UNION BEACH BOARD OF EDUCATION AND UNION BEACH EDUCATION ASSOCIATION

AGREEMENT

2013-2017

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PREAMBLE

This Agreement entered into effective the first day of July 2013, by and between the Board of Education of Union Beach School District, the Borough of Union Beach, New Jersey, hereinafter called the "Board" and the Union Beach Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and Association recognize and declare that providing a quality education for the children of the Union Beach School District is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching service, and WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and WHEREAS, the Board has an obligation, pursuant to CHAPTER 303, Public Laws 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and WHEREAS, the parties have reached certain understandings which they confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

SECTION I

ARTICLE I - RECOGNITION

A. The Union Beach Board of Education hereby recognizes the Union Beach Education
Association as the appropriate representative for negotiations concerning terms and
conditions of employment and grievances for regularly employed, full-time, part-time
professionally certificated personnel as well as full-time and part-time utility personnel
and all paraprofessionals, lunch aides, as well as secretaries. All other employees
including supervisory and confidential employees, administrators, and all other per diem
and part-time employees are excluded from this bargaining unit.

B. Definitions:

"Employee(s)" shall include all personnel in the bargaining unit. "Teacher(s)" shall include all professionally certificated employees. "Utility Employee(s)" and "Utility Staff" shall include all employees employed in any of the following position classifications: Unlicensed Utility, Licensed Utility, and Lead Person.

"Paraprofessionals" shall include all Educational Assistants and Instructional Assistants

in the bargaining unit. "Lunch aides" shall include all hourly lunch aides.

C. Sections

Section I and Section V of this agreement apply to all employees.

Section II of this agreement applies only to Teachers.

Section III of this agreement applies only to Utility Staff.

Section IV of this agreement applies only to Paraprofessionals and Lunch Aides.

Section V of this agreement only to Part-Time Certified Staff Section VI of this agreement only to Secretaries

ARTICLE II - GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this agreement or of a written board policy and/or administrative decision affecting negotiable terms and conditions of employment. All grievances must be submitted in writing and submitted in the format set forth in Appendix A-1. The Administration shall number the grievances in numerical order of filing by calendar year (*i.e.*, 01-13; 02-13, etc.)

B. Purpose

The purpose of this procedure is to resolve grievances at the lowest possible level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. <u>Procedure</u>

1. Time Limits

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

2. 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 shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Superior

An employee with a grievance shall first discuss it with the principal or immediate superior within fifteen (15) school days of said grievance, either directly or through the Association's designated representative with the objective of resolving the matter informally.

4. <u>Level Two - Superintendent</u>

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the discussion at Level One or ten (10) school days after the grievance was presented, whichever is sooner, the aggrieved may refer, within five (5) school days, the grievance to the Association which, within five (5) school days after receiving the written grievance, may refer it to the Superintendent of Schools.

5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent, the aggrieved may in five (5) school days request in writing that the Association submit the grievance to the Board of Education. The Board of Education shall within ten (10) school days hold hearing promptly and render a decision in writing not later than ten (10) days from the date of the close of the hearing.

6. Level Four - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, the aggrieved may, within five (5) school days after the decision by the Board or fifteen (15) school days after the grievance was

delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

- (b) The grievance procedure shall culminate in binding arbitration so far as the verbiage of the contract itself (except disciplinary matters) is concerned, and advisory arbitration for all other matters.
- (c) 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 the Public Employment Relations Commission in the selection of an Arbitrator.
- and the Association and hold hearings promptly and shall issue a 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 of the final statements and proofs on the issues which are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth 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 in violation of the

terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association.

(e) The costs for the services of the arbitrator shall be borne equally by both parties.

D. Right of Employees to Representation

1. Employees and Association

Any aggrieved person may be represented at all stages of the grievance procedure by him/her, or optionally, 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 employee or any other participant in the grievance procedure by reason of such participation.

E. <u>Miscellaneous</u>

1. <u>Group Grievances</u>

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person 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.

3. <u>Separate Grievance File</u>

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.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE III - ASSOCIATION RIGHTS

- A. The Association shall be notified of any change in Board policy relating to professional personnel.
- B. A committee of teachers will work with the administration to formulate a handbook of Board policy relating to the professional staff. This handbook will also include the negotiated contract for this year.
- C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the District according to law.

D. <u>Use of Facilities and Equipment</u>

- The Association and its representatives shall have the right to use school buildings
 at all reasonable hours for meetings. The principal of the building in question
 shall be notified in advance of the time and place of all such meetings.
- 2. Upon advance notification, the Association shall have the right to use school facilities and equipment, including typewriters, computers, duplicating equipment, calculating machines, and all types of audio-visual 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.

E. Agency Fee

- 1. Pursuant to the provisions of Chapter 310, P.L. 1967, and the Rules of the State Board of Education, the Board agrees to deduct from the salaries of employees association dues to include UBEA, MCEA, NJEA and NEA, and a non-member representation fee (as permitted by law).
- 2. The Association, as a majority representative of the employees, has requested as part of the contract the payment of a representation fee as provided in *N.J.S.A.* 34:13A-5.5(a).
 - a. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by the 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. Such fee shall be in the amount permitted by law and shall be paid and administered pursuant to the requirements of law.

b. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability (including liability for Court expenses and reasonable counsel fees) that may arise out of or by reason of any action taken or not taken by the Board or Administration, in conforming with this provision, except in cases involving the willful misconduct of the Board or its agents. The Board agrees that it shall give the Association timely notice in writing of any such claim, demand, suit or other form of liability in regard to which it may seek to implement this section of the contract. Both parties will cooperate with each other in the gathering of evidence, securing witnesses and all other aspects of the defense of any action or threatened action.

ARTICLE IV - ATTENDANCE AND ABSENCE

A. The time required for employees to be in school shall be established by the Administrator.

B. Absence

- 1. Any employee who expects to be absent on a given day must notify the proper person as designated by the Administrator as soon as possible but not later than 7:00 a.m. on the day he or she is to be absent. Whenever possible, the proper person should be notified the previous day. The person notified will then follow the regular procedure regarding substitutes.
- A signed statement must be filled out by each employee following each absence.
 This is for record purposes only and should be handed to the Principal.

C. <u>Tardiness</u>

All employees are required by the Board of Education to sign in personally on the
official attendance record book of their respective schools, showing the exact time
of all arrivals each morning and departures each afternoon.

2. Tardiness records shall be maintained by the Administrator and may be the basis of withholding salary increments and/or adjustments. Persistent tardiness may be penalized by a deduction from the employee's pay at the discretion of the Administrator.

D. Records

A record of attendance of all employees shall be kept during each school year by the main office.

E. Reports

An updated report will be furnished to each employee in September and at the end of the school year in June thereafter of all unused accumulated days.

F. Termination of Service

The salary of any employee shall terminate at the time of his or her discharge, resignation or death.

G. Sick Leave

Sick Leave is defined to mean the absence from one's post of duty because of personal disability due to illness or injury or because the employee has been excluded from school by the school district's medical authorities due to a contagious disease or of being quarantined for such a disease in his or her immediate household.

1. Certificate

A medical certificate must be furnished for all cases of illness or injury after three consecutive school days and may be required for each daily absence, otherwise a full salary deduction will be made. This certificate is to be presented to the Administrator upon the return of the employee to the school in the event of a questionable absence, with prior notice of administration concern.

2. <u>Misuse of Sick Leave</u>

A. The Superintendent shall provide written notice to any employee the Superintendent suspects is misusing, abusing, or has set a pattern of excessive

absenteeism through the use of sick days. This shall include, but not be limited to, employees utilizing sick leave the day before and/or after a school holiday or vacation period. Those employees shall be notified that in the event that they seek to utilize sick days before and/or after a school holiday or vacation period that they must return to the District with a physician's certification verifying their illness from those days. The determination as to which employees will receive the requirement for a physician's certificate by the Superintendent shall not be subject to the grievance procedure.

- B. Employees required to submit the physician's certificate under the terms of this Agreement shall bear the expense of supplying such certificate to the District.
- C. Certificates shall only be accepted from a licensed medical professional.

3. <u>Leave of Absence</u>

Leave of absence shall have no effect on accumulated sick leave. Sick leave is non-cumulative during leave of absence.

4. Paid leave entitlements and related provisions are detailed in Section II for teachers, in Section III for utility staff, in Section IV for educational assistants, and in Section VI for secretaries, clerk/bookkeeper.

ARTICLE V - SALARY CHECKS

- A. Upon the request of any employee prior to June 1st of each new contract year, salary checks will be issued to staff personnel twice each month during either (a) the ten (10) month school year, or (b) the twelve (12) month school year. Said payment arrangement shall remain in effect throughout the contract year.
- B. All salaries will have deductions made for social security, pension and annuity fund, withholding tax, and in the first year of teaching 1/2 of 1% for insurance.

- C. Additional optional deductions may consist of tax sheltered annuity, hospitalization and medical and surgical insurance, prepayment of loans when loans have been made from the Teachers' Pension and Annuity Fund, First Financial Teachers' Credit Union, or moneys dedicated to the purchasing of "back service".
- D. Direct deposit of payroll checks is mandatory.
- E. Employees shall receive pension credit for all appropriate time/hours worked by way of quarterly payments to the applicable pension system, provided that such payments are permissible by the state pension plans.
- F. All work responsibilities shall be completed and checklists submitted before final paychecks are issued to employees in June. For professional staff, all assigned responsibilities shall be completed for the school year by June 30.

SECTION II - TEACHERS ONLY

ARTICLE VI - WORK YEAR AND WORKDAY

A. Work Year

- 1. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required. The work year shall not be more than 184 days. For the 2015-16 and 2016-17 school years, only, the work year shall be 184 days. This provision shall sunset upon the expiration of this agreement. There shall be 181 instructional days (180 instruction days for the 2015-16 and 2016-17 school years, only. This provision shall sunset upon the expiration of this agreement) for teachers. Four (4) days shall be utilized for teacher workshops and inservice presentations toward the one-hundred-hour requirements for continuing education. This provision shall sunset upon the expiration of the agreement. All teachers required to work in excess of the contractual work year shall be compensated at the hourly rate of \$27.00 for each day or part thereof. In addition, teachers may be required to work up to 2.75 hours on two (2) evenings each year. Teachers so working shall be compensated at a rate of \$40.00 per evening.
- 2. New teacher orientation day shall be an additional workday for all newly hired teaching staff members to be held before all other staff is required to begin the year at no additional compensation.

B. Workday

1. The teacher workday shall be a maximum of six (6) hours and fifty-five (55) minutes. Teachers shall not be required to start their workday more than fifteen (15) minutes before the students' day starts, nor be required to remain more than ten (10) minutes beyond the students' dismissal. In addition to the above, it is

understood and agreed that all teachers shall be entitled to a lunch of at least forty (40) minutes duration.

In addition to the foregoing, teachers shall be assigned additional pupil coverage for fifteen (15) minutes in the morning before the start of the school day on a rotating basis. Such additional pupil coverage shall not extend the teacher workday as set forth above. Furthermore, such additional pupil coverage shall be limited to duty assignments and the scheduling shall avoid the assignment of all teacher additional duties on the same day, and such schedules shall be provided to the Association for review in advance of their implementation.

At the beginning of the teacher workday, those staff members assigned to the fifteen (15) minute daily duty shall supervise students. In addition, on those days when the building principal declares an inclement weather day, all other staff members shall be required to report to their classrooms early at the beginning of the teacher workday. It is expressly understood that teachers remain responsible for supervision of students only in their immediate area, except in the case of an emergency.

2. <u>Lunch Time Duty</u>

Teachers shall continue to be required to relinquish twenty (20) minutes of their lunch period on one day each week to provide lunch time supervision of students and may be required to provide lunch room or lunch time playground supervision on a second day each week.

Any teacher who provides more than one lunch time supervisory duty period in any week shall be compensated at a rate of \$24.00 per hour (\$8.00 per normal twenty minute lunch room or recess duty period.)

To the extent possible, teachers who volunteer for more than one (1) lunch time supervisory duty per week shall be assigned before other teachers are assigned.

- 3. All teachers shall be entitled to five (5) preparation periods per week. Teachers shall be entitled to three (3) individual forty (40) minute uninterrupted preparation periods per week; all other scheduled preparation periods may be utilized for other educational meetings with staff, parents, and/or administrators
- 4. All staff members shall be required to attend staff meetings one (1) day each month for a maximum of forty-five (45) minutes in length. The meetings shall begin no later than fifteen (15) minutes after the students are dismissed. The Association shall have the opportunity to share information relevant to all staff members prior to the close of the meeting.
- 5. Effective 2015-16 school year, teachers will be required to attend three (3) parent/teacher conference half (1/2) days and one (1) evening parent/teacher conference per school year.
- 6. All teachers shall be given written notice of their anticipated class/job assignment by June 15th. A list of all assignments shall be sent to the Association. In the event that changes are made after August 1st, the teacher shall be notified promptly in writing, and the affected teacher, along with the Association, will have the opportunity to review the changes with the building principal and superintendent. However, all decisions by the administration shall not be subject to the grievance procedure.

<u>ARTICLE VII - EVALUATIONS</u>

- A. Teacher Evaluations: Teachers and all certificated staff members will be evaluated as per the guidelines referenced in NJ Achieve.
 - a. The evaluation of teachers shall be in accordance with the guidelines developed by the State Department of Education. Teachers shall be informed of the district's evaluation policy by the district. Each teacher will have the opportunity to have at least one (1) conference with observer within three (3)

school days prior to any announced formal observations. This conference report does not need to be submitted as part of the observation and does not have to be long in nature. Tenure and non-tenured teachers will follow the schedule as directed by the guidelines of the Department of Education.

- b. Each formal observation shall concern itself solely with the function or the class observed. All formal observations shall be reviewed and signed by the teacher within ten (10) school days. All observations will be conducted by Board approved administrators. In the event an observation needs to be cancelled, the teacher will be notified by the administrator as soon as possible, and the observation will be rescheduled within two (2) school days.
- c. Evaluations shall be signed by the teacher to signify that he/she has been given the opportunity to read the observation or evaluation report. Signatures shall not be construed to indicate agreement with the observation or evaluation.
- d. If a teacher is dissatisfied with an observation or evaluation, he/she may make a written statement of response. It will be attached to the observation or evaluation and made part of the permanent file.
- e. The district shall not require teachers to submit to video tape or electronic evaluation or observation, there shall be no videotaping at any time. The use of eaves dropping, public address, cameras, audio system, and similar surveillance devices, including computer, email, Ipads and the like shall not be permitted for evaluation or observation. Other staff members shall not also be used as evidence in evaluation or observation.

B. Mentor Teachers:

All mentor teachers shall be trained and tenured. Mentor teachers shall be given an additional thirty (30) minute release time in the first and second marking periods for the sole purpose of observing and mentoring the novice teacher. The duration of the mentor

novice relationship should not exceed one (1) school year. All payments will follow state guidelines and district policy.

<u>ARTICLE VIII - TEACHERS SALARIES</u>

The salary guides for 2013-2014, 2014-2015, 2015-2016 and 2016-2017 are in Appendices "A-2" through "A-5" which are attached hereto and made a part hereof.

ARTICLE IX - HEALTH INSURANCE BENEFITS

- .A. <u>Health Insurance</u>: The District shall provide health insurance through the School Employees Health Benefits Plan (Direct 10). Effective July 1, 2015, the District shall provide NJ Direct 15 as the base health insurance plan.
 - B. The Board, when in its sole judgment deems it financially advantageous to do so, may change insurance carriers, subject to the following conditions:
 - The proposed new package shall, on balance, provide for benefits equal to or greater than School Employees Health Benefits Plan (Direct 15) in effect on July 1, 2015.
 - 2. The proposed change shall be submitted to the Association for review prior to implementation;
 - 3. The Association shall have a period of 30 days in which to review the proposed change prior to implementation; and
 - 4. All newly hired full-time employees shall receive employee-only coverage until the employee acquires tenure or commences the fifth year of employment, whichever comes first.
 - 5. Any modifications to health insurance contributions imposed by law shall be incorporated into the terms of the Collective Bargaining Agreement, upon adoption by the state or federal governments.
 - 6. Effective July 1, 2015, all eligible unit members shall be on Tier 3 health insurance deductions and effective July 1, 2016, all eligible unit members shall be on Tier 4 health insurance deductions. All deductions will be consistent with the

tables and terms of Chapter 78. All prior year contributions shall be dictated through the terms of the Memorandum of Agreement dated March 3, 2015 and State and Federal law. All future contributions shall be in accordance with State and Federal laws.

- C. Prescription Drug Card: The Board shall provide the School Employees Health Benefits Plan stand-alone prescription drug program for employees and their dependents. Only employees scheduled to work thirty (30) or more hours per week shall be eligible to enroll themselves and their eligible dependents. The prescription drug card program shall be in accordance with NJ Direct 15 deductibles and co-payments.
- D. <u>Dental Insurance</u>: The dental plan shall have a maximum benefit of \$1,500 per year and a \$50.00 annual deductible (\$100.00 per family) through the Delta Dental Premier Plan.

 Only employees schedule to work thirty (30) or more hours per week shall be eligible to enroll themselves and their eligible dependents in the program.
- E. The Board shall establish a plan, pursuant to the rules and regulations of the Internal Revenue Service, to permit eligible employees to waive medical/prescription insurance coverage in return for \$2,000 for single coverage, \$3,000 for husband/wife and parent/child coverage or \$5,000 for family coverage each year for medical coverage. In all instances reimbursement for waiving benefits is twenty-five (25%) percent of the Board savings or five thousand dollars (\$5,000), whichever is less. Employees shall submit acceptable proof of substitute coverage to the Board and Association prior to waiving the Board's coverage. Submission of proof and request for waiver must be completed on or before May 1, in each school year prior to waiver. Payments for waiver shall be made in two equal installments in January and June of the school year for which coverage is waived.

F. Upon retirement, employees, subject to the approval of the insurance carrier, may participate at their own expense in the health benefits offered to the Association. Any retired employees who elect to participate shall remit their premiums to the District twice a year, but at least thirty (30) days prior to the due date of the premiums as submitted by the Board to the carrier. The Board shall advise the Association within thirty (30) days of the start of the term as to the dates on which it must submit the semi-annual premiums to the carrier. It shall be the Association's obligation to notify individual retirees of the premium due date. Premiums are paid directly to the SNJ as a reduction in their pension check.

ARTICLE X - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of professional employees and the improvement of instruction.
- B. Upon receiving prior approval of the superintendent and the Board of Education approval when required, teachers may attend conferences and workshops in subject areas at Board expense.

C.

- 1. Teachers, who take post graduate course credits towards a degree at an accredited college or university, in areas of their teaching assignment, shall be reimbursed at a rate equal to 50 per cent of the current rate per credit hour at the College of New Jersey, but in no event greater than \$125 per credit hour.
- 2. Teachers who take credits at an accredited college or university at the request of the superintendent shall be reimbursed for the cost per credit hour and any other college assessed fees.
- 3. Courses must be approved in advance by the superintendent and a teacher must receive a "B" or better to be eligible for reimbursement, unless it is a "pass or fail"

- course. Official transcripts of the grade and proof of tuition cost paid must be submitted prior to any reimbursement.
- 4. Teachers earning the BA+30, MA or MA+30 will be eligible for movement on the guide annually providing notification and transcripts are submitted by September 1st. Courses will need to be post graduate towards a degree to be eligible for movement on the guide.
- 5. The Board, in its discretion, will budget a maximum of \$7,000 per year for tuition reimbursement.

ARTICLE XI - TEMPORARY PAID LEAVE

A. Sick Leave

- Teacher Sick Days: To be increased to 15 days per year, using the following guideline:
 - a. One (1) day added on the fourth year in the system.
 - b. One (1) day on the seventh year.
 - c. One (1) day on the tenth year.
 - d. One (1) day on the thirteenth year.
 - e. One (1) day on the sixteenth year.

Effective July 1, 2015, all unit members shall receive a total of twelve (12) sick days annually, and the above limits shall be eliminated.

- 2. Sick days shall accumulate without limit.
- 3. When a unit member's allowable sick leave has been exhausted for the current year, due to serious illness, additional sick leave may be granted by special action of the Board of Education. Such cases may also be considered for establishing a new allowable sick leave for the following year.
- Any full-time teacher who has completed a minimum of ten (10) years in the
 Union Beach School System and retires with the Board of Education and submits

a letter of retirement and is eligible to receive immediate retirement benefits through the State of New Jersey pension system, shall be paid one hundred and twenty dollars (\$120.00) per day to a maximum of one hundred and twenty-five (125) days for unused accumulated sick leave [maximum payment of fifteen thousand dollars (\$15,000)]. It is understood that this is not to be considered a death benefit and will not be paid to the heirs of those persons whose death occurs during the course of their employment with the Board of Education. This provision will not apply to any teacher who is dismissed under the laws of the State of New Jersey Title 18A:28, <u>et seq</u>. or any teacher who is reduced in force. Payments shall be made in two equal installments to the teacher's tax shelter annuity as follows: first payment to be made on or before June 30 of the school year in which the employee retires. The second payment shall be made the following June 30.

B. <u>Serious Illness in the Family</u>

A total of three (3) non-cumulative days per year will be granted by the Board for use as needed on account of the serious illness or injury of a teacher's parent, spouse, child, or member of his/her immediate household. These days will not be cumulative. A certificate from a licensed medical professional attesting to such illness or injury may be required at the discretion of the administration.

C. Court Involvement

If any teacher is a party to a suit, absence from school in connection thereto shall be without pay, unless upon the recommendation of the Administrator, the Board in its discretion shall determine otherwise.

D. Absence for Personal Reason(s)

- 1. A total of three (3) days personal leave shall be granted per year for personal business that cannot be handled outside of school hours, such as legal matters, house closings, household and family matters, marriage of relative or close friend and other reasons approved by the Administration. Such leave shall not be cumulative.
- 2. Application shall be made to the Principal or immediate Supervisor. Requests for leave must be made five (5) working days prior to the day requested except in cases of emergency. Notification of approval or disapproval will be given within two (2) working days of request.
- Personal leave will not be granted before or after a holiday or school vacation unless leave is for emergency purposes.
- 4. No more than two (2) members of the staff may receive the same day off for personal leave except in cases of emergency.
- 5. The superintendent has the discretion in all cases to approve or disapprove all requests for leave.

E. <u>Professional Days</u>

A total of two (2) non-cumulative days will be allowed for the purpose of attending workshops, conferences, training programs and school visitations out of the District, which have the approval of the Administrator.

F. Bereavement Leave

1. <u>Immediate Family</u>

Four (4) non-cumulative days absence will be allowed due to death in the teacher's immediate family. Such four (4) days may be taken at any time within fifteen (15) days of the date of death; provided, however, that in no event may such time be taken in more than two (2) blocks, each block consisting of at least one (1) day. Immediate family means parent, sister, brother, spouse, child, mother-in-law,

father-in-law, living anywhere or another person living in the employee's household.

2. Non-immediate Family

One (1) day will be allowed for the day of the funeral of a teacher's grandparent, grandchild, nephew, niece, aunt, uncle, cousin, sister-in-law, brother-in-law, daughter-in-law, or son-in-law not living in the teacher's household.

3. Other

Teachers may be excused the day of the funeral of other personnel, students or parents of students.

G. Perfect Attendance Bonus

The Board agrees to compensate teachers for **perfect** attendance only at the rate of \$300.00. This bonus shall be prorated for part-time teachers and shall not be available to any teacher who is absent for any day of the year or who is employed for less than a full year. Any unused personal leave shall be transferred to sick day bank.

ARTICLE XII - UNPAID LEAVES OF ABSENCE

A. <u>Disability Leave</u>

All employees that anticipate a period of disability should inform the Board of this anticipated absence two (2) months in advance.

B. Adoption of Infant Child

Leaves of absence, without pay, for the adoption of a preschool child may be granted to teachers who are under tenure, when application is made for a period of up to two (2) years, upon the application of the candidate. Application for the leave should be made not later than three (3) months before the anticipated custody of the child by the teacher.

C. <u>Maternity Leave or Child Care Leave</u>

Maternity leave or child care leaves for periods when the employee is not disabled may be granted at the Board's discretion.

1. The Board of Education recognizes that pregnancy-related disabilities must be treated like any other disabilities. Thus, during the month preceding and the month following childbirth, when the employee is presumed to be disabled, she will be entitled to sick leave benefits. Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee

- may receive additional sick leave benefits as cumulated in their sick day bank if she presents a physician's statement attesting to her continued disability.
- 2. The Board recognizes that pregnancy does not disable an employee. Thus, no employees will be required to take unpaid leaves of absence for pregnancy. The Board may, at its discretion, require periodic physician certification of the employee's continued fitness to perform her duties. A physician's certificate may be required for just cause during the one (1) month periods prior to and following birth, as the employee is presumed to be disabled during this period.
- 3. No teacher shall be required to neither leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between the childbirth and the desired date of return.
- 4. The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.
- 5. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et seq., the Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.
- 6. As the Board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave for pregnancy, prior to any actual disability, this employee will not be able to receive sick leave payments when disability does occur.
- 7. The Board may, at its discretion, not permit an extended unpaid leave if it would substantially disrupt the continuity of the educational process; especially if it would begin quite early in the school year and then continue for the duration of that school year. In such cases, should the employee agree to begin her leave at the start of the school year, the Board may exercise its statutory discretion to

nonetheless pay the employee a two (2) month disability; despite the requirement that to receive disability payments an employee must work until one (1) month before childbirth. Any teacher on maternity leave shall notify the Board prior to March 1st whether it is his or her intention to return to his or her teaching duty in the next school year.

- D. The Board agrees to allow a Leave of Absence without pay for any teacher serving in an elected public office.
- E. In case of leave of absence for any reason granted to a teacher, it shall be necessary for such teacher to notify the Administrator who shall inform the Board of Education on or before April 1st prior to expiration of such leave of absence whether he or she will return or will not return to his or her teaching position at the expiration of such leave of absence.

<u> ARTICLE XIII - TEACHER FACILITIES</u>

A standing Association committee shall meet with the Administration or the Board twice a year, for the purpose of maintaining suitable accommodations and faculty lounges.

ARTICLE XIV - TEACHER RIGHTS

- A. <u>Just Cause</u> No teacher be disciplined without just cause. It is further understood that constructive feedback or help offered a teacher is both a duty and responsibility laid on the building principal and/or supervisory staff by the Board of Education and the superintendent in order to help in professional growth and competence of a teacher and should not be interpreted as discipline or reprimand to the teacher involved.
- B. The Board agrees to keep all personnel files confidential. All files shall be handled in the following manner: all records pertaining to teacher evaluations, teacher performance, and other related materials shall be kept in one file in one central location. A teacher shall have the right to answer any material in his/her folder. Although the Board protects the

confidentiality of personal references, academic credentials, and other similar documents it shall NOT establish a separate folder not available to teacher inspection. A principal folder must be expunged by the end of the school year. Any documentation the principal would like to keep shall be placed in the personnel file with full knowledge of the employee.

- C. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel folder without just cause, and the teacher shall have the opportunity to review the material. The teacher shall have the opportunity to affix a signature to the copy before it is placed in his/her file. The signature is affixed with the expressed understanding that such signature in NO way indicates agreement with the material thereof; it is just an acknowledgement of the hard copy being placed in the file. The teacher will have a right to submit an answer to such material with forty-five (45) calendar days. This section shall not apply to teacher observations or evaluations. This will be reviewed by the superintendent and attached to the file copy. This shall not apply to teacher observations or evaluations or evaluations. If the employee refuses to sign, the document will reflect same and will be placed in the personnel file with "refusal" appropriately indicated.
 - D. If a charge against a teacher is found to be unjustified the charge and any related materials will be removed from the teacher's file and destroyed in the presence of the teacher or the teacher's designee.

ARTICLE XV - PROMOTIONS AND THE FILLING OF VACANCIES

All vacancies and promotional positions including specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the Federal Government, together with all openings for positions in summer school, federal projects and all other programs including non-teaching positions, for which teachers may be qualified and eligible, shall be publicized by the Administration in accordance with the following procedure:

- A. Whenever possible, a notice, including job title, will be posted at least seven (7) days before the date an application must be submitted. A copy of the notice will be given to the Association President at the time of posting.
- B. In case of summer positions, the job description should be posted as soon as possible, so that personnel may adequately plan their summer employment or schooling.
- C. All qualified teachers shall be given adequate opportunity to make applications; and no positions shall be filled until all properly submitted applications have been considered. Each teacher applicant not selected shall upon request receive an explanation from the superintendent. Announcement of appointments shall be made by posting a list in the office of the administrator and in the school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

SECTION III - UTILITY STAFF

ARTICLE XVI - WORK YEAR AND WORKDAY

A. Work Year

The work year for utility staff shall consist of a twelve (12) month period, commencing annually July 1 and ending June 30.

B. Workday

- Work Shift Eight (8) hours of work, including a fifteen (15) minute break, but exclusive of a thirty (30) minute lunch/dinner period, shall constitute a work shift.
 All utility employees shall be advised of a regular starting and quitting time.
- 2. <u>Time Sheets</u> Utility employees must sign their own time sheets or punch a time clock upon arrival and departure on each workday. Time sheets must remain in the school and shall be posted on the bulletin board in the utility personnel room or some other designated place.

C. Overtime

The supervisor of buildings and grounds will assign overtime to the utility employee upon approval of the superintendent. Overtime will be paid at time and one-half (1 ½) until funds in the budget account become exhausted, at which time overtime will be used as compensatory time off. Any utility person called in after a regular day of work or called in on a weekend for emergency purposes will receive at least two (2) hours of overtime. Payment schedule to be spelled out for each category on an hourly figure.

Payment of overtime shall be paid when an employee works in excess of forty (40) hours in any work week, however utilizing up to one (1) personal day per school year in the week shall still be eligible for overtime or effective January 5, 2016 one (1) paid holiday per school year in the week shall be eligible for the payment of overtime.

D. Miscellaneous

- 1. Under no condition shall a utility employee receive help from anyone who is not employed by the Board of Education.
- Visits by friends and others to buildings should be discouraged unless it is of an emergency nature.
- 3. Effective July 1, 2015, all utility staff members will be required to possess a Black Seal License. For those utility staff members employed before July 1, 2015 who have or subsequently obtained their black seal license, they will be eligible for the annual stipend.

ARTICLE XVII - SALARIES

The salary guides for 2013-2014, 2014-2015, 2015-2016 and 2016-2017 are in Appendices "B-1" which are attached hereto and made a part hereof.

ARTICLE XVIII - HEALTH INSURANCE BENEFITS

See Article IX.

ARTICLE XIX - TEMPORARY PAID LEAVE

A. Sick Leave

- 1. Twelve (12) month Utility Staff will be allowed twelve (12) days of paid sick leave per year.
- 2. Upon an employee's retirement after fifteen (15) or more years of service in the District, and be eligible to receive immediate retirement benefits through the State of New Jersey pension system, unused sick days shall be paid at the rate of fifteen dollars (\$15.00) for each accumulated unused day. Unused sick days accumulated on or after July 1, 1995 shall be paid at the rate of \$15.00 for each accumulated unused day.

B. Family Illness - A total of two (2) non-cumulative days shall be granted by the Board for use in cases of illness or injury of a member of the employee's immediate family (husband, wife, and children). A certificate from a licensed medical professional attesting to such illness or injury may be required at the discretion of the administration.

C. <u>Personal Days</u>

Three (3) personal non-cumulative days will be allowed for personal business only by permission of the supervisor of building and grounds. A written request must be made to the supervisor at least twenty-four (24) hours in advance of such absence.

D. Bereavement Leave

1. Immediate Family

Four (4) non-cumulative days will be allowed due to death in the utility employee's immediate family. Such four (4) days may be taken at any time within fifteen (15) days of the date of death; provided, however, that in no event may such time be taken in more than two (2) blocks, each block consisting of at least one (1) day. Immediate family means spouse, child, parent, brother, sister, mother-in-law, father-in-law, living anywhere, or another person living in the employee's household.

2. Non-immediate Family

One (1) non-cumulative day will be allowed due to death of the utility employee's grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother or sister-in-law, daughter or son-in-law.

3. Other:

Utility employees may be excused the day of the funeral of other personnel, students or parents of students.

E. Vacation

- 1. Vacation eligibility shall be determined as of July 1 of each year.
- Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.
- 3. The vacation entitlement shall be on the basis of the following:

District Service Completed as of July 1	Vacation Entitlement
at least 3 months	1 day
at least 6 months	2 days
at least 9 months	3 days
at least 1 year	5 days
at least 2 years	10 days
at least 7 years	15 days
at least 12 years	20 days

- 4. All Utility employees can carry over no more than five (5) vacation days converted to sick leave and shall not accumulate more than twenty five (25) days in their vacation bank. Days accumulated in the bank prior to July 1, 2005, shall be grandfathered.
- 5. All accumulated unused vacation days, except for those set forth below, shall be paid upon retirement from the Union Beach Board of Education at the rate of \$15.00 per day. This includes all "grandfathered" days accumulated by Diehl and Rinker under the terms of the Collective Bargaining Agreement.
- 6. Vacation days accumulated in the final year of employment, prior to retirement, shall be paid at the per diem rate for the individual employee. These days will be compensated at the per diem rate only in the event the employees are not permitted to utilize any of those days during the final year of their employment with the District.

F. Holiday Schedule

There shall be thirteen (13) paid holidays for the utility employees. Said holidays shall be mutually agreed upon each year. Effective July 1, 2015, utility employees shall be provided one (1) additional paid holiday for a total of fourteen (14) each year.

G. Good Attendance Bonus

Utility staff who are absent a total of two (2) days or less in any year pursuant to sick leave, personal leave, or serious illness in the immediate family shall be granted an additional two (2) vacation days for use in the following year; if absent a total of three or four days -- one (1) additional vacation day.

This bonus shall be prorated for part-time staff and shall not be available to any staff member who is absent on unpaid leave for any portion of the year or who is employed for less than a full year.

Effective July 1, 2014, this bonus is eliminated.

H. Inclement Weather

On days when the school is closed for a full day due to inclement weather, Utility staff employees shall be permitted to leave work upon completion of their work assignment, compensated for a full day provided they work a minimum of four (4) hours and have received the approval of their supervisor that their work has been completed.

ARTICLE XX - EMPLOYMENT AND JOB SECURITY

All new utility employees shall serve a probationary period of sixty (60) days. At the end of this period, the employee will be evaluated and, depending upon this evaluation, be either:

- A. Issued a yearly contract in accordance with State Law and have the probationary time added to his/her length of employment, or
- B. Relieved of his/her duties, or
- C. Granted an additional thirty (30) days' probationary period at the discretion of his/her immediate supervisor and the administration and the Board of Education.

ARTICLE XXI - UTILITY STAFF EVALUATION

- A. <u>Utility Employees</u> Newly hired utility employees shall be evaluated by their immediate supervisors once per month during the first three (3) months of service to be followed in each instance by an evaluation report and by a conference between the employee and his/her immediate supervisor for the purpose of identifying any deficiencies, extending assistance for their correction. All utility staff shall receive two (2) evaluations per school year. A utility employee shall be given a copy of the evaluation report.
- B. All monitoring or observation of the work performance of a utility employee shall be conducted openly as an ongoing process.

ARTICLE XXII - FACILITIES AND EQUIPMENT

- A. All utility employees where applicable shall be provided with the appropriate equipment necessary to do a high quality of work.
- B. <u>Uniforms</u> Five (5) full complements of uniforms are provided per person per school year (two (2) winter and three (3) summer).
 - 1. Winter jackets shall be supplied as needed upon request to the building and grounds supervisor who will then requisition same.
 - 2. Work shoes will be supplied A maximum of two hundred dollars (\$200.00) per school year will be allocated to be requisitioned by the district purchase through purchase order. Safety toed work shoes must be worn to work daily. The building and grounds supervisor has the authority to send an employee home if this rule is not adhered to. Such time lost shall be without pay.
- C. Foul Weather Gear The Board of Education shall make available to all members of the utility staff who work out of doors in inclement weather: (a) rubber boots, (b) slicker type jackets, (c) slicker type pants, and (d) winter weight water-proof gloves. This gear shall be maintained by the District.

- D. Utility employees will not be subjected to materials which may be harmful to their health.

 Protective masks and clothing shall be provided whenever any questionable materials are in use.
- E. Utility employees shall be required to wear requisitioned uniforms and work boots at all times while on their work shift. Vendor shall appear on site for uniform fitting.

<u>SECTION IV – PARAPROFESSIONALS</u> <u>ARTICLE XXIII - EVALUATION</u>

A. The district will define a paraprofessional as:

a. Instructional Assistant

highly qualified with college credits

b. Educational Assistant

highly qualified

The district will define Lunch Aides as hourly employees.

- B. A job description will be provided to all paraprofessionals and lunch aides. When such a job description is changed, a copy of the changed job description will be given to affected employees.
- C. The use of eavesdropping, public address, cameras, audio system, and similar surveillance devices shall not be permitted as a means of observation/evaluation.
- D. Employees shall be evaluated at least once per year.
- E. The evaluation form will contain criteria established by the District and shared with the employee prior to the evaluation. The evaluator may append evaluative comments supporting his/her assessment of performance.
- F. An employee shall be given a copy of any evaluation report prepared by his/her evaluators at least one (1) day before any consequences to discuss it. No such report shall

- be placed in the employee's file or otherwise acted upon without the employee having the opportunity for a conference with the evaluator within ten (10) working days of the observation.
- G. Any employee will be permitted to read and initial any letter of a negative or disciplinary nature which may be used to evaluate him/her prior to place same in his/her personnel file. This signature in no way indicates agreement with the contents thereof. An employee may write a statement expressing his/her point of view in regards to the above negative or disciplinary action within ten (10) school days after the employee was permitted to read and initial the original letter(s) of a negative to disciplinary nature. If the employee refuses to sign, the document will reflect same and will be placed in the personnel file with "refusal" appropriately indicated.
- H. The Board of Education shall establish only one (1) official personnel file for each employee.
- All paraprofessionals and lunch aides shall be given written notice of continued employment for the forthcoming school year by June 15th.

<u>ARTICLE XXIV – SALARIES/WORKYEAR</u>

A. During each year each Paraprofessional shall be paid at the salary rate set forth in Appendix C of this Agreement in installments of twenty (20) equal payments, for a workday which does not exceed 5.83 hours per day for one hundred eighty-two (182) days, including two (2) in service days for a workweek which hours of work shall be determined by the Administration in its discretion and consistent with student needs.

During teacher in-service days, Paraprofessionals will be required to attend two (2) in service days throughout the year. Administration will determine and provide the dates of both in service days that require attendance by all school aides.

Based on student need, any Paraprofessional hired for less than the 5.83 hours per day, will have an annual salary that will be prorated in installments of twenty (20) equal payments.

During each year each lunch/bus aide will be paid at an hourly rate as agreed upon in this agreement.

<u> ARTICLE XXV - HEALTH INSURANCE BENEFIT</u>

- A. Unless eligibility for participation on the basis of a shorter work week is mandated, Paraprofessionals and Lunch Aides must be scheduled to work thirty (30) or more hours per week in order to be afforded the option of enrolling in the District's basic Health Insurance Program.
- B. If the employee is eligible to participate in the Health Insurance Program, please see Article IX.

ARTICLE XXVI - TEMPORARY PAID LEAVE

A. Sick Leave

- Paraprofessionals and lunch aides shall be entitled to ten (10) sick days per year which are computed on an hour-by-hour basis. Sick leave shall be credited to paraprofessionals and lunch aides as of the first day of September of each school year and unused days shall accumulate for use, as needed, in subsequent years. Effective July 1, 2015 paraprofessionals and lunch aides shall be entitled to twelve (12) sick days per year.
- Upon an employee's retirement after fifteen (15) or more years of service in the District and be eligible for retirement with the State of New Jersey pension, unused sick days accumulated on or after July 1, 1995 shall be paid at the rate of

\$7.00 for each accumulated unused day for retirements during the 2013-2014, 2014-2015, 2015-2016 and 2016-2017 school years.

B. Bereavement Leave

- Immediate Family: Four (4) non-cumulative days will be allowed due to death in the paraprofessional/lunch aide's immediate family. Such four (4) days may be taken at any time within fifteen (15) days of the date of death; provided, however, that in no event may such time be taken in more than two blocks, each block consisting of at least one day. Immediate family means spouse, child, parent, brother, sister, mother-in-law, father-in-law, living anywhere, or another person living in the employee's household.
- 2. <u>Non-immediate Family</u>: One (1) non-cumulative day will be allowed due to death of the paraprofessional/lunch aide's grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother or sister-in-law, daughter or son-in-law.
- Other: Paraprofessional/Lunch Aide may be excused the day of the funeral of other personnel, students or parents of students.
- C. <u>Personal Day</u> Paraprofessionals/Lunch Aides shall receive three (3) non-cumulative personal days per year, with pay, based upon the scheduled workday rate of pay.
 - D. <u>Professional Day</u> Paraprofessionals/Lunch Aides shall be permitted to participate in a professional day in to complete any state mandated training.
- E. Inclement Weather -- Any shortened workday due to inclement weather or other emergency shall not result in a loss of pay for Paraprofessional/Lunch Aides, provided that the employee shall work the time lost at other times as mutually agreed to between the employee and Administration. Effective July 1, 2015, this provision is eliminated.
- E. Family Illness Two (2) non-cumulative days per year shall be granted by the Board for use in cases of illness or injury of a member of the employee's immediate family (husband, wife, and children). A certificate from a licensed medical profession attesting to such illness or injury may be required at the discretion of the administration.

ARTICLE XXVII - PROFESSIONAL DEVELOPMENT

If the District mandates that any course be taken by a paraprofessional/lunch aide, the full cost of such course, including tuition, fees, supplies, etc. shall be paid by the District.

ARTICLE XXVIII - BREAKS

Paraprofessionals/Lunch Aides who are scheduled to work more than three (3) and less than four (4) continuous hours shall be entitled to one (1) ten (10) minute break.

SECTION V - PART-TIME CERTIFICATED STAFF

Except for salary, longevity, and medical/health insurance benefits, all other benefits provided full-time teacher shall apply to part-time certificated staff on a pro-rated basis.

Unless eligibility for participation on the basis of a shorter work week is mandated, Part-Time Certificated Staff must be scheduled to work thirty (30) or more hours per week in order to be afforded the option of enrolling in the District's basic Health Insurance Program.

SECTION VI - SECRETARIES

ARTICLE XXIX - EVALUATION

- A. A job description will be provided to all office staff, secretaries and clerical aides.
 When such job description is changed, a copy of the changed job description will be given to affected employees.
- B. The use of eavesdropping, public address, cameras, audio system, and similar surveillance devices shall not be permitted as a means of observation/evaluation
- C. Employees shall be evaluated at least once per year between the months of September and May.
- D. The evaluation form will contain criteria established by the district and shared with the employee prior to the evaluation. The evaluator may append evaluative comments supporting his/her assessment of performance.
- E. An employee shall be given a copy of any evaluation report prepared by his/her evaluators at least one (1) day before any consequences to discuss it. No such report shall be placed in the employee's file or otherwise acted upon without the employee having the opportunity for a conference with the evaluator within ten (10) school days of the observation.

<u> ARTICLE XXX - PERSONNEL FILE</u>

A. Any employee will be permitted to read and initial any letter of a negative or disciplinary nature which may be used to evaluate him/her prior to placing same in his/her personnel file. The signature in no way indicates agreement with the contents thereof. An employee may write a statement expressing his/her point of view in

regards to the above negative or disciplinary action within ten (10) school days after the employee was permitted to read and initial the original letter(s) of a negative or disciplinary nature. If the employee refuses to sign, the document will reflect same and will be placed in the personnel file with "refusal" appropriately indicated.

B. The Board of Education shall establish only one (1) personnel file for each employee.

ARTICLE XXXI - WORK YEAR

The 12-month work year shall commence July 1st and end June 30th.

ARTICLE XXXII - WORKDAY

The normal workday shall last seven (7) hours: 8:00 a.m. to 4:00 p.m. (1 hour lunch). Alternate hours may be arranged with the employee's supervisor.

Summer Hours: Beginning the first day after school ends for students through August 31st, employees will work a six (6) hour day from 8:00 a.m. to 2:00 p.m. (no lunch).

<u>ARTICLE XXXIII - OVERTIME</u>

When it is necessary for an employee to work beyond the normal workday, the secretary will be compensated on an hourly basis of their contracted rate. The rate will be straight time based upon a forty (40) hour week and time and one-half (1 ½) for hours worked beyond forty (40) hours per week. All overtime must be pre-approved by the employee's supervisor.

ARTICLE XXXIV - HOLIDAYS

Same as those afforded the teaching staff during the school year, plus Independence Day and Labor Day.

ARTICLE XXXV - VACATIONS

Vacation time accrues pro-rata to the employee as follows:

Two (2) weeks after one (1) year of contracted time in the District
Three (3) weeks after seven (7) years of contracted time in the District
Four (4) weeks after fifteen (15) years of contracted time in the District to a maximum of twenty (20) days.

Vacation requests are made to the employee's supervisor; notification of approval or disapproval will be given within two (2) "working" days of request. Upon signing of the contract, individuals currently employed with prior part-time service in the District will be given credit, (2 years part-time* is equal to 1 year full-time), toward the above vacation schedule.

Vacation shall be credited each July 1st. If an employee's start date is other than July 1st, vacation shall be pro-rated for the first year as of July 1st, and then credited each year on a yearly basis.

*Part-time employment consists of any position in which the employee was employed by the Union Beach Board of Education.

Upon termination or retirement of any secretary hired on or before July 1, 2010, they shall be paid for any unused vacation days at the per diem rate of 1/260 of the final salary at the time of termination.

ARTICLE XXXVI - HEALTH BENEFITS

See Article IX.

ARTICLE XXXVII - LONGEVITY PROVISION

After twenty (20) years of contracted service in the District, five hundred dollars (\$500) will be added to the employee's contracted salary each year beginning in the 21st year. Part-time service does not count toward longevity for any secretary. Effective July 1, 2015, employees shall no longer be entitled to longevity payments, however, any employee securing longevity on this date shall continue to receive such payment until employment is discontinued.

ARTICLE XXXVIII - SICK DAYS

- A. Sick days are cumulative and accrue pro-rata to the employee as follows:
 - Twelve (12) days per year for twelve (12) month employees (one per month).
- B. Any secretary contracted before July 1, 2002 shall receive credit for sick days earned as a part-time employee. Any secretary contracted as of July 1, 2002 and forward shall not receive credit for sick days earned as a part-time employee.
- C. After serving ten (10) contracted years in the District, an employee will be paid for each unused (up to 125 days), accumulated sick day, upon the employee's retirement from the

District and be eligible for retirement with the State of New Jersey pension, at a rate of \$60 per day.

ARTICLE XXXIX - PERSONAL DAYS

A total of three (3) non-cumulative personal days shall be granted per year for personal business that cannot be handled outside of school hours. Personal day requests are made to the employee's supervisor; notification of approval or disapproval will be given within two working days of request.

ARTICLE XL - FAMILY ILLNESS

A total of three (3) non-cumulative days shall be granted per year for use as needed on account of the serious illness or injury of the employee's parent, spouse, child, or member of the employees' immediate household. A certification from a licensed medical professional attesting to such illness may be required at the discretion of the administration.

ARTICLE XLI - BEREAVEMENT LEAVE

- A. A total of four (4) non-cumulative day's absence will be allowed due to the death in the employee's immediate family. "Immediate" means parent, sister, brother, spouse, child, mother-in-law, father-in-law, living anywhere or another person living in the employee's household.
- B. One (1) non-cumulative day will be allowed for the day of the funeral of employee's grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, or daughter-in-law not living in the employee's household.

ARTICLE XLII - WORKSHOPS

The employee may attend two job-related workshops during the year at a total cost not to exceed two hundred (\$200). The employee will be reimbursed for mileage at the District rate. Prior approval by the supervisor and Board of Education is required.

ARTICLE XLIII - TENURE

Tenure is acquired when a secretary commences her first day of his/her fourth year of full time contracted employment.

ARTICLE XLIV - ELIMINATION OF A SECRETARIAL POSITION

In the event a secretary's position is eliminated, said secretary's contracted years of service and qualifications shall entitle him/her to assume a position currently filled by a secretary with less contracted time in the District. This would be done with the approval of the Board of Education.

ARTICLE XLV - SUBSTITUTE CALLER

The Substitute Caller position shall be posted each year. The secretary will be chosen by the principal. The stipend is two thousand (\$2,000.00) dollars per year.

ARTICLE XLVI - EVENING HOURS

When the need arises for a secretary to work in the evening, i.e., P.M. Conferences, Back-to-School Night, etc.; the secretary will be paid fifteen (\$15.00) dollars per hour. The position will be posted and the secretary will be chosen by the principal.

SECTION VII

ARTICLE XLVII - MISCELLANEOUS PROVISIONS

If any provision of this Agreement or application of this Agreement by 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. All other provisions or applications shall continue in full force and effect.

ARTICLE XLVIII - DURATION

- A. This Agreement shall be effective as of July 1, 2013 and shall continue in effect until June 30, 2017. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective secretaries.

UNION BEAC	Ή
EDITOATION	ACCOCIATION

UNION BEACH BOARD OF EDUCATION

Jean Watson,

President

By: /

Gileon E Ertle Roard Secretary

Florence Byrne,

President

ecretary

APPENDIX A-1 - GRIEVANCE FORM

ance Number _		School Year	
e of Grievance		ssignment	Date Filled
II			
Date cause of	grievance occurre	ed	
1.	Statement of Gri	evance	
2.	Violates: Article	Section	Number
3.	Relief sought		
		pal:	
	S	Signature of Principal	Date
Position of C	drievant:		
		Vithdrawn be Pursued - Association be Pursued - by Grievant	
Position of A		Signature of Grievance	
	_	Authorized Association Si	gnature Date

LEVEL II

Disposition by Superintendent Signature Position of Grievance and/or Association Signature Date VEL III Date received by Board of Education Disposition by Board of Education Signature-President / Vice-President Board of Education Position of Grievance and/or Association	Date received by Su	perintendent of Schools	
Position of Grievance and/or Association Signature Date Date Disposition by Board of Education Disposition by Board of Education Signature-President / Vice-President Board of Education			
Signature Date Description Date		Signature	Date
Date received by Board of Education			
Date received by Board of Education		Signature	Date
Disposition by Board of Education Signature-President / Da Vice-President Board of Education	EL III		
Signature-President / Da Vice-President Board of Education	Date received by B	oard of Education	
Signature-President / Da Vice-President Board of Education			
Vice-President Board of Education			
Position of Grievance and/or Association		Vice-President	Date
	Position of Grieva	nce and/or Association	
Signature D			Date

LEVE	<u>EL IV</u>
A.	Date submitted to Arbitration
В.	Date List of Arbitration Requested
C.	Date List of Arbitrators Received
D.	Date Arbitrator Selected
E.	Date Arbitration Proceedings Begin
F.	Date Arbitration Proceedings Finish
G.	Disposition of Arbitrator and Award, If Any
 	

Date

Signature of Arbitrator

APPENDIX – A-2: SALARY AND OTHER WAGE COMPENSATION FOR TEACHERS 2013-2014

Salary Guide				
Step	ВА	BA+30	MA	MA+30
1	45,405	46,505	51,605	53,705
2	46,160	47,282	52,484	54,626
3	46,927	48,072	53,378	55,562
4	47,706	48,874	54,286	56,514
5	48,025	49,193	54,605	56,833
6	48,418	49,585	54,997	57,226
7	49,267	50,435	55,846	58,075
8	50,328	51,496	56,908	59,137
9	51,771	52,939	58,351	60,579
10	54,222	55,390	60,802	63,031
11	56,779	57,947	63,359	65,588
12	59,444	60,610	66,023	68,251
13	62,214	63,381	68,793	71,022
14	65,195	66,363	71,775	74,004
15	68,390	69,557	74,969	77,198
16	71,796	72,964	78,375	80,603
17	75,415	76,582	81,994	84,223
18	79,246	80,414	85,826	88,055
19	83,289	84,457	89,869	92,097

Effective July 1, 2015 there will no longer be a \$300.00 additional increment allowed at tenure step.

APPENDIX – A-3: SALARY AND OTHER WAGE COMPENSATION FOR TEACHERS 2014-2015

Salary Guide				
Step	ВА	BA+30	MA	MA+30
1	45,405	46,505	51,605	53,705
2	46,160	47,282	52,484	54,626
3	46,927	48,072	53,378	55,562
4	47,706	48,874	54,286	56,514
5	48,025	49,193	54,605	56,833
6	48,418	49,585	54,997	57,226
7	49,267	50,435	55,846	58,075
8	50,328	51,496	56,908	59,137
9	51,771	52,939	58,351	60,579
10	54,222	55,390	60,802	63,031
11	56,779	57,947	63,359	65,588
12	59,444	60,610	66,023	68,251
13	62,214	63,381	68,793	71,022
14	65,195	66,363	71,775	74,004
15	68,390	69,557	74,969	77,198
16	71,796	72,964	78,375	80,603
17	75,415	76,582	81,994	84,223
18	79,246	80,414	85,826	88,055
19	83,289	84,457	89,869	92,097

Effective July 1, 2015 there will no longer be a \$300.00 additional increment allowed at tenure step.

APPENDIX – A-4: SALARY AND OTHER WAGE COMPENSATION FOR TEACHERS 2015-2016

Salary Guide				
Step	BA	BA+30	MA	MA+30
1	45,780	46,880	51,980	54,080
$\hat{f 2}$	46,535	47,657	52,859	55,001
3	47,302	48,447	53,753	55,937
4	48,081	49,249	54,661	56,889
5	48,400	49,568	54,980	57,208
6	48,793	49,960	55,372	57,601
7	49,642	50,810	56,221	58,450
8	50,703	51,871	57,283	59,512
9	52,146	53,314	58,726	60,954
10	54,597	55,765	61,177	63,406
11	57,154	58,322	63,734	65,963
12	59,819	60,985	66,398	68,626
13	62,589	63,756	69,168	71,397
14	65,570	66,738	72,150	74,379
15	68,765	69,932	75,344	77,573
16	72,171	73,339	78,750	80,978
17	75,790	76,957	82,369	84,598
18	79,621	80,789	86,201	88,430
19	83,664	84,832	90,244	92,472

Effective July 1, 2015 there will no longer be a \$300.00 additional increment allowed at tenure step.

APPENDIX – A-5: SALARY AND OTHER WAGE COMPENSATION FOR TEACHERS 2016-2017

Salary Guide	pΛ	BA+30	MA	MA+30
Step	ВА	DATO	1477	
1	46,205	47,305	52,405	54,505
2	46,960	48,082	53,284	55,426
3	47,727	48,872	54,178	56,362
4	48,506	49,674	55,086	57,314
5	48,825	49,993	55,405	57,633
6	49,218	50,385	55,797	58,026
7	50,067	51,235	56,646	58,875
8	51,128	52,296	57,708	59,937
9	52,571	53,739	59,151	61,379
10	55,022	56,190	61,602	63,831
11	57,579	58,747	64,159	66,388
12	60,244	61,410	66,823	69,051
13	63,014	64,181	69,593	71,822
14	65,995	67,163	72,575	74,804
15	69,190	70,357	75,769	77,998
16	72,596	73,764	79,175	81,403
17	76,215	77,382	82,794	85,023
18	80,046	81,214	86,626	88,855
19	84,089	85,257	90,669	92,897

Effective July 1, 2015 there will no longer be a \$300.00 additional increment allowed at tenure step.

APPENDIX – A-6: SALARY AND OTHER WAGE COMPENSATION FOR TEACHERS EXTRA-CURRICULAR COMPENSATION

The following compensation was agreed to via a Memorandum of Agreement approved by the Board of Education on September 22, 2015.

Extra-Curricular Compensation

Assistant Drama Director	\$1,000.00
Band Director (includes min. of 3 & up to 5 day events) Crew Director Dance Director Drama Director	\$725.00 \$1,000.00 \$1,000.00 \$1,000.00 \$600.00
***Grade 8 Advisor Music Director	\$1,000.00
Newspaper	\$0.00
Safety Patrol	\$550.00
Science Club	\$0.00
Student Council	\$650.00
Yearbook	\$1,425.00
Tech Club (S.T.E.M.)	\$800.00
real class (criment)	\$9,750.00

^{**}This was not in UBEA original proposal

Interscholastic Coaching

•	
Athletic Director	\$4,200.00
	\$3,750.00
Baseball - Boys	• •
Basketball - Boys	\$3,800.00
·	\$3,800.00
Basketball - Girls	\$2,800.00
Cheerleading	• •
-	\$2,800.00
Cross Country	\$3,700.00
Soccer - Boys	, ,
Soccer - Girls	\$3,700.00
	\$3,750.00
Softball - Girls	• •
·	\$32,300.00
	7 - /

^{***}Was not in contract which expired 6/30/13

HOURLY RATES

Certified faculty * Effective 9/1/15		HOURLY FINAL 2015-16* \$27.00	HOURLY FINAL 2016-17 \$27.00
BSI hourly rate (pro-rated 80%) Hourly rate for all other part time faculty will be pro-rated based on contracted time, i.e. 3/5 = 60% or \$16.20 per hour		\$21.60	\$21.60
PARA PROFESSIONALS*	ESY FINAL HOURLY 2015-16 \$12.00	\$12.30	ESY FINAL HOURLY 2016-17

Full time teachers who are required to cover the class of an absent colleague shall be compensated at the rate of \$27.00 per hour for such coverage.

APPENDIX – B-1: SALARY AND OTHER WAGE COMPENSATION FOR UTILITY STAFF

Step	<u>2013-14</u> Salary	Step	<u>2014-15</u> Salary	Step	<u>2015-16</u> Salary	Step	2016-17
1	32,545	1	33,045	1	33,845	1	34,825
2	33,043	2	33,543	2	34,343	2	35,323
3	33,548	3	34,048	3	34,848	3	35,828
4	34,060	4	34,560	4	35,360	4	36,340
5	34,166	5	34,666	5 -	35,466	5	36,446
6	34,871	6	35,371	6	36,171	6	37,151
7	35,603	7	36,103	7	36,903	7	37,883
8	36,362	8	36,862	8	37,662	8	38,642
9	37,142	9	37,642	9	38,442	9	39,422
10	37,943	10	38,443	10	39,243	10	40,223
11	38,766	11	39,266	11	40,066	11	41,046
12	39,610	12	40,110	12	40,910	12	41,890
13	40,475	13	40,975	13	41,775	13	42,755
14	41,435	14	41,935	14	42,735	14	43,715
15	42,423	15	42,923	15	43,723	15	44,703
13	-12, 123	16	43,936	16	44,736	16	45,716
		17	44,975	17	45,775	17	46,755

Only employees who have served for six (6) or more months in the prior year and who have been rated "satisfactory" for such service shall be entitled to incremental advancement on the guide (advancing to the next higher salary step) at the start of the ensuing year. Effective July 1, 2015, employees shall no longer be eligible for longevity payments, however, any employee receiving longevity on this date shall continue to receive such payments until employment is discontinued.

All increases are inclusive of increment.

Effective July 1, 2014, all custodial unit employees receive a one-time increase of \$500.00 that shall be applied to their base salaries.

APPENDIX - B-2: OTHER COMPENSATION

B.: Other compensation

1. Black Seal License

A utility employee working in the District prior to July 1, 2015 who possesses a valid "black seal" license shall have annually added to his/her annual base salary \$796.00. For those utility staff members employed before July 1, 2015 who have or subsequently obtained their Black Seal license, they will be eligible for the annual stipend. In addition, effective July 1, 2015, all new hires shall not be eligible for these payments.

2. Longevity

A utility employee who has completed twenty (20) years of service to the District shall have seven hundred dollars (\$700) added to his/her annual base salary rate.

A utility employee who has completed twenty-five (25) years of service to the District shall have an additional one thousand dollars (\$1,000) added to his/her annual base salary rate, for a total of one thousand seven hundred dollars (\$1,700) added to the utility employee's annual base salary rate. Effective July 1, 2015, employees shall no longer be eligible for longevity payments, however, any employee receiving longevity on this date shall continue to receive such payments until employment discontinues.

3. Acting Lead Person

Any utility employee assigned to temporarily lead and/or direct the utility staff when the Supervisor is absent, shall receive an additional one dollar (\$1.00) per hour for all hours or major fractions thereof that he/she is so assigned.

APPENDIX C
PARAPROFESSIONALS

HOURLY/ANNUAL SALARY RATES FOR EDUCATIONAL ASSISTANTS

Step	Year 1 2013-14 Hourly Salary	Step	Year 2 2014-15 Hourly Salary	Step	Year 3 2015-16 Annual Salary	Step	Year 4 2016-17 Annual Salary
1	11.90	1	11.90	1	12,497	1	12,792
2	12.04	2	12.04	2	12,797	2	13,092
3	12.17	3	12.17	3	13,097	3	13,392
4	12.31	4	12.31	4	13,682	4	13,692
5	12.62	5	12.62	5	14,082	5	14,092
6	12.92	6	12.92	6	14,382	6	14,442
7	13.23	7	13.23	7	14,682	7	14,812
8	13.56	8	13.56	8	15,082	8	15,212
9	13.93	9	13.93	9	15,482	9	15,612
10	14.34	10	14.34	10	15,912	10	16,057
11	14.74	11	14.74	11	16,362	11	16,542
12	15.15	12	15.15	12	16,812	12	17,042
13	15.54	13	15.54	13	17,287	13	17,567
14	15.95	14	15.95	14	17,767	14	18,117
15	16.35	15	16.35	15	18,267	15	18,667
16	16.77	16	16.77				

HOURLY/ANNUAL SALARY RATES FOR INSTRUCTIONAL ASSISTANTS

Step	Year 1 2013-14 Hourly Salary	Step	Year 2 2014-15 Hourly Salary	Step	Year 3 2015-16 Annual Salary	Step	Year 4 2016-17 Annual Salary
1	14.07	1	14.07	1	14,980	1	15,075
2	14.25	2	14.25	2	15,280	2	15,375
-	14.23	3	14.43	3	15,580	3	15,675
3	14.43	4	14.62	4	15,880	4	16,000
4		5	14.93	5	16,180	5	16,325
5	14.93	-	15.25	6	16,530	6	16,725
6	15.25	6	15.23	7	16,905	7	17,155
7	15.57	7			17,280	8	17,585
8	15.89	8	15.89	8	•	9	18,080
9	16.22	9	16.22	9	17,680	9	10,000

APPENDIX C - CONTINUED HOURLY RATES FOR LUNCH AIDES

Step	Year 1 <u>2013-14</u> Hourly Salary	Step	Year 2 2014-15 Hourly Salary	Step	Year 3 2015-16 Hourly Salary	Step	Year 4 2016-17 Hourly Salary
1	11.90	1	11.90	1	11.90	1	12.26
2	12.04	2	12.04	2	12.26	2	12.63
3	12.17	3	12.17	3	12.40	3	12.77
3 4	12.17	4	12.31	4		4	12.93
	12.51	5	12.62	5		5	13.26
5	12.02	6	12.92	6		6	13.57
6		7	13.23	7		7	13.90
7	13.23	-	13.23	8		8	14.25
8	13.56	8	13.30	OFF	14.49	OFF	14.49

Effective July 1, 2014, all paraprofessional unit employees receive a one-time lump sum payment of \$700.00 (does not include any lunch aides and any off guide paraprofessionals.

APPENDIX D - PART-TIME CERTIFICATED STAFF

	Year 1 <u>2013-14</u> Annual Salary		Year 2 <u>2014-15</u> Annual Salary		Year 3 <u>2015-16</u> Annual Salary		Year 4 2016-17 Annual Salary
Step		Step		Step		Step	
1	20,938	1	20,938	1	21,491	1	22,061
2	21,203	2	21,203	2	21,756	2	22,326
3	21,472	3	21,472	3	22,025	3	22,595
4	21,742	4	21,742	4	22,295	4	22,865
5	22,139	5	22,139	5	22,692	5	23,262
6	22,536	6	22,536	6	23,089	6	23,659
7	22,933	7	22,933	7	23,486	7	24,056
8	23,329	8	23,329	8	23,882	8	24,452
9	23,726	9	23,726	9	24,279	9	24,849
10	24,124	10	24,124	10	24,677	10	25,247
11	24,520	11	24,520	11	25,073	. 11	25,643

APPENDIX E - SECRETARIAL

	Year 1 2013-14		Year 2 2014-15		Year 3 2015-16		Year 4 2016-17
Step	Salary	Step	Salary	Step	Salary	Step	Salary
1 2 3 4 5 6 7 8 9 10 11 12 13 14	26,930 29,546 30,174 35,187	1 2 3 4 5 6 7 8 9 10 11 12 13	23,790 27,430 30,046 30,674 35,687	1 2 3 4 5 6 7 8 9 10 11 12 13 14	24,504 25,553 26,603 27,653 28,553 29,453 30,353 31,253 32,153 33,053 34,053 35,053 36,053 37,053	1 2 3 4 5 6 7 8 9 10 11 12 13 14	25,239 26,180 27,120 28,060 28,960 29,860 30,760 31,660 32,560 33,460 34,460 35,460 36,460 37,460
15 OFF	48,064	15 OFF	48,564	15 16 17	38,053 39,053 40,000	15 16 17	38,460 39,460 40,460

Effective July 1, 2014, all secretarial unit employees receive a one-time increase of \$500.00 that shall be applied to their base salaries.

Effective July 1, 2015, employees shall no longer be eligible for longevity payments, however, any employee receiving longevity on this date shall continue to receive such payments until employment is discontinued.