

**AGREEMENT**

between the

**BOARD OF EDUCATION  
of  
BOUND BROOK**

**The County of  
SOMERSET, NEW JERSEY**

and the

**BOUND BROOK  
EDUCATION ASSOCIATION, INC.**

**Length of Contract: Three (3) Years  
July 1, 2014 – June 30, 2017**

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**Section I**

**General Provisions: Applies To All Employees in the Negotiating Unit**

**PREAMBLE**

THIS AGREEMENT, entered in this 1<sup>st</sup> day of July, 2014, by and between the Bound Brook Board of Education, the Borough of Bound Brook, New Jersey, hereinafter called the "Board", and the Bound Brook Education Association, Incorporate, hereinafter called the "Association".

**WITNESSETH:**

In consideration of the mutual covenants hereinafter set forth, the parties, for themselves, their successors and assigns, agree as follows:



## ARTICLE 1

### RECOGNITION

A. The Board recognizes the Association as the exclusive representative for collective negotiations as required by Chapter 303, P.L. 1968 (N.J.S.A. 34:13A-1 et seq.) and as amended by Chapter 123, P.L. 1974 for all teaching staff members who are under contract in positions requiring certification, or employees who are members of the support staff who are scheduled to work twenty (20) or more hours per week.

(1) Including:

- Nurses
- Librarians
- Guidance Counselors
- Psychologists
- Social Workers
- Learning Disability Specialists
- Speech Therapists
- Department Head Teachers
- Custodians
- Instructional Aides or Paraprofessionals
- Secretaries and Clerks
- Elementary School Specialists - (Art, Music, Physical Education & World Languages)
- Supplemental Teachers
- Supplemental/ESL Teachers
- Reading Specialists
- Physical Education Teachers
- Resource Room Teachers
- Communications Room Teachers
- Media Specialists
- Attendance Officer
- Adult High School Teachers (10 mo.)
- Athletic Trainer
- Leave Replacement Teachers

(2) But excluding:

- Substitute Teachers
- Evening School Teachers
- Summer School Teachers
- All Full-time Supervisors and Administrators
- Vice Principals/Assistant Principals
- Principals
- All Cafeteria Employees

School Business Administrator  
Director of Pupil Personnel Services  
Director of State & Federal Programs  
Director of Curriculum and Instruction  
Director of Special Services  
Athletic Director  
Supervisor of Maintenance  
Confidential Secretaries to the Superintendent (2)  
Support staff for School Business Administrator (4)  
Superintendent  
Van/Bus Drivers  
Aides (lunchroom, playground, hall duty, nurses, etc.)  
All other school employees not specifically included in A.(1) above.

- B. The term "employee," unless otherwise indicated, shall refer to all employees represented by the Association except where such employees are specifically excluded from a part of this Agreement.



## ARTICLE 2

### BOARD AND ASSOCIATION NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations for a successor Agreement as per N.J.S.A. 34:13A-1 et seq. Prior to such negotiations, the Board may require proofs that the Association remains the duly selected bargaining agent for the employees described in Article 1, A.(1). hereof.
- B. Any Agreement so negotiated shall apply to all employees in the defined negotiating unit and be signed by the Association and the Board and be subject to ratification and adoption by the Board and ratification by the Association.
- C. The parties mutually pledge that their representatives shall be clothed with the necessary authority to conduct meaningful negotiations.
- D. For the duration of this Agreement, the Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement with any organization other than the Association, and the Association assures the Board that its authority as bargaining agent will endure for the lifetime of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement.



### ARTICLE 3

#### ASSOCIATION & EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, P.L. 1968 (N.J.S.A. 34:13A-1 et seq.) and as amended by Chapter 123, P.L. 1974, and Article 1.A. of this Agreement, the Board agrees that every employee of the Board shall have the right freely to organize, join and support the Association.

B. The Association agrees to take whatever action it deems appropriate to insure that its members will abide by the terms of this Agreement.

C. Use of Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon permission first obtained from the school building principal, which permission shall not be unreasonably withheld. If such meeting requires additional custodial services, such costs will be paid by the Association if charged by the Board.

D. Right to Notice and Representation Before the Superintendent or Principal

Teachers will meet and consult with supervisors and administrators upon request. However, whenever a teaching staff member is required to appear before the school building principal or Superintendent concerning a serious matter which may affect his/her employment status or rate of compensation, the principal or Superintendent will notify the teacher in writing forty-eight (48) hours prior to the meeting that such a meeting could affect his/her employment. The teacher has a right to have representation not to exceed three individuals during the meeting with only one individual designated as spokesperson for the Association. These 48 hours shall not include weekends or holidays.

E. Right to Notice and Representation Before the Board

Whenever any employee is required to appear before the Board of Education, any committee, or member thereof concerning any matter which could affect the individual's employment status, then the employee shall be given notice in writing forty-eight (48) hours prior to the meeting of the reasons for such meeting, and shall be entitled to have up to three persons of the employee's own choosing present to advise the employee during such a meeting. However, only one person shall be designated as the spokesperson for the Association. These 48 hours shall not include weekends or holidays.



- F. Negotiations and grievances will normally occur outside work hours, however, whenever any Association representative participates with representatives of the Board in negotiations during work hours, such individual shall suffer no loss in pay and no employee who is involved in grievance proceedings during such time as the Board or any of its representatives is a party shall suffer a loss in pay.
- G. The Board agrees that any such time as it may consider employing substantial instructional services from commercial or industrial sources outside the employees of the District, it will give sixty (60) calendar days notice, when practicable, to the Association of such consideration or decision. This stipulation shall in no way be deemed to impair or otherwise limit the rights of the Board to act in this area. Board action hereunder shall not be grievable under Article 4.
- H. No employee of the Board shall be disciplined, reduced in compensation, given an adverse evaluation of his/her services, or discharged without just or good cause. "Just" or "Good Cause" must show reason, good faith, reasonable grounds, and paper trail/evidence; in other words, "Just" or "Good Cause" cannot be arbitrary or capricious.
- I. No employee will be disciplined in front of peers, students or parents. Any form of discipline will take place in a private setting with only the administrator and the employee who may have his/her representative present.

## ARTICLE 4

### GRIEVANCE & ARBITRATION PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee(s) or the Association that there has been a personal loss or injury because of a violation or misrepresentation or inequitable application of Board policy, this Agreement or an administrative decision affecting such employee(s). The term "grievance" shall not apply to any matter or with respect to:

- (1) any by-law of the Board of Education which concerns the organization and structure of the Board, which does not concern conditions of employment;
- (2) a complaint of a non-tenured employee which arises by reasons of that employee's not being re-employed;
- (3) the transfer, assignment or reassignment of any non-tenured employee, or the initial appointment of any certificated employee to a position for which tenure is not possible or required; or the appointment, transfer, assignment or reassignment of any tenured employee not involving a loss of salary or other benefit of employment;
- (4) any matter arising out of or in connection with Board action under Article 3, G. hereof;
- (5) any other matter made specifically non-grievable herein.

B. Grievance Procedure

The following procedures shall be adhered to in processing a grievance:

- (1) A grievance to be considered under this procedure must be initiated by the employee or by the Association within twenty (20) school days of the date of its occurrence, or the time the employee or the Association should reasonably have known of its occurrence.
- (2) Any employee who has a grievance shall first discuss it with his/her immediate superior or principal in any attempt to resolve the matter informally at that level.
- (3) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within seven (7) school days, he/she shall set forth the grievance in writing to his/her immediate superior or principal specifying:
  - (a) the nature of the grievance and date of occurrence.



- (b) the specific contractual or other basis for the grievance.
- (c) the relief sought.
- (4) Said Administrator shall communicate his/her decision to the employee in writing within seven (7) school days of receipt of the written grievance.
- (5) The employee, or the Association, not later than seven (7) school days after receipt of the decision mentioned in B(4) above, may appeal the same to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter and stating the employee's dissatisfaction with that decision. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed twenty (20) school days. The Superintendent shall communicate his decision in writing to the employee and to the respective administrator.
- (6) The employee, or the Association, not later than seven (7) school days after receipt of the decision mentioned in B(5) above, may appeal the same to the Board of Education. The appeal to the Board must be made in writing reciting the matter and stating the employee's dissatisfaction with that decision. The Board shall respond in writing to the grievant within thirty (30) school days.

C. Arbitration:

Any grievance concerning the administration and/or interpretation of this Agreement shall be subject to arbitration in accordance with the following procedure:

- 1) Written notice of the submission to arbitration may be given by either party of this agreement not later than ten (10) school days after the receipt of the final decision of the Board of Education.
- 2) Forms for submission of a grievance shall be prepared by the Superintendent and distributed to the various schools so as to facilitate the operation of the arbitration portion of the grievance procedure. Such a form shall contain the following, among other, necessary information:
  - (a) Name of Grievant
  - (b) Assignment
  - (c) Date and place of the incident, occurrence, circumstances given rise to grievance
  - (d) Nature of grievance
  - (e) Nature and extent of the injury, harm, loss or inconvenience claimed
  - (f) Grievant's dissatisfaction with the decision(s) of the administration/Board and the basis why the same should not be overruled
  - (g) Signed certification that all the above are true



- 3) The only grievances which may be arbitrated are those based on an allegation that there has been a violation of the terms of this Agreement.

D. Arbitrability

- 1) If the disagreement over arbitrability persists, the arbitrator appointed under the procedures set forth herein shall rule upon the question of arbitrability prior to hearing the merits of the dispute in question. If the arbitrator rules the matter arbitrable, he/she shall then proceed to hear the dispute on its merits. If either party is unprepared to proceed, and requests a delay, the arbitrator shall accede to such request and shall promptly schedule a second meeting to hear the dispute on its merits.
- 2) Nothing in D(1) above shall, however, prevent the Board from appealing the decision of the arbitrator concerning the question of arbitrability to a court of competent jurisdiction, and the Board reserves all of its legal, equitable, or administrative remedies to have the question of arbitrability finally decided in such other forum.

E. Matters Deemed Nonarbitrable

The following matters will be deemed nonarbitrable if the grievance pertains to:

- (1) A matter not specifically covered by a provision of this Agreement.
- (2) A matter for which detailed method of review is prescribed by law.
- (3) Any by-law of the Board pertaining to its internal operation, which does not concern conditions of employment.
- (4) Any matter which according to law is beyond the scope of Board authority.
- (5) Any other matter specifically made nonarbitrable herein.

F. Procedure to Select Arbitrator

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

- (1) A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators in the dispute in question.
- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.



- (3) If the parties are unable to determine within fourteen (14) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

G. Decision of Arbitrator

The arbitrator shall be limited to the issues submitted to said arbitrator and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be binding. Only the Board and the aggrieved party and the aggrieved party's representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

H. Costs of Arbitrator

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

I. Matters Affecting Grievance Procedures Generally:

Grievance matters are subject to the following:

- (1) In the presentation of a grievance, the employee shall have the right to designate a representative of the Association to appear with him or her at any level.
- (2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee 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 be acceptance of the decision rendered at that step.
- (3) It is understood that employees shall, during and notwithstanding the pendency 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 days set forth in the grievance procedure shall be school days. A school day shall be defined as any day that the certificated staff are required to be in attendance.
- (5) All documents, communications, and records dealing with the grievance shall be kept in a file separate from the personnel file.
- (6) All grievance matters shall be confidential.



ARTICLE 5

DEDUCTION FROM SALARY

- A. The Board agrees to deduct dues from the salaries of its employees for the Bound Brook Education Association, the Somerset County Education Association, the New Jersey Education Association, and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the New Jersey Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorization shall be in writing in the set form.
- B. Each of the Associations named above shall certify to the School Business Administrator in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the School Business Administrator written notice on or before August 1st, unless prohibited by circumstances outside the control of the Association prior to the effective date of such change.
- C. Additional authorizations or dues deductions may be received after August 1st under rules established by the State Department of Education.
- D. Request for termination of dues deduction for membership in the Association shall take place twice annually; either January 1 or July 1, whichever occurs first after the request for termination of membership.



## ARTICLE 6

### EMPLOYEE LEAVE FOR PERSONAL ILLNESS OR DISABILITY

A. Sick Leave Defined

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

B. Sick Leave Allowable

- (1)
  - (a) In accordance with N.J.S.A. 18A:30-2, employees will be permitted ten (10) days of paid sick leave in any school year. Employees who work less than five (5) days each week shall receive paid sick leave days on a prorated basis.
  - (b) Bargaining unit members employed after the beginning of the school year shall at the time of employment be credited with sick leave in an amount proportionate with the number of months and portion of a month remaining in the school year.
- (2) Employees shall receive one sick day per month employed, each year.
- (3) The Superintendent of Schools will require for all leaves of absence for personal illness or disability a member to call out, email, or online to the substitute service for each day of absence or duration on absence(s).
- (4) As provided in N.J.S.A. 18A:30-4, the Board of Education retains the authority for the Board and/or the Superintendent to require a physician's certificate for any length of absence due to illness or disability. However, during this contract term the district will not require a doctor's certificate of four (4) days or less, except when the employee has been advised in advance that such a requirement will be imposed in connection with future absences. Physician's certificates will be required in the event that employee absences exceed 20% of any individual school.
- (5) Absences of five (5) days or more for personal illness or disability must be certified by a licensed physician. This statement from the physician shall be sent to the School Business Administrator with the first payroll report on or after the fifth day of continual illness. The Superintendent of Schools may require the employee to submit additional certification from the attending physician or may require an examination or examinations by the school physician. The Board shall reimburse the employee for any additional costs incurred by the employee when or if he or she uses the Board's physician. If said request for additional



certification or examination requires an employee to take another day's leave, said day will not be charged to the employee.

(6) 18A:30-6 - Prolonged Absence Beyond Sick Leave Period

When absence, under the circumstances described in section 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as  $1/186$  of the annual salary.

(7) By September 30 of each year, each individual staff member will be given a written account of all his/her accumulated sick leave as of June 30 of the previous school year.

C. Worker's Compensation Rights

The Board shall adhere to the statement of worker's compensation rights of employees as set forth in N.J.S.A. 18A:30-2.1. This paragraph is inserted for informational purposes only. This paragraph is not to be deemed a term or condition of employment of this Agreement and is not subject to grievance or arbitration.



## ARTICLE 7

### TEMPORARY LEAVES OF ABSENCE

#### A. Definition

- (1) This Article shall cover brief absences not chargeable to sick leave or for reasons directly beneficial to the school system. The provisions stated below for leave up to a maximum of ten (10) days at full pay shall be for one year, and no unused days shall be cumulative for use in another year.
- (2) Temporary leaves of absence will be granted on the basis of the schedule set forth in B., C., D. and E. below when applied for through a signed statement by the employee setting forth the pertinent facts related to the reason for which the leave is requested and the number of days used. When this statement has been certified by the school principal, a copy will be forwarded, within 72 hours, to the Superintendent for final approval.

#### B. Bereavement Leave:

- (1) Up to five (5) days leave shall be granted where death occurs in the immediate family of the employee herein defined to be his or her father, mother, spouse, child, brother, sister, or any person making his or her home with such employee to such a degree as to cause such person to be regarded as a member of the immediate family.
- (2) Up to three (3) days leave shall be granted where death occurs to the employee's mother-in-law, father-in-law, or grandparents, provided such decedent is not a member of the immediate family as defined in Bereavement Leave B(1) above.
- (3) Up to one (1) day leave shall be granted where death occurs to any other relative or close friend of the employee.

#### C. Other Specified Emergencies of a Personal Nature

- (1) Temporary leave of absence within the ten (10) days' maximum allowed annually may be granted by the Superintendent for any reasons below, provided that the employee makes application at least one week previous to the date of absence.
  - (a) Court attendance compelled by subpoena involving any legal proceeding with the employee's employment with the school system with the exception of instances where the subpoenaed person would act for the Association against the Board - up to three (3) days.
  - (b) Marriage of employee - up to two (2) days.



D. Other Unspecified Emergencies of a Personal Nature Which Cannot be Handled Outside of School Hours

- (1) Each employee may take up to six (6) personal leave days per contract year without having to state the reason for the personal day(s) within the ten (10) days maximum leave allowed under C. above. The employee is expected to apply for the day(s) five workdays prior to the absences(s).
  - (a) Any employee who has two (2) personal leave days remaining at the end of the school year will have a maximum of one sick leave day added to his/her accumulated sick leave days.
- (2) Where an employee can substantiate a sudden emergency, that employee may, under this provision, notify the Superintendent of his/her leave within twenty-four hours previous or subsequent to the date upon which that leave was taken.
- (3) Leave under Section E. will not be granted for any day or days:
  - (a) immediately preceding or following a holiday;
  - (b) which occur during the first or last five (5) working days of the school year;
  - (c) which is designated as an in-service education day;
  - (d) when five (5) or more teachers have taken a personal day on the date(s) request (applicable to teachers only);
  - (e) when four (4) or more secretaries have taken a personal day on the date(s) request (applicable to secretaries only);
  - (f) when two (2) or more custodian(s) have taken a personal day on the date(s) request (applicable to custodians only);
  - (g) when two (2) or more aide(s)/paraprofessional(s) have taken a personal day on the date(s) requested (applicable to aides only).
- (4) Notwithstanding the aforesaid limitations, the Superintendent may nonetheless grant such a temporary leave of absence for a personal day or days if, in the exercise of the Superintendent's sole discretion, the Superintendent determines the nature of the emergency justifies the grant.

E. Other Temporary Leaves - Superintendent's Discretion

The Superintendent may grant other temporary leaves of absence if, in the exercise of the Superintendent's sole discretion, the Superintendent determines the leave is justified.



F. Other Temporary Leaves

Other temporary leaves of absence for which an employee desires consideration may be referred to the Board of Education by submission of a statement providing all of the particulars of the case to the Superintendent.

G. Military Reserve Obligation

In accordance with RS 38:23-1, an employee who is a member of the organized reserve of the U.S. Army, U.S. Naval Reserve, U.S. Air Force Reserve, or U.S. Marine Corps Reserve, or other organization affiliated therewith, shall be entitled to leave of absence from the employee's respective duty without loss of pay or time on all days on which the employee shall be engaged in field training.

ARTICLE 8

EXTENDED LEAVES OF ABSENCE TO ALL PERSONNEL

A. Military Leave

(1) In accordance with State Department of Education regulations, in time of war or emergency, military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

(2) Upon return from leave granted pursuant to A(1) above, each twelve (12) months or major fraction thereof of honorably discharged military service in the Armed Forces of the United States shall be calculated as a year of teaching experience on the salary schedule, with a total of four years' military service as the maximum, to be granted.

(3) Under A(1) above, all benefits to which an employee was entitled at the time that employee's extended leave of absence commenced including unused accumulated sick leave, shall be restored to the employee upon the employee's return, and said employee shall be assigned within the scope of the employee's certification (if applicable), and as close to the employee's previous position as possible.

B. Disability Leave

(1) Anticipated Disability Leave

(a) Any employee who anticipates the need to request a disability leave of absence shall notify the Superintendent as soon as the condition which may result in disability is known. Any pregnant employee shall notify the Superintendent of Schools, through her principal, of her pregnancy not later than the fifth month of such pregnancy.

(b) The Board shall have the right at any time prior to the time of the expected commencement date of disability to require a certificate of fitness from the employee's physician or may require such employee to be examined by its own physician. Similarly, the Board may require a certificate of fitness from the employee's physician or may require such employee to be examined by its own physician prior to any return to employment.

(c) In all cases where there is a dispute or difference of opinion between the employee's physician and the Board physician, the two doctors will select a third, and the parties will be governed by the opinion of the third physician. Should the doctors not agree on such third doctor, he will be selected by the County Superintendent of Schools.



- (d) In no event shall the Board be obligated to permit an employee anticipating a state of disability to continue in the performance of his or her duties where the health of said employee has substantially declined from that period prior to the time when notification was given of the state of anticipated disability. The employee requesting a leave under the provisions of B(1)(a) above shall specify in writing the date on which he or she anticipates commencement of said leave and the date on which he or she anticipates to return to employment.
- (e) The Board will require an employee requesting leave under B(1)(a) above to produce a statement from his or her physician stating that the employee is or will be disabled pursuant to B(1)(a) above including anticipated commencement and termination dates for said disability. In the event of a disagreement by the medical examiner of the Board of Education, the provisions of B(1)(c) above shall be followed.
- (f) If the provisions of the foregoing sections have been met, the Board shall grant an unpaid leave of absence to an employee up to the balance of the year which concludes on June 30, or for a shorter period as determined by a medical examiner.
- (g) The employee may seek an additional unpaid leave of absence of one full school year or less by making application to the Superintendent no later than April 1. The application shall include the employee's statement as to the period of additional unpaid leave required, not to exceed one additional school year. It must be accompanied by a physician's statement pursuant to B(1)(e).
- (h) During the period of actual disability, an employee granted an unpaid leave of absence may use accumulated sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et seq.
- (i) Any pregnant employee will be deemed eligible for sick leave to the extent allowable or to utilize accumulated sick leave commencing with the 9th month of pregnancy or twenty (20) working days prior to the expected date of birth (whichever date last occurs) and shall continue until twenty (20) working days or one month after the birth of a child (whichever date first occurs).
- (j) If an employee files a certificate from her physician that she is disabled beyond the times stated in B(1)(h) above as consequence of an abnormal pregnancy or birth, she shall be paid sick leave for the period of time she is so disabled. The Board shall have the right to have such employee examined by its own physician to confirm the existence of such disability. Disputes shall be resolved under the provisions of B(1)(c) above.



- (k) The provisions of B(1)(a) et seq. shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any nontenured teacher beyond the end of the contract school year in which the leave is obtained.
- (l) Employees who desire to return to work earlier than the anticipated return date provided under this Article shall provide the Board with at least four (4) weeks notice.
- (m) Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated.
- (n) Whenever a person is hired to fill in for an employee on disability or maternity leave, said person will be informed that the position is for a disability or maternity leave, and said information will be clearly stated in the individual's personal contract.

C. Teachers who retire for service or disability under the rules of T.P.A.F. and who have completed a minimum of ten years of service in Bound Brook, will be paid for all accumulated sick leave days, after the first fifty (50), which shall be deductible, at the rate of \$95.26 per day. Other employees who retire for service or disability under the rules of T.P.A.F. or P.E.R.S., and who have completed a minimum of ten years of service in Bound Brook, will be paid for all accumulated sick leave days, after the first fifty (50), which shall be deductible, at the rate of \$76.21 per day. Employees must provide notice by December 15<sup>th</sup> of their intent to retire. If this requirement is missed, payments may be postponed to the following year. Upon retirement, the employee may choose to receive their sick leave payment distributed for up to two years from retirement date.



## ARTICLE 9

### CHILD-CARE LEAVE

A. Definition and Scope

When an employee desires unpaid leave in connection with child care and such leave is not paid sick leave as heretofore defined in this Agreement, such unpaid leave will be governed by the provisions in this Article.

B. Applications for child-care leave shall be made by the employee to the Superintendent at least three (3) months prior to the anticipated leave.

C. Applications shall be provided to the Board and shall indicate the commencement and termination dates of said leave within the limits of D. and E. below.

D. Child-care leave shall be granted to tenured employees for the balance of the school year (concluding June 30) in which the child is born and for one additional school year. The tenured employee shall state whether he or she desires a leave solely for the balance of the school year in which the child is born or for an additional school year.

E. An employee who is on child-care leave under the provisions of D. above may apply for an additional full school year of such leave. Letter for child-care leave must be provided to the Board and shall be received by the Superintendent no later than April 1st prior to the termination of the leave granted under D. above.

F. Any employee adopting a child shall be granted a child-care leave in conformity with the provisions of B., C., and D. above which shall commence upon the date such employee obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable. An extension of child-care leave may be made under the provisions of E. above.

G. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated, under the provisions of Article 8, B(1)(b).

H. Upon return from a child-care leave all benefits to which the employee was entitled at the time of the commencement of the leave, including unused accumulated sick leave, shall be restored.



## ARTICLE 10

### HEALTH INSURANCE

- A. The Board agrees to provide during the term of this Agreement and to make available to each eligible employee, the employee's spouse and unmarried dependent children, the program of hospital, medical, and surgical insurance as provided by the Public and School Employee's Health Benefit Act of the State of New Jersey, Policy No. 92,000 or its substantive equivalent.
- B. The Board agrees to pay the full premium for eligible employees working half time or more for full individual health insurance coverage as described above. The Board agrees to pay the cost of the premium for eligible employees' dependents (spouse and unmarried dependent children) for the duration of this Agreement.
- C. The Board will continue to pay the premiums for a family dental plan to maintain the same level of coverage as was in effect on June 30, 2002.
- D. In making group health insurance available to employees, the Board reserves full authority to designate or change insurance carriers or policies during the term of this Agreement so long as substantively equivalent coverage is maintained.
- E. Effective 7/1/2012, co-pays for doctor visits and prescriptions will increase from \$5 to \$10.
- F. Effective 7/1/2012, a separate prescription card will be provided.
- G. Effective 7/1/2012, the Bound Brook Board of Education will offer additional plans for employees to choose from, as long as the existing plan with a \$10 co-pay is maintained as the base plan.
- H. The parties agree to the terms as outlined in P.L. 2011, Chapter 78 that includes:
  - (a) Employee contributions toward premiums.
  - (b) Section 125 for the Health Flexible Spending Account and the Board shall pay the monthly fees associated with said account.
  - (c) The Board shall offer the Section 125 Dependent Care Flexible Spending Account.
- I. Effective July 1, 2015, an employee who waives health insurance coverage will receive payment equal to 10% of the Board's net savings on the premiums. This payment will be made in two installments: 50% in December and 50% in June.



ARTICLE 11

POSTING

The Board will post in all school buildings a list of all unit vacancies and promotional and work opportunities. These postings will include vacancies and opportunities for all employees. All postings shall be for a minimum of fourteen (14) calendar days. Acting appointments may be made pending final appointment.

Whenever the Board creates a new position for which a stipend must be negotiated, the stipend must be agreed upon before the position can be posted, advertised or appointed and before any work can begin. All such postings must include the negotiated salary or salary range.



**SECTION II**

**ARTICLE 12**

**TEACHING HOURS AND TEACHING LOAD**

A. Workday

- (1) Length of the regular workday for elementary school teachers (pre-K through 5) will be 7 hours and 15 minutes, including a 45-minute (or whatever number of minutes constitutes the then current length of a elementary student lunch period) duty-free lunch period. The length of the regular workday for middle school teachers (6 through 8) and high school teachers (9 through 12) will be 7 hours and 25 minutes, including the lunch period. On Fridays, and days immediately preceding non-instructional days, the teachers' workday will normally cease at the end of the students' day.
- (2) Building based teachers shall not be required to remain in the building after the regular school workday as herein after defined for attendance at more than two professional or staff meetings per month. One such meeting can be used to discuss and review (but not write or author) programmatic and curricular content, materials, and documentation. Said meetings shall last no more than one hour after dismissal time.
- (3) Notwithstanding the limitations above mentioned, teachers shall be required to remain after the regular workday or to return to the building where such assignments involve traditionally assigned duties in the district such as club sponsorship, or supervision of dances.
- (4) Teachers will be required to attend one "Back-to-School" night. Back-to-School night is expected to be scheduled in September or early October and is defined as being the evening at which staff is introduced to the parents and is available to answer general questions the parents may have about their particular class(es). Teachers will also be available for two evening conferences, one to be scheduled during the fall conference period, the other to be scheduled in the spring. The attendance for the two evening conferences will not exceed two hours per evening and will end by 9:30 p.m. The building principal and his/her participating staff will agree upon the beginning and ending times of the two evening meetings. No teacher will be expected to work in a building without an administrator in attendance. On all three days when staff is expected to return for the evening duty, teachers will be dismissed two (2) hours earlier than their normal dismissal time based upon the respective length of the regular workday as defined in Section II, Article 12, A.(1) above. Teachers who teach zero period will be dismissed two (2) hours earlier than their normal dismissal. Teachers may volunteer to attend additional evening functions and both the Board and the



Association strongly encourage teacher attendance at P.T.O. functions and meetings.

- (5) In addition to the above, teachers will be required to give the necessary time as individuals or members of committees to take part in the periodic evaluation by the State Department and the Middle States Association of Secondary Schools and Colleges.
- (6) No staff/department meetings shall be scheduled for after school on days immediately preceding non-instructional days.
- (7) An individual employee may choose to work a flexible workday schedule in which an employee's contract time may begin before or extend beyond the normal school day hours for a particular school building. The total daily contract time will equal the length of the school workday as set forth in Article 12.A.1. The employee's school day will be continuous. Employees must be at school no later than ten (10) minutes before the student day begins for that building. An employee must still attend the two (2) required staff/department meetings each month. Employees will not end their workday before the students' day ends. Employees must have prior administrative approval. No employee shall be denied for arbitrary or capricious reasons.

B. Work Load

- (1) High School teachers (grades 9 through 12)
  - (a) Teachers shall be assigned either five (5) classes and no duties or four (4) classes and one (1) duty per day.
  - (b) Starting in the 2015-16 school year, teachers shall be guaranteed one fifty (50) minute duty-free prep period and one thirty (30) minute duty-free prep period, per day, during the students' instructional time.
  - (c) Teachers shall be guaranteed a duty-free lunch period equal to the student period or twenty-five minutes, whichever is greater.
  - (d) The Board recognizes that in grades 9 through 12, the number of preparations taught affects the teacher's workload, therefore, district school administrators shall assign at most four (4) different preparations to an individual teacher during each marking period. Any teacher who has more than four (4) preparations will be paid \$2000 per annu, (pro rated for assignments of less than one academic year) for each preparation over four (4), unless the additional preparation leads to the teaching of a sixth class, in such case, contract language, Article 13.C.7, for that 6<sup>th</sup> class prevails. Any self-contained special education teacher who has more than four (4)



preparations will be paid \$2000 for a 5<sup>th</sup> preparation but no additional monies will be paid a 6<sup>th</sup> preparation.”

- (e) A "preparation" shall be deemed to mean such preparation as may be required for different courses within the same subject field (i.e., Algebra I and Algebra II) or where different textbooks are used with the same subject field for different classes, or where there is a substantial difference in approach to the same subject required because of substantial differences among individual group abilities within the field. A "preparation" shall not arise simply or only because different lesson plans may be necessary. If there is a question as to whether there are more preparations than allowed in Article 12.B.1.d above, the affected teacher will have a meeting with the supervisor or administrator to discuss the situation. The member will be allowed to have representation (member choice), from an experienced teacher(s), at said meeting to assist with any issues.
  - (f) Best efforts will be made to assign no more than (3) three straight assignments, but no teacher will be assigned more than four (4) straight assignments.
  - (g) Additional class coverages will not be assigned if it will result in more than four straight assignments.
- (2) Middle School (grades 6 through 8)
- (a) Starting in the 2015-16 school year, teachers shall be guaranteed a minimum of one forty (40) minute duty-free prep period per day and one twenty (20) minute duty-free prep period, per day, during the students' instructional day.
  - (b) Teachers shall be guaranteed a duty-free lunch period equal to the student lunch period or twenty-five minutes whichever is greater.
  - (c) Best efforts will be made to assign no more than one hundred and eighty (180) straight minutes without a prep or lunch. However, no teacher will be assigned more than two hundred and ten (210) straight minutes without a prep or lunch.
- (3) Elementary School (grades K through 5)
- (a) Teachers shall be guaranteed a duty-free lunch period equal to the student lunch period.
  - (b) Best efforts will be made to assign no more than one hundred and eighty



(180) straight minutes without a prep or lunch. However, no teachers will be assigned more than two hundred and ten (210) straight minutes without a prep or lunch.

C. Notification of Assignment

- (1) Teachers shall receive a written notice of their tentative class and subject assignment for the following year by June 1st, whenever feasible, subject to administrative change in the event of material change in circumstances or emergencies.
- (2) Any administrative changes in grade, subject or building assignment of teachers will be preceded by a conference to be held not later than June 1st between the individual teacher(s) affected and the building principal, except that such conferences may be held later than June 1st if occasioned by emergency or substantial change in circumstances.

D. Preparation Periods

The Board and the Association agree that a teacher shall have preparation periods during the school day which can be used for the mutual benefit of the teacher and the student.

- (1) High School (9-12)
  - (a) Starting in the 2015-16 school year, teachers shall be guaranteed one duty-free prep period of fifty (50) minutes in length and one duty-free prep period of thirty (30) minutes, per day, during the students' instructional day. Both parties recognize and encourage that part of this time shall be utilized for teacher-student conferences. And during one of these periods, qualified teachers may be called upon for supervision of assembly periods and for emergency duty which shall include those times when students require supervision because of an authorized or permitted absence of their teacher and there are no qualified teachers who are available for such coverage on a voluntary basis. Such qualified teachers shall be selected on an equitable basis to assure an equitable distribution of such assignments.
  - (b) Under the provisions of D.(1)(a) above, where a teacher, under the direction of the principal or designee, loses a duty-free preparation period in order to cover a class period, or attend a code required special education meeting, the teacher shall be reimbursed for each such period from the first such period in each school year by \$50.80 per coverage.
  - (c) Teachers in grades 9-12 who have to work with an aide, e.g. and aide for bilingual or ESL instruction, and who have to prepare material, plans, etc, for said aide shall have no more than four (4) class periods per day.



(2) Middle School (6-8)

- (a) Starting in the 2015-26 school year, teachers shall be guaranteed one forty (40) minute duty-free prep period and one twenty (20) minute duty-free prep period, per day, during the students' instructional time. Both parties recognize and encourage that part of this time shall be utilized for teacher-student conferences. And during one of these periods, qualified teachers may be called upon for supervision of assembly periods and for emergency duty which shall include those times when students require supervision because of an authorized or permitted absence of their teacher and there are no qualified teachers who are available for such coverage on a voluntary basis. Such qualified teachers shall be selected on an equitable basis to assure an equitable distribution of such assignments.
- (b) Under the provisions of D.(2)(a) above, where a teacher, under the direction of the principal or designee, loses a duty-free preparation period in order to cover a class period, or attend a code required special education meeting, the teacher shall be reimbursed for each such period from the first such period in each school year by \$50.80 per coverage.
- (c) Teachers in grades 6-8 who have to work with an aide, e.g. and aide for bilingual or ESL instruction, and who have to prepare material, plans, etc, for said aide shall have no more than two and one half blocks per day.

(3) Elementary Schools (PreK - 5)

- (a) The Board will provide a minimum of two hundred and ten (210) minutes of preparation time per week for all full time employees and make an effort to provide two hundred and forty (240) minutes or more of preparation time per week in the elementary grades. Each teacher is guaranteed at least one full elementary-length preparation period, but no less than thirty (30) continuous minutes, per day. Additional minutes above two hundred and ten (210), if provided, cannot be claimed for a missed prep time as provided in other contract language. Additionally, any non-assigned time above two hundred and forty (240) minutes can be used for assigned duties without compensation. This program will be implemented by relieving teachers of classroom responsibilities during some of the specialist-taught classes of art, music, physical education, and like subjects. Principals shall be encouraged to work toward this goal when scheduling specialists to assure uniform preparation time among teachers. The Board and Association agree that teachers may be used during these periods in case of emergency. The district will solicit (voluntary) input from staff members in creating the elementary schedule. This process is advisory in nature and the administration had final say in the actual schedules.



- (1) When an elementary classroom teacher is assigned to teach his/her own or another teacher's class during a scheduled art, music, or physical education period, and like subjects or attend a code required special education meeting, he/she will be compensated for each such coverage from the first such period in any school year at the rate of \$50.80 per coverage.
- (b) The Board shall provide one hundred and fifteen (115) minutes of preparation time per week for each regular full time pre-kindergarten teacher. This program will be implemented by relieving teachers of classroom responsibilities during some of the specialist-taught classes of art, music, physical education, and like subjects. Principals shall be encouraged to work toward this goal when scheduling specialists to assure uniform preparation time among teachers. The Board and Association agree that teachers may be used during these periods in case of emergency. Additionally, there is approximately seventy (70) minutes per day between the morning and afternoon pre-kindergarten sessions. Each regular full time pre-kindergarten teacher shall have that period of time each day not utilized as a duty-free lunch period as preparation time. However, this preparation time shall be utilized in part for the dismissal of departing morning students and the receiving of arriving afternoon students. Any full-time, full-day pre-kindergarten teacher will have the same preparation language as the elementary teachers in Article 12.D.3.a above. This section excludes any two-session pre-kindergarten teacher whose preparation time is covered above.
  - (1) When a kindergarten and pre-kindergarten teacher is assigned to teach his/her own or another teacher's class during a scheduled art, music, or physical education period, and like subjects or attend a code required special education meeting, he/she will be compensated for each such coverage from the first such period in any school year at the rate of \$50.80 per coverage.
- (4) The Board shall provide specials teachers (vocal music, instrumental music, art and physical education, and like subjects) five (5) minutes of set-up and/or breakdown time for every class during the school day. This time is not counted towards prep, lunch, travel, or any other time other than set-up or breakdown.
- (5) Starting in the 2015-16 school year, certificated staff/pupil contact time at all elementary levels shall begin 10 minutes after the official reporting time of the certificated staff. No certificated staff shall be required to report prior to 8:00 A.M. The 10 minute time period in the morning shall be guaranteed prep time and is in addition to the 210 (K-5) and the 115 (pre-k) guaranteed prep time stipulated in D.(3)(a) and D.(3)(b) above. The additional thirty-five (35) minute time period at the end of the school day shall not be used for additional



assignments or duties. Staff may, however, choose to use this time for extra student help. It is also understood that when a regular classroom teacher relinquishes his/her class to a certificated special, his/her attendance is no longer required for supervision, and this time shall be used for preparation. Whenever the elementary staff is required to remain for meetings following student dismissal, said meetings are expected to start within approximately ten minutes of the student dismissal and will not exceed 60 minutes.

- (6) On the last three days of the school year during which student contact is required, elementary teachers, grades pre-k through five, will have student contact for half of the day. The remainder of each day will be used to perform end-of-the-year tasks such as classroom clean-up and will include a one and one-half hour lunch period, which may be spent off school grounds.
- (7) Teachers shall be guaranteed a forty-five (45) minute duty-free lunch period or whatever number of minutes constitutes the then current length of a full elementary student lunch period.
- (8) When a teacher is assigned to duties in more than one school building on the same day, fifteen minutes of travel time, exclusive of preparation time, will be provided for each move.
- (9) The President of the BBEA will have no more than four (4) assignments of any kind per day if he/she is employed in the High School. If the President is employed in the Middle School, he/she shall have no more than two and one-half (2 ½) blocks of assignments. If the President is an elementary school employee, he/she shall have an additional forty (40) continuous minutes of release time from teaching duties each and every day. If any such release time is missed then the President shall be compensated \$54.96 per missed prep.

E. Leaving Building

No permission shall be required for teachers to leave the building during lunch hour but teachers shall "sign out" before they leave and "sign-in" upon return. This permission may be revoked where an emergency situation requires that a teacher remain.



ARTICLE 13

TEACHERS' SALARIES

A.

- (1) The Teacher's Salary Guide has been prepared in order to enable the Board of Education to secure and retain the services of teachers who are competent and well-prepared and to encourage teachers in service to continue to work for professional improvement. School nurse(s), social worker(s), and athletic trainer(s) are on the teacher salary guide
- (2) A teacher entering the employ of the school district shall begin at such step of the salary column that applies to that teacher as the Board, upon the recommendation of the Superintendent of Schools, shall approve in accordance with the contract provisions. It is understood that prior teaching experience, related additional experience, or military service credit shall be negotiated individually with new employees. However, once established, the credit agreed upon shall serve as the base from which future progress on the salary schedule will occur. Further, such progress shall occur annually unless an increment is withheld for just cause. Teachers being considered for employment shall be apprised in writing of the provisions of this paragraph at the time prior service credit is agreed upon, and shall indicate in writing their agreement to the prior service credit and their understanding of the terms of this paragraph.
- (3) Each twelve (12) months or major fraction thereof of honorably discharged military service in the Armed Forces of the United States shall be calculated as a year of teaching experience, with four (4) years' military service as a maximum that may be granted subject to the provisions of 13.A.(2) above.
- (4) Leave Replacement Teachers will be placed on Step 1, column 1 (BA) of the BBEA teachers guide regardless of prior service or educational background. Leave Replacement Teachers will receive single HMO or Direct Access health benefits, leave days, and receive no tuition reimbursement. In addition, Leave Replacement Teachers may be eligible for TPAF after the 13<sup>th</sup> month of service.

B. Evaluation of College Preparation

- (1) College preparation shall be evaluated according to the following:
  - (a) Four Years - Bachelor's Degree from an accredited college and a N.J. Teaching Certificate.
  - (b) Five Years - Thirty (30) semester hours beyond the Bachelor's Degree in an approved program in an accredited college or university and a N.J. Teaching Certificate.



- (c) Master's Degree - Master's Degree from an accredited college and a N.J. Teaching Certificate.
  - (d) Six Years - Thirty (30) semester hours beyond the Master's Degree in an approved graduate program in an accredited college or university and a N.J. Teaching Certificate.
  - (e) Seven Years - Doctor's Degree (Ph.D. or Ed.D.) in an approved college or university and a N.J. Teaching Certificate.
- (2) Not more than nine (9) semester points, or (3) courses, whichever is greater, approved by the Superintendent of Schools and earned in an accredited teachers' college or colleges and university or in courses conducted by the New Jersey Department of Education may be applied toward advancement on the salary guide in any one school year; and not more than fifteen (15) or five (5) courses, whichever is greater per fiscal year, semester points may be applied during any one fiscal year. These restrictions as to the number of points do not apply to those on leaves of absence.
  - (3) All personnel who expect to reach new academic training levels in a certain school year must so inform the Superintendent of Schools by November 1st of the preceding school year.
  - (4) A teacher who has successfully completed the educational requirements for a new academic level shall submit a letter to the Superintendent requesting Board approval for a new salary classification. Teachers shall be eligible to receive the new salary classification on the step appropriate to their training and experience retroactive to September 1, if the notification is submitted by October 15 and retroactive to February 1, if notification is submitted by March 15 of the school year in which the above request is received and official notification that the new degree has been granted has been received by the Board of Education from the college or university granting the degree.

C. Miscellaneous

- (1) All increments and adjustments to this guide shall at all times be subject to approval by the Board of Education after it has considered the recommendations of the Superintendent of Schools and the administrative staff.
- (2) After three (3) years of service in Bound Brook Public Schools, teachers who do not hold appropriate certificates shall not be eligible for an increase in salary unless specifically approved by the Board of Education.
- (3) Department Head Teachers may, with prior approval of the principal, work two (2) days prior to the opening of school to carry out necessary duties. An



additional day for Head Teachers and one day for Nurses shall be permitted if the district determines that such day(s) is (are) necessary. Payment for all days shall be \$203.23.

- (4) The Teacher Salary Schedule (Appendix A), Extracurricular Compensation (Appendix B) and the Department Head Teachers' Compensation (Appendix E) are hereby made a part of this Contract.
- (5) Curriculum fees will be 2/200 for revisions and 4/200 for new with a due date of June 1 and with a minimum of three months allotted for the work. If less than three months are allotted, the fees will be 3/200 for revisions and 5/200 for new. Curriculum requests of less than three months may be completed, at the option of the writer, as late as August 15. Curriculum requests will not be made with fewer than two months allotted, except in emergencies.
- (6) Whenever staff is asked to volunteer, and only volunteers may do this, to regularly teach (teach means teach an extra class for more than one school day in a row versus cover which means cover one period for one day for a daily absence for which there is no substitute) a class(es) beyond the regularly scheduled class load which is six (6) in 2014-2017, said staff member shall be paid an extra stipend/period/day at the rate of  $184 \times 6$  periods divided into their step on the MA+30 column.
- (7) Teachers conducting Board approved after school instruction shall be compensated at \$57.16 for each one-hour session.
- (8) Summer instruction (school/enrichment programs, etc...) will be paid at the rate of 39.52/hour.
- (9) Each ten (10) month employee may individually elect to utilize the Summer Savings Plan. Any employee electing to participate in the Summer Savings Plan (12 months) must notify the Board, in writing, of his/her intent by July 1st or sixty (60) days prior to the start of the school year. If the employee does not notify the board of his/her intent, the employee will be paid on a ten (10) month scale. The Summer Savings Plan shall be administered by the County Educational Federal Credit Union or any other appropriate entity as determined by the Board.



## ARTICLE 14

### EXTENDED LEAVE OF ABSENCE *(Excepting Disability and Child-Care Leaves)*

A.

- (1) A leave of absence without pay for up to two (2) years may be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange or overseas teacher, is a full-time participant in either of such programs, or accepts a Fulbright Scholarship for teaching.
- (2) Applications must be submitted not later than February 1st preceding the commencement of the leave of absence on September 1st. The employee on an extended leave of absence who intends to return to duty must indicate this fact to the Superintendent of Schools by April 1st that precedes the September 1st termination date of the employee's leave. Failure to do this shall be taken as an indication that the employee is not returning to that job and that the position is a regular vacancy.
- (3) Upon return from leave granted pursuant to A.(1) above an employee shall receive full credit on the salary schedule for any comparable teaching experience acquired during the leave.
- (4) Under A.(1) above all benefits to which a teacher was entitled at the time of that teacher's extended leave of absence commenced, including unused accumulated sick leave, shall be restored to the teacher upon the teacher's return, and said teacher shall be assigned within the scope of the teacher's certification and as close to the teacher's previous position as possible.

B. Sabbatical Leave

- (1) A sabbatical leave of absence may be granted for the following reasons:
  - (a) further education toward a degree beyond the Bachelor's Degree with particular consideration given in those cases of university residence requirements of one (1) year; or
  - (b) unusual circumstances (e.g., government grant, writing a textbook, educational travel, research or study) indicated to be beneficial to the school district.
- (2) Number of Sabbatical Leaves

If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of one (1%) percent of teachers at any one time by the Board of Education upon recommendation of the Superintendent of Schools.



(3) Application for Sabbatical Leave

Written request for sabbatical leave must be received by the Superintendent by November 15th and a final application therefore on forms designated by the Board of Education must be received by the Superintendent not later than December 15th. Action must be taken on all such applications not later than the third week in March of the school year preceding the school year for which the leave is requested.

(4) Length of Service Required

The teacher must have completed at least seven (7) full years of service in the Bound Brook district.

(5) Payment While on Leave and Return

A teacher on sabbatical leave for a full school year shall be paid by the Board at fifty (50%) percent of the salary rate which the teacher would have received if the teacher had remained on active duty or half a year at fifty percent (50%) of a half a year's salary for a semester sabbatical. Upon return from sabbatical leave a teacher shall be placed on the salary schedule at the level which the teacher would have achieved had said teacher remained actively employed in the system during the period of his or her absence.

(6) Placement Upon Return

If a teacher is granted a sabbatical leave under this Article, all benefits to which a teacher was entitled at the time the extended leave of absence commenced including unused accumulated sick leave shall be restored to the teacher upon return and the teacher shall be assigned within the scope of the teacher's certification and as close to the teacher's previous position as possible.

(7) Obligation of Teacher to Work and Remission of Funds Paid if Teacher Does Not Work

Any teacher granted a sabbatical leave of absence must agree in writing to continue in the system for at least two (2) years following sabbatical leave. If the teacher does not work in the district for the promised two (2) year period, the teacher will remit to the Board the total amount expended by it at the rate of fifty (50%) percent per year except in the case of death or total disability of the employee, and the teacher will evidence this obligation by signing an agreement and/or promissory note to this effect before such leave is granted.



(8) Report

A report or summary of the sabbatical leave must be submitted to the Superintendent of Schools and the Board of Education upon the completion of such leave. Periodic progress reports of the sabbatical leave, as requested by the Board of Education and the administration shall be furnished by the individuals during the leave period.



## ARTICLE 15

### EDUCATIONAL COUNCIL

- A. The Educational Council heretofore established shall be continued. It shall consist of two (2) Board members and three (3) administrators selected by the Board and five (5) teachers to be elected by the Association.
- B. Council shall meet at least four (4) times a year and advise the Board of Education on matters such as teaching hours and teaching load, class size, length of school year, staff specialists, teacher assignment, teacher transfers, teacher evaluation, teaching facilities, professional development and improvement, teacher responsibilities, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extracurricular programs, in-service programs, philosophy and education goals of the district, research and experimentation, legal protection of teachers, and other matters regarding the effective operation of the Bound Brook School district.
- C. The Educational Council shall establish rules of procedure and shall provide for a chairperson who shall serve for one year and be responsible for the arrangement and conduct of meetings. The council shall meet by prepared agenda.
- D. The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in B. above.
- E. The primary function of the Educational Council is to recommend for Board of Education consideration the establishment of policies and practices pertinent to the items suggested in B. above. The Council, in preparing its recommendations for Board of Education consideration, shall at all times avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.
- F. All reports and recommendations outlined in E. above shall be submitted in writing to the Superintendent of Schools with multiple copies for presentation to the Board of Education.
- G. Meetings shall generally be held during evening hours, usually beginning at 7:30 p.m.
- H. It is understood that the administration and the Board of Education will from time to time form other advisory groups of parents, teachers, citizens, and students to influence policy decisions and administrative practices for the school district.



## ARTICLE 16

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. In order to encourage members of the teaching staff to take courses which will improve their teaching effectiveness and their value to the school system, the Board of Education will pay the tuition charges at State College rates for college courses within the following guidelines, and subject to the following conditions:

- (1) Teachers pursuing a program leading to a graduate degree must receive advance administrative approval from the Superintendent for the entire list of courses. The majority of the courses in the graduate program must be in the teacher's subject or teaching field or in a closely related area of education.
- (2) Undergraduate, graduate or non-credit courses which are not part of an advanced degree program must be approved in advance by the Superintendent. To be eligible for reimbursement, the courses must be related to the teacher's present or probable assignment in the Bound Brook Public Schools.
- (3) Courses which are required by the State Department of Education for certification of the teacher will not be eligible for reimbursement.
- (4) Teachers who provides professional development workshops within the district shall be compensated at the rate of \$395.22, plus expenses, per workshop session. A session shall be a maximum of 3 hours and must receive prior approval by the Superintendent.

B. Reimbursement

- (1) The Board will reimburse to the teacher the full cost of such tuition at State College rates. If the course is not available at a State College or at State College rates, then the Board will reimburse at the State College rate plus fifty (50%) percent of any tuition charged in excess of such rate. The Board will also pay up to \$84.69 for the cost of textbooks for each course, and will pay all matriculation, registration and laboratory fees, provided, however, that the teacher shall remain in the employ of the Board for a period of one (1) calendar year after completion of the course. The Board will not pay for reference books, transportation charges or parking fees.

Teachers who matriculate at any college or university that charges in excess of the State College rate and who wish to be reimbursed for 100% of their tuition (extras will continue as stipulated in 16.B.(1) above) rather than the amounts stipulated in B.(1) above must sign documentation stipulating that they will continue employment in the District for two rather than one year from the date of completion of the last course or otherwise refund the district the difference between what they would have received under 16.B.(1) above and the full amount



of the reimbursement received. If the employee is released from the District on the District's initiative before the two years, the District will not be reimbursed by the employee.

- (2) The aforesaid reimbursement will be made in the following manner: reimbursement for approved courses taken during September through January will be paid to the employee in April; reimbursement for approved courses taken during February through August will be paid in October only if the teacher is still a member of the Bound Brook staff on September 30th.
- (3) At the time such reimbursement is to be made by the Board, but prior to any payment, the teacher will sign an agreement and/or promissory note to continue employment in the district for one calendar year from the date of the completion of the course, or otherwise refund to the district the full amount of the reimbursement.
- (4) The teacher must receive a mark of at least B or equivalent to receive full reimbursement for a course.
- (5) A teacher who expects to be reimbursed for a course must submit an application on the form prescribed by the administration. Reimbursement will be made after the teacher submits a receipted bill and the official transcript or registrar's grade statement covering the courses taken. Applications may be obtained from the principal or the Superintendent.
- (6) At the beginning of the fourth (4<sup>th</sup>) year of employment the Board will reimburse the teacher for the cost of two (2) courses for up to six (6) semester hours for teachers in any given semester; or for a maximum of fifteen (15) or five (5) courses, whichever is greater, semester hours and up to nine (9) semester hours or three (3) courses, whichever is greater, during the school year for a maximum of fifteen (15) semester hours or five (5) courses, whichever is greater taken between July 1st of one year and June 30th of the following year. Tuition reimbursement will be capped at \$60,000 annually. Payouts will be determined by the stamped date when received at the Superintendent's office. Once the pool of money is exhausted, no further payouts will be given for that payout year. The payout year is from 7/1 to 6/30.
- (7) Reimbursement for part-time teachers will be made on a pro rata basis so that each part-time teacher will be reimbursed for the equivalent percentage amount of reimbursement as their number of part-time hours bears to the number of hours of employment of a full-time teacher.



## ARTICLE 17

### NUMBER OF WORKDAYS

- A. Certificated personnel subject to the terms of this Agreement will be employed for one hundred ninety (190) days during each school year. During the one hundred ninety (190) day year for teachers, the Board shall guarantee and provide four (4) full in-service days per year for all certificated personnel. Programs shall be scheduled during the regular school day and year and shall occur between 8:00 AM and 3:30 PM with a seventy-five (75) minute break for lunch. Each in-service day shall have at least five (5) hours of quality programming. Said programming will meet the State requirements for the 100 hours of continuing education/professional development if that becomes mandated, and each such day shall be used exclusively for such programming; the administration shall require no other duties, meetings, etc. of staff on such days, and such days shall count toward the mandated 100 hours if that is indeed mandated. On these days, secretaries shall also be given a seventy-five (75) minute lunch break which shall not extend their workday. No in-service day can be scheduled for the day before the students' first day or the day after the students' last day. These days are for teacher set up and clean up. The first and last day for teachers will be student contact free and duty free for teacher preparation, set up and clean up. The building administrator may choose to schedule a staff meeting on the first day for teachers at a maximum of ninety (90) minutes in length. The last day for teachers shall be meeting free. Two (2) of the unused four snow days that are built into the one hundred ninety (190) day calendar will be added to the Memorial Day Weekend for students and staff alike.
- B. Personnel new to the school district may be required to work for an additional four (4) days during each school year without additional compensation.
- C. The Board agrees that the Superintendent will consult with the Association president or said president's designee before recommending the annual school calendar for final approval at an official Board meeting.



ARTICLE 18

PROVISIONS REGARDING NOTICES

- A. Advance notice will be given:
- (1) Before any involuntary transfer of a teacher between buildings is officially announced to the staff.
  - (2) When a teacher shall not be appointed to an extracurricular assignment which said teacher currently holds, such notice will be provided by the principal to the teacher involved.
- B. A two (2) day notice of the tentative agenda for each regularly scheduled monthly faculty meeting will be made available to the faculty of the particular school by the principal.



## ARTICLE 19

### TEACHER OBSERVATION/EVALUATION

#### A. Nontenured Teachers

Nontenured teachers shall be observed in the classroom according to current state statute and regulations. An annual evaluation shall be conducted in accordance with New Jersey statutes.

In the event that a teacher is employed less than a full year, all observations/evaluations shall be completed and comply with regulation and statute.

#### B. Tenured Teachers

All tenured teachers are to be observed and evaluated according to current state statute and regulation.

#### C. General Procedures

(1) The certificated supervisors will list in the space provided on the annual evaluation form the district personnel who contributed significantly to the report.

(2) Open Evaluation

Observation of a teacher's classroom performance shall be conducted openly.

(3) Copies of Evaluation

A supervisor will provide a teacher with a written copy of the annual evaluation report two (2) days before the conference is held to discuss the report. A teacher who has not received the report in advance, upon request, shall be granted a forty-eight (48) hour delay to allow the teacher to prepare for the conference.

(4) Right to Disclaim

The teacher shall have the right to submit his or her written response to the evaluation report within ten (10) school days following the conference and such response shall be attached to each party's copy of the evaluation, N.J.A.C. 6:30-1.19. If a teacher submits a response, the administrator to whom it is submitted will acknowledge receipt thereof in writing.

(5) A copy of the evaluation form shall be made available to the teaching staff on or before November 1st of each year; and a copy of any changes in the evaluation form shall be made available to the staff at least sixty (60) days prior to the annual



evaluation. If substantive changes in the evaluation form are made during the sixty (60) day period immediately preceding the evaluation, teachers involved will be apprised of this fact as soon as administratively feasible.

- (6) No complaint shall be placed in the teacher's personnel file without being identified by complainant and the teacher being notified. No complaint may be placed in a teacher's personnel file without the Superintendent's approval. The teacher will be allowed to write a rebuttal to anything placed in his/her file. The rebuttal shall be attached to the complaint and placed in the teacher's personnel file.
- (7) No complaint shall be placed in the employee's personnel file without his/her signature. Said signature shall attest to the fact that he/she has received a copy of the complaint, not that he/she is in agreement with anything contained therein. Any complaint dated after the adoption of this Agreement and found in the file without the employee's signature shall be immediately removed and destroyed.



SECTION III

ARTICLE 20

SECRETARIAL AND CLERICAL

A. Definition

As used herein, the word "employee" or "personnel" shall be deemed to apply to and refer only to secretarial and clerical employees or personnel.

B. Secretaries and other clerical personnel employed on a full-time basis shall each be employed subject to the following work schedule.

(1) Workday

The workday shall begin and end at such time or times as shall be determined by the employee's immediate supervisor which in every case shall consist of seven (7) hours of compensable time and either: (a) a daily coffee break of not longer than fifteen (15) minutes and a lunch period of forty-five (45) minutes, or (b) a lunch period of not longer than one (1) hour and no coffee break, for a total of eight (8) hours per day. The workday during any week when school is not in session for any day or days during the months of June, July and August shall consist of six (6) hours of compensable time and either: (a) a daily coffee break of not longer than fifteen (15) minutes and a lunch period of not more than forty-five (45) minutes, or (b) a lunch period of not longer than one (1) hour and no coffee break, for a total of seven (7) hours per day. The scheduling of all such coffee breaks and lunch periods shall be determined by the immediate supervisor. If the immediate supervisor and employee so agree, the time herein designated and divided between or for the coffee break and the lunch period may be adjusted from time to time, provided, however, that the compensable time for each day remains, respectively, seven (7) hours and six (6) hours exclusive of coffee breaks and lunch time.

(2) Work Week

The work week shall consist of thirty-five (35) hours compensable time during any week when school is in session for any day or days during such week; and the work week shall consist of thirty (30) hours compensable time during any week in June, July and August when school is not in session for any day during such week. During the months of July and August, secretaries may work half days on Fridays with no loss of compensation, if mutually agreed upon, as long as the thirty (30) hours per week are met.



(3) Work Year

- (a) The work year shall be from July 1 to June 30.
- (b) Personnel will be permitted to attend the annual convention of the New Jersey Education Association pursuant to N.J.S.A. 18A:31-2.

- (4) The parties agree the Board may hereafter hire employees on a work year, work week or workday, or in any combination of them, which is shorter than as set forth in B.(2) and (3) above and the vacation schedule set forth in F. below shall not be applicable to such employees, provided, however, that the annual salary of any employee so hired shall be adjusted proportionately with the annual rate paid for the employee's classification as hereafter stated.

C. Overtime

Overtime shall require prior approval of the employee's immediate supervisor and shall be paid at one and one-half (1 ½) times the hourly rate after forty (40) hours. If any employee shall work seven and one-half (7 ½) hours in any day at the request of his or her immediate supervisor, such employee shall be granted compensatory time away from work as scheduled by the supervisor. All such overtime requests or compensatory time agreements must have the prior approval of the Superintendent or designee.

D. Holidays

Employees shall be granted the following holidays provided the district is not in session: New Year's Day, Presidents Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. All personnel need not report on the day following Thanksgiving.

E. Snow or Other Emergency Closing Days

Dependent upon the nature of the reason for the emergency closing of a particular school or the district's schools, all salaried employees are expected to report for work. On days when schools are closed because of weather conditions which result in extremely hazardous travel, or other emergency conditions, personnel shall be notified that they are not expected to report for work. Absence of personnel on such days when they are expected to work should be reported in the usual manner.



F. Vacation Schedule

Personnel shall be granted the following paid vacations to be scheduled by the immediate supervisor with preference being given to the seniority of the personnel at those times which will best coincide with the school program and workload priorities:

<u>Years of Total Service</u>	<u>Annual Summer Vacation</u>
1 to 3	10 days
4 to 7	15 days
8 to 24	20 days
25 years and over	25 days

Personnel need not report during any school recesses (i.e., Christmas and/or Spring/Easter) for faculty which occur between the opening and closing dates for school.

G. Salaries

The Secretarial and Clerical Staff Salary Guide (Appendix C) is hereby made a part of this Contract.

H. Workshops/Conferences/Training

Secretarial and clerical personnel may attend two (2) workshop/training or conference session within the school year with the approval of the Superintendent or designee. The cost of the approved workshop/training or conference and mileage/tolls will be reimbursed by the Board.

I. Clothing Protection

The Board agrees to supply lab coats or smocks for use at locations where office machinery may damage their clothing in the performance of their duties.



SECTION IV

ARTICLE 21

CUSTODIAL PERSONNEL

A. Definition

Custodial and maintenance personnel shall be referred to as custodial personnel.

B. Employment

Custodial personnel shall be hired on a year-to-year contractual basis, except that newly employed personnel shall service a six (6) month probationary period during which the employee may be dismissed upon seven (7) days' notice or payment in lieu of notice. Probationary personnel may be dismissed without cause. Employees, once having served the probationary period, shall not be dismissed or disciplined except for just cause.

C. Work Year

The work year shall be such as is established by the Bound Brook Board of Education for custodial personnel except as modified or amended by this Agreement.

D. Work Week

Each work week shall commence on Monday and end on Friday or commence on Tuesday and end on Saturday. All custodial personnel will work a forty-hour (40) work week. Any time after forty (40) hours per week shall be considered overtime. All paid holidays count as days worked. Any employee who is required to work on an otherwise scheduled paid holiday will receive another day off as compensatory time. All compensatory days shall count toward the forty (40) hour work week. Vacation, sick and personal days do not count towards the calculation of overtime.

E. Workday

Each workday shall begin and terminate at such time or times as may be determined by the administration, provided, however, each such day shift shall consist of eight (8) hours of compensable time exclusive of a thirty (30) minute lunch period, and each such night shift shall consist of eight (8) hours of compensable time exclusive of a thirty (30) minute lunch period and shall be paid at a fifty cent (\$.50) per hour differential. Overtime shall require prior approval of the administration and shall be paid at one and one-half (1 ½) times the hourly rate. Where possible, overtime will be distributed in an equitable fashion through individual work locations. In view of the payment of overtime and the equitable distribution of such overtime, it is herewith agreed that employees shall accept such overtime.



F. Vacations

Custodial/maintenance personnel shall be granted the following paid vacations, to be taken during the regular summer vacation period, with preference based on seniority.

<u>Years of Local Service</u>	<u>Annual Vacation</u>
1 to 3 years	10 days
4 to 7 years	15 days
8 to 24 years	20 days
25 years or more	25 days

Any custodial/maintenance employee hired on or after July 1, 2006 shall follow this schedule.

<u>Years of Local Service</u>	<u>Annual Vacation</u>
1 to 3 years	10 days
4 to 6 years	15 days
7 years	16 days
8 years	17 days
9 years	18 days
10 years	19 days
11+ years	20 days

G. Sick Leave

See Article 6.

H. Holiday

- (1) Custodial personnel will be granted the following paid holidays per year: New Year's Day, Thanksgiving Day, Day after Thanksgiving, Good Friday, Christmas Day, Memorial Day, Columbus Day, July 4<sup>th</sup>, Veteran's Day, Labor Day, Martin Luther King Day, President's Day
- (2) If a custodian is required to work on any of these holidays when school is in session, he will be entitled to a compensatory day off for each such day. The scheduling of each compensatory day shall be subject to approval.

I. Travel Allowance

Custodial personnel shall be paid at the rate per mile approved by the Board of Education as per travel regulations.

J. Snow Days

Custodial and maintenance personnel will report to work notwithstanding that school is not in session because of snow or other weather causes.



K. Salaries

The Custodial and Maintenance Personnel Salary Guide (Appendix D) is hereby made a part of this contract.

L. Black Seal License

Custodians who hold a Black Seal will be paid \$.51 per hour over their regular hourly rates. The board will reimburse, in full, any employee who renews his/her boiler license.

M. Custodial/Maintenance Uniform Allowance

Full-time custodians and maintenance personnel will be provided 3 uniforms annually at district expense. Three work pants and 3 work shirts will be provided each employee who works the full year. The district will purchase all uniforms directly from the supplier with uniform style, quality, color and logo to be at the discretion of the management. Cash will not be substituted for uniforms.

- (1) Custodians and maintenance employees will be reimbursed up to a limit of \$88.91 per year for the purchase of work shoes. The Buildings and Grounds Supervisor will prescribe the type of work shoes to be worn.
- (2) Custodial and/or maintenance personnel who, in the course of their assigned duties, have outdoor assignments, will be reimbursed up to a maximum of \$95.26 toward the purchase of a winter coat. This reimbursement will be limited to once during the term of this agreement.
- (3) Custodial or maintenance personnel will be compensated \$91.60 for the purchase of approved snow boots. This benefit will be made available one-time during the duration of the agreement.
- (4) Uniforms must be worn at all times and approved work shoes must be worn at all times.

N. Workshops/Conference/Training

Custodial and maintenance personnel may attend one workshop/training or conference session within the school year with the approval of the building administrator. Cost of the approved workshop/training or conference and the mileage/tolls will be reimbursed by the Board.

- O. All full time custodial/maintenance staff will receive a ten (10) minute break during the first four (4) hours of work, a thirty (30) minute lunch, and a ten (10) minute break during the second half of the work shift.



SECTION V

ARTICLE 22

WORKING CONDITIONS FOR  
INSTRUCTIONAL AIDES OR PARAPROFESSIONALS

A. Workday

The workday shall begin and end at such time or times as shall be determined by the employee's immediate supervisor, which on a full-time basis shall consist of a minimum of seven and one-half (7 ½) hours of compensable time per day including a paid lunch period of twenty-five (25) minutes. The scheduling of such lunch periods shall be determined by the immediate supervisor.

B. Holidays, Snow or Other Emergency Closing Days

Instructional Aides or Paraprofessionals shall not be expected to report or work whenever teachers and students are not expected to report for work. However, it is understood that Instructional Aides or Paraprofessionals work on a report-time basis and will not be paid for snow, holidays or emergency closing days, except that Instructional Aides or Paraprofessionals will be entitled to five paid holidays per year (i.e., Thanksgiving, Christmas, New Year's Day, Good Friday, and Memorial Day.)

C. Salaries

The Instructional Aides or Paraprofessionals Salary Guide (Appendix E) is hereby made a part of this Contract.

D. Professional Development

The Instructional Aides or Paraprofessionals may be required to attend up to two (2) Professional Development Days during the school year. These days will be used to provide appropriate and quality training for the Instructional Aides or Paraprofessionals. Individuals will be paid their hourly rate, including a paid lunch, the same length as the teacher's lunch for that day.



## ARTICLE 23

### EVALUATION OF SUPPORTIVE NON-CERTIFICATED PERSONNEL

*(Secretarial & Clerical Personnel, Custodians, and Instructional Aides or Paraprofessionals)*

A. Frequency

Employees shall be evaluated by their immediate supervisors at least one (1) time in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate supervisor to discuss such report.

B. General Procedures

The supervisors will list in the space provided on the annual evaluation form the district personnel who contributed significantly to the report.

- (1) Open Evaluation - Observation of an employee's performance shall be conducted openly.
- (2) Copies of Evaluation - A supervisor will provide an employee with a written copy of the completed evaluation report one (1) day before the conference is held to discuss the report. An employee who has not received the report in advance, upon request, shall be granted a 24 hour delay to allow the employee to prepare for the conference.
- (3) Right to Disclaim - The employee shall have the right to submit his or her written disclaimer of such evaluation within ten (10) days following the conference and such disclaimer shall be attached to each party's copy of the evaluation.
- (4) A copy of the evaluation form shall be made available to the non-certificated staff on or before November 1 of each year, and a copy of any changes in the evaluation form shall be made available to the staff at least sixty (60) days prior to the annual evaluation. If substantive changes in the evaluation form are made during the 60-day period immediately preceding the evaluation, non-certificated staff members involved will be apprized of this fact as soon as administratively feasible.
- (5) All complaints that are placed in the employee's personnel file will be identified by complainant and the employee will be allowed to write a rebuttal.
- (6) No complaint shall be placed in the employee's personnel file without his/her signature. Said signature shall attest to the fact that he/she has received a copy of the complaint, not that he/she is in agreement with anything contained therein. Any complaint dated after the adoption of this Agreement and found in the file without the employee's signature shall be immediately removed and destroyed.



SECTION VI

ARTICLE 24

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be honored by the Board of Education and the Association for the duration of the Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, and all other provisions or applications shall continue in full force and effect.
- C. Any employment 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 the aforesaid employment contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Bound Brook School Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States including but without limiting the generality of the foregoing, the right:
  - (1) to manage the school district;
  - (2) to direct employees of the school district;
  - (3) to hire, promote, transfer, assign, and retain employees in positions within the district and for just cause to suspend, demote or take other disciplinary action against employees;
  - (4) to relieve employees from duty because of lack of work or for other legitimate reasons;
  - (5) to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  - (6) to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms



hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

- E. Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) calendar days of the ratification of the agreement by both parties and presented to all employees now employed, or hereafter employed by the Board.



**ARTICLE 25**

**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2014 and shall continue in full force and effect until June 30, 2017 subject to the Association's right to negotiate a successor Agreement as set forth herein.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.



**ARTICLE 26**

**CONCLUDING PROVISIONS**

*Applies to All Employees in the Negotiating Unit*

A. Provisions Regarding Notices

Except where notice is herein required to be furnished individual employees, any other notices required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, will be accomplished by written notice to the party at the following address:

If by Association, to the Board at  
111 West Union Avenue  
Bound Brook, New Jersey

If by the Board, to the Association at  
the building in which the Association President is assigned  
Bound Brook, New Jersey

- B. The parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, whether oral or written, not contained herein, will be recognized or enforced.

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

**BOUND BROOK BOARD OF EDUCATION**

By Terrence Hoben Terrence Hoben  
President: Print Name Signature  
By Vincent J McFadden Vincent J McFadden  
Secretary: Print Name Signature

**BOUND BROOK EDUCATION ASSOCIATION**

By Loren Paxson Loren Paxson  
President: Print Name Signature  
By: Susan DeIConte Susan DeIConte  
Secretary: Print Name Signature



APPENDIX A

TEACHERS SALARY GUIDE

2014-15

Step	BA	BA+30	MA	MA+30	MA+60	PhD
A	50,500	53,100	56,220	59,600	61,550	63,500
B	50,985	53,585	56,705	60,085	62,035	63,985
C	51,485	54,085	57,205	60,585	62,535	64,485
D	51,985	54,585	57,705	61,085	63,035	64,985
E	52,485	55,085	58,205	61,585	63,535	65,485
F	52,985	55,585	58,705	62,085	64,035	65,985
G	53,485	56,085	59,205	62,585	64,535	66,485
H	55,375	57,975	61,095	64,475	66,425	68,375
I	57,280	59,880	63,000	66,380	68,330	70,280
J	59,185	61,785	64,905	68,285	70,235	72,185
K	61,090	63,690	66,810	70,190	72,140	74,090
L	62,995	65,595	68,715	72,095	74,045	75,995
M	64,900	67,500	70,620	74,000	75,590	77,900
N	66,805	69,405	72,525	75,905	77,855	79,805
O	68,710	71,310	74,430	77,810	79,760	81,710
P	70,615	73,215	76,335	79,715	81,665	83,615
Q	72,520	75,120	78,240	81,620	83,570	85,520
R	74,425	77,025	80,145	83,525	85,475	87,425
S	76,330	78,930	82,050	85,430	87,380	89,330
T	78,235	80,835	83,955	87,335	89,285	91,235
U	80,140	82,740	85,860	89,240	91,190	93,140
V	82,060	84,660	87,780	91,160	93,110	95,060

**Longevity: Years of Service in District**

Any employee who has served the Bound Brook School District for 19 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 20<sup>th</sup> year and continuing until their 24<sup>th</sup> year.

Any employee who has served the Bound Brook School District for 24 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 25<sup>th</sup> year and continuing until their employment ends.



APPENDIX A

TEACHERS SALARY GUIDE

2015-16

Step	BA	BA+30	MA	MA+30	MA+60	PhD
A	50,700	53,300	56,420	59,800	61,750	63,700
B	51,185	53,785	56,905	60,285	62,235	64,185
C	51,685	54,285	57,405	60,785	62,735	64,685
D	52,185	54,785	57,905	61,285	63,235	65,185
E	52,685	55,285	58,405	61,785	63,735	65,685
F	53,185	55,785	58,905	62,285	64,235	66,185
G	53,685	56,285	59,405	62,785	64,735	66,685
H	55,575	58,175	61,295	64,675	66,625	68,575
I	57,480	60,080	63,200	66,580	68,530	70,480
J	59,385	61,985	65,105	68,485	70,435	72,385
K	61,290	63,890	67,010	70,390	72,340	74,290
L	63,195	65,795	68,915	72,295	74,245	76,195
M	65,100	67,700	70,820	74,200	76,150	78,100
N	67,005	69,605	72,725	76,105	78,055	80,005
O	68,910	71,510	74,630	78,010	79,960	81,910
P	70,815	73,415	76,535	79,915	81,865	83,815
Q	72,700	75,320	78,440	81,820	83,770	85,720
R	74,625	77,225	80,345	83,725	85,675	87,625
S	76,530	79,130	82,250	85,630	87,580	89,530
T	78,435	81,035	84,155	87,535	89,485	91,435
U	80,340	82,940	86,060	89,440	91,390	93,340
V	82,660	85,260	88,380	91,760	93,170	95,660

**Longevity: Years of Service in District**

Any employee who has served the Bound Brook School District for 15 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 16<sup>th</sup> year and continuing until their 20<sup>th</sup> year.

Any employee who has served the Bound Brook School District for 20 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 21<sup>st</sup> year and continuing until their employment ends.



APPENDIX A

TEACHERS SALARY GUIDE

2016-17

Step	BA	BA+30	MA	MA+30	MA+60	PhD
A	50,885	53,485	56,605	59,985	61,935	63,885
B	51,370	53,970	57,090	60,470	62,420	64,370
C	51,870	54,470	57,590	60,970	62,920	64,870
D	52,370	54,970	58,090	61,470	63,420	65,370
E	52,870	55,470	58,590	61,970	63,920	65,870
F	53,370	55,970	59,090	62,470	64,420	66,370
G	53,870	56,470	59,590	63,970	64,920	66,870
H	55,760	58,360	61,480	64,860	66,810	68,760
I	57,665	60,265	63,385	66,765	68,715	70,665
J	59,570	62,170	65,290	68,670	70,620	72,570
K	61,475	64,075	67,195	70,575	72,525	74,475
L	63,380	65,980	69,100	72,480	74,430	76,380
M	65,285	67,885	71,005	74,385	76,335	78,285
N	67,190	69,790	72,910	76,290	78,240	80,190
O	69,095	71,695	74,815	78,195	80,145	82,095
P	71,000	73,600	76,720	80,100	82,050	84,000
Q	72,905	75,505	78,625	82,005	83,955	85,905
R	74,810	77,410	80,530	83,910	85,860	87,810
S	76,715	79,315	82,435	85,815	87,765	89,715
T	78,620	81,220	84,340	87,720	89,670	91,620
U	80,525	83,125	86,245	89,625	91,575	93,525
V	83,260	85,860	88,980	92,360	94,310	96,260

**Longevity: Years of Service in District**

Any employee who has served the Bound Brook School District for 15 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 16<sup>th</sup> year and continuing until their 20<sup>th</sup> year.

Any employee who has served the Bound Brook School District for 20 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 21<sup>st</sup> year and continuing until their employment ends.



## APPENDIX B

### Extracurricular Compensation Guide

A teacher who is appointed to an extra-curricular assignment shall be placed at such step of the extra-curricular assignment salary guide that applies to him or her as the Board, upon recommendation of the Superintendent of Schools, shall approve in accordance with the contract provision.

For employment effective July 1, 1975, or thereafter, teachers newly appointed to a coaching or other paid extra-curricular assignment will be placed at the first step of the salary guide; however, the district may provide credit for past public school coaching or other extra-curricular experience.

A year's coaching experience is defined as one school year when a teacher coaches' one or more sports. Coaches who are promoted from assistant to associate or head coach will be placed on the appropriate salary level in accordance with their coaching experience.

Teachers who are assigned other extra-curricular activities will be placed on the salary guide in accordance with the years of supervisory experience in the same position or field.

The Board of Education reserves the authority to create additional extra-curricular positions whenever required by NJSIAA rules, pertinent statutes or court decisions, or unanticipated student needs.

Any Board approved "club" currently in existence but which is currently non-stipended shall be added to the extra-curricular compensation guide at the Peer Leadership Advisor rate. Any honor society currently non-stipended or formed in the future shall be paid at the current National Honor Society rate, e.g., the Interact Club is currently non-stipended, and the advisor should now be compensated.



EXTRACURRICULAR COMPENSATION GUIDES

	2014-15 1-3 yrs	2014-15 4+ yrs	2015-16 1-3 yrs	2015-16 4+ yrs	2016-17 1-3 yrs	2016-17 4+ yrs
Head Football	7799	9523	7955	9713	8114	9907
Assistant Football	5429	6175	5538	6299	5649	6425
Athletic Trainer	5818	6619	5934	6751	6053	6886
Head Basketball	7553	8471	7704	8641	7858	8813
JV Basketball	5170	6010	5274	6130	5379	6253
Freshman Basketball	4692	5377	4786	5485	4882	5595
Girls Head Basketball	7553	8471	7704	8641	7858	8813
Girls JV Basketball	5170	6010	5274	6130	5379	6253
Head Baseball	6454	7177	6583	7320	6714	7467
JV Baseball	4692	5377	4786	5485	4882	5595
Head Softball	6454	7177	6583	7320	6714	7467
JV Softball	4692	5377	4786	5485	4882	5595
Head Boys Track	6454	7177	6583	7320	6714	7467
Assistant Boys Track (2)	4692	5377	4786	5485	4882	5595
Head Girls Track	6454	7177	6583	7320	6714	7467
Assistant Girls Track (2)	4692	5377	4786	5485	4882	5595
Head Winter Track	6454	7177	6583	7320	6714	7467
Assistant Winter Track	4692	5377	4786	5485	4882	5595
Head Wrestling	7553	8471	7704	8641	7858	8813
Assistant Wrestling	5170	6010	5274	6130	5379	6253
Boys Tennis	6454	7177	6583	7320	6714	7467
Assistant Boys Tennis	4692	5377	4786	5485	4882	5595
Girls Tennis	6454	7177	6583	7320	6714	7467
Assistant Girls Tennis	4692	5377	4786	5485	4882	5595
Head Cross Country	6454	7177	6583	7320	6714	7467
Assistant Cross Country	4825	5574	4921	5686	5020	5800
Head Boys Soccer	6454	7177	6583	7320	6714	7467
JV Boys Soccer	4825	5574	4921	5686	5020	5800
Head Girls Soccer	6454	7177	6583	7320	6714	7467
JV Girls Soccer	4825	5574	4921	5686	5020	5800
Band Director/Color Guard	6223	6909	6347	7048	6474	7189
Fall Cheerleading	2443	2673	2492	2727	2542	2781
Fall Cheerleading Assistant	1826	1962	1862	2002	1900	2042



	2014-15 1-3 yrs	2014-15 4+ yrs	2015-16 1-3 yrs	2015-16 4+ yrs	2016-17 1-3 yrs	2016-17 4+ yrs
Winter/Competition Cheer	1808	1974	1845	2013	1882	2053
W/C Cheer Assistant	1364	1466	1391	1495	1419	1525
Assistant Band Director	3420	3639	3488	3712	3558	3786
Choral Director	2613	3230	2666	3295	2719	3361
Drama Coach	6223	6909	6347	7048	6474	7189
Assistant Drama	1846	2130	1883	2172	1921	2216
Stagecrafters Advisor	2334	2582	2380	2633	2428	2686
Musical Advisor	1950	1998	1989	2038	2029	2079
School Newspaper	4531	4981	4621	5080	4714	5182
Yearbook	4531	4981	4621	5080	4714	5182
Literacy Magazine	2347	2609	2394	2661	2442	2715
Senior Class Advisor	2202	2461	2246	2510	2291	2561
Junior Class Advisor	2031	2290	2071	2336	2113	2382
Sophomore Class Advisor	1723	1867	1757	1904	1792	1942
Freshman Class Advisor	1723	1867	1757	1904	1792	1942
Student Council Advisor	3023	3322	3084	3389	3145	3456
Student Activities Accountant	5446	5758	5555	5873	5666	5991
Academic League	1704	1933	1739	1972	1773	2011
Peer Leadership	1723	1867	1757	1904	1792	1942
Interact Club	1723	1867	1757	1904	1792	1942
HS National Honor Society	1933	2077	1972	2118	2011	2161
Spanish National Honor Society	1933	2077	1972	2118	2011	2161
Project Graduation	1723	1867	1757	1904	1792	1942
Head HS Robotics	4689	5376	4783	5484	4878	5594
Assistant HS Robotics	2344	2696	2391	2750	2439	2805
MS Boys Basketball	4692	5377	4786	5485	4882	5595
MS Girls Basketball	4692	5377	4786	5485	4882	5595
MS Wrestling	4692	5377	4786	5485	4882	5595
MS Softball	4692	5377	4786	5485	4882	5595
MS Cheerleading	2732	2925	2786	2984	2842	3044
MS Newspaper	1500	1700	1530	1734	1561	1769
MS Band Director	1625	1825	1658	1862	1691	1899
MS Class Advisor	3023	3322	3084	3389	3145	3456
MS Yearbook	1660	1828	1693	1864	1727	1902
MS National Honor Society	1933	2077	1972	2118	2011	2161



	2014-15 1-3 yrs	2014-15 4+ yrs	2015-16 1-3 yrs	2015-16 4+ yrs	2016-17 1-3 yrs	2016-17 4+ yrs
<b>Head MS Robotics</b>	2880	3388	2938	3456	2997	3525
<b>Elementary Newspaper</b>	1500	1700	1530	1734	1561	1769
<b>Elementary Band Director</b>	1625	1825	1658	1862	1691	1899

		Hourly		Hourly		Hourly
<b>Bedside Instruction</b>		72.65		74.11		75.59
<b>Intramural Athletics</b>		75.34		76.84		78.38



APPENDIX C

SECRETARY & CLERICAL STAFF SALARY GUIDE

*2014-15*

Step	A	B	B(10)	C
1	45,453	43,728	36,732	42,228
2	45,953	44,228	37,152	42,728
3	46,453	44,728	37,572	43,228
4	46,953	45,228	37,992	43,728
5	47,453	45,728	38,412	44,228
6	47,953	46,228	38,832	44,728
7	48,453	46,728	39,252	45,228
8	48,953	47,228	39,672	45,728
9	49,798	48,073	40,381	46,573
10	50,673	48,948	41,116	47,448
11	51,548	49,823	42,851	48,323
12	52,423	50,698	42,586	49,198
13	53,298	51,573	43,321	50,073
14	54,173	52,448	44,056	50,948
15	55,048	53,323	44,791	51,823
16	55,928	54,203	45,531	52,703
17	56,808	55,083	46,270	53,583
18	57,688	55,963	47,009	54,462
19	58,568	56,843	47,748	55,343
20	59,448	57,723	48,487	56,223

**Longevity: Years of Service in District**

Any employee who has served the Bound Brook School District for 19 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 20<sup>th</sup> year and continuing until their 24<sup>th</sup> year.

Any employee who has served the Bound Brook School District for 24 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 25<sup>th</sup> year and continuing until their employment ends.



APPENDIX C

SECRETARY & CLERICAL STAFF SALARY GUIDE

2015-16

Step	A	B	B(10)	C
1	46,389	44,664	37,518	43,164
2	46,889	45,164	37,938	43,664
3	47,389	45,664	38,358	44,164
4	47,889	46,164	38,778	44,664
5	48,389	46,664	39,198	45,164
6	48,889	47,164	39,618	45,664
7	49,389	47,664	40,038	46,164
8	49,889	48,164	40,458	46,664
9	50,734	49,009	41,168	47,509
10	51,609	49,884	41,903	48,384
11	52,484	50,759	42,638	49,259
12	53,359	51,634	43,373	50,134
13	54,234	52,509	44,108	51,009
14	55,109	53,384	44,843	51,884
15	55,984	54,259	45,578	52,759
16	56,864	55,139	46,317	53,639
17	57,744	56,019	47,056	54,519
18	58,624	56,899	47,795	55,399
19	59,504	57,779	48,534	56,279
20	60,384	58,659	49,274	57,159

**Longevity: Years of Service in District**

Any employee who has served the Bound Brook School District for 15 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 16<sup>th</sup> year and continuing until their 20<sup>th</sup> year.

Any employee who has served the Bound Brook School District for 20 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 21<sup>st</sup> year and continuing until their employment ends.



APPENDIX C

SECRETARY & CLERICAL STAFF SALARY GUIDE

2016-17

Step	A	B	B(10)	C
1	47,357	45,632	38,331	44,132
2	47,857	46,132	38,751	44,632
3	48,357	46,632	39,171	45,132
4	48,857	47,132	39,591	45,632
5	49,357	47,632	40,011	46,132
6	49,857	48,132	40,431	46,632
7	50,357	48,632	40,851	47,132
8	50,857	49,132	41,271	47,632
9	51,702	49,977	41,981	48,477
10	52,577	50,852	42,716	49,352
11	53,452	51,727	43,451	50,227
12	54,327	52,602	44,186	51,102
13	55,202	53,477	44,921	51,977
14	56,077	54,352	45,656	52,852
15	56,952	55,227	46,391	53,727
16	57,832	56,107	47,130	54,607
17	58,712	56,987	47,869	55,487
18	59,592	57,867	48,608	56,367
19	60,472	58,747	49,347	57,247
20	61,352	59,627	50,087	58,127

**Longevity: Years of Service in District**

Any employee who has served the Bound Brook School District for 15 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 16<sup>th</sup> year and continuing until their 20<sup>th</sup> year.

Any employee who has served the Bound Brook School District for 20 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 21<sup>st</sup> year and continuing until their employment ends.



APPENDIX D

CUSTODIAL & MAINTENANCE SALARY GUIDE

2014-15

Step	Custodian	Custodian/Hour	Maintenance	Maintenance/Hour
1	31,759	15.27	37,063	17.82
2	32,359	15.56	37,763	18.16
3	32,959	15.85	38,463	18.49
4-5	33,549	16.13	39,152	18.82
6	34,149	16.42	39,852	19.16
7	34,749	16.71	40,552	19.50
8	35,349	16.99	41,252	19.83
9	36,354	17.48	42,425	20.40
10-11	37,469	18.01	43,726	21.02
12	38,729	18.62	45,197	21.73
13	40,329	19.39	47,064	22.63
14	42,029	20.21	49,048	23.58
15	43,729	21.02	51,032	24.53
16	45,539	21.89	53,144	25.55
17	47,499	22.84	55,431	26.65

**Longevity: Years of Service in District**

Any employee who has served the Bound Brook School District for 19 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 20<sup>th</sup> year and continuing until their 24<sup>th</sup> year.

Any employee who has served the Bound Brook School District for 24 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 25<sup>th</sup> year and continuing until their employment ends.



APPENDIX D

CUSTODIAL & MAINTENANCE SALARY GUIDE

2015-16

Step	Custodian	Custodian/Hour	Maintenance	Maintenance/Hour
1	32,289	15.52	37,681	18.12
2	32,889	15.81	38,381	18.45
3	33,489	16.10	39,082	18.79
4	34,089	16.39	39,782	19.13
5-6	34,699	16.68	40,494	19.47
7	35,299	16.97	41,194	19.80
8	35,899	17.26	41,894	20.14
9	36,899	17.74	43,061	20.70
10	38,014	18.28	44,362	21.33
11-12	39,274	18.88	45,833	22.04
13	40,874	19.65	47,700	22.93
14	42,574	20.47	49,684	23.89
15	44,274	21.29	51,668	24.84
16	46,074	22.15	53,768	25.85
17	47,999	23.08	56,015	26.93

**Longevity: Years of Service in District**

Any employee who has served the Bound Brook School District for 15 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 16<sup>th</sup> year and continuing until their 20<sup>th</sup> year.

Any employee who has served the Bound Brook School District for 20 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 21<sup>st</sup> year and continuing until their employment ends.



APPENDIX D

CUSTODIAL & MAINTENANCE SALARY GUIDE

2016-17

Step	Custodian	Custodian/Hour	Maintenance	Maintenance/Hour
1	32,859	15.80	38,346	18.44
2	33,459	16.09	39,047	18.77
3	34,059	16.37	39,747	19.11
4	34,659	16.66	40,447	19.45
5	35,259	16.95	41,147	19.78
6-7	35,849	17.24	41,836	20.11
8	36,449	17.52	42,536	20.45
9	37,449	18.00	43,703	21.01
10	38,564	18.54	45,004	21.64
11	39,824	19.15	46,475	22.34
12-13	41,424	19.92	48,342	23.24
14	43,099	20.72	50,297	24.18
15	44,799	21.54	52,280	25.13
16	46,599	22.40	54,381	26.14
17	48,499	23.32	56,598	27.21

**Longevity: Years of Service in District**

Any employee who has served the Bound Brook School District for 15 years will be given \$300 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 16<sup>th</sup> year and continuing until their 20<sup>th</sup> year.

Any employee who has served the Bound Brook School District for 20 years will be given \$1200 (pensionable money) a year in addition to his/her pensionable base salary starting as he/she begins their 21<sup>st</sup> year and continuing until their employment ends.



**APPENDIX E**

**Paraprofessional & Instructional Aide Salary Guide**

STEP	2014-15	STEP	2015-16	STEP	2016-17
1	12.99	1	13.22	1	13.52
2-3	13.28	2	13.51	2	13.80
4-5	13.57	3-4	13.80	3	14.08
6	13.87	5-6	14.09	4-5	14.36
7	14.16	7	14.38	6-7	14.64
8	14.45	8	14.67	8	14.93
9	14.74	9	14.96	9	15.22
10	15.03	10	15.25	10	15.51
11	15.32	11	15.54	11	15.81
12	15.61	12	15.84	12	16.11
13	15.91	13	16.14	13	16.41

**Attendance Officer Guide**

Step	2014-15	2015-16	2016-17
0-4	36,926	37,812	38,720
5-9	38,048	38,961	39,896
10-14	39,221	40,162	41,126
15+	40,445	41,416	42,410

*An Attendance Officer shall be compensated at an hourly rate of \$33.88 per hour for all court appearances outside of the regular workday.*

**Department Head Teacher Guide**

Step	2014-15	2015-16	2016-17
All	4,681	4,793	4,908



## APPENDIX F

### Representation Fee

A. Purpose of Fee

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 this 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 a majority representative.

B. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

(1) Notification

On or about the 15<sup>th</sup> of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1<sup>st</sup> of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

(2) Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C.(1) the full amount of the yearly representation fee in equal installments beginning with the first check in February.

(3) Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee for the months that they were employed from the last pay check paid to said employee during the membership year in question.

*\* Use the appropriate term to designate all members included in the bargaining unit.*

(4) Mechanics

Except as otherwise provided in this Appendix, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for transmission of regular membership dues to the Association.



(5) Change  
The Association will notify the Board in writing of any changes in the list provided for in paragraph 1. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

(6) New Employees  
On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, SMID numbers, titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

D. Indemnification and Save Harmless Provision

(1) Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of the Article, provided that:

- (a) the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) if the Association so requests in writing the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

(2) Exception

It is expressly understood that Paragraph 1. above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligation imposed upon it by this Article.



## APPENDIX G

### Workers Compensation Rights

#### *18A:30-2.1 – Payment of Sick Leave for Service Connected Disability provides:*

Whenever an employee, entitled to sick leave under this chapter, is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, his employer shall pay to such employee the full salary or wages for the period of such absence up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in Sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 Labor and Workmen's Compensation of the revised statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any worker's compensation award made for temporary disability.