one year's vacation time may be carried over into the following year. Employees leaving the district shall be compensated for all unused vacation time. Holidays occurring during an employee's vacation time shall not be charged as vacation time.

I X.

Secretaries who are required to work in a building alone may contact the Superintendent and request that they be permitted to work at another location, which request shall not be unreasonably denied.

ARTICLE IX--CUSTODIAL/MAINTENANCE WORKING CONDITIONS,  
HOURS, HOLIDAYS, VACATIONS, AND OVERTIME

- A. The work week shall consist of five (5) days, from Monday to Friday.
- B. The work day shall consist of eight (8) consecutive hours, including a duty-free lunch period of one-half (1/2) hour. An employee may leave the building during the lunch period.
- C. Employees shall be entitled to a fifteen (15) minute rest period between starting time and meal time and a fifteen (15) minute rest period between meal time and regular quitting time; and shall be entitled to an additional fifteen (15) minute rest period at the end of each two (2) hour and forty-five (45) minute segment of overtime.

- D. Overtime shall be paid at the rate of time and one-half for all hours worked in excess of such eight (8) hour shift, or seven and one-half (7-1/2) working hours, or thirty-seven and one-half (37-1/2) working hours per week. Wherever possible, prior notice of overtime shall be provided.
- E. Any employee required to work on a Sunday shall receive overtime pay at the rate of double time for all such hours worked. Any employee required to work on a holiday shall receive a full day's pay for the holiday, plus regular pay for all hours actually worked. Wherever possible, prior notice of such overtime shall be provided.
- F. Any employee called in to work before his regular shift or after his regular shift shall be paid at the applicable overtime rates. If the employee is not immediately before or after the regular shift, the employee shall be guaranteed at least two (2) hours pay at the applicable overtime rates.
- G. Any employee called in to work for the purpose of snow removal shall work until the supervisor determines that the snow removal has been completed.
- H. Except in emergencies, employees shall receive one (1) week prior notification of any special activities in the building during their scheduled shift and during overtime periods.
- I. Employees shall inform their supervisor if they believe that an outside group utilizing school buildings after school hours has not complied with Board Policy regarding the appropriate number of supervisors for the children affected. Custodians shall not be required to supervise children.
- J. Employees shall be entitled to paid vacation of two (2) weeks after one year of service. Employees working five (5) years or more shall be entitled to three (3) weeks paid vacation. Starting at the eleventh year, employees will receive one day of vacation for each year up to a maximum of twenty (20) days.
- K. Up to one year's vacation time may be carried over into the following year. Employees leaving the district shall be compensated for all unused vacation time. Holidays occurring during an employee's vacation time shall not be charged as vacation time. Where a conflict of vacation schedule occurs, the most senior employee shall have preference for vacation schedules. The Board shall give each employee a statement of accumulated vacation leave no later than September 15 of each year.
- L. In addition to the Fourth of July and Labor Day, the holidays shall be the same days as adopted in the School Calendar, with the exception of the Christmas and Easter break periods. If July 4th falls on a Saturday it will be observed on Friday, and if it falls on Sunday it will be observed on Monday.

- M. The Board shall provide each employee with three (3) uniforms during each year of employment. The care, maintenance and cleaning of such uniforms shall be the responsibility of the employee.
- N. The Board shall supply the employees for work in inclement weather foul weather gear which shall include rainwear, boots or rubbers, head coverings, and gloves.
- O. The Board shall provide one (1) pair of safety shoes per year to each employee.
- P. Seniority plus the ability to do the available work shall be the factors in making a promotional position.

ARTICLE 11--CAFETERIA WORKERS WORKING CONDITIONS,  
HOURS, HOLIDAYS, AND OVERTIME

- A. The work week shall consist of five (5) days, from Monday to Friday.
- B. The number of working hours per day in effect in September, 1977 shall not be reduced for those cafeteria workers employed prior to the effective date of this contract.
- C. Employees working four (4) hours or more shall have a paid, duty-free lunch period of twenty (20) minutes, which shall be scheduled by the immediate supervisor.
- D. Employees working five (5) hours or more shall be entitled to a paid ten (10) minute break in addition to their duty-free lunch period.
- E. Overtime shall be paid for all hours worked in excess of an employee's regularly scheduled shift. Such pay shall be at the rate of straight time up to forty (40) hours a week and time and one-half thereafter. Wherever possible, prior notice of overtime shall be provided.
- F. Any employee required to work on a Sunday shall receive pay at the rate of double time for all such hours worked. Wherever possible, prior notice of overtime shall be provided.
- G. All employees shall be paid for one hundred seventy-five (175) days per year including three (3) paid holidays. If employees actually work less than one hundred seventy-two (172) days, they may be called in to work. If employees work in excess of one hundred seventy-two (172) days, they shall receive additional pay for such days worked on a per diem basis.
- H. Fans shall be installed in every kitchen area. Floor mats shall be provided at every work station.



- I. The Board shall provide each employee with three (3) uniforms during each year of employment. The care, maintenance and cleaning of such uniforms shall be the responsibility of the employee.
- J. The Board shall provide one (1) pair of safety shoes per year to each employee or, at the employee's option, one additional uniform.
- K. The holidays for members of the bargaining unit shall be the same days as adopted in the School Calendar.
- L. Seniority plus the ability to do the available work shall be the factors in bidding for promotion prospects.

ARTICLE III--INSTRUCTIONAL AIDES, LIBRARY TECHNICIANS, AND  
PLAYGROUND/CAFETERIA AIDES WORKING CONDITIONS

- A. As professionals, employees are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in" and "clock out" by hours and minutes. All employees shall indicate their presence for duty by placing their signatures in the facility "sign-in" roster.
- B. The total in-school workday for Instructional Aides and Library Technicians shall consist of no more than seven (7) hours. Instructional Aides and Library Technicians shall receive the same duty-free lunch period as provided to teachers in the buildings to which they are assigned. On days when an aide receives a thirty (30) minute lunch, the aide shall receive one (1) ten (10) minute break and one (1) fifteen (15) minute break. Lunch and break times are to be scheduled by the building administrator.  
  
The regular in-school day for Playground/Cafeteria Aides shall be no more than four (4) hours. Playground/Cafeteria Aides may, by agreement with their Principal, work additional hours on an as needed basis at their regular hourly rate. Participation in field trips by Playground/Cafeteria Aides shall be compensated under Paragraph D below.
- C. Instructional Aides and Library Technicians may leave the building without permission during their scheduled duty-free lunch periods.
- D. For participation in field trips that extend beyond the employee's in-school workday, monetary compensation shall be granted at the rate of \$8.00 per hour.
- E. Any anticipated change in the length of the school day shall be negotiated with the Federation and incorporated in this Agreement.
- F. The total in-school work year shall consist of not more than one hundred eighty-five (185) workdays.

- G. An Instructional Aide may consult with the teacher he/she works with during the teacher's prep time at the teacher's request upon the approval of the principal, based on the adequacy of aide coverage for the affected students. Such approval shall not be unreasonably withheld.
- H. At least forty-eight (48) hours notice shall be given to all employees for after-school workshops, in-service and staff meetings, except in emergencies.
- I. Instructional Aides and Library Technicians shall receive monetary compensation of \$8.00 per hour for any time required above seven (7) hours per day, for such activities as meetings, conferences, and extracurricular activities.

ARTICLE VII--DRIVERS AND TRANSPORTATION AIDES WORKING CONDITIONS

- 1. Each employee shall be guaranteed a minimum of five (5) hours per day, which shall include thirty (30) minutes to check each bus according to state and local requirements.

Drivers and Transportation Aides employed during the 1986-87 school year shall be paid on the basis of no less than the number of hours worked in 1986-87.

The Transportation Coordinator may schedule an employee to work up to the number of hours for which the employee is regularly paid, without additional compensation. This may include regular runs, bus inspections, and activity runs, field trips, athletic runs, and coverage for other drivers who are absent, and other such duties.

Employees' regular pay will be calculated on the basis of a work year of one hundred eighty (180) days.

- 3. Special assignments such as field trips, athletic trips, and activity trips shall be assigned in the following way:
  - 1. The Transportation Coordinator shall first assign special assignments to employees in such a way as to bring employees' assigned hours up to the number of their contracted hours. Such assignments shall be made by 12:00 noon Friday for the following week.
  - 2. Special assignments that are not distributed per subparagraph 1 above shall be posted by 12:00 noon Friday for the following week. Assignments to these runs shall be made by seniority from among those employees who sign up for such assignments for that month. A sign-up sheet will be posted and is to be completed by the fifteenth (15th) of the preceding month. If none of these employees is available, the Transportation Coordinator may assign employees who have not signed up for such assignments.

3. In making extra assignments such as midday runs, it is the goal of management first to assign such runs in such a way as to bring employees' assigned hours up to the number of their contracted hours.
- C.
    1. Compensation for time worked beyond an employee's contracted hours shall be at his/her regular hourly rate up to a total of forty (40) hours in a week and at one-and-one-half times the regular hourly rate for hours beyond forty (40) hours.
    2. If any employee works over more than a twelve (12) hour period of time in a day, the employee shall receive additional pay for the hours over twelve (12), regardless of whether or not he has worked his contracted number of hours. This pay shall be at the employee's regular rate up to forty (40) hours per week, and at one-and-one-half times the regular hourly rate for hours beyond forty (40) hours.
  - D. Employees assigned to Mail Runs shall not be required to carry Mail pouches weighing more than twenty (20) pounds each.
  - E. Each employee shall provide for the Transportation Coordinator the appropriate information as to where he can be contacted in order to transport pupils in the event of an emergency or an emergency drill. Drivers shall make every effort to respond to emergency calls for student transportation.
  - F. Prior to trips, the Transportation Coordinator shall give the driver a detailed itinerary of the trip assigned, a recommended route to follow, sufficient money to cover all tolls, parking fees, miscellaneous expenses anticipated, and necessary information in the event of an emergency.
  - G. Restrictions: the names of students who are prohibited from riding the school bus will be delivered to the Transportation Coordinator promptly. The Coordinator will contact the appropriate driver, and all students' names shall be posted.
  - H. Items to be posted:
    - 1) School Calendar;
    - 2) School Calendars of all schools that Barnegat Township transports to;
    - 3) Any seminars, conferences, workshops, or open invitations received by the Transportation Coordinator or the Superintendent pertaining to drivers.
  - I. In filling vacancies or making assignments, the Transportation Coordinator shall consider qualifications, evaluations, seniority, and all other relevant factors, but the ultimate decision shall be within the sole discretion of the Transportation Coordinator. Grievances regarding this paragraph shall be grievable only through Level Two of the Grievance Procedure.

- J. Casual per diem drivers who work sixty (60) consecutive workdays shall move into regular status as probationary employees under Article VIII, Section D of this Agreement.

#### ARTICLE VIII--EMPLOYMENT

##### A. Teacher Employment

1. The Board agrees to hire only teachers and substitutes holding certificates issued by the New Jersey State Board of Examiners for every teaching assignment.
2. Upon employment, the Superintendent of Schools shall report to the Federation in writing the certificates and degrees held and the major fields of study, and prior experience of each new teacher with written permission of said teacher. The Federation shall supply appropriate printed permission cards.
3. The initial salary of a newly-hired teacher shall be established by agreement between the teacher and the Board of Education. Credit in the salary schedule shall be given for up to four (4) years of military service, and for all years prior teaching experience in the district.
4. Tenure teachers shall be notified of their contract and salary status for the ensuing year no later than April 30, and signed contracts must be returned to the Board by May 15. Any contract not returned by May 15 shall be deemed to have been terminated. However, upon application to the Board or its designee, it may grant a two (2) week extension. Such extensions will not be unduly denied. Tenure teachers should notify the Board by May 15 of their intention to return.

- B. Every returning employee shall be placed on his proper step of the appropriate salary schedule as of the beginning of each contract year. Any ten-month employee employed prior to February 1 of any year shall be given full credit for one (1) year of service toward the next increment step for the following school year. Any twelve-month employee employed prior to January 1 of any year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- C. The determination of initial salaries for newly hired office personnel, custodians, and cafeteria workers shall be in accordance with the practice prior to July 1, 1988.

The initial salary of a newly hired instructional aide, library technician, or playground/cafeteria aide shall be established by agreement between the employee and the Board of Education.

New Type 1 and Type 2 drivers, transportation aides, and regular substitute drivers shall be placed on Step 1 of the salary guide.

- D. Each new non-certificated employee shall serve a probationary period of ninety (90) calendar days, during which time he shall be subject to discharge without notice and shall not be eligible for any hospitalization or other health benefits, nor temporary leave under Article XVI A, C, E, G, or legal proceedings under B not connected to the employee's employment in the district. Upon completion of the probationary period, seniority will be retroactive to date of hire.
- E. Non-certificated employees shall be notified of their contract and salary status for the following year no later than May 31.
- F. Non-certificated employees shall be given job descriptions.

#### ARTICLE XIII--SALARIES

- A. The salaries of all employees covered by this Agreement shall be fixed by the Board of Education, which are attached hereto and shall be a part hereof.
- B. Longevity increments shall be added to each employee's annual salary as specified in Schedules A, B, C, D, E, and F. Differentials for credits, licenses, shifts, etc., shall be added to each employee's annual salary as specified in Schedules A, B, C, D, E, and F.
- C. Each employee shall be paid in semi-monthly installments on the 15th and 30th of each month.
- D. When a payday falls on a school holiday or vacation day, employees shall receive their paychecks on the last previous working day.
- E. Each ten-month employee shall receive his final pay on his last working day in June if his closing out procedure is completed satisfactorily.
- F. Each employee shall receive a statement of deductions and the purpose therefor with each paycheck.

#### ARTICLE XIV--SICK LEAVE

- A. All ten-month employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day.
- B. All twelve-month employees shall be entitled to twelve (12) sick leave days as of July 1 of each year whether or not they report for duty on that day.
- C. Unused sick leave days shall be accumulated from year to year with no maximum limit.

D. Employees shall be reimbursed for each accumulated sick leave day upon retirement. In the event of the death of an employee, such reimbursement shall be paid to the estate of the employee. Reimbursement for each accumulated sick leave day shall be made on the following basis:

|  |         |
|--|---------|
| Teachers .....                                       | \$30.00 |
| Secretaries and Custodians .....                     | \$22.00 |
| Cafeteria Workers .....                              | \$18.00 |
| Instructional Aides and<br>Library Technicians ..... | \$22.00 |
| Playground/Cafeteria Aides .....                     | \$18.00 |
| Drivers and Transportation Aides ...                 | \$18.00 |

E. Unused personal days shall accumulate as sick leave.

F. The Board shall give each employee a statement of accumulated sick leave on or before September 15 of each year.

#### ARTICLE XVI--TEMPORARY LEAVES OF ABSENCE

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

##### 1. Personal Leave

1. All employees shall be allowed up to three (3) days, without loss of pay, for personal business during the school year, without reasons or verification. Unused personal days shall accumulate as sick days for use under Article XV of this Agreement.
2. Teachers, instructional aides, library technicians, playground/cafeeteria aides, cafeteria workers, custodians, drivers, and transportation aides shall not use personal leave for matters which can be scheduled outside of their working hours, nor to extend holidays or vacations.
3. Secretaries shall not use personal leave during the first five (5) days or the last five (5) days of the school year unless unusual circumstances arise.
4. The employee shall file notification of personal leave with the Superintendent or his designee at least two (2) working days in advance of the contemplated absence.
5. In an emergency, the Superintendent, or his designee, upon being informed by the employee of the nature of the emergency, may waive all restrictions and authorize an emergency personal day, if satisfied that any of the restrictions above impose an undue hardship.

B. Legal Leave

Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system, or in any other legal proceeding if the employee is required by law to attend, up to a maximum of ten (10) days with documentation.

C. Bereavement Leave

1. Up to five (5) days at any one time in the event of the death of the employee's spouse, parent or parent-in-law, sibling or sibling-in-law, child or child-in-law, legal guardian, grandparents, grandchild, or other member of the household.

2. Up to two (2) days at any one time in the event of the death of the employee's aunt, uncle, nephew, or niece.

3. Additional days may be granted with the approval of the Superintendent. In case of infant fatalities, more leave may be granted.

4. In the event of the death of an employee or student in the Earnest School District, the principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.

D. Family Illness Leave

Up to five (5) days at any one time for serious illness of the employee's spouse, parent or parent-in-law, sibling or sibling-in-law, child or child-in-law.

E. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his regular pay in addition to any pay which he receives from the state or federal government. In the event an employee is called to duty during the school year, the Board reserves the right to contact the Commanding Officer to pursue alternate dates of service.

F. Up to five (5) days for the purpose of marriage and honeymoon, and up to one (1) day for the purpose of attending the marriage of a member of the immediate family.

G. Other leaves of absence with pay may be granted by the Board for good reason.

H. An employee required to serve on jury duty shall be paid the difference between jury duty fee and salary. After such service, the employee shall be reinstated in the same position held prior to jury duty, with no penalties. Each employee assigned to jury duty shall advise the Superintendent in writing within five (5) working days of receiving notification.

## ARTICLE XVII--EXTENDED LEAVES OF ABSENCE

### A. Maternity Leave

Employees shall notify the principal or immediate supervisor sixty (60) days prior to the anticipated date of birth. This applies to male employees also.

#### 1. Teachers

- a. Maternity leave shall commence on the date requested by the teacher and extend for a period of up to two (2) school years at the discretion of the teacher.
- b. No teacher shall be required to leave work because of pregnancy at any time prior to the expiration of her leave as requested from a request to work after childbirth to the grounds that there has not been a time lapse of one full duration between childbirth and the requested date of return.
- c. The Board shall not remove any teacher from her duties during pregnancy unless the teacher fails to produce a certificate from her physician stating that she is medically able to continue teaching.
- d. The teacher requesting such leave as stated above shall indicate a tentative return-to-work date, and reconfirmation of such return-to-work date shall occur at least thirty (30) days prior to such return.

#### 2. Non-Certificated Employees

- a. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant employees for up to three (3) months, on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities as set forth in N.J.S.A. Title 18 a: 30-1 et seq. and applicable case law.
- b. Any employee seeking such leave shall apply to the Board within thirty (30) days prior to the beginning of such leave unless an emergency prevents such notice. At the time of application the employee shall specify in writing the date on which she wishes to return to work after birth. The Board may require any employee to produce a certificate from her physician in support of the requested leave dates. Any employee granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to use all or any part of her accumulated sick leave during the period of such absence and receive full pay and benefits. The employee shall indicate on her application whether or not she elects to exercise this right.



- c. Following the grant of such leave to any employee, the commencement and termination dates thereof shall be further extended or reduced for medical reasons upon application by the employee to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time, provided the employee produces a physician's certificate in support of the requested change, which certificate is subject to agreement by the Board's physician.
- E. No employee on maternity or paternity leave shall, on the basis of such leave, be denied the opportunity to substitute in the Barnegat School District in the area of his/her certification or competence.
- F. An employee on leave of absence shall not be considered an employee for purposes of the provisions of this article which shall commence upon his/her resuming his/her duties as a parent or guardian of a child to fulfill the requirements for the adoption.
- G. Leaves of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
- H. Other leaves of absence without pay may be granted by the Board for any reason.
- I. All seniority and benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored upon his return. He shall be assigned to the same position and, in the case of teachers, grade level which he held at the time said leave commenced if available or, if not, to a substantially equivalent position.
- J. An employee shall be entitled to an unpaid leave of absence for up to one year.
- K. All extensions or renewals of leaves shall be applied for and granted in writing.
- L. Any teacher with six (6) years' in-service credit in the Barnegat School District may be granted sabbatical leave for the purpose of improving his educational background. Teachers shall receive one-half (1/2) their annual salary during a full year's sabbatical leave, or full salary during a half-year's sabbatical leave. Upon return, the teacher shall be granted the same grade level and the appropriate salary step.

## ARTICLE XVIII--PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

### A. Teachers

1. The Board and the Federation support the principle of continuing training for teachers and the improvement of instruction. The parties further agree that each teacher shall fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.
2. Within any one (1) week, a teacher who shall so request shall be granted at least thirty (30) minutes of counseling with his immediate supervisor. Such meetings shall be scheduled at the teacher's working and shall not be taken time from other duties thereof.
3. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, conferences, inservice training sessions or other such sessions which a teacher is requested by the administration to take.
4. Course tuition payment is limited to \$700.00 for the 1991-92 and 1992-93 school years and summers. All courses must be approved by the Principal, Superintendent, and Board. A teacher must have his contract signed for the ensuing year to be eligible for assistance. Each course must be completed satisfactorily with a "B" average in order to be eligible for reimbursement.
5. The administration may schedule in-service workshops for professional improvement (or similar meetings) during the regular school day. In such an event, either pupils shall be dismissed during such workshops or substitute teachers shall be utilized for the classes of those teachers participating in such workshops.

### 3. Office Personnel

1. Office personnel will be reimbursed for the following costs incurred for attending workshops which are approved by their appropriate supervisor: any required fee for attendance; cost of any required materials for the workshop; the cost of meals, in accordance with Board policy, if meals are not covered by registration, and reimbursement for mileage and tolls.
2. Each office employee will be reimbursed up to an annual maximum of \$250.00 for job-related courses when taken to improve their skills, including courses in computer operation, word processing, etc. Course titles and descriptions must be

submitted to the immediate supervisor prior to attendance and shall be approved or disapproved, in writing, by the supervisor within one week of submission. Tuition reimbursement will be approved by the Board of Education upon receipt of proof of successful completion of the course, i.e., a grade of "C" or better or the numerical equivalent or a grade of "Pass" in a "Pass-Fail" situation.

C. Cafeteria Workers and Custodial/Maintenance Employees

1. Employees who are required or requested to take courses, workshops, or special training for job advancement or the maintenance or improvement of skills, or an employee who takes any courses, workshops, or special training in the course of his service with the Board, as required or approved by the Board, shall have such fees that are applicable paid by the Board, and time away from work shall be paid at the applicable rate of pay.
2. The Board shall pay the cost of registration and required materials, and shall reimburse employees for necessary meals in accordance with board policy, mileage, and tolls.

Instructional Aides, Library Technicians, and Playground/Cafeteria Aides

1. The Board and the Federation support the principle of continuing training of employees and the improvement of instruction. The parties further agree that such employees shall fulfill the obligation for professional improvement as is deemed necessary by the Superintendent or his/her designee.
2. The administration may schedule in-service workshops for professional improvement (or similar meetings) during the regular school day. In such an event, either pupils shall be dismissed during such workshops or substitutes shall be utilized for the classes of those employees participating in such workshops.
3. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, conferences, in-service training, or other such activities in which an employee engages on request by an administrator.

E. Drivers and Transportation Aides

Employees required or requested to take courses or workshops shall be paid at their regular hourly rate for the actual hours of the course, or at time-and-one-half if these hours bring their total hours for the week beyond forty (40). Employees who request that they be permitted to take a course or workshop, and receive permission from the Board to do so, shall not be paid for the hours expended at the course or workshop. In either case, the Board will pay the cost of tuition and/or fees.

## ARTICLE XIX--PROTECTION OF EMPLOYEES, STUDENTS, AND PROPERTY

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. In the event of any disorder or disruption in the regular school program, the Federation shall have the right to meet with the Board immediately to develop mutually acceptable programs to guarantee the safety of students, employees, and property. Nothing in this clause shall be construed to mandate any modification in the conditions of employment of any job titles represented in Article I of this Agreement, nor prohibit the assignment of any and all tasks traditionally done as part of these job titles.
- B. As provided in N.J.S.A. 17A:11-1, an employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening peace, to remove or protect others from physical possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.
- C. Whenever any action is brought against an employee before the Board or before the Commission of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the employee.
- D. The Board shall give full support, including legal and other assistance, for any assault upon the employee while acting in the discharge of his duties. In the event that an employee should sue a third party in a civil action based upon assault or action, said employee shall secure his own attorney and pay all costs.
- E. When absence arises out of or from any assault or injury, while acting in the discharge of his duties, the employee shall be entitled to full salary and other benefits for a period of one (1) year but shall not forfeit any sick leave or personal leave.
- F. The Board shall reimburse employees for the cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties.
- G. The Board shall reimburse an employee for the cost of medical, surgical, or hospital services incurred as a result of any injury sustained in the course of his employment.
- H. Benefits derived under this or subsequent Agreements shall continue for a period of one (1) year beyond the period of any Worker's Compensation for absences arising out of or from assault or injury while acting in the discharge of his duties.

- I. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor. The employee shall, within twenty-four (24) hours, file a written report with his immediate supervisor and the Superintendent. A copy of the report shall be retained by the employee.
- J. Such notification shall be immediately forwarded to the Board, which may at its discretion comply with any request from the employee for information in the possession of the Board relating to the incident or the persons involved.
- K. At the employee's request, a conference shall be held forthwith between the employee, his immediate supervisor, the Superintendent, and the Federation.
- L. In the event of a fire alarm, bomb threat, or imminent danger, employees shall vacate the building premises until such premises have been declared to be safe by either a fire department official, police officer, or principal of the school. Members of the fire-fighting unit shall not be responsible for the inspection of seemingly non-endangered premises.

#### ARTICLE XX--INSURANCE PROTECTION

- A. As of the beginning of each school year covered by this Agreement, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each employee.
  - 1. Provisions of the health-care insurance programs shall be contained in master policies and contracts agreed upon by the Board and the Federation, and shall include:
    - a. Hospital room and board and miscellaneous costs;
    - b. Out-patient benefits;
    - c. Laboratory fees, diagnostic expenses and therapy treatments;
    - d. Surgical costs;
    - e. Major-medical coverage;
    - f. Family prescription drug insurance;
    - g. Family dental insurance.
  - 2. All health insurances shall be for full family coverage at a benefit level comparable to that in effect in 1982-83, except for the addition of an orthodontia rider to the dental plan, which shall have a per-person lifetime maximum of \$1,000.00 and which shall include adults (family). Effective July 1, 1989, the dental insurance shall be Delta's "Incentive Program," and shall include a per-person lifetime maximum of \$1,000.00 for orthodontia.

3. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the twelve (12) month period commencing September 1 and ending August 31. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- B. The Board shall provide to each employee, no later than the beginning of the school year, a description of the health-care insurance coverage provided under this Article, which shall include a clear description of the conditions and limits of coverage as listed above. The Board shall notify employees immediately of any anticipated changes in coverage.
  - C. The Board shall reimburse each employee up to \$75.00 for optical expenses incurred by that employee which are not covered by other insurance provided by the District to the employee.
  - D. All medical examinations required for issuance or renewal of a Driver's License or Motor Vehicle License are the responsibility of the driver.
    1. The Board may, at its discretion, require a medical examination by a physician designated by the Board.
    2. The fee for any mandated medical examination by a Board-designated physician will be paid by the Board.
    3. Annual physicals as required in Paragraph D, Section 1 of this Article conducted by the school physician will be at no charge to the driver.

#### ARTICLE XXI--PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of an employee is not an appropriate concern or attention of the Board, except as it may directly prevent the employee from performing his assigned function during the work day.
- B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, provided they do not violate the Constitution of the United States, the Constitution of the State of New Jersey or any other local, State, or Federal statutes.
- C. The Board and the Federation agree that academic freedom is essential to the fulfillment of the purposes of the Barnegat School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might

interfere with their obligations to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

1. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce political, religiously or otherwise controversial material, provided only that said material is directly connected with the course content.
2. In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so, they shall indicate that they are speaking personally and not on behalf of the school, its administration, or the Board.

Teachers shall not be unduly restrained in the performance of their teaching functions unless the material discussed and/or opinions expressed are immoral, illegal, unlawful, the advocacy of violence, or tending to advocate the unlawful overthrow of the United States Government, State Government, or municipal government or any branch thereof or controversial material not directly connected with the course content.

3. In the event that the principal, or his designee, determines that the teaching functions of any teacher are violating the restrictions set forth in paragraph 3 above, said teacher shall be suspended and required to appear before the Board of Education for hearing in accordance with the provisions set forth in Article IV of this Agreement.

#### ARTICLE XXII--DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of employees dues for the Barnegat Federation of Teachers, Local #3751, AFT, AFL-CIO, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 244, New Jersey Public Laws 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State of New Jersey. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Barnegat Federation of Teachers by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- B. The Federation shall certify to the Board, in writing, the current rate of its membership dues. If the Federation changes the rate of its membership dues, it shall give the Board written notice prior to the effective date of such change.

### C. Representation Fee

1. Members of the bargaining unit who do not choose to join the Federation shall have a representation fee equal to 85% of the Federation dues deducted from their pay and forwarded to the treasurer of the Federation.
2. The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.
3. The Union agrees to establish a board and return system in accordance with Chapter 177, Article 12B.

### ARTICLE XVIII--EMPLOYEE PROCEDURES AND PERSONNEL FILES

#### 1. Evaluation Procedures--Certified Personnel

1. All observations and evaluations of a teacher shall be made openly and with the full knowledge of the teacher. Each formal observation shall concern itself solely with the function or class observed.
2. Evaluations and observations shall be signed by the teacher at the conclusion of his conference with the principal or supervisor to signify that the teacher has been given the opportunity to read the observation or evaluation report. Signatures will not be construed to indicate agreement with or acceptance of the observation or evaluation.
3. If a teacher disagrees with an observation or evaluation, he may make a written statement or response and have it permanently attached to the observation or evaluation and made part of the permanent file, provided that such response is submitted to the teacher's principal or supervisor within ten (10) school days of the evaluation conference, or within ten (10) calendar days, excluding weekends, if there are less than ten (10) school days left in the school year.
4. If any complaint regarding a teacher is made to the administrator which is used in a written evaluation or disciplinary hearing, the teacher shall be afforded an opportunity to respond to such charges. If the charge is unjustified, the charge shall be removed from the file.
5. The results of any Standardized Tests shall not be used as an evaluating tool for teacher performance.
6. A teacher and his methods shall not be criticized in the presence of a student by any administrator without justifiable, substantive reasons.



## B. Evaluation Procedures--Non-Certified Personnel

1. Employees will be evaluated by the building principal or immediate supervisor at least once during the school year. A copy of the evaluation will be submitted to the employee for signature and will become part of the personnel record. The evaluation forms for Instructional Aides, Library Technicians, and Playground/Cafeteria Aides will be uniform throughout the district.
2. Signatures are not to be construed as agreement.
3. An employee has the right to submit a rebuttal, which shall be permanently attached to all file copies. A written response shall be submitted to the employee's principal or supervisor within ten (10) working days of receiving the evaluation, or within ten (10) calendar days if there are less than ten (10) working days left in the school year.
4. If an complaint regarding an employee is used in a written reprimand or disciplinary hearing, the employee shall be afforded an opportunity to respond to such charges. If the charge is unjustified, the charge shall be removed from the file.

## C. Personnel Files

1. No letter of reprimand or material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file without the employee having the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The employee shall have the right to submit a written response to such material provided that such response is forwarded to the Supervisor no later than ten (10) working days from the employee's receipt of a letter of reprimand or derogatory material. Such response shall be placed in said employee's personnel file.
2. The Board agrees to treat all personnel files confidentially. All files containing evaluations and materials relating to performance shall be treated in the following manner:
  - a. The Board shall provide, at reasonable cost to each requesting employee, copies of the records and reports contained therein.
  - b. An employee shall have the right to inspect the contents of his file in the presence of an administrator or his designee. The employee may be accompanied by a Federation representative.

- c. An employee shall have the right to answer any material filed and his written answer shall be attached to the filed copies provided that the written answer is submitted within ten (10) working days of the discovery by the employee of the material in question.
- d. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents; but it shall not establish any separate evaluation file which is not available for the employee's inspection.

ARTICLE XXIV--TRANSFERS, VACANCIES, AND PROMOTIONS

A. Vacancies and Promotional Opportunities

All job vacancies and promotional opportunities shall be posted on employee bulletin boards. The notice shall set forth the qualifications and a deadline for submission of applications. The deadline shall not be less than ten (10) working days from the posting of the notice. Upon request, the employee seeking the promotion or transfer may be granted an interview.

- 1. Should a vacancy occur after the last official day of the school year, a written notice shall be sent to all employees who have notified the Superintendent via a personal letter of their desire to be notified of this kind of position. Notification of all such vacancies shall also be sent to the Federation president.
- 2. Summer employment opportunities shall be posted, and employees shall have the right to apply for such positions.

B. Transfers

1. Teachers and Aides

In cases of involuntary transfers, the Superintendent shall notify the employee in writing at least forty-five (45) days in advance of the effective date of such transfer when the transfer is to take effect at the beginning of a school year.

In cases where a transfer becomes necessary during the school year, at least fifteen (15) days notice shall be given.

2. Secretaries, Cafeteria Workers, and Custodial/Maintenance Employees

In cases of involuntary transfers, the Superintendent shall notify the employee in writing at least ten (10) calendar days in advance of the effective date of such transfer.

### C. Drivers and Transportation Aides

1. Anticipated vacancies in positions, but not in assignments, shall be posted on the Federation bulletin boards. The deadline for applications shall not be less than ten (10) working days from the date of posting, and employees applying for positions must submit written applications within that ten (10) day period.
2. Summer employment opportunities shall be posted, and employees shall have the right to apply for such positions.

### ARTICLE XXV--SENIORITY AND JOB SECURITY. NON-CERTIFIABLE PERSONNEL

- A. Seniority shall be defined as an employee's length of service within the bargaining unit. An employee transferring to another bargaining unit shall retain his seniority.
- B. The Board shall maintain a separate seniority list for each job classification within the bargaining unit, and shall provide copies of the Federation no later than September 15th of each school year. The lists shall be updated every three months.
- C. An employee on paid leave shall continue to accrue seniority while on such leave. An employee who resigns or is discharged for cause shall lose all accrued seniority.

### D. Layoffs and Recall Rights

1. In the event of a reduction in positions which results in the layoff of employees, employees shall be laid off in order of least seniority among employees in the jobs being reduced.
2. In the event of a vacancy or new position, employees who have been subject to a reduction in force within the past eighteen (18) months shall be recalled on the basis of bargaining unit seniority at the time of the reduction in force. Employees will be recalled only if they are qualified to do the job. Each employee's recall rights exist only for eighteen (18) months after the date of his reduction in force.

### ARTICLE XXVI--MISCELLANEOUS PROVISIONS

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

- B. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable. During the term of this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.
- C. If any provision of the Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Any individual contract between the Board and an employee, heretofore and hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- E. Copies of this Agreement shall be printed; the expense to be borne equally by the Federation and the Board of Education. The Agreement shall be distributed by the Board to all employees, Board members, and supervisory personnel.
- F. Any notice required by either of the parties to this Agreement concerning the provisions of this Agreement shall be in writing.
- G. Employees required to use their own vehicles in the performance of their assigned duties shall be reimbursed for mileage and expenses in accordance with Board policy.
- H. The Board agrees that there will be no reprisals of any kind taken against any member of the bargaining unit or any other employee of the Board or any other person who assisted the Federation in arriving at the settlement of this Agreement. The Federation agrees that there will be no reprisals of any kind taken against any member of the Board or any employee of the Board or any other person who assisted the Board in arriving at the settlement of this Agreement. The parties agree that upon ratification of both, any legal proceedings arising out of these negotiations with the courts or with PERC will be immediately withdrawn.

#### ARTICLE XXVII--DURATION

- A. This Agreement shall be effective as of July 1, 1991 and shall continue in effect through June 30, 1993.
- B. In witness whereof, the Federation has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and attested to by its Secretary and its corporate seal to be placed hereon, all on the day and year written below.

SCHEDULE A

TEACHER SALARY GUIDES,  
DIFFERENTIALS, AND LONGEVITY

BA LEVEL

| 90 Step | Salary | 91 Step | Salary | 92 Step | Salary |
|---------|--------|---------|--------|---------|--------|
|         |        | 1       | 26400  | 1       | 28300  |
| 1       | 26400  | 2       | 27400  | 2       | 29200  |
| 2       | 26700  | 3       | 27700  | 3       | 29500  |
| 3       | 27000  | 4       | 28000  | 4       | 29800  |
| 4       | 27300  | 5       | 28300  | 5       | 30200  |
| 5       | 27600  | 6       | 28600  | 6       | 30600  |
| 6       | 28200  | 7       | 29000  | 7       | 31000  |
| 7       | 28600  | 8       | 29300  | 8       | 32000  |
| 8       | 28900  | 9       | 29900  | 9       | 33000  |
| 9       | 29700  | 10      | 30900  | 10      | 34000  |
| 10      | 30700  | 11      | 31900  | 11      | 35100  |
| 11      | 32700  | 12      | 34000  | 12      | 36200  |
| 12      | 33700  | 13      | 35100  | 13      | 37300  |
| 13      | 34700  | 14      | 36200  | 14      | 38500  |
| 14      | 35700  | 15      | 37300  | 15      | 39700  |
| 15      | 36700  | 16      | 38400  | 16      | 40900  |
| 16      | 37700  | 17      | 39500  | 17      | 42100  |
| 17      | 38700  | 18      | 40700  | 18      | 43500  |

Differentials:

|          |         |
|----------|---------|
| BA - 15  | \$500   |
| BA+30/MA | \$1,500 |
| MA + 15  | \$2,000 |
| MA + 30  | \$2,500 |

Longevity:

|                |         |
|----------------|---------|
| After 10 years | \$500   |
| After 15 years | \$1,000 |
| After 20 years | \$1,300 |
| After 25 years | \$1,600 |

Employees advance one step on guide in 1991-92.  
Employees do not advance on guide in 1992-93.

Incumbents at OG4, MA + 30 in 1987-88 (1987 salary \$33,000), who moved in 1988-89 to Step 17, MA+30 with differential of \$3,800 over BA Step 17, move in 1991-92 to Step 18, MA+30, and remain there; salary is Step 18 of BA guide plus \$3,800 each year of contract.

SCHEDULE B

OFFICE PERSONNEL SALARIES,  
LONGEVITY, AND DIFFERENTIALS

| Date Hired     | 1990-91 | 1991-92 | 1992-93 |
|----------------|---------|---------|---------|
| 1979           | 19200   | 19500   | 20700   |
| 1981           | 18000   | 19700   | 19930   |
| 1985           | 15100   | 15700   | 16720   |
| 1986           | 14000   | 14500   | 15500   |
| 1987           | 13700   | 14250   | 15170   |
| 1988           | 13300   | 13850   | 14720   |
| 1989           | 13000   | 13520   | 14400   |
| 1990           | 12700   | 13200   | 14000   |
| New Hires 1991 |         | 12950   | 13850   |
| New Hires 1992 |         |         | 13550   |

Longevity: After 5 years \$400 per year  
After 10 years \$600 per year

Differential, Principal's Secretary: \$400

SCHEDULE C

CUSTODIAL/MAINTENANCE SALARIES,  
LONGEVITY, AND DIFFERENTIALS

| Date Hired          | 1990-91 | 1991-92 | 1992-93 |
|---------------------|---------|---------|---------|
| <b>Custodians:</b>  |         |         |         |
| 1972                | 24300   | 24975   | 26250   |
| 1977                | 22900   | 23475   | 24750   |
| 1981                | 18250   | 18925   | 20150   |
| 1982                | 16550   | 17200   | 18400   |
| 1985                | 15100   | 15750   | 16900   |
| (5 hours) 1986      | 2500    | 2900    | 10600   |
| 1986                | 11700   | 12325   | 13500   |
| 1987                | 14350   | 14975   | 16100   |
| 1988                | 14000   | 14625   | 15700   |
| 1989                | 13700   | 14300   | 15350   |
| 1990                | 13400   | 14000   | 15000   |
| (4 hours) 1990      | 6700    | 7000    | 7500    |
| New Hires 91        |         | 13700   | 14700   |
| New Hires 92        |         |         | 14100   |
| <b>Maintenance:</b> |         |         |         |
| 1976                | 24300   | 24975   | 26250   |
| 1977                | 25300   | 25975   | 27250   |
| 1984                | 18150   | 18800   | 19950   |
| 1987                | 15700   | 16350   | 17500   |
| 1988                | 22800   | 23400   | 24500   |
| 1990                | 18500   | 19100   | 20200   |
| New Hires 91        |         | *14700  | *15700  |
| New Hires 92        |         |         | *15400  |

1991-92 Longevity: After 5 years \$200 per year  
 After 10 years \$300 per year  
 After 15 years \$400 per year

1992-93 Longevity: After 5 years \$200 per year  
 After 10 years \$300 per year  
 After 15 years \$400 per year  
 After 20 years \$500 per year

Differentials: Lead Custodian \$3,000 per year  
 Shift differential \$.25 per hour  
 Black Seal \$400 per year

480.-

\*NOTE: As per past practice, the district has the option to hire outside maintenance personnel at a higher base rate if necessary.

SCHEDULE D

CAFETERIA WORKERS  
SALARIES AND LONGEVITY

| Date Hired     | 1990-91 | 1991-92 | 1992-93 |
|----------------|---------|---------|---------|
| 1983           | 7.85    | 8.10    | 8.55    |
| 1984           | 7.65    | 7.90    | 8.35    |
| 1985           | 7.45    | 7.70    | 8.15    |
| 1986           | 7.25    | 7.50    | 7.95    |
| 1987           | 7.05    | 7.30    | 7.75    |
| 1988           | 6.85    | 7.10    | 7.55    |
| 1989           | 6.65    | 6.90    | 7.35    |
| 1990           | 6.45    | 6.70    | 7.15    |
| New Hires 1991 |         | 6.85    | 7.30    |
| New Hires 1992 |         |         | 7.15    |

Longevity. 1991-92: After 5 years \$150 per year  
 1992-93: After 5 years \$135 per year



SCHEDULE E

AIDES SALARY GUIDES AND LONGEVITY

INSTRUCTIONAL AIDES/LIBRARY TECHNICIANS

| 90 Step 90 Salary |       | 91 Step 91 Salary |       | 92 Step 92 Salary |       |
|-------------------|-------|-------------------|-------|-------------------|-------|
|                   |       | 1                 | 10025 | 1                 | 10625 |
|                   |       | 2                 | 10225 | 2                 | 10725 |
| 1                 | 9900  | 3                 | 10425 | 3                 | 10925 |
| 2                 | 10100 | 4                 | 10625 | 4                 | 11125 |
| 3                 | 10300 | 5                 | 10825 | 5                 | 11325 |
| 4                 | 10500 | 6                 | 11025 | 6                 | 11525 |
| 5                 | 10700 | 7                 | 11225 | 7                 | 11725 |
| 6                 | 10900 | 8                 | 11425 | 8                 | 11925 |
| 7                 | 11100 | 9                 | 11625 | 9                 | 12125 |
| 8                 | 11400 | 10                | 11925 | 10                | 12725 |
| 9                 | 11700 | 11                | 12225 | 11                | 13025 |
| 10                | 12000 | 12                | 12525 | 12                | 13325 |
| 11                | 12300 | 13                | 12825 | 13                | 14025 |
| 12                | 12600 |                   | 13125 | 13                | 14025 |

Longevity: In the thirteenth year of consecutive service in the district, and in each year thereafter, \$500 in addition to the regular salary.

PLAYGROUND/CAFETERIA AIDES

|        | 90 Rates | 91 Rates | 92 Rates |
|--------|----------|----------|----------|
| Step 2 | 7.00     | 7.25     | 7.75     |
| Step 1 | 6.50     | 6.75     | 7.25     |

SCHEDULE F

DRIVERS AND TRANSPORTATION AIDES  
SALARY GUIDES AND LONGEVITY

| Drivers: | 90 Step | 90 Rate | 91 Step | 91 Rate | 92 Step | 92 Rate |
|----------|---------|---------|---------|---------|---------|---------|
|          |         |         |         |         | 1       | 8.50    |
|          |         |         | 1       | 8.35    | 2       | 8.70    |
|          | 1       | 8.25    | 2       | 8.55    | 3       | 8.95    |
|          | 2       | 8.50    | 3       | 8.80    | 4       | 9.35    |
|          | 3       | 8.75    | 4       | 9.30    | 5       | 9.85    |
|          | 4       | 9.25    | 5       | 9.60    | 6       | 10.25   |
|          | 5       | 9.75    | 6       | 10.30   | 7       | 10.65   |
|          | 6       | 10.25   | 7       | 10.55   | 8       | 11.20   |
|          | 7       | 10.50   | 8       | 10.80   | 9       | 11.50   |
|          | 8       | 10.75   | 9       | 11.20   | 10      | 11.75   |
|          | 9       | 11.00   | 10      | 11.40   | 11      | 12.05   |
|          | 10      | 11.25   | 11      | 11.75   | 12      | 12.30   |
|          | 11      | 11.50   | 12      | 12.05   | 13      | 12.75   |
|          | 12      | 11.75   | 13      | 12.50   | 14      | 13.25   |
|          | 13      | 12.00   | 14      | 12.75   | 15      | 13.75   |
|          | 14      | 12.25   | 15      | 13.00   | 15      | 13.75   |
|          | 15      | 12.50   | 15      | 13.00   | 15      | 13.75   |

Longevity, 1991-92: After 15 years \$300 per year  
 Longevity, 1992-93: After 10 years \$150 per year  
 After 15 years \$300 per year

| Aides: | 90 Step | 90 Rate | 91 Step | 91 Rate | 92 Step | 92 Rate |
|--------|---------|---------|---------|---------|---------|---------|
|        |         |         |         |         | 1       | 7.50    |
|        |         |         | 1       | 7.35    | 2       | 7.70    |
|        | 1       | 7.25    | 2       | 7.55    | 3       | 8.05    |
|        | 2       | 7.50    | 3       | 7.80    | 4       | 8.35    |
|        | 3       | 7.75    | 4       | 8.30    | 5       | 8.85    |
|        | 4       | 8.25    | 5       | 8.80    | 6       | 9.35    |
|        | 5       | 8.75    | 6       | 9.30    | 7       | 9.65    |
|        | 6       | 9.25    | 7       | 9.55    | 8       | 10.20   |
|        | 7       | 9.50    | 8       | 9.80    | 9       | 10.50   |
|        | 8       | 9.75    | 9       | 10.20   | 10      | 10.75   |
|        | 9       | 10.00   | 10      | 10.40   | 11      | 11.05   |
|        | 10      | 10.25   | 11      | 10.75   | 12      | 11.30   |
|        | 11      | 10.50   | 12      | 11.25   | 13      | 11.75   |
|        | 12      | 10.75   | 13      | 11.50   | 14      | 12.25   |
|        | 13      | 11.00   | 14      | 11.75   | 15      | 12.75   |
|        | 14      | 11.25   | 15      | 12.00   | 15      | 12.75   |
|        | 15      | 11.50   | 15      | 12.00   | 15      | 12.75   |

|               |  |    |
|---------------|--|----|
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## ARTICLE I RECOGNITION

A The Board hereby recognizes the Banquet Federation of Teachers (Local 3753 IJSEFL AFL ALCIO) as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, on a part-time basis, employed or to be employed by the Board including:

- 1 Cathedral Personnel
- 2 Custodial and Maintenance Personnel
- 3 Food Service Personnel
- 4 Secretaries and Clerical Employees

Effective July 1, 1989, this recognition clause includes:

- 5 *Instructional Aides, Library Technicians, and Programmed/Cafeteria Aides*
- 6 *Type 1 Drivers, Type 2 Drivers, Transportation Aides and Regular Substitute Drivers*

but excluding:

- 1 Supervisors
- 2 Managerial Executives
- 3 Confidential Employees
- 4 Assistant Board Secretary
- 5 Head Payroll Bookkeeper
- 6 Payroll/Clerical Bookkeeper
- 7 Secretary/Clerical Bookkeeper
- 8 Secretary to the Superintendent
- 9 Assistant to the Secretary to the Superintendent

free lunch period is guaranteed to teachers under Section E of this Article. In any split-session situation, Section E of this Article will apply.

C. ~~During the 1988-89 and 1989-90 school years, teachers in grades K through 6 shall be required to report twenty (20) minutes before the opening of their pupils' school day and shall be required to stay ten (10) minutes after the close of their pupils' school day. Teachers in grades 7 and 8 shall be required to report ten (10) minutes before the opening of their pupils' school day, and shall be required to stay ten (10) minutes after the close of their pupils' school day. The workday for all teachers shall end at the close of the pupils' day on Fridays or on days preceding holidays or vacations. In the case of a contracted night meeting, teachers may leave at the close of the pupils' day.~~

D. ~~Effective with the 1990-91 school year, teachers shall be required to report not less than ten (10) minutes before the opening of their pupils' school day and shall be required to stay not less than ten (10) minutes after the close of their pupils' school day. No teacher in grades 6 through 8 shall be involuntarily assigned to more than four (4) consecutive teaching periods. The workday for all teachers shall end at the close of the pupils' day on Fridays or on days preceding holidays or vacations. In the case of a contracted night meeting, teachers may leave at the close of the pupils' day.~~

D. Every teacher shall plan and teach course content in the manner he considers most practical and useful. Every teacher shall prepare a lesson plan book that is practical and useful, complements the course content, and is consistent with Level 1 guidelines. Teachers shall submit their lesson plan book for review to the principal when notified.

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tion is given. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed, according to procedures developed by the principal and the teachers.

E. ~~During the 1988-89 and 1989-90 school years, teachers shall have a duty-free lunch period of fifty-five (55) minutes, four (4) days per week, and a thirty (30) minute lunch period one (1) day per week. Every effort shall be made to avoid scheduling the thirty (30) minute lunch period on the same day that the teacher does not receive a preparation period under paragraph N below. Teachers who provide cafeteria or playground supervision more than once per week, thereby receiving fewer than four (4) fifty-five (55) minute lunch periods that week, shall be paid for the lost amount of time on a pro-rated basis at the rate of \$15.00 per hour. Volunteers will be requested first, with the cooperation and assistance of the Federation.~~

2. ~~Effective with the 1990-91 school year, teachers in grades K through 5 shall have an uninterrupted duty-free lunch period of fifty-five (55) minutes, four (4) days per week and a thirty (30) minute lunch period one (1) day per week. Every effort shall be made to avoid scheduling the thirty (30) minute lunch period on the same day that the teacher does not receive a preparation period under paragraph N below. Teachers who provide cafeteria or playground supervision more than once per week, thereby receiving fewer than four (4) fifty-five (55) minute lunch periods that week, shall be paid for the lost amount of time on a pro-rated basis at the rate of \$20.00 per hour. Volunteers will be requested first, with the cooperation and assistance of the Federation. Teachers in grades 6 through 8 shall have an uninterrupted duty-free lunch period of not less than forty (40) minutes per day.~~

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F. Teachers may leave the building without requesting permission during their scheduled early late lunch period.

G. Teachers may be required to remain after the end of the regular working day without additional compensation, for the purpose of attending faculty in service, or grade-level meetings two (2) days each month. Such meetings shall begin no later than five (5) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. If one of these meetings is not scheduled during any month, it may be scheduled at any time in the same school year, separately or in tandem with another faculty meeting period conducted by the Administration.

H. Meetings which take place after the regular in-school work-day and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or any other day upon which teacher attendance is not required at school.

I. The notice of any agenda for any meeting shall be given to the teachers involved at least two (2) school days prior to the meetings. Teachers shall have the opportunity to suggest items for the agenda. The Federation shall have the right to place items on the agenda, discussion of Federation items shall take place after the original agenda is completed.

J. Teachers may be required to attend not more than two (2) evening assignments or meetings each school year without additional compensation. However, the two (2) evening assignments shall not be scheduled on holidays or on days preceding holidays or vacations.

K. 1. During days on which Parent-Teacher Conferences are scheduled by the Superintendent of Schools, teachers

shall be required to teach only a half-day session

2. There shall be no more than two (2) evenings of Parent-Teacher Conferences for any teacher during the school year unless the teacher schedules some

3. When evening parent conferences are scheduled, teachers will be required to teach only a half-day session, and afternoon conferences and evening conferences will not occur on the same day unless the teacher schedules such.

4. No teacher can be scheduled for a parent conference during lunch time, preparation time, or after 3:25 p.m., without the teacher's consent. One consecutive week between September and December shall be scheduled for Parent-Teacher Conferences.

5. These conferences shall begin no earlier than one (1) hour after the students' dismissal time and shall run no later than the end of the teachers' work day. The building principal shall inform the parents of the scheduled time for such conferences. The teacher may leave the building following the last scheduled conference. This provision shall not apply under split sessions.

1. Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them and consistent with Board policies and procedures. For participation in field trips which extend beyond the teacher's in-school work day, monetary compensation shall be granted at the rate of ~~\$15.00 per hour~~—~~in 1988-89~~—~~and~~—~~1989-90~~—~~and~~ \$20.00 per hour, ~~in 1990-91~~—

M. Any anticipated change in the length of the school day shall

be negotiated with the Federation and incorporated in this Agreement.

1 In any double-session situation, the regular classroom teachers shall arrive twenty five (25) minutes before the start of the session, and at the end of the school day teachers will escort the students to the buses, commencing with the bus departure. Teachers may depart the present practice, in effect by the Board of Education as of October 24, 1979, will prevail for teachers reporting to school for thirty-five (35) minutes for duty personnel.

2 The classroom teacher for bus duty shall be paid (4) hours fifteen (15) minutes.

3 Parent teacher conferences in a split session situation shall be held during the regular learning session.

4 All teachers shall have at least one hundred and twenty (120) minutes per week prep time in a split session situation.

~~N During the 1987-88 and 1988-89 school years each teacher in grades K through 6 shall have at least one hundred sixty (60) minutes prep time per week during full session. Each teacher in grades 7 and 8 shall have at least two hundred (200) minutes prep time per week in split session.~~

~~L Effective with the 1989-90 school year, each teacher shall have at least two hundred (200) minutes prep time per week in full session.~~

~~2 Specialized in the field such as art, music, physical education, health and life science, health, pre- and in-~~

utilized as prep time.

O Teachers shall receive monetary compensation of \$15.00 per hour for the 1988-89 and 1989-90 school years and \$20.00 per hour for the 1990-91 school year for extracurricular activities such as art, music, curriculum council, homebound instruction, physical education and additional programs approved by the Board.

P The total in-school work year shall consist of not more than one hundred eighty-five (185) work days.

Q Each teacher shall have the responsibility to determine grades and other evaluations of pupils based upon the professional judgment of the teacher. In the event that a dispute arises regarding the validity of a grade, the teacher shall justify any grade in question. This right shall not contravene any legal rights of the Board or its agents.

R Any question or criticism by a supervisor or administrator of a teacher and his instructional methodology shall be made in confidence to the teacher.

S Each teacher shall be entitled to up to two (2) days per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature, more if approved by the principal. An optional written report may be submitted by the teacher.

T When, in the judgment of a teacher, a student requires the attention of the principal, a counselor, psychologist, physician, or other specialist, the teacher shall so inform his principal. The principal shall arrange as soon as possible for a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

year to each employee or, at the employee's option, one additional uniform.

K. The holidays for members of the bargaining unit shall be the same days as adopted in the School Calendar.

L. Seniority plus the ability to do the available work shall be the factors to be used for promotional positions.

### ARTICLE XI

## INSTRUCTIONAL AIDES, LIBRARY TECHNICIANS, AND PLAYGROUND/CAFETERIA AIDES WORKING CONDITIONS

A. As a condition of employment, employees are expected to attend assignments, the time necessary to meet their response bilines, but they shall not be required to "clock in" and "clock out" by hours, and in order. All employees shall indicate their presence for duty by placing their signatures in the faculty "sign in" register.

B. The total in-school workday for Instructional Aides and Library Technicians shall consist of no more than seven (7) hours. Instructional Aides and Library Technicians shall receive the same duty-free lunch period as provided to teachers in the buildings to which they are assigned. On days when an aide receives a thirty (30) minute lunch, the aide shall receive one (1) ten (10) minute break and one (1) fifteen (15) minute break. Lunch and break times are to be scheduled by the building administrator.

The regular in-school day for Playground/Cafeteria Aides shall be no more than four (4) hours. Playground/Cafeteria

Aides may, by agreement with their Principal, work additional hours on an as-needed basis at their regular hourly rate. Participation in field trips by Playground/Cafeteria Aides shall be compensated under Paragraph D below.

C. Instructional Aides and Library Technicians may leave the building without permission during their scheduled duty-free lunch periods.

D. For participation in field trips that extend beyond the employee's in-school workday, monetary compensation shall be granted at the rate of ~~\$7.50 per hour in 1989-90 and \$10.00 per hour in 1990-91~~.

E. Any anticipated change in the length of the school day shall be negotiated with the Federation and incorporated in this Agreement.

F. The total in-school work year shall consist of not more than one hundred eighty-five (185) workdays.

G. An Instructional Aide may consult with the teacher he/she works with during the teacher's prep time at the teacher's request upon the approval of the principal, based on the adequacy of aide coverage for the affected students. Such approval shall not be unreasonably withheld.

H. At least forty-eight (48) hours notice shall be given to all employees for after-school workshops, in-service and staff meetings, except in emergencies.

I. Instructional Aides and Library Technicians shall receive monetary compensation of ~~\$7.50 per hour for the 1989-90 school year and \$8.00 per hour for the 1990-91 school year~~ for any time required above seven (7) hours per day, for

leave days for the school year as of the first official day of said school year shall be as follows: they report for duty on that day

B. All twelve-month employees shall be entitled to twelve (12) sick leave days as of July 1 of each year whether or not they report for duty on that day

C. Unused sick leave days shall be accumulated from year to year with no determination limit

D. Employees shall be reimbursed for each accumulated sick leave day upon retirement in the event of the death of an employee, such reimbursement shall be paid to the estate of the employee. The reimbursement for each accumulated sick leave day shall be made on the following basis:

|   | <del>1988-89</del> | <del>1989-90</del> | <del>1990-91</del> |
|---|--------------------|--------------------|--------------------|
| Teachers                                    | <del>\$20.00</del> | <del>\$25.00</del> | <del>\$30.00</del> |
| Secretaries and Clerks                      | <del>\$10.00</del> | <del>\$12.00</del> | <del>\$15.00</del> |
| Cafeteria Workers                           | <del>\$12.00</del> | <del>\$14.00</del> | <del>\$16.00</del> |
| Instructional Aides and Library Technicians | <del>\$20.00</del> | <del>\$20.00</del> | <del>\$22.00</del> |
| Playground/Cafeteria Aides                  | <del>\$10.00</del> | <del>\$15.00</del> | <del>\$18.00</del> |
| Drivers and Transportation Aides            | <del>\$10.00</del> | <del>\$15.00</del> | <del>\$18.00</del> |

E. Unused personal days shall accumulate as sick leave

F. The Board shall give each employee a statement of accumulated sick leave on or later than September 15 of each year.

## ARTICLE XVI TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year

### A. Personal Leave

~~During the contract year 1988-89, the following provisions shall govern personal leave:~~

#### ~~1. Teachers~~

- ~~a. All teachers shall be allowed up to three (3) days, without loss of pay, for personal business during the school year. These days may not be accumulated except as specified below. Two (2) of these days may be taken without reasons or verification being given. The other one (1) day is subject to the limitations described in subparagraph b below~~
- ~~b. Personal business is defined as:
 
  - ~~1. Household emergencies~~
  - ~~2. Legal business~~
  - ~~3. Commencement or exercise of the teacher~~
  - ~~4. Religious observance~~
  - ~~5. Other extremely unusual commitment or emergency~~~~

~~c. Personal leave shall not be used for matters which can be scheduled outside of school hours, nor to extend holidays or vacations.~~

~~d. Notification of personal leave shall be filed with the Superintendent or his designee at least two (2) school days in advance of the contemplated absence. Upon return from personal leave, the teacher shall indicate the category for the leave in accord-~~



ance with subparagraphs a and b above, on a form provided by the administration. The category need be indicated for the "withheld" as well as days described in subparagraphs a above.

e. In an emergency, the Superintendent or his designee, upon being informed by the teacher of the nature of the emergency, may waive all restrictions and authorize an emergency personal day if satisfied that any of the restrictions above in a, b, c, d, e, f, g, h, i, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z, aa, ab, ac, ad, ae, af, ag, ah, ai, aj, ak, al, am, an, ao, ap, aq, ar, as, at, au, av, aw, ax, ay, az, ba, bb, bc, bd, be, bf, bg, bh, bi, bj, bk, bl, bm, bn, bo, bp, bq, br, bs, bt, bu, bv, bw, bx, by, bz, ca, cb, cc, cd, ce, cf, cg, ch, ci, cj, ck, cl, cm, cn, co, cp, cq, cr, cs, ct, cu, cv, cw, cx, cy, cz, da, db, dc, dd, de, df, dg, dh, di, dj, dk, dl, dm, dn, do, dp, dq, dr, ds, dt, du, dv, dw, dx, dy, dz, ea, eb, ec, ed, ee, ef, eg, eh, ei, ej, ek, el, em, en, eo, ep, eq, er, es, et, eu, ev, ew, ex, ey, ez, fa, fb, fc, fd, fe, ff, fg, fh, fi, fj, fk, fl, fm, fn, fo, fp, fq, fr, fs, ft, fu, fv, fw, fx, fy, fz, ga, gb, gc, gd, ge, gf, gg, gh, gi, gj, gk, gl, gm, gn, go, gp, gq, gr, gs, gt, gu, gv, gw, gx, gy, gz, ha, hb, hc, hd, he, hf, hg, hh, hi, hj, hk, hl, hm, hn, ho, hp, hq, hr, hs, ht, hu, hv, hw, hx, hy, hz, ia, ib, ic, id, ie, if, ig, ih, ii, ij, ik, il, im, in, io, ip, iq, ir, is, it, iu, iv, iw, ix, iy, iz, ja, jb, jc, jd, je, jf, jg, jh, ji, jj, jk, jl, jm, jn, jo, jp, jq, jr, js, jt, ju, jv, jw, jx, jy, jz, ka, kb, kc, kd, ke, kf, kg, kh, ki, kj, kk, kl, km, kn, ko, kp, kq, kr, ks, kt, ku, kv, kw, kx, ky, kz, la, lb, lc, ld, le, lf, lg, lh, li, lj, lk, ll, lm, ln, lo, lp, lq, lr, ls, lt, lu, lv, lw, lx, ly, lz, ma, mb, mc, md, me, mf, mg, mh, mi, mj, mk, ml, mm, mn, mo, mp, mq, mr, ms, mt, mu, mv, mw, mx, my, mz, na, nb, nc, nd, ne, nf, ng, nh, ni, nj, nk, nl, nm, nn, no, np, nq, nr, ns, nt, nu, nv, nw, nx, ny, nz, oa, ob, oc, od, oe, of, og, oh, oi, oj, ok, ol, om, on, oo, op, oq, or, os, ot, ou, ov, ow, ox, oy, oz, pa, pb, pc, pd, pe, pf, pg, ph, pi, pj, pk, pl, pm, pn, po, pp, pq, pr, ps, pt, pu, pv, pw, px, py, pz, qa, qb, qc, qd, qe, qf, qg, qh, qi, qj, qk, ql, qm, qn, qo, qp, qq, qr, qs, qt, qu, qv, qw, qx, qy, qz, ra, rb, rc, rd, re, rf, rg, rh, ri, rj, rk, rl, rm, rn, ro, rp, rq, rr, rs, rt, ru, rv, rw, rx, ry, rz, sa, sb, sc, sd, se, sf, sg, sh, si, sj, sk, sl, sm, sn, so, sp, sq, sr, ss, st, su, sv, sw, sx, sy, sz, ta, tb, tc, td, te, tf, tg, th, ti, tj, tk, tl, tm, tn, to, tp, tq, tr, ts, tt, tu, tv, tw, tx, ty, tz, ua, ub, uc, ud, ue, uf, ug, uh, ui, uj, uk, ul, um, un, uo, up, uq, ur, us, ut, uu, uv, uw, ux, uy, uz, va, vb, vc, vd, ve, vf, vg, vh, vi, vj, vk, vl, vm, vn, vo, vp, vq, vr, vs, vt, vu, vv, vw, vx, vy, vz, wa, wb, wc, wd, we, wf, wg, wh, wi, wj, wk, wl, wm, wn, wo, wp, wq, wr, ws, wt, wu, wv, ww, wx, wy, wz, xa, xb, xc, xd, xe, xf, xg, xh, xi, xj, xk, xl, xm, xn, xo, xp, xq, xr, xs, xt, xu, xv, xw, xx, xy, xz, ya, yb, yc, yd, ye, yf, yg, yh, yi, yj, yk, yl, ym, yn, yo, yp, yq, yr, ys, yt, yu, yv, yw, yx, yy, yz, za, zb, zc, zd, ze, zf, zg, zh, zi, zj, zk, zl, zm, zn, zo, zp, zq, zr, zs, zt, zu, zv, zw, zx, zy, zz.

1. Unused personal days shall accumulate as sick days for use under Article 7.7 of this Agreement.

## 2. Office Personnel

a. All office personnel shall be allowed up to three (3) days without loss of pay for personal business during the school year. If an employee is absent from the building principal without notification, these days are not cumulative, however, an unused day shall be converted to accumulated sick leave.

b. Requests for personal leave shall be filed with the principal or supervisor at least ten (10) school days in advance of the commencement of absence.

c. Personal days shall be granted unless unusual circumstances arise on the last five (5) days of school or the last five (5) days of vacation.

d. In an emergency, the principal, upon being informed by the employee of the emergency, may waive all restrictions and authorize an emergency personal day.

## 3. Custodians and Cafeteria Workers

a. Employees shall be allowed up to three (3) days without loss of pay for personal business during the school year. These days may be accumulated except as specified below:

1. Personal business is defined as:

- 1. Household emergencies
- 2. Legal business
- 3. Commencement exercise of the employee
- 4. Religious observance
- 5. Other extremely unusual commitment or emergency

c. Personal leave shall not be used for matters which can be scheduled outside of school hours, nor to extend holidays or vacations.

d. Notification of personal leave shall be filed with the Superintendent or his designee at least two (2) working days in advance of the contemplated absence. Upon return from personal leave, the employee shall indicate the category for the leave, in accordance with subparagraphs a, and b above, on a form provided by the administration.

e. In an emergency, the Superintendent or his designee, upon being informed by the employee of the nature of the emergency, may waive all restrictions and authorize an emergency personal day, if satisfied that any of the restrictions above approve an unpaid personal day shall accumulate as sick days.

~~Effective with the 1989-90 contract year, the following provisions shall govern personal leave.~~

1. All employees shall be allowed up to three (3) days, without loss of pay, for personal business during the school year, without reasons or verification. Unused personal days shall accumulate as sick days for use under Article XV of this Agreement.

2. Teachers, instructional aides, library technicians, play

B. No employee, on a matter of temporary leave shall, on the basis of such leave, be denied the opportunity to participate in the Educational District in the area of his/her certification or competence.

C. Any employee, while being an actual child shall receive a leave similar to that specified in A above, which shall commence upon his/her returning to the custody of said child, or earlier if one wishes to fulfil the requirements for the adoption.

D. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

E. Other leaves of absence, about pay may be granted by the Board for any reason.

F. An employee, and benefits to which an employee was entitled at the time his leave of absence commenced, including vacation and accumulated sick leave, shall be restored upon his return. He shall be assigned to the same position and, in the case of teachers, grade level which he held at the time said leave commenced if available or, if not, to a substantially equivalent position.

G. An employee shall be entitled to an unpaid leave of absence for up to one year.

H. All extensions or renewal of leaves shall be applied for and granted in writing.

I. Any teacher with six (6) years of service credit in the Barrengal School District may be granted sabbatical leave for the purpose of improving his educational background.

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Teachers shall receive one-half (1/2) their annual salary during a full year's sabbatical leave, or full salary during a half-year's sabbatical leave. Upon return, the teacher shall be granted the same grade level and the appropriate salary step.

### ARTICLE XVIII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### A. Teachers

1. The Board and the Federation support the principle of continuing training for teachers and the improvement of instruction. The parties further agree that each teacher shall fulfil the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.

2. Within any one (1) week, a teacher who shall so request shall be granted at least thirty (30) minutes of counseling with his immediate supervisor. Such meeting shall be scheduled within the teacher's workday and the teacher released from other duties therefor.

#### 3. Tuition Reimbursement

- a. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, conferences, in-service training sessions or other such sessions which a teacher is requested by the administration to take.
- b. Course tuition payment is limited to \$650.00 for the 1988-89 school-year and summer and \$700.00 for the 1989-90 and 1990-91 school years and summers.

1991-92  
1991-93

ployee, hereafter and hereinafter recruited, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

## ARTICLE XXVII

### DURATION

A. This Agreement shall be effective as of July 1, 1988 and shall continue in effect through June 30, 1991-1993

1991

B. In witness whereof, the Federation has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and attested to by its Secretary and its corporate seal to be placed hereon, all on the day and year written below.

E. Copies of this Agreement shall be printed, the expense to be borne jointly by the Federation and the Board of Education. The Agreement shall be distributed by the Board to all employees, Board members, and supervisory personnel.

F. Any notice required by either of the parties to this Agreement concerning the performance of the Agreement shall be in writing.

G. Employees required to use their own vehicles in the performance of their assigned duties shall be reimbursed for mileage and expenses of accordance with Board policy.

H. The Board agrees that there will be no reprisals of any kind taken against any member of the bargaining unit or any other employee of the Board or any other person who assisted the Federation in any way at the settlement of this Agreement. The Federation agrees that there will be no reprisals of any kind taken against any member of the Board or any employee of the Board or any other person who assisted the Board in arriving at the settlement of this Agreement. The parties agree that upon ratification of both, any legal proceedings pending out of these negotiations with the courts or with PEFIC will be immediately withdrawn.

BALDWIN FEDERATION OF TEACHERS      NATIONAL BOARD OF EDUCATION

Signature

Date

Signature

Date

Signature

Date

Signature

Date

**SCHEDULE A  
TEACHER SALARY GUIDES,  
DIFFERENTIALS, AND LONGEVITY**

BA LEVEL

| 87 Step 1987 | 88 Step 1988 | 89 Step 1989 | 90 Step 1990 |
|--------------|--------------|--------------|--------------|
| 1            | 21,400       | 23,500       | 26,400       |
| 2            | 21,400       | 23,800       | 26,700       |
| 3            | 22,100       | 24,100       | 27,000       |
| 4            | 22,100       | 24,500       | 27,500       |
| 5            | 22,700       | 24,800       | 27,800       |
| 6            | 22,700       | 25,300       | 28,200       |
| 7            | 23,300       | 25,600       | 29,000       |
| 8            | 23,300       | 26,100       | 29,800       |
| 9            | 24,000       | 26,900       | 30,700       |
| 10           | 24,000       | 27,300       | 31,700       |
| 11           | 24,600       | 27,800       | 32,700       |
| 12           | 25,200       | 28,600       | 34,700       |
| OG1          | 25,850       | 29,400       | 35,700       |
| OG2          | 26,500       | 30,200       | 36,700       |
| OG3          | 27,200       | 31,000       | 37,700       |
| OG4          | 28,550       | 31,800       | 38,700       |
| OG5          | 28,701       | 32,600       | 39,700       |
| OG6          | 29,312       | 33,400       | 40,700       |

Differentials: MA + 1 \$500

MA + 2 \$1,000  
MA + 3 \$2,000  
MA + 4 \$3,000

Longevity 1988-89 After 10 years \$500  
After 15 years \$600  
After 20 years \$700  
After 25 years \$800

Longevity: ~~4000.80.1988-89~~ After 10 years \$500  
After 15 years \$1,000  
After 20 years \$1,500  
After 25 years \$1,600

Increments at OGA, MA + 30 (1987 BA salary \$33,000), move to Step 17, MA + 40 in 1988-89 and remain there; salary is Step 17 of BA grade plus \$3,800 each year of contract

Grade steps will progress plus \$1 per year with grade movement as shown employees advance one step on the guide in 1989-90 and in 1990-91

**SCHEDULE B  
OFFICE PERSONNEL SALARIES,  
LONGEVITY, AND DIFFERENTIALS**

| Date   | 1987-88 | 1988-89 | 1989-90 | 1990-91 |
|--------|---------|---------|---------|---------|
| Hired  |         |         |         |         |
| 1976   | 15,500  | 17,800  | 19,600  | 22,000  |
| 1979   | 13,250  | 15,000  | 16,900  | 19,200  |
| 1981   | 12,205  | 14,000  | 15,800  | 18,000  |
| 1983   | 11,800  | 12,900  | 14,500  | 16,500  |
| 1985   | 10,050  | 11,500  | 13,000  | 15,100  |
| 1985   | 9,300   | 10,600  | 12,100  | 14,000  |
| 1987   | 8,000   | 10,300  | 11,800  | 13,700  |
| 1988   | 9,000   | 10,000  | 11,500  | 13,300  |
| How 88 |         | 10,000  | 11,500  | 13,300  |
| How 89 |         |         | 11,200  | 13,000  |
| How 90 |         |         |         | 12,700  |

Longevity, effective 7/1/88: ~~5 years \$300 per year~~  
After 10 years \$500 per year

Longevity, effective ~~2/1/88~~ After 5 years \$400 per year  
After 10 years \$600 per year

Differential: Principal's Secretary ~~1988-89~~ 1988-89 \$900  
~~1989-90~~ 1989-90 \$400

*Handwritten notes:*  
I will then make sure we have a copy  
Substitute language - see hand copy

SCHEDULE C

CUSTODIAL/MAINTENANCE SALARIES,  
LONGEVITY, AND DIFFERENTIALS

| Date               | 1987-88 | 1988-89 | 1989-90 | 1990-91 |
|--------------------|---------|---------|---------|---------|
| <b>Custodians:</b> |         |         |         |         |
| 1972               | 16,900  | 20,000  | 22,100  | 24,300  |
| 1977               | 16,900  | 18,700  | 20,600  | 22,800  |
| 1981               | 17,800  | 14,100  | 16,050  | 18,250  |
| 1983               | 11,100  | 12,500  | 14,350  | 16,550  |
| 1985               | 9,800   | 11,200  | 12,900  | 15,100  |
| 1986               | 6,125   | 7,025   | 8,050   | 9,500   |
| 1986               | 9,500   | 14,900  | 12,500  | 14,700  |
| 1987               | 9,500   | 12,600  | 12,150  | 14,350  |
| 1988               | 9,500   | 10,300  | 11,800  | 14,000  |
| 1988               | 9,500   | 10,300  | 11,800  | 14,000  |
| <b>New 88</b>      |         | 10,300  | 11,800  | 14,000  |
| <b>New 89</b>      |         |         | 11,500  | 13,700  |
| <b>New 90</b>      |         |         |         | 13,400  |
| <b>Maintenance</b> |         |         |         |         |
| 1976               | 18,000  | 20,000  | 22,100  | 24,300  |
| 1984               | 19,000  | 21,100  | 23,100  | 25,300  |
| 1987               | 12,500  | 14,100  | 15,950  | 18,150  |
| 1988               | 10,500  | 11,800  | 13,500  | 15,700  |
| 1988               | 16,900  | 18,700  | 20,600  | 22,800  |
| <b>New 88</b>      |         | 11,500  | 12,900  | 15,000  |
| <b>New 89</b>      |         |         | 12,500  | 14,700  |
| <b>New 90</b>      |         |         |         | 14,400  |

\*NOTE: As per past practice, the district has the option to hire outside maintenance personnel at a higher base rate if necessary.

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Longevity, effective 7/1/88:  
 After 5 years \$100 per year  
 After 10 years \$200 per year  
 After 15 years \$300 per year

Longevity, effective 7/1/90:  
 After 5 years \$200 per year  
 After 10 years \$300 per year  
 After 15 years \$400 per year

Differentials, effective 7/1/88:  
 Lead Custodian \$3,000 per year  
 Shift differential \$ .25 per hour  
 Black Seal \$400 per year

SCHEDULE D

CAFETERIA WORKERS  
SALARIES AND LONGEVITY

| Date          | 1987-88 | 1988-89 | 1989-90 | 1990-91 |
|---------------|---------|---------|---------|---------|
| <b>Hired</b>  |         |         |         |         |
| 1977          | 6.75    | 7.45    | 8.15    | 9.05    |
| 1983          | 5.65    | 6.25    | 6.95    | 7.85    |
| 1984          | 5.50    | 6.05    | 6.75    | 7.65    |
| 1985          | 5.10    | 5.85    | 6.55    | 7.45    |
| 1986          | 4.75    | 5.65    | 6.35    | 7.25    |
| 1987          | 4.75    | 5.45    | 6.15    | 7.05    |
| 1988          | 4.75    | 5.00    | 5.70    | 6.60    |
| <b>New 88</b> |         | 5.00    | 5.70    | 6.60    |
| <b>New 89</b> |         |         | 5.25    | 6.20    |
| <b>New 90</b> |         |         |         | 5.75    |

Longevity, effective 7/1/88:  
 After 5 years \$100 per year

Longevity, effective 7/1/90:  
 After 5 years \$135 per year

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*see hand copy*

### SCHEDULE E

#### AIDES SALARY GUIDES AND LONGEVITY INSTRUCTIONAL AIDES/LIBRARY TECHNICIANS

| 88 Step | Salary | 89 Step | Salary | 90 Step | Salary |
|---------|--------|---------|--------|---------|--------|
| 1       | 8,435  | 1       | 8,700  | 1       | 9,900  |
| 2       | 8,435  | 2       | 8,900  | 2       | 10,100 |
| 3       | 8,435  | 3       | 9,100  | 3       | 10,300 |
| 4       | 8,245  | 4       | 9,300  | 4       | 10,500 |
| 5       | 8,055  | 5       | 9,500  | 5       | 10,700 |
| 6       | 7,865  | 6       | 9,700  | 6       | 10,900 |
| 7       | 7,675  | 7       | 9,900  | 7       | 11,100 |
| 8       | 7,485  | 8       | 10,200 | 8       | 11,700 |
| 9       | 7,295  | 9       | 10,500 | 9       | 12,300 |
| 10      | 7,105  | 10      | 10,800 | 10      | 12,900 |
| 11      | 6,915  | 11      | 11,100 | 11      | 13,500 |
| 12      | 6,725  | 12      | 11,400 | 12      | 14,100 |
| 13      | 6,535  | 13      | 11,700 | 13      | 14,700 |
| 14      | 6,345  | 14      | 12,000 | 14      | 15,300 |
| 15      | 6,155  | 15      | 12,300 | 15      | 15,900 |
| 16      | 5,965  | 16      | 12,600 |         |        |

LONGEVITY - In the thirteenth year of consecutive service in the district, add to each year thereafter \$300 in addition to the regular salary.

*Handwritten:* 88 Rate 89 Rate 90 Rate  
8,435 9,100 9,900  
8,500 9,200 10,000

### SCHEDULE F

#### DRIVERS AND TRANSPORTATION AIDES SALARY GUIDES AND LONGEVITY

| 88 Step | 88 Rate | 89 Step | 89 Rate | 90 Step | 90 Rate |
|---------|---------|---------|---------|---------|---------|
| 1       | 6.50    | 1       | 7.25    | 1       | 8.25    |
| 2       | 6.75    | 2       | 7.50    | 2       | 8.50    |
| 3       | 7.00    | 3       | 7.75    | 3       | 8.75    |
| 4       | 7.25    | 4       | 8.00    | 4       | 9.00    |
| 5       | 7.50    | 5       | 8.25    | 5       | 9.25    |
| 6       | 7.75    | 6       | 8.50    | 6       | 9.50    |
| 7       | 8.00    | 7       | 8.75    | 7       | 10.00   |
| 8       | 8.25    | 8       | 9.00    | 8       | 10.50   |
| 9       | 8.50    | 9       | 9.25    | 9       | 11.00   |
| 10      | 8.75    | 10      | 9.50    | 10      | 11.50   |
| 11      | 9.00    | 11      | 9.75    | 11      | 12.00   |
| 12      | 9.25    | 12      | 10.00   | 12      | 12.50   |
| 13      | 9.50    | 13      | 10.25   | 13      | 13.00   |
| 14      | 9.75    | 14      | 10.50   | 14      | 13.50   |
| 15      | 10.00   | 15      | 10.75   | 15      | 14.00   |
| 16      | 10.25   |         |         |         |         |
| 17      | 10.50   |         |         |         |         |
| 18      | 10.75   |         |         |         |         |

LONGEVITY, effective 7/1/89  
After 15 years \$300 per year

*Handwritten:* new

BARNEGAT FEDERATION OF TEACHERS

BARNEGAT BOARD OF EDUCATION

Joanne Tuttle 2/24/92  
Signature Date

William W. Altman 2/24/92  
Signature Date

Ralph Horning 2/24/92  
Signature Date

Vanessa Lopez 2/24/92  
Signature Date