

AGREEMENT

between

**THE OCEAN TOWNSHIP BOARD OF EDUCATION
and**

**THE WARETOWN EDUCATION ASSOCIATION
for the period covering**

July 1, 2014 through June 30, 2015

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PREAMBLE

This Agreement entered into as of the first day of July, 2014 by and between the Board of Education of the Ocean Township, the City of Waretown, New Jersey, hereinafter called the "Board" and Waretown Education Association, hereinafter called the "Association".

ARTICLE 1

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certified teachers, assistants (instructional, media, lunch/recess), secretaries (except the Superintendent's Secretary), cafeteria staff (cafeteria worker, cafeteria cashier/worker) and custodians whether under contract, on leave, employed or upon employment by the Board, all full and part-time employees, excluding all supervisory employees within the meaning of the PERC Act.

B. Definition of "Teacher"

Unless otherwise indicated, the term "Teacher", when used hereinafter in this Agreement, shall refer to all certified teachers represented by the Association in the negotiating unit as listed in A. above.

C. Definition of "Secretary"

Unless otherwise indicated, the term "Secretary", when used hereinafter in this Agreement, shall refer to all secretaries represented by the Association in the negotiating unit as listed in A. above.

D. Definition of "Support Staff"

Unless otherwise indicated, the term "Support Staff", when used hereinafter in this Agreement, shall refer to all cafeterias staff, assistants and custodians represented by the Association in the negotiating unit as listed in A. above defined.

E. Definition of "Employee"

Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement, shall refer to all members of the bargaining unit listed in A. above.

F. References to male employees shall include female employees.

G. Headings

Headings to sections in the contract, which use the terms in B., C., D. or E. above limit section coverage to the cited sub-group(s).

H. A newly-hired employee in any position listed in A. above shall be excluded from coverage under Article 14, A., Article 17, B. and Article 17, C. until the 90th day after his/her first workday.

ARTICLE 2

MODIFICATION

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

ARTICLE 3

GRIEVANCE POCEDURE

A. Definitions

1. Grievance

A “grievance” is a complaint by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administration decisions and practices affecting an employee or a group of employees.

2. Aggrieved Person

An “aggrieved person” is the person or persons or the Association making the claim.

3. Party in interest

A “party in interest” is the person or persons making the claim and any person including the Association or the Board, who might be required to take action, might be taken in order to resolve the claim.

4. Immediate Supervisor

For the purposes of this Article, the “immediate supervisor” is the District employee to whom the employee or employees report. Custodians’ immediate supervisor is the Head Custodian. Cafeteria employees’ immediate supervisor is the Cafeteria Manager.

B. Purpose

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 employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth

herein may be reduced with mutual consent so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One – Principal or Immediate Supervisor

An employee with a grievance shall discuss the matter with his/her principal or immediate supervisor in an attempt to resolve it. If this discussion does not resolve the matter to the satisfaction of the employee, he/she may file a written grievance. In order to be timely, a written grievance must be filed within fifteen (15) days of the occurrence of the aggrieved matter. The principal or immediate supervisor shall respond in writing to a written grievance within seven (7) days of its receipt.

4. Level Two-Superintendent of Schools

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within seven (7) days, he may file the grievance in writing with the Superintendent within seven days of when the response was issued or when the response should have been issued whichever is sooner. The Superintendent shall acknowledge receipt of the grievance and schedule a conference with the affected party or parties of grievance and schedule a conference with the affected party or parties of interest at which time the Superintendent shall hear the position of the grievance and consider the relief sought. Within ten (10) days the Superintendent shall render his written decision to the aggrieved person or persons.

5. Level Three – Board Grievance

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered with ten (10) days after the presentation of the grievance, he may file the grievance with the Board Grievance Committee in writing within seven (7) school days of when the response was received or should have been received, whichever is sooner. The Grievance Committee shall respond to the grievance in writing within fifteen (15) school days

If either party believes a joint hearing would clarify the grievance, this hearing may be conducted by mutual consent of both parties. If a hearing is decided upon, the Board Grievance Committee may have an additional five (5) school days to render its decision.

6. Level Four – Arbitration

a. If Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within the time lines set forth in 5. above, it may submit the grievance to arbitration, within seven (7) days after the response was received from the Board Committee or should have been received, whichever is sooner.

b. Within ten (10) school days after such written, notice of submission to arbitration, the Board and the Association 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 PERC.

c. The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be final and binding upon parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's award.

d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.6.b. of this Article.

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

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, if at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved party and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C., 6 c. of this Article.

2. 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.

3. Grievance Forms

Forms for filling grievances, serving grievance notices, taking grievance appeals, and making grievance reports and recommendations, and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. Cost for preparation of said forms will be equally shared by the Association and Board.

ARTICLE 4

EMPLOYEE RIGHTS

A. Just Cause Provision

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, without just cause. Any such action assented by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

B. Required Meetings or Hearings

Whenever any employee is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position of employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. All suspensions will be in accordance with state statutes.

C. Criticism of Employees

Any criticism by a supervisor or administrator of an employee shall be made in confidence and not in the presence of students, parents and co-workers, except in an emergency.

D. Association Identification

No employee shall be prevented from wearing pins or other identification of membership in professional organizations.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association in response to reasonable requests from time to time all available public information.

B. Released Time for Meeting

Whenever an employee is required to appear for a grievance procedure and/or negotiations during scheduled working hours that time shall be without the loss of pay.

C. Use of School Buildings

The Association and its representatives may request the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified one (1) working day in advance of the time and place of all such meetings. In the event of conflicting schedules, alternate facilities, mutually agreed upon, will be used by the Association.

D. Use of School Equipment

The Association may request the right to use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs

necessitated as a result thereof. Request for use of school equipment will go through the Superintendent and will include fax, telephone and e-mail.

ARTICLE 6

WORK YEAR

A. Teachers

1. Ten (10) Month Personnel

The in-school work year for teachers employed on a ten month basis shall not exceed 184 days.

2. Definition of In-School Work Year

The in-school work year shall include those days when assigned pupils are scheduled for attendance and any other days(s) when teacher faculty attendance is mandatory.

3. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to the inclement weather.

B. Secretaries and Support Staff

1.

a. The work year for secretaries employed on a ten month basis shall be from September 1 to June 30. The work year for secretaries and support staff employed on a twelve month basis shall be from July 1 to June 30. Between the first day teachers' work and through the last day teacher's work, the secretarial calendar shall be the same as teachers.

b. During recess days, secretaries shall report to work only if called by their supervisor and he also is on the job. In the event that a secretary works on such a day, she shall be given another, mutually agreeable day off.

2. The work year for support staff employed on a ten month basis (including cafeteria staff, but excluding custodians) shall be from September 1 to June 30, when school is in session as established by the school calendar, not to exceed 184 days.

3. Inclement Weather

a. Secretaries shall report for work only if called by their supervisor and he also is on job.

b. Support staff will not report when there is a school closing except custodians.

c. If a staff employee comes to work on a regularly scheduled day on the school calendar and school is called off will be compensated for one hour.

4. Holidays

- a. Twelve month custodians shall receive the following paid holidays & ten month custodians shall receive the same holidays as 12 month custodians except for Independence Day

Independence Day	Christmas
Labor Day	New Year's Eve
Columbus Day	New Year's Day
NJEA Convention – 1 day*	Martin L. King Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Memorial Day
Christmas Eve	

*Effective July 1, 2000, one (1) floating holiday per custodian will replace "NJEA Convention – 1 day". A custodian must receive the written approval of the Superintendent in order to schedule such a day.

5. Vacation

- a. Twelve month employees shall receive:
 - 1. one week after first full year
 - 2. two weeks after two complete years of employment
 - 3. three weeks after ten complete years of employment
- b. Unless otherwise approved by the Superintendent, secretarial vacation will be taken during the summer months and arrangements will be made through the supervisor prior to June 30.
 - 1. Secretaries will be permitted to carry-over 5 vacation days.
- c. Custodians may take vacation any time during the year with the advanced, written approval of the supervisor and only such approval shall not be arbitrary.
- d. Vacation time must be utilized during the twelve (12) months after earned. Custodians may carryover five (5) vacation days into the next year only.

ARTICLE 7

WORK DAY

A. Teacher, Instructional and Media Assistants

1. Length of Day

The arrival and departure times for all teachers and instructional assistants shall be designated by the Chief School Administrator, however, their total in-school workday, defined in 2. shall consist of not more than six hours and fifty-five minutes, which shall include a duty-free lunch period as guaranteed to teachers under Section B. of this Article.

2. Arrival and Dismissal Time

The teachers', instructional assistants' and media assistants' in-class workday shall include an arrival time fifteen (15) minutes before the start of the pupils' day and a dismissal time ten (10) minutes after the pupils' day ends. Special permission may be granted for an earlier teacher, instructional assistant and media assistant dismissal time by the building principal.

3. Contact Time - Teachers

The daily teaching load for teachers shall not exceed six (6) hours of pupil contact, except during an emergency which shall be determined by the Chief School Administrator and Association on a mutual consent basis.

4. Release Time – Instructional Assistants and Media Assistants

Full-time instructional and media assistants shall be entitled each day one a.m. and one p.m. break not to exceed 15 minutes, the purpose of which shall be to complete clerical duties and for personal needs. Breaks will be mutually scheduled by the assistant and the teacher in charge and will be approved by the supervisor, in addition to their lunch period under 6. below.

5. Instructional Planning

Each teacher will prepare and conduct a weekly educational objective plan subject to review by the principal, one week prior to conduct as part of his/her “Plan Book”.

6. Lunch Periods

Full-day teachers and full-day instructional and media assistants shall have a daily duty-free lunch period equivalent in length of time to students’ lunch period. Teachers may be required to have lunch duty during one student lunch period.

a. On in-service days the secretaries/custodians will receive the same amount of lunchtime as the other staff.

7. Meetings

a. Evening Meeting

Teachers, media and instructional assistants may be required to attend no more than four (4) evening assignments or meetings each school year without additional compensation.

b. Faculty and Staff Meetings

Teachers and instructional assistants may be required to attend meetings held after the regular workday without additional compensation twelve (12) days per school year. Additional meetings may be held when needed with the mutual agreement of the Association and the Administration. There shall be a one and one-quarter hour limit on all such meetings except in an emergency situation.

8. Field Trips

Requests for approval of field trips will be submitted in a timely fashion.

9. Sign-In and Sign-Out

Each teacher shall record daily arrival and departure by placing an initial in the appropriate faculty sign-in, sign-out roster unless otherwise authorized.

10. Teachers shall not be required to remain in the classroom when a specialist is teaching in the class, at that time. This unassigned time shall be preparation time. Preparation time is defined as the preparation and evaluation of instructional activities and/or materials.
11. Each full-time teacher shall receive a minimum of 200 minutes of preparation time in any five (5) day, full-day work. Practices with respect to the utilization of prep time shall continue. In the event that the District goes into split sessions, this provision will become null and void. The parties will then bargain in good faith over the topic of preparation time.
12. Association president will not be assigned lunch duty.
13. Summer School
 1. Teachers: 20 hours of instruction and two (2) hours of preparation.
 2. Basic Skills Teachers: 10 hours of instruction and one (1) hour of preparation.
- B. Secretaries
 1. Full-time secretaries shall be required to work seven (7) hours twenty (20) minutes; five (5) days per week, inclusive of forty (40) minutes for lunch daily.
 2. Summer working hours shall begin the second full working day after the official close of school for pupils and end five (5) working days prior to the opening of school for pupils. No personal or vacation leave will be allowed during the five day period. During the summer working hour period, the workday shall be seven (7) consecutive hours per day, four (4) days per week, inclusive of one-half hour for lunch daily. Hours shall be between 7:00 a.m. and 3:00 p.m.
- C. Support
 1. Full-time custodians shall be required to work eight (8) consecutive hours, five (5) days per week, inclusive of one-half (1/2) hour for lunch daily. Hours shall be between 6:00 a.m. to 11:00 p.m. Part-time custodians will be required to work 19 hours per week.
 2. There shall be a summer work schedule for full-time custodians. During the summer working hour period, the workday shall be Nine (9) consecutive hours per day; four (4) days per week, inclusive of one-half hour for lunch daily. Hours shall be between 7:00 a.m. and 4:00 p.m.
 3. Cafeteria workers shall be required to work six (6) consecutive hours, five (5) days per week, inclusive of one-half hour for lunch daily. Hours shall be between 7:30 a.m. and 2:30 p.m. Part-time cafeteria workers will be required to work either 15 or 17.5 hours per week. Full-time cafeteria workers work year shall not exceed 184 days.

ARTICLE 8

EMPLOYMENT PROCEDURES

A. Previous Sick Leave Accumulation

Unused sick leave days accumulated prior to leave shall be restored to all employees returning from fulfilling Selective Service obligations or child-rearing leave.

B. Notification of Contract and Salary

1. Employees shall be notified of their building and salary on or before May 30. Teachers and instructional assistants shall also be notified of their class assignment(s) by that date. In the event

that changes in such schedules, class assignments are proposed after May 30, the Association and any affected employee shall be notified promptly in writing and, upon the request of the employee and the Association, the changes shall be promptly reviewed between the Superintendent, and the employee affected at his option a representative of the Association.

- C. All openings for summer school programs and Federal programs shall be publicized by the Superintendent indicating the position, qualifications, duties and rate of compensation.

- D. The president of the Association shall be notified by e-mail of any new employee hired or promoted who is covered by this contract. Such notification shall include the title and salary. This includes the return of an employee to the district. Such notification shall be made by providing the Association President with the board minutes within thirty (30) days of Board action.

ARTICLE 9

SENIORITY

- A. All secretaries and support staff dismissed due to a reduction in force shall be done in reverse order if hiring. All positions that become available will be filled in reverse order of dismissal.

- B. Support Staff
 - 1. Seniority will be based on the first day of employment. There will be a separate list for cafeteria staff; instructional assistants; media assistants; lunch/recess assistants; and, custodial staff.
 - 2. The seniority lists will be maintained by the Superintendent and will be kept current.
 - 3. Cafeteria – Absence of a Cafeteria Worker

In the event of a full-day absence of a cafeteria worker, the cafeteria cashier/worker shall be assigned the full-day position for the day.

- C. Notification of Non-Re-Employment

Any support staff who is not re-employed for the next school year must be notified prior to June 1st.

ARTICLE 10

SALARIES, SALARY PROCEDURES AND OTHER COMPENSATION

- A. Salaries and Hourly Rates

Teacher salaries are contained in Schedule A; secretaries' salaries are contained in Schedule B; custodians' salaries are contained in Schedule C, assistants' salaries are contained in Schedule D, cashier and lunch/recess aides' hourly rates are contained in Schedule E; and cafeteria workers' salaries are contained in Schedule F. Assistants holding a substitute certification will be reimbursed for the renewal fee.

- 1. The board will provide a minimum of ½ hour of time per run for transportation aides.

- B. Method of Payment

1. Ten month employees shall receive pay in twenty equal semi-monthly installments. Employees may utilize the First Financial Credit Union summer savings program.
2. Twelve month employees shall receive pay in twenty-four equal semi-monthly installments. The board will provide direct deposit paychecks.
3. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day. Night shift custodians shall receive their paychecks the night before their normal payday. Payday for night shift custodian's working days during the summer shall be the same as day-shift custodians.
4. Each employee shall receive his final pay on his last working day in June, provided he/she has completed end of the year administrative requirements.
5. For support staff employees, voucher pay will be received by July 15th.
6. Full time employees who work at least 20 hours and who do not use any sick or personal days and have perfect attendance will receive \$500.
7. Part-time employees who work a five day week and do not use any personal or sick days and have perfect attendance will receive \$200. at the end of the school year.
8. Payroll of all employees' option direct deposit. Direct deposit shall be into the Bank (s) of the employees' choosing.

C. Increments

Any ten-month employee employed for less than 92 workdays shall not receive credit on the salary guide for a full year's employment. Any twelve-month employee employed for less than 115 workdays shall not receive credit on the salary guide for a full year's employment.

D. Overtime

1. Secretaries and Support Staff

- a. Overtime will be paid at the rate of time and a half for all time worked over 40 hours a week prorated on the half hour in compliance with the fair labor standards practice.
- b. If a custodian is called in on a Saturday or holiday, he/she shall be guaranteed a minimum of two (2) hours work. The custodian shall be paid at time and one-half for any work performed on a Saturday, Sunday or holiday. Custodians shall be guaranteed a three (3) hour minimum on Sunday work. In addition to time and one-half on a holiday, the custodian shall receive an additional day off designated by the Administration. If there are full shifts available to custodians, such overtime will be assigned on a rotational seniority basis to available custodians. If a custodian turns down an assignment, the list will continue with the next name.
- c. If a secretary works on one of the following holidays, she/he shall be paid at time and one-half and shall receive an additional day off designated by the Administration:

July 4	Christmas Day
Labor Day	New Year's Eve
Thanksgiving	New Year's Day
Friday after Thanksgiving	Memorial Day
Christmas Eve	

- d. Overtime under a., b. and c. above shall not be pyramided.

2. Support Staff

- a. If support staff is required to attend a parent, supervisor or principal conference after regular hours, the support staff shall be reimburse on the existing hourly rate or according to Fair Labor Standards Act.
- b. Any authorized paid leaves of absence or paid holidays will not be deducted from overtime computations.
- c. Any support staff called in to work during a scheduled holiday will be at a rate of time and a half regular pay.
- d. All extra hours for all support staff shall be posted and will be given out in seniority order within each unit. Employees shall have the right to turn down over time without reprisal and then be offered to the next senior employee on seniority list. The Association president shall be given a current seniority list every September. If changes occur during the year, the board shall provide an updated list to the association president upon any new employment, resignation, or any change in the support staff.
- e. All staff OVERTIME checks for extra compensation shall indicate the hours worked and rate of pay on pay stub.

E. Traveling Expenses

Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school within the district per day shall be reimbursed for all such travel at the rate the prevailing State rate.

F.

- 1. The hourly rate for summer school teachers, homebound instructional teachers, writing team members, after-school detention duty, homework club, attendance at IEP meetings and after school advisor shall be increased as follows:

\$41.09 per hour

- 2. The hourly rate for an instructional assistant in the summer school will be \$21.80.

- G. Three (3) uniforms, safety shoes and winter work gloves will be provided to each custodian prior to September 1 of each year. The maximum Board cost for shoes shall be \$200 per pair, per year. Custodians are required to wear uniforms and safety hard shoes, steel not required, when on duty. In addition, one (1) set of foul weather gear and one (1) coat will be provided to custodians every five (5) years.

- H. All cafeteria workers will receive five (5) uniforms and one (1) pair of shoes per year. Authorization will be given to an eligible employee as soon as the Board authorizes the employee's hire.

ARTICLE 11

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding an employee made to a member of the administration by any parent, student, or other person, which does or may affect an employee, shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Superior

The Principal or immediate superior shall meet with the employee to apprise the employee of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Procedure

Step 1

In the event a complaint is unresolved to the satisfaction of all parties, the employee may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2

Any complaint unresolved under Step 1 at the request of the employee or the complainant shall be reviewed by the building principal or counterpart supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3

Any complaint unresolved at Step 2 may be submitted in writing by the complainant or the employee to the Superintendent or counterpart supervisor who shall forthwith forward a copy to the School Board or its designee and the complainant.

Step 4

Upon receipt of the written complaint, the Board or its designee shall confer with all parties. The employee shall have the right to be present at all meetings of the Board or its designee and the complaint pertaining to the complaint.

ARTICLE 12

TEACHER FACILITIES

A. Listing of Facilities

Each School shall have the following facilities:

1. A teacher's work area, containing adequate equipment and supplies to aid in the preparation of instructional materials;
2. An appropriately furnished room, which shall be provided as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff;
3. A private unlisted telephone in each faculty lounge for the exclusive use of teachers, strictly for school business, and all calls to be logged;

4. A serviceable desk, chair and filing cabinet for each classroom;
5. Well-lighted and clean teacher rest rooms separate from the students.

ARTICLE 13

SICK LEAVE

A. Teachers, Instructional and Media Assistants

All teachers, media and instructional assistants employed shall be entitled to twelve (12) 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 employees except teachers and instructional and media assistants employed shall be entitled to one sick day per month employed as of the first official day of said school year whether or not they report for duty on that day.

1. All **part-time** lunch/recess aides employed after July 1, 2005 will be entitled to (5) sick days each school year. All **full-time** cafeteria workers employed will be entitled to (12) sick days per year. All part-time cafeteria workers will be entitled to ten (10) sick days.

C.

1. A sick day or leave is defined as an employee's absence from duty and/or assignment because of personal disability due to illness or injury.
2. Absences for sickness beyond five (5) consecutive days shall be certified by the attending physician. Otherwise an appropriate pay deduction shall be incurred.
3. If an employee remains on the job more than one half (1/2) of his/her workday, then leaves because of illness, credit for a half day's attendance will be given and he/she must use a half sick day for the afternoon.

D.

1. Unused sick leave days shall be accumulated from year to year with no maximum limit. Unused personal days will be converted to sick days.
2. Employees shall be given a written accounting of accumulated sick leave days no later than the first Monday of October of each school year.

E. Retirement

1. Upon death or retirement, or medical disability as certified by a physician, or upon voluntarily leaving the district, qualified employees will be paid on the basis of all days accumulated to a maximum of one hundred and eighty-four (184) days based on salary guide after eight (8) years of service.

Eight through fifteen years	1/3 of sick leave paid
Sixteen and up	1/2 of sick leave paid

2. Any employee hired on or after July 1, 1988, shall be covered by the following provisions:

Upon death or retirement, or medical disability as certified by a physician, after fifteen (15) years of service to the District, qualified employees will be paid on the basis of all days accumulated to a maximum of one hundred and eighty-four (184) days. The per diem payment shall be as follows:

Teachers	\$75 per day accumulated (\$13,800 maximum)
Secretaries & Custodians, Instructional and media assistants, and Bus Assistants	\$50 per day accumulated (\$9,200 maximum)
Cafeteria workers	\$40 per day accumulated (\$7,263 maximum)

The Board shall make post-termination non-salary reduction contributions on behalf of all employees who retire employment and are eligible under Article 13 E 1 & 2 in the Agreement between the Ocean Township Board of Education and Waretown Association to 403(b) programs.

The Board **will not** permit any individual employee to have an option of receiving the equivalent amounts as compensation over \$3000. All contributions over \$3000 will be made directly to the employees 403(b) account.

The Board of Education agrees to make post-termination contributions for employees which include sick and vacation pay, based on a unilateral decision by the Board to make such contributions to employees 403(b) annuities or custodial accounts for a period of up to twelve months following retirement of employment as provided in the definition of "Includible Compensation" in IRC 403(b), in lieu of paying such amounts to employees, provided such contributions are not less than \$3000.

Payout will be made directly to the employees 403(b) account.

3. To benefit under 1. or 2. above, one must have at least thirty (30) days accumulated.

F. Sick Bank

1. There shall be a sick leave bank. Sick leave bank participation is voluntary. In order to participate, employees must make a decision within 30 days of mutual ratification of this Agreement.
2. In order to participate, eligible employees must have completed two years of employment. Bank in service, except for reduction in force, breaks time toward eligibility. Paid and Board-granted unpaid leaves to not constitute a "break in service."
3. Before days can be granted from the bank, all available paid leave days must be used. This includes sick leave, personal leave, family leave and vacation (for 12 month employees).
4. The Board of Education, on the recommendation of the Superintendent, shall determine whether to permit the use of sick bank leave.
5. The employee must file a written request to the Superintendent and demonstrate, through physicians' certifications, that the absence is due to an extraordinary and protracted illness or that the employee is required to be absent from work due to hospital confinement.

6. The Board of Education will determine whether or not to grant leave to employees under the sick bank leave, based upon the purpose of such leave and its assessment that the applying employee has not abused his/her sick leave in the past.
7. The judgments of the Board of Education are final and not subject to the grievance procedure and arbitration.
8. An eligible applicant may receive not less than five (5) days nor more than 25 days of such leave in any one year, minus the cost of a substitute. If the Board of Education grants an employee leave days under this sick bank provision, the cost of employing a substitute during the employee's absence will be deducted from the employee's daily salary in accordance with N.J.S.A. 18A:30-6.
9. All time granted by the bank qualifies as leave time under the Federal and State Family Leave Acts.
10. The bank shall be established by the contribution of two (2) sick leave days from each employee in the unit who voluntarily takes part in the program
11. Should the number of days available in the bank diminish to a point where the number is less than 30% of the number of participants in the bank; each participating employee will be asked to contribute one (1) additional sick leave day. Should a participating employee decide not to contribute, such action shall constitute a withdrawal from the bank's coverage and a loss of any sick leave days already contributed.

ARTICLE 14

TEMPORARY LEAVE OF ABSENCE

A. Personal Business

Absences for personal business shall be allowed only by the Superintendent or his representative designee. Application for approval must be submitted at least two (2) days in advance, or as soon as possible during an emergency, on the appropriate form of application.

1. A maximum of three (3) days may be approved in a given school year for personal business absence which are determined to be essential personal matters that cannot be cared for during non-working hours.
2. Except for the provisions of a. below, personal business days shall not be granted for any day which falls on a day immediately preceding or immediately following scheduled school holidays.
 - a. Up to three (3) employees, but no more than two (2) in any one unit position, may take an available personal business day on the day before or the day after a scheduled school holiday. Up to a maximum of four (4) personal business days may be taken on the day before or the day after a scheduled school holiday. No more than two (2) employees in any one unit position may take one of these available four (4) days. Four (4) personal business days constitutes the total number of available days for all unit personnel on both sides of a scheduled school holiday.
 - b. Leave under a. above shall be granted on a first come, first served basis.
 - c. An employee may only use one (1) day per year under a. above.
3. Within the discretion of Administration, personal business days shall not be granted for any day when the employee's absence may seriously hinder or interfere with the overall operation of the

school, for example (but not limited to) opening day, closing day, examination days, evaluation days, or report card days.

4. The maximum number of days for personal business, absence with full pay shall not exceed three (3) days of absence in a given year.
5. Absences other than approvable personal business which have not been authorized in advance will result in loss of a day's pay and/or disciplinary action recommended by the Superintendent to the Board of Education.
6. Personal business days shall not be accumulated from one school year to another as personal business days. All unused personal business day will be converted at the end of each year to accumulated sick leave.

B. Conference

Two days time allowance for the purpose of visiting other schools or attending meetings or conferences of an educational nature at the discretion of the administrator, or Board.

C. Death

1. Up to five (5) days at any one time in the event of death of an employee's spouse, child, parent, brother, sister and any other member of the immediate household.
2. Employees shall be granted up to Three (3) days at any one time in the event of death of an employee's grandparent(s), grandchild (ren), son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law.
3. Employees shall be granted up to one (1) day in the event of death of a relative outside the employee's immediate family as defined above. In the event of the death of an employee or student in the Ocean Township School District, the Superintendent shall grant to an appropriate number of employees sufficient time off to attend the funeral.

D. Good Cause

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

E. An employee shall be entitled to all existing benefits upon return from leave.

F. Extensions and Renewals

All extensions or renewals of leaves shall be submitted in writing and responded to in writing by the Board.

ARTICLE 15

EXTENDED LEAVES OF ABSENCE

A. International and Federal Programs

A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or services as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

B. Military

Military leave without pay shall be granted to any employee who is drafted into any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any employee who is so drafted in order to join him/her for the period of special training in preparation for duty overseas in combat zones.

C. Child Rearing Leave

1. Application for child-rearing leave shall be made by the employee to the Superintendent at least ninety (90) days prior to the anticipated birth of the child.
2. Child-rearing leave shall be granted to tenured teachers and to all other unit members who have been employed for at least three consecutive years for the balance of the school year (concluding June 30) in which the child is born and for one (1) additional full work year. "Work year" is defined as the entire period between July 1 and the following June 30 for twelve month employees and between September 1 and the following June 30 for the month employees. The eligible employee shall state whether he or she desires a leave solely for the balance of the school year in which the child is born or for that period and the additional full year. In the event that the employee is unable to determine at the time of initial application whether the additional full year of leave is desired, she/he may apply in writing for the additional year no later than the April 1 prior to the additional year.
3. Child-rearing leave shall be granted to non-tenured teachers for the balance of the school year (concluding June 30) in which the child is born. The provisions of 3. shall not be deemed to grant or extend a leave of absence to a non-tenured teacher beyond the end of the school year in which the leave is obtained.
4. Any eligible employee adopting an infant child shall receive leave pursuant to the terms of 2. and 3. Above which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for adoption. An eligible employee shall apply for said leave at least ninety (90) days prior to the anticipated date of custody if possible and, if not, as soon as practicable.
5. Nothing shall prevent the employee and the Board from agreeing that the employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board.
6. Ten month employees shall inform the Superintendent in writing by April 1 of her/his intention to return to work on the following September 1. Twelve month employees shall inform the Superintendent in writing by February 1 of her/his intention to return to work on the following July 1.
7. No teacher on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the District in areas of his/her certification.
8. Any pregnant employee will be deemed eligible for: 1) accumulated sick leave to the extent allowable; or, 2) to utilize accumulated sick leave commencing thirty (30) calendar days prior to the expected date of birth and continuing thirty (30) calendar days after the birth.

D. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason.

E. Benefits

An employee shall be entitled to all existing benefits upon return from leave.

F. Extensions and Renewals

All extensions or renewals of leaves shall be submitted in writing and responded to in writing by the Board.

ARTICLE 16

PROTECTION OF EMPLOYEE'S PROPERTY

A. Action before Board of commissioner

Whenever any action is brought against an employee before the Board or before the Commissioner 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.

B. Assault

1. Legal Assistance

The Board may give legal support and other assistance for any assault upon the employee while acting in the discharge of his/her duties.

2. Leave

When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

3. Reimbursement for Personal Property Damage

The Board may reimburse employees for the reasonable 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 within the scope of his employment.

4. Vandalism

The Board may reimburse employees for any loss of personal property due to vandalism committed on school property while said employee is on duty or attending a school function.

E. Reporting Assaults

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Board who shall comply with any reasonable request from the employee for information in the possession of the Board relating to

the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

ARTICLE 17

INSURANCE

- A. The Board shall provide health care insurance protection through the State Health Benefits Program.
- 1) The Board of Education shall provide a 125/Cafeteria Benefit Plan through Health Benefits Express. This is a voluntary option provided to every member. The member will pay an annual fee of \$1.10 to set up their plan and \$5.00/month to maintain. This option must be renewed July 1 of each year of the contract.
- B. If the Board withdraws from State Health Benefits in the future medical coverage will revert back to: Employees hired before July 1, 1996 shall receive such coverage at Board expense. An employee who desires to select any other insurance plan which is provided by the District may do so by paying the premium for the selected plan which is in excess of the POS premium at the same enrollment level. Employees who waive medical insurance under a private health care insurance company will receive 50% of the premium cost in two (2) installments. (January and June) They will establish a section 125 plan.
- C. A dental plan shall be provided for all employees on the salary guide. During the term of the 2014-2015 contracts, the Board shall absorb the full cost of this insurance.
- D. Beginning July 1, 1997, there shall be no separate prescription insurance offered. The Board shall, beginning July 1, 1997, reimburse eligible employees for the full difference between the prescription cost and the amount covered by their medical insurance. Prescriptions must come from participating pharmacies in the POS plan to be eligible. Reimbursement will be on a semi-annual basis and receipts will be required. Employees who choose not to participate in the POS plan and submit prescription costs to their major medical insurance will be reimburse for 10% of the prescription cost after applicable deductibles have been met. The parties agree to extend the agreement previously reached on payment/reimbursement of prescriptions.
- F. Employees hired after June 30, 1996, shall receive single coverage "POS" medical, dental, and prescription insurance at Board expense. Upon completion of three continuous years of employment they shall become eligible for the prevailing full-family coverage at Board expense. During his/her first three years of employment an employee may opt for full-family coverage by paying the difference in premium between single and full-family.
- G. Employees who retire on a service retirement may remain in insurance group plans at their own expense where such participation is allowed by the carrier. The retiree must immediately enroll in the desired coverage(s). A break in participation ends the retiree's participation in that coverage. The Business Office shall provide to each eligible retiree a list of the procedures with respect to participation.
- H. Description of Coverage

The Board shall provide to each employee a description of the health care insurance coverage provided under this Article, including a clear description of conditions and limits of coverage as listed above.

- I. In order to be eligible for coverage under A., B. and C. above, the employee must be regularly scheduled at least 20 hours per week.

ARTICLE 18
TUITION REIMBURSEMENT

- A. A teacher must receive a “B” in a Board-approved graduate course in order to be Eligible to receive tuition reimbursement.
- B. This course must be directly related to the field of education in order to be approved.
- C. Tuition reimbursed shall be \$685 per course under the 2014-2015 agreement.
- D. Maximum Board tuition contribution shall be \$10,271 per year under the 2014 – to June 30, 2015.
- E. Tuition reimbursement for instructional assistants will be at the county college rate must be pre-approved by the Superintendent and related to education. They must receive a grade of “B” or better. A maximum annual limit of two (2) courses per employee and a maximum of four (4) courses per unit a year.
- F. Tuition reimbursement for custodians, regarding acquisition of a black seal license and the cost of re-licensing of the black seal.

ARTICLE 19
DUES DEDUCTIONS

- A. Association Payroll Dues Deduction
 - 1. The Board agrees to deduct from the salaries of its employees dues for the Ocean County Education Association, the New Jersey Education Association or the National Educational Association and any other organization as said employees individually and voluntarily authorize the Board to deduct. 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 Association by the 15h of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
 - 2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- B. Local, State and National Services

The Board agrees to deduct from employees’ salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

ARTICLE 20
EVALUATION AND PERSONNEL RECORDS

A. Evaluation

1. Teachers

- a. All observations and/or evaluations of teacher performance shall be conducted openly by only those personnel certificated by the New Jersey State Board of Examiners, to supervise instruction.
- b. Non-tenure teachers shall be evaluated in accordance with law.

2. Secretaries and Support Staff

All observations and/or evaluations of secretary and support staff performance shall be conducted openly by only assigned district supervisors.

3. All employees

An employee shall be given a copy of any observation or evaluation at least one day prior to the related conference. He/she shall have the right to provide an addendum to the evaluation prior to signing.

B. Personnel Records

An employee may review his/her personnel record and request additions or deletions.

ARTICLE 21
MISCELLANEOUS PROVISIONS

A. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement of employees covered by this Agreement as established by the administration procedures and practices in force on said date, shall continue to be so applicable during the terms of this agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any benefit existing prior to its effective date.

B. Separability

In any provision of this Agreement or any application of this 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 to full force and effect.

C. Printing Agreement

Copies of this Agreement shall be printed at the mutual expense of the Board and Association after agreement on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

D. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter as the following addresses:

1. If by Association, to the Board at Wells Mill Road, Waretown, New Jersey 08758
2. If by Board, to Association at Wells Mill Road, Waretown, New Jersey 08758

ARTICLE 22
REPRESENTATION FEE

A. All School Employees

1. Purpose of Fee – If an employee does not become a member of the Association during any membership year (i.e. September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
2. Amount of Fee/Notification – At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by Association to its own members for the membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.

ARTICLE 22
DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 2014 and shall remain in effect through June 30, 2015.

B. Status of Incorporation

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

WARETOWN EDUCATION
ASSOCIATION

By Alison Pohlman
President

By Maria E. Learning

OCEAN TOWNSHIP
BOARD OF EDUCATION

By J. Annette Stride
President

By [Signature]

Secretary

Secretary

Dated: _____

Dated: _____

SCHEDULE A-1
TEACHERS' SALARY GUIDE
2014-2015

Salary Guide Step	BA	MA	MA+30
1	52,287	53,787	55,287
2	52,827	54,327	55,827
3	53,522	55,122	56,522
4	54,422	55,922	57,322
5	55,822	57,336	58,722
6	57,222	58,749	60,122
7	58,622	60,163	61,522
8	60,022	61,576	62,922
9	61,672	63,167	64,511
10	63,322	64,763	66,099
11	64,872	66,256	67,588
12	66,522	67,849	69,176
13	68,197	69,524	70,851
14	70,397	71,724	73,051
15	72,797	74,114	75,451

SCHEDULE B-1
SECRETARIES' SALARY GUIDE
2014-2015

Salary Guide Step	Admin	12 Month	10 Month
1	36,032	25,204	21,619
2	36,132	25,304	21,679
3	36,232	25,405	21,739
4	36,332	25,505	21,799
5	36,782	25,797	22,069
6	37,252	26,107	22,351
7	37,727	26,530	22,636
8	38,327	27,097	22,996
9	39,102	27,769	23,461
10	39,892	28,503	23,935

Any secretary hired new to the district will be given, at the Board's discretion, a salary according to their school experience not to exceed the salary of a secretary already hired with same experience.

Sub Caller: \$4,500.

Transportation Coordinator: \$4,000.

SCHEDULE C-1
CUSTODIANS' SALARY GUIDE
2014-2015

Salary Guide Step	Cust
1	32,446
2	32,546
3	32,651
4	32,760
5	32,876
6	32,992
Off 1	33,623
Off 2	36,930
Off 3	41,689

Anyone coming into the District will not be paid more than an employee in the District with the same years of New Jersey public school custodial experience.

Black Seal: \$1459 Night Shift: \$1459 Shoes: \$200

SCHEDULE D-1
ASSISTANTS' SALARY GUIDE
2014-2015

Salary Guide Step	Paras
1	20,426
2	20,526
3	20,626
4	20,841
5	21,041
6	21,261
7	21,546
8	21,871
9	22,196
10	22,521
11	22,946
12	23,446
13	24,216
14	24,986
15	25,756
16	26,541

Media Assistant differential: \$1100

Assistants holding substitute teacher certification shall receive a stipend of \$1100.

SCHEDULE E
CASHIER /LUNCH/RECESS AIDES' HOURLY RATES

2014-2015

Salary Guide Step	Café Hourly
1	13.81
2	13.91
3	14.02
4	14.13
5	14.24
6	14.39
7	14.54
8	15.02
9	15.51
Off 1	16.01
Off 2	16.48
Off 3	17.04

BUS AIDES: Bus aide's salary shall be \$15.00 per hour and shall remain there for the duration of this contract.

All cafeteria staff coming into the District will not be paid more than an employee in the District with the same years of New Jersey public school cafeteria experience.

SCHEDULE F – 2

CAFETERIA WORKERS' SALARY GUIDE

2014-2015

Salary Guide Step	Café
1	17,580
2	17,680
3	17,784
4	17,893
5	18,011
6	18,128
Off 1	19,625
Off 2	26,737

Cafeteria Assistant Manager Stipend: \$1,165

OFF – GUIDE:

Cafeteria worker who were off-guide in 2013-2014 will remain on the same step.

All cafeteria staff coming into the District will not be paid more than an employee in the District with the same years of New Jersey public school cafeteria experience.