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SCHOOL CALENDAR 2000-2001  
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## **PREAMBLE**

This Agreement is entered into the 16th day of October , 2003 between the Board of Education of East Brunswick Township, New Jersey, hereinafter called the "Board", and the East Brunswick Education Association, hereinafter called the "Association".



a  
**2003-04 East Brunswick Teachers**

Salary Guide

STEP	BA	BA+18	MA	MA+30	DOC
K	40,101	40,925	43,645	46,365	49,388
J	40,351	41,175	43,895	46,615	49,638
I	40,601	41,425	44,145	46,865	49,888
H	40,851	41,675	44,395	47,115	50,138
G	41,101	41,925	44,645	47,365	50,388
F	41,351	42,175	44,895	47,615	50,638
E	41,601	42,425	45,145	47,865	50,888
D	41,901	42,725	45,445	48,165	51,188
C	42,351	43,175	45,895	48,615	51,638
B	46,731	47,555	50,275	52,995	56,018
A	54,881	55,705	58,425	61,145	64,168
A2	61,839	62,663	65,383	68,103	71,126
A1	69,679	70,503	73,223	75,943	78,966

Tenure = \$250

Year 2  
**2004-05 East Brunswick Teachers**

Salary Guide

STEP	BA	BA+18	MA	MA+30	DOC
K	41,767	42,614	45,409	48,203	51,310
J	42,017	42,864	45,659	48,453	51,560
I	42,267	43,114	45,909	48,703	51,810
H	42,517	43,364	46,159	48,953	52,060
G	42,767	43,614	46,409	49,203	52,310
F	43,017	43,864	46,659	49,453	52,560
E	43,267	44,114	46,909	49,703	52,810
D	43,517	44,364	47,159	49,953	53,060
C	43,817	44,664	47,459	50,253	53,360
B	49,540	50,387	53,182	55,976	59,083
A	56,010	56,857	59,652	62,446	65,553
A2	63,325	64,172	66,967	69,761	72,868
A1	71,595	72,442	75,237	78,031	81,138

Tenure = \$250

Year 3  
**2005-06 East Brunswick Teachers**

Salary Guide

STEP	BA	BA+18	MA	MA+30	DOC
K	42,327	43,197	46,069	48,940	52,133
J	42,927	43,797	46,669	49,540	52,733
I	43,527	44,397	47,269	50,140	53,333
H	44,127	44,997	47,869	50,740	53,933
G	44,727	45,597	48,469	51,340	54,533
F	45,327	46,197	49,069	51,940	55,133
E	45,927	46,797	49,669	52,540	55,733
D	46,527	47,397	50,269	53,140	56,333
C	47,127	47,997	50,869	53,740	56,933
B	52,117	52,987	55,859	58,730	61,923
A	58,767	59,637	62,509	65,380	68,573
A2	65,667	66,537	69,409	72,280	75,473
A1	73,567	74,437	77,309	80,180	83,373

Tenure = \$250

a  
**2003-04 East Brunswick Clerical**

Salary Guide

STEP	Cat 4	Cat 5	Cat 6	Cat 7
J	20,005	21,216	22,424	23,633
I	20,255	21,466	22,674	23,883
H	20,505	21,716	22,924	24,133
G	20,755	21,966	23,174	24,383
F	21,005	22,216	23,424	24,633
E	21,255	22,466	23,674	24,883
D	21,505	22,716	23,924	25,133
C	22,570	23,781	24,989	26,198
B	25,836	27,047	28,255	29,464
A	29,574	30,785	31,993	33,202
A2	33,853	35,064	36,272	37,481
A1	38,752	39,963	41,171	42,380

**KEY**

**Cat 4** - Secretary II  
 Health Aide  
 Xerox Operator  
**Cat 5** - Grants Bookkeeper  
 Attendance Officer  
 Bookkeeper - S/AS  
 Encumbrance Bookkeeper  
 Accounts Payable Bookkeeper  
 Child Nutrition Bookkeeper  
**Cat 6** - Secretary III  
 HS Bookkeeper  
 Purchasing Assistant  
 Child Nutrition Secretary  
**Cat 7** - Secretary IV  
 Payroll Benefits Bookkeeper

**Year 2  
 2004-05 East Brunswick Clerical**

Salary Guide

STEP	Cat 4	Cat 5	Cat 6	Cat 7
J	20,821	22,065	23,306	24,548
I	21,071	22,315	23,556	24,798
H	21,321	22,565	23,806	25,048
G	21,571	22,815	24,056	25,298
F	21,821	23,065	24,306	25,548
E	22,071	23,315	24,556	25,798
D	22,321	23,565	24,806	26,048
C	22,571	23,815	25,056	26,298
B	26,013	27,257	28,498	29,740
A	29,979	31,223	32,464	33,706
A2	34,550	35,794	37,035	38,277
A1	39,818	41,062	42,303	43,545

To compute the hourly rate for ten & twelve month employees, divide the 12 month annualized salary by 24 to determine the appropriate semi-monthly rate. Divide the semi-monthly rate by 75.83 hours. (This factor represents the number of hours worked during 52 work weeks of 35 hours ((1820)) divided by 24.)

**Year 3  
 2005-06 East Brunswick Clerical**

Salary Guide

STEP	Cat 4	Cat 5	Cat 6	Cat 7
J	21,668	22,946	24,221	25,497
I	21,918	23,196	24,471	25,747
H	22,168	23,446	24,721	25,997
G	22,418	23,696	24,971	26,247
F	22,668	23,946	25,221	26,497
E	22,918	24,196	25,471	26,747
D	23,168	24,446	25,721	26,997
C	23,418	24,696	25,971	27,247
B	26,924	28,202	29,477	30,753
A	30,954	32,232	33,507	34,783
A2	35,588	36,866	38,141	39,417
A1	40,915	42,193	43,468	44,744

\* Salary will be pro-rated in accordance with days and hours worked.



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**Year 1  
2003-04 East Brunswick Aides**

Salary Guide	Guide I	Guide II
STEP	School Aides	Instructional Aides
K	10.16	15,295
J	10.26	15,545
I	10.36	15,688
H	10.46	15,833
G	10.56	15,979
F	10.72	16,603
E	10.82	17,331
D	10.98	18,290
C	11.75	21,159
B	12.57	24,478
A	13.44	28,317
A1	14.36	32,758

**Year 2  
2004-05 East Brunswick Aides**

Salary Guide	Guide I	Guide II
STEP	School Aides	Instructional Aides
K	10.53	16,114
J	10.63	16,364
I	10.73	16,614
H	10.83	16,757
G	10.93	16,902
F	11.03	17,048
E	11.19	17,672
D	11.29	18,400
C	12.09	21,426
B	12.94	24,949
A	13.85	29,051
A1	14.83	33,827

**Year 3  
2005-06 East Brunswick Aides**

Salary Guide	Guide I	Guide II
STEP	School Aides	Instructional Aides
K	10.92	16,970
J	11.02	17,220
I	11.12	17,470
H	11.22	17,720
G	11.32	17,863
F	11.42	18,008
E	11.52	18,154
D	11.68	18,778
C	12.50	21,930
B	13.38	25,612
A	14.32	29,912
A1	15.32	34,933

a  
2003-04 **East Brunswick Technical**

Salary Guide

STEP	Grade T-I	Grade T-II	Grade T-III	Grade T-IV	Grade T-V
M	29,658	33,122	37,106	41,567	46,562
L	29,908	33,401	37,419	41,917	46,955
K	30,621	34,197	38,311	42,916	48,074
J	31,351	35,013	39,224	43,940	49,220
I	32,281	36,051	40,387	45,243	50,680
H	33,238	37,120	41,585	46,584	52,183
G	34,224	38,221	42,818	47,966	53,731
F	35,239	39,355	44,088	49,389	55,324
E	36,284	40,522	45,396	50,853	56,965
D	37,360	41,723	46,742	52,361	58,654
C	38,468	42,961	48,128	53,914	60,394
B	39,609	44,235	49,556	55,513	62,185
A	40,781	45,544	51,022	57,156	64,025

Year 2  
2004-05 **East Brunswick Technical**

Salary Guide

STEP	Grade T-I	Grade T-II	Grade T-III	Grade T-IV	Grade T-V
M	30,655	34,133	38,238	42,836	47,984
L	30,905	34,411	38,550	43,185	48,375
K	31,155	34,689	38,862	43,534	48,766
J	31,868	35,483	39,752	44,531	49,883
I	32,863	36,592	40,993	45,922	51,440
H	33,889	37,734	42,273	47,355	53,046
G	34,947	38,912	43,593	48,834	54,703
F	36,038	40,127	44,953	50,358	56,410
E	37,163	41,379	46,357	51,930	58,171
D	38,323	42,671	47,804	53,551	59,987
C	39,520	44,004	49,297	55,224	61,861
B	40,754	45,378	50,836	56,948	63,792
A	42,028	46,796	52,425	58,728	65,786

Year 3  
2005-06 **East Brunswick Technical**

Salary Guide

STEP	Grade T-I	Grade T-II	Grade T-III	Grade T-IV	Grade T-V
M	31,627	35,163	39,392	44,129	49,432
L	31,877	35,441	39,704	44,477	49,822
K	32,127	35,718	40,015	44,826	50,213
J	32,377	35,996	40,326	45,175	50,604
I	33,435	37,173	41,644	46,652	52,258
H	34,528	38,388	43,006	48,177	53,966
G	35,657	39,643	44,412	49,752	55,731
F	36,823	40,940	45,864	51,379	57,553
E	38,027	42,278	47,364	53,059	59,435
D	39,270	43,660	48,912	54,793	61,378
C	40,554	45,088	50,511	56,585	63,385
B	41,880	46,562	52,163	58,435	65,457
A	43,250	48,085	53,869	60,346	67,598

**KEY**

T-I - Technical Assistant

C-Print Captionist

T-II - Computer Technician

T-III -  
Network/Telecommunications  
Technician

MultiMedia Technical Asst.

Systems Administrator/  
Technical Assistant

Human Resources - Technical  
Assistant

Superintendent's Office -  
Technical Assistant

Student Assigned Nurse

Note: Salary will be pro-  
rated in accordance with  
hours and days worked.

**2003-04 East Brunswick Transportation & Food Service**

Salary Guide

STEP	VAN	Guide I	Guide I.A.	Guide II	Guide III	Guide IV	Guide VII
I	X	X	X	X	X	X	8.45
H	14,965	21,999	19,518	13,843	10,894	14,643	8.65
G	15,215	23,558	20,901	14,824	11,666	14,784	8.85
F	15,415	25,227	22,383	15,875	12,492	15,136	9.05
E	15,615	27,014	23,968	16,999	13,377	16,208	9.26
D	15,815	28,928	25,666	18,203	14,325	17,356	9.62
C	16,015	30,978	27,485	19,493	15,340	18,586	10.09
B	16,215	33,173	29,433	20,875	16,427	19,903	10.82
A	19,452	35,524	31,518	22,354	17,592	21,314	12.20
A1	23,335	38,041	33,750	23,938	18,838	22,824	13.75

**Year 2  
2004-05 East Brunswick Transportation & Food Service**

Salary Guide

STEP	VAN	Guide I	Guide I.A.	Guide II	Guide III	Guide IV	Guide VII
I	X	X	X	X	X	X	8.63
H	15,357	22,604	20,055	14,224	11,194	14,643	8.83
G	15,607	24,206	21,477	15,232	11,987	14,784	9.03
F	15,857	25,921	22,998	16,311	12,836	15,552	9.23
E	16,057	27,758	24,628	17,467	13,746	16,655	9.43
D	16,257	29,725	26,373	18,705	14,720	17,835	9.64
C	16,457	31,831	28,242	20,030	15,763	19,098	10.09
B	16,657	34,086	30,242	21,449	16,879	20,451	10.82
A	19,985	36,501	32,385	22,969	18,075	21,900	12.36
A1	23,977	39,087	34,692	24,596	19,356	23,452	14.13

**Year 3  
2005-06 East Brunswick Transportation & Food Service**

Salary Guide

STEP	VAN	Guide I	Guide I.A.	Guide II	Guide III	Guide IV	Guide VII
I	X	X	X	X	X	X	8.82
H	15,767	23,227	20,608	14,616	11,502	14,643	9.02
G	16,017	24,873	22,069	15,652	12,317	14,924	9.22
F	16,267	26,635	23,632	16,761	13,190	15,981	9.42
E	16,517	28,522	25,306	17,948	14,124	17,113	9.62
D	16,717	30,543	27,099	19,220	15,125	18,325	9.82
C	18,419	32,707	29,019	20,582	16,196	19,624	10.83
B	20,294	35,024	31,075	22,040	17,344	21,014	11.94
A	22,360	37,506	33,277	23,601	18,573	22,503	13.17
A1	24,637	40,164	35,635	25,274	19,889	24,098	14.52

**Child Nutrition Salary Guides Key**

Guide I	- H.S. Cook/Manager (8 hours)
Guide I.A.	- J.H.S. Cook/Manager (8 hours)
Guide II	- M.S. Cook/Manager (6.5 hours)
Guide III	- Elementary Leads (Hourly, 6 hours) <b>plus Stipend</b>
<b>Stipend</b>	<b>= 2003-04 - \$766; 2004-05 - \$804; 2005-06 - \$847</b>
Guide IV	- H.S. or J.H.S. Cook (8 hours)
Guide VII	- Hourly Employees
Delivery Person	- <b>Stipend</b> 2003-04 - \$412; 2004-05 - \$433; 2005-06 - \$456

a

**Year 1  
2003-04 East Brunswick Custodial**

Salary Guide

STEP	Guide I	Guide II
J	20,257	19,508
I	20,507	19,758
H	20,757	20,008
G	21,007	20,258
F	21,257	20,508
E	21,507	20,758
D	22,799	22,050
C	23,960	23,211
B	26,751	26,002
A	30,079	29,330
A2	35,156	34,407
A1	41,111	40,362

Guide I - With License

Guide II - Without License

**Year 2  
2004-05 East Brunswick Custodial**

Salary Guide

STEP	Guide I	Guide II
J	21,320	20,550
I	21,570	20,800
H	21,820	21,050
G	22,070	21,300
F	22,320	21,550
E	22,570	21,800
D	22,820	22,050
C	23,981	23,211
B	26,772	26,002
A	30,100	29,330
A2	35,647	34,877
A1	42,242	41,472

**HEAD CUSTODIAN SALARY GUIDE III**

	2003-04	2004-05	2005-06
High School	10,158	10,666	11,226
Ass't. High School	5,079	5,332	5,612
Junior High School	9,134	9,591	10,094
Middle School	7,343	7,711	8,115
Single Elementary	2,174	2,282	2,402
Multi.	3,658	3,840	4,042
Grounds	4,239	4,451	4,685

**Year 3  
2005-06 East Brunswick Custodial**

Salary Guide

STEP	Guide I	Guide II
J	22,253	21,461
I	22,503	21,171
H	22,753	21,961
G	23,003	22,211
F	23,253	22,461
E	23,503	22,711
D	23,753	22,961
C	24,003	23,211
B	27,810	27,018
A	32,242	31,450
A2	37,401	36,609
A1	43,406	42,614

a

**Year 1  
2003-04 East Brunswick Maintenance**

Salary Guide

<b>STEP</b>	<b>Matron</b>	<b>Helper</b>	<b>Journey</b>
J	17,539	21,890	25,593
I	17,789	22,202	25,958
H	18,039	22,514	26,322
G	18,289	22,826	26,687
F	18,539	23,138	27,052
E	19,039	23,762	27,782
D	19,760	24,662	28,834
C	22,619	28,230	33,006
B	25,892	32,314	37,781
A	29,639	36,991	43,249
A1	33,929	42,345	49,509

**Year 2  
2004-05 East Brunswick Maintenance**

Salary Guide

<b>STEP</b>	<b>Matron</b>	<b>Helper</b>	<b>Journey</b>
J	18,222	22,742	26,689
I	18,472	23,054	26,954
H	18,722	23,366	27,319
G	18,972	23,678	27,684
F	19,222	23,990	28,048
E	19,472	24,302	28,413
D	19,972	24,926	29,143
C	22,956	28,650	33,497
B	26,386	32,931	38,502
A	30,329	37,852	44,255
A1	34,862	43,509	50,870

**Year 3  
2005-06 East Brunswick Maintenance**

Salary Guide

<b>STEP</b>	<b>Matron</b>	<b>Helper</b>	<b>Journey</b>
J	18,932	23,628	27,625
I	19,182	23,940	27,990
H	19,432	24,252	28,355
G	19,682	24,564	28,720
F	19,932	24,876	29,085
E	20,182	25,188	29,449
D	20,432	25,500	29,814
C	23,511	29,342	34,307
B	27,054	33,764	39,477
A	31,131	38,852	45,426
A1	35,822	44,707	52,271

a

**Summer School Salary Guide**

		2003-04	2004-05	2005-06
<b>Coordinator</b>	Step A	7,061	7,272	7,491
	Step B	9,276	9,554	9,841
<b>High School</b>	Step A	4,414	4,546	4,682
	Step B	5,797	5,971	6,150
<b>Elementary</b>	Step A	3,195	3,291	3,390
	Step B	4,138	4,262	4,389

**Step A: 0-3 Years Experience**

**Step B: 4 or More Years Experience**

**Advisor Stipends**

Level	2003-04	2004-05	2005-06
1	1,082	1,114	1,147
2	1,364/1,435	1,405/1,478	1,447/1,522
3	1,704	1,755	1,807
4	2,037	2,098	2,161
5	2,375	2,446	2,520
6	2,711	2,792	2,876
7	3,050	3,141	3,236

**\* Plus Duty-Free Period for Activities Listed Below:**

Newspaper/Clarion Yearbook - High School Student Council - High School Audiovisual - High School, Junior High School, Middle School PSAT/SAT Test Coordinator School Treasurer - Junior High School, Middle School Athletic Treasurer
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**Early Morning Program**

<b>Site Manager</b>	Level I Advisor Stipend
<b>Lead School Aide</b>	Hourly Wage and \$367 in 2003-04
	Hourly Wage and \$386 in 2004-05
	Hourly Wage and \$406 in 2005-06

a

**REVISED 4/1/2004**

**Athletic Coaches**

<b>Head Coaches</b>		<b>2003-2004</b>		
<b>High School</b>	<b>Level</b>	<b>1-2 Years Experience</b>	<b>3-4 Years Experience</b>	<b>5-6 Years Experience</b>
Football	1	7,792	8,778	9,771
Wrestling	2	6,024	6,698	7,358
Basketball-Boys	2	6,024	6,698	7,358
Basketball-Girls	2	6,024	6,698	7,358
Spring Track - Boys	3	5,905	6,482	7,059
Spring Track - Girls	3	5,905	6,482	7,059
Softball	3	5,905	6,482	7,059
Baseball	3	5,905	6,482	7,059
Soccer - Girls	3	5,905	6,482	7,059
Soccer - Boys	3	5,905	6,482	7,059
Swimming - Boys/Girls	3	5,905	6,482	7,059
<b>Winter Track - Boys*</b>	4	5,443	5,941	6,438
<b>Winter Track - Girls*</b>	4	5,443	5,941	6,438
Gymnastics - Boys	4	5,443	5,941	6,438
Gymnastics - Girls	4	5,443	5,941	6,438
Field Hockey	4	5,443	5,941	6,438
Volleyball - Boys	4	5,443	5,941	6,438
Volleyball - Girls	4	5,443	5,941	6,438
Lacrosse - Boys	4	5,443	5,941	6,438
Lacrosse - Girls	4	5,443	5,941	6,438
<b>Tennis - Boys*</b>	5	4,717	5,131	5,543
<b>Tennis - Girls*</b>	5	4,717	5,131	5,543
Cross Country - Boys	5	4,717	5,131	5,543
Cross Country - Girls	5	4,717	5,131	5,543
Bowling - Boys/Girls	5	4,717	5,131	5,543
Golf	5	4,717	5,131	5,543
Cheerleaders	5	4,717	5,131	5,543

The parties agree to do a study with a consultant in the second year of the Agreement to review, and change as needed, placement of sports teams and Athletic Coaches' salaries. The parties agree to reopen this item only at the conclusion of the study to negotiate increases for 2004-05 and 2005-06.

<b>Weight Conditioning</b>	Summer	6,813
	Fall	2,456
	Winter	2,456
	Spring	2,456

**2 years credit for Assistant Coaches toward Head Coaching in the same sport.**

\* Please note: This salary was listed incorrectly (or omitted).  
Replace with this current page in your contract book.

a

**Athletic Coaches**

**Other Coaches**

		<b>2003-2004</b>		
<b>Junior High School</b>	<b>Level</b>	<b>1-2 Years Experience</b>	<b>3-4 Years Experience</b>	<b>5-6 Years Experience</b>
Football (Head)	1	4,784	5,118	5,445
Football (Ass't.)	2	4,124	4,456	4,784
Basketball-Boys	2	4,124	4,456	4,784
Basketball-Girls	2	4,124	4,456	4,784
Wrestling	2	4,124	4,456	4,784
Softball	3	3,959	4,292	4,622
Baseball	3	3,959	4,292	4,622
Soccer - Girls	3	3,959	4,292	4,622
Soccer - Boys	3	3,959	4,292	4,622
Spring Track	3	3,959	4,292	4,622
Cheerleaders	3	3,959	4,292	4,622
Field Hockey	3	3,959	4,292	4,622

The parties agree to do a study with a consultant in the second year of the Agreement to review, and change as needed, placement of sports teams and Athletic Coaches' salaries. The parties agree to reopen this item only at the conclusion of the study to negotiate increases for 2004-05 and 2005-06.

	<b>Level</b>	<b>1-2 Years Experience</b>	<b>3-4 Years Experience</b>	<b>5-6 Years Experience</b>
<b>7th &amp; 8th Grade Coaches</b>				
Soccer - Girls	4	2,972	3,302	3,631
Soccer - Boys	4	2,972	3,302	3,631
Wrestling	4	2,972	3,302	3,631
Basketball - Boys	4	2,972	3,302	3,631
Basketball - Girls	4	2,972	3,302	3,631
Softball	4	2,972	3,302	3,631

	<b>Level</b>	<b>1-2 Years Experience</b>	<b>3-4 Years Experience</b>	<b>5-6 Years Experience</b>
<b>Athletic Aide</b>				
Athletic Aide - Jr. High	X	4,124	4,456	4,784

**2 years credit for Assistant Coaches toward Head Coaching in the same sport.**



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**Athletic Coaches**

<b><u>Assistant Coaches</u></b>		<b>2003-2004</b>		
<b>High School</b>	<b>Level</b>	<b>1-2 Years Experience</b>	<b>3-4 Years Experience</b>	<b>5-6 Years Experience</b>
Football *	1	4,784	5,118	5,445
Wrestling	2	4,124	4,456	4,784
Basketball-Boys	2	4,124	4,456	4,784
Basketball-Girls	2	4,124	4,456	4,784
Spring Track - Boys	2	4,124	4,456	4,784
Spring Track - Girls	2	4,124	4,456	4,784
Softball	3	3,959	4,292	4,622
Baseball	3	3,959	4,292	4,622
Soccer - Girls	3	3,959	4,292	4,622
Soccer - Boys	3	3,959	4,292	4,622
Winter Track - Boys	3	3,959	4,292	4,622
Winter Track - Girls	3	3,959	4,292	4,622
Swimming (Diving) - Boys/Girls	3	3,959	4,292	4,622
Field Hockey	3	3,959	4,292	4,622
Volleyball - Boys	3	3,959	4,292	4,622
Volleyball - Girls	3	3,959	4,292	4,622
Lacrosse - Boys	3	3,959	4,292	4,622
Lacrosse - Girls	3	3,959	4,292	4,622
Cheerleaders	3	3,959	4,292	4,622

The parties agree to do a study with a consultant in the second year of the Agreement to review, and change as needed, placement of sports teams and Athletic Coaches' salaries. The parties agree to reopen this item only at the conclusion of the study to negotiate increases for 2004-05 and 2005-06.

<b>* Football Offensive &amp; Defensive Coordinators, High School (applies to Assistant Coaches - High School)</b>	2003-04	271
	2004-05	TBD
	2005-06	TBD

**2 years credit for Assistant Coaches toward Head Coaching in the same sport.**

**ARTICLE I**

**RECOGNITION**

A. The East Brunswick Board of Education hereby recognizes the East Brunswick Education Association as the exclusive and sole representative for collective negotiations concerning all matters that shall be properly negotiated under N.J.S.A. 34:13A-1 et seq. for the following personnel employed by the Board and excluding all other personnel:

Aides, School and Instructional  
Athletic Trainer  
Attendance Officer  
Child Nutrition Personnel  
Computer Technician  
Cooperative Education Teacher Coordinator  
Custodians, Maintenance & Grounds Personnel  
Guidance Counselors  
Instructional Staff  
Learning Disability Teacher Consultants  
Librarians, Media Specialists  
Multimedia Technical Assistant  
Network/Telecommunications Technician  
Nurses  
Psychologists  
Purchasing Assistant  
Secretaries, Clerks, Bookkeepers & Information Technology Services Personnel  
Senior Computer Technician  
Social Workers  
Special Education Teachers  
Speech & Language Pathologists  
Student Assigned Nurses  
System Administrator/Technical Assistant  
Technical Assistant  
Transportation - Vehicle Drivers

but excluding:

Superintendent  
Deputy & Assistant Superintendents  
Board Secretary/Business Administrator  
Director of Support Services/Assistant Board Secretary  
Director of Financial Services  
Director of Special Education  
Director of Human Resources

Director of Technology Literacy Challenge Fund County Coordinated Services  
Senior Manager Technology Systems Support  
Computer Technician Supervisor  
Senior Manager Network/Telecommunications  
Senior Manager of Applications  
Multimedia Manager  
Technical Support Supervisor  
Department Chairpersons  
Personnel on a per diem basis  
Managers of Child Nutrition & Transportation  
Coordinator of Community Relations and Programs  
Principals  
Assistant Principals  
Supervisors  
Foreman - Buildings & Maintenance  
Supervisor of Custodians  
Director of Information Technology  
Network/Telecommunications Manager  
Director of the Educational Technology Training Center  
Finance Manager  
Payroll/Employee Benefits Manager  
Purchasing Manager  
Accountant  
Senior Accountant  
Confidential Employees

**B. 1.** It is further agreed that neither the Association nor the Board will discriminate against any person in the employ of the Board on the basis of race, creed, color, age, national origin, sex, marital status, political activities, domicile, or membership or participation in or association with the activities of any employee organization.

**2.** It is understood that alleged violations of paragraph B1 above must be brought to appropriate statutorily prescribed administrative and/or judicial forums for adjudication. Only if no such forum exists may these matters be subject to the grievance procedure contained in this Agreement.

**C.** Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as above defined.

**D.** Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer only to certificated personnel.

**E.** The term "supervisor" when used hereinafter in this Agreement shall refer to the person to whom an employee is directly responsible.

## ARTICLE II

### PROCEDURE FOR NEGOTIATION OF A SUCCESSOR AGREEMENT

**A.** Meetings.

1. Negotiations for a successor Agreement shall commence by the exchange of written proposals on a mutually selected date on or about October 15 of the calendar year in which the Agreement terminates. These submissions shall contain all proposals and requests and no new issues shall be introduced thereafter.

2. The parties thereafter shall convene a meeting for the purpose of conducting negotiations. A mutually convenient date shall be set within fifteen (15) working days of the submissions.

3. The Board and the Association have the right to utilize the services of consultants during the negotiations process.

**B.** When the Board and the Association negotiations teams reach agreement, it shall be reduced to writing and signed by the members of both negotiations teams. No agreement shall be final unless ratified by the Board and the Association membership.

**C.** Mediation.

1. If an impasse is reached during negotiations, the impasse will be resolved in accordance with the rules and regulations of the Public Employment Relations Commission.

2. Although it is recognized by all parties concerned that fact-finding must be merely advisory, both the neutral and the disputants are expected to treat the process with the proper gravity as the terminal step.

3. Every effort will be made to have mediation and fact-finding conducted after normal school hours. However, if it is necessary that such take place during normal school hours requiring the release of Association officers, committee members or teachers, the Board will release only four (4) persons designated by the Association, such designees to suffer no loss of pay, and as for any other employees involved, the Board will pay only the cost necessary to provide substitutes, and the lost time will be borne by either the employee or the Association as they determine. If the Board requires employees of the school district as witnesses in the proceedings, the Board will designate those of their witnesses who will suffer no loss of pay.

4. If mediation or fact-finding does take place during normal school hours in such a manner that only four (4) hours or less is required, the Association hereby agrees that regularly assigned teachers will assume, as required, classes left uncovered as a result of such mediation or fact-finding, and that other similarly employed non-certificated employees such as secretaries for secretaries and custodians for custodians will assume the duties as required by the Board of any non-certificated employees whom the parties deem necessary to attend.

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

### **ARTICLE III**

## **GRIEVANCE PROCEDURE**

**A.** Definition. A "grievance" shall mean a complaint by an employee (1) that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that there has been as to him/her a violation, misinterpretation, or improper application of a Board policy, or an administrative decision affecting negotiable terms and conditions of employment, except that the term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education having the force and effect of law, or (b) the Board of Education is without authority to act. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

**B.** Employees shall be assured freedom from restraint, interference, or coercion in the exercise of their grievance rights as contained in this Agreement. The employee shall have the right to present his/her own appeal or to have a representative of his/her choosing appear with him /her.

**C.** Procedure.

**1.** Failure of the grievant to meet the scheduled time deadlines at any step of the procedure will constitute a waiver, and the employee shall relinquish claim to the right to file. Failure of the Principal, Superintendent, designee, or Board to meet the scheduled time deadlines shall be deemed to permit the grievance to be moved to the next step.

**2.** Mutual agreement in writing by the parties shall be necessary to extend the timelines of the grievance procedure.

3. When the grievant and/or the Association is satisfied with the resolution of the grievance at any of the procedure steps, he/she shall so notify the person to whom the appeal was last directed.

4. By mutual agreement, in writing, between the Superintendent or his/her designee and the Association, a grievance may be initiated at any level that resolution can be affected.

5. Every attempt shall be made to resolve the grievance informally at the level of its initiation.

**Level 1.**

a. The employee shall notify the immediate supervisor that a grievance hearing is taking place.

b. Any employee who has a grievance shall discuss it first with his/her Principal or immediate supervisor within twenty (20) school days of occurrence of such grievance in an attempt to resolve the matter informally at this level.

c. The Principal or immediate supervisor shall communicate to the employee his/her decision in writing, with reasons, within three (3) work days following the discussion.

**Level 2.**

a. If, as a result of the informal discussion with the Principal or immediate supervisor, the matter is not resolved to the satisfaction of the employee within five (5) school days of the response, he/she shall set forth his/her grievance in writing to the Principal or supervisor specifying:

(1) the nature of the grievance;

(2) the results of previous discussions;



(3) the grievant's dissatisfaction with decisions previously rendered; and

(4) the relief requested by the grievant.

b. The Principal or immediate supervisor shall communicate his/her decision in writing, with reasons, to the employee within five (5) school days of receipt of the written grievance.

**Level 3.**

a. If dissatisfied, the employee may appeal the Principal's decision to the Superintendent of Schools or his/her designee within five (5) school days from receipt of said decision. The appeal to the Superintendent or his/her designee must be made in writing specifying:

(1) the nature of the grievance;

(2) the results of previous discussions;

(3) the grievant's dissatisfaction with decisions previously rendered; and

(4) the relief requested by the grievant.

b. The Superintendent or his/her designee shall meet with the concerned parties within ten (10) school days. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days from the date of the meeting. The Superintendent or his/her designee shall communicate his/her decision in writing, with reasons, to the employee and the Principal.

**Level 4.**

**a.** If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the Board within ten (10) school days of the receipt of the decision of the Superintendent. The request shall be submitted in writing through the Board Secretary, who shall attach all related papers and forward the request to the Board. Confirmation of the transmittal to the Board shall be submitted to the Association in writing.

**b.** The Board, or a committee thereof, shall review the grievance. The Board reserves the right to hold a hearing with the employee or to refuse to hold a hearing in the event the Board is in agreement with the action of the Superintendent at the previous step. In either case, the Board shall render a decision in writing, with reasons, within fifteen (15) work days from receipt of the grievance, or if a hearing is held, from the date of the hearing.

**Level 5.**

**a.** If the Association is dissatisfied with the decision of the Board, the Association may request, where applicable, the appointment of an arbitrator, such request to be made known to the Superintendent no later than two (2) calendar weeks after the decision of the Board was made known to the employee and/or the Association .

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

**(1)** A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

**(2)** If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

**(3)** If the parties are unable to determine, within five (5) school days of the receipt of the second list, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

**c.** The arbitrator shall limit himself/ herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties or any applicable policy of the Board.

**d.** The recommendations of the arbitrator shall be binding on grievances processed as a violation, misinterpretation or inequitable application of the provisions of this Agreement per III.A(1), and shall be only advisory for all grievances processed per III.A(2).

**e. (1)** Grievances of a non-tenured teacher which are occasioned by his/her not being offered a new contract are not arbitrable. Therefore, the non-tenured teacher who is not offered a new contract may initiate, if he/she so desires, his/her grievance in writing at the level of the Principal within five (5) days after receipt of his/her notice.

**(2)** Grievances of a non-tenured teacher or non-certificated probationary employee which are occasioned by his/her not being offered a new contract or reemployment are not arbitrable.

**f.** Only the Board and the aggrieved and his/her representative shall be given copies of the report of findings and recommendations, except by mutual agreement to the contrary. This shall be accomplished within thirty (30) calendar days of the completion of the arbitration hearings.

**g.** Each party shall pay its own costs for arbitration preparation. Costs to be shared equally by the parties shall be the fee and the expense, if any, of the arbitrator and arbitration proceedings.

**D.** Forms for filing grievances shall be designed by the Superintendent or his/her designee in consultation with the Association to facilitate the grievance procedure.

**E.** All written communications concerning grievances shall be sent to the respective parties via certified mail. Date of certified postmark shall be used for the purposes of the grievance procedure.

## ARTICLE IV

### RIGHTS OF THE EMPLOYEE

**A.** Personal and Private Life.

1. The private and personal life of any employee is not within the appropriate concern or attention of the Board, except insofar as it affects his/her work.

2. No restriction shall be placed upon the freedom of an employee to use his/her own time for gainful employment insofar as it does not interfere with satisfactory performance of his/her school duties.

**B.** 1. The Board hereby agrees it shall not discriminate against any employee with respect to any terms and conditions of employment by reason of his/her membership or participation in any activities of the Association and its affiliates, or his/her institution of any grievance, complaint or proceeding under this Agreement.

2. The Association agrees it shall not interfere with, restrain, or coerce employees in the exercise of the provisions granted them by this Agreement.

**C.** No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

**D.** Whenever any employee is required to appear officially before the Board, or any committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her position or 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. The employee shall inform the Superintendent in writing prior to the meeting that he/she will have a representative of the Association present.

**E.** Review of Employee Personnel File. All employees' files shall be maintained under the following circumstances:

**1.** No material derogatory to an employee's conduct, service, character, or personality shall be placed in the files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with the content, nor shall the refusal to sign prevent such material from being placed into and remaining in the file.

**2.** The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy within fifteen (15) school days following his/her receipt of the material. Failure of the employee to file a response for attachment to the file copy within fifteen (15) school days following his/her receipt of material shall result in forfeiture of the employee's right to respond.

**3.** Upon written request by the employee, he/she shall be given access to his/her file without undue delay, minus confidential credentials and personal references. If the employee wishes to be accompanied by another person or a representative of the Association, such request must be made in writing to the Superintendent or his/her designee.

**4.** Teachers shall be evaluated only by persons certificated to supervise instruction. The responsibility to become certificated will be solely that of the employee.

**5.** Employees shall be granted the right to reproduce any materials in their file not considered to be privileged, such as confidential credentials and related personal references normally sought at the time of employment. Notice of such requests shall be made in writing to the Superintendent or his/her designee at least twenty-four (24) hours in advance.

**F.** No employee shall engage in any activity related to outside employment during school hours unless approved by the building Principal or immediate supervisor.

## ARTICLE V

### NOTIFICATION OF RETURN/DISMISSAL PROCEDURE

**A.** On or before the date established by state law, the Board shall give to each non-tenured teacher or other probationary employee continuously employed since the preceding September 30, either a written offer of a contract for employment for the next succeeding year, providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or a written notice from the Superintendent that such employment will not be offered.

**B.** Notification of Intention to Return. If the employee intends to accept such employment, he/she shall notify the Board of such acceptance, in writing, on or before May 30, in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue the employment of the employee.

**C.** Any employee who has tenure or who is continuously employed for more than three (3) years who submits his/her resignation for the purpose of retirement to the Board by January 15, effective the following June 30, shall receive the following additional compensation at the time of his/her retirement on June 30: for certificated staff, if notice is timely:

2003 - 04 \$1200

2004 - 05 \$1236

2005 - 06 \$1273



and for non-certificated staff, if notice is timely:

2003 - 04 \$500

2004 - 05 \$515

2005 - 06 \$530

If notice is given by January 15, the employee has the option of:

- Receiving the whole retirement benefit on July 31; or
- Deferring 100% of the whole retirement benefit until January 15 of the following year;
- Receiving 50% of the retirement benefit on July 31 and deferring 50% of the retirement benefit to January 15 of the next following year, provided such deferral is permitted under IRS rules.

If notice is not given by January 15, the employee will receive only 25% of retirement benefits on July 31, and balance of payment will be deferred until July 15 of the second following school year. The employee will not be entitled to the additional compensation stated above. In the event an employee is precluded from providing timely notice due to unanticipated forced relocation, illness, family tragedy, or other documented unforeseen extenuating circumstance, then said retirement shall be treated, for purposes of this paragraph, as though the notice had been given by January 15. All retirement benefits shall be in the name of the employee, but in the event of the employee's demise, shall be paid to the employee's estate.

## ARTICLE VI

### PROTECTION OF EMPLOYEES

A. An employee believing he/she is working under unsafe or hazardous conditions or performing tasks endangering health or safety should notify, in writing, his/her immediate supervisor of such conditions. If such conditions persist, a grievance may be initiated.

B. 1. No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary:

a. to quell a disturbance threatening physical injury to others;

b. to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;

c. for the purpose of self-defense; and

d. for the protection of persons or property.

2. Such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this Section. Every resolution, by-law, rule, ordinance, or other act of authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

C. It is agreed that whenever any civil action has been or shall be brought against any person holding any office, position, or employment under

the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties in such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses. This indemnification provision shall not be interpreted as providing any additional protection beyond that mandated by law.

D. Should any criminal action be instituted against any such person for any such act or omission, and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board shall reimburse him/her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

E. 1. All cases of assault suffered by an employee in connection with his/her employment shall be immediately reported, in writing, to his/her Principal or immediate supervisor.

2. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

F. The Board reserves the right to have accident claims confirmed by a physician designated by the Board. The fee for such examinations shall be paid by the Board.

## **ARTICLE VII**

### **MAINTENANCE OF STUDENT CONTROL & DISCIPLINE**

**A.** The Board recognizes its responsibility to continue to give administrative support and backing to teachers in maintaining student control and discipline, provided that all disciplinary action and methods for which such backing is sought shall be reasonable and just and in accordance with law, established Board policies, and administrative procedures and regulations. Such policies, procedures and regulations shall be provided to the Association, and shall be available in the main office of each building.

**B.** It shall be the responsibility of the teacher to report to his/her Principal, in writing, on forms provided, the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel, and such forms shall provide for a response from the Principal to the initiating teacher within ten (10) days. The response may merely be a progress report on the action taken.

**C.** Administrative decisions and responses issued in the course of student discipline are not grievable.

## ARTICLE VIII

### ASSOCIATION RIGHTS & PRIVILEGES

#### A. Complaint Procedure

1. It is understood that from time to time people may approach administrators with their comments and perceptions regarding the performance of an employee. It is the policy of this district that an appropriate balance be struck between a complainant's right to confidentiality and an employee's right to be given the identity of a complainant when that complainant's criticism forms the basis of a negative evaluation or disciplinary action. All complainants are to be encouraged to contact the employee initially.

2. Written comments of praise shall be copied to the employee and placed in the employee's personnel file.

3. Critical comments, whether in writing or not, shall be promptly investigated and assessed by the appropriate administrator. If such comments or criticisms are determined to be unfounded, they shall be discarded and disregarded by the administrator.

a. If as a result of the administrator's review it is determined that any meetings are necessary, the employee has the option of having a representative of the Association present at such meetings.

b. If as a result of the administrator's review it is determined that the criticism is valid, then either of the following courses of action is to be followed:

(1) If the administrator determines through his/her observation and review of documentation other than the complaint itself that the

performance deficit is to be noted in the employee's evaluation, then no disclosure of the identity of the complainant who initially brought the matter to the administrator's attention shall be made.

**(2)** If the deficit is evidenced only by the complaint or that complaint is referenced by the administrator in writing or orally, then disclosure of the identity of the complainant shall be made.

**4.** The employee has the right to respond to and rebut any complaint.

**B.** The Board agrees to make available to the Association, in response to reasonable requests, the information which is in the public domain.

**C.** Association officers and committees will not perform Association business during assigned school hours, nor will Association meetings be conducted on school premises, without authorization from the appropriate administrative officer. Association business and meetings may be conducted during lunch periods or unassigned periods.

**1.** An Association representative may speak during a building faculty meeting at a time agreed to in conference with the Principal.

**D.** The Association shall, at reasonable times, with permission and at the discretion of the building administrator, have the use of facilities, office equipment and audio-visual equipment. The Association shall reimburse the school district for all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

**E. 1.** The Association shall continue to have in each school building the use of a bulletin board in the faculty lounge and each separate teachers' dining room, if such exists. The Association shall also continue to

have adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin board shall be given to the building Principal, but no approval should be required.

**2.** Posters or announcements pertaining to Association affairs will not be posted on bulletin boards in any area accessible to the public or the students, unless such have first been approved by the appropriate administrator.

**F.** The Association shall have the right to use the inter-school mail facilities and school mail boxes.

**G.** The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees of the unit and to no other organizations.

**H.** The Association has the right to address new employees at a general meeting, should employees be assembled by the administration for orientation day at the beginning of the school year.

**I.** The Association, on or before May 15, shall notify the Board of the Association's selection of either I.1 or I.2 of this Article:

**1.** If the President of the Association is a member of the certificated staff, he/she shall be assigned the first four periods, three of which will be instructional assignments, and one for preparation period. In the event the President is a member of the non-certificated staff, his/her work assignment shall be for the first half of the workday. The President shall receive full salary according to his/her place on the salary schedule; or

.           **2.**       The Board shall grant an approved leave to the President of the Association at full pay. The Board will be reimbursed by the Association for half of this amount.

**a.**       Upon return from approved leave, the President shall be reinstated to a position within his/her certification and as similar as possible to the position held prior to beginning said leave. The Board does not guarantee reinstatement to the same assignment, but only to a position. Upon reinstatement, he/she shall be placed on his/her proper step on the salary guide as if he/she had been actively employed by the Board during his/her leave.

**b.**               The Board shall pay 100% of the premiums for health insurance coverage for the President during his/her leave.

**3.**           Association President Release Time

**a.**       Effective July 1, 2005, the Board shall no longer contribute to the benefits and salary provided for the 100% release time for the Association President.

**b.**       The President shall remain on staff as a Board employee, receive the full annual complement of sick leave, personal days and guide movement and all the terms and conditions as provided in the collective bargaining agreement. The President shall report his/her attendance during the school year, consistent with the existing practice.

**c.**       Effective July 1, 2005 the Board shall adjust the salary guide to include an amount equal to 50% of the full salary and full value of the health benefits for the President as of 7/1/05. The Association shall reimburse the Board for the full value of the health benefits and the full salary of



the President while the President remains as a full time Board employee and is on leave.

## ARTICLE IX

### EMPLOYEE WORK YEAR

**A. 1.** The work year for ten (10) month employees employed in East Brunswick on a ten (10) month basis shall consist of 187 workdays, and newly employed certificated personnel are required to attend three (3) additional days for orientation. The number of workdays shall be reduced by three (3) for certificated ten (10) month employees if those days are not used for unexpected school closings. The last two (2) school days shall be four (4) hour student days.

**2.** The in-school work year for employees employed on a twelve (12) month basis shall be the number of days from July 1 to June 30, less sixteen (16) holidays, less accrued vacation.

**3. a.** All twelve (12) month guidance counselors employed prior to July 1, 1988 shall, on the first day that the teachers report to work, join the ten (10) month calendar and on the last day of the teacher's work year shall revert to the twelve (12) month calendar. All twelve (12) month guidance counselors hired after July 1, 1988 shall work the twelve (12) month calendar as per A2 above.

**(1)** During spring and winter recess, twelve (12) month certificated guidance staff and psychologists shall not be required to report to their buildings when administrators are not working in the building or the building to which they are assigned is not heated or cooled as may be appropriate. Central administration shall make alternative arrangements for personnel under such circumstances.

**b.** The Board shall have the right to hire ten (10) month guidance counselors, who shall work the ten (10) month calendar.

**c.** The Board shall have the right to employ Child Study Team members on a twelve (12) month basis. Current ten (10) month employees shall be offered such positions prior to hiring from the outside.

**4.** The work year for Cooperative Education Teacher- Coordinators shall consist of the ten (10) month calendar plus twenty (20) additional days.

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

**6.** Secretarial employees will not be required to report to work during the winter and spring recess periods when children are not required to report. Secretarial employees will not be required to report due to snow, for up to three (3) days per year. Secretarial employees will not be required to report to work on an election day when students and teachers are not required to report.

**7.** Information Technology Personnel will not be required to report due to snow, for up to three (3) days per year.

**8.** Custodians, maintenance and grounds personnel who are required to work on snow days when other employees are not required to be present shall be compensated at the rate of two (2) times their regular rate for up to three (3) snow days per year.

**9.** Twelve (12) month employees shall be provided with up to three (3) nonaccumulative leave days to be utilized only during the winter recess period. Any such days not utilized during that recess period shall be

lost. As per Article IX A.6, twelve (12) month secretarial employees are not required to work during winter and spring recess when children are not required to report.

**10.** In the event of an emergency school closing after the school day has begun, hourly employees shall be paid for their normal work day if they were present.

**11.** No twelve (12) month employee shall be permitted to take vacation during the Monday through Friday of the week prior to the opening of school for students, except as may be approved by their immediate supervisor.

**12.** The parties agree to establish a committee of EBEA, EBPSA and Administration representatives to discuss summer flex time.

**B. Non-Certificated Employees.**

**1.** Ten (10) month non-certificated personnel attendance shall not be required whenever student attendance is not required due to inclement weather. Cafeteria managers may be required to attend under emergency conditions. Transportation personnel shall be required to work during inclement weather when parochial and private schools are in session.

**2.** Child nutrition salaried personnel shall work the ten (10) month calendar, including the orientation day for new teachers. Child nutrition salaried personnel shall not be required to work on the first full day of teacher workshop. Hourly paid child nutrition personnel shall work only on the days students are in attendance.

**3.** Hourly paid lunchroom aides shall work only on days when students are present.

**C. 1.** Each Elementary Summer Academy session shall consist of three (3) weeks for four (4) hours daily. The stipend set forth in the salary schedule appended to this Agreement reflects payment per session. If there is any change in the length of each session or the daily time during which each session meets, the stipend shall be adjusted on a pro-rata basis.

**2.** If a secondary summer school session is reinstated and exceeds thirty (30) days, the stipend paid summer school teachers shall be adjusted on a pro-rata basis.

**3.** Teacher attendance shall not be required when summer school student attendance is not required.

**4.** In the event employees working during the Summer Academy are required to be absent due to an illness, they may, at their option, use up to one (1) day per each three (3) week session from their accumulated sick leave bank. If said option is not exercised, or if more than one (1) day of absence occurs, the employee will be docked his/her Summer Academy daily rate of pay.

**D.** The employee work calendar for all employees shall be as set forth herein.

## ARTICLE X

### HOURS AND WORK LOAD

**A.** Hours.

1. All employees shall indicate their presence for work by placing a check mark in the appropriate column of the employee sign-in roster. Such roster shall be located in a central area. Non-certificated employee hours shall be verified weekly by their supervisor.

2. a. Effective the 1998-99 school year, all teachers shall report for work ten (10) minutes before the opening of the students' day and, except as required by assigned duties and professional meetings, shall not be required to remain beyond ten (10) minutes after the close of the student school day.

(1) Effective the 1998-99 school year, the workday for teachers at the High School, the Junior High School and the Middle School shall include a three (3) minute increase per period. The reduction of the teachers' before-and-after student day time from twenty (20) minutes to ten (10) minutes shall accommodate the bulk of the increase; the remainder shall be added to the workday.

(2) The reduction of the teachers' before-and-after student day time from twenty (20) minutes to ten (10) minutes shall reduce the teachers' workday by twenty (20) minutes at the elementary schools.

**b. PM Bus Duty**

(1) One (1) or more staff members at Hammarskjold shall be assigned to a flex schedule starting the day at Period 2 and remaining

equivalent to one (1) period beyond student dismissal. Staff member(s) shall be assigned PM bus duty and provide coverage for students awaiting late buses.

The position shall be voluntary. If there are no volunteers, the principal may assign staff member(s) to the position.

In the event of an emergency, the principal can require other staff members to remain.

**(2)** In the elementary schools, in the event that a bus or buses are late, the Lead Teacher in the building shall relieve the staff members on bus duty as part of the Lead Teacher's time commitment to the position.

**c.** School Librarian/Media Specialists and school nurses may be assigned continuous hours different from that set forth in 2a above in order to achieve afternoon coverage pursuant to procedures set forth in Article XIV.

**d.** Traveling teachers shall not be assigned a duty on days that they travel.

**e.** Counselors shall work an additional twenty-five (25) minutes over that which is required of other teachers in the particular building.

**f.** If Counselors or Student Assistance Specialists are required to attend evening guidance programs or to schedule parent conferences after their normal workday, they shall receive compensatory time off on an hour-for-hour basis. Said compensatory time will be scheduled to be taken with the approval of the supervisor, and shall be used not later than the end of the school year in which it was earned.

**g.** Special education teachers shall have the same arrival and departure times as other teachers in the particular building.

**h.** Psychologists, Social Workers, Learning Disability Teacher

Consultants and Speech Therapists shall work an eight (8) hour day. Speech Therapists hired after July 1, 1976 shall work regular teacher hours.

**3.** Teachers may leave the building during their duty-free lunch, providing they sign in and out. Teachers may request permission of their building administrator to leave the building for an emergency during their planning period. Approval may be granted at the discretion of the building administrator.

**B.** Meetings.

**1. a.** Except as required for purposes of accreditation or in the event of emergencies, building-based teachers may be required to attend no more than ten (10) building faculty meetings per school year.

**b.** High School, Jr. High School, and Middle School teachers shall not be required to attend more than ten (10) departmental meetings per year, except for purposes of accreditation or curriculum revision.

**c.** Staff may be required to attend up to two (2) multi-building meetings per school year, which will be called at the discretion of the Superintendent.

**d.** There shall be no more than ten (10) elementary curriculum meetings per year.

**(1)** The parties agree that elementary grade level meetings are scheduled by principals in agreement with the teachers. These meetings are only scheduled when needed. Grade level meetings are to be held consistent with existing practice in each building.

**e.** There shall be no more than eight (8) one and one half hour (1 ½) New Teacher meetings during the first year of employment.



**2. a.** Building faculty meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. Nothing in this Article shall be interpreted as to preclude morning meetings if agreed by a majority of faculty members and the Principal.

**b.** High School, Jr. High School and Middle School departmental meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes.

**c.** Multi-building meetings called at the discretion of the Superintendent shall commence twenty (20) minutes after the latest school's student dismissal and shall run for no more than sixty (60) minutes in duration.

**d.** Elementary curriculum meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes.

**e.** Four (4) New Teacher meetings shall begin within twenty (20) minutes of student dismissal time and four (4) shall begin at 3:30 PM.

**3.** Unless an emergency meeting is required, no meetings shall be scheduled on Fridays or on any day immediately preceding any holiday. In case of any emergency meeting, the appropriate building administrator shall notify and confer with the Association building representative(s) prior to calling said meeting.

**4.** The notice for any meeting shall be given to the teachers involved at least five (5) school days prior to the meeting,

except in an emergency. The notice of an agenda for any meeting shall be given to the teachers involved at least two (2) school days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

5. Teachers shall continue to perform duties at Back-to-School nights in accordance with existing practice.

**C. Class Coverage.**

1. In departmentalized situations, the Principal shall establish a pool of all available teachers each period.

2. In the event a teacher in a departmentalized situation is absent, and a substitute is not available, or the situation requires substitution for less than a full school day, the Principal shall assign on a rotating basis those from the availability pool to perform such substitution.

3. Any teacher who performs this required assignment shall be remunerated at the following rates effective on the first coverage:

2003-04 - \$42 per period

2004-05 - \$43 per period

2005-06 - \$45 per period.

4. In the event an elementary teacher shall be used to substitute when a teacher is absent and a substitute is not available, he/she shall be remunerated at the same rates outlined in paragraph #3 above.

5. Nurses may be assigned to teaching duties within their certification. On such days, they will be guaranteed a preparation period, a lunch period equal to that of the other certificated staff, and a pro-rata reduction in office hours.

**6.** Nurses covering other schools will be paid the class coverage rate outlined in paragraph #3 above. Nurses covering for an absent nurse in the same building will not receive this compensation.

**7.** Nothing contained herein shall entitle a teacher assigned to a class to which more than one (1) teacher is assigned to additional compensation if the other teacher(s) are absent or unavailable.

**D.** Work Load. The following constitutes guidelines for the administrators concerned with scheduling practices as they now exist. Administrators shall make reasonable effort to arrange teachers' schedules to comply with these established guidelines.

**1.** In the High School, Junior High School and Middle School:

**a.** In an eight (8) period day situation, the normal load shall consist of five (5) classroom teaching periods, one (1) preparation period, one (1) duty-free lunch period daily, and one (1) duty period daily.

**b.** The Board may assign a teacher to a sixth (6th) classroom teaching period in lieu of a preparation period or a duty period, and either provide an additional preparation period or a duty period, as the case may be, in the other semester during that school year or compensate the teacher at the rate of:

\$2904 in 2003-04

\$2991 in 2004-05

\$3080 in 2005-06

per each semester of six (6) assigned teaching periods.

**c.** No teacher shall teach more than three (3) consecutive periods per day.

**d.** In a nine (9) period day situation, the above schedule shall pertain, except that the second (2nd) preparation period in each day shall be available for professional assignments not involving the responsibilities of planning lessons or monitoring student progress.

**e.** Payment will be made pursuant to paragraph D.1.b. of this Article on December 15 and May 31 for each semester, respectively.

**2.** Elementary teachers, excluding kindergarten teachers, shall be assigned two hundred twenty (220) minutes preparation planning time per week in usable blocks and excluding recess time, and should teach continuously for no more than two (2) hours and thirty (30) minutes.

**a.** A committee shall be established consisting of administration and EBEA designated representatives to review elementary schedules to determine if one (1) preparation per day for elementary school teachers is possible.

**3.** Kindergarten teachers shall be assigned to one (1) hour duty-free period between morning and afternoon sessions each day.

**4.** It is a goal of the district to provide coordinated preparation planning time each week to teachers who are required to teach with one or more other teachers.

**5.** In the event that the Board or administration makes changes or cannot adhere to the guidelines established, the teacher affected shall be notified by the administrator in writing, and if after the close of the school year, by certified mail. Within ten (10) days of receipt of notification and upon written request, by certified mail if after the close of the school year, the teacher may have a conference with the administrator to review the schedule.

The teacher, at his/her option and upon notifying the administrator, may have a representative of the Association present at the conference. If the teacher affected fails to initiate a request for a conference within the ten (10) day period following notification to review the schedule, the matter shall not be subject to the grievance procedure.

**6.** All teachers shall have a daily duty-free lunch period at least equal in length to that of the student.

**7.** Mentor Teacher/Provisional Teacher

**a.** No teacher shall serve as a mentor to more than one (1) provisional teacher at a time.

**b.** The Board shall provide training for all teachers who serve as mentors before the start of their assignments. Such training shall be scheduled for hours the teacher is required to work within the contract year.

The Board shall pay all costs connected with the training as specified in Article XIX.G.

**c.** No mentor teacher shall evaluate the performance of a provisional teacher.

**d.** A teacher serving as a mentor shall be paid in accordance with State regulations and the provision of Article XIII.B.

**8.** A committee shall be established immediately after ratification consisting of the Superintendent, the President of the Board of Education, two (2) administrators and four (4) representatives of EBEA. This committee shall do an in-depth study of elementary teacher duties. Within ninety (90) days after the first meeting of the committee, it shall make

recommendations satisfactory to both the Association and the Board for resolution of such issues as it considered.

**E. Vacation (12 month certificated personnel).**

1. All certificated personnel on a twelve (12) month contract will have their vacation days credited at the rate of two (2) per month until their maximum of twenty (20) days per year is reached. Effective on the sixth (6<sup>th</sup>) workday after notification of their separation from the district, employees will have the right to utilize all vacation days before expiration of their contract if they so desire.

2. Said employee may accumulate and carry over into any future year no more than ten (10) vacation days, effective with the 1989-90 school year. All days previously accumulated shall be banked.

a. As per the Superintendent's existing practice, a one (1) month extension for carrying over vacation days may be granted to anyone who is unable to use all vacation days prior to June 30, due to the press of business as determined by the Superintendent.

3. All requests for vacation are subject to approval in advance, consistent with existing practice.

4. Certificated personnel, or their estate, shall be paid for all vacation days accrued at time of termination of employment or retirement.

5. No certificated employee shall take vacation days one (1) week prior to the opening of the school year, or use more than five (5) consecutive vacation days on days when students are present in school, except by mutual agreement between the employee and the immediate supervisor.

**F. Non-Certificated Employees.**

**1. Secretary-Clerical Employees.**

**a.** The working day for secretaries-clerical employees shall be seven (7) hours in length excluding lunch. Secretaries-clerical employees are permitted to leave their work site on a reasonable and informal basis.

**b.** Vacation - 12 month personnel only:

**(1)** Completion of 1 through 4 years of the anniversary date of employment - 2 weeks.

Completion of 5 through 9 years of the anniversary date of employment - 3 weeks.

Completion of 10 years of the anniversary date of employment - 4 weeks.

Completion of 20 years of the anniversary date of employment - 21 days.

Completion of 21 years of the anniversary date of employment - 22 days.

Completion of 22 years of the anniversary date of employment - 23 days.

Completion of 23 years of the anniversary date of employment - 24 days.

Completion of 24 years of the anniversary date of employment - 25 days.

**(2)** Any ten (10) month secretary-clerical employee who becomes a twelve (12) month secretary-clerical employee shall

have his/her years of service in the district as a ten (10) month secretary-clerical employee count as vacation credit in accordance with F.1.b.(1) above.

**c.** All requests for vacation shall be subject to approval in advance, consistent with existing practice.

**d.** All vacation shall be accrued on a pro-rata basis.

**e.** No secretary or clerical employee may accumulate and carry over into any future year more than ten (10) days allotment of vacation, effective with the 1989-90 school year. All days previously accumulated shall be banked. As per the Superintendent's existing practice, a one (1) month extension for carrying over vacation days may be granted to anyone who is unable to use all vacation days prior to June 30, due to the press of business as determined by the Superintendent.

## **2. Information Technology Personnel**

**a.** The working day for information technology personnel employees shall be eight (8) hours in length including a one (1) hour lunch. Information Technology personnel employees are eligible for overtime in accordance with Article XIII, D.

**b.** Vacation – Information Technology personnel employees, excluding the Technical Resource Coordinator:

**(1)** Completion of 1 through 4 years of the anniversary date of employment - 2 weeks.

Completion of 5 through 9 years of the anniversary date of employment - 3 weeks.



Completion of 10 years of the anniversary
date of employment - 4 weeks.
Completion of 20 years of the anniversary
date of employment - 21 days.
Completion of 21 years of the anniversary
date of employment - 22 days.
Completion of 22 years of the anniversary
date of employment - 23 days.
Completion of 23 years of the anniversary
date of employment - 24 days.
Completion of 24 years of the anniversary
date of employment - 25 days.

**c.** All requests for vacation shall be subject to approval in advance, consistent with existing practice.

**d.** All vacation shall be accrued on a pro-rata basis.

**e.** No Information Technology personnel employee may accumulate and carry over into any future year more than ten (10) days allotment of vacation, effective with the 1989-90 school year. All days previously accumulated shall be banked. As per the Superintendent's existing practice, a one (1) month extension for carrying over vacation days may be granted to anyone who is unable to use all vacation days prior to June 30, due to the press of business as determined by the Superintendent.

**3. Custodians, Maintenance & Grounds Personnel.**

**a.** For custodial, maintenance and grounds personnel, i.e. full-time contracted employees defined as forty (40) hours per week for day staff and thirty-seven and one-half (37 1/2) hours for night staff, pay shall be one and one-half for hours worked in excess of their schedule. Custodial overtime for Saturdays, Sundays and holidays shall be a minimum of two (2) hours.

**(1)** The parties agree to negotiate the terms and conditions of employment associated with a weekend custodial shift if such a shift is reinstated.

**b.** Vacation - 12 month personnel only:

Completion of 1 through 4 years of the anniversary date of employment - 2 weeks.

Completion of 5 through 9 years of the anniversary date of employment - 3 weeks.

Completion of 10 years of the anniversary date of employment - 4 weeks.

Completion of 20 years of the anniversary date of employment - 21 days.

Completion of 21 years of the anniversary date of employment - 22 days.

Completion of 22 years of the anniversary date of employment - 23 days.

Completion of 23 years of the anniversary date of employment - 24 days.

Completion of 24 years of the anniversary date of employment - 25 days.

**c.** All requests for vacation shall be subject to approval in advance, consistent with existing practice.

**d.** All vacation shall be accrued on a pro-rata basis.

**e.** No custodians, maintenance and grounds personnel may accumulate and carry over to any future year more than ten (10) days allotment of vacation, effective with the 1989-90 school year. All days previously accumulated shall be banked. As per the Superintendent's existing practice, a one (1) month extension for carrying over vacation days may be granted to anyone who is unable to use all vacation days prior to June 30, due to the press of business as determined by the Superintendent.

**4.** Non-Certificated Personnel:

**a.** All twelve (12) month contract personnel will have their vacation days credited on a monthly basis.

**b.** Upon termination of employment, accrued vacation shall be paid at time of severance, except as noted in (c) below.

**c.** If the minimal full two (2) weeks notice is not given by a non-certificated employee, earned vacation shall be paid by subtracting the number of days less than ten (10) that the notice was not given from the days accrued.

**d.** Should an employee die while in the employ of the Board, the employee's estate shall be paid as set forth in (b) above. Paragraph (c) shall not apply to (d).

**5. Transportation**

**a.** The scheduled work load for transportation personnel shall not exceed forty (40) hours per week. Hours worked in excess of forty (40) hours per week shall be paid at straight time and one-half. The start and end of the work day is dependent on route assignments for all drivers. The school bus driver will work a minimum of twenty (20) hours per week.

**b.** Any employee may be required by the employer, at Board expense, to undergo a complete physical and/or psychological examination to ascertain fitness for continued employment.

**6. School Aides.**

**a.** The work day for school aides shall not exceed eight (8) hours per day.

**b.** School Aides are permitted to leave their worksite on a reasonable and informal basis by mutual agreement between the teacher and the aide.

**7. Instructional Aides**

**a.** Instructional Aides can be assigned before and after student day duties monitoring student arrival and departure with teachers.

**b.** Instructional Aides shall receive a minimum of thirty (30) minutes per day of non-student contact time, excluding lunch time.

**c.** Instructional Aides shall have a daily duty-free lunch period at least equal in length to that of the student.

**8. Child Nutrition Personnel.**

**a.** All child nutrition personnel who work four (4) or more hours per day shall be paid a half-hour lunch period. Any employee working less than four (4) hours shall receive a fifteen (15) minute break.

**b.** All salaried employees will work in accordance with the ten (10) month teacher calendar.

- c.**
- (1)** High School Cook Manager- 8 hour day.
  - (2)** Junior High School Cook Manager - 8 hour day.
  - (3)** Elementary Leads - 4 1/2 hour day, 5 hour day, or 6 hour day
  - (4)** High School Cook - 8 hour day.
  - (5)** Junior High School Cook 7 hour day
  - (6)** Middle School Cook Manager - 6 1/2 hour day.
  - (7)** Hourly employees range from 3 to 7 hours per day.

**G.** Should a change in summer school hours be implemented, the stipend shall be adjusted on a pro-rata basis.

**H.** When a non-certificated employee is assigned to substitute for another employee and serves in the higher paid title for three (3) days or longer, then in that event the employee who substitutes shall be remunerated at the higher rate for all time served as a substitute. The Board agrees that it will not rotate substitutes for the purpose of avoiding payment under this paragraph.

## ARTICLE XI

### NON-TEACHING DUTIES

**A.** Teachers shall not be required to perform the following duties:

1. Keeping registers.
2. Transporting books and other instructional materials of such

quantity without carts and assistance at the opening and closing of the school year.

3. Chaperoning of fifth grade promotion ceremonies, dances, the variety show, the Battle of the Bands, or evening public orchestra, and/or chorus concerts of 50 students or more, except under the following conditions:

a. Chaperoning for the above events shall be done by the advisors of the sponsoring activity as part of their advisor stipend. Additional chaperones as may be determined by the building administrator shall be determined on a voluntary basis. However, in the event there are insufficient volunteers, the administration shall make assignments on a rotating basis. Volunteer, or assigned, certificated and non-certificated chaperones shall be paid a stipend for the entire affair of:

\$63 per person in 2003-04

\$65 per person in 2004-05

\$67 per person in 2005-06.

4. Chaperoning of any field trip that is scheduled to extend more than one (1) hour beyond the school day, except under the following conditions:

**a.** Chaperoning for the above events shall be done by the advisors of the sponsoring activity as part of their advisor stipend. Additional chaperones as may be determined by the building administrator shall be determined on a voluntary basis. However, in the event there are insufficient volunteers, the administration shall make assignments on a rotating basis. Volunteer, or assigned, certificated or non-certificated chaperones shall be paid a stipend equal to one quarter (1/4) of the stipend for employees who participate in overnight education programs.

**5.** Correcting standardized tests used at the direction of the Board or the administration, and administered to class size or larger groups. This item shall not apply to mid-term and final examinations.

**6.** Picture taking and/or lamination of identification cards.

**7.** Counting or verifying insurance and picture money collections.

**B.** No employee shall be required to use their cars to transport students.

**C.** Teachers need not transfer grades from report cards to cumulative records or folders in schools where guidance counselors exist.

**D.** Any teacher whose presence is required at the 5:00 - 9:00 p.m. night conferences shall be paid a stipend as follows:

2003-04 -\$106

2004-05 - \$109

2005-06 - \$113

On those days, all teachers will teach no more than one-half (1/2) day.

## ARTICLE XII

### EMPLOYMENT PROCEDURES

**A. 1.** Each presently employed employee shall be placed on his/her proper step of his/her salary schedule in accordance with his/her status as of the beginning of his/her contractual year.

**2.** The Board reserves unto itself the right to grant credit for any experience which it deems of value to the school system at the time of initial employment.

**B.** Previously accumulated unused sick leave days, in this particular district, shall be restored to all returning employees who were on Board approved leave.

**C. 1.** Certificated Personnel:

**a.** Full credit for teaching experience is allowed.

**b.** Full credit for up to four (4) years military service is allowed.

**c.** All changes in salary based upon additional training become effective on September 1 or February 1 of each school year. This training must be completed prior to September 1 for the salary change to take effect September 1 and prior to February 1 for the change to take effect February 1. Requests for salary changes must be supported by official transcripts from accredited colleges or universities, and filed in the Superintendent's Office. Credits taken for certification are not valid for B + 18 or M + 30.

**d. (1)** Bachelors + 18 placement must consist of graduate level courses.



**(2)** For movement beyond the Masters column on the guide, the graduate credits must be in addition to those required for the degree. Graduate credits earned prior to July 1, 1989 must have been acquired after the Masters degree was earned. However, graduate credits earned after July 1, 1989 are applicable.

**(3)** Effective January 1, 1995, pre-approved continuing education units (CEU's) may be used for placement on the B+18 or M+30 as set forth in Article XXII B.

**(4)** Credits for preapproved undergraduate courses shall be used for placement on the B+18 or M+30 guides as set forth in Article XXII A.2.a.

**D. Non-Certificated Personnel:**

**1.** Seniority is defined as an employee's continuous length of service and shall commence as of the original date of hire. An employee's seniority shall be his/her date of commencement of employment, including the probationary period, for purposes of benefits. Seniority shall prevail among tenured employees in matters concerning layoffs, recalls, when the skill and ability in performing the work in question are relatively equal among the employees involved, in the opinion of management.

## **ARTICLE XIII**

### **SALARIES**

**A.** Salary guides for personnel are set forth in enclosed guides and made a part hereof, except for ratios and extra stipends.

**1.** Special education teachers employed through June 30, 1976 shall receive an additional \$500 stipend above guide placement.

**2.** All speech therapists currently employed and receiving an additional ratio of .08 above guide placement for the position shall continue to receive said stipend yearly until termination of employment as a speech therapist.

**a.** Effective July 1, 1976, no newly employed speech therapist shall receive the additional ratio stipend.

**3.** All learning disability teacher consultants and social workers employed prior to July 1, 1980 shall receive an additional .08 ratio above guide placement for the position.

**a.** Effective July 1, 1980, newly employed ten (10) month learning disabilities teacher consultants and ten (10) month social workers shall receive a stipend of:

\$2820 in 2003-04

\$2961 in 2004-05

\$3116 in 2005-06

above guide placement.

**b.** Effective July 1, 2003, newly employed twelve (12) month learning disabilities teacher consultants and twelve (12) month social workers shall receive a stipend of:

\$6205 in 2003-04

\$6515 in 2004-05

\$6857 in 2005-06

above guide placement.

**4.** Psychologists employed prior to July 1, 1980 shall receive an additional .23 ratio above guide placement, of which .10 shall be for the position, and .13 shall be for the work year as defined in Article IX.A2.

**a.** Effective July 1, 1980, newly employed psychologists shall receive a stipend of:

\$8461 in 2003-04

\$8884 in 2004-05

\$9351 in 2005-06

above guide placement.

**b.** Stipends for 10-month psychologists are:

\$3495 in 2003-04

\$3670 in 2004-05

\$3862 in 2005-06

above guide placement.

**5.** Guidance counselors who were employed prior to July 1, 1980 and who continue in twelve (12) month positions shall receive an additional .16 ratio above guide placement, of which .03 is for the position, and .13 is for the work year as defined in Article IX.A3.

**a.** Counselors employed for a ten (10) month work year shall receive a stipend of:

\$2820 in 2003-04

\$2961 in 2004-05

\$3116 in 2005-06

above guide placement.

**b.** Counselors employed for a twelve (12) month work year hired after July 1, 1980 shall receive a stipend of:

\$6205 in 2003-04

\$6515 in 2004-05

\$6857 in 2005-06

above guide placement.

**6.** The stipends for 10-month student assistance specialists shall be determined by their endorsements.

**7.** Cooperative education teacher coordinators shall receive an additional .15 ratio above guide placement, of which .05 shall be for the position, and an additional .10 for the extended work year during July and August as defined in Article IX.A4.

**a.** Effective July 1, 1980, newly hired cooperative education teacher coordinators shall receive a stipend of:

\$5640 in 2003-04

\$5922 in 2004-05

\$6233 in 2005-06

above guide placement.

**8.** All tenured teachers shall receive \$250 above guide placement, to be included in the regular paychecks.

**9. Summer Workshops.**

**a.** Teachers participating in summer workshops shall be either awarded either CEU credit or, at the option of the teacher, be remunerated at the rate of:

2003-04 \$103 per day

2004-05 \$106 per day

2005-06 \$109 per day

**(1)** The Board of Education shall follow the procedure below for offering either CEU credit or the negotiated rate of pay as remuneration for summer workshops:

**(a)** The Board of Education agrees that it has no intention of assigning summer workshop slots dependent on the option of remuneration that the teacher selects.

**(b)** The teacher shall select the workshop(s) he/she wishes to attend.

**(c)** Upon receiving notification of acceptance into the workshop(s), the teacher shall notify the Board whether he/she selects CEU credit or the negotiated rate as remuneration.

**b.** Non-certificated 10-month employees participating in summer workshops shall be remunerated at the following rates:

2003-04 \$58 per day

2004-05 \$59 per day

2005-06 \$61 per day

**c. (1)** Employees who are required to present an in-house summer or in-service workshop shall be paid:

\$50 per hour in 2003-04

\$52 per hour in 2004-05

\$54 per hour in 2005-06

**(2)** Employees who are required to present an in-house summer or in-service workshop shall be paid for one (1) hour of preparation time for each presentation session at the rate specified in A.9.c.(1).

**10. Summer Employment.**

**a.** 10-month certificated employees who are required to work during the summer season shall receive their per diem rate for such service. If required to work less than a full day, the per diem rate shall be pro-rated.

**b.** 10-month certificated employees who conduct kindergarten orientation and/or preschool handicapped orientation during the summer season shall receive the teachers' summer workshop rate for each session.

**c.** 10-month non-certificated employees who are requested to work during the summer at their same jobs shall be remunerated at their regular hourly rate. If said employees are requested to work during the summer at jobs different from their regularly assigned jobs, they shall be remunerated at the rate of \$10 per hour.

**d.** Ten (10) month certificated employees who attend IEP meetings during the summer shall be paid one fourth (1/4) of the summer workshop rate in 9.a. above for each hour of attendance.

e. Ten (10) month certificated employees who test new students during the summer shall be paid their regular hourly rate for each hour of testing.

**11.** Employees who conduct sports pre-physical screenings and/or assist medical personnel during sports physicals shall be paid:

\$46 per two (2) hour session in 2003-04

\$48 per two (2) hour session in 2004-05

\$49 per two (2) hour session in 2005-06

Any time in excess of two (2) hours shall be paid at a rate of:

\$19 per hour in 2003-04

\$19 per hour in 2004-05

\$20 per hour in 2005-06

prorated for any fraction thereof.

**a.** The Board of Education shall follow the procedure below for offering sports physical assignments:

**(1)** The positions will be posted for a reasonable period of time for voluntary sign-ups by all interested employees.

**(2)** In the event insufficient volunteers are secured from among the employees, the Board shall solicit appropriately qualified non-employees in order to fulfill its staffing requirements.

**(3)** Should these staffing requirements still not be met, the Board shall have the right to assign qualified employees in inverse order of seniority. In the event any particular employee is unavailable for good cause, he/she shall be skipped.

**(4)** Employees who volunteer for sports physical assignments shall be moved to the top of the seniority list for the next sports physical cycle only.

**12.** An employee who provides piano accompaniment at a District function for which he/she is not the advisor shall be paid the presenter rate specified in A.9.c. above for each hour of accompaniment.

**13.** Teachers who work as the after-school media specialist shall be paid:

\$27.00 per hour in 2003-04

\$28.00 per hour in 2004-05

\$28.00 per hour in 2005-06.

**a.** Employees who work as the after-school media technology aide shall be paid:

\$17.00 per hour in 2003-04

\$18.00 per hour in 2004-05

\$18.00 per hour in 2005-06.

**14.** Saturday Detention Teacher/Proctor

**a.** Two (2) teachers will be paired for each session.

**b.** A session is four (4) hours in length with students in attendance for three (3) hours. The teacher shall use the fourth hour, which shall be divided before and after the students' session, to complete administrative tasks.

**c.** Each teacher shall be paid:

\$32.00 per hour in 2003-04

\$33.00 per hour in 2004-05



\$34.00 per hour in 2005-06.

- 15.** Employees who work as a language interpreter shall be paid:

\$52.00 per hour in 2003-04

\$53.00 per hour in 2004-05

\$55.00 per hour in 2005-06.

- 16.** Early Morning Program

**a.** The Program shall operate Monday through Friday for ninety (90) minutes prior to student entrance time.

**b.** The Site Manager shall be paid a level 1 Advisor Stipend.

**c.** The Lead School Aide shall be paid the stipend listed on the salary guides in addition to his/her hourly rate for each hour and part thereof worked.

**(1)** The Lead School Aide shall work the hours that the program is in session.

**d.** The School Aide shall be paid his/her hourly rate for each hour worked. The rate shall be prorated for any part of an hour worked.

- 17.** Teachers who teach SAT and PSAT prep courses after school hours shall be paid at the rate of:

\$64.00 per hour for 2003-04

\$66.00 per hour for 2004-05

\$68.00 per hour for 2005-06.

**B.** Teachers receiving payment for directing extra-curricular activities and coaching interscholastic sports will receive their stipend in two (2) equal payments as follows:

**1.** For seasonal activities:

Fall sports - October 15 & November 30.

Winter sports - December 15 and February 15.

Spring sports - April 15 and May 31.

**2.** For full-year activities the payment will be made on December 15 and May 31.

**C. 1.** Employees who participate in overnight education programs with the approval of their building Principal shall be reimbursed for legitimate out-of-pocket expenses. Employees remaining with students over night shall be compensated at the rate of:

\$100 per night per person in 2003-04

\$103 per night per person in 2004-05

\$106 per night per person in 2005-06.

**2.** Employees remaining with students overnight on non-workdays shall be compensated at one and a half (1 ½) times the rate per night per person stated in C.1 above.

**3.** Employees who accompany students on an overnight trip that extends beyond noon on Sunday shall be compensated for Sunday, at the rate of:

\$100 in 2003-04

\$103 in 2004-05

\$106 in 2005-06.

**D. 1.** Non-certificated personnel who work in excess of a forty (40) hour work week shall be paid straight time and one-half. Overtime shall be voluntary.

**2.** Secretaries and clerical employees who work overtime shall be paid at straight time and one-half for the hours worked in excess of a forty (40) hour work week.

**3.** Child nutrition personnel shall be paid straight time up to forty (40) hours per week and time and one-half for hours in excess of forty (40) hours per week.

**4.** Overtime opportunities shall be rotated among qualified employees in the work unit in which the overtime exists. Such overtime shall be accepted on a voluntary basis with rotation on a seniority basis. The use of seniority is limited to this issue.

**5. a.** At most, 240 hours of compensatory time off will be provided in lieu of monetary overtime compensation that would otherwise be required.

**b.** Compensatory time received by an employee in lieu of cash must be at the premium rate of not less than one and one-half (1 1/2) hours of compensatory time for each hour of overtime work.

**c.** Any employee who has accrued 240 hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation (in cash).

**d.** An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than:

(1) the average regular rate received by such employee during the last three (3) years of the employee's employment, or

(2) the final regular rate received by such employee, whichever is higher.

e. The employee who has accrued compensatory time off, and who has requested the use of such compensatory time, shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt operations.

f. The use of compensatory time off in lieu of overtime payment in cash requires an agreement or understanding reached prior to the performance of work.

E. No employee shall be required to pay for any medical examination required by the Board as a condition for continued employment, providing that he/she goes to a Board approved physician.

F. Payroll Dates. Pay periods end on the 15th of each month and on the last day of each month. Employees shall be given their checks on these specified days, with the exception that if such days fall on a weekend or within a vacation period, the checks shall be distributed to all employees on the last work day, as determined by the ten (10) month calendar, preceding such weekend and vacation periods.

G. Employees may individually elect to have a percentage of their monthly salary deducted from their pay. Payroll deductions, in multiples of \$10, can be deposited in a summer savings program and/or regular savings program with the Southern Middlesex County Federal Teachers Credit Union.

**H.** Employees employed on a ten (10) month basis shall receive their final checks on their last working day in June following clearance approval from their principal and/or supervisor.

**I.** On or before September 15, each employee shall receive a statement explaining the deductions from his/her salary. On or before the end of any pay period wherein a significant change is made in any employee's deductions, the employee shall receive a written explanation.

**J.** No hourly employee shall work for less than minimum wage. In the event the minimum wage is altered and an hourly employee is below, the parties agree to negotiate adjustments.

**K.** Nothing in this Agreement can be construed to mean that the Board has waived either the right to grant an extra increment or to withhold an increment.

**1.** Any increment or part thereof, if such is withheld, shall not be required to be restored in subsequent years in whole or in part. No employee shall have an increment withheld without just cause.

## ARTICLE XIV

### PROCEDURE FOR ASSIGNMENTS

**A.** Contracts normally will be distributed between April 15 and May 1 of the school year. Notice and/or contracts normally shall be returned, signed by the employee, within two (2) weeks of receipt of said notice or contract.

**B. 1.** No later than the last day of school of any year or earlier if conditions make possible, all teachers shall be notified in writing of the following matters concerning their assignment for the following year:

- a. subject to be taught,
- b. grade or class assignment,
- c. building assignment,
- d. length of school day and required hours.

**2.** No later than the last working day of school of each non-certificated employee, he/she shall be notified in writing of the following matters concerning his/her assignment for the following year where appropriate:

- a. building assignment
- b. required hours

**C.** In the event that changes are made in B1, 2, following the last day of school in any year, the employee affected shall be notified promptly in writing by certified mail. The employee may request a conference to review the change with the Superintendent or his/her designee. The employee at his/her option may have a representative of the Association present upon so notifying the Superintendent in writing.

**D.** No later than May 15 of any year, and earlier if conditions make possible, all teachers shall be notified of the school calendar for the following year.

**E. 1.** It is understood by all parties that many factors are involved in determining the items specified under B and D.

**2.** Circumstances and/or emergencies may necessitate a change. This section is not to prohibit changes to individual employees. The individuals and/or the Association shall be notified prior to implementation of such change.

**F.** In the event of a change pertaining to B after the last day of school to a specific teacher, such teacher is released from the requirement to provide a sixty (60) day notice of intent to resign unless the change occurs as a result of a decrease in the number of students. The teacher is required to notify the Superintendent of resignation within two (2) weeks after receiving the mailed notification of changed status to the specific teacher.

**G.** Traveling Employees.

**1.** Schedules of teachers who are assigned to more than one (1) school will be arranged to keep to a minimum interschool travel, recognizing first the instructional needs of students. Such teachers will be notified of any changes in their schedule as soon as practicable.

**2.** 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 per day:

**a.** will be reimbursed for all such travel between schools at a rate equal to the Internal Revenue Service allowance for travel;

**b.** will receive this reimbursement within a reasonable time after the proper submission of forms to the appropriate administrative office.

3. Employees shall not be required to use their personal vehicles to transport other employees.



## ARTICLE XV

### PROCEDURE FOR PROMOTIONS

**A.** All job vacancies will be publicized by notice on faculty bulletin boards and in areas where support staff bulletin boards are located. A notice shall be posted in each school. A copy of said notice shall be made available to the Association at the time of posting.

1. If any vacancy occurs after the close of school in June and before the opening of school in September, notice of such vacancies will be mailed to the Association at the time of posting.

2. The sole remedy for non-compliance shall be a requirement to re-post the position.

**B.** Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her authorized agent within the time limits specified in the notice. In the event the employee is not offered the position, the Superintendent or his/her authorized agent shall notify the employee in writing.

**C.** Nothing contained herein can be construed to imply that the Board has waived the right to fill any position in the school system with other than presently employed personnel, nor has it waived any right to determine qualifications of all those considered for such positions. In the event the employee is not offered the position, the Superintendent or his/her authorized agent shall notify the employee in writing.

**D.** In situations set forth in A above, position descriptions and/or qualifications shall be clearly set forth.

**E.** Advancement of employees desiring reclassification shall be based upon qualifications. Considerations for advancement from one classification to the next highest classification shall be afforded to employees (1) when vacancies occur, and (2) when the employee has acquired such skills and proficiencies as are required in the next highest classification and the employee has demonstrated capability in performing duties specified in the job requirements of the higher classification. The Superintendent shall make the decision after giving due consideration to the employee request and the needs of the district.

## ARTICLE XVI

### PROCEDURE FOR TRANSFERS

**A.** All transfers will be made at the discretion of the Superintendent after giving due consideration to area of employee competency, teacher's major and/or minor field of study, quality of work performance and length of service in the school district. Nothing contained herein can be construed to imply that the Board has waived the right to consider other factors such as the desired balance of any teaching staff or non-certificated employees in any school within the system.

**B.** Employee Request.

1. An employee, other than non-tenured, may request a change of school, assignment, or both when such request is made before May 1. A written request should be sent to the Superintendent through the Principal.

2. When a teacher is requesting transfer, such teacher will request up to three (3) choices of grade assignment and school.

**C.** Administrative Decision.

1. When the Superintendent believes that a transfer is necessary, the employee will be advised of this decision in writing immediately upon its becoming firm. The employee will have recourse to the provisions in Section B2.

2. Notice of all transfers will be given to the teachers concerned as soon as practicable, and under normal circumstances, before the end of the school year.

3. Teachers transferred within the building or to a new building shall be provided with custodial assistance and packing supplies.

**D. Notification of Vacancies.**

1. No later than April 1 of each school year there shall be posted in all school buildings a list of known vacancies as of that date which shall occur during the following school year. A copy of said list shall be furnished to the Association.

2. Certificated and non-certificated employees who desire a transfer or reassignment of position or to another building may file a written statement of such desire with the Superintendent or his/her designee. Such statement or request shall include the specific change or changes in order of preference, if such exists. Requests for transfer or reassignment shall be submitted not later than May 1 of a school year.

3. A list of the known vacancies that will exist the following year should be posted in all schools by April 1 so that the teachers may apply for open positions. This list should be kept up to date with new openings added periodically. During the summer, this list will be kept posted in the Board office.

## **ARTICLE XVII**

### **EMPLOYEE FACILITIES**

**A.** The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained. Each school shall have the following facilities:

**1.** Conveniently located appropriate and secure space for each teacher to store instructional materials and supplies.

**2.** A furnished, air-conditioned room, which shall be reserved for the exclusive use of employees as a lounge and/or dining area, shall be provided in each of the schools, but excluding the small elementary schools. Employees shall be expected to exercise care in maintaining the appearance and cleanliness of said lounge and/or dining area. It shall be regularly cleaned by the school's custodial staff.

**3.** One (1) serviceable desk, chair and filing cabinet shall be provided for the exclusive use of each teacher within one of the buildings to which the teacher is assigned.

**4.** Adjustable chairs, glare shields, and workstands will be provided for employees who use computer video display terminals.

**5.** A committee shall be established consisting of administration and EBEA designated representatives to study issues involving sufficient on-site parking for employees at each building.

**B. 1.** Lab and shop coats and smocks for art shall continue to be provided in accordance with present practices for those who request them.

2. Custodians shall receive two (2) uniforms during probationary period and a third uniform upon completion of probation. Two (2) additional uniforms will be provided upon request. Subsequent replacement may be had to a maximum of six (6) uniforms in any one (1) working year by turning in the worn-out uniforms to the Superintendent or his/her designee. Part-time custodial employees shall receive three (3) uniforms per year.

3. Maintenance and grounds personnel shall receive three (3) uniforms during probationary period and a fourth uniform upon completion of probation. Two (2) additional uniforms will be provided upon request. Subsequent replacement may be had to a maximum of seven (7) uniforms in any one (1) working year by turning in the worn-out uniform to the Superintendent or his/her designee.

4. Custodians, maintenance and grounds personnel will, after one (1) year of employment, receive a stipend toward the cost of safety shoes, not to be limited to one (1) pair of shoes. The stipend shall be:

\$93 for 2003-04

\$95 for 2004-05

\$98 for 2005-06.

5. Cafeteria, child nutrition personnel, shall receive three (3) uniforms and one (1) pair of shoes per annum.

6. Custodial, maintenance, and grounds personnel whose duties require outdoor work in foul weather shall be supplied with a parka, boots and gloves on a turn-in basis.

7. Custodian, maintenance and grounds personnel whose duties require them to use tractors, mowers, snow blowers and/or other outside equipment shall be provided with the following:

a. Non-prescription safety goggles suitable for driving that meet PEOSHA standards;

b. Safety ear protectors that meet PEOSHA standards;

c. Safety masks with replaceable filters that meet PEOSHA standards.

C. Suitable locker or closet space shall be provided for each teacher at the secondary schools.

## **ARTICLE XVIII**

### **SICK LEAVE**

**A. 1.** It is agreed that sick leave is hereby defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.

**2.** It is agreed that all persons holding any office position, or employment in all local school districts, regional school districts, or county vocational schools of the state, who are steadily employed by the Board of Education, or who are protected by tenure in their office, position or employment under the provisions of this or any other law, except persons in the classified service of the Civil Service under Title II, Civil Service, of the Revised Statutes, shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year. Two (2) additional days per year shall be added for personnel employed full time on a twelve (12) month basis.

**3.** It is agreed that if any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

**a.** All unused personal days will be converted to sick leave days and credited to the employee's accumulated sick leave.

**4.** Twelve (12) month employees shall be given a written accounting of accumulated sick leave days and vacation days no later than July 31 of each



year. Ten (10) month employees shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

**B. Payment for Unused Sick Days.**

1. To be eligible for payment for unused sick days, an employee must take an early retirement, a disability retirement, or a service retirement, and must have completed ten (10) years of service within the district.

2. Payment shall be based upon sick leave days that the retiring employee has accumulated beyond 30 days and at the rate, for certificated employees of:

\$64 per day in 2003-04

\$66 per day in 2004-05

\$68 per day in 2005-06

and for non-certificated employees of:

\$44 per day in 2003-04

\$46 per day in 2004-05

\$47 per day in 2005-06

3. Any employee who dies shall be entitled to have the benefits as outlined in B2 paid to his/her estate.

4. The employee may opt to receive the reimbursement of sick leave payment in the tax year he/she retires or to receive payment January 15 of the proceeding tax year, provided such deferral is permitted under IRS rules.

## **ARTICLE XIX**

### **TEMPORARY LEAVE OF ABSENCE**

**A.** In the event of death in the immediate family, an allowance of up to five (5) school days shall be granted.

**1.** Immediate family shall be considered father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, grandparents, daughter-in-law, son-in-law, grandchildren, or any relative or friend domiciled with the employee.

**B.** In the event of serious illness in the immediate family, an allowance of up to three (3) school days leave shall be granted. Immediate family is defined the same as A1 above.

**C.** In the event of a death of any other relative or close friend, an allowance of one (1) school day leave per year shall be granted if such is necessary.

**D.** In addition to those days of personal leave granted in paragraphs A, B and C above, an allowance of up to three (3) school days leave shall be granted for personal reasons.

**E.** In accordance with the present Board policy, an employee who is required to go on temporary military leave, including activation in the U.S. Reserves, State or National Guard, during his/her calendar work year, shall be paid an amount equal to his/her regular pay less any monies received for such temporary military service.

**F.** In the event an employee is required to serve on jury duty, such employee will have deducted from his/her salary the amount of money which will have been paid him/her for his/her service.

**G.** The Superintendent, at his/her sole discretion, may grant time to attend professional meetings, conferences, and visitations. The Board will bear the full cost of workshops, conferences, and conventions attended, provided prior approval of the cost is acquired. The costs shall include tuition, travel, room and board.

**H.** Temporary leaves granted shall not be charged against an employee's individual sick leave.

## **ARTICLE XX**

### **EXTENDED LEAVE OF ABSENCE**

**A.** An unlimited number of fully compensated days of illness or approved medical care, in excess of accumulated sick leave, in accordance with need and after proper application to the Superintendent, may be granted to all employees. In all cases, the Superintendent will review all the details with the Board and make recommendation concerning the status of the employee. The Superintendent may require a physician's certificate in case of sick leave claimed. Grievances initiated under this paragraph shall terminate at the Board level.

**B.** A leave of absence without pay of one or two years, as dictated by the program, may be granted subject to the recommendation of the Superintendent and subsequent Board approval to a tenured teacher who joins the Peace Corps, Vista, National Teacher Corps, or becomes an overseas exchange teacher. The employee must be a full-time participant with verification of acceptance in the program and dates of participation to be filed in the office of the Superintendent.

**C.** Child Rearing Leave.

**1.** A child rearing leave shall be granted upon request to any tenured employee for a period which shall not extend beyond the third June 30th for twelve (12) month employees, and August 31st for ten (10) month employees, after the date on which the leave is granted. All such leaves shall end on the last day of a marking period, or the last day of the school year in the case of the last marking period.

a. By April 15 of the preceding school year, employees must notify the Superintendent of their intent to return to the district on July 1 for twelve (12) month employees and September 1 for ten (10) month employees or their intent to remain on leave. Failure to provide notice by April 15 shall make the employee ineligible for the third year of a child rearing leave. In the event an employee is precluded from providing timely notice due to illness, family tragedy or other documented, unforeseen, extenuating circumstances, the April 15 notice can be waived by the Superintendent.

2. All requests for such leave shall be made at least sixty (60) days prior to the date of commencement of the child rearing leave. In the event of adoption or other emergency in which the employee does not have sufficient notice to meet this sixty (60) day requirement, the employee shall provide such notice as is possible under the circumstances, and the Board shall have the right to waive the notice and commencement date requirements set forth herein.

3. If the need for a child rearing leave is negated prior to its commencement, the employee shall notify the Superintendent/designee as soon as possible, and the leave shall be cancelled, provided the Board is not obligated thereby to employing both the employee and a replacement employee already under contract. If such leave has commenced and the need for it is negated, the employee shall notify the Superintendent/designee and be entitled to return at the beginning of the next marking period, provided the Board is not obligated thereby to employing both the employee and a replacement employee under contract.

4. Non-tenured employees may request and may be granted leave under the provisions above. However, such leave shall not go beyond the contract year in which it commenced.

**D. 1.** Employees shall be allowed to continue work during pregnancy contingent upon regular attendance and satisfactory job performance. Employees may be asked to submit a physician's statement to certify their continued fitness.

**2.** Employees may use accumulated sick leave as paid leave for reasons of disability related to pregnancy. The Superintendent/designee may require a physician's certificate verifying the disability and the duration thereof.

**E.** Upon return from leave granted pursuant to paragraph B of this Article, an employee shall be considered as if he/she were actively employed by the Board during the leave for salary purposes only, and not other benefits, and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been on leave.

**F.** All unused accumulated sick leave benefits accrued at the time of the starting date of any Board approved unpaid leave shall be restored to the employee upon return. Sick leave credit shall not accrue for the time of any Board approved unpaid leave of absence.

**G.** Other leaves without pay may be granted by the Board upon recommendation by the Superintendent.

**H.** Upon return from a one (1) year Board approved unpaid leave of absence, an employee shall be considered as if he/she were actively employed by the Board during the leave for salary purposes and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been on leave. Upon return from a Board approved unpaid leave of absence for more than one (1) year, but not more than two (2) years, the employee shall not advance one step on the salary guide, except as specified in paragraph E.

1. Effective with the 1993-94 contract year, an employee who takes a one (1) year Board approved leave shall no longer be considered as if he/she were actively employed by the Board during the leave for salary purposes, excluding the leave granted pursuant to paragraph E.

I. During any Board approved unpaid leave of absence, the employee shall be afforded the opportunity of participation in the group health insurance plan at his/her own expense.

## ARTICLE XXI

### EMPLOYEE EVALUATION PROCEDURES

**A.** All audio-monitoring and formal evaluation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. There shall be no monitoring of the lounges and workrooms.

**B.** Any written evaluation made after an observation by a supervisor shall be submitted to the employee within two (2) calendar weeks after such evaluation was made.

**C.** Written observations by supervisory personnel shall include a follow-up conference with the employee.

**D.** An employee shall be given a copy of his/her written evaluation report and be asked to sign it. This signature shall indicate only that the employee has seen the completed evaluation report. The employee has up to fifteen (15) school days to return the evaluation. Notwithstanding the timelines set forth in this paragraph, nothing contained herein shall preclude subsequent evaluations during the fifteen (15) day period. An employee shall be given a copy of his/her summary evaluation report. The employee has within five (5) school days from the annual summary conference to sign the report. The employee has fifteen (15) school days from the signing of the report to submit performance data including a response that are not included in the report. The submitted information shall be attached to the summary evaluation.

**E.** No evaluation report shall be submitted to the central office or placed in the employee's file without his/her knowledge. No employee shall be required to sign a blank or incomplete evaluation form.



**F.** The administration will consult with designated Association representatives in developing forms used for formal observation and evaluation reports.

**G.** All non-certificated personnel will be entitled to at least one (1) supervisory report prior to action concerning contract renewal for the subsequent or next employment year. All non-tenured teachers will be entitled to at least two (2) supervisory reports prior to April 1 of a school year and prior to recommendation concerning contract renewal.

**H.** The end-of-the-year summary evaluation shall be submitted to staff members by June 15.

## ARTICLE XXII

### PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

A. All full-time certificated staff members shall be eligible to receive reimbursement of tuition costs and fees for courses taken in an accredited college or university pursuant to the following:

1. Courses to be taken and institutions to be attended must be approved by the Superintendent of Schools or his/her designee in advance of the start of the proposed course.

2. Each teacher, upon submission of an invoice copy, a college bill (or copy), and a transcript indicating completion of graduate level studies with a grade of "B" or better in the area of the teacher's current certification, or courses leading to certification in administration and/or supervision, or as part of an approved degree-granting program, will be reimbursed subject to paragraph A1 to a maximum of:

\$1134 in 2003-04

\$1168 in 2004-05

\$1203 in 2005-06.

a. The Superintendent may approve undergraduate level studies for reimbursement in accordance with A.1. and A.2. above where applicable. If courses are approved, appropriate guide credit shall also be given.

3. Payments will be made until December 31 following each contract year.

4. Tuition reimbursement will be made to eligible certificated staff up to B + 30 credits (unless more than thirty (30) credits are required for a

Master's degree). To qualify for further reimbursement, a Master's degree is required.

5. Failure to achieve a grade of "B" or better shall negate reimbursement.

6. The cost of courses not completed, or which will be completed after resignation from the school system, shall be borne by the individual.

7. The total cost to the Board of the above-provisions shall not exceed:

\$130,000 in the 2003-04 school year

\$135,000 in the 2004-2005 school year

\$140,000 in the 2005-06 school year.

The parties agree that the procedures for distributing the money shall be developed by the Association and approved by the Administration.

**B.** One credit shall be awarded for the completion of fifteen (15) hours of Board approved continuing education units (CEU's).

1. All CEU's shall be offered during the school year (September - June). CEU's may be offered as part of the summer workshop program in accordance with the procedures outlined in Article XIII, A.9.a.- A.9.a.(1)(c).

2. All participation of employees in the CEU program shall be completely voluntary.

**C.** Where the Board recognizes a need for increased skills in an employee's current job category, full-time non-certificated employees shall be eligible to receive reimbursement for tuition costs and fees for courses taken on a voluntary basis pursuant to the following:

1. Courses to be taken and institutions to be attended must be approved by the Superintendent or his/her designee in advance of the start of the proposed course.

2. Each employee, upon submission of an invoice copy, a bill (or copy), and evidence of satisfactory completion of the course will be reimbursed subject to paragraph C1 to a maximum of:

\$788 in 2003-04

\$812 in 2004-05

\$836 in 2005-06

3. Payments will be made until December 31 following each contract year.

**D.** Non-certificated employees who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:

1. Participation must be approved in advance by the Superintendent or his/her designee.

2. In-service programs must be related to the occupation of the non-certificated employee.

3. Participation in the Black Seal license course shall be eligible for in-service credit for those employees who are not eligible for credit on the Custodial Salary Guide I.

4. In-service programs may be in-district or out-of-district workshops, seminars, and courses.

a. Only in-service programs taken on employees' time are eligible. Those programs may be paid for by the Board.

5. One (1) credit shall be awarded for the completion of fifteen (15) hours of Board approved in-service training;

6. Non-certificated employees shall receive an annual stipend pursuant to the following pattern up to a maximum of forty-five (45) credits:

	2003-04	2004-05	2005-06
# earned credits is fewer than 4	\$67	\$69	\$71
at least 4 but fewer than 7	\$134	\$138	\$142
at least 7 but fewer than 11	\$263	\$271	\$279
at least 11 but fewer than 14	\$397	\$408	\$421
at least 14 but fewer than 18	\$525	\$541	\$557
at least 18 but fewer than 21	\$659	\$679	\$699
at least 21 but fewer than 25	\$788	\$812	\$836
at least 25 but fewer than 28	\$922	\$950	\$978
at least 28 but less than 32	\$1,050	\$1,082	\$1,115
at least 32 but less than 35	\$1,185	\$1,220	\$1,257
at least 35 but less than 39	\$1,313	\$1,353	\$1,393
at least 39 but less than 42	\$1,447	\$1,491	\$1,535
at least 42 but less than 46	\$1,576	\$1,623	\$1,672

7. The in-service stipend of each non-certificated employee shall become effective on September 1 or February 1 of each school year. The training must be completed prior to September 1 for the salary change to take effect September 1 and prior to February 1 for the change to take effect February 1. Requests for salary changes must be supported by documentation filed in the Superintendent's office.

8. Non-certificated employees who have completed job-related training programs subsequent to July 1, 1997, shall be eligible for in-service stipend credits for the programs with the approval of the Superintendent.

E. Employees who obtain their Black Seal license shall be reimbursed for the cost of the course. Participation in the course shall be voluntary.

1. Payments will be made until December 31 following each contract year.

**F.** Where the Board requires employee(s) to utilize new technology, the Board shall provide training in that technology to the employee(s) on work time and at Board expense.

**1.** Where the Board requires instructional aides and school aides to use specific strategies with students, the Board shall provide training appropriate to the task to the employee on work time and at Board expense.

**G.** The in-house Master Teacher Program shall be implemented as designed by the designated representative of the Administration and the East Brunswick Education Association and approved by the Board.

**H. 1.** The Board shall maintain a grant program to encourage creative and innovative teachers to experiment in improving instruction and student learning during the ten (10) month school year. These proposed program grants must clearly define the objectives of the program and demonstrate measurable criteria for the accomplishment of objectives.

**2.** Proposal grants shall be adjunct to the regular teaching schedule and work day. Grants will include salary remuneration only when determined by the Superintendent of Schools that the project demands weekend, holiday or significant evening activity. Any salary remuneration or other funds to support the proposal shall be made on the recommendation of and at the discretion of the Superintendent.

**3.** Applications for grants during the ten (10) month school year should be filed by May 15 of the school year prior to the grant. Applicants shall be notified of approval by the last working day. The disapproval of a grant is not subject to the grievance procedure.

**4.** Grants shall be limited to a minimum of \$50 and to a maximum of \$2,000.00.

**5.** Grants shall be limited to no more than twelve (12) professional staff members in any one (1) year. Proposals may be submitted in writing, individually or by a group of teachers, for review and recommendation, through the building Principal to the Assistant Superintendent.

**I.** Cafeteria employees shall receive their hourly rate for each hour of in-service workshop or course work required by the Board, payable upon completion of the course work or workshop.

**J.** Instructional Councils

**1.** Faculty Councils.

**a.** There shall be maintained in each school with a Principal a Faculty Council of not less than three (3) nor more than eight (8) members in the elementary schools, not less than six (6) nor more than twelve (12) in the middle and junior high schools, and not less than six (6) nor more than fifteen (15) in the senior high school, elected by the staff.

**b.** The Faculty Council shall meet once a month, discuss and study professional matters pertaining to the building, and make recommendations in writing to the building Principal.

**(1)** The building Principal shall report back to the Council the progress of the recommendations within thirty (30) days in writing.

**c.** In addition, the Faculty Council shall, as necessary, work cooperatively with the District-wide Council on professional matters and projects pertaining to the school system.

**2.** District-wide Council.

**a.** There shall be continued in the school district a District-wide Council of not less than five (5) nor more than seven (7) faculty members selected from the members of the Faculty Councils by the President of the Association and such administrators designated by the Superintendent, not to exceed seven (7).

**b.** The Superintendent and the President of the Association are ex-officio members of the District-wide Council.

**c.** The chairperson of the District-wide Council shall be selected yearly, rotating each year between the administrators and the faculty members. The President shall appoint a secretary at the first meeting of each school year.

**d.** The District-wide Council shall meet once a month on a regularly scheduled basis and such other times as is necessary. The District-wide Council may establish such committees and sub-committees as necessary.

**e.** The District-wide Council shall meet, discuss and study professional matters pertaining to the school system.

**f.** The professional matters requiring discussion and study may be initiated by the District-wide Council or the Superintendent.

**g.** Recommendations of the District-wide Council shall be submitted in writing to the Superintendent. The Superintendent shall convey the Council's recommendation to the Board. The Superintendent shall report back to the Council the progress of the recommendation within sixty (60) days in writing.

**3.** Purpose of the Faculty Council and District-wide Council.



**a.** Neither the Faculty Councils nor the District-wide Council shall have as their purpose, nor shall they attempt the discussion, determination or settlement of grievances, changes in interpretation of the Agreement, or practices under the Agreement, or additions to or deletions from the Agreement.

**b.** Matters discussed by the Faculty Councils with the Principals or the disposition of recommendations made by the District-wide Council shall not be the subject of grievances.

**c.** Nothing in the establishment of the Faculty Councils nor the District-wide Council shall preclude the Superintendent, Assistant Superintendents, or building Principals from appointing faculty members to or forming within the district other committees or councils of an ad hoc nature to discuss, study or recommend to the administrators on matters of educational concern to the district.

**d.** The District-wide Council shall not have the authority to make policy, alter existing policy, or in any way depart from the established administrative or Board regulations; nor shall it have authority to make commitments for expenditures of funds. Meetings of the District-wide Council and the Faculty Councils shall take place other than the hours school is in session, unless the Superintendent shall at his/her discretion determine otherwise.

## **ARTICLE XXIII**

### **DEDUCTIONS FROM SALARY**

**A.** Association Payroll Dues Deductions. The Board agrees to deduct from the salaries of its teachers dues for the United Teaching Profession, which includes the East Brunswick Education Association, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. The Board agrees to deduct from the salaries of all employees, other than teachers, those dues for the above associations which the employee desires to join. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the East Brunswick Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.

**B.** The associations named above shall certify to the Board in writing by October 15 of a school year 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.

**C. 1.** The Board agrees to deduct from the salaries of its employees as authorized by the employees, tax sheltered annuities, credit union, United Fund contributions, United States Savings Bonds and guaranteed income protection insurance.

2. It is understood and agreed that the Board assumes no liability in connection with its agreement to make deductions in this paragraph. The sole responsibility of the Board shall be to make deductions as directed by the employee and to transmit those funds to the appropriate depositories in a businesslike manner.

**D.** Procedure for Withdrawal. The filing of notice of employee's withdrawal shall be prior to June 1 and become effective to halt deductions as of July 1 next succeeding the date on which notice of withdrawal is filed.

**E.** The Board agrees to continue to maintain an agency shop fee system in accordance with law. Such representation fee shall be equal to 85% of the applicable dues structure as provided by the Association to the Board. The Association will hold the Board harmless in the event of any suit or judgment. The Board shall have the right to select its own attorney to represent it, and the Association will assume all attendant reasonable attorney's fees as well as costs of suit.

## ARTICLE XXIV

### INSURANCE PROTECTION

**A.** The Board agrees to continue to pay one hundred (100%) percent of the premium for hospitalization and medical insurance coverage for all employees and their families employed by the Board prior to January 9, 1985. No employee who was eligible to receive Board payments for their health insurance as of June 30, 1984 will have such eligibility reduced as a result of a change in work schedule. Effective July 1, 1995, the medical deductible shall be \$100 single/\$200 family.

**1.** For employees hired after January 9, 1985, the formula for Board payment of premiums covered under this Article is as follows:

**a.** Employees working thirty (30) hours or more -- full coverage paid by the Board.

**b.** Employees working twenty (20) to twenty-nine (29) hours -- coverage for first six (6) months of employment is at the employee's expense; after six (6) months, the Board will pay one-half (1/2) of the cost of the premium.

**c.** Employees working less than twenty (20) hours -- no health insurance coverage paid by the Board.

**2.** Effective two (2) weeks after the paychecks are issued carrying the agreed-to raises, the primary hospitalization/medical insurance coverage shall be a PPO. The deductible shall be \$100 single/\$200 family. The PPO plan shall include at least the coverage of all items as

presented to the Association and agreed to, including, but not limited to, the following:

- a.** Nutritional Counseling;
- b.** All therapies, excluding mental health therapy, to a maximum of 45 sessions per therapy per year;
- c.** Acupuncture;
- d.** Orthotics with or without foot surgery;
- e.** Outpatient mental health benefit of 80% of 26 visits per year;
- f.** Inpatient mental health care of 21 days per year;
- g.** Elimination of preexisting condition requirements;
- h.** Elimination of pre-admission review sanction.

**3.** New employees hired after June 30, 1998, shall be entitled to employee-only health, dental and prescription benefit coverages in the PPO plan as described in this Article for the first four (4) years of their employment. Thereafter, the employee shall also be entitled to dependent coverage paid by the Board.. In the alternative, the employee may opt to be provided with family coverage under the Blue Choice program. At the end of the four (4) year period, employees may opt for family coverage under the PPO plan at the Board expense.

**a.** During the first four (4) years as set forth herein, if an employee whose family is entitled to coverage under Blue Choice wishes to purchase coverage under the PPO plan, he/she may do so by paying the difference in premiums between the two family plans.

**B.** The Board agrees to provide coverage under health insurance contracts for dependents until the calendar year in which they turn twenty-three (23), and further agrees to pay additional premiums up to an annual maximum of \$2.76 per employee with coverage on a parent/child contract basis and up to an annual maximum of \$3.60 per employee with coverage on full family contract basis.

**C.** The Board agrees to the inclusion of a rider to the major medical insurance policy providing for dental orthodontia coverage, and further agrees to pay premiums on an individual contract basis and on a family contract basis.

**D.** Any employee who is granted extended sick leave without pay by the Board shall also have the right to continued health insurance coverage by the Board for a period of leave not to exceed three (3) months.

**E.** Effective two (2) weeks after the paychecks are issued carrying the agreed-to raises, the Board shall provide a prescription drug insurance plan with a \$10 deductible for name brand drugs; a \$5 deductible for generic drugs only; and a \$5 deductible for bulk orders. Effective January 1, 2005, the amount shall be increased to \$12 for name brand drugs; \$7 for generic drugs; and a \$5 deductible for bulk orders.

**1.** The parties agree to the new, modified pharmacy list as presented by the Board at mediation and on file in the Board's Business Office and the Association Office.

**F.** Employees shall be offered the option of waiving all health insurance benefits as set forth in this Agreement. Any employee who executes an appropriate waiver provided by the Board will, for the school year to which the waiver applies, receive a lump sum check on the July 1 following conclusion of

that school year in the amount of \$500 for employees entitled to full coverage paid by the Board, and \$250 for employees for whom the Board would otherwise pay one-half (1/2) the cost of the premium. If an employee elects to return to coverage at any time during the year, he/she may do so, but forfeits the \$500 or \$250 payment. Entry and re-entry to coverage shall be in accordance with the rules of the carrier. New employees who elect not to take coverage shall receive a pro-rated share of the bonus.

**G.** Employees will be afforded the rights set forth under the federal C.O.B.R.A. statute and the rules and regulations adopted thereunder.

**H.** Effective January 1, 1995, the major medical maximum shall be increased from one (1) million dollars to unlimited coverage.

## **ARTICLE XXV**

### **MISCELLANEOUS PROVISIONS**

**A.** The Board, subject only to the language of this Agreement, reserves unto itself full jurisdiction and authority over matters of policy, and retains the right, in accordance with applicable laws and regulations, (1) to direct employees of the school district, (2) to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees, (3) to relieve employees from duties because of lack of work or other legitimate reasons, (4) to maintain the efficiency of the school district operations entrusted to them, (5) to determine the means, methods, and personnel by which such operations are to be conducted, (6) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

**B.** It is understood by all parties that the Association expressly agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions".

**C.** Both the Board and the Association, by mutual agreement, hereby agree to follow procedures outlined in this Agreement and to use no other channel to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

**D.** If 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 of this Agreement shall continue in full force and effect.

**E.** For all personnel for whom the Board authorized payment, the reimbursement for the use of privately owned automobiles shall be at a rate equal to the Internal Revenue Service allowance for travel.

**F.** Whenever any notice of negotiations, impasse or arbitration 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 at the following addresses:

**1.** If by Association to Board, at 760 Route 18, East Brunswick, New Jersey 08816.

**2.** If by Board to Association, at 575 Cranbury Road, Suites B1 & B2, East Brunswick, New Jersey 08816.

**G.** Each party shall equally share the cost of reproducing this Agreement. This Agreement shall be given to all personnel.

**1.** The Board shall provide the Association with a copy of job descriptions, including area of responsibility, for all existing certificated and non-certificated positions within the unit, once annually upon request.

**3.** The Board shall provide the Association with a copy of any new or revised job descriptions, including area of responsibility, for certificated and non-certificated positions within the unit within ten (10) days of its or its agent's adoption of said new or revised job description.

**ARTICLE XXVI**

**DURATION**

This Agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006, or until a successor Agreement has been negotiated.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, all on the day and year first above written.

EAST BRUNSWICK  
EDUCATION ASSOCIATION

EAST BRUNSWICK  
BOARD OF EDUCATION

\_\_\_\_\_  
CATHERINE SCHWARTZ, President

\_\_\_\_\_  
MICHAEL BAKER, President

ATTEST:

ATTEST:

\_\_\_\_\_  
RUTH RISMAN, Secretary

\_\_\_\_\_  
BERNARDO GIULIANA, Secretary

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