

2388

AGREEMENT

BETWEEN

TOWNSHIP OF OCEAN BOARD OF EDUCATION

AND

TOWNSHIP OF OCEAN EDUCATION ASSOCIATION

TOWNSHIP OF OCEAN SCHOOL DISTRICT

OAKHURST, New Jersey

July 1, 1995

MEMBERS, OFFICERS AND STAFF

A. BOARD OFFICERS, MEMBERS AND STAFF

1. Board Members and Staff

Carney A. Vetrano, D.D.S.	President
Joel R. Shappirio, Ph.D.	Vice-President
Peter I. Bartlett	
Joseph A. Beggans	
Frank D. Curcio, Ed.D.	
Michael T. Fiorentino	
George Sariotis	
James R. Wagner	
Marianne Wilensky	
Douglas A. Deicke	Superintendent of Schools
Samuel W. Siciliano	School Business Administrator/ Board Secretary
Carl Nordell	Assistant School Business Administrator
Honora O'Brien-Kilgallen	Board Attorney

2. Board Negotiating Committee

Joel R. Shappirio, Ph.D.	Chairperson
Joseph A. Beggans	
George Sariotis	

B. EDUCATION ASSOCIATION OFFICERS AND STAFF

1. Education Association Officers

Elizabeth Bail	President
Joan Cooper	Vice-President
Gail Sathmary	Corresponding Secretary
Bea Kirk	Recording Secretary
Claire Eickmeyer	Treasurer
John Molloy	NJEA-UniServ

2. Education Association Negotiating Committee

Elizabeth Bail	Chairperson
Joan Cooper	
Sheryl Cole	
Bea Kirk	
Robert Cordrey	
James Forrest	

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ARTICLE I

RECOGNITION CLAUSE
TEACHERS, OFFICE PERSONNEL, CUSTODIANS,
GROUNDS AND MAINTENANCE

A. Pursuant to the provisions of Chapter 303 of the Laws of 1968 as amended, the Township of Ocean Board of Education recognizes the Township of Ocean Education Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for all classroom teachers, guidance counselors, librarians, learning disability specialists, psychologists, social workers, reading teachers, speech teachers, athletic coaching staff, extra-curricular activity advisors, behind-the-wheel driver education instructors, after school detention supervisors, nurses, Title One and Compensatory Education teachers, switchboard operators, clerktypists, data processing clerks, stenographers, secretaries, bookkeepers, custodians, groundskeepers and maintenance personnel.

B. Specifically excluded from representation by the Township of Ocean Education Association are the following: superintendent of schools, assistant superintendent of schools, principals, assistant principals, secretary to the superintendent, director of special projects, payroll manager, guidance director, coordinator of special services, supervisors, coordinators, cafeteria manager and workers, head custodians, bus drivers, supervisor of transportation, school aides, substitute teachers, per diem and hourly employees not mentioned herein.

C. Finally, unless otherwise indicated, the term "employee" when used hereafter in the Agreement, shall refer to all employees represented by the Association in the unit as defined above and references to males shall include females.

D. The Association recognizes the Board of Education's right to create new bargaining unit positions and the Board of Education agrees that any such created positions during the life of the contract will be added to the contract and the hours and wages pertaining thereto shall be bargained by the parties and such mutual agreement incorporated into the contract.

ARTICLE II

NEGOTIATION PROCEDURE
AND DURATION OF AGREEMENT
TEACHERS, OFFICE PERSONNEL, CUSTODIANS,
GROUNDS AND MAINTENANCE

A. The Association and the Board of Education shall mutually exchange their proposals for collective negotiations on or before September 15th of the calendar year preceding the period of the proposed agreement. These proposals shall be submitted, in writing, for presentation to the Board and the Association. Following the submission of the written proposals the designated representatives of the Board and the Association shall meet thereafter at reasonable times and negotiate in good faith.

B. During negotiations, the Board and the Association shall possess relevant data, exchange points of view and make proposals and counterproposals. In this connection, the Board will furnish the Association with all information in the public domain as soon as possible after the receipt of a request for such data.

C. Neither party in any negotiations shall have the control over the selection of the negotiating representative of the other party.

D. In accordance with State law, the Board agrees not to negotiate concerning employees in this bargaining unit with any organization, other than the Association, for the duration of this agreement.

E. All meetings between the parties shall be regularly scheduled to take place on school property at a mutually agreed upon location and when employees involved are free from assigned duties unless otherwise agreed. When, however, both parties determine that a meeting shall be scheduled during the school day, the employee involved shall suffer no loss of pay.

F. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be adopted by the Board and the Association, be signed by the Board and the Association and incorporated in this Agreement.

G. This Agreement shall be binding on the Township of Ocean Board of Education (TOBE) and the Township of Ocean Education Association (TOEA) from July 1, 1995 to June 30, 1998.

ARTICLE III
GRIEVANCE DEFINITION - PROCEDURE
TEACHERS, OFFICE PERSONNEL, CUSTODIANS,
GROUNDS AND MAINTENANCE

A. A grievance shall mean a complaint by an employee or the Association that there has been a personal loss or inequity because of a violation, misinterpretation or misapplication of policy, agreement or administrative decision to the individual or the Association.

B. A grievance to be considered under this procedure must be initiated within thirty calendar days of its occurrence, within the knowledge of the aggrieved, but under no circumstances will a grievance be processed if six months have elapsed since its actual occurrence.

C. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

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

PROCEDURE:

A. Any employee, or group of employees, who has a grievance shall discuss it first with the immediate supervisor involved in an attempt to resolve the matter informally except in cases affecting the Association. The Association shall have the right to present the grievance at the appropriate level where the grievance occurred or at which the protested decision was made. Presentation through the office of the Superintendent (or designee) as the Board's representative.

B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five calendar days, the latter shall set forth the grievance in writing to the principal, specifying the following:

1. the nature of the grievance and the injury, loss or inequity suffered
2. the results of previous discussion
3. his/her dissatisfaction with decisions previously rendered.

Upon receipt of the grievance, the principal will send a copy of the grievance to the Office of the Superintendent who will forward a copy to the Association and the immediate supervisor involved. Upon receipt of the grievance, the Association may elect to have a representative or representatives present at all grievance meetings. The principal will communicate his/her decision to the employee, the Association or its representative and the Superintendent of Schools, in writing, within five calendar days of receipt of the written grievance.

C. The employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal as specified above and the dissatisfaction of the employee with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten calendar days. The superintendent shall communicate his decision, in writing, to the employee, the principal and the Association.

D. If the grievance is not resolved to the employee's satisfaction, the employee may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance. The Board shall hold a hearing with the employee and a decision shall be rendered, in writing, within twenty calendar days of receipt of the grievance by the Board or the date of the hearing, whichever comes later.

E. If the Association determines that the grievance is meritorious and arises from any portion of the contract or its interpretation, it may submit the grievance to arbitration within fifteen calendar days after the receipt of the request by the aggrieved. (This means that only those grievances relating to the terms of this Agreement shall go to binding arbitration). Within ten calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall then be bound by the rules of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and shall hold hearings promptly. The arbitrator shall be requested to issue a decision not later than thirty days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth findings, reasoning and conclusions on the issues submitted. The arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

The decision of the arbitrator shall be binding upon the Board and the Association. The costs for the services of the arbitrator shall be shared equally by the Board and the Association and any other expenses incurred shall be paid by the party incurring the same.

F. At no point prior to an official hearing or meeting of the Board shall any employee or representative of said employee discuss with members of the Board, or any one of them, the subject of the employee's grievance or matters relating thereto.

G. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at any level and to state its views.

H. The employees, administrators and/or the Board may have representatives or witnesses of their choice in attendance at all levels of the grievance procedure.

I. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

J. If the conditions or terms of this Agreement are considered violated, the Board of Education shall also have the right to submit the alleged violations to binding arbitration in accordance with paragraph E of this section.

K. No reprisals of any kind shall be taken by the Board or any member of the Administration against any party in interest, any representative, any member of the Association or its committees, or any other participant in the grievance procedure by reason of such participation. Also, no reprisals of any kind shall be taken by a employee or the Association against any party in interest, any representative, any member of the Board of Education or its committees, or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV

BOARD RIGHTS
TEACHERS, OFFICE PERSONNEL, CUSTODIANS,
GROUNDS AND MAINTENANCE

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations to do the following:

1. to direct employees of the school district
2. to hire, promote, transfer, assign and retain employees in positions in the school district, and for just cause to suspend, to demote, discharge or take other disciplinary action against employees
3. to relieve employees from duty because of lack of work or for other legitimate reasons
4. to maintain the efficiency of the school district operations entrusted to them
5. to determine the methods, means 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. Participation by any member of the Association in a refusal to perform assigned duties shall be just cause for disciplinary action. Such action asserted by the Board or its Administration shall be proper subject matter for the grievance procedure as contained herein.

C. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted by law.

ARTICLE V

EMPLOYEE RIGHTS TEACHERS, OFFICE PERSONNEL, CUSTODIAL GROUNDS AND MAINTENANCE

PART A - TEACHERS

A. Pursuant to Chapter 123, P.L. 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the state of New Jersey, the Board undertakes and agrees that it shall not directly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, P.L. 1974 or other laws of New Jersey or the Constitution of the United States and of New Jersey; and that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates.

B. Whenever any teacher is required to appear before the Superintendent or his designee, Board or any committee member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representatives of the Association and/or its agent present to advise him/her and represent him/her during such meetings or interviews. Any suspension of a employee pending charges shall be with full pay except in those instances not recommended by the Superintendent of Schools and not approved by the Board of Education because of charges involving moral turpitude or criminal offenses.

C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. PERSONNEL RECORDS: The Township of Ocean Board of Education believes that complete personnel records should be maintained regarding all staff members. Copies of all evaluations, reports, requests for leave, absences, health reports and other pertinent information will be kept in the files located in the Office of the Superintendent of Schools. A staff member may, by appointment, review his personnel folder. However, references and other information given to the Superintendent of Schools in confidence from outside the school district will not be made available for review. References from within the district requested by employees also will not be available for review.

E. ADVANCEMENT: A member will be considered for promotion on the basis of educational qualifications, experience for the position and prior contributions to the school district.

When a vacancy for a promotional position (promotional position being defined as a position paying a salary differential and/or positions on the administrator supervisory level) arises, the Superintendent of Schools will:

1. Notify all staff members that a vacancy exists.
2. List the minimum qualifications for the position in his notice.
3. List the salary or salary range for each position in his notice.
4. Direct the candidates to make application to the superintendent of schools.
5. Send copies of vacancy announcements occurring within this unit to the association president. Teachers will be notified by mail of openings which occur during the summer and said job will be advertised for a two week period. The association President or designee shall receive two week notification of said advertisement by registered mail.

F. ASSIGNMENTS AND TRANSFERS:

The best educational program results from the selection of a school faculty which is well balanced in terms of the teacher's experience, background and competence. Assignments to all positions will be predicated upon the above statement.

Teachers will be provided with grade assignment, subject assignment and building assignment no later than the last day of school. In the event that a change must be made subsequent to such notification, the teacher will be notified and given an opportunity to meet and discuss the assignment or assignments with the administration.

A change in teaching position from one grade to another or from one school to another may be requested by the teacher affected, by the principal of the teacher's school or may be initiated by the superintendent and his staff. The approval of the superintendent is required for any transfer from one building to another.

The principal criterion for consideration of a request for transfer is whether or not the request will result in the best educational program for the district. A request for transfer will not be granted if the teacher does not qualify for the existing vacancy.

The following is the procedure that applies to transfers:

1. Not later than April 20 of each school year, the Superintendent of Schools will make available to all staff personnel a list of the known vacancies which will occur during the following school year.

2. Staff members who desire a transfer shall file a request in the form of a letter with the superintendent not later than May 1 of each year. If a staff member is to be transferred, the teacher and the administrator concerned will be notified in writing of the new assignment.

3. Supplemental lists of vacancies will be made available before the close of school in June. Staff members may apply in writing for these positions as they become available.

4. If more than one staff member has applied for the same position, the teacher best qualified for that position shall be appointed.

5. If an administrator requests that a teacher be transferred, the transfer will be made only after a conference between the teacher and the superintendent. Reasons for the transfer will be given to the teacher at this meeting.

6. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the school district, length of service in the particular school building and other relevant factors including, among other things, state and/or federal laws, rules regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

7. In those cases where retraining is deemed necessary by the superintendent as a result of a transfer the cost of such retraining will be borne by the district.

8. Transfers because of changing enrollments or other unusual situations may be made at any time.

G. SUPERVISION:

1. The Township of Ocean Board of Education believes that supervision of staff employees should be conducted professionally, openly and with the full knowledge of the individual employee. Supervision should be a positive and constructive help to a staff member in carrying out his/her duties.

2. Supervision will also be used to evaluate the performance of a staff member. Staff members are encouraged to take a positive interest in this important operation and to seek administrative assistance in solving their problems.

H. EVALUATION:

The administration is responsible for written evaluations of all employees. These responsibilities shall include the following:

1. Acquainting all teachers with the evaluative procedures and instruments during the first five weeks of school and advising all employees as to who shall observe and evaluate their performance.

2. Observing and evaluating all teaching personnel at least twice during the school year.

3. Presenting to the employee within five school days of the observation a written evaluation of the observation.

4. Having a conference within ten school days of each observation with the staff member for the purpose of identifying any deficiencies,

extending assistance for their correction and improving instruction. The written evaluation and the staff member's written comments, if any, signed by both, shall become part of the individual's personnel file.

5. Presenting at each conference a statement of the informal observations made by the administrator.

6. Preparing an annual evaluation report consistent with the requirements of the administrative code.

I. DISMISSAL OF A STAFF MEMBER:

Purpose:

The dismissal policy shall ensure that the Board of Education may dismiss or not reemploy school personnel and that employees may be dismissed or not reemployed only after fair practices have been followed.

Procedures:

1. Tenure Teacher

a. The Board of Education shall follow the procedures outlined in 18A:6, New Jersey Statutes Annotated, when dismissing a tenure teacher.

2. Non-Tenure Teacher

a. The administration shall observe and evaluate teaching personnel at least three times during each school year.

b. Each observation and evaluation shall be in writing and presented to the employee within five school days of the observation and evaluation.

c. Each observation and evaluation shall be followed within ten school days by a conference between the staff member and supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. The written evaluation and the staff member's written comments, if any, signed by both, shall become a part of the individual's personnel file.

d. The provisions outlined in procedure "b" and "c" listed above shall be followed in both formal and informal observations.

e. By May 15th in each year, the Board of Education shall give to each staff member either (1) a written offer of a contract or a statement of employment for the next succeeding year or (2) a written notice that such employment will not be offered or (3) a written statement that a decision on continuation has not yet been made.

f. Any non-tenure staff member who receives a notice of non-employment shall, at the time he receives such notice, be given a verbal review of the reasons for such action. These reasons shall be based on the written records in the teacher's personnel file. The teacher may request that the president of the Association or any other member of the Association so designated by the president be in attendance at this meeting.

g. Any non-tenure staff member who has received such notice of non-employment shall be entitled to a private appearance with the Board of Education upon written request submitted within ten calendar days from the date of receiving notification of non-employment. The Board of Education shall schedule an appearance by the teacher within thirty calendar days after the receipt of said request and both parties are entitled to have representatives of their own choosing present. The purpose of such an appearance shall be to permit the staff member an opportunity to convince the members of the Board to offer reemployment.

PART B - OFFICE PERSONNEL

1. Evaluation Procedure

A. All observation of the work performance of any office personnel shall be conducted openly and with full knowledge of the employee.

B. The employee shall be given a copy of any evaluation report prepared by the evaluator at least one day before any conference to discuss it. No such report shall be submitted to the personnel office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

C. The Township of Ocean Board of Education believes that complete personnel records should be maintained regarding all employees. Copies of all evaluations, reports, requests for leave, absences, health reports and other pertinent information will be kept in the files located in the office of the Superintendent of Schools. An employee may, upon written request, review his/her personnel folder. However, references and other information given to the Superintendent of Schools in confidence from outside the school district will not be made available for review.

D. No material derogatory to an employee's conduct, service, character or personality shall be placed in the latter's personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and that answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

E. Supervisory reports shall be presented annually to employees by the Supervisor designated by the superintendent in accordance with the following procedures:

1. Such reports shall be issued in the name of the person designated and not in the name of the position and shall be based upon a compilation of reports or observations and of discussions with any or all supervisory personnel who come into contact with the person in the supervisory capacity.

2. Such reports shall be addressed to the employee.
3. Such reports shall be written in narrative form and shall include when pertinent:
 - a. strengths of the employee as evidenced during the period since the previous report
 - b. areas in need of improvement as evidenced during the period since the previous report
 - c. specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated
4. Such supervisory reports are to be provided for non-tenure persons at least twice each year; the first not later than six (6) months and the last not later than twelve (12) months.

F. Final evaluation of the employee upon termination of the latter's employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this article.

2. Vacancies, New Positions, Transfers and Reassignment

Notice of all vacancies in office positions shall be posted in each school by the Director of Personnel within five days of:

1. receipt by Director of Personnel of a letter of resignation which has been acted upon by the Board
2. official Board action vacating a position or creating a new position within the school system.

B. The notice shall be posted for five work days. Interested employees shall proceed as follows:

1. notify immediate supervisor
2. apply in writing within five (5) working days.

The notice shall state the name of the job and a short description of the same and shall be posted at all work stations. (This provision does not apply in the case of an employee requesting a change in classification in the position he/she holds.)

C. The qualifications and abilities of employees who apply shall be evaluated.

D. Employees desiring a change in work assignment shall make their request in writing to the immediate supervisor. These requests shall be granted wherever possible. If there are no vacancies available at that time, prior consideration shall be given to the individuals requesting transfer when positions become available. Such requests shall be renewed annually.

PART C - CUSTODIANS, GROUNDS AND MAINTENANCE

A. Pursuant to Chapter 303, P.L. 1968 the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, P.L. 1968 or other laws of New Jersey or the Constitution of the United States and of New Jersey; and that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates.

B. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

C. Custodial, grounds and maintenance personnel covered by this agreement shall be entitled to the provisions of tenure as stipulated in N.J.S.A. 18A:17. Article 1. Tenure as referred to in this agreement will occur after employment of three consecutive years together with employment of the beginning of the next succeeding year.

ARTICLE VI
EMPLOYMENT
TEACHERS, OFFICE PERSONNEL, CUSTODIANS,
GROUNDS AND MAINTENANCE

PART - A - TEACHERS

The Board of Education believes that an adequate salary schedule is needed to secure and retain teachers who are competent and to encourage teachers in service to work for professional improvement.

A. PLACEMENT ON SALARY SCHEDULE

Teachers with previous experience in accredited public schools may receive some credit for this experience at the discretion of the Board of Education. In no case shall a new employee be placed above the level of a current employee with equal experience.

Each teacher is to be given full credit to the nearest full year for the total number of years of teaching when this experience is properly verified and attested to by the Superintendent of Schools. Only one partial year may be counted towards a full year of credit. This credit is subject to the following provisions:

1. To count as experience within the district the teaching must have started on or before the first teaching day in February.

2. To count as experience teaching service outside the district must total ninety or more full-time working days in one school year.

The Board of Education may, upon recommendation of the Superintendent of Schools, approve for placement on the salary guide teaching experience in non-public schools. The applicant will receive credit for one step on the salary guide for each year of teaching. No applicant will receive credit for more than four steps on the salary guide for non-public school experience. To qualify for such prior experience credit, the teacher must have been fully certified and must have been employed on a full-time basis.

The Board of Education may, upon recommendation of the Superintendent of Schools, approve for placement on the salary guide, work in industry which is directly related to the teaching position for which the applicant is applying. The applicant will receive credit for one step on the salary guide for every two years of approved related experience. No applicant will receive credit for more than four steps on the salary guide for related industrial experience.

Military experience or service will be counted as equivalent to teaching experience for the purpose of placement on this guide (four year limit).

B. RECLASSIFICATION, NEW PLACEMENT

There shall be twice yearly column adjustment on graduate credit, one being in September and the other in February.

It shall be the responsibility of the teacher to inform the Superintendent of Schools regarding any change or contemplated change in training level before October 15 in the case of a September column adjustment in the following school year and before March 15 in the case of a February column adjustment in the following school year. Evidence of such changes shall be submitted to the Superintendent of Schools not later than September 30 of each year in the case of a September column adjustment and not later than February 28 of each year in the case of a February column adjustment. A new contract will be issued only if these requirements are met.

The Board of Education reserves the right to withhold any part of an increment and/or adjustment up to the maximum increase provided in the salary schedule. The amount of the increment and/or adjustment granted by the Board shall be based upon the recommendations made by the superintendent. Withholding of any increment and/or adjustment shall be subject to the provisions found in New Jersey Statutes Annotated 18A:29.

An outstanding teacher may receive an additional increment beyond the regular increment in a given year upon recommendation of the superintendent and with the approval of the Board of Education.

All courses beyond the bachelor's degree level must be approved by the superintendent in order for these courses to count for advancement on the salary schedule.

C. SALARIES AND SALARY GUIDES

The Township of Ocean Board of Education and the Township of Ocean Education Association have agreed to the following salary guides for the 1995-96, 1996-97 and 1997-98 school years: (See Exhibits A,B and C).

TEACHERS' SALARY GUIDE

1995-96

EXHIBIT A-1

The "Years of Service" column in Exhibits A-1; A-2; and A-3 is used to determine maximum salary level placement for new staff members. See Part A-(A): Placement on Salary Schedule.

<u>YRS. OF SERVICE AS OF JUNE 30, 1995</u>	<u>SALARY LEVELS 1995-96</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DR.</u>
0	1	30,500.	32,175.	33,925.	36,005.	37,205.
1	2	30,750.	32,425.	34,175.	36,255.	37,455.
2	3	31,025.	32,700.	34,450.	36,530.	37,730.
3	4	31,375.	33,050.	34,800.	36,880.	38,080.
4	5	32,500.	34,175.	35,925.	38,005.	39,205.
5	6	34,750.	36,425.	38,175.	40,255.	41,455.
6	7	36,850.	38,525.	40,275.	42,355.	43,555.
7-9	8	38,850.	40,525.	42,275.	44,355.	45,555.
10-14	9	40,450.	42,125.	43,875.	45,955.	47,155.
15-19	10	42,535.	44,210.	45,960.	48,040.	49,240.
20	11	44,335.	46,010.	47,760.	49,840.	51,040.
21	12	49,655.	51,330.	53,080.	55,160.	56,360.
22	13	57,565.	59,240.	60,990.	63,070.	64,270.
23 & OVER	14	58,905.	60,580.	62,330.	64,410.	65,610.

EXHIBIT A-2 1996-97

<u>YRS. OF SERVICE AS OF JUNE 30, 1996</u>	<u>SALARY LEVELS 1996-97</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DR.</u>
0	1	31,350.	33,025.	34,775.	36,855.	38,055.
1	2	31,600.	33,275.	35,025.	37,105.	38,305.
2	3	31,900.	33,575.	35,325.	37,405.	38,605.
3	4	32,250.	33,925.	35,675.	37,755.	38,955.
4	5	33,050.	34,725.	36,475.	38,555.	39,755.
5	6	34,750.	36,425.	38,175.	40,255.	41,455.
6	7	36,850.	38,525.	40,275.	42,355.	43,555.
7	8	38,950.	40,625.	42,375.	44,455.	45,655.
8-10	9	40,950.	42,625.	44,375.	46,455.	47,655.
11-15	10	42,650.	44,325.	46,075.	48,155.	49,355.
16-20	11	44,500.	46,175.	47,925.	50,005.	51,205.
21	12	50,000.	51,675.	53,425.	55,505.	56,705.
22	13	57,570.	59,245.	60,995.	63,075.	64,275.
23 & OVER	14	59,605.	61,280.	63,030.	65,110.	66,310.

Longevity:

25-27 YRS.	650.
28-30 YRS.	850.
31 & OVER	1,050.

TEACHERS' SALARY GUIDE
1997-98
EXHIBIT A-3

<u>YRS. OF SERVICE</u> <u>AS OF</u> <u>JUNE 30, 1997</u>	<u>SALARY</u> <u>LEVELS</u> <u>1997-98</u>	BA	BA+30	MA	MA+30	DR.
0	1	31,475.	33,150.	34,900.	36,980.	38,180.
1	2	31,775.	33,450.	35,200.	37,280.	38,480.
2	3	32,225.	33,900.	35,650.	37,730.	38,930.
3	4	32,900.	34,575.	36,325.	38,405.	39,605.
4	5	33,580.	35,255.	37,005.	39,085.	40,285.
5	6	34,750.	36,425.	38,175.	40,255.	41,455.
6	7	36,850.	38,525.	40,275.	42,355.	43,555.
7	8	38,975.	40,650.	42,400.	44,480.	45,680.
8	9	40,975.	42,650.	44,400.	46,480.	47,680.
9-11	10	42,875.	44,550.	46,300.	48,380.	49,580.
12-16	11	44,675.	46,350.	48,100.	50,180.	51,380.
17-21	12	50,000.	51,675.	53,425.	55,505.	56,705.
22	13	57,585.	59,260.	61,010.	63,090.	64,290.
23 & OVER	14	60,225.	61,900.	63,650.	65,730.	66,930.

Longevity:

25-27 YRS.	675.
28-30 YRS.	900.
31 & OVER	1,125.

ATHLETIC PROGRAM SALARY GUIDE
1995-96, 1996-97, 1997-98
EXHIBIT B

	<u>1st YEAR</u>	<u>2nd YEAR</u>	<u>3rd YEAR</u>	<u>4th YEAR</u>	<u>5th YEAR</u>	
GROUP I						
<u>Head</u>						
Assistant to Athletic Director						
Football	\$4,600.	\$4,905.	\$5,130.	\$5,510.	\$5,905.	1995-96
Basketball	4,625.	4,930.	5,155.	5,535.	6,165.	1996-97
Wrestling	4,650.	4,955.	5,180.	5,560.	6,430.	1997-98
<u>Assistant</u>						
Football						
Basketball	\$4,300.	\$4,400.	\$4,550.	\$4,780.	\$5,120.	1995-96
Trainer	4,325.	4,425.	4,575.	4,805.	5,345.	1996-97
Wrestling	4,350.	4,450.	4,600.	4,830.	5,575.	1997-98
GROUP II						
<u>Head</u>						
Baseball						
Field Hockey						
Gymnastics	\$4,450.	\$4,600.	\$4,780.	\$5,055.	\$5,435.	1995-96
Soccer	4,475.	4,625.	4,805.	5,080.	5,675.	1996-97
Softball	4,500.	4,650.	4,830.	5,105.	5,925.	1997-98
Track						
Swimming						
<u>Assistant</u>						
Baseball						
Field Hockey						
Gymnastics	\$4,125.	\$4,225.	\$4,325.	\$4,400.	\$4,805.	1995-96
Soccer	4,150.	4,250.	4,350.	4,425.	5,020.	1996-97
Softball	4,175.	4,275.	4,375.	4,450.	5,235.	1997-98
Track						
Jr. High Coord.						
Swimming						
GROUP III						
<u>Head</u>						
Cross Country	\$4,125.	\$4,225.	\$4,325.	\$4,500.	\$4,805.	1995-96
Golf	4,150.	4,250.	4,350.	4,525.	5,020.	1996-97
Tennis	4,175.	4,275.	4,375.	4,550.	5,235.	1997-98
<u>Assistant</u>						
Cross Country	\$3,975.	\$4,025.	\$4,175.	\$4,225.	\$4,520.	1995-96
Golf	4,000.	4,050.	4,200.	4,250.	4,720.	1996-97
Tennis	4,025.	4,075.	4,225.	4,275.	4,920.	1997-98
GROUP IV						
<u>Head</u>						
Bowling	\$3,950.	\$4,000.	\$4,100.	\$4,200.	\$4,495.	1995-96
Cheering	3,975.	4,025.	4,125.	4,225.	4,690.	1996-97
	4,000.	4,050.	4,150.	4,250.	4,895.	1997-98
<u>Assistant</u>						
Bowling	\$3,925.	\$3,975.	\$4,025.	\$4,075.	\$4,315.	1995-96
Cheering	3,950.	4,000.	4,050.	4,100.	4,500.	1996-97
	3,975.	4,025.	4,075.	4,125.	4,695.	1997-98

NON-ATHLETIC PROGRAM SALARY GUIDE
1995-96, 1996-97, 1997-98
EXHIBIT C

	<u>1st YEAR</u>	<u>2nd YEAR</u>	<u>3rd YEAR</u>	<u>4th YEAR</u>	<u>5th YEAR</u>	
GROUP I						
Director of Activities						
Band Director						
Drama Director						
Stage Crew Manager	\$4,140.	\$4,215.	\$4,290.	\$4,365.	\$4,780.	1995-96
Light/Tech. Manager	4,140.	4,215.	4,290.	4,365.	4,990.	1996-97
Choral Director	4,140.	4,215.	4,290.	4,365.	5,210.	1997-98
DECA Club						
Yearbook Advisor						
Yearbook Bus. Manager						
Forensics Director						
Debate Club						
Newspaper Advisor						
Newspaper Advisor Intern.						
Student Council Advisor						
Senior Class Advisor						
GROUP II						
Technology Club						
Flag Twirler Advisor						
Baton Twirler Advisor						
Junior Class Advisor	\$3,865.	\$3,915.	\$3,965.	\$4,015.	\$4,620.	1995-96
Natl. Honor Society	3,890.	3,940.	3,990.	4,040.	4,825.	1996-97
Adelfi Club Advisor	3,915	3,965.	4,015.	4,065.	5,030.	1997-98
Key Club Advisor						
Literary Mag. Editor						
Chess Club Advisor						
Yearbook Adv. Intern.						
Young Authors Conference Advisor						
GROUP III						
African American History Club						
Assistant Band Director						
Assistant Forensics						
school Store Mgr.						
Instrumental Director	\$3,765.	\$3,815.	\$3,865.	\$3,915.	\$4,285.	1995-96
Vocal Director	3,790.	3,840.	3,890.	3,940.	4,475.	1996-97
Varsity Club Advisor	3,815.	3,865.	3,915.	3,965.	4,665.	1997-98
Soph. Class Advisor						
Freshman Class Advisor						
Band Director Intern.						
Chorus Director Intern.						
Assistant Drama Director						
Student Council Intern.						
Stage Crew Intern.						
Math Club Intern.						
Chorus Wanarassa						
Chorus Wayside						
Chorus OTES						
Olympics of the Mind/Academic Team						
N.O.T.h.s.						
GROUP IV						
Italian Club Advisor						
French Club Advisor						
Spanish Club Advisor						
Latin Club Advisor	\$2,190.	\$2,190.	\$2,190.	\$2,190.	\$2,190.	1995-96
Russian Club Advisor	2,285.	2,285.	2,285.	2,285.	2,285.	1996-97
S.A.D.D.	2,385.	2,385.	2,385.	2,385.	2,385.	1997-98
Science Research Club						
Adelphi Club						
Band Dir. Way/OTES						
Band Dir. Wanarassa						
Pride Club Intern.						
World Famine Relief						
Concert Club						

Sidebar Agreement

The Intergenerational Club at the High School will be reviewed after a period of one year for possible placement on a co-curricular guide in the 1996-97 school year.

OTHER SALARY SCHEDULES.

1. Teachers who perform intramural and co-curricular duties shall be paid at the following rates per hour:

<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
\$16.00	\$16.00	\$16.00

If the teacher cannot perform such duties through no fault of the teacher then the latter shall be paid the stipend for one hour.

2. Emergency coverage shall be compensated at the rate of \$15.00 per hour.

3. Teachers who perform home instruction duties shall receive \$20.00 per hour.

4. Mileage incurred shall be reimbursed at a rate of \$.22 per mile.

5. Chaperones for evening activities shall receive a stipend of \$37.00 per event for school dances, duration of student musicals and dramatic programs. Chaperones for overnight trips shall be compensated at the rate of \$125.00. Paid advisors to Extra Curricular activities are excluded from overnight stipends when they are supervising students involved in their club activity.

6. After school detention advisors shall be compensated at the following rates per hour:

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
O.T.I.S.	\$23.00	\$23.00	\$23.00
O.T.H.S.	\$23.00	\$23.00	\$23.00

7. School psychologist will receive a stipend of \$700.00 per year. Any new psychologists that may be hired by the district after July 1, 1995 will not receive this stipend.

**ARTICLE VI
PART B - OFFICE PERSONNEL
SALARY AND HOURS OF WORK**

A. The salaries of all 10- and 12-month office personnel covered by this agreement are set forth as follows:

1. SALARY GUIDE

**OFFICE PERSONNEL SALARY GUIDE
1995-96, 1996-97, 1997-98**

<u>STEP</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
1	\$15,800.	\$16,200.	\$16,500.
2	16,100.	16,925.	17,440.
3	16,975.	17,225.	18,165.
4	18,070.	18,100.	18,465.
5	18,685.	19,195.	19,340.
6	19,402.	19,810.	20,435.
7	20,488.	20,527.	21,050.
8	21,361.	21,613.	21,767.
9	21,943.	22,486.	22,853.
10	22,953.	23,168.	23,726.
11	23,153.	24,178.	24,408.
12	23,777.	24,378.	25,418.
13	24,433.	25,002.	25,618.
14	25,165.	25,658.	26,242.
15	25,694.	26,390.	26,898.
16	26,353.	26,919.	27,630.
17	27,013.	27,578.	28,159.
18	27,671.	28,238.	28,818.
19	28,330.	28,896.	29,478.
20	29,341.	29,555.	30,136.

Those off the guide will get the following increases:

1995-96	\$1,300.00
1996-97	\$1,325.00
1997-98	\$1,260.00

STIPENDS:

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Head Secretaries	\$1,000.00	\$1,000.00	\$1,000.00
Financial Bookkeeper In-Charge	1,300.00	1,300.00	1,300.00
Inventory Supply Bookkeeper	1,000.00	1,000.00	1,000.00
Data Processing Operator	3,000.00	3,000.00	3,000.00

2. CREDIT FOR PRIOR WORK EXPERIENCE

- a. One year's credit shall be given on the salary guide for one year experience in the same type of position in a public school system.
- b. One year's credit shall be given on the salary guide for two years of outside work experience in the same type of position in industry or other public work which does not include a public school system.
- c. New employees shall be granted full credit for prior work experience immediately upon assumption of their duties. They may receive a maximum of 3 years credit, thus placing them on the 4th step of the salary guide.

3. CREDIT LIMITATIONS

Credit for prior work experience shall be limited to a maximum of three years.

B. The regular work week shall be thirty-five (35) hours. Any time worked over the contractual hours shall continue to be paid at the rate of time and one-half.

C. The Association members shall work twelve months and will be paid in twenty-four semi-monthly installments on the 15th and 30th of each month.

D. On specific days when lunch is not served employees will be granted a one-hour lunch period.

ARTICLE VI PART C

SALARY GUIDES - CUSTODIAL, GROUNDS AND MAINTENANCE

A. The salaries of all employees included in these job categories are set forth as follows:

PART I CUSTODIAL SALARY GUIDE

<u>STEP</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
1	\$17,000.	\$17,500.	\$18,000.
2	17,496.	17,990.	18,530.
3	17,996.	18,486.	19,020.
4	18,528.	18,986.	19,516.
5	19,061.	19,518.	20,016.
6	19,345.	20,051.	20,548.
7	19,629.	20,335.	21,081.
8	20,085.	20,619.	21,365.
9	20,313.	21,075.	21,649.
10	20,938.	21,303.	22,105.
11	21,564.	21,928.	22,333.
12	22,422.	22,554.	22,958.
13	23,503.	23,504.	23,584.
14	24,243.	24,585.	24,586.
15	25,267.	25,325.	25,667.
16	26,064.	26,349.	26,407.
17	27,088.	27,146.	27,431.
18	28,068.	28,170.	28,228.
19	28,979.	29,240.	29,252.
20	30,150.	30,151.	30,415.
21	31,321.	31,322.	31,326.
22	32,492.	32,493.	32,497.
23	33,663.	33,664.	33,668.
24	34,834.	34,835.	34,839.
25	36,006.	36,010.	36,015.
26	37,177.	37,178.	37,185.
27	38,348.	38,349.	38,353.

PART II

ADDITIONAL COMPENSATION

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Black Seal Boiler License	\$1,100.00	\$1,100.00	\$1,100.00
Black Seal-In-Charge Boiler License	1,350.00	1,350.00	1,350.00
<u>Night Custodians-In-Charge</u>			
High School	1,700.00	1,700.00	1,700.00
Junior High School	1,700.00	1,700.00	1,700.00
Ocean Township Elementary School	1,250.00	1,250.00	1,250.00
Wayside School	1,250.00	1,250.00	1,250.00
Wanamassa School	1,250.00	1,250.00	1,250.00
Administration Building	950.00	950.00	950.00

**EXHIBIT B
GROUNDKEEPERS SALARY GUIDE
1995-96, 1996-97, 1997-98**

PART I

<u>STEP</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
1	\$24,200.	\$24,800.	\$25,200.
2	25,555.	25,955.	26,591.
3	26,555.	27,310.	27,746.
4	27,555.	28,310.	29,101.
5	28,555.	29,310.	30,101.
6	29,555.	30,310.	31,101.
7	30,555.	31,310.	32,101.
8	31,555.	32,310.	33,101.
9	32,555.	33,310.	34,101.
10	33,555.	34,310.	35,101.
11	34,555.	35,310.	36,101.
12	35,555.	36,310.	37,101.
13	36,555.	37,310.	38,101.
14	37,555.	38,310.	39,101.
15	38,555.	39,310.	40,101.
16	39,555.	40,310.	41,101.
17	40,555.	41,310.	42,101.
18	42,055.	42,310.	43,101.
19	43,155.	43,810.	44,101.
20	44,255.	44,910.	45,601.
Black Seal	\$ 1,100.	\$ 1,100.	\$ 1,100.
Boiler License			
Black Seal-In- Charge Boiler Head	1,350.	1,350.	1,350.
Groundskeeper Pesticide & Fertilizer License	2,000.	2,000.	2,000.
	500.	500.	500.

**EXHIBIT C
MAINTENANCE SALARY GUIDE
1995-96, 1996-97, 1997-98**

<u>STEP</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
1	\$26,000.	\$26,300.	\$26,600.
2	27,565.	27,755.	28,091.
3	28,565.	29,320.	29,546.
4	29,565.	30,320.	31,111.
5	30,565.	31,320.	32,111.
6	31,565.	32,320.	33,111.
7	32,565.	33,320.	34,111.
8	33,565.	34,320.	35,111.
9	34,565.	35,320.	36,111.
10	35,565.	36,320.	37,111.
11	36,565.	37,320.	38,111.
12	37,565.	38,320.	39,111.
13	38,565.	39,320.	40,111.
14	39,565.	40,320.	41,111.
15	40,565.	41,320.	42,111.
16	42,065.	42,320.	43,111.
17	43,065.	43,820.	44,111.
18	44,065.	44,820.	45,611.
19	45,165.	45,820.	46,611.
20	46,265.	46,920.	47,611.
21	47,365.	48,020.	48,711.
22	48,500.	49,120.	49,811.
23	49,000.	49,700.	50,911.
Black Seal	\$ 1,100.	\$ 1,100.	\$ 1,100.
Boiler License			
Black Seal-In- Charge Electrician	1,350.	1,350.	1,350.
	6,000.	6,000.	6,000.

ARTICLE VII
ASSOCIATION RIGHTS AND PRIVILEGES
TEACHERS, OFFICE PERSONNEL, CUSTODIANS,
GROUNDS AND MAINTENANCE

A. Representatives of the Association, the New Jersey Education Association, the Monmouth County Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times provided it does not interfere with the normal school operations.

B. The Association and its representatives shall have the right to use school buildings for meetings provided that approval has been secured from the building principal and approval shall not be unreasonably withheld.

C. The Association shall have in each building, use of a bulletin board in each faculty lounge and teachers' dining room. The location of bulletin boards in each room shall be where presently located and, if none, at a location where mutually agreed upon by both parties.

D. The Association shall have the right to use all school equipment provided within the teachers' area. All other equipment shall be requested by the Association in the normal procedure. The Association shall supply all materials used and shall pay for any repairs to equipment specifically necessitated as a direct result of such use.

E. The Association will be provided one hour of scheduled time during orientation programs for new teachers and veteran teachers.

F. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary and without prior approval of the building principal or other members of the administration. The Association building representatives shall have the responsibility for the distribution of such materials. Materials so distributed shall be clearly marked as Association materials.

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 teachers, provided that this right does not conflict with any law.

H. The president of the Association shall be released from 2/5 of his/her teaching responsibilities and will not be assigned a duty. The Township of Ocean Board of Education will be reimbursed for the 1/5 of release time at a rate of 20% of the president's current salary and said reimbursement shall be made in ten equal monthly payments. The second 1/5 release time shall be granted by the Township of Ocean Board of Education at no cost to the Association.

I. The president of the Association shall be granted three days' release time with no loss of pay to attend professional meetings necessary for fulfillment of duties as Association president.

J. The Professional Rights and Responsibilities chairperson shall not be scheduled for duty but will be given this period for Association business.

K. After each year, upon request, the Association shall receive from the Board of Education a list of present teaching staff members with building assignments.

L. The Board of Education shall give at least ninety (90) days notice of their intent to privatize to TOEA and to each member of the group or position affected.

ARTICLE VIII
FRINGE BENEFITS
TEACHERS, OFFICE PERSONNEL, CUSTODIANS,
GROUNDS AND MAINTENANCE

A. HEALTH INSURANCE

The Board of Education shall pay up to the full cost of the Family Plan for the basic benefits, 365-day extended coverage Blue Cross Program and the U.C.R. Blue Shield Program with Rider "J" benefits of a combined plan of \$400.00 per year. The Board shall pay up to the full cost of the Family Plan for the Major Medical Insurance coverage provided by Blue Cross and Blue Shield.

The Board of Education shall provide a zero dollar/five dollar/ten dollar (0/5/10) co-payment prescription plan provided by Blue Cross and Blue Shield. \$0.00 for Mail Order prescriptions; \$5.00 for Generic; \$10.00 for Non-Generic/Brand Name.

The Board of Education shall pay for the full cost for a 80/20 co-payment Family Dental Plan.

The Board agrees to absorb increased costs of the current programs, Blue Cross, Blue Shield, Major Medical, Prescription and Dental Plans. The Board reserves the right to change the carrier for a comparable program from another provider when such a change is deemed necessary due to increased costs. If such a change occurs, the Board will meet with representatives for TOEA to discuss said changes.

Pre Admission Review (PAR) is required before an inpatient admission.

The deductible in the major medical plan is \$300.00 for single coverage and \$600.00 for Family coverage. A mandatory Second Surgical Opinion is required for certain procedures. These procedures are specified in the brochure entitled A Second Opinion Makes Good Sense.

Only full time employees who work twenty hours or more per week are eligible for employer paid benefits. Part-time employees working less than twenty hours per week will be entitled to participate in the Health Benefits Program with the cost of said benefits to be paid by them on a quarterly basis and in advance. The Board of Education will discount the premium for these part-time employees by \$450.00 per year.

Part A - Teachers

B. CREDITS

Teachers below the Master's level are required to take a minimum of two credits hours (twelve hours per credit) or an approved inservice course every three years for increment. The teacher will be reimbursed for the entire cost of these required two credits. All credits taken for reimbursement must be approved prior to the course work.

Teachers at the Master's Level or above are not required to take a minimum of two credit hours every three years. If they choose to take a course, they will be reimbursed at the rate of one-half of the average state college tuition rate per credit hour.

All additional credits will be reimbursed up to one-half the state tuition rate per credit. All credits taken outside of a graduate degree program must be within the area of the teacher's certification. All courses taken

for the completion of a graduate degree program in a school of education shall be reimbursed. Said courses must be approved by the superintendent before the employee takes the course and must begin after the teacher begins employment with the Township of Ocean Board of Education.

Inservice courses, seminars, workshops, and conferences taken outside the school day may be used to satisfy the two credit hours (twelve hours per credit) requirement providing they are pre-approved; fall within teachers' areas of instruction; and are taken within a three year period. Record keeping will be done in the Personnel Office. Note: Hours can't be carried forward to another three year period or divided for two time periods.

If the teacher receives outside aid for courses the teacher will not be reimbursed for these courses. However, these courses will count towards the earning of an increment.

Providing the teacher remains employed in the district for the semester following the course, the following schedule will apply:

Fall semester courses submitted prior to February 28th will be reimbursed by the end of March.

Spring semester courses submitted prior to June 30th will be reimbursed by the end of July.

Summer semester courses submitted prior to September 30th will be reimbursed by the end of October.

There will be no reimbursement for correspondence courses except if approved by the superintendent because of special circumstances.

C. TUITION - Part B - Office Personnel

Office Personnel Tuition will be refunded to anyone taking courses to improve their position in the school system. Approval for such course work must be obtained from the Superintendent prior to taking the course. Reimbursement for tuition will be made up to $\frac{1}{2}$ the current state college rate.

A stipend of \$1,000.00 will be granted to members of the office personnel for completion of an approved program in secretarial science. Said program shall consist of not less than 50 credits or the program requirement. Applicable credits must be earned after the inception of this contract. However, 20 credits already earned and approved may be applied towards the program requirement.

**ARTICLE IX
SALARY DEDUCTIONS
TEACHERS, OFFICE PERSONNEL, CUSTODIANS,
GROUNDS AND MAINTENANCE**

The Board of Education shall agree to make authorized salary deductions for the following organizations in accordance with the Federal and State Law and for which deductions are currently being made at the present time:

1. Mon-Oc Teachers' Federal Credit Union
2. Washington National Insurance Company
3. Local Township of Ocean Teachers' Association
4. Monmouth County Education Association
5. New Jersey Education Association
6. National Education Association
7. Teachers' Pension and Annuity Fund - Pension Deductions
8. Teachers' Pension and Annuity Fund - Contributory Life Insurance
9. Teachers' Pension and Annuity Fund - Supplemental Annuity Program
10. Teachers' Pension and Annuity Fund - Tax Sheltered Annuity Program
11. The Department of Treasury - Internal Revenue Service
12. State of New Jersey - Department of Taxation
13. New Jersey Unemployment Insurance
14. Private Tax Sheltered Annuity Contracts (currently approved companies)

Finally, all such deductions shall be made in compliance with Chapter 310, P.L. 1967 (N.J.S.A. 52:14-12.9e) and under rules established by the State Department of Education.

ARTICLE X
SICK LEAVE
TEACHERS, OFFICE PERSONNEL, CUSTODIANS,
GROUNDS AND MAINTENANCE

A. Loss of a day's pay for absence other than stipulated in this Agreement shall be computed as 1/200 of the annual salary for 10 month employees and 1/240 for 12 month employees. The total deducted from the employee's pay and the number of days for which the deduction is made shall appear in a statement of earnings and deductions of the pay period from which the deduction is made.

B. Each employee shall receive a written accounting of the accumulated sick leave days he has accrued no later than September 30 of each school year.

C. Ten month employees are allowed ten days' leave annually for personal illness without loss of salary. Twelve month employees are allowed twelve days' leave annually for personal illness without loss of salary. Sick leave is defined as absence because of personal disability due to illness, injury or quarantine.

Unused sick leave will accumulate with no maximum set on the number of days which may carry over from year to year except that no ten month employee may increase his/her accumulated leave by more than ten days in any school year except by the addition of unused personal days and no twelve month employee may increase his/her accumulated leave by more than twelve days in any school year except by the addition of unused personal days. For any additional days due to illness beyond the accumulated sick leave the Board of Education may grant additional sick days as may be determined in each individual case less substitute's pay as provided in N.J.S.A. 18:30-6.

D. A teacher with previous teaching experience in the Township of Ocean School District, upon returning to the district after a period in which he/she has not been engaged in other teaching, shall be restored all previously unused sick leave days.

E. Upon retirement, employees will be reimbursed for their unused sick leave at the rate of \$40.00 per day up to a maximum of \$8,000.00.

Part-time employees will be reimbursed for their unused sick leave at a percentage of the full time teachers rate, said percentage to be determined by dividing the hours worked per day by seven.

ARTICLE XI
TEMPORARY LEAVES OF ABSENCE
TEACHERS, OFFICE PERSONNEL, CUSTODIANS,
GROUNDS AND MAINTENANCE

A. BEREAVEMENT

Employees shall be allowed up to five days' leave for death in the immediate family and the immediate family shall include the following people:

1. husband
2. wife
3. children
4. father
5. mother
6. brothers
7. sisters
8. mother-in-law
9. father-in-law
10. son-in-law
11. daughter-in-law
12. brother-in-law
13. sister-in-law
14. grandparents
15. aunt
16. uncle
17. any other member of the same household.

When a person requests leave to go to a funeral and has worked more than half his/her working day and no substitute is brought in or required either to cover or do his/her work, such leave will not be counted against him as emergency leave.

B. PERSONAL ABSENCE

Ten month employees shall be allowed two personal days leave with full pay and twelve month employees will be allowed three personal days leave with full pay for personal business which cannot be accomplished at any other time, and requests for personal leave shall include an explanation of the purpose for the leave, i.e., medical appointment, legal appointment, family illness, financial appointment, etc. No personal leave shall be granted immediately prior to or subsequent to a school holiday except in an emergency or in extenuating circumstances; however, the superintendent shall have sole discretion to grant a personal day for reasons other than in an emergency or in extenuating circumstances immediately prior to or subsequent to a school holiday.

Employees shall be permitted to convert unused personal days to sick leave and accumulation of this sick leave shall be permitted for benefit of attaining benefits under New Jersey Law.

Also, teachers shall be permitted to take one day for religious observance subject to the following conditions:

- (a) The day requested shall be from those days on the list compiled by the Commissioner of Education.
- (b) The teacher shall be paid his/her salary less the cost of a substitute.
- (c) The teacher shall notify the superintendent of his/her intention to take such day of religious observance during the first week of school, or if a new employee, within the first week of employment.
- (d) That permission to take the day be within the sole and reasonable discretion of the superintendent.

C. EDUCATIONAL LEAVE

Educational leave days will be granted by the Superintendent of Schools to employees when such leave will be a direct benefit to the employee and the school system. Educational leave will not count against a employee's emergency leave days.

D. MILITARY ABSENCE

Necessary time shall be granted for persons called into temporary active duty or any unit of the United States Reserves or the State National Guard; an employee shall be paid his/her regular pay in addition to any remuneration which he/she receives from the State or Federal Government.

ARTICLE XII
EXTENDED LEAVES
TEACHERS, OFFICE PERSONNEL, CUSTODIANS,
GROUNDS AND MAINTENANCE

A. MILITARY LEAVE

Military leave shall be granted to regularly employed staff members and shall not break the employment continuity and the time of military service shall count toward accrued time in obtaining longevity. Military leave is covered in the statutes and the Board's proposal on this leave shall conform to the existing laws pertaining to military leave.

B. MATERNITY AND CHILD CARE - (CHILD CARE APPLIES TO BOTH MALE AND FEMALE)

An employee who becomes pregnant shall notify her building principal in writing as soon as pregnancy has definitely been determined.

It is recognized that an employee's maternity leave application may involve both a disability and a child-care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The period of disability is considered to be a four (4) week period prior to the prospective birth date and a four (4) week period after the birth date. The child-care phase is that period of time selected by the employee, in accordance with B. (b) which follows the disability phase during which time the employee voluntarily suspends his/her career to care for the newborn child.

(a) Disability Phase. Any employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty (60) days' notice to the Board, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth (except in the cases of stillbirth), in which case, the employee may elect to return to work at any earlier date). The period of disability shall be considered a four (4) week period prior to the prospective birth date and a four (4) week period after the birth date. Such disability leave can only be extended upon verifiable written request of the employee's attending physician.

(b) Child-Care Phase (Male and Female). Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child-care purposes as defined above, the leave will start at the conclusion of the disability leave and extend for the remainder of the current school year. In the case of a tenured teacher, said leave may include the following school year if the request for such an extension is made by April 1st. of the current year. In either case, the teacher's return must coincide with the beginning of the school year. The teacher must notify the Superintendent of his or her desire to return by April 1st. of the year prior to his or her return.

(c) The Board of Education may require medical certification of a pregnant teacher's fitness to continue working or to return to work after pregnancy.

(d) Failure to apply for reinstatement in the system in the school year following the year in which the leave was granted shall be considered a resignation and will be so treated.

(e) There is no compensation for maternity leave.

(f) No experience credit on the salary schedule is granted for the period of maternity leave.

(g) Credit toward accrual of longevity shall not be granted for maternity leave.

(h) Any tenured employee adopting an infant child may receive similar-leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

C. SABBATICAL LEAVE - Part A - Teachers

All professional staff members who have been in the district for a minimum of seven years and are interested in applying for sabbatical leave should apply for this leave on the form titled "Application for Sabbatical Leave." This form is available in the Office of the Superintendent upon request.

The following is a list of provisions and conditions to be met in order to come under this plan:

1. A teacher who has served in the Township of Ocean School District for a period of not less than seven years may, upon recommendation of the Superintendent of Schools and approval by the Board of Education, be granted a leave of absence for one full school year for the purpose of professional improvement through study. A minimum of 24 graduate credit hours will be required.

2. In the event that a scholarship stipend is a part of the sabbatical arrangements, the total cash remuneration (stipend) plus sabbatical salary may not exceed the annual salary of the teacher for that year in which the stipend is granted.

3. During this leave of absence (sabbatical) the teacher shall continue in the employment of the Township of Ocean Board of Education and shall receive fifty percent of his/her teaching salary for the time involved. From this compensation the Board shall cause to be made regular deductions as are required by law.

4. The request for sabbatical leave must be made on or before the first of December preceding the September of the succeeding school year when the sabbatical is to take effect.

5. The teacher's request for a sabbatical leave should outline in detail the proposed professional improvement plan.

6. The Township of Ocean Board of Education does not obligate itself to grant sabbaticals to more than two percent of the staff in any one school year. The purpose of the sabbatical, date of application and record of teacher service in the district shall be factors in determining whether or not the sabbatical leave will be granted.

7. As a condition for granting a sabbatical leave, the teacher shall enter into a contract with the Board of Education to continue in the Board's service for a period of two years after the expiration of the leave of absence. Upon failure to continue in the Township of Ocean School District, for the full two-year period, the teacher will be required to repay to the Township of Ocean Board of Education the amount of money he/she received in salary from the Board of Education while on sabbatical.

8. No reimbursement will be made for courses taken by teachers on sabbatical leave.

9. Application for a second sabbatical leave would require another seven year period of service.

10. The Superintendent of Schools shall report all applications for sabbatical leave to the Board of Education with his recommendation. Also, the teacher may request a personal appearance with the Board of Education in order to justify his/her request for a sabbatical leave.

D. LEAVE OF ABSENCE

PART A - TEACHERS

A leave of absence without pay or increment for one year may be granted to teachers at the discretion of the Board of Education. The reason for such a leave shall be documented by the teacher with the Superintendent of Schools.

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored upon his/her return, and the employee will be assigned to the same position, or one substantially equivalent to one held at the time said leave commenced.

All requests for extensions or renewals of leaves will be applied for and granted in writing.

PART B - OFFICE PERSONNEL

Upon request tenured office personnel will be allowed up to six (6) months leave of absence without pay for health purposes or any other unforeseen emergency. They shall be, upon return to employment, re-assigned to the same position which they held at the time said leave commenced. Said leave to be granted at the discretion of the Board.

PART C - CUSTODIANS, GROUNDS AND MAINTENANCE

May be granted leaves of absence without pay at the discretion of the Board of Education.

ARTICLE XIII
TEACHERS FACILITIES
PART A TEACHERS

- A. In addition to a teacher work area, an appropriately furnished room shall be reserved for the exclusive use of teachers as a faculty lounge.
- B. Closet space for the teacher to store coats, overshoes and personal articles shall be provided.

ARTICLE XIV
THE WORK YEAR
PART A TEACHERS

- A. Prior to the adoption of any school calendar a joint committee of Association representatives, the superintendent and other administrative representatives shall meet to discuss a calendar for the ensuing school year.
- B. If the joint committee cannot agree on a calendar the Association shall have the right to meet with the Board prior to the adoption of a school calendar to present its viewpoints and proposals regarding the calendar.
- C. The school work year of the teachers employed on a ten-month year shall not exceed 187 days.
- D. Teachers shall be granted a half day off before the Thanksgiving Holiday.

ARTICLE XV
TEACHING HOURS AND TEACHING LOAD
PART A TEACHERS

A. The normal working day for teachers is defined as a seven-hour day. Part-time teachers may be hired for time periods other than seven hours. The Board reserves the right to establish the opening and closing times for each school. The working schedule for teachers shall include fifteen minutes prior to the pupil reporting time and will allow fifteen minutes after pupil dismissal. On Fridays or on days preceding a holiday or vacation the teachers' work day shall end at the close of the pupils' day.

Also, in the event that a school is on split session, the teachers working in that school in the morning session shall report for duty at the beginning of the student day and remain for one period of forty-five minutes after the close of that session and teachers working in that school in the afternoon session shall report for duty one period of forty-five minutes before the pupil session and remain until the close of that session provided, however, that the minimum length of the work day shall be four hours and forty-five minutes.

B. The Board of Education recognizes that class size and teaching load are important factors in establishing an excellent educational program and will therefore make every effort to provide adequate classroom space and sufficient professional personnel. The Board of Education will make the final decision regarding class size.

C. Teachers may be required to remain after the end of the regular teacher work day for the purpose of attending faculty or other professional meetings not more than three days each month unless an emergency exists. Such meetings shall begin no later than ten minutes after the student dismissal time.

An Association representative may speak to the teachers for at least ten minutes on the request of the representative at the close of the meeting.

The notice and the agenda for any meetings shall be given to the teachers involved at least three school days prior to the meeting except in emergencies.

D. Teachers shall be required to be available for remedial instruction for at least one period of forty-five minutes per week. All such teachers shall be required to inform the students under their direction of the time that these classes shall be scheduled.

E. The Township of Ocean Board of Education believes that staff members should be freed from non-teaching tasks and will make every effort to reduce these duties. Where these tasks still exist staff members will be expected to share in the performance of these duties.

F. Any teacher employed in both a morning and an afternoon session shall be entitled to a thirty (30) minute (minimum) duty-free lunch period during the hours normally used for lunch periods in the school.

G. The Board shall strive to make every effort to provide at least one professional period per day or five professional periods per week.

H. There shall be consultation with the affected teacher and the Association on a change of program affecting a teacher; however, the Board shall have sole discretion in decisions concerning the change of program.

I. The number of preparations shall be kept to a minimum and consistent with the educational needs of the district.

J. The normal teaching schedule for teachers in self contained classes will allow for a forty minute professional period per day or five professional periods per week. In addition, teachers in self contained classes will be scheduled for a thirty minute duty free lunch each day.

The maximum teaching load in departmentalized programs shall be twenty five periods per week. In addition, teachers in departmentalized programs shall also be assigned to one duty per day. In accordance with present practice, teachers who are teaching six periods shall be relieved of homeroom and duties other than bus duty which shall be assigned no more than once a day on a rotating basis and said teachers shall have a duty free lunch. Because of the varying needs of the programs, a period may range from a minimum of forty minutes to a maximum of forty-four minutes. Teachers in Departmentalized programs shall be entitled to a full period of lunch each day.

"The teaching schedule for special educators may be self-contained or departmentalized depending on the organization of the program to which they are assigned. If the assignment is to teach a subject to different groups of students in each period then the departmentalized language is controlling; if the assignment is to teach more than one subject to a single group of students for the entire day the self-contained language is applicable".

K. Staff who are required to travel between three different buildings during a school day will have no duties and staff who are required to travel between two school buildings during a school day will have no full period duties.

ARTICLE XVI
COMMITTEES
PART A - TEACHERS

A. ADMINISTRATION LIAISON COMMITTEE - TEACHERS

1. The Association shall select a Liaison Committee for each school building which shall meet at least once each month with the principal for the duration of the school year to review and discuss local school problems and practices and to be consulted in the revision and development of building policies. Areas for consideration shall include, but not be limited to, matters of curriculum such as textbooks, distribution of materials and supplies, discipline and parent visitation. Said Committee shall consist of not more than one member for every ten teachers in the school building but in no event shall have fewer than three members.

B. INSTRUCTIONAL COUNCIL - TEACHERS

1. An Instructional Council was established in September 1971 and will continue in existence. The purpose of the Council shall be to strengthen the educational program through research, recommendations, implementation, development and evaluation by the superintendent and the Association to best meet the needs of the students, the schools and the community. The Council shall advise the Board on such matters as curriculum improvements, teaching techniques, extra and cocurricular projects, in-service training, pupil testing and evaluation, philosophy and educational goals of the Township of Ocean School District, teacher recruitment, research and experimentation, educational specifications for buildings and other related matters regarding the effective operation of the Township of Ocean School District.

2. The Council shall consist of five representatives appointed by the superintendent, seven representatives appointed by the Association and two members of the Board.

3. The Council shall be authorized to establish study committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

4. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, board members, students, parents or other interested parties.

5. Nothing in item 4 under Article XVI shall be interpreted to prevent the Council from consulting such additional persons as they may deem desirable and appropriate.

6. The Council shall establish its own rules of procedure and shall provide for a rotating chairperson who will be responsible for the arrangement and conduct of meetings.

7. The Board shall give careful consideration and study to all recommendations submitted to it in writing by the Council and shall make periodic reports in writing to the Council on action taken or action planned on all such recommendations. Such reports to the Council by the Board may include majority and minority statements and viewpoints.

8. The Class Size Study Committee and the Joint Staffing Committee shall function as sub-committees of the Instructional Council and as such shall be part of the Instructional Council.

C. HEALTH CARE COMMITTEE

A committee shall be formed by September 1, 1996 to investigate various concepts of health care insurance, ie: point of service, traditional indemnity, HMO, managed care, etc. This committee shall consist of three members representing the Board of Education and three members representing the Township of Ocean Education Association with a health care consultant for each group. The committee will prepare and release a report within six months to all TOBE and TOEA members.

ARTICLE XVII
MISCELLANEOUS PROVISIONS
TEACHERS, OFFICE PERSONNEL, CUSTODIANS,
GROUNDS AND MAINTENANCE

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

B. 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 provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

D. Whenever any notice is required to be given to either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to the Board at 163 Monmouth Road,
Oakhurst, New Jersey 07755
2. If by Board, to Association at the home of the President
who shall be required to keep his/her address on file
with the Board Secretary, Samuel W. Siciliano, Jr.

E. Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.

ARTICLE XVIII
FAIR DISMISSAL PROCEDURE
OFFICE PERSONNEL
PART B

PROCEDURES

A. Tenure Personnel:

The Board of Education shall follow the procedures outlined in Title 18A:6-10 as supplemented and amended in the New Jersey Statutes Annotated when dismissing tenure personnel.

B. Non-Tenure Personnel:

1. Any non-tenured employee who receives a notice of non-employment may, within five (5) working days thereafter, in writing, request a verbal review of the reasons for such non-employment from their immediate supervisor which review shall be held within five (5) working days after receipt of such request or as soon thereafter as practical.

2. Any non-tenured employee who has received such notice of non-employment and a verbal review of the reasons shall be entitled to a private meeting before the Board, provided a written request for such a meeting is received in the Office of the Superintendent within five (5) working days of said review.

3. The Board shall issue its determination as to the employment or non-employment of said non-tenured employees for the next succeeding school year within five (5) working days after the completion of the aforesaid meeting. Both the Board, the individual and/or the Association are entitled to have representatives of their own choosing at this meeting.

C. Seniority:

In the event of a reduction in force involving tenured staff members seniority in grade will be a determining factor. The administration reserves the right of selectivity in excluding certain key positions from the RIF process.

ARTICLE XIX
VACATIONS AND HOLIDAYS
PART B OFFICE PERSONNEL

1. Vacations

Completion of 1 year	- 10 days
Completion of 5 years	- 15 days
Completion of 10 years	- 20 days

For new personnel vacation will be prorated according to the following schedule:

If employee starts to work in July	- 10 days vacation
August	- 10 days vacation
September	- 9 days vacation
October	- 8 days vacation
November	- 7 days vacation
December	- 6 days vacation
January	- 5 days vacation
February	- 4 days vacation
March	- 3 days vacation
April	- 2 days vacation
May	- 1 day vacation
June	- 0 day vacation

All years of service in the Township of Ocean School District shall be considered as credit towards an employee's vacation eligibility.

Employees who currently have accrued vacation days as of June 30, 1995 will be required to use at least twenty (20) percent of these accrued vacation days per year until they are exhausted. Also, starting in the 1995-96 fiscal year, all vacation days that are earned in a particular year must be used no later than the end of the subsequent year. Vacation days not used in accordance with the above will be forfeited.

2. Holidays

Continue the present procedure of granting holidays on yearly basis at the discretion of the Board of Education and the Administration.

Office personnel may be required to work during the winter and spring recesses when the need arises and only when an administrator is present. It is understood that compensation for working during these periods would be in the form of compensatory time. This condition may be subject to review if a problem arises.

PART C - CUSTODIANS, GROUNDS AND MAINTENANCE PERSONNEL
VACATIONS AND HOLIDAYS

1. Vacations

Completion of 1 year	- 10 days
Completion of 5 years	- 15 days
Completion of 10 years	- 20 days

Only years of service in the Township of Ocean School District as credit towards an employees vacation eligibility. Also, one partial year may be counted towards the completion of a full year's credit for vacation and salary purposes, provided that the new employee started working in or before the first work day in February.

Employees who currently have accrued vacation days as of June 30, 1995 will be required to use at least twenty (20) percent of these accrued vacation days per year until they are exhausted. Also, starting in the 1995-96 fiscal year, all vacation days that are earned in a particular year must be used no later than the end of the subsequent year. Vacation days not used in accordance with the above will be forfeited.

2. Holidays

The following holidays shall be granted for the 1995-96, 1996-97 and 1997-98 school years:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veteran's Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day or day after Christmas
8. New Year's Day or day after New Year's
9. Martin Luther King's Birthday
10. Lincoln's Birthday
11. Washington's Birthday
12. Good Friday
13. Easter Monday
14. Memorial Day

NOTE: In no case shall a holiday be granted on a day when school is in session.

ARTICLE XX
MISCELLANEOUS
PART C - CUSTODIANS,
GROUNDS AND MAINTENANCE

A. Hours of Work - New or Changed Jobs - Prior Work Experience:

1. Scope: This section defined the normal work hours and shall not be construed as a guarantee of hours of work per day or per week.

2. Normal Work Day: The normal work day shall be eight hours of work in a twenty-four hour period for the day shift and seven hours of work in a twenty-four hour period for the night shift. The hours of work shall be consecutive, except when a thirty-minute lunch or dinner period is provided in accordance with prevailing practices.

3. Normal Work Pattern: The normal work pattern for employees shall be five work days of eight hours each for all employees on the day shift and any time worked over a forty-hour week shall be paid at one and one-half times the employee's regular hourly rate. Also, the normal work pattern for all employees on the night shift shall be five work days of seven hours each and any time worked over a thirty-five hour week shall be paid at one and one-half times the employee's regular hourly rate. In addition, any work performed over the normal work day of eight hours on the day shift, or seven hours on the night shift shall be paid at time and one-half.

4. Holiday and Snow Day Pay: In the event any employee is required to work on any authorized holiday or snow day he/she shall be paid at the rate of one and one-half times the employee's regular hourly rate plus eight hours of idle holiday or snow day pay.

5. Holiday and Sunday Work: When any employee is required to work on a Sunday or holiday the employee shall be paid at a double time rate of pay.

6. All custodians shall be scheduled on the basis of the normal work pattern as determined by the school building principal and the School Business Administrator. All ground, maintenance and other operational personnel shall be scheduled on the basis of the normal work pattern as determined by the School Business Administrator.

B. New or Changed Jobs:

1. When the Board makes alterations to its schools that changes the nature of any job, or when a vacancy develops, the job is posted and the Board shall fill that vacancy on the basis of seniority provided such person is qualified on the basis of ability and physical fitness.

2. If none of the employees are qualified, then the Board shall hire employees outside the school district.

C. Credit for Prior Work Experience:

The Board may grant one year's credit for two years of outside work experience in a similar field to custodians, maintenance and groundkeepers; however, not more than a maximum of four years salary credit shall be granted under this provision. This provision shall only apply to employees hired after July 1, 1986.

This provision may also apply to maintenance personnel who undertake and complete certificated educational or vocational programs directly related to this specific trade.

The criteria for granting credit for such educational programs shall include:

- 1) The type of educational program presented.
- 2) The relationship of the program to the employee's current position.
- 3) The number of credit hours involved.
- 4) The value of the program in relationship to the need of the district.

This provision shall apply only to maintenance positions requiring specific skills and may be granted at the discretion of the Board of Education.

D. Custodians, grounds and maintenance will receive a \$100.00 shoe allowance annually. In order to qualify for this allowance employee must have worked at least 90 days.

ARTICLE XXI
REPRESENTATION FEE
TEACHERS, OFFICE PERSONNEL, CUSTODIANS, GROUNDS AND MAINTENANCE

A. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A.34:13A5.5.

2. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.6.

3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five (85%) of the regular membership dues, fees and assessments.

4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

B. Beginning with the first full pay period in November the Board will commence deductions from salaries of such employees, in accordance with paragraph C below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

C. PAYROLL DEDUCTION SCHEDULE

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paychecks:

1. In November, or

2. thirty (30) days after the employee begins his/her employment in a bargaining unit position unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

D. On or about the last day of each month beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

E. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or in equity or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this article.

ARTICLE XXII

CERTIFICATION OF AGREEMENT

IN WITNESS WHEREOF, THE Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and Secretary and has placed hereon its Corporate Seal.

TOWNSHIP OF OCEAN EDUCATION ASSOCIATION

Executed for the Association:

PRESIDENT

DATE

SECRETARY

DATE

TOWNSHIP OF OCEAN BOARD OF EDUCATION

Executed for the Board:

PRESIDENT

DATE

SECRETARY

DATE