

Cont # 1867

T

UNION BEACH BOARD OF EDUCATION
AND
UNION BEACH EDUCATION ASSOCIATION

AGREEMENT
1992 - 1995

Manuella
2/1/92 - 6/30/95

Agreement between the Union Beach Education Association and the Union Beach Board of Education for 1992/1993, 1993/1994, and 1994/1995:

TABLE OF CONTENTS

Section I - Applies to All Employees in Unit

- I Recognition
- II Grievance Procedure
- III Association Rights
- IV Attendance and Absence
- V Salary Checks

Section II - Applies to Teachers Only

- VI Work Year and Workday
- VII Teacher Salaries
- VIII Health Insurance Benefits
- IX Professional Development and Educational Improvement
- X Temporary Paid Leave
- XI Extended Leaves
- XII Teacher Facilities
- XIII Teacher Rights
- XIV Promotions and the Filling of Vacancies

Section III - Applies to Utility Staff Only

- XV Work Year and Workday
- XVI Salaries
- XVII Health Insurance Benefits

Section III Continued - Applies to Utility Staff Only

- XVIII Temporary Paid Leave
- XXIX Employment and Job Security
- XX Utility Staff Evaluations
- XXI Facilities and Equipment

Section IV - Applies to Educational Assistants Only

- XXII Salaries
- XXIII Health Insurance Benefits
- XXIV Temporary Paid Leave
- XXV Professional Development

Section V - Applies to All Employess in the Unit

- XXVI Breaks
- XXVII Miscellaneous Provisions
- XXVIII Duration

Appendices

- A Teacher Salaries and Other Wage Compensation
- B Utility Staff Salaries and Other Wage Compensation
- C Educational Assistants Hourly Salary Rates

PREAMBLE

This Agreement entered into this first day of July, 1992, by and between the Board of Education of Union Beach School District, the Town of Union Beach, New Jersey, hereinafter called the "Board" and the Union Beach Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and Association recognize and declare that providing a quality education for the children of the Union Beach School District is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to CHAPTER 303, Public Laws 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they confirm in this Agreement,

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

SECTION I

ARTICLE I

RECOGNITION

- A. The Union Beach Board of Education hereby recognizes the Union Beach Education Association as the appropriate representative for negotiations concerning terms and conditions of employment and grievances for regularly employed, full-time, professionally certificated personnel as

well as full time utility personnel and all educational assistants. All other employees including supervisory and confidential employees, administrators, and all other per diem and part time employees are excluded from this bargaining unit.

B. Definitions:

"Employee(s)" shall include all personnel in the bargaining unit.

"Teacher(s)" shall include all professionally certificated employees.

"Utility Employee(s)" and "Utility Staff" shall include all employees employed in any of the following position classifications: Unlicensed Utility, Licensed Utility, and Lead Man.

"Educational Assistant(s)" shall include all Aides in the bargaining unit.

C. Sections

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

Section II of this agreement applies only to Teachers.

Section III of this agreement applies only to Utility Staff

Section IV of this agreement applies only to Educational Aides.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this agreement or of a written board policy and/or administrative decision affecting negotiable terms and conditions of employment.

B. Purpose

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

C. Procedure

1. Time Limits

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

2. Year end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Superior

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

4. Level Two - Superintendent

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

5. Level Three - Board of Education

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

6. Level Four - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, he may, within five (5) school days after the decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is

meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

- (b) The grievance procedure shall culminate in binding arbitration so far as the verbiage of the contract itself (except disciplinary matters) is concerned, and advisory arbitration for all other matters.
- (c) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.
- (d) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any

decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association.

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

D. Right Of Employees to Representation

1. Employees and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any employee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievances

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

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

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

4. Forms

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

5. Meetings and Hearings

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

ARTICLE III

ASSOCIATION RIGHTS

- A. The Association shall be notified of any change in Board policy relating to professional personnel.
- B. A committee of teachers will work with the administration to formulate a handbook of Board policy relating to the professional staff. This handbook will also include the negotiated contract for this year.
- C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the district according to law.
- D. Use of Facilities and Equipment
 - 1. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings.
 - 2. Upon advance notification, the Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

E. Agency Fee

1. Pursuant to the provisions of Chapter 310, P.L. 1967, and the Rules of the State Board of Education, the Board agrees to deduct from the salaries of employees association dues to include UBEA, MCEA, NJEA, and NEA, and a non-member representation fee (as permitted by law).
2. The Association, as majority representative of the employees, has requested as part of the contract the payment of a representation fee as provided in N.J.S.A. 34:13A-5.5(a).
 - a. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Such fee shall be in the amount permitted by law and shall be paid and administered pursuant to the requirements of law.
 - b. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability (including liability for Court expenses and reasonable counsel fees) that may arise out of or by reason of any action taken or not taken by the Board or Administration, in conforming

with this provision, except in cases involving the willful misconduct of the Board or its agents. The Board agrees that it shall give the Association timely notice in writing of any such claim, demand, suit or other form of liability in regard to which it may seek to implement this section of the contract. Both parties will cooperate with each other in the gathering of evidence, securing witnesses and all other aspects of the defense of any action or threatened action.

ARTICLE IV

ATTENDANCE AND ABSENCE

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

C. Tardiness

1. All employees are required by the Board of Education to sign in personally on the official attendance record book of their respective schools, showing the exact time of all arrivals each morning and departures each afternoon.
2. Tardiness records shall be maintained by the Administrator and may be the basis of withholding salary increments and/or adjustments. Persistent tardiness may be penalized by a deduction from the employee's pay at the discretion of the Administrator.

D. Records

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

E. Reports

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

F. Termination of Service

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

G. Sick Leave

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

1. Certificate

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

2. Leave of Absence

No employee shall lose his or her accumulated allowance of unused days of sick leave by reasons of having been on leave of absence, nor shall the employee accumulate any additional days of allowance during the leave of absence, or due to absence in military or naval service of the United States or the American Red Cross in time of national emergency.

3. Paid Leave entitlements and related provisions are detailed in Section II for teachers, in Section III for Utility Staff, and in Section IV for Educational Assistants.

ARTICLE V

SALARY CHECKS

A. Upon the request of any employee prior to June 1st of each new contract year, salary checks will be issued to staff personnel twice each month during either (a) the ten (10) month school year, or (b) the twelve (12) month school year. Said payment arrangement shall remain in effect throughout the contract year.

- B. All salaries will have deductions made for social security, pension and annuity fund, withholding tax, and in the first year of teaching 1/2 of 1% for insurance.
- C. Additional optional deductions may consist of tax sheltered annuity, hospitalization and medical and surgical insurance, prepayment of loans when loans have been made from the Teachers' Pension and Annuity Fund, MONOC Teachers' Credit Union, or moneys dedicated to the purchasing of "back service".

SECTION II - TEACHERS ONLY

ARTICLE VI - TEACHERS ONLY

WORK YEAR AND WORKDAY

A. Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required. The work year shall not be more than 185 days. All teachers required to work in excess of 185 days shall be compensated at the rate of \$100.00 for each day or part thereof through September 30, 1992 and at the rate of \$115.00 for each day or part thereof effective October 1, 1992. In addition, teachers may be required to work up to 2.75 hours on three (3) evenings each year. Teachers so working shall be compensated at a rate of \$30 per evening.

B. Workday

1. The teacher workday shall be a maximum of six hours and thirty minutes. Teachers shall not be required to start their workday more than 15 minutes before the students' day starts, nor be required to remain more than 10 minutes beyond students dismissal. In addition to the above, it is understood and agreed that all teachers shall be entitled to a lunch of at least 40 minutes duration. However, on one day each week, to be designated by the Superintendent with the advice and consent of the Association, the teachers' workday shall be a maximum of six (6) hours and fifty-five (55) minutes. On such days teachers shall be required to be available to students for thirty (30) minutes to provide students with remedial, make up, or advanced work, or to work with a parent or parent groups.
2. Flex Time
 - a. Notwithstanding the above, the workday for each non-regular classroom teacher, including all specialists (such as librarians, art, music, physical education, special education teachers, child study team members, etc.) may begin up to forty (40) minutes before or as much as forty (40) minutes after the start of the regular students' day. The scheduled end of such teachers' workday shall be correspondingly adjusted to retain the official six hour and thirty minutes workday.
 - b. A teacher assigned to flex time shall be notified of any change in his/her work schedule at least two weeks in advance.
 - c. A teacher working a flex schedule shall be granted compensatory time for all hours he/she is required to work to the extent that

such hours actually worked are in excess of that required of regular classroom teachers on the same day.

d. These provisions relating to flex time shall be the subject of negotiations for 1995-1996.

3. Lunch Time Duty

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

Any teacher who provides more than one lunch time supervisory duty period in any week shall be compensated at the rate of \$21 per hour (\$7.00 per normal twenty minute lunch room or recess duty period).

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

ARTICLE VII - TEACHERS ONLY

TEACHER SALARIES

The salary guides for 1992/1993, 1993/1994 and 1994/1995 are in Appendix "A" which is attached hereto and made a part hereof.

ARTICLE VIII - TEACHERS ONLY

HEALTH INSURANCE BENEFITS

- A. All existing insurances and health benefits shall be carried forward with the following modification:

Prescription Drug Card: The Board shall provide a prescription drug program for employees and their dependents. Only employees scheduled to work 30 or more hours per week shall be eligible to enroll themselves and their eligible dependents. The prescription drug card program shall have deductibles (co-pays) per prescription or refill of \$5.00 if a brand name drug is dispensed and \$3.00 if a generic drug is dispensed.

Dental Insurance: The dental plan shall be modified so as to provide a maximum benefit of \$1,500 per year.

Health Insurance: The district shall provide health insurance through the State Health Benefits Plan.

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

ARTICLE IX - TEACHERS ONLY

PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of professional employees and the improvement of instruction.
- B. Upon receiving prior approval of the superintendent, teachers may attend conferences and workshops in subject areas at Board expense.
- C. Any teacher in attendance at the annual NJEA conference, who makes a purchase of educational material from an exhibitor shall be reimbursed up to a maximum of \$15 upon presentation of a paid receipt, providing these materials will be used in the classroom.
- D.
 - 1. Teachers who take undergraduate and graduate credits at an accredited college or university, in areas of their teaching assignment, or upon the request of the superintendent, shall be reimbursed at \$70.00 per credit hour, up to a maximum of \$560.00 per year.
 - 2. Teachers who take credits at an accredited college or university at the request of the superintendent shall be reimbursed for the cost per credit hour and any other college assessed fees.
 - 3. Courses must be approved in advance by the superintendent and a teacher must receive a "B" or better to be eligible for reimbursement, unless it is a "pass or fail" course. Official transcripts of the grade and proof of tuition cost must be submitted.
 - 4. Teachers earning the MA or MA+30 will be eligible for movement on the guide providing notification and transcripts are submitted by September.

ARTICLE X - TEACHERS ONLY

TEMPORARY PAID LEAVE

A. Sick Leave

1. Teacher Sick Days: To be increased to 15 days per year, using the following guideline:
 - a. One (1) day added on the fourth year in the system.
 - b. One (1) day on the seventh year.
 - c. One (1) day on the tenth year.
 - d. One (1) day on the thirteenth year.
 - e. One (1) day on the sixteenth year.However, a teacher who is absent 10 or more days in any school year, shall receive only 10 sick leave days during the following school year.
2. Sick days shall accumulate without limit.
3. When a teacher's allowable sick leave has been exhausted for the current year, due to serious illness, additional sick leave may be granted by special action of the Board of Education. Such cases may also be considered for establishing a new allowable sick leave for the following year.
4. Any full-time teacher who has completed a minimum of ten (10) years in the Union Beach School System and retires, or voluntarily terminates employment with the Board of Education, shall be paid \$24 per day for retirement/termination. It is understood that this is

not to be considered a death benefit and will not be paid to the heirs of those persons whose death occurs during the course of their employment with the Board of Education. This provision will not apply to any teacher who is dismissed under the laws of the State of New Jersey Title 18A:28 et al or any teacher who is reduced in force unless said teacher voluntarily resigns.

B. Serious Illness in the Family

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

C. Court Involvement

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

D. Absence for Personal Reason(s)

1. A total of three days' personal leave shall be granted per year for personal business that cannot be handled outside of school hours, such as legal matters, house closings, household and family matters, marriage of relative or close friend and other reasons approved by the Administration. Such leave shall not be accumulative.
2. Application shall be made to the Principal or immediate Supervisor. Requests for leave must be made five working days prior to the day requested except in cases of emergency. Notification of approval or disapproval will be given within two working days of request.
3. Personal leave will not be granted before or after a holiday or school vacation unless leave is for emergency purposes.

4. No more than two members of the staff may receive the same day off for personal leave except in cases of emergency.
5. The Superintendent has the discretion in all cases to approve or disapprove all requests for leave.

E. Professional Days

A total of two days will be allowed for the purpose of attending workshops, conferences, training programs and school visitations out of the district, which have the approval of the Administrator.

F. Marriage

Absence of one day for non-tenured teachers and five days for tenured teachers may be allowed for marriage by permission of the Administrator.

G. Bereavement Leave

1. Immediate Family

Four (4) days absence will be allowed due to death in the teacher's immediate family. Immediate family means Mother, Father, Sister, Brother, Husband, Wife, Children, Mother-in-law, Father-in-law, living anywhere or another person living in the employee's household.

2. Non-immediate Family

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

3. Other

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

Application for the leave should be made not later than three (3) months before the anticipated custody of the child by the teacher.

C. Maternity Leave or Child Care Leave

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

1. The Board of Education recognizes that pregnancy-related disabilities must be treated like any other disabilities. Thus, during the month preceding and the month following childbirth, when the employee is presumed to be disabled, she will be entitled to sick leave benefits. Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may receive additional sick leave benefits if she presents a physician's statement attesting to her continued disability.
2. The Board recognizes that pregnancy does not disable an employee. Thus, no employees will be required to take unpaid leaves of absence for pregnancy. The Board may, at its discretion, require periodic physician certification of the employee's continued fitness to perform her duties. A physician's certificate may be required for just cause during the one month periods prior to and following birth, as the employee is presumed to be disabled during this period.
3. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.

4. The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.
 5. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et. seq., The Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.
 6. As the Board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave for pregnancy, prior to any actual disability, this employee will not be able to receive sick leave payments when disability does occur.
 7. The Board may, at its discretion, not permit an extended unpaid leave if it would substantially disrupt the continuity of the educational process; especially if it would begin quite early in the school year and then continue for the duration of that school year. In such cases, should the employee agree to begin her leave at the start of the school year, the Board may exercise its statutory discretion to nonetheless pay the employee a two month disability; despite the requirement that to receive disability payments an employee must work until one month before childbirth. Any teacher on maternity leave shall notify the Board prior to March 1st whether it is his or her intention to return to his or her teaching duty in the next school year.
- D. The board agrees to allow a Leave of Absence without pay for any teachers serving in an elected public office.

- E. In case of leave of absence for any reason granted to a teacher, it shall be necessary for such teacher to notify the Administrator who shall inform the Board of Education on or before April 1st prior to expiration of such leave of absence whether he or she will return or will not return to his or her teaching position at the expiration of such leave of absence.

ARTICLE XII - TEACHERS ONLY

TEACHER FACILITIES

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

ARTICLE XIII - TEACHERS ONLY

TEACHER RIGHTS

- A. Just Cause - No employee shall be disciplined without just cause.
- B. Suspensions - According to Title 18A.
- C. Personnel Files
1. Nothing shall be placed in an employee's personnel file, nor shall same be used in any disciplinary proceeding unless the employee has been given a copy of the material.
 2. Employees shall have the right to attach a rebuttal to anything which is to be placed in the personnel file, which he/she disagrees with.

3. Nothing shall be placed in the employee's personnel file without the employee's signature thereon, indicating that he/she has been given a copy of same, unless the employee refuses to sign, in which case the document can be so placed with the "refusal" appropriately indicated.
4. The foregoing provisions of this section shall not affect the validity of any documents currently in a teacher's personnel file.

ARTICLE XIV - TEACHERS ONLY

PROMOTIONS AND THE FILLING OF VACANCIES

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

- A. Whenever possible, a notice, including job title, will be posted at least seven (7) days before the date an application must be submitted. A copy of the notice will be given to the Association president at the time of posting.
- B. In case of summer positions, the job description should be posted as soon as possible, so that personnel may adequately plan their summer employment or schooling.

- C. All qualified teachers shall be given adequate opportunity to make applications; and no positions shall be filled until all properly submitted applications have been considered. Each teacher applicant not selected shall upon request receive an explanation from the Superintendent. Announcement of appointments shall be made by posting a list in the office of the administrator and in the school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

SECTION III - UTILITY STAFF

ARTICLE XV - UTILITY STAFF ONLY

WORK YEAR AND WORKDAY

A. Work Year

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

B. Workday

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

C. Overtime

The Supervisor of Building and Grounds will assign overtime to the utility employee upon approval of the Superintendent. Overtime will be paid at time and one-half until funds in the budget account have become exhausted, at which time overtime will be considered as time and one half and time off. Any utility person called in after a regular day of work or called in on a weekend for emergency purposes will receive at least two hours of overtime. Payment schedule to be spelled out for each category on an hourly figure.

D. Miscellaneous

1. Under no condition shall a utility employee receive help from anyone who is not employed by the Board of Education.
2. Visits by friends and others to building should be discouraged unless it is of an emergency nature.

ARTICLE XVI - UTILITY STAFF

SALARIES

The Salary Guides for 1992/1993, 1993/1994 and 1994/1995 are in Appendix "B" which is attached hereto and considered a part hereof.

ARTICLE XVII - UTILITY STAFF ONLY

HEALTH INSURANCE BENEFITS

- A. All existing insurances and health benefits shall be carried forward with the following modification:

Prescription Drug Card: The Board shall provide a prescription drug program for employees and their dependents. Only employees scheduled to work 30 or more hours per week shall be eligible to enroll themselves and their eligible dependents. The prescription drug card program shall have deductibles (co-pays) per prescription or refill of \$5.00 if a brand name drug is dispensed and \$3.00 if a generic drug is dispensed.

Dental Insurance: The dental plan shall be modified so as to provide a maximum benefit of \$1,500 per year.

Health Insurance: The district shall provide health insurance through the State Health Benefits Plan.

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

ARTICLE XVIII - UTILITY STAFF ONLY

TEMPORARY PAID LEAVE

A. Sick Leave

1. Twelve (12) month Utility Staff will be allowed twelve (12) days of paid sick leave per year.
2. Payment for unused sick days, upon voluntary termination after fifteen (15) or more years of service in the district, shall be paid at the rate of \$10.00 for each accumulated unused day.

- B. Family Illness - A total of two days shall be granted by the Board for use in cases of illness or injury of a member of the employee's immediate family (husband, wife, children). These days shall not be accumulative.

C. Personal Days

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

D. Bereavement Leave

1. Immediate Family

Three (3) days will be allowed due death in the utility employee's immediate family. Immediate family means spouse, child, parent, brother, sister, mother-in-law, father-in-law, living anywhere, or another person living in the household.

2. Non-immediate Family

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

E. Vacation

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

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

F. Holiday Schedule

There shall be thirteen (13) paid holidays for the utility employees. Said holidays shall be mutually agreed upon each year.

G. Good Attendance Bonus

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

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

ARTICLE XIX - UTILITY STAFF ONLY

EMPLOYMENT AND JOB SECURITY

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

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

ARTICLE XX - UTILITY STAFF ONLY

UTILITY STAFF EVALUATION

- A. Non-Tenure Utility Employees - Non-tenure utility employees shall be evaluated by their immediate supervisors once a month in each school year, to be followed in each instance by an evaluation report and by a conference between the employee and his immediate supervisor for the purpose of identifying any deficiencies, extending assistance for their correction. A utility employee shall be given a copy of the evaluation report.

- B. All monitoring or observation of the work performance of a utility employee shall be conducted openly as an ongoing process.

ARTICLE XXI - UTILITY STAFF

FACILITIES AND EQUIPMENT

- A. All utility employees where applicable shall be provided with the appropriate equipment necessary to do a high quality of work.
- B. Uniforms - Five uniforms are allowed per person per year (2 winter and 3 summer). Utility employees will pick up purchase orders from the business office and go to the designated vendor for their uniforms. The initiative to do this lies with the individual person.
1. Winter jackets shall be supplied as needed upon request to the Building and Grounds Supervisor who will then requisition same.
 2. Work shoes will be supplied - two pair per year per person. (To be supplied at the beginning of the school year. A maximum of \$50.00 per pair will be allowed.) Work shoes must be worn to work daily. The Building and Grounds Supervisor has the authority to send an employee home if this rule is not adhered to. Such time lost shall be without pay.
- C. Foul Weather Gear - The Board of Education shall make available to all members of the utility staff who work out of doors in inclement weather:
- (a) rubber boots, (b) slicker type jackets, (c) slicker type pants, and (d) winter weight water-proof gloves.
- D. Utility employees will not be subjected to materials which may be harmful to their health. Protective masks and clothing shall be provided whenever any questionable materials are in use.

SECTION III - EDUCATIONAL ASSISTANTS

ARTICLE XXII - EDUCATIONAL ASSISTANTS ONLY

SALARIES

During each year each aide shall be paid at a salary rate within the appropriate range indicated below for a workweek which does not exceed 3.98 hours per day or 19.90 hours per full five day student week.

All aides shall be paid at a rate consistent with the appropriate range indicated below:

	<u>1992-1993</u>	<u>1993-1994</u>	<u>1994-1995</u>
Minimum Rate:	\$ 5.50	\$ 5.75	\$ 6.00
Maximum Rate:	\$10.46	\$10.88	\$11.32

Effective September 1, 1992: Each aide's rate shall increase by 9.1% provided that no aide's rate shall increase to a rate above \$10.46 per hour: This shall be consistent with the rates indicated for individual Aides in Appendix C.

Effective September 1, 1993: Each aide's rate shall increase by 6.9% provided that no aide's rate shall increase to a rate above \$10.88 per hour: This shall be consistent with the rates indicated for individual Aides in Appendix C.

Effective September 1, 1994: Each aide's rate shall increase by 7.0% provided that no aide's rate shall increase to a rate above \$11.32 per hour: This shall be consistent with the rates indicated for individual Aides in Appendix C.

ARTICLE XXIII - EDUCATIONAL ASSISTANTS ONLY

HEALTH INSURANCE BENEFIT

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

ARTICLE XXIV - EDUCATIONAL ASSISTANTS ONLY

TEMPORARY PAID LEAVE

A. Sick Leave

1. Educational assistants shall be entitled to ten (10) sick days per year which are computed on an hour-by-hour basis. Sick leave shall be credited to educational assistants as of the first day of September of each school year and unused days shall accumulate for use, as needed, in subsequent years.

B. Bereavement Leave

1. Immediate Family: Three (3) days will be allowed due death in the educational assistant's immediate family. Immediate family means spouse, child, parent, brother, sister, mother-in-law, father-in-law, living anywhere, or another person living in the household.
2. Non-immediate Family: One (1) day will be allowed due to death of the educational assistant's grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother or sister-in-law, daughter or son-in-law.

ARTICLE XXV - EDUCATIONAL ASSISTANTS ONLY

PROFESSIONAL DEVELOPMENT

If the District mandates that any course be taken by an educational assistant, the full cost of such course, including tuition, fees, supplies, etc. shall be paid by the District.

ARTICLE XXVI - EDUCATIONAL ASSISTANTS ONLY

BREAKS

Educational assistants who work at least three (3) and less than four (4) continuous hours shall be entitled to one (1) ten (10) minute break.

SECTION V

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

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

ARTICLE XXVIII

DURATION

- A. This Agreement shall be effective as of July 1, 1992 and shall continue in effect until June 30, 1995. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

UNION BEACH
EDUCATION ASSOCIATION

BY:

Kathleen A. Covino
President

BY:

Marilynise Metz
Secretary

UNION BEACH
BOARD OF EDUCATION

BY:

Steven Dubelman
President

BY:

M. H. Berkman
Secretary

1236N-NDC 11/30/92

UNION BEACH BOARD OF EDUCATION AND EDUCATION ASSOCIATION: 1992-1995

APPENDIX - A: SALARY AND OTHER WAGE COMPENSATION FOR TEACHERS -- page 1 of 5

1992-1993

STEP	BA	BA+30	MA	MA+30
1	\$25,484	\$26,147	\$28,526	\$29,539
2	\$26,491	\$27,180	\$29,654	\$30,706
3	\$27,816	\$28,539	\$31,136	\$32,241
4	\$29,206	\$29,966	\$32,692	\$33,853
5	\$30,667	\$31,464	\$34,327	\$35,546
6	\$32,201	\$33,038	\$36,045	\$37,324
7	\$33,810	\$34,689	\$37,846	\$39,189
8	\$35,501	\$36,424	\$39,739	\$41,150
9	\$37,276	\$38,245	\$41,725	\$43,207
10	\$39,140	\$40,158	\$43,812	\$45,367
11	\$41,097	\$42,165	\$46,002	\$47,635
12	\$43,152	\$44,274	\$48,303	\$50,018
13	\$45,152	\$46,335	\$49,581	\$52,389
14	\$47,977	\$49,224	\$53,700	\$55,606

\$300.00 additional increment allowed at tenure step.

\$500.00 increment allowed as longevity clause for 18 years service in the Union Beach School System.

UNION BEACH BOARD OF EDUCATION AND EDUCATION ASSOCIATION: 1992-1995

APPENDIX - A: SALARY AND OTHER WAGE COMPENSATION FOR TEACHERS -- page 2 of 5

1993-1994

STEP	BA	BA+30	MA	MA+30
1	\$27,192	\$27,899	\$30,438	\$31,518
2	\$28,266	\$29,001	\$31,640	\$32,764
3	\$29,679	\$30,451	\$33,222	\$34,401
4	\$31,163	\$31,973	\$34,883	\$36,121
5	\$32,721	\$33,572	\$36,627	\$37,927
6	\$34,358	\$35,252	\$38,460	\$39,825
7	\$36,075	\$37,013	\$40,382	\$41,815
8	\$37,880	\$38,865	\$42,402	\$43,907
9	\$39,773	\$40,808	\$44,521	\$46,102
10	\$41,762	\$42,848	\$46,747	\$48,407
11	\$43,850	\$44,990	\$49,084	\$50,827
12	\$46,043	\$47,240	\$51,539	\$53,369
13	\$48,200	\$49,461	\$53,993	\$55,921
14	\$51,190	\$52,520	\$57,296	\$59,329

\$300.00 additional increment allowed at tenure step.

\$500.00 increment allowed as longevity clause for 18 years service in the Union Beach School System.

UNION BEACH BOARD OF EDUCATION AND EDUCATION ASSOCIATION: 1992-1995

APPENDIX - A: SALARY AND OTHER WAGE COMPENSATION FOR TEACHERS --- page 3 of 5

1994-1995

STEP	BA	BA+30	MA	MA+30
1	\$28,992	\$29,746	\$32,453	\$33,605
2	\$30,138	\$30,921	\$33,735	\$34,932
3	\$31,644	\$32,467	\$35,421	\$36,679
4	\$33,226	\$34,090	\$37,192	\$38,512
5	\$34,887	\$35,795	\$39,052	\$40,438
6	\$36,633	\$37,585	\$41,006	\$42,461
7	\$38,464	\$39,464	\$43,055	\$44,583
8	\$40,388	\$41,488	\$45,209	\$46,813
9	\$42,406	\$43,509	\$47,468	\$49,153
10	\$44,527	\$45,685	\$49,842	\$51,611
11	\$46,753	\$47,968	\$52,334	\$54,191
12	\$49,091	\$50,368	\$54,951	\$56,902
13	\$51,411	\$52,757	\$57,588	\$59,644
14	\$54,577	\$55,995	\$61,088	\$63,256

\$300.00 additional increment allowed at tenure step.

\$500.00 increment allowed as longevity clause for 18 years service in the Union Beach School System.

UNION BEACH BOARD OF EDUCATION AND EDUCATION ASSOCIATION: 1992-1995

APPENDIX - A: SALARY AND OTHER WAGE COMPENSATION FOR TEACHERS -- page 4 of 5

ADVANCEMENT ON THE GUIDE:

<u>91-92</u>	<u>92-93</u>	<u>93-94</u>	<u>94-95</u>
	1	-----> 1	-----> 1
1	-----> 2	-----> 2	-----> 2
2	-----> 3	-----> 3	-----> 3
3	-----> 4	-----> 4	-----> 4
4	-----> 5	-----> 5	-----> 5
5	-----> 6	-----> 6	-----> 6
6	-----> 7	-----> 7	-----> 7
7	-----> 8	-----> 8	-----> 8
8	-----> 9	-----> 9	-----> 9
9	-----> 10	-----> 10	-----> 10
10	-----> 11	-----> 11	-----> 11
11	-----> 12	-----> 12	-----> 12
12	-----> 13	-----> 13	-----> 13
13	-----> 14	-----> 14	-----> 14
14	-----> 14	-----> 14	-----> 14

UNION BEACH BOARD OF EDUCATION AND EDUCATION ASSOCIATION: 1992-1995

APPENDIX - A: SALARY AND OTHER WAGE COMPENSATION FOR TEACHERS -- page 5 of 5

C. EXTRA-CURRICULAR COMPENSATION

1. Science Club	\$174.50
2. Year Book	\$698.04
3. Bowling	\$436.27
4. Softball	\$218.14
5. Patrol	\$349.02
6. Student Council	\$349.02
7. Newspaper	\$218.14
8. Football	\$174.50
9. Drama	\$174.50
10. A.V. Director	\$872.54

SCHEDULE C - INTERSCHOLASTIC COACHING

1. Basketball (boys)	\$1831.87
2. Basketball (girls)	\$1831.87
3. Baseball (boys)	\$1831.87
4. Baseball (girls)	\$1831.87
5. Soccer	\$1831.87
6. Cheerleaders	\$1831.87
7. Athletic Director	\$1165.74

Other activities may be approved at the discretion of the Board.

- D. Teachers who are required to cover the class of an absent colleague shall be compensated at the rate of \$25.00 per hour for such coverage.

SALARY AND OTHER WAGE COMPENSATION FOR UTILITY STAFF

	1992-1993	1993-1994	1994-1995
STEP	RATE	RATE	RATE
A	\$15,746	\$16,534	\$17,095
B	\$16,279	\$16,986	\$17,695
C	\$16,813	\$17,552	\$18,295
D	\$17,279	\$18,120	\$18,895
E	\$17,745	\$18,652	\$19,495
F	\$18,212	\$19,185	\$20,095
G	\$18,700	\$19,719	\$20,695
H	\$19,190	\$20,262	\$21,295
I	\$19,678	\$20,808	\$21,895
J	\$20,200	\$21,351	\$22,495
K	\$20,723	\$21,912	\$23,095
L	\$21,300	\$22,474	\$23,695
M	\$21,646	\$22,937	\$24,295

Placement on the Guides:

	91-92	92-93	93-94	94-95
			A	A
1	---->	A	B	B
2	---->	B	C	C
3	---->	C	D	D
4	---->	D	E	E
5	---->	D	E	F
6	---->	E	F	G
7	---->	F	G	H
8	---->	G	H	I
9	---->	H	I	J
10	---->	I	J	K
11	---->	J	K	L
12	---->	K	L	M
13	---->	L	M	M
14	---->	M	M	M

Only employees who have served for six (6) or more months in the prior year and who have been rated "satisfactory" for such service shall be entitled to incremental advancement on the guide (advancing to the next higher salary step) at the start of the ensuing year.

APPENDIX - B: Page 2 of 2

B. Other compensation:

1. BLACK SEAL LICENSE

Utility employees who possess a valid "black seal" license shall have \$600 annually added to his/her annual base salary rate.

2. LONGEVITY

Utility employees who have completed twenty (20) years of service to the district shall have \$700 added to his/her annual base salary rate.

Utility employees who have completed twenty-five (25) years of service to the district shall have an additional \$1,000 added to his/her annual base salary rate, for a total of \$1,700 added to the utility employee's annual base salary rate.

3. ACTING LEAD PERSON

Any utility employee assigned to temporarily lead and/or direct the utility staff when the Supervisor is absent, shall receive an additional \$0.50 per hour for all hours or major fractions thereof that he/she is so assigned.

Union Beach Board of Education and Education Association: 1992-1995

APPENDIX C

HOURLY SALARY RATES FOR EDUCATIONAL ASSISTANTS

<u>EDUCATIONAL ASSISTANT</u>	<u>1992 - 1993</u>	<u>1993 - 1994</u>	<u>1994 - 1995</u>
	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>
Markey, Melinda	\$ 5.50	\$ 5.88	\$ 6.29
Rodriguez, Eviridis	\$ 5.50	\$ 5.88	\$ 6.29
English, Roxanne	\$ 5.50	\$ 5.88	\$ 6.29
Fullerton, Jennifer	\$ 5.84	\$ 6.24	\$ 6.68
Royle, Victoria	\$ 5.84	\$ 6.24	\$ 6.68
Thorpe, Kathy	\$ 5.84	\$ 6.24	\$ 6.68
Bennett, Ann	\$ 6.51	\$ 6.96	\$ 7.45
Maldonado, Marianne	\$ 6.51	\$ 6.96	\$ 7.45
Bobish, Ann	\$ 6.51	\$ 6.96	\$ 7.45
Kurimsky, Linda	\$ 6.51	\$ 6.96	\$ 7.45
McGuinness, Karen	\$ 6.51	\$ 6.96	\$ 7.45
Cermak, Mary	\$ 6.66	\$ 7.12	\$ 7.62
Ciangiotti, Angie	\$ 6.77	\$ 7.24	\$ 7.74
Maraziti, Kay	\$ 6.89	\$ 7.36	\$ 7.88
Marzullo, Mary Ellen	\$ 7.02	\$ 7.50	\$ 8.02
Normile, Mary Jean	\$ 7.14	\$ 7.64	\$ 8.17
Whitney, Millie	\$ 7.27	\$ 7.78	\$ 8.32
DeFazio, Eileen	\$ 7.48	\$ 7.99	\$ 8.55
Bellino, Kathy	\$ 7.84	\$ 8.38	\$ 8.97
Nappi, Eleanor	\$ 9.69	\$10.36	\$11.08
Kellenbence, Marcy	\$10.09	\$10.79	\$11.32
Grenger, Eleanor	\$10.46	\$10.88	\$11.32