

Agreement Between
East Brunswick Board of Education
and
East Brunswick Education Association
2009-2012

Ratified by the East Brunswick Education Association
June 17, 2010

Ratified by the East Brunswick Board of Education
June 24, 2010

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.

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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:

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

but excluding:

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