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## **ARTICLE 1 - RECOGNITION**

- A. The Board hereby recognizes the Federation as the sole and exclusive representative for purposes of collective negotiations concerning terms and conditions of employment for a bargaining unit consisting of all Supplemental Instructors, Attendance Officers, Cable Technicians, Technology Technicians, Bus Drivers, Classroom Paraprofessionals, Cafeteria/Playground Aides, Bus Aides, Substitute Callers, and the following members of the School Based Youth Services Program Staff: Nurse Practitioner, Student Assistance Counselors, and Employment Counselor.

The positions of Supplemental Instructor, Cafeteria/Playground Aide, Bus Aide and Employment Counselor shall remain in the Agreement. Salary Guides for these positions will be developed by the LBFT. These Salary Guides shall be reviewed and must be approved by the Board of Education.

## **ARTICLE 2 - NON-DISCRIMINATION**

- A. The Employer will not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, civil union status, domestic partnership status, familial status, liability for service in the Armed Forces of the United States, atypical hereditary cellular or blood trait of any individual, genetic information, or refusal to submit to a genetic test or make the results of a genetic test known, in employment or in educational opportunities. Further state and federal protection is extended on account of disabilities, actual or perceived, actual or potential parenthood, or family status. Any charge arising out of this provision is subject to the grievance procedure ending at the Board of Education level. Appeals may be made to the appropriate administrative agency, having jurisdiction over the subject matter of the dispute.

### ARTICLE 3 - GRIEVANCE PROCEDURE

- A. A "grievance" is a claim by an employee, a group of employees, or the Federation based on the interpretation, application or violation of the policies, agreements, or administrative decisions affecting them. In no event shall a grievance so defined be subject to the arbitration level of the grievance procedure as set forth herein.

Only those grievances involving claims by employees, groups of employees, and/or the Federation which are confined to and based upon an alleged violation, misinterpretation or misapplication of the express provisions of the Agreement shall be subject to the arbitration level of the grievance procedure as set forth herein.

The term "grievance" and the grievance procedure established herein shall not apply to the following matters:

1. Any matter for which another method of review is prescribed by law or by any rule or regulation of the New Jersey State Department of Education;
2. Any matter in which the Board is without authority to act;
3. Any matter which, according to law, is exclusively within the discretion of the Board;
4. Any matter arising out of disciplinary action, including discharge, against any non-permanent employee, which shall be defined for purposes of this section as an employee who has not completed three years of service;
5. Any complaint arising out of the non-reappointment or non-renewal of a non-tenured/non-permanent employee;
6. Any complaint concerning an appointment to, lack of appointment to, assignment or re-assignment to any position;
7. Any complaint concerning the contents of a written evaluation of any employee conducted in accordance with Board policy.

- B. The purpose of this procedure is to secure equitable and proper solutions to grievances at the lowest possible level. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. General Procedures

1. In order for a grievance to be considered under this procedure, the grievance must be initiated within thirty (30) days from the date on which the grievant knew or should have known of the event giving rise to the grievance.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to mean acceptance of the decision rendered at that step.
3. All grievants shall, during and notwithstanding the pending of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. 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 a personnel file of any of the participants.
5. The forms to be used for filing grievances and requests for review are attached to this Agreement in "Schedule A".
6. No reprisals at any time shall be taken against any staff member because of participation in the processing of a grievance in accordance with this procedure.
7. "Class Action" grievances involving employees assigned to more than one building and which are beyond the authority or jurisdiction of any individual building principal or immediate supervisor to resolve, and where the Superintendent agrees that the matter cannot be resolved by a building principal or immediate supervisor to resolve, and where the Superintendent agrees that the matter cannot be resolved by a building principal or immediate supervisor, may be initiated at Level II of the grievance procedure as set forth in this Article.
8. The grievant shall furnish the Federation copies of all formal grievances and requests for review filed.

D. Representation

Any grievant may, at his option, be represented at any formal step of the grievance procedure by himself, a representative selected or approved by the Federation and/or by a representation of his own choosing. In the event that the grievant is not represented by the Federation, the Federation shall be given notice of all grievance proceedings and the right to appear and participate.

E. Attendance at Proceedings

The Superintendent and the Board of Education may require the attendance at any grievance hearing of any staff member or administrator who is believed to possess information relevant to a determination of the grievance.

F. Level 1

1. Prior to the initiation of a formal grievance, the grievant shall meet with the building principal or his immediate supervisor to advise of the extent of the problem which may become a grievance, to review the problem informally and seek solution. If an acceptable solution has not been obtained within four (4) school days after the initial meeting, a formal grievance may be initiated.
2. A grievance shall be initiated by the filing of a formal written grievance within eight (8) school days of the initial informal meeting. The grievance shall specify:
  - (a) The nature of the grievance;
  - (b) The nature and extent of the injury, loss or inconvenience;
  - (c) The remedy which the employee seeks;

- (d) Whether or not the grievant desires a hearing; and
- (e) The nature of the grievant's dissatisfaction with any decision previously rendered.

If the grievant fails to request a hearing, or if the hearing is waived, the building principal may, at his discretion request an informal meeting to obtain any information he deems necessary to a disposition.

The building principal shall render a written decision on the grievance within four (4) school days from receipt.

#### G. Level II

If the grievant is not satisfied with the disposition of the grievance at Level I or if no decision has been rendered within the time limits, then the grievant may advance the grievance to Level II by filing it with the Superintendent or his designee within nine (9) days of the Level I disposition.

1. The grievance filing at Level II shall include:
  - (a) The original statement of grievance;
  - (b) A copy of the Level I decision and any documentation accompanying that decision;
  - (c) A statement of reasons for dissatisfaction with the Level I decision; and
  - (d) Whether or not the grievant desires a hearing.
2. Failure to request a hearing shall be deemed a waiver of the right to hearing; providing, however, that if the hearing is waived, the Superintendent or his designee may request an informal meeting to obtain any information he deems necessary to a disposition of the grievance.
3. The Superintendent of Schools or his designee shall render a written decision on the grievance within nine (9) school days from the receipt of grievance.

#### H. Level III

If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered at Level II within nine (9) school days from the filing of the grievance, the grievant may advance the grievance to Level IV by filing a written request for review by the Board of Education within four (4) school days of the Level II disposition.

1. Requests for review shall be submitted to the Superintendent of Schools who shall forward the request along with all related decisions and documentation to the Board of Education.
2. The Board of Education shall, at its option determine whether there will be a hearing in the matter.
3. The Board of Education shall render a written decision on the grievance within twenty-eight (28) school days of the written request for review.

I. Level IV

If the grievant is dissatisfied with the Level III disposition and only if the grievance is based upon alleged violation, misinterpretation, or misapplication of the express provisions of this Agreement, the grievant may, initiate a Demand for Arbitration within ten (10) school days of the receipt of the Level III disposition.

1. The parties may designate an Arbitrator by Agreement or utilize the procedures of the Public Employment Relations Commission for the selection of an Arbitrator.
2. The Arbitrator of a grievance under this Agreement shall be limited to issues submitted and shall consider nothing else. The Arbitrator shall have full and exclusive power to hear the issues submitted and to make a final determination. The Arbitrator shall not have the right to add to, subtract from, or modify this Agreement in any manner whatsoever. Unless otherwise set forth in this Agreement, the Arbitrator's determination shall be binding on both parties.
3. The Arbitrator shall render his decision within thirty (30) days of the close of hearing. The Arbitrator's decision shall set forth his conclusions and the reasons therefore.
4. The parties shall share equally in the payment of the fees and expenses of the Arbitrator. All other costs connected with the grievance shall be borne by the party by which they were incurred.
5. The award of the arbitrator on grievances arising out of the interpretation, application, or performance of this Agreement shall be final and binding on both parties if rendered pursuant to the rules prescribed by the Public Employment Relations Commission. The award of the arbitrator in all other cases shall be advisory only.
6. The award of the arbitrator shall either be implemented (if binding) or agreed to (if advisory) within twenty (20) days from the date of the decision or sooner, depending on the nature of the issues involved.
7. The parties agree that any deadline listed above may be extended by mutual consent.

#### **ARTICLE 4 – FEDERATION RIGHTS**

- A. The Federation may distribute to teachers within the school buildings, by use of the existing mailbox facilities, materials dealing with appropriate and legitimate business of the Federation provide, however, that all such materials shall be distributed before or after normal school hours and further, provided that no member of the Administration or employee in the business office of the Board or its secretarial staff shall be responsible for the preparation, posting or distribution of materials for the Federation.
- B. The Federation shall be permitted the use of a bulletin board located at each workplace to which members of the bargaining unit are assigned for the purpose of posting official Federation notices; provided, however, that no Federation notices, posters or informal bulletins of any sort shall be posted elsewhere in any school building. All Federation notices posted on the bulletin board shall be signed by the authorized Federation building representative, who shall be solely responsible for the posting and content thereof, and who shall exhibit such notices to the building principal before posting although prior approval of the Principal shall not be a prerequisite to the posting thereof.
- C. At all times in its exercise of the foregoing rights and privileges, the Federation agrees that it will in no way involve members of the student body in any Federation organizational affairs, nor will the Federation permit the use of students as couriers either inside or outside of the school buildings.
- D. The Long Branch Federation of Teachers and its representatives shall have the right to use school buildings for meetings upon request after the close of school on school days, provided that all requests for such building use shall conform to existing applicable rules and regulations of the Board. Any request by the Federation for the use of a school building for a meeting shall be made in advance, in writing, to the particular building principal, who shall have the authority to designate a reasonable time and place for such meeting within the building so as not to interfere with other regularly scheduled meetings and activities being held therein; provided, however, that if the use of said school building by the Federation results in any expense to the Board for utilities, custodial services or any other service, the Federation shall reimburse the Board for such expense, and further, provided that the Federation shall leave any premises used by it in suitable condition for the next user thereof.

The Federation shall have the right to have meetings of employees prior to the beginning of the workday, during the employees' lunch period and after the closing of the workday upon timely notification to the building administrator.

- E. The parties agree to enter into collective negotiations in good faith effort to reach agreement on any proposed change or modification of this Agreement concerning the terms or conditions of employment for the period next ensuing the effective period of this Agreement. On or before November 15<sup>th</sup> of the calendar year preceding the calendar year in which this Agreement expires, the Federation and the Board shall exchange in writing all changes and modifications of this Agreement proposed by both parties.

Upon the exchange of proposals, the Board through its Superintendent of Schools shall arrange an initial meeting between representatives of the Board and representatives of the Federation, through the President of the Federation, which meeting date shall be fixed by mutual agreement.

Members of the Federation negotiating committee shall be granted administrative leave with pay if negotiations take place on school time.

- F. Federation representatives may request meetings with building administrators to review building level concerns not more than once a month. Each request for such a meeting shall be accompanied by an agenda stating the subject the Federation wishes to discuss.
- G. Federation representatives may obtain copies of the agenda for each regularly scheduled board meeting at such time as they are available prior to the meeting at the Board offices.
- H. Meetings may be scheduled between the Central Administration and the Federation to discuss matters of mutual concern in terms of educational policy, the implementation of the Agreement, and any other topics relevant to the labor relationship.
- I. On or before October 30<sup>th</sup> of each school year the Board of Education shall provide the Federation with a list of names and work locations of all members of the bargaining unit.
- J. The Board shall give written notification to the Federation of any proposed reductions in force affecting members of the bargaining unit.
- K. Effective September, 1987, one bargaining unit member representing the Long Branch Federation of Teachers shall be granted release time without loss of pay to participate in legal proceedings involving the collective negotiations relationship of the parties.

## ARTICLE 5 – EMPLOYEE RIGHTS

- A. Pursuant to N.J.S.A. 34:13A-1 et seq., the parties hereby agree that the employees shall have the right to join or not to join the Federation, for the purpose of engaging in collective negotiations pertaining to the terms and conditions of their employment. The parties agree that they will not discriminate against any employee with respect to the terms and conditions of his employment by reason of his membership in the Federation or his participation in any activities thereof.
- B. No employee shall be prevented from wearing the normal organizational insignia as identification of membership in the Federation or its affiliate.
- C. Whenever any employee is required to appear before a Supervisor, the Superintendent of Schools or his designee, the Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, employment, salary, or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and of his rights to be represented at such meeting or interview. Any suspension of any employee as a result of any formal charge shall be without pay until the time of determination of the charge. In the event the employee is ultimately exonerated of the charge, the employee shall be made whole retroactive to the day of suspension.
- D. Non-tenured/non-permanent employees whose employment is terminated shall be given, upon request, a written statement of reasons for a termination. Such employee shall also be granted, upon request, a non-adversarial hearing before the Board.
- E. The Board shall not discharge, suspend, or discipline a permanent employee without just cause. Grievances brought pursuant to this provision shall be initiated at Level II before the Superintendent of Schools or his designee.

## ARTICLE 6 – LEAVES

### A. Annual Sick Leave

Employees of the Board of Education shall be granted annual sick leave as follows:

1. **Ten (10) Month Contract Employees**  
Employees on a ten-month contract basis shall be entitled to an annual sick leave of ten (10) days per contract year at full pay.
2. **Twelve (12) Month Contract Employees**  
Employees on a twelve-month contract basis shall be entitled to annual sick leave of twelve (12) days per contract year at full pay.
3. **Sick Leave – Accumulative**  
Sick leave for both #1 and #2 above shall be cumulative. That is, all days of annual sick leave not utilized during a contract year shall accumulate to the employee's benefit.
4. **Days Required Beyond Accumulative Sick Leave**  
If an employee exhausts all annual and accumulated paid sick leave the Board may, on a case by case basis grant up to an additional ten (10) days of sick leave to be compensated at the daily rate of pay less the pay of a substitute.
  - (a) Deduction of a substitute rate shall be effective whether or not a substitute is employed.
  - (b) Absence due to sickness beyond the additional days provided for in this section shall be subject to the full deduction of a day's salary for each additional day's absence.
  - (c) Rare cases deemed meritorious by the Board may be given special consideration without establishing a general rule for future practice.
  - (d) The Board shall keep the Federation informed as to the established rates of pay for substitutes and any changes made in those rates.
5. **Proof Of Illness**  
In the event an employee shall be absent more than three (3) consecutive days because of personal illness or quarantine (non-job or job-related accident), it shall be the option of the Superintendent or the Board of Education (through their authorized representatives) to require a physician's certificate verifying the absence and reason thereof.
6. **Sick Leave – Definition**  
Sick leave is hereby defined to mean "the absence from his/her post of duty because of personal disability due to illness or injury or because he/she has been excluded from school by the school district medical authorities on account of a contagious disease or by virtue of being quarantined for such disease in his/her immediate household.

**Exception**

“Absence from post of duty due to accident on the job (covered by Worker’s Compensation, N.J.S.A. 34:15-1 et seq.) shall not be charged against sick leave”. Such absence shall be paid for at full rate of pay.

**7. Day’s Salary – Definition of**

- (a) A day’s pay for all ten (10) month employees shall be defined as one two-hundredth (1/200) of the annual contractual salary. (Chapter 142-P.L. 142)
- (b) A day’s pay for all (12) month employees shall be defined as one two-hundred-sixtieth (1/260) of the annual contractual salary rate.

8. Employees who will be absent on sick leave shall call in to advise of their absence as soon as possible, but no later than one hour before the scheduled workday.

**B. Other Types of Temporary Leaves**

**1. Family Illness**

Employees, whose absence is due to the serious illness of a member of the immediate family, shall receive salary less substitute’s pay for a maximum of five (5) working days. Absence beyond five (5) days shall be charged at rate of full deduction of pay. The Superintendent of Schools or the Board of Education shall have the right to request a physician’s certificate substantiating such absence. For the purpose of this paragraph the immediate family shall include employee’s mother, father, sister, brother, wife or husband, domestic partner or partner in a civil union, and employee’s children or stepchildren.

**2. Death in the Family**

Employee absence caused by death in the immediate family shall receive full salary for a period not to exceed five (5) days. In the event of death, the immediate family shall be considered to include mother, father, sister, brother, wife or husband, domestic partner or partner in a civil union, children or step-children, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren or the mother or father of a domestic partner as per the New Jersey State Domestic Partnership Act.

**3. Urgent Business**

Employees shall be granted, upon written request to the Superintendent of Schools, three (3) days per school or fiscal year for urgent business not possible to conduct on other than a school day because of conditions beyond the control of the employee. Two of these days shall be with no cause and one shall be with cause. All three days shall be converted to sick time if unused. Written requests for urgent business should be submitted through the employees’ immediate supervisor to the Superintendent of Schools, as early as possible preceding date requested.

Immediate occurring urgent conditions may receive permission by phone from the Superintendent’s office if followed by confirming written request.

No deduction of pay shall be made for these three (3) urgent business days when prior approval is granted. Lack of prior approval shall mean deduction of a full day’s pay. Ordinarily, days before and after holiday periods will not be allowed. (Some examples of

urgent business-death of a friend or relative, not covered under other parts of this policy, closing on house, family member to or from hospital, religious holidays, graduation of son or daughter from college, etc.)

If not used, Urgent Business days will be added to accumulated sick leave at the end of the school year.

4. **Personal Business**

Employees who are absent from school for causes other than those covered in this policy or absent beyond times provided for, will usually have full salary deducted. Exceptional cases may be referred to the Board of Education through the office of the Superintendent of Schools for special consideration. Written requests for personal business must be submitted as far in advance as possible and normally not less than one week.

5. **Court Subpoenas**

All employees shall be granted leave, without deduction of salary, when absence is necessitated because of a civil court subpoena on school matters or on any matter for which a subpoena is received. A copy of the subpoena shall be submitted with the written request if the employee wishes to be granted leave without deduction of salary.

C. **Unpaid Leave of Absence - Family Business**

The Board shall grant a leave of absence without pay for a period not to exceed one (1) year to an employee for the sole purpose of caring for a sick member of the immediate family of that employee. Additional leave may be granted at the sole discretion of the Board and for good cause shown. However, no leave of absence shall be granted as herein contemplated unless the employee requesting said leave of absence shall first submit to the Board written medical certification from the attending or treating physician which certifies both the illness of the immediate family member and the medical necessity for the rendering of home care by the employee.

D. **Maternity Leave of Absence**

(a) Any employee who becomes pregnant may use sick leave pursuant to Section A of this Article for pregnancy-related disability or illness; provided, however, that such leave may not be used during the course of or immediately following an unpaid leave of absence.

(b) Any employee who becomes pregnant may be granted an unpaid leave of absence for pregnancy-related disability subject to the following conditions:

(1) The period of disability is defined as the period of time both prenatal and postnatal, during which a physician certifies the employee's inability to work.

(2) Application for maternity sick leave shall be made, in writing, at least sixty (60) days prior to the requested start of the leave. It shall specify the commencement date of the leave and the date on which the employee shall return to work. All applications must be supported by a certificate from the attending physician.

- (3) An employee returning from a maternity disability leave shall provide a certificate from the attending physician that she is fit to resume work.
  - (4) Maternity disability leave shall be granted until the end of the school year in which the birth occurs. For tenured employees, such leave shall be extended into the following year upon presentation of medical certification of continuing disability. Maternity disability leave shall not be extended beyond the close of the school year in which it is initially granted for non-tenured employees.
- (c) Tenured employees may be granted unpaid maternity child care leave for time beyond the period of pregnancy-related disability subject to the following conditions:
- (1) Application must be made, in writing, at least sixty (60) days prior to the requested start of the leave and shall state the requested starting date of the leave and the date that the employee will return to work.
  - (2) The employee shall have the option of taking maternity child care leave for (1) the balance of the school year in which the birth occurs, or (2) the balance of the school year in which the birth occurs and the entire following school year. Any employee who wishes to change the term of said leave from option (1) to option (2) shall notify the Superintendent of Schools not later than March 15 of the year in which the leave is granted.
  - (3) In no case will a leave be extended beyond the end of the school year following the school year in which the birth occurs.
- (d) The Board reserves the right, in granting either maternity disability or childcare leave, to change the requested starting date of the leave in the interest of maintaining continuity of instruction.
- (e) The granting of any form of maternity leave shall not be construed as requiring the Board to offer a new contract or renewed employment to any employee who would not otherwise have been offered such a contract for employment.
- (f) Time spent on unpaid leave of absence shall not count toward the accrual of seniority or tenure.
- (g) The year in which an unpaid leave of absence is granted shall not count toward the earning of an increment unless leave commences after January 31.

E. Vacations

- 1. A twelve (12) month employee shall be entitled to vacation with pay based on the annual rate of pay of the employee when vacation is taken.
- 2. A twelve (12) month employee shall accrue vacation in accordance with the years of service as set forth in the following schedule:

During the first year of service	10/12 day for each month of service
At the completion of the first full year of service up to the end of the fifth year of service	10 days per year

From the beginning of the sixth year of service to the end of the fourteenth year of service 15 days per year

From the beginning of the fifteenth year of service 20 days per year

A year of service is defined as continuous employment from July 1 to June 30 of the following calendar year.

3. During the first year of service a twelve (12) month employee shall be given vacation credit for his first three (3) months service but the employee shall only be entitled to utilize said vacation after successful completion of a ninety (90) day probationary period, which probationary period may extend from one fiscal year into another fiscal year.
4. Vacation for a twelve (12) month employee accrued, in accordance with the above schedule, shall be taken during the fiscal year immediately following the fiscal year in which it is accrued unless the employee's supervisor requests that the employee not take the vacation when scheduled and the time remaining in the fiscal year will not permit rescheduling of the vacation. A twelve (12) month employee shall be permitted to utilize her vacation time at any time during the work year, so long as prior written approval is provided by the immediate supervisor and Superintendent of Schools.
5. All twelve month employees shall be entitled to the specific holidays outlined in Schedule E, attached hereto, subject to the adoption of a compatible school calendar by the board. In any case, twelve month employees shall be assured a minimum of fifteen holidays per year.

F. Terminal Leave

A retiring employee shall receive retirement severance pay as follows:

- (a) School Based Youth Services employees shall be paid at the same rate as teachers for accumulated unused sick leave, payable upon retirement.
- (b) All other employees covered under this contract shall receive (10) days severance pay based on final annual salary at the time of retirement.
- (c) All employees shall receive retirement severance pay computed at the rate of \$30.00 per day for 100% of the accumulated sick leave payable upon retirement. The total amount that any employee receives under these terms and conditions is capped at \$8,500 upon retirement.

- G. Employees shall have the right to make application for a leave of absence subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools or his designee.
- H. All leaves shall adhere to the provisions of Federal and State statutes, and Board of Education policy.

**ARTICLE 7 - INSURANCE**

- A. All employees working twenty (20) or more hours per week shall receive full family medical, prescription, and dental insurance coverage. The terms of this coverage will be the same as provided by the Board for other district employees.

Beginning July 1, 2007 all current and new employees will receive medical coverage through Horizon Blue Cross/Blue Shield Direct Access only. Employees enrolled in the Horizon Blue Cross/Blue Shield Traditional Plan prior to July 1, 2007 will be grandfathered and, therefore, have the option to retain medical coverage in the Traditional Plan.

- B. Any bargaining unit member shall have the option to waive any or all health, dental and prescription coverage provided by this Agreement. Any bargaining unit member who chooses to waive all coverage shall notify the Board in writing of his/her intention no later than April 15<sup>th</sup>, preceding the contract year that the waiver will be in effect. Any waiver shall remain in effect for a minimum of one (1) contract year.

Any bargaining unit member who selects to continue waiving benefits or who selects to arrange for benefits, provided by this Agreement shall notify the Board in writing of his/her intention no later than April 15<sup>th</sup>, preceding the contract year that same will be in effect.

Any bargaining unit member who chooses to waive all health, dental, and prescription coverage for the full contract year shall be paid an amount of 25% for all health coverage or individual coverage, i.e. dental, drug, etc.

- C. Any employee whose job is terminated through a reduction in force effective in June, will have full medical, dental, and prescription drug benefits paid through August 31<sup>st</sup> of the same year.

## **ARTICLE 8 – EMPLOYEE PROTECTION**

- A. Whenever any civil action has been brought against an employee for any act or omission arising out of and in the course of the performance of the duties of such employee, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such unit members from any financial loss resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses, or expenses.
  
- B. Whenever any criminal action has been initiated against any employee for an act or omission arising out of and in the course of the performance of the duties of such employment, and should such proceeding be dismissed or result in a final disposition in favor of such employee, the Board of Education shall reimburse the employee for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

## **ARTICLE 9 – EVALUATION**

- A. All evaluations and formal observations of employees shall be reduced to writing on forms established by the Board for that purpose.
  
- B. Employees shall be given a copy of all observation and evaluation reports for review before such reports are placed in the employee's personnel file. The employee shall acknowledge that he has reviewed such reports by affixing his signature on the copy to be filed. Such signature shall merely signify that the material has been reviewed and is not to be construed as evidencing agreement with the contents. If the employee refuses to sign, that shall be noted, dated and witnessed.
  
- C. All employees shall have the right to inspect all items in the personnel file, except for personal recommendations and/or pre-employment evaluations, which were solicited and received in confidence. They shall also have the right to include in the file any information or material considered germane.

The request shall be in writing five working days in advance of the date requested to review the files. In case of a Grievance only, the Federation President or Grievance Chairperson may request this review by telephone two working days in advance of the date requested to review the files.

- D. Personnel files shall continue to be treated as confidential.

**ARTICLE 10 - EMPLOYEE WAGES AND SALARIES**

- A. Salary increases shall be in accordance with the attached salary guides that were jointly developed and agreed upon by all parties (Schedule B).
  
- B. The Nurse Practitioners and Student Assistance Counselors shall have salary increases in accordance with their respective placements on the teachers' salary guides.
  
- C. Employees will receive overtime (time and one-half) for hours worked in excess of 40 hours during a scheduled workweek and for hours worked on scheduled holidays (Schedule E).
  
- D. Longevity Payments
  - 1. All employees represented by this Agreement, including School Based Youth Services Program personnel, shall be eligible for longevity payments as listed in Schedule B.
  - 2. For the purpose of determining eligibility for longevity payments, the number of years in a particular job title and not total years in the district shall be utilized.
  
- E. Paraprofessional Remuneration
  - 1. The base salary will be increased by \$250 for those paraprofessionals holding a bachelor's degree or higher.

## ARTICLE 11 - WORKING CONDITIONS

### A. General

#### 1. Work Year - Ten (10) Month Employees

The work year of bargaining unit members employed on a ten (10) month employment contract shall not exceed one hundred eighty seven (187) days.

#### 2. Lunch Period

(a) All bargaining unit members, except Classroom Aides, who are employed for four (4) or more hours daily shall be entitled to a duty free lunch period equal in length to that provided to teachers assigned to the same building or, in the case of Attendance Officers, to teachers assigned to their base building.

(b) The Classroom Aides lunch hour shall be one-half ( $\frac{1}{2}$ ) hour in length. The workday shall be at least 7 hours.

(c) The Bus Drivers and Bus Aides lunch period shall be one-half ( $\frac{1}{2}$ ) hour in length. The lunch period can be any time during the 8-hour workday at a time when it does not interfere with the established bus schedule. The one-half ( $\frac{1}{2}$ ) hour lunch period shall be compensated at the regular hourly rate.

3. Employees who are required to use their personal automobiles in the performance of their duties for the Board of Education shall be compensated for the use of the automobile at a mileage rate equal to the maximum rate allowable by the IRS in lieu of any other form of car or travel allowance.

4. Staff members shall receive every year, by the second Wednesday in August, notification of their school assignments. If there are any changes after this date, the Superintendent of Schools or his designee will notify the staff member and Federation as soon as administratively possible.

### B. Supplemental Instructors

All Supplemental Instructors assigned to elementary schools shall be given a minimum of seventy-five (75) minutes per week for preparation time. The parties shall jointly study the possibility of providing preparation time for the Middle School and High School levels without extending the workday or depriving students of instructional time.

### C. Paraprofessionals

1. When schools are opened late or closed early due to an emergency and paraprofessionals have worked four hours or more on the day of closing, paraprofessionals will receive compensation for the full day.

2. Inservice for paraprofessionals, when not scheduled at the same time as teaching staff members, shall be mandatory. Paraprofessionals will receive compensation for this time.
3. It is the policy of the Board of Education that non-certified employees shall not be required to provide direct supervision of students unless they are, themselves, under the direct supervision of a certificated teaching staff member; provided, however, that any grievance arising under this provision shall not result in any monetary remedy.
4. Paraprofessionals will not be required to pay for any school trip required by the job.
5. All classroom paraprofessionals shall be entitled to one 15-minute break, at a time determined to be suitable by the classroom teacher, included in each workday.
6. Paraprofessionals, on a weekly basis, shall be given 30-minute preparation time. The scheduled time will be approved by the Building Principal.
7. Paraprofessionals shall be required to attend one evening meeting, i.e. district or school wide meeting, conference or open house, per school year without additional compensation.

D. Attendance Officer, Cable Technicians, Technology Technicians

1. The Board shall pay the fees, registration, and expenses incurred to attend conferences provided that attendance at such conference is approved in advance by the Superintendent of Schools or his designee.
2. During the term of this Agreement, the Board shall not change the procedure for student referral without advance notice to the Federation and an opportunity for consultation.

E. School Based Youth Services Employees

1. School Based Youth Services employees work year shall begin July 1<sup>st</sup> of each year and end on June 30<sup>th</sup> of the following year.
2. School Based Youth Services employees hired before January, 1999 shall work the school calendar (September through June); the balance of the work year (July and August) shall include 22 leave days without pay. School Based Youth Services employees hired after January, 1999 shall work the school calendar (September through June) plus the remainder of the month of June; the balance of the work year (July and August) shall include 22 leave days without pay.
3. The 22 leave days without pay shall be utilized only when school is not in session, and with the prior approval of the Superintendent or his designee.
4. School Based Youth Services employees shall be considered eleven-month employees, paid on a twelve month basis, over twenty-four paychecks.
5. The term "compensatory time" shall be eliminated. All employee schedules will be adjusted when needed to accommodate student activities.

F. Bus Drivers

1. Bus Drivers will be hired to work four or eight hour days. Shifts may be scheduled within a twelve-hour workday, provided however that no one will be required to work hours other than the regularly scheduled shift. If drivers agree to work extra hours, they will be paid at their regular rate of pay up to forty hours per week.
2. Other employees who work as bus drivers before or after their normal school day will be compensated at the rate of \$16.00 per hour.

## ARTICLE 12 - DUES DEDUCTION

- A. In accordance with N.J.S.A. 52:14-15.9e, the Board of Education shall deduct Federation dues from the wages or salary of each employee who submits to the Board of Education a written authorization for such deduction. Dues so deducted shall be remitted to the Federation monthly. The Federation shall certify to the Board of Education the amount of dues to be deducted.
- B. If any employee does not become a member of the Federation during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Federation for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Federation as majority representative.

Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Federation, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Federation to its own members.

- C. Once during each membership year covered in whole or in part by this Agreement, the Federation will submit to the Board a list of those employees who have not become members of the Federation for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

The employer shall remit the amount deducted to the Federation monthly, on or before the 15<sup>th</sup> of the month following the month in which such deductions were made.

These deductions shall commence thirty (30) days after the beginning of employment in the unit.

- D. The Federation shall indemnify, defend and hold the Board of Education harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon dues deduction authorization cards submitted by the Federation to the Board.

## ARTICLE 13 - PROFESSIONAL IMPROVEMENT

### A. Supplemental Instructors

Supplemental Instructors shall receive reimbursement by the Board of Education for fifty percent (50%) of tuition costs for up to a maximum of 9 graduate credits per year.

### B. School Based Youth Services Program

1. School Based Youth Services employees shall receive reimbursement by the Board of Education for the cost of tuition up to the maximum of nine (9) graduate credits successfully completed between July 1<sup>st</sup> and June 30<sup>th</sup> of a given school year. Reimbursement of tuition costs will not exceed eighty-five percent (85%) of the average State college tuition per credit.
2. Exchange time for attending a required Board activity shall be used immediately before or after the approved event. In cases of previously scheduled appointments which make it impossible to do so, the time shall be taken within two weeks. Exchange time must be approved two weeks in advance.
3. In job classifications where members of the bargaining unit are required to attend conferences or take specific courses to maintain certification, the Superintendent shall permit the staff member to fulfill those requirements. These requirements shall be met during non-school hours whenever possible. Where expenses are incurred, the Board shall reimburse the employee for 50% of said expenses.

### C. All Other Bargaining Unit Members

1. Effective July 1, 1993, all other members of the bargaining unit shall receive reimbursement by the Board of Education for the cost of tuition up to a maximum of 6 college credits successfully completed between July 1<sup>st</sup> and June 30<sup>th</sup> of a given school year. Reimbursement of the tuition costs will not exceed eighty-five percent (85%) of the average State college tuition per undergraduate credit. Under this paragraph, employees may apply for course at the graduate and undergraduate levels. Payment for Graduate Credit will only be for courses taken leading to teacher certification.
2. Effective July 1, 1993, reimbursement for tuition shall be contingent upon the courses taken having received the prior approval of the Superintendent of Schools, or his designee, and that the courses taken be either related to the area of the unit members employment or toward a teaching degree. (Reimbursement for tuition must be requested, utilizing the attached forms, See Schedule C for Supplemental Instructors and Youth Services employees and Schedule D for all other members of the bargaining unit.)

3. Bargaining unit members may be granted one professional/workshop day each year without deduction of salary. The day and site of the workshop shall be approved by the Superintendent of Schools and Building Principal and shall be submitted in writing two weeks prior to the day of workshop requested.
  4. The Board and the Federation shall enter into an agreement to plan the institution of a program of study with a college or university to provide in-house courses/credits leading to certification or professional improvement for bargaining unit members. The Board shall pay all expenses for such courses including registration, tuition and fees. These courses are in addition to the 6 credits already included under professional development.
    - a. Any paraprofessional in the Long Branch School District who holds a county substitute's certificate or who is a certificated teacher and who volunteer to substitute for absent teachers shall register with the Board and have copies of said certificate on file with the Board.
    - b. Paraprofessionals who are registered with the Board can be assigned to work in the schools as substitute teachers and shall receive in addition to their regular salary, a \$10.00 per period up to three periods or maximum of \$30.00 per diem payment for such assignment payable at the next pay period.
- D. All Bargaining Unit members in return for extra Urgent Business Day shall work one additional day per school year for professional development without extra compensation.

**ARTICLE 14 – POSTINGS AND TRANSFERS**

Notice of Employment Openings

- A. All openings for regular school year or summer employment with the Board of Education, in the Board's Table of Organization below the rank of Assistant Superintendent shall be publicized to all bargaining unit members by the posting of written notices in all school offices and on the bulletin boards provided at each work place. Said notices shall specify the manner in which interested employees may apply.
- B. Employees who possess the necessary qualifications for a posted opening shall be considered for that position; provided, however, that the decision as to all such appointments shall rest in the sole discretion of the Board of Education.
- C. Voluntary Transfers  

Any employee who desires a change in assignment or transfer to another building may submit a request for such change/ transfer in writing to the Superintendent of Schools not later than February 28<sup>th</sup> of the school year, immediately preceding the school year for which such change or transfer is requested. Such a request shall not obligate the Board to accede thereto.
- D. Involuntary Transfers  

When any staff member is involuntarily transferred during the school year the Federation president or designee and staff member will be notified five (5) days in advance or as soon as possible.
- E. Emergency Transfers  

The Federation president or designee will be notified of emergency transfers by the Superintendent of Schools as soon as administratively possible.
- F. Bus Drivers  

When a position for full-time driver becomes vacant, regular part-time bus drivers will be given first consideration for that position. However, appointments to full-time positions will be at the sole discretion of the Board.

## **ARTICLE 15 – LAYOFF/SENIORITY**

For the purposes of this Article, seniority shall be defined as the total years of employment in the district.

The Federation shall be provided with information on the seniority of all bargaining unit members upon request.

Layoffs for purposes of reduction in force shall be based on qualifications, performance, and seniority.

Employees who have completed more than three (3) years of service and who are laid off shall be placed on a recall list and shall be offered re-employment based on seniority, prior work experience and qualifications.

Complaints arising under this Article shall be subject to the contractual grievance procedure to the Board level but shall be excluded from grievance arbitration.

## **ARTICLE 16 – MISCELLANEOUS PROVISIONS**

If any provision of this Agreement, or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Any contract between the Board and an individual employee 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 shall be deemed to be in addition to those provided by law and regulation.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided by law and regulation.

The Board of Education shall not modify any practice or policy affecting the terms and conditions of employment without prior negotiations of such proposed modification with the Federation.

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

1. If by Federation, to the Board of Education, 540 Broadway, Long Branch, New Jersey 07740.
2. If by the Board, to the Federation, 607 Second Avenue, Long Branch, New Jersey, 07740.

**ARTICLE 17 - DURATION OF AGREEMENT**

All other terms of the current Agreement, not specifically changed under this MEMORANDUM OF AGREEMENT, shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned put their signatures on this 15<sup>th</sup> day of February, 2007.

FOR THE BOARD

FOR THE FEDERATION

\_\_\_\_\_  
Michele Critelli, President

\_\_\_\_\_  
John Severs, President

\_\_\_\_\_  
Rose M. Widdis

\_\_\_\_\_  
Jon LaSota

\_\_\_\_\_  
Joseph Sirianni

\_\_\_\_\_  
Diane Malinowski

\_\_\_\_\_  
Darnell Scott, Treasurer

**SCHEDULE A**

**LONG BRANCH PUBLIC SCHOOLS**  
Long Branch, New Jersey

**FORMAL GRIEVANCE COMPLAINT**

TO: \_\_\_\_\_, Principal of the \_\_\_\_\_ School

In the Matter of the Grievance of: \_\_\_\_\_

Sir/Madam:

PLEASE TAKE NOTICE that pursuant to Article 3 paragraph F, of the Agreement now in force between the Long Branch Board of Education and the Long Branch Federation of Teachers, I do hereby file the following grievance with your office:

1. The nature of my grievance is as follows: \_\_\_\_\_

\_\_\_\_\_  
(Describe full details of grievance using additional paper if necessary.)

2. By reason of the foregoing facts and circumstance, I feel that I have sustained injury, loss, or inconvenience in that: \_\_\_\_\_

\_\_\_\_\_  
Describe in detail the nature and extent of the injury, loss or inconvenience claimed.)

3. On \_\_\_\_\_, pursuant to Article 3 of the Agreement, aforesaid, I discussed this matter with you at which time you decided: \_\_\_\_\_

\_\_\_\_\_  
(Briefly state Principal's decision or determination in the matter as employee understood it.)

4. I am dissatisfied with your decision or determination in this matter because: \_\_\_\_\_

5. I (circle one) DO / DO NOT desire a hearing on this grievance prior to you rendering your formal decision.

6. My present position is: \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
(Full Signature of Employee)

Date: \_\_\_\_\_  
(Date of mailing or delivery to Principal)

**NOTE: This is an abbreviated form.**

**SCHEDULE B  
SALARY GUIDES**

	2007-08		2008-09		2009-10	
	Steps	Rate	Step	Rate	Steps	Rate
<b>Paraprofessionals/Bus Drivers</b>					1	\$13.75
			1	\$13.50	2	\$14.25
	1	\$13.25	2	\$14.00	3	\$14.75
	2	\$13.75	3	\$14.50	4	\$15.25
	3	\$14.50	4	\$15.25	5	\$16.00
	4	\$15.25	5	\$16.00	6	\$16.75
	5	\$16.00	6	\$16.75	7	\$17.50
	6	\$16.75	7	\$17.50	8	\$18.25
	7	\$17.50	8	\$18.25	9	\$19.00
	8	\$18.00	9	\$19.00	10	\$19.75
	9	\$19.30	10	\$20.20	11	\$21.40
	10	\$20.75	11	\$21.55	12	\$22.60
	11	\$22.20	12	\$23.05	13	\$24.00
<b>Sub Callers</b>		4,316		4,471		4,623
<b>Bus Aides</b>		\$9.50		\$10.00		\$10.50
<b>Attendance Officer</b>		40,144		41,589		43,003
<b>Technology Technicians</b>		28,460		29,484		30,487
		30,649		31,752		32,832
		34,112		35,340		36,542
<b>Longevity Payments</b>						
10-14 years		780		780		780
15-19 years		1,590		1,590		1,590
20+ years		2,400		2,400		2,400

**SCHEDULE C  
LONG BRANCH PUBLIC SCHOOLS  
2007-2008 CERTIFICATED STAFF REQUEST FOR APPROVAL OF  
GRADUATE CREDIT REIMBURSEMENT & "CREDIT ONLY" COURSEWORK**

Any course taken beyond the number permitted by contract in a given school year or for the purpose of attaining certification in your present position is not eligible for tuition reimbursement and will be marked as "Credit Only".

**PLEASE CHECK ONE OF THE FOLLOWING:**

\_\_\_\_\_ Graduate Credit Reimbursement towards a new Certification, BA+30, MA or a MA+30

\_\_\_\_\_ "Credit Only" towards an Assignment Certification that may lead to a BA+30, MA or a MA+30 or any course exceeding the amount permitted by contract in a given school year.

I. TO: Administrators/District Manager for Personnel/ Asst. Superintendent/Superintendent of Schools

FROM: \_\_\_\_\_  
(Name) (School) (Grade Level/Subject Taught)

I hereby request approval of the following course for reimbursement or credit only:

Course # \_\_\_\_\_ Institution: \_\_\_\_\_ # of Credits \_\_\_\_\_

Title: \_\_\_\_\_

Purpose: \_\_\_\_\_

To be taken: Summer, 2007 \_\_\_\_\_; Fall, 2007 \_\_\_\_\_; Spring, 2008 \_\_\_\_\_;

Begins: \_\_\_\_\_ Ends: \_\_\_\_\_

Credits to be applied to:

\_\_\_\_\_ Certification, After Administration Approval Only: Field: \_\_\_\_\_  
\_\_\_\_\_ 30 Credits beyond B.A. \_\_\_\_\_ Master's Degree \_\_\_\_\_ 30 Credits beyond M.A.

**CHECK ONE:**

\_\_\_\_\_ This course is my first course in a new program of studies. Attached is a complete description of the entire program, including a description of this specific course.

\_\_\_\_\_ This course is part of a previously approved program of studies. Attached is a description of this specific course. A complete description of the entire course of study has been previously submitted.

Number of Credits Previously Submitted/Approved (*including this one*) for 07-08 Reimbursement/Credit Only \_\_

II. Approval: \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_  
Principal (Date)

III. Approval: \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_  
Asst. Superintendent / Dist. Admin, PreK-5 / Dist. Admin., 6-12 / Dist. Manager for Personnel

IV. Approval: \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_  
Superintendent of Schools (Date)

**SCHEDULE D  
LONG BRANCH PUBLIC SCHOOLS  
2007-2008 NON-CERTIFICATED STAFF REQUEST FOR APPROVAL OF UNDERGRADUATE/  
GRADUATE CREDIT REIMBURSEMENT & "CREDIT ONLY" COURSEWORK**

Any course taken beyond the number permitted by contract in a given school year or for the purpose of attaining certification in your present position is not eligible for tuition reimbursement and will be marked as "Credit Only".

**PLEASE CHECK ONE OF THE FOLLOWING:**

- Undergraduate/Graduate Credit Reimbursement towards degree/certification and/or additional college credits.
- "Credit Only" towards degree/certification and/or college credits exceeding the amount permitted by contract in a given school year.

I. TO: Administrators/District Manager for Personnel/Asst. Superintendent /Superintendent of Schools

FROM: \_\_\_\_\_ (Name) \_\_\_\_\_ (School) \_\_\_\_\_ (Position)

I hereby request approval of the following course for reimbursement or credit only:

Course # \_\_\_\_\_ Institution: \_\_\_\_\_ # of Credits \_\_\_\_\_

Title: \_\_\_\_\_

Purpose: \_\_\_\_\_

To be taken: Summer, 2007 \_\_\_\_\_ ; Fall, 2007 \_\_\_\_\_ ; Spring, 2008 \_\_\_\_\_ ;  
Begins: \_\_\_\_\_ Ends: \_\_\_\_\_

**CHECK ONE:**

- This course is my first course in a new program of studies. Attached is a complete description of the entire program, including a description of this specific course.
- This course is part of a previously approved program of studies. Attached is a description of this specific course. A complete description of the entire course of study has been previously submitted.

Number of Credits Previously Submitted/Approved (*incl. this one*) for 07-08 Reimbursement/Credit Only \_\_\_\_\_

II. Approval: \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_  
Principal (Date)

III. Approval: \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_  
Asst. Superintendent/Dist. Admin., PreK-5/ Dist. Admin., 6-12 / Dist. Manager for Personnel

IV. Approval: \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_  
Superintendent of Schools (Date)

**SCHEDULE E**

**LONG BRANCH PUBLIC SCHOOLS**  
Long Branch, New Jersey

**NON-DUTY HOLIDAYS**

Independence Day\*

Labor Day

Yom Kippur\*

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day\*

Day before Christmas Day\*

Christmas Day

Day before New Year's Day\*

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Holy Thursday

Good Friday

Memorial Day

\*10-month employees do not receive these holidays.

