AGREEMENT WALL TOWNSHIP BOARD OF EDUCATION AND WALL TOWNSHIP EDUCATION ASSOCIATION

2016-2017

2017-2018

2018-2019

TABLE OF CONTENTS COMMON LANGUAGE

Articles in this section pertain to all employees.

<u>Article No.</u>	<u>Article</u>	<u>Page</u>	e No.
1	Recognition	7-9	
2	Negotiation Procedure	9-10	
3	Grievance Procedure	10-13	3
4	Association Rights & Privileges		13-15
5	Deduction from Salaries		15-16
6	Miscellaneous Provisions	16-1	7
7	Extended Leaves of Absence (Maternity & Child Care)	17-2	0
8	Jury Duty	20	
9	Extended Leaves of Absence	20-2	1
10	Labor-Management Conferences	22	
11	Death in Family	22	
12	Insurance Coverage-Blue Cross/Blue Shield	22-23	
13	Duration of Agreement	23	
14	Mileage	24	
15	Sick Leave Bank	24-2	5
16	Preventative Care	25	
17	Reimbursement of Sick Leave-Upon Retirement	26-2	7
	<u>TEACHERS</u>		
	Articles in this Section pertain only to teachers.		
18	Teachers Rights	26	
19	Personal & Academic Freedom		26-27
20	School Calendar	27	
21	Teaching Hours & Teaching Load	27-3	4
22	Teacher Employment	34-3	5
23	Salaries	35-3	7
24	Teacher Assignment	37	
25	Voluntary Transfers and Reassignments	38	

<u>Article No.</u>	<u>Article</u>	<u>Page No.</u>
26	Involuntary Transfers and Reassignments	38-39
27	Promotions	39
28	Teacher Evaluation	40
29	Teacher Facilities	40
30	Sick Leave & Medical Coverage	41-42
31	Personal Days	42
32	Temporary Leaves of Absence	42-43
33	Sabbatical Leave	43-44
34	Hospitalization Upon Retirement	45
35	Professional Development and Educational Improvement	45-50
36	Student Discipline & Teacher Protection	50-51
37	Substitutes	52
	<u>SECRETARIES</u>	
	All Articles in this section pertain only to secretaries.	
38	Administration of Salary Policy	52
39	Increments/Salaries	52-53
40	Steps	53
41	Probationary Period	53
42	Tenure	53
43	Longevity	53-54
44	Overtime Pay	54
45	Hours	54-55
46	Vacation Days	55-56
47	Holidays	56
48	Sick Days	56-57
49	Medical Insurance	57-58
50	Leave of Absence	58-59
51	Personal Days	59
52	Emergency Closings	59
53	Office Conduct	59

<u>Article No.</u>	<u>Article</u>		<u>Page No.</u>
54	Termination of Employr	nent	59
55	Existing Benefits		60
56	Workshops & Seminars		60
	<u>CAFETER</u>	RIA EMPLOYEES	
	All Articles in this section	on pertain only to secretaries.	
57	Hourly Pay Schedule		60-61
58	Sick Days		61
59	Medical Insurance		61
60	Uniform Allowance		61
61	Longevities		62
62	Personal Days		62-63
63	Seniority		63
64	Overtime		63
65	Coffee Breaks		63
66	Involuntary Transfers		63
67	Personal Contracts		63-64
	PARAPR	ROFESSIONALS	
	All articles in this section p	pertain only to paraprofessionals.	
68	Hourly Pay Schedule		64-65
69	Sick Days		65
70	Longevities		65
71	Medical Insurance		66
72	Personal Days		66
73	Seniority		66-67
74	In-Service Days		67
75	Workshops &. Seminars	;	67
	CUSTODIANS-MAINTEN	ANCE-GROUNDS-MECHANICS	
All artic	cles in this section pertain only	y to custodians, maintenance and med	chanics.

Association Representatives

<u>Article No.</u>	<u>Article</u>	<u>Page No</u>
77	Seniority	68-69
78	Probationary Periods	69
79	Job Transfers	69-70
80	Sick Leave & Medical Coverage	70-71
81	Personal Days	71-72
82	Holidays	72
83	Vacation	72-74
84	Coffee Breaks	74
85	Uniforms	74
86	Association Leave Time	74
87	Overtime	75-77
88	Salaries	77-79
89	Evaluations	79
	BUS DRIVERS	
	All articles in this section pertain only to bus a	drivers.
90	Probationary Periods	79
91	Discipline & Discharge	79-80
92	Drivers Salary List	80
93	Longevities	80
94	Non-Contract Runs	80-81
95	Contract Packages	81-83
96	Sick Days	83-84
97	Medical Insurance	84
98	Leave of Absence Without Pay	84-85
99	Personal Days	85
100	Association Activity	85-86
101	Association Representatives	86
102	Seniority	86
103	Medical Examinations	87
104	Uniforms	87

<u>Article No.</u>	<u>Article</u>	<u>Page No.</u>
105	General Provisions	87
106	Summer Work	87-88
<u>GUIDES</u>		
Teacher Salar	y Guide	89
Secretary Sala	ary Guide	90
Cafeteria Salar	ry Guide	90
Paraprofession	nal Salary Guide	91
Custodial Salar	ry Guide	91
Mechanic Salaı	ry Guide	92
Maintenance S	Salary Guide	92
Bus Driver Salo	ary Guide	93
Co-Curricular Activities Guide		94-98
Coaching Guid	e	99-100

IN WITNESS WHEREOF the Board and the Association have each caused this agreement to be duly executed by their respective presidents and secretaries. The undersigned parties hereby agree:

For the Board:	For the Association:
Robin Zawodniak	Gail Maher
Ernest Bongiovanni	Eugene DeLutio
Michael McArthur	Robert Leach
Dori Molloy	Joseph Nardino
Allison Connolly	Kathryn Haelig
	Carmen Sicurella
	Joanne Byrne

COMMON LANGUAGE

ARTICLE 1

RECOGNITION

The Board of Education of Wall Township (hereinafter referred to as "the Board") and the Wall Township Education Association (hereinafter referred to as "the Association") do hereby agree that the welfare of the children of Wall Township is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

A. The Board hereby recognizes the Wall Township Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all professional certificated staff, clerical personnel, and support staff personnel, part-time and full-time, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board including:

Athletic Trainer

Board Certified Behavior Analyst (BCBA)

Bus Driver

Cafeteria Worker

Career/Job Placement Counselor

Classroom Teacher

Cooperative Industrial Education Coordinator

Custodian

Department Chairperson

Family Liaison Counselor

Guidance Counselor

Learning Disabilities Teacher Consultant

Librarian

Maintenance Personnel

Mechanic

NNDCC/NOTC/NJROTC Personnel

Nurse

Occupational Therapist

Paraprofessional

Physical Therapist

Psychologist

Reading Specialist

Resource Center Instructor

Secretary

Social Worker

Special Education Instructor

Speech Therapist

Student Assistance Counselor

Transition Coordinator

Transportation Dispatcher

Unit Chairperson

and all others not listed above

but excluding:

Superintendent Assistant

Superintendent

Assistant to the Superintendent

Business Administrator

Comptroller

Principals

Assistant Principals

Director of Special Services

Director of Operations

Director of Technology

Director of Technology & Media

Network Manager

Curriculum Coordinator

Adult School Director

Athletic Director

Department Supervisors

Curriculum Assistant

Supervisory and confidential employees as defined In New Jersey Statutes

Business Administrator Secretarial Assistant

Data Processing Coordinator

Administrative Assistant

Management Services Director

Human Resources Coordinator

Human Resources Assistant

Central Office & Business Office Secretaries & Personnel

Technology Staff Members

1. Unless otherwise indicated the term "teachers", when used hereinafter in

this agreement, shall refer to all professional employees; the term "secretary" shall refer to all clerical employees; the term "custodian" shall refer to all custodial, maintenance, grounds, and mechanic employees; the term "cafeteria" shall refer to all food service employees; the term "aides" shall refer to all instructional and non-instructional aides; the term "mailman" shall refer to the district mail carrier; the term "bus driver" shall refer to all those driving buses and vans; the term "employee" shall refer to all employees represented by the Association in the negotiating unit as above defined.

2. It is agreed that the Board has the right to create new classifications during the life of this Agreement. Whenever, new classifications of support staff personnel are created, the Board shall notify the Association of the classification and the salary guide assigned. If requested, the Board will discuss clarification with the Association before the job is posted.

ARTICLE 2

NEGOTIATION PROCEDURE

A. Deadline Date

The parties agree to enter into collective negotiations over a successor agreement provided the Association represents the majority of employees in the bargaining unit, in accordance with Chapter 303 Public Law 1968 as amended by Chapter 123, P.L. 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of teachers, secretaries, bus drivers, paraprofessionals, cafeteria workers, custodians, maintenance personnel, grounds persons, mechanics, and mail carriers employment. Such negotiations shall begin in accordance with a time established under the rules and regulations of the Public Employment Relations Commission. Any Agreement so negotiated shall apply to all employees, be reduced to writing and be signed by the Board and the Association upon ratification by the Board and the Association.

B. During negotiations, the Board and the Association shall present relevant data and

exchange points of view. The Board shall make available to the Association for inspection all pertinent records, data and information of the Wall Township School District. The Board shall provide the Association with a complete, tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations subsequent to the County Superintendent's approval.

- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. The negotiating representatives shall submit all tentative agreements contained in the memorandum of understanding to their respective parties who retain final authority to accept or reject them.
- D. This agreement incorporates the entire understanding of the parties on all matters which were negotiated.
- E. Proposed new rules or modifications of existing rules shall be bargained with Association before they are enacted, as provided for in the N.J.S.A. 34:13A-53.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined by this Agreement, with any organization other than the Association for the duration of this Agreement.
- G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

A.Definitions

Grievance

A "grievance" is a complaint by which an employee or employees in the bargaining unit, or a bargaining representative, may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems affecting employees. Both parties agree that these proceedings

will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Principles

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible by changing all references to working days or school days in Section D., Procedure to calendar days, except that in no event shall a party have less than five (5) calendar days to take action.

All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. This file shall be maintained until such time as final decision is made, at which time all records except the final decision shall be destroyed.

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

D. Procedure

Any member of the Association who has a grievance shall discuss it with his or her immediate supervisor or principal in an attempt to resolve the matter informally at that level. In the event that the member has no immediate supervisor or principal in their building, they are to report the grievance to the Business Administrator. The principal or immediate supervisor shall give his/her decision on the matter within five (5) school days of the date of the discussion. To be considered, the employee must initiate a grievance within thirty (30) calendar days of its occurrence.

The Association member may appeal this decision in writing to the Business Administrator or the Principal, according to the district's current organizational chart, within five (5) school days. The Business Administrator or the Principal shall have the option to meet with the Association member and their representative and then will communicate his/her decision in writing to the Association member within five (5) school days of receipt of the written complaint.

If the grievance is not settled at the above step, the grievance shall proceed in writing to the Superintendent of Schools within five (5) school days of the above decision. The Superintendent shall receive a report on the grievance and shall take such steps as he/she deems necessary and desirable. Either party may request a private conference. The Superintendent shall determine whether a conference is necessary. The Superintendent shall attempt to resolve the matter as quickly as possible, within a period not to exceed ten (10) school days. The Superintendent shall communicate the decision in writing, along with supporting reasons, to the Association member, the principal or immediate supervisor, and the Association.

In the event that the grievance is not resolved at the Superintendent level, the following process should be followed:

For Teaching Staff:

If the grievance is not resolved to the Association member's satisfaction, the Association member may request a review by the Board within five (5) school days. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related materials and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the Association member if requested, and render a decision within thirty-five (35) calendar days.

If the Association is dissatisfied with the determination of the Board and in the further event that the grievance involves the interpretation of application of this contract, but does not involve a tenure charge (18A:6-10), withholding of an increment (18A:29-14), or a non-renewal of a non-tenured teacher's contract (18A:27-10), then a request for arbitration shall be made by the Association within fifteen (15) calendar days following the determination by the Board, with a copy sent to the Board. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission (P.E.R.C.) as to the selection of an arbitrator. The Arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties. The compensation of the Arbitrator shall be borne equally by the parties. Failure by the grievant at any step of this procedure to appeal a grievance to the next step within a specified time limit shall be deemed to be acceptance of the decision rendered at that step. Failure at any step of the procedure to communicate a decision of the grievance to the grievant within the specified time limits shall automatically advance the grievance to the next level.

2) For Support Staff:

If the grievance is not resolved to the Association member's satisfaction, the Association member may request a review by the board within five (5) school days. The request

shall be submitted in writing, through the Superintendent of Schools, who shall attach all related materials and forward the request to the Board. The Board or a committee thereof, shall review the grievance and may hold a hearing with the Association member if requested, and granted by the Board, and render a decision within thirty-five (35) calendar days.

If the grievance is not resolved at the above step, the Association may request within fifteen (15) calendar days arbitration using the following procedure provided the dispute concerns the application, meaning or interpretation of the Agreement.

- a. The Superintendent and a representative of the Association will attempt to select a mutually satisfactory arbitrator.
- b. If the parties are unable to determine a mutually satisfactory arbitrator within fifteen (15) days, the Public Employment Relations Commission (PERC) may be requested by either party to submit a list of five names. Both the Board and the Association shall have the right to strike names alternately from the list, with the Board striking first, until there is one name left. The remaining person shall be the arbitrator.
- c. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission (PERC). The Arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be binding on the parties.
- d. All costs of, and expenses incurred by the Arbitrator, shall be shared equally by the Board and the Association.
- e. Failure by the grievant at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step. Failure at any step of the procedure to communicate a decision of the grievance to the grievant within the specified time limits shall automatically advance the grievance to the next level.

ARTICLE 4

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning: the financial reports, audits, register of certificated personnel, agendas, minutes of all open public Board meetings, and census data (names and addresses of all Association members).

The term "representative" used herein shall apply to any employee(s) representing the bargaining unit.

- B. Whenever any representatives of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the employee shall suffer no loss in pay.
- C. Representatives of the Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official association business on school property at all reasonable times after regular school hours or during regular school hours with the approval of the principal or the designee.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Prior approval shall be required by the building principal. In case of an evening meeting or workshop involving outside groups named in (C) above, all such organizations will complete the necessary forms required by the Board for the use of school facilities.
- E. With prior approval of the principal, the Association shall have the right to use school facilities and equipment including typewriters, copy machines, computers and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall supply all materials and supplies necessary to such use. It shall be the obligation of the Association to provide qualified, adequately trained personnel to operate the equipment. The Association shall be held responsible for any damage to the equipment. The Association shall submit to the Board Secretary copies of receipts for materials and supplies used in equipment referred to above.
- F. The Board will provide space for a bulletin board. The Association shall have the right to install a bulletin board for its exclusive use in staff lounges and staff work rooms.
- G. The Association shall have the right to use inter-school mail facilities, school mail boxes and electronic mail. The exception that there shall be no bulk mailing.
- H. The rights and privileges of the Association and its representatives as set forth in the agreement may be granted only to the Association as the exclusive representative of the employees and to no other organization.

- I. The President and Grievance Chairperson of the Association shall not be scheduled for homeroom or duty periods, but will be given this time for Association business. The President and Grievance Chairperson of the Association will receive one (1) period of released time, per day, so as to conduct Association business. This period will be in addition to other duty free periods as stated above.
- J. Professional days for representatives of the Association to attend state and national conferences and conventions may be taken under Article 35 Paragraph "B".
- K. No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any criticism of an employee by a supervisor/administrator shall be made in confidence and not in the presence of teachers, parents, students, other employees, or a public gathering. The Association and the Board agree that any discipline towards any member of the association shall be progressive in nature and corrective in its action.
- L. Whenever any employee is required to appear before the Superintendent, the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in the office, position or employment, or the salary or any increments pertaining thereto, then the employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him or her during such meeting or interview.
- M. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates (NEA, NJEA, MCEA, WTEA).

ARTICLE 5

DEDUCTION FROM SALARIES

A. The Board agrees to deduct from the salaries of its employees dues for the Wall Township Education Association, the Monmouth County Education Association, the New Jersey Education Association, the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Wall Township Education Association authorizes the distributing officer of the school district to transmit all monies

deducted from the earnings of employees in the bargaining units represented by this association as membership dues, representative fee, or voluntary contribution deductions to the New Jersey Education Association (NJEA), 180 W. State St., P.O.Box 1211, Trenton, NJ 08607-1211. The distributing officer of the school district shall provide records of monthly employee associations related contributions, contributions breakdown summary and any corrections shall be transmitted to the Treasurer of the Wall Township Education Association on the last payroll day of each month following the monthly pay period in which deductions were made. Employee authorization shall be in writing on the current "Authorization To Deduct Association Membership Dues" form.

B. Agency Shop

Under the terms of Public Law 1979, Chapter 477, a representation fee will be deducted from the paychecks of all bargaining unit members who do not join the Association. This representation fee amounts to 85% of the yearly dues.

ARTICLE 6

MISCELLANEOUS PROVISIONS

- A. This agreement constitutes Board policy, insofar as said policies have been incorporated herein, for the term of said agreement, and the Board and the Association shall carry out the commitments herein and give them full force and effect as Board policy.
- B. If any provision of this agreement or any application of any provision of this agreement to any employee or group of employees is held to be contrary of law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If any individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system will clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, age or marital status.

- E. Copies of this agreement shall be published at the combined expense of the Board and the Association. The Board shall be limited to 50% of the cost.
- F. Name badges/security badges must be worn at all times by all staff assigned a badge.
- G. The Superintendent or his/her designated representative shall post in all buildings where unit members work, a listing of any vacancy that may occur so that members of the Association may apply for such vacancy. The posting will be in effect for ten (10) days. In filling these vacancies, the Board shall consider the qualifications, background, and other relevant factors, including years of service within the School District. The parties recognize, however, that the filling of these vacancies is a prerogative of the Board and the decision of the Board with respect to such matters shall be final. All new or vacant positions of a permanent nature must be posted.
- H. Each secretary shall, upon request with twenty-four (24) hour notice, be given an opportunity to review any evaluation of his/her work performance or conduct during the term of this Agreement and included in his/her permanent personnel folder. The secretary may file a written response to such materials and upon request, such response will be forwarded to the Superintendent for review, and will then be attached and retained with the particular document concerned. Each secretary will be provided with a copy of any evaluation, reprimand, or other document that is to be placed in his/her personnel folder.
- I. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either of both the parties at the time they negotiated or signed this Agreement, except as may otherwise be provided herein.
- J. Effective July 1, 2011, prescription co-payments shall be modified from \$3/\$10/\$5,\$15 mail order to \$10/\$20/\$20,\$40 mail order for all members of the bargaining unit covered by the Collective Bargaining Agreement in effect between the parties.

ARTICLE 7

EXTENDED LEAVES OF ABSENCE

Maternity and Child Care Leave

(Language is subject to change based on negotiations following court decisions).

The Board shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations:

- A. The Board may remove any pregnant employee from her working duties on any one of the following bases:
- 1. Her work performance substantially declines from the period preceding pregnancy.
- 2. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:
 - a. The pregnant employee fails to produce physician's certificate that she is medically able to continue working, or the Board's physician concludes that she is unable to continue working.
- 3. Any other just cause that is found to exist in N.J.S.A. Title 18A.
- B. The Board shall grant a leave of absence for medical reason associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. Title 18A:30-1 et seq.
- C. It is recognized that an employee's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both prenatal and postnatal, during this time the employee voluntarily suspends his or her working career to care for the newborn child.

Disability Phase

- a. An employee shall notify the Superintendent of Schools of her pregnancy as soon as it is medically confirmed. Any employee seeking such leave shall apply to the Board within sixty (60) days prior to the beginning of leave unless an emergency prevents such notice.
- b. At the time of application, the employee shall specify in writing the date on which he or she wishes to commence leave and the date on which he or she wishes to return to work after birth.
- c. An employee is required to produce a certificate from her physician in support of the requested leave dates. Where the projected disability period exceeds four (4) weeks in

either the prenatal or postnatal period, the employee's physician shall give specific reasons for the period so certified.

- d. Any employee granted maternity leave without pay according to the provisions of this section may at his or her decision elect to use all or any part of the accumulated sick leave during the period of such absence and receive full pay and benefits for the same. The employee shall indicate on his or her application whether or not he or she elects to exercise this right.
- e. The physician's certificate is subject to agreement by the Board's physician based upon the employee's medical records and upon consultation with the employee's physician. If after such analysis, the Board's physician and the employee's physician are unable to agree, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the medical issue. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board. Following the grant of such leave to any employee, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time, provided the employee produces a physician's certificate in support of the requested change. This certificate is subject to agreement by the Board's physician as above provided.

Child Care Phase:

- A. Where the requested leave dates are beyond the period of disability associated with pregnancy and is for childcare purposes as defined above, the tenured employee shall be entitled as a matter of right, and at his or her discretion to a child care leave:
 - 1. for the balance of the school year in which the birth occurred.
 - 2. if the birth occurred less than ninety (90) working days from the end of the school year, for the balance of the school year in which the birth occurred and the entire following school year.
- B. The Board need not grant or exceed the leave of any non-tenured employee beyond the end of the contract school year in which leave was obtained.
- C. An employee returning from a pregnancy leave shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled.

- D. An employee who becomes pregnant while on a child care phase leave of absence shall be entitled to all of the rights hereunder.
- E. The Board is under no compulsion to continue the employment of a non-- tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The maternity leave period shall not be counted for tenure purposes.
- F. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step and credit for longevity if he or she works more than ninety (90) working days during the year. Working ninety (90) days or less does not allow for advancement on the salary guide or credit for longevity.
- G. Upon return from a maternity leave of absence, the employee shall be reinstated in his or her same or similar position for which he or she is certified. The following year, the employee shall be returned to the same position subject to the Board's right to make involuntary transfers.

ARTICLE 8

JURY DUTY

A. Employees serving jury duty will limit their days of absence to the days of actual jury service. They shall receive their regular salary during the time of service and will turn over the jury duty check to the Board up to the amount of their salary.

ARTICLE 9

EXTENDED LEAVES OF ABSENCE

1. Association Activities

The Board agrees that up to one (1) .Association member, designated by the Association, shall upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

2. Peace Corps

A leave of absence without pay of up to two (2) years shall be granted to any employee who joins the Peace Corps, Vista National Teacher Corps, or serve as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or

accepts a Fulbright Scholarship.

3. Military Leave

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 or to the spouse of any employee who is so inducted or who enlists to join him or her for the period of special training in preparation for duty overseas in combat zones.

4. Adoption

An employee adopting an infant child may receive similar leave which shall commence upon the employee receiving "de facto" custody of said infant, or earlier if necessary, to fulfill the requirements of the adoption. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Wall Township School District in their area of certification or competence.

5. Family Illness

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

6. Public Office

The Board shall grant a leave of absence without pay to any employee to campaign for or serve in public office.

7. Other Leaves

Other leaves of absence without pay may be granted by the Board for good reason.

8. Senioritu

Any employee who, for purposes of maternity, extends her/his leave to additional contract years shall not accrue seniority for those additional years.

9. Leave Benefits

Upon return from leave granted pursuant to Sections 1, 2, or 3, of this Article, an employee shall be considered as if he or she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he or she would have achieved if the employee had not been absent; provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. An employee shall not receive increment credit for time spent on leave granted pursuant to Sections 5, 6, 7, or 8 of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

10. Requests for Extended Leaves

Requests for extended leaves of absence, and extensions of same, are to be made on or before April 1st of the preceding year. (Exceptions to the deadline on: 4, 5, 6). Every effort will be made to have extended leaves of absence start at the beginning of a

school year (September) and conclude at the end of a school year (June). (This is recommended so as to allow reasonable time to secure capable replacements and so as to cause the least amount of disruption to a continuing school program).

Requests for extended leaves of absence are to be presented in writing to the Superintendent of Schools by April 1st in order that formal Board action can be taken at the annual May meeting. The applicant is to be advised of Board action in writing, within one (1) week of the regular May meeting.

ARTICLE 10

LABOR-MANAGEMENT CONFERENCES

- A. To promote harmonious relations between the Association and the Board, both parties agree to set up a semi-annual labor/management conference to discuss matters of mutual interest.
- B. These meetings can be called by either the Association or the representatives of the Board at a time and place of mutual convenience of both parties, and shall discuss whatever issues are involved. The side that calls for the meeting shall submit an agenda to the other party involved. These meetings are not intended to circumvent the grievance procedure.

ARTICLE 11

DEATH IN FAMILY

A. Each employee is entitled to:

Seven (7) consecutive days for death in family (spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, sister, brother, brother- in-law, sister-in-law, aunt, uncle, grandparents, grandchildren, niece, nephew, or any other members of the immediate household).

Employees must submit bereavement documentation upon request.

ARTICLE 12

INSURANCE COVERAGE - BLUE CROSS BLUE SHIELD

(Current carrier with equal or better coverage.)

Changes agreed to: (This language does not apply to Paraprofessionals)

A. Mental Health coverage to be corrected based on the Mental Health Parity Act which took effect January 1, 1998.

- B. Emergency Room Care: \$50.00 co-pay, waived if admitted (or current carrier).
- C. In-patient & outpatient Rehab (i.e. Speech, Physical Therapy, Cognitive Therapy, Occupational Therapy: Maximum 60 visits or current carrier).
- D. All applicable contracts will be covered by the Wall Township School District's Health Benefits Plan. The out-of-network deductible will be \$100/\$250 or current carrier.
- E. Beginning July 1, 2001, any employee shall have the option of surrendering coverage under this article and any related insurance articles, in exchange for a lump sum cash payment of \$4500.00 for family coverage, and \$2000.00 for single coverage. Said payment shall be made in two (2) installments on January 30th and June 30th of the contract year in which benefits are surrendered. Each employee opting to surrender benefits provided under Articles 27, 48, 60, 92, and 110 shall notify the Board Office no later than December 1st preceding the next contract year in which the employee will receive a stipend in lieu of benefits. Employees who accept the lump sum cash payment will be surrendering all benefits under Articles 27, 48, 60, 92, and 110. (Medical, Dental, and Prescription) Surrender of benefits for the following year shall not be considered automatic. Every employee shall be considered as covered unless and until such time as an employee shall affirmatively notify the Board that he/she is continuing to surrender benefits in return for the aforestated stipend.

If an employee has family coverage, and opts to surrender this family coverage, he/she cannot opt to surrender family coverage, receive the monetary cash payment for such, and then wish to maintain single coverage, at the Board's expense. When an employee opts to surrender medical, dental, and prescription coverage under this Article, the employee is surrendering all medical, dental, and prescription coverage through the Board, family or single, for that school year.

The Board establishes a Section 125 Plan. A copy of the plan shall be kept on file in the Board Office with a copy to the Association.

F. Health insurance contributions shall continue in accordance with the State Contribution Schedule Tier 4, but shall contribute no more than 18% of the total cost of health insurance benefit levels selected by the unit member.

ARTICLE 13

DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 2016 and shall be effective until June 30,

2019 subject to the Association's right to negotiate a successor agreement as provided in the Negotiation Procedure. Language and salaries are retroactive to July 1, 2016.

B. In witness whereof, the Association has caused this agreement to be signed by its President and Negotiators and the Board has caused this agreement to be signed by its President and Negotiators located on page 6 of this document.

ARTICLE 14

MILEAGE

A. Employees shall be reimbursed at the New Jersey Office of Management & Budget (NJOMB) rate, per mile, for using their personal car when required to travel inside or outside the township in the course of employment, at the request of the administration. If the nature of a position changes substantially to include commuting among the district schools, the employee, upon the recommendation of the Superintendent, shall be reimbursed at the prevailing NJOMB rate.

ARTICLE 15

SICK LEAVE BANK

A Sick Leave Bank Program shall enable members who are entitled to sick leave under <u>N.J.S.A.</u> 18A:30-10, and face a catastrophic health condition or injury, to draw needed days of sick leave, donated from other employees, in addition to any days to which they are otherwise entitled. To implement a Lick Leave Bank, pursuant to <u>N.J.S.A.</u> 18A:30-10 and 11, with the following conditions and interpretations:

- 1. A catastrophic health condition or injury is a condition or combination of conditions that is life threatening.
- 2. The distribution of the voluntarily donated sick days shall be closely regulated and granted only after approval by a Sick Leave Bank Committee (SLBC). The SLBC will be comprised of six members, three chosen by the Board of Education and three from the WTEA. The committee members shall sign an agreement of confidentiality, recuse themselves from voting if that committee member of family member of the committee member is requesting days from the Sick Leave Bank, be appointed each year by either the Board of Education or the Executive Council of the WTEA and conduct a year-end review of the program and recommend necessary changes.
- 3. The Sick Leave Bank shall be available to all WTEA members signing an agreement to

join. Employees shall be given to enroll and become a member of the Sick Leave Bank program yearly. Members must enroll by September 15th.

- 4. Members must contribute at least one (1) sick day, annually, to be a member of the Sick Leave Bank. Members may donate any number of their own sick days to the Sick Leave Bank program for the school year. Once contributed, the sick days shall be returned to the member. If a member decides to no longer participate in the Sick Leave Bank, the member shall not be entitled to reimbursement of the sick days he/she previously contributed to the Sick Leave Bank.
- 5. If at any time the number of available days in the Sick Leave Bank falls below fifty (50) days, all current members of the Sick Leave Bank program will be asked to contribute one (1) day. The additional enrollment period shall last no more than ten (10) working days. Members who are on extended leaves of absence or sabbaticals will neither be required to contribute to nor be allowed to draw on the Sick Leave Bank.
- 6. Any member who has a catastrophic health condition or injury may apply for sick leave days from the Sick Leave Bank program. A member will initiate a request or an application to use the Sick Leave Bank through the President of the Association. At that time, the member's medical practitioner/physician's statement will be completed. Once the "Request to Utilize" and the physician's statement are received, the SLBC will be called to meet to discuss the specific request. An approval of four (4) members needs to be received for the request to be approved. The identity of the member making the request will NOT be shared outside of the committee.
- 7. Sick days granted and awarded from this BAnk will apply only in cases where the member will need to be out of work for a minimum of thirty (30) school days, as documented in the member's medical practitioner/physician's statement. No more than sixty (90) sick days may be granted to any one member per occurrence. The SLBC will analyze the validity and eligibility of each request and submit written approval or denial to the member. The request cannot be appealed to the Superintendent and must follow the provisions, standards and procedures of the Sick Leave Bank. Decisions shall be final and binding and shall be excluded from the contractual grievance procedure up to and including binding arbitration. Any member obtaining approval to receive sick days will be required to donate at least one (1) sick day upon his/her return to work to be eligible for the program in the future. Upon the member's return to work, all unused sick days provided by the SLBC shall be donated back to the Sick Leave Bank.

ARTICLE 16

PREVENTATIVE CARE

Preventative flu shots shall be offered by the school nurse according to a schedule established by the administration at no cost to the employee.

ARTICLE 17

REIMBURSEMENT OF SICK LEAVE-UPON RETIREMENT

Fifteen (15) years of service in the district is required to participate in this reimbursement. Retirement will be as per the statutory definition. The Board must be notified by December 15th for reimbursement to occur by the following July 1st. If this notification is not given, the employee must wait until the following July 1st.

Teachers - \$60.00 per day to a maximum of \$12,000.00

Secretaries - \$50.00 per day to a maximum of \$6,250.00

Cafeteria - \$50.00 per day to a maximum of \$6,250.00

Paraprofessionals - \$20.00 per day to a maximum of \$3,000.00

Custodian - \$40.00 per day to a maximum of \$4,000.00

Maintenance - \$40.00 per day to a maximum of \$4,000.00

Mechanics - \$40.00 per day to a maximum of \$4,000.00

Bus Drivers - \$40.00 per day to a maximum of \$4,000.00

TEACHERS

ARTICLE 18

TEACHER RIGHTS

- A. The parties agree to TEACHER RIGHTS as defined in Chapter 303, Public Laws 1968, as amended by Chapter 123, P. L. 1974.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he or she may have under New Jersey School Laws or other applicable laws and regulations.
- C. The teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the school district based upon the teacher's professional judgment. The Board has final supervisory power to review student grades and evaluations, but shall not make any change without

receiving a report from or consulting with the teacher involved, the building principal involved, and at least one other teacher teaching either the same grade or the same subject matter area.

ARTICLE 19

PERSONAL AND ACADEMIC FREEDOM

A. Where the observable behavior of a teacher may be damaging to the image of the profession or could have the capacity to affect the lives of the students, the Board then has the right to make appropriate judgments. In all other matters, the personal life of a teacher is not an appropriate concern or attention of the Board except as it may prevent the teacher from performing the assigned functions during the work day.

B. Academic Freedom

According to existing Board policy on Controversial Issues and subject to changes as subsequent Board policy may dictate. Board policy is stated in the policy book.

ARTICLE 20

SCHOOL CALENDAR

- A. A joint committee comprised of the Board, the Association and the Superintendent shall meet on or about January 1, but not later than February 1, to consult on a school calendar for the ensuing school year.
- B. If this joint committee cannot reach mutual agreement on a proposed school calendar, the Association representative shall have the right to meet with the Board not later than February 15 to present its viewpoints and proposals regarding the calendar.

C. In-service Days:

Three (3) in-service days, one hundred eighty six (186) total workdays for professional staff.

ARTICLE 21

TEACHING HOURS AND TEACHING LOAD

A. The parties agree that teachers are to commence and terminate the school day in accordance with the following schedule:

Primary teachers:

Commence twenty (20) minutes prior to pupil hours. Terminate twenty (20) minutes

after pupil hours.

Elementary teachers:

Commence fifteen (15) minutes prior to pupil hours. Terminate fifteen (15) minutes after pupil hours.

Intermediate teachers:

Commence ten (10) minutes prior to pupil hours. Terminate ten (10) minutes after pupil hours.

High School teachers:

Commence ten (10) minutes prior to pupil hours. Terminate ten (10) minutes after pupil hours.

The above hours are based on present school hours for students:

Primary 6 hrs. 20 mins (incl lunch)

Elementary 6 hrs. 15 mins (incl lunch)

Intermediate 6 hrs. 40 mins (incl lunch)

High School 6 hrs. 42 mins (incl lunch).

- B. All teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" and "sign-out" roster.
- C. It shall be the responsibility of the teaching staff members, as well as the Board, to provide the highest quality educational program to every student in the school district. Teachers are encouraged to participate in all activities of the school; particularly those activities in which their students are involved.
- D. The Board shall continue to recognize that teacher and department efficiency results from optimum teaching loads and hours or pupil contact, and shall continue its effort to maintain the same.
- E. Efforts shall be made so that regular classroom teachers in the Intermediate School and the High School shall not be required to change subject area teaching stations more than two times during the school day. Due to increased student population more than two (2) moves may be necessary for staff. However, no staff will be required to move more than three (3) times. Teachers shall accept flexibility in cases of innovation and curriculum change.
- F. Teachers shall have a daily duty-free lunch period in accordance with the State Board

of Education regulations, and in accordance with present practice.

- G. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period so long as said teachers sign out and sign in.
- H. No meetings, conferences, or interviews shall be scheduled with the teachers by the Administration during this duty-free lunch period.
- I. Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings three (3) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than fifty (50) minutes. If travel between buildings is required, such meetings shall begin no later than thirty (30) minutes after student dismissal. This section does not apply to Association meetings needed for self-evaluation in preparation for State and Middle State evaluations. All new teachers are required to participate in workshops concerned with the educational program of Wall Township.
- J. Teachers may be required to remain after the end of the regular workday for the purpose of giving students extra help, for helping students who have been absent due to illness, etc., one (1) afternoon each week. Efforts will be limited to no more than one (1) hour.
- K. An Association representative may speak to the teachers at any meeting referred to in "I" above for at least ten (10) minutes at the end of the meeting.
- L. When possible, the notice and the agenda for any meetings shall be given to the teachers involved prior to the meeting. Teachers shall have the right to suggest items for the agenda.
- M. K-5 self contained teachers, shall have, in addition to their duty-free lunch period, six thirty-minute preparation periods weekly, during which they shall not be assigned to other duties. Special Area teachers, which include, Technology, Art, Music and Physical Education, shall have, in addition to their duty-free lunch period, five forty-minute preparation periods weekly, during which they shall not be assigned to other duties.

Prep time for part-time teachers: Paid daily prep time will be prorated based on the number of hours worked in relation to full-time teachers. Teachers with large unpaid

gaps in their workday, will be provided with a daily forty (40) minute prep period. Even though this extra time may put part-time teachers over twenty (20) hours of work per week, they will not be entitled to benefits, but will be paid for this prep time.

- N. Teachers participating in extracurricular activities during the regular school day and beyond the school day shall be compensated according to the currently existing negotiated guide.
- 0. Elementary school teachers may be required to participate in evening parent conferences up to a maximum of two (2) evenings per school year during the Fall conference schedule. Such meetings shall not exceed the allotted time frame of daytime conferences. On days that evening conferences are scheduled, the teacher shall be dismissed fifteen (15) minutes following the student half-day dismissal.
- P. K-8 students will be released after the required minimum school day the last three (3) days of the school year in order to permit teachers (K-8) time for the necessary end-of-the-year reporting.
- Q. The days of final exams at the High School, at the end of the school year, will be half days for all high school teachers.
- R. Flex Time: (Guidance Counselors & Substance Awareness Counselor): Flex time will be permitted for guidance counselors in order to conduct college fairs, etc., beyond the regular workday and for the Substance Awareness Counselor to conduct parent meetings, seminars, etc., beyond the regular workday with prior approval of the principal. The amount of time that is spent beyond the regular workday to conduct such events, will be made up during the hours of regular time the guidance counselors and substance awareness counselors work. This equal amount of time must be made up during the same week that the after school event(s) took place. No flex time may be carried over to another week.
- S. 1. High School Teaching Loads (Block Schedule)

Block Schedule:

The teaching assignments defined below are scheduled over two (2) days (A and B day).

5 <u>Block Teacher:</u> The 5 block teacher teaches 3 block classes on one day (A or B) with 0.5 Prep, 0.5 Curriculum Development, and a duty free lunch. He/she then teaches 2 block

classes on the other day (A or B) with a 0.5 Prep, 1.5 Duties and a duty free lunch.

Teachers who are assigned a unit lunch support class will be scheduled for 1/2 block each day (A & B) for a full year which is equivalent to 1 of the 5 block teaching assignments.

Unit lunch support teachers' duty time of 1.5 blocks will be distributed over a 2 day period. Unit lunch support class times are teaching assignments.

6 Block Teacher: The 6 block teacher teaches 3 block classes on one day (A or B) with 1 Prep and a duty free lunch. He/she then teaches 3 block classes on the second day (A or B) with a 0.5 Prep and 0.5 Curriculum Development and a duty free lunch.

5.5 <u>Block Teacher One Semester</u>: The 5.5 block teacher teaches 3 block classes on one day (A or B) with 1 Prep and a Duty free lunch. He/she then teaches 3 block classes on the second day (A or B) with a 0.5 Prep and 0.5 Curriculum Development and a duty free lunch.

Other Semester: The 5.5 block teacher teaches 3 block classes on one day (A or B) with 0.5 Prep, 0.5 Curriculum Development and a duty free lunch. He/she then teaches 2 block classes on the other day (A or B) with 1 Prep, 1 Duty and a duty free lunch.

5.5 Teachers who are assigned a unit lunch support class: The 5.5 block teacher who is assigned a unit lunch support class teaches 3 block classes on one day (A or B) with 0.5 Prep, 0.5 Curriculum Development, and a duty free lunch. He/she then teaches 2 block classes on the other day (A or B) and a unit lunch support class with 1 Prep, 0.5 Duties and a duty free lunch.

<u>Teachers who are assigned a unit lunch support class will be scheduled for 1/2 block every other day (A or B) for a full year:</u> This is equivalent to .5 of the 5.5 block teaching assignments. Unit lunch support class times are teaching assignments.

The following are the maximum teaching loads for teachers in each department:

English and History Departments: 5 classes

Science, Math, and Computer Science Departments: 5.5 classes

Special Education Department: 6 classes

Art. World Language, and Music Departments: 6 classes

Technology Education, and Physical Education/Health Departments: 6 classes Home Economics (Family Life & Consumer Sciences): 6 classes

Teacher compensation to teach an additional class at the high school, beyond their maximum teaching load will earn two-eleventh (%.5) of their salary as compensation. The compensation will be prorated dependent on the number of days the class is taught by the teacher. Compensation will be paid in accordance with payroll schedules.

T. Intermediate School Teaching Loads (Ten-Period Schedule)

5 classes - HR - 1.5 duties - 1.5 preps - 1 curriculum development - 1 lunch

Staff members assigned more than 5 but less than 6 full classes each day shall be assigned duties to fulfill their contractual teaching and student contact assignments.

6 classes - HR - 0.5 duties - 1.5 preps - 1 curriculum development - 1 lunch

Teacher compensation to teach an additional class at the intermediate school, beyond their maximum teaching load will earn one sixth (%) of their salary as compensation. The compensation will be prorated dependent on the number of days the class is taught by the teacher. Compensation will be paid in accordance with payroll schedules. Intermediate maximum teaching load is 6 classes.

"Academic Support Period" is a duty class period, not a teaching period. Teacher lesson plans and student grades are not required for this period. In addition, this time will not be used as a period for the purpose of formal classroom observation. Teachers will be scheduled to an assigned room or area. Students may elect to go to the special education teacher during the "Academic Support Period" as they would any other unit support teacher for the purpose of:

Monitoring student study time

Extra help

Make-up work for tests

Any other activities that the teacher may determine necessary.

- U. Back to School Nights:
- 1. The Board shall cause administrative staff to produce a calendar which identifies the dates of Back to School Nights for all schools no later than the end of the Spring term immediately preceding the scheduled Fall Back to School Nights for the following school year.
- 2. Teaching staff members who attend Back to School Nights shall verify their presence

in the building in order to ensure adequate coverage for Back to School Night functions. Attendance at Back to School Night is mandatory and if an employee fails to attend, the employee will be charged one-half (1/2) of a personal day.

3. A teacher's unexcused absence at Back to School Night will be reviewed on a case by case basis by Administrative Staff in consultation with the Association. Failing to provide an appropriate reason for absence, i.e., emergency, sickness and/or a personal commitment involving the payment of moneys in excess of \$100.00, which the Association member shall document, had been committed prior to the production of the Back to School Night calendars, proposed in accordance with Paragraph #1 above, and approved by the Board, the teacher shall, upon finding of just cause, be charged with one-half (1/2) of a personal day.

V. Curriculum Development Period:

1. High School

The curriculum development period shall be used solely for the purpose of developing curriculum. The development of such curriculum shall be assigned by the content area supervisor and/or the building supervisor. The same individual shall develop the language, which will serve as rules for the curriculum development. Such curriculum development period is applicable only to the high school and will not replace summer curriculum development.

2. Intermediate School

Each staff member shall receive a curriculum development period each day for purposes of curriculum mapping, development of common assessments, development of quarterly of benchmark assessments and other topics related to curriculum enhancements in the school. However, this shall not be used for curriculum writing.

W. All staff members will be required to undertake modifications to the curriculum writing without additional compensation, provided that they perform these tasks during the contractually mandated school day or contractually required after school tasks. This shall not apply to any regularly scheduled preparation periods during the teacher work day. Modifications are collegial dialogue and minor changes to a portion of a lesson/unit.

Compensation shall be as follows:

- Ten (10) hours for the development of new curriculum content m
- Five (5) hours to revise a curriculum content map

Staff members shall be provided samples of "Examples of curriculum maps" to serve as models for writings, as well as definitions for curriculum mapping revisions.

- X. Whenever an Association member, at the request of the Superintendent, agrees to serve as a workshop trainer or tutor of other Wall Township employees, the Association member shall be paid for two (2) hours of work. These two (2) hours represent one (1) hour of preparation time and one (1) hour for the workshop. Such Association members shall be paid for their time at the "Workshop Trainer/Tutor" hourly rate. Should the presenter need more time, he/she needs prior approval of the Superintendent.
- Y. Flat summer rate shall be fixed at fifty-three dollars (\$53.00) per hour for all certified staff. All other non-certificated staff rates for summer work shall be hourly.
- Z. The Preschool Handicapped teachers voluntarily agree to work more than four (4) hours straight without a break due to scheduling. Because of this arrangement, these teachers will not be scheduled for any other duties during their work day. It is also agreed that if any of the Preschool Handicapped teachers decide not to work this arrangement, it will resort back to its original schedule.
- AA. With High School Central Detention scheduled beyond the regular workday, the teacher/teachers who voluntarily agree to work detention, will work a day consisting of periods 2 -10 or 3 -11. This is strictly voluntary and cannot be assigned by administration.

ARTICLE 22 TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his or her proper step of the salary schedule as of the beginning of each school year.
- B. The basis for placement of newly hired teachers on the salary guide shall be equivalent years of experience to that of a teacher currently employed in the district. However, the starting salary step for teachers entering the district may be set at no less than one-half of their accumulated public school teaching experience and/or

related industrial experience. Additional credit, not to exceed four years, will be given for military experience.

- C. Teachers with previous teaching experience in the Wall Township School District shall, upon returning to the system, receive full credit on the salary guide for all outside teaching experience and military experience. A teacher who has been rehired after leaving the Wall School System shall receive credit for ten (10) unused sick days, but in no case more than was accumulated through past experience in Wall.
- D. Previously accumulated unused sick leave days shall be restored to all teachers returning from a Board approved leave.
- E. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th.
- F. The Board will offer written contracts of summer employment on or before May 15th which can be cancelled upon the giving of ten (10) working days notice. The notice shall be given at least ten (10) working days prior to commencement of the summer employment. Those teachers who have applied and will not receive contracts will be so notified.
- G. Seniority lists for teachers will be maintained by the Board and monitored by the Board and the Association.

ARTICLE 23

SALARIES

A. For the purpose of administration of the salary guide, each "step" shall be defined as one year of employment in a duly accredited school or institution academic year, or major part thereof. Teachers who plan to complete sufficient academic study to entitle them to reclassification or adjustment in salary shall be required to notify the Superintendent and the Human Resource Department, in writing, before December first (1) of the preceding fiscal year. The Superintendent shall acknowledge in writing, receipt of such notification as soon as possible. The burden of proof of sufficient academic study (transcripts) to justify salary reclassification will rest with the teacher. Such academic study to be concluded prior to September first (1) and evidence forwarded to the Superintendent's office prior to October first (1).

See salary guides at the end of this document:

2016-2017: (Retroactive to July 1, 2016), 2017-2018 and 2018-2019

B. Teachers shall be provided with a statement of earnings, and deductions made from these earnings, for each monthly salary payment.

C. Longevity increments: An additional \$550.00 increment for teachers entering their 15th, 18th, 21st, and 25th year of teaching as a fully certified teacher. Any teacher who is entering his/her 30th year in Wall Township, shall receive an additional \$1000.00 longevity payment.

D. To qualify for the "D" scale, a teacher:

Shall possess a Master's Degree in an educational field containing a minimum of eighteen (18) hours of graduate credit in the subject or area in which he or she is assigned.

Possess a Master's Degree in any other field of education, plus a minimum of eighteen (18) hours of graduate credit in the subject or area of his or her assignment.

For elementary teachers, the above requirements can be interpreted to include general elementary education or child growth and development.

For secondary teachers, the above requirements can be interpreted to include a Master's Degree in general secondary education.

To be eligible for increased tuition reimbursement and movement on the enhanced "Masters In Field" guide, the employee must provide Human Resources with a letter from an accredited college/university on school letterhead confirming matriculation in an approved Master's program. The approved Master's program must be in the discipline that the employee is certified and teaching in the District, for example, Math, Elementary Education, Science, Social Studies, English. The enhanced "Masters In Fleld" does not apply to degree programs in administration, counseling or any program required or used for certification, including Masters in Teaching (MAT). All employees who do not qualify for the enhanced "Masters In Field" will continue to receive remuneration for graduate tuition and movement on the existing guide for accrued graduate credits.

E. To qualify for the "E" & "F" scale, a teacher must: Have previously qualified for the "D" scale.

F. Recognition of Educational credits for the purpose of Salary Classifications:

All credits accepted in a graduate program toward an advanced degree apply. Burden of proof rests upon the teacher. All credits used to improve quality of subject being taught apply if prior approval is given by the administration before taking the course(s).

<u>Elementary</u>

Approval by Principal

Final Approval by Superintendent

Secondary

Approval by Department Supervisor

Approval by Principal

Final Approval by Superintendent

G. Co-Curricular Activities

All present head and assistant coaches in the Wall School System will go on scale as experience within the system dictates.

All coaches may be given credit for prior coaching experiences in the sport or sports they are involved. All of the above refer to each respective sport and are effective for the school year. See salary guides at the end of this document.

H. Teachers: After serving twenty (20) consecutive days in the absence of a vice-principal or principal, a teacher will be placed on the administrative salary guide, step one (1).

ARTICLE 24

TEACHER ASSIGNMENT

A. All teachers shall be given written notice of their salary schedule, class and/or subject assignments, building and room assignments for the forthcoming school year not later than August 15th.

B. Assignments shall be made at the discretion of the administration and within the area

of teacher competency, teaching certificate, or major or minor fields of study.

- C. The Superintendent shall give notice of assignments to new teachers as soon as possible.
- D. Any teacher whose room has been changed for the upcoming school year, will be compensated for setting up the new room at the hourly rate associated with in-service orientation for new courses, with prior approval of the Superintendent.

ARTICLE 25

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The Superintendent shall post in all school buildings a list of known vacancies which shall be available for the following year. The Superintendent shall post such vacancies as soon as possible so that teachers desiring to be considered for reassignment and transfer shall have knowledge of the vacancies which are anticipated for the next school year unless the vacancy occurs between August 15th and the first day of school in September.
- B. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such a desire with the Superintendent and their building principal within one (1) week of the posting of the known vacancies. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school, or schools, to which he or she desires to be transferred, in order of preference.
- C. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the teacher shall be considered to the extent that the transfer does not conflict with the educational requirements and best interests of the school system. If a teacher's request for transfer or reassignment has been denied, a renewal or subsequent request may be made in the following school year under the conditions prescribed above.

ARTICLE 26

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as possible. Prior to the Board meeting where official transfers are voted on, any

teacher that may possibly be involuntarily transferred will be advised prior to this Board meeting, that this transfer possibility may become final after the Board vote.

- B. An involuntary transfer or reassignment shall be made only when it is in the best interest of the school system.
- C. An involuntary reassignment within a school shall be made only after a meeting between the teacher and the principal involved, at which time the teacher shall be notified of the reason for the reassignment. The teacher shall have the option to discuss the involuntary reassignment with the Superintendent.
- D. An involuntary transfer or transfer/reassignment to another school shall be made only after a meeting between the teacher and the Superintendent or his/her designee, at which time the teacher shall be notified of the reason, upon request.

ARTICLE 27

PROMOTIONS

A. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrative/supervisory levels of responsibility. All vacancies in promotional positions, including specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent in accordance with the following procedure:

When school is in session, a notice shall be posted in each school as far in advance as possible. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent, but within the time limit specified in the notice, and the Superintendent shall acknowledge, in writing, receipt of all such applications.

Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent together with the positions for which they desire to apply, and an address where they can be reached for the summer. Such notice shall be sent as far in advance as possible.

B. Upon request, any individual denied a promotion may meet and discuss same with the Superintendent.

- C. Notices advertising all vacancies relating to co and extra-curricular positions would be posted where notices are normally posted. Specific procedures respecting these notices would be developed by the parties to this agreement. Criteria for filling these positions will not be subject to negotiations.
- D. The Board will be able to utilize non-unit school district personnel to perform co and extra-curricular responsibilities if there are not more qualified applicants within the teachers unit. Present incumbents of these positions, who are not included within the teachers unit, will be able to maintain their present positions as long as the individuals and the Board so agree.

ARTICLE 28

TEACHER EVALUATION

- A. All monitoring and observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Observation and evaluation of professional staff members will be in accordance with adopted Board policies and applicable statutes.
- B. Any teacher shall, upon request with 24-hour notice, be given an opportunity to review any evaluation of his/her work performance or conduct during the term of this agreement and included in his/her permanent personnel folder. The teacher may file a written response to such materials and, upon request; such response will be forwarded to the Superintendent for review, and will then be attached and retained with the particular document concerned. Each teacher will be provided with a copy of any evaluation, reprimand, or other document that is to be placed in his/her personnel folder.

Separate file -The Board shall not establish any file which contains materials that have not been available for teacher inspection.

The formal written reports of observation of tenured teaching staff members shall not exceed three (3) per year unless additional observations are requested by the teacher. A fourth observation may take place if the teacher is informed at least one (1) day in advance of the administrator's intent to observe.

C. Any teacher observation that contains areas that needs improvement, the administrator is required to give specific recommendations to the teacher, as to how to

improve in these areas.

ARTICLE 29

TEACHER FACILITIES

- A. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained.
- B. The Board shall make available in each school a staff lounge. When practicable and possible, a staff lavatory facility, workroom, storage space and lockable filing cabinets will also be provided.

ARTICLE 30

SICK LEAVE AND MEDICAL COVERAGE

A. Ten (10) days, same as current policy allows.

Used portions of these extended illness sick leave days shall not be reinstated.

When requested by the Superintendent, a physician's certificate shall be submitted in case of personal illness, which extends beyond four (4) consecutive school days.

Sick Leave shall be provided for the purpose of recuperation from illness or injury. Sick leave is not to be construed as vacation or personal time to be taken at the will of the employee.

B. A teacher who is certified absent due to injury caused on the job shall not

have such absence charged against his or her sick leave. The teacher must complete the proper accident forms prior to leaving school on the date of the accident or if unable because of the injury, such forms should be filed by the school nurse and given to the building principal.

C. Medical Insurance Coverage

The Board agrees to provide full family medical insurance, both basic and major medical, and assume full cost for such coverage. Benefits of such coverage shall not Non-tenured teachers will only be provided with single coverage until they obtain tenure. However, during this non-tenured period, they have the option of purchasing all

medical and medical related family benefits at full cost to the employee for this additional coverage.

In order to be eligible for medical coverage professional certificated staff must work at least twenty (20) hours or more per week. Professional certified staff that work at least twenty (20) hours per week are considered full time employees. Part time employees work less than twenty (20) hours per week. Part time employees are not eligible and will not receive medical benefits.

The Board shall have the discretion to offer Science, Math, Speech, World Language, and Child Study Team positions family health insurance coverage. In addition, any other position that may become difficult to fill shall be offered family health insurance coverage upon the mutual agreement of the President of the Association and the Superintendent of Schools. In the event that a new hire was a tenured employee in their prior school district, the Board shall have the discretion to also offer the new hire family health insurance coverage. This determination shall not be subject to the grievance procedure.

D. Dental Plan

The Board agrees to provide full family dental coverage at the rate of 70% of the Reasonable and Customary schedule at no premium costs to the teacher. Benefits of such coverage shall not be reduced below the current coverage.

Non-tenured teachers will only be provided with single coverage until they obtain tenure. However, during this non-tenured period, they have the option of purchasing all dental and dental related family benefits at full cost to the employee for this additional coverage.

E. Prescription Drug Plan

The Board agrees to provide a Family Prescription Drug Plan as detailed in the District's Group Prescription Drug Plan. Benefits of such coverage shall not be reduced below the current coverage.

Non-tenured teachers will only be provided with single coverage until they obtain tenure. However, during this non-tenured period, they have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional coverage.

ARTICLE 31 PERSONAL DAYS

A. Each teacher is entitled to:

Three (3) personal days without specified reasons unless the personal day is a work day immediately prior to or following a scheduled school closing. In such an instance, approval of the Superintendent of Schools or his/her designee is required. All unused personal days shall be converted to accumulated sick leave on June 30 of each year. Any willful misuse of these days is considered unprofessional.

A leave for the purpose of marriage and honeymoon may be taken as Personal Days.

ARTICLE 32

TEMPORARY LEAVES OF ABSENCE

A. Each teacher is entitled to:

Time necessary for appearances in any legal proceeding directly connected with the teacher's employment or with the school system if the teacher is required by law to attend.

In the event of the death of a teacher or student in the Wall Township District, the principal of said teacher or student shall grant, to an appropriate number of teachers, sufficient time to attend the funeral.

Up to a total of five (5) days at the end of a school year and/or at the beginning of a school year as may be required to attend summer classes and/or to travel to the place where such classes are held. Subject to the recommendation of the Superintendent of Schools and approval of the Board.

Permission for temporary leaves of absence must be secured from the Superintendent prior to the date of the absence. Exceptions will be made for cases of emergency.

ARTICLE 33

SABBATICAL LEAVE

The Board, upon the recommendation of the Superintendent of Schools, shall grant a sabbatical leave to qualified personnel for the purpose of study, and for such other purposes as may be approved by the Board.

Upon the recommendation of the Superintendent of Schools, the Board shall grant a

sabbatical leave to a certified teacher who has rendered satisfactory service for seven (7) years in this school system. Such leave shall not exceed the period of one (1) academic year.

The number of certified personnel to be granted sabbatical leave shall not exceed more than five (5) members of the total professional staff.

Applications outlining the plans for the teacher must be submitted to the Superintendent of Schools not later than November 15 preceding the year in which the leave is to become effective. If the number requesting sabbatical leave exceeds the number of such leaves available, as determined by the Board, the selection shall be based upon:

- 1. The estimated value of the plan of the individual to the school system.
- 2. The amount of seniority.
- 3. The length of time since the last sabbatical leave.

The teacher may be granted a personal appearance with the Board in order to justify his/her request for a sabbatical leave.

The teacher on sabbatical leave shall receive as compensation during the period of absence, one-half of his or her regularly scheduled salary for the year in which sabbatical leave is to be taken. It shall be paid in equal semi-monthly installments during the year's leave of absence.

The teacher shall retain his or her seniority, retirement and all other rights afforded by the district. Any additional benefits granted to a certificated teacher will automatically accrue to the person on sabbatical leave.

The teacher on sabbatical leave shall report all compensation received from sources other than the Board, provided that compensation shall not include such items as allowance for travel, cost of living adjustments for Foreign Service, research, and other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board shall be reduced to bring the total to the amount of salary he or she would have received if on active duty.

The teacher granted a sabbatical leave shall agree to return to the service of the Wall Township Public Schools for the period of two (2) years following expiration of the sabbatical leave period or at the discretion of the Board, or must return all or part of the grant received.

A teacher returning from sabbatical leave shall be restored to his of her former certificated position, or to one of comparable status. The teacher shall make such reports of his or her activities as may be required by the Superintendent of Schools and the Board.

1. A brief report on professional activity during Sabbatical (Follow-up of outlying plans for the employee for the period of absence) and a report on financial earnings during Sabbatical will be submitted to the Superintendent within thirty (30) days of return from Sabbatical leave.

ARTICLE 34

HOSPITALIZATION UPON RETIREMENT

Teachers who are members of the Association and their spouses will be eligible to participate in a retirement benefit wherein the Board will assume a percentage of the costs of hospitalization insurance upon retirement subject to the following requirements:

- 1. A teacher who has 25 years of service in education and is 55 years old may participate in the plan.
- 2. A teacher who has 20 years of service in the Wall Township Schools and is at least 52 years old will have the option to retire and participate in this benefit.
- 3. Retirement during the first year of eligibility the Board pays 100% of the cost: the teacher pays nothing.
- 4. Retirement during the second year of eligibility the Board pays 75% of the cost: the teacher pays 25%.
- 5. Retirement during the third year of eligibility the Board pays 50% of the cost: the teacher pays 50%.

6. Retirement during the fourth year of eligibility and every year thereafter until age 65 - the Board pays 25% of the cost: the teacher pays 75%.

All payment for coverage by the Board will continue at the rate specified until age 65. Ninety (90) days notice to the Board is required for this benefit to take effect upon retirement. This requirement may be waived at the discretion of the Superintendent.

ARTICLE 35

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board and the Association support the principle of continuing training of teachers and improvement of instruction. To work toward these ends the Board agrees:

To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is requested to take by the Administration.

To cooperate with the Association in arranging those in-service courses, workshops, conferences and programs to improve the quality of instruction.

Professional Development (New Jersey 100 Hours for Teachers)

A. Purpose

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff the responsibility for the upgrading and updating of teacher performance and methodology. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

The Board agrees to implement the following commencing with the 2000-2001 school year:

B. Professional Development Committee

1. Role of the Committee

The committee shall be empowered to work in conjunction with the district superintendent, or his/her designee, to assess in-service needs and professional development opportunities and to plan and implement professional development programs in accordance with the standards established by the state Professional Teaching Standards Board and by the Commissioner of Education, at the Board's recommendation.

2. Composition of the Committee

The Committee will be comprised of four (4) classroom teachers and/or other Association professional staff member(s) elected by the district's instructional staff through their majority representative and two (2) administrative staff appointed by the Superintendent of Schools. They shall elect a chairperson from among themselves. Committee members shall serve three (3) year terms.

3. Conduct of Committee Business

a. The Committee will be provided secretarial assistance sufficient to complete its mission. Each Association member serving on the Committee will receive released time for all Committee meetings and/or per hour payment equal to the individual's pro-rated hourly rate if the work of the Committee extends beyond the regular work day.

b. The Professional Development Committee shall establish its own rules and procedures. The Committee will develop the appropriate forms needed to conduct its business and meet its responsibilities to the district and individuals. Said forms will include but not be limited to application forms, payment requests and maintenance of individual training forms.

C. Programs

1. In-service workshops, conferences, programs

a. In any given year, the Board will provide in-service professional development experiences that will assist the teacher in attaining the required 100 hours of continuing education.

b. In-service days shall be based upon the same six (6) hour schedule for all staff. Additional in-services may be provided at after school faculty/department

meetings during the work year.

2. Attendance at other programs

- a. Teachers who choose to enroll in in-district, after school workshops will receive one (1) credit towards movement on the salary guide for every ten (10) hours of participation. Teachers who choose to participate in Saturday or summer workshops will receive one of the following two (2) options:
- 1. Credit towards movement on the guide as above for every ten (10) hours
- 2. Compensation at the rate set forth in the Extra Pay for Extra Services schedule

D. Trainers Credit

Any teacher who provides in or out of district training experiences for colleagues and/or community members shall receive credit hours as established by the Commissioner of Education towards their 100-hour obligation, besides any "Workshop Trainer/Tutor" hourly rate as per the contract.

E. Innovative Grants

In order to encourage educational creativity and sharing, and to expand educational opportunities for students and staff, any teacher who writes a grant that develops innovative, educational initiatives that enhance the educational program of the district and provides professional development and growth opportunities for district staff, will receive hour for hour credit towards their 100-hour obligation.

<u>F. Other General Categories of Professional Development as Identified by the New Jersey Professional Teaching Standards Board (PTSB)</u>

- 1. Formal courses, offered on or off line, and conferences (including, but not limited to workshops, seminars, institutes, and/or other such programs) sponsored by colleges and universities, district boards of education, professional associations, training organizations or other entities approved through the local district plan process or as part of the provider registration system.
- 2. Courses, seminars, or other activities, which are required for maintenance of licenses or certificates, issued by professional organizations or government

entities (for example, social worker, nurse). In instances where the same course must be taken twice within the five year period, please note that the hours will count only once toward fulfilling the continuing education requirement.

- 3. Action research, study, development and other activities related to curriculum writing that focuses on the Core Curriculum Content Standards.
- 4. Activities that serve the profession, including but not limited to grant writing, mentoring a pre-service teacher or a novice teacher, professional service on boards or committees, and teaching a course or workshop. Please note that the total number of hours that can be accrued for these activities is 75 of the 100 required hours.
- 5. Upon return to the District and in no case later than 30 calendar days, the employee agrees to provide an overview of the training to the appropriate department, grade level, or faculty. This informal synopsis of the training will be held during the department, grade level or faculty meeting as per the request of the administration.

The following provides the number of hours that can be accrued in various activities that serve the profession:

- a. The total number of hours for service on boards/ committees shall not exceed ten (10) hours per year of professional development credit, provided that such service is identified in the PDP with the specific goals of the experience outlined therein.
- b. The mentor for a provisional teacher and the cooperating teacher for a pre-service teacher will accrue one (1) hour of professional development credit for each week of supervision.
- c. In additional to the actual clock hours spent in delivery of the first presentation, presenters or teachers of courses or workshops shall accrue professional development hours on the basis of two (2) hours of preparation time for every hour of delivery time. The teaching or presenting of the same or similar course or workshop shall count only once in a five year cycle.
- 6. Independent professional studies, including but not limited to, action research, study groups, sabbaticals, fellowships, internships, teacher exchanges, textbook review,

portfolio development, and online workshops or-programs. If an individual decides to develop an independent study program for such study, he/she must adhere to the following procedure:

- a. The individual's PDP must include a written rationale demonstrating how his/her proposed plan is consistent with the state standards for professional development.
- b. The individual and his/her immediate supervisor must discuss the projected number of hours which will be spent in such study.
- c. Over the course of the independent study, the staff member will maintain a log of actual hours completed.

G. Record Keepina

The official recording document, the PDP, will be maintained at the building level, not the district level. It is the responsibility of the professional staff member to maintain his/her own record of Professional Development Hours and to maintain a portfolio of all documentation, including certificates of participation in approved workshops conducted by registered providers.

- a. Validation of completion of professional development can be a transcript from a college or university, the certificate issued by a registered provider, or an attendance record signed by the chairperson or facilitator of a committee. This information will be recorded and documented on the Record of Professional Development Hours.
- H. Two (2) professional days. Approval must be obtained, in advance of the event, from the building principal and the Superintendent, or a representative. A written report of the activity of the professional day shall be forwarded to the Superintendent (through the building principal), within five (5) working days following the activity.

I. Tuition Reimbursement:

Application for tuition reimbursement must be submitted to the Human Resources Department and Superintendent on or before December 1st for any coursework to be completed within the next twelve (12) months. All coursework to be taken for tuition reimbursement purposes must first receive the approval of the superintendent. An itemized tuition receipt and an official grade of "B" or better must be submitted upon

completion of the course in order to be reimbursed.

Documentation and requested reimbursement for approved coursework must be presented to the Human Resources Department within six (6) months of completion of the course. The Board will reimburse employees up to \$2,000 per year for coursework after receiving a letter from an accredited college/university on school letterhead confirming matriculation in an approved Master's program. Coursework taken outside of the scope of their discipline or not in a matriculated program will be reimbursed up to \$1,000 per year.

Reclassification for movement on the salary guide, to take place for the following school year, must be submitted to the Superintendent and the Human Resource Department on or before December 1st.

ARTICLE 36

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy and State Law. It shall be the responsibility of the teacher to report to his or her principal the name of any student who, in the opinion of the teacher, needs particular assistance from specialized personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. The duties and responsibilities of all teachers will appear in the Teacher's Handbook as prepared by the building principals and approved by the Superintendent.
- C. When a student requires the attention of specialized personnel, the teacher will secure help through proper channels.
- D. When in the judgment of a teacher, a student is by his or her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may refer him or her to the attending administrator. In such cases, the administrator shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following day, a conference between him or herself and the teacher to discuss the problem.

- E. Teachers are to be guided by applicable School Law.
- F. Teachers shall immediately report to their principal, or other immediate supervisor, cases of assault suffered by them in connection with their employment. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved.

The Board shall reimburse teachers for personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his or her duties within the scope of employment. (The above shall hold true only if the teacher is not otherwise covered by personal insurance or workmen's compensation).

In the event of any disorder or disruption in the regular school program the Board, the Administration and Staff shall act in accordance with Board policy in effect at the time of the disruption.

ARTICLE 37

SUBSTITUTES

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall notify the principal's office (or the principal's home) or other designated answering service as soon as possible, and in any event, prior to the opening of the school day, to report unavailability for work. Once a teacher has so reported, it shall be the responsibility of the administration to arrange for a substitute.
- B. Teachers may be assigned to provide substitute coverage for a class. Such assignments should be made on a voluntary basis. If there are no volunteers and no teachers can be reassigned from another assignment, substitute coverage assignments may be made on an involuntary basis. If involuntary assignments are necessary, they shall be made on a rotation basis among the staff schedule for conference periods.
- C. Teachers assigned to provide substitute coverage for an A/B block class during a conference period shall be compensated at a rate of \$46.00 per block class. Teachers assigned to provide substitute coverage during a 9 or 10 period day during a conference period shall be compensated at a rate of \$23 per period.

<u>SECRETARIES</u>

ARTICLE 38

ADMINISTRATION OF SALARY POLICY

Upon initial employment, experience gained in related fields of work which are closely related to the prospective assignment shall be considered by the Superintendent of Schools and the Board for salary guide placement. A maximum of three (3) such years may be applied.

ARTICLE 39

INCREMENTS/SALARIES

- A. Any and all increments may be withheld by the Board upon its own motion in a manner consistent with existing statutes. Reasons for withholding shall be furnished to the employee. If the employee does not agree with the reasons, he/she can grieve the action.
- B. An employee shall be in the employ of the Board not less than five (5) months for ten (10) month personnel, or six (6) months for twelve(12) month personnel, the previous school year in order to be eligible for an increment the following year.
- C. The hourly pay for a part-time secretary will be based on the breakdown of a 12 (12) month secretarial position (240 work days). 240 days \times 7.5 hours per day = 1800 hours. Full time salary divided by 1800 hours = \$\$\$ per hour
- D. Salary Guide at the end of this document.

2016-2017(Salaries retroactive to July 1, 2016, 2017-2018, 2018-2019

ARTICLE 40

STEPS

- A. Each step of the salary guide shall be defined as one (1) calendar year of occupational experience within the school district.
- B. Seniority list for secretaries will be maintained by the Board and monitored by the Board and the Association.

ARTICLE 41

PROBATIONARY PERIOD

- A. All newly hired non-certified personnel shall serve a six (6) month probationary period. After three (3) months, a written evaluation shall be given to newly hired employees by their immediate supervisor. At the end of the six (6) month period, a second evaluation will be given upon the employee's request.
- B. No employee other than those on probationary status shall be discharged or disciplined without just cause, subject to the grievance procedure.

ARTICLE 42

TENURE

A. Tenure contracts to be issued upon entering fourth (4th) year of service on a contractual basis.

ARTICLE 43

LONGEVITY

- 1. \$400 increment upon entering eleventh (11th) year of service.
- 2. Additional \$400 increment upon entering the fifteenth (15th) year of service in the district. (total: \$800.00)
- 3. Additional \$400 increment upon entering the twenty-first (21st) year of service in the district. (total: \$1200.00)
- 4. Additional \$400 increment upon entering the twenty-fifth (25th) year of service in the district. (total: \$1600.00)
- 5. Employees entering their thirty-first (31st) year of employment with the Board will receive a one-time \$1,000.00 incentive bonus (all employees with the exception of professional staff.)

ARTICLE 44

OVERTIME PAY

A. Overtime pay at the rate of time and one-half will be paid for assigned duty beyond

forty (40) hours of actual work per week.

- B. Overtime pay shall not be authorized without prior approval of the Superintendent.
- C. Overtime pay during the school year shall be computed as follows: Beyond 37 1/2 hours, pay at straight rate until 40 hours; time and one-half beyond 40 hours.
- D. Overtime pay during summer hours shall be computed as follows: Beyond 25 hours pay at straight rate until 40 hours; time and one half beyond 40 hours.
- E. Employees working Saturday and Sunday shall be paid for those hours at the rate of time and one-half with prior approval of the Superintendent.

ARTICLE 45

HOURS

A. School year: Seven (7) hours and thirty (30) minutes daily, exclusive of lunch.

B. Summer hours: Five (5) hours daily, exclusive of lunch. Summer hours to begin two (2) weeks after close of school or July 1st, whichever comes first. Winter hours begin two (2) weeks before the teachers come back in September. Summer hours shall continue, provided that there are principal approved staggered work shifts that require coverage in the buildings up to 3:00 pm each day, based upon seniority.

ARTICLE 46

VACATION DAYS

A. All personnel employed on a twelve (12) month basis will be eligible for vacation as follows:

After one (1) year of service: Ten (10) working days vacation

After eight (8) years of service: Fifteen (15) working days vacation

After fifteen (15) years of service: Twenty (20) working days vacation

B. In general, vacation time granted may not be taken in amounts greater than ten (10) working days in any one period. The cooperation of the employees and district administration is required to avoid peak workload periods whenever possible.

- C. If an employee has less than one (1) year of service, the employee shall accrue one (1) day vacation per month, not to exceed ten (10) vacation days for a twelve (12) month employee.
- D. Employees with greater than ten (10) days vacation, under unusual circumstances, may request a vacation duration in excess of ten (10) consecutive days. The employee must first apply to the Building Principal or immediate supervisor for permission. If the Building Principal or Supervisor agrees to arrange the office workload to accommodate the request without creating undue hardship, the employee may then apply to the Superintendent of Schools for permission. All such extended vacation requests (over ten (10) consecutive days) require a minimum of sixty (60) days notice unless permission is granted by the Superintendent or his/her designee.
- E. In the case of an employee who has ten (10) vacation days in unusual circumstances (as described in Paragraph "D" above), the Board may grant permission for an employee to take an extra week or more without pay, following the procedure described in the paragraph above.
- F. Ten (10) month employees, who have completed at least one (1) contract year, going on to a twelve (12) month contract, must work one (1) year, after which the following July 1st they will be entitled to full credit for their years of service on a contract basis in the district toward their ten (10), fifteen (15) or twenty (20) working days paid vacation.

ARTICLE 47

HOLIDAYS

- A. A holiday schedule jointly developed and mutually agreed to will be presented to the Association prior to July 1st of each year.
- B. In the event the workload in any given office requires the administrator in charge to use the secretarial/clerical personnel to work during the Holiday Recess, they shall do so.
- C. They should be notified prior to December 15th whether they (a) will be required to work the full block of time, or (b) specified days during the holiday.
- D. If required to work the full block of time, the employee shall have the option to choose

whether to be compensated with an equal block of time agreeable to the employee; individual days off during the remainder of the school year; or to be compensated monetarily - up to forty (40) hours straight time - over forty (40) hours, time and a half.

E. The same procedure applies to the Spring Recess holidays as above Paragraphs "B" through "D".

ARTICLE 48

SICK DAYS

A. Pursuant to the current Board policy, employees shall be allowed annual personal sick leave without loss of pay for such absences as follows:

Twelve (12) days for employees on a twelve (12) month contract

Ten (10) days for employees on a ten (10) month contract

Sick Leave shall be provided for the purpose of recuperation from illness or injury. Sick leave is not to be construed as vacation or personal time to be taken at the will of the employee.

- B. Unused portions of annual sick leave shall accumulate without limitation for subsequent use. Employees may not apply accrued sick leave to any period of time contiguous to their employment termination, except for those cases where illness precludes the fulfillment of their contractual duties. Doctor's appointments which have to be made during the workday can be deducted as a sick day at the employee's discretion.
- C. A certificate of absence shall be filed by each employee for any absence, and for absences due to illness over four (4) consecutive days duration. A doctor's certificate shall be required to be filed in the office of the Superintendent. After the first such occurrence in a contract year, a certificate may be requested for absences due to illness over three (3) days duration.
- D. Sick leave accrued in one school district may not be carried over with subsequent employment in another school district, except by action of the Board.
- E. In any instance of extended illness an employee who has used all regular sick days, vacation days, and extended sick days, will be placed on a Leave of Absence status and the vacated job may be posted. For ninety (90) days thereafter, the employee shall enjoy full group insurance benefits. The employee is entitled to reinstatement to his/her

regular job upon presentation of a doctor's certificate for a period of up to six (6) months from the date the disability began. Upon mutual agreement of the Board and the Association, the Leave of Absence can be extended.

ARTICLE 49

MEDICAL INSURANCE

A. Full family coverage will be provided by the Board (Basic and Major Medical). Benefits of such coverage shall not be reduced below the current coverage.

Non-tenured secretaries will only be provided with single coverage until they obtain tenure. However, during this non-tenured period, they have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional coverage.

B. Dental Plan to include member and spouse. Premium to be paid by the Board. Benefits of such coverage shall not be reduced below the current coverage.

Family dental may be purchased at the group rate, by the employee, provided the employee notifies the board office during the spring preceding the new contract year.

Non-tenured secretaries will only be provided with single coverage until they obtain tenure. However, during this non-tenured period, they have the option of purchasing all dental and dental related family benefits at full cost to the employee for this additional coverage.

C. Prescription Drug Plan:

The Board agrees to provide a Family Prescription Drug Plan as detailed in the District's Group Prescription Drug Plan with premiums being paid by the Board. Benefits of such coverage shall not be reduced below the current coverage.

Non-tenured secretaries will only be provided with single coverage until they obtain tenure. However, during this non-tenured period, they have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional coverage.

ARTICLE 50

LEAVE OF ABSENCE

A. Staff members shall not absent themselves from duty without obtaining a leave of absence from the Superintendent of Schools. Approval of such leave must be obtained before the absence occurs, unless circumstances are such as to render advance approval impossible.

B. Request for absence should be addressed to the Superintendent of Schools through the employee's immediate supervisor during school hours. When emergencies occasioning absence occur in the morning before 7:30 A.M., contact either the Building Principal, or your immediate supervisor advising him/her of the circumstances and possible length of absence.

C. Employees covered by this Agreement may request leave of absence without pay, for a period not to exceed one year. Leaves for valid reasons, such as maternity and illness or pressing personal matters will be considered. Leave to assume other employment will not be considered. Applications will be subject to approval and discretion of the Board. The employee's employment status (including seniority, tenure or longevity) will be maintained at the level of the start of the leave of absence. Times spent on said level will not be applied to the seniority, tenure or longevity. However, the employee will be compensated in accordance with salary schedule applicable at the time of his or her return.

The employee must notify the Board in writing at least ten (10) working days prior to the termination of the leave, of his or her intention to return. Failure to comply with notification, or return to work within ten (10) working days from the termination of the leave of absence, will be grounds for dismissal.

ARTICLE 51

PERSONAL DAYS

A. Each ten (10) month secretary is entitled to three (3) personal days without specified reasons unless the personal day is a work day immediately prior to or following a holiday or vacation. Each twelve (12) month secretary is entitled to four (4) personal days without specified reasons unless the personal day is a work day immediately prior to or following a holiday or vacation. In such an instance, approval of the Superintendent or his/her designee is required. Consecutive personal days will not be permitted without the approval of the Superintendent or his/her designee. All unused personal days shall be converted to accumulated sick leave on June 30 of each year. Any willful misuse of these days is considered unprofessional.

ARTICLE 52

EMERGENCY CLOSINGS

- A. Employees are not required to work in case of school closings due to snow days, unless called to work before 11:00 A.M. by the Building Principal.
- B. Employees are required to work in case of school closings other than snow days, if the emergency does not affect their working conditions.
- C. In cases of early dismissals due to inclement weather, secretaries may leave thirty (30) minutes after the students are dismissed.

ARTICLE 53

OFFICE CONDUCT

A. The Board agrees to provide two (2) fifteen (15) minute coffee breaks at times assigned by the immediate supervisor. Times will be so staggered, where possible, so as to provide courteous service to members of the General Public entering the office or calling on the phone

ARTICLE 54

TERMINATION OF EMPLOYMENT

A. Fifteen (15) days notice shall be required for the termination of all contracts.

ARTICLE 55

EXISTING BENEFITS

A. All present conditions beneficial to secretaries not covered by this Agreement as of the date of signing and now in effect as regular employer practice, shall remain in effect unless provided for otherwise in this Agreement, or unless otherwise changed hereafter by mutual consent of the Board and the Association.

ARTICLE 56

WORKSHOPS AND SEMINARS

A. Registration and transportation fees to be paid by the Board for job related workshops, seminars, etc., if requested to attend by the Building Supervisor and

<u>CAFETERIA EMPLOYEES</u>

ARTICLE 57

HOURLY PAY SCHEDULE

- A. Salary Guide at the end of this document and is retroactive to July 1, 2016.
- B. Probation: All newly hired personnel shall serve a one (1) year probationary Period.
- C. In cases of delayed openings and early dismissals, cafeteria employees will receive full pay for these days.
- D. Cafeteria workers will be paid for emergency closings (if there was a scheduled work day).
- E. The positions of "Cafeteria Leader" at the High School and Intermediate School will work a seven (7) hour day. The High School Cafeteria Leader will receive a \$400.00 stipend over and above his/her regular pay each year.
- Cafeteria Leader at Wall Intermediate School (if a need for the position is presented to the Board by the Food Service Director) will receive a \$400.00 annual stipend.
- F. The Cafeteria employee who is designated as the "truck driver" will receive a \$400.00 stipend over and above his/her regular pay, each year, starting with the 2003-2004 school year. If the job is split between employees, the stipend will be split accordingly.

ARTICLE 58

SICK DAYS

A. Each employee shall be allowed ten (10) sick days per year as the current Board policy allows.

Sick Leave shall be provided for the purpose of recuperation from illness or injury. Sick leave is not to be construed as vacation or personal time to be taken at the will of the

employee.

B. Unused portions of annual sick leave shall accumulate without limitation for subsequent use. Accumulation of sick days is retroactive to September 1989.

ARTICLE 59

MEDICAL INSURANCE

A. "Employee only" coverage will be provided by the Board: Basic and Major Medical and Prescription. Benefits of such coverage shall not be reduced below current coverage.

ARTICLE 60

UNIFORM ALLOWANCE

A. Yearly: \$220.00

Work shoes will be covered under uniform allowance. Employees can buy shoes of their choice and submit a receipt for reimbursement, with the approval of the Superintendent.

B. If an employee buys uniforms for the upcoming school year after the close of the current school year, and subcontracting takes place, the employee will be reimbursed for monies spent on uniforms up to the negotiated allowance.

ARTICLE 61

LONGEVITIES

\$300.00 - upon entering the eighth (8th) year of service with the district

\$300.00 - upon entering the eleventh (11th) year of service with the district (total: \$600.00)

\$300.00 - upon entering the twenty-first (21st) year of service with the district (total: \$900.00)

Employees entering their thirty-first (31st) year of employment with the Board will receive a one-time \$1,000.00 incentive bonus (all employees with the exception of

professional staff.)

ARTICLE 62

PERSONAL DAYS

A. Employees may be granted up to three (3) days of absence during any one school year without deduction of salary.

Personal days shall be provided for the sole purpose of permitting any employee the opportunity to transact matters of personal affairs and to meet emergency situations which cannot be performed at a time other than regular working hours without loss of pay. Personal business leave is not to be construed as vacation time to be taken at will of the individual employee.

Requests for personal days that precede or follow school holidays or vacation periods shall be honored only under extreme circumstances.

Unused portions of personal leave shall be converted to accumulated sick leave on June 30 of each year.

A minimum of forty-eight (48) hours notice requirement for personal days is required, except in the case of an emergency.

If work absolutely necessitates that an employee be present, the day can be denied.

ARTICLE 63

<u>SENIORITY</u>

A. A seniority list for cafeteria employees will be maintained by the Board and monitored by the Board and the Association.

ARTICLE 64

OVERTIME

A. The Board agrees to rotate overtime among all employees by seniority. If an employee is called back to work at night or any special function beyond the normal workday, the

rate of pay will be \$2.00 extra per hour up to forty (40) hours. Over forty (40) hours, time and a half.

ARTICLE 65

COFFEE BREAKS

A. Anyone working more than four (4) hours daily, is entitled to a ten (10) minute coffee break as scheduled by the supervisor.

ARTICLE 66

INVOLUNTARY TRANSFERS

- A. An involuntary transfer to another school shall be made only after a meeting between the employee and the Business Administrator and/or his/her designee, at which time the employee shall be notified of the reason, upon request.
- B. Unless an emergency occurs, involuntary transfers made during the school year to another building, can be made only after the employee has been given two (2) weeks notice.

ARTICLE 67

PERSONAL CONTRACTS

A. At the time of notification of their hours of work for the following year, cafeteria employees will sign a form stating whether they accept or reject these hours and return it to the Board Office.

Language to be included on this form: "Either party has the right to terminate the job position giving two (2) weeks notice.

PARAPROFESSIONALS

ARTICLE 68

HOURLY PAY SCHEDULE

- A. Salary Guide at the end of this document and is retroactive to July 1, 2016.
- B. Paraprofessionals will be paid twice a month. Each paraprofessional's yearly pay will be determined by multiplying the hourly rate of pay by the scheduled hours per day by

the number of days scheduled to work within the 184-day calendar. Two (2) in-service days will be included in the scheduled number of workdays. Paraprofessionals are to report to their respective building principals for in-service training and/or assignment.

- C. Paraprofessionals scheduled to work will not be docked for snow/weather- related closings. In case of delayed openings or early dismissals, paraprofessionals scheduled to work will receive full pay for these days. Any docking will be applied to contract pay as they occur.
- D. Overtime must be approved in advance by the building principal or supervisor and will be paid by payroll voucher as supplemental pay on a monthly basis.
- E. Overtime If a paraprofessional is asked by their building principal to stay beyond their normal hours of work, they will be reimbursed at their hourly rate of pay.
- F. Personal Contracts At the time of notification of their hours of work for the following year, paraprofessionals will sign a form stating whether they accept or reject these hours and return it to the board office.

Language to be included on this form: "Either party has the right to terminate the job position giving two (2) weeks notice"

Notification of employment for the following school year will take place by July 15th.

- G. If during the course of this contract, the Board assigns paraprofessionals to Title 1 projects which uses Title 1 money for paraprofessional salaries pursuant to ESEA Standards/Qualifications, payments necessary for compliance with tuition payments or in-service equivalent credit costs shall be borne by the Board, provided a grade of "C" or better is secured. Assignments shall rest with the Board.
- H. Paraprofessionals will receive a paid duty-free break, if his/her total workday is six (6) or more hours.

ARTICLE 69 SICK DAYS

A. Each employee shall be allowed ten (10) sick days per year as the current

Board policy allows.

Sick Leave shall be provided for the purpose of recuperation from illness or injury. Sick leave is not to be construed as vacation or personal time to be taken at the will of the employee.

B. Unused portions of annual sick leave shall accumulate without limitation for subsequent use. Accumulation of sick days is retroactive to September 1989.

ARTICLE 70

LONGEVITIES

\$400.00 upon entering the fifteenth (15th) year of service with the district. (total: \$400.00)

\$400.00 upon entering the twenty-first (21st) year of service with the district. (total: \$800.00)

\$400.00 upon entering the twenty-fifth (25th) year of service with the district. (total: \$1,200.00)

Employees entering their thirty-first (31st) year of employment with the Board will receive a one-time \$1,000.00 incentive bonus (all employees with the exception of professional staff).

ARTICLE 71

MEDICAL INSURANCE

A. Paraprofessionals may purchase HMO Health Insurance at their own expense through the Board. Effective the 2005-2006 school year, the Board will pay 30% of the yearly premium. Paraprofessionals may purchase family coverage at the Board rates. If a paraprofessional opts to purchase family coverage, the 30% Board contribution towards the premium only applies to single coverage. The following plans may be purchased:

Single HMO plan without prescription -Single HMO plan with prescription Family HMO plan without prescription -Family HMO plan with prescription.

ARTICLE 72

PERSONAL DAYS

A. Employees may be granted up to three (3) days of absence during any one school year without deduction of salary.

Personal days shall be provided for the sole purpose of permitting any employee the opportunity to transact matters of personal affairs and to meet emergency situations which cannot be performed at a time other than regular working hours without loss of pay. Personal business leave is not to be construed as vacation time to be taken at will of the individual employee.

Request for personal days that precede or follow school holidays or vacation periods shall be honored only under extreme circumstances.

Unused portions of personal leave shall be converted to accumulated sick leave on June 30 of each year.

A minimum of forty-eight (48) hours notice requirement for personal days is required, except in the case of an emergency.

If work absolutely necessitates that an employee be present, the day can be denied.

ARTICLE 73

SENIORITY

A. A seniority list for instructional paraprofessionals and non-instructional paraprofessionals will be maintained by the Board and monitored by the Board and the Association.

Seniority is to be used only in reduction in force-situations and will not be used for upgrading positions or hours. The lists will be separate and distinct, and there shall be no cross bumping rights.

ARTICLE 74

IN-SERVICE DAYS

A. The first day of school for the teachers will also be a day of work for the

paraprofessionals. Paraprofessionals shall receive training on in-service days on topics determined by the District.

ARTICLE 75

WORKSHOPS & SEMINARS

- A. Registration and transportation fees to be paid by the Board for job related workshops, seminars, etc., if requested to attend by the building principal/supervisor and approved by the Board.
- B. If a paraprofessional wants to attend a workshop related to his/her field, and it is approved by the Superintendent, all fees related to this workshop will be paid by the Board.

CUSTODIANS-MAINTENANCE-MECHANICS

ARTICLE 76

ASSOCIATION REPRESENTATIVES

- A. A Building Representative shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to interview an employee who has a grievance and to process the grievance through all the steps as outlined in the terms of the grievance procedure.
- B. The Building Representative shall not leave his/her work without first obtaining permission from the immediate Supervisor (Supervisor of Buildings and Grounds, or the Building Principal) whose permission shall not be unreasonably withheld.

ARTICLE 77

SENIORITY

- A. Seniority shall be defined as either bargaining unit seniority or job classification seniority.
 - (1) Bargaining unit seniority is defined as the continuous unbroken employment by an employee in the bargaining unit covered by this Agreement irrespective of the job classification in which the service is rendered.
 - (2) Job Classification seniority is defined as the continuous unbroken employment

by an employee in a job classification contained in the bargaining unit covered by this Agreement. In the event job classification seniority is broken by a transfer to another job classification in the bargaining unit, all prior service in the same classification will be accumulated in the event there is a return to the initial job classification.

- (3) It is agreed that two seniority lists will be maintained by the Board and monitored by the Board and the Association. One list shall be entitled "Bargaining Unit Seniority" and the other shall be entitled "Job Classification Seniority". The latter list shall cover the following three (3) job classifications.
- (a) Mechanics
- (b) Maintenance Personnel
- (c) Custodians

There shall be annexed to this contract agreed upon lists establishing the seniority of all current employees. In establishing these and future lists it is recognized that the names of probationary employees (as elsewhere defined) shall not be added to the lists until the probationary period has been completed.

- (4) It is understood and agreed that the Board has the unqualified right to make assignments of work and assignments of shift.
- B. Whenever the Board decreases its workforce the following procedure will be followed in making layoffs in the bargaining unit:
- (a) Probationary employees in the job classification being reduced will be laid off first.
- (b) In the event there are no probationary employees in the job classification then the employee with the least amount of job classification seniority shall be the first to be laid off.
- C. An employee who has been laid off for lack of work shall have the right to request a job transfer to another classification within the bargaining unit. This right shall be limited to a transfer to a classification lower in rank than the one from which he/she has been laid off. For purposes of this paragraph, the job classifications rank from highest to lowest as follows: (1) Mechanics (2) Maintenance (3) Custodian. In order to be eligible for a transfer after layoff for lack of work, the laid-off employee must apply in writing or

transfer to a specific job classification no later than ten (10) working days after he/she has been notified of his/her layoff. He/she shall be eligible to replace an employee in the requested position only if his/her bargaining unit seniority exceeds that of the incumbent employee.

Mechanics can only bump down to grounds person or custodian. Forepersons cannot be bumped.

D. An employee who has been laid-off for lack of work shall have his/her name retained on the seniority lists for (a) a period of one (1) year from the date of layoff or (b) until he/she has refused a request to return from a layoff, whichever period is shorter. If an employee should be reemployed by the Board after his/her name is one stricken from the seniority lists he/ she shall be treated as a new employee and shall be placed at the bottom of the lists when his/her probationary status is completed.

ARTICLE 78

PROBATIONARY PERIODS

A. All newly hired non-certified personnel shall serve a twelve (12) month probationary period. This probationary period may be extended an additional six (6) months upon notification to the Association by the Board during the first eleven (11) months of employment. Upon notification, joint review will be made by the Board and the Association.

B. No employee, other than those on probationary status, shall be discharged or disciplined without just cause, subject to the grievance procedure.

ARTICLE 79

JOB TRANSFERS

A. In the event there is a job vacancy and two (2) or more employees make application for the position, the Board shall make a determination as to which, if any, of the applicants meet the job requirements established by the Board. In the event the Board determines that two (2) or more meet the qualifications, then the employee with the most bargaining unit seniority shall be awarded the position.

ARTICLE 80

SICK LEAVE AND MEDICAL COVERAGE

A. Each full time and twelve (12) month employee shall be allowed twelve (12) sick days

per year as the current Board policy allows.

Sick Leave shall be provided for the purpose of recuperation from illness or injury. Sick leave is not to be construed as vacation or personal time to be taken at the will of the employee.

B. Unused portions of annual sick leave shall accumulate without limitation for subsequent use.

C. Medical Insurance

The Board agrees that all employees shall be covered by the basic hospitalization, medical-surgical and major medical health insurance program, with the total cost for the family to be paid by the Board. Benefits of such coverage shall not be reduced below the current coverage.

New employees will only be provided with single coverage for the first three (3) years of employment. However, during this time period, employees have the option of purchasing all medical and medical related family benefits at full cost to the employee for this additional coverage.

D. Dental Plan

Dental Plan to be full family coverage with premium to be paid by the Board inclusive of an \$800.00 orthodontia benefit. Benefits of such coverage shall not be reduced below the current coverage.

New employees will only be provided with single coverage for their first three (3) years of employment. However, during this time period, employees have the option of purchasing all dental and dental related family benefits at full cost to the employee for this additional coverage.

E. Prescription Plan

The Board agrees to provide a Family Prescription Drug Plan as detailed in the District's Group Prescription Drug Plan. Benefits of such coverage shall not be reduced below the current coverage.

New employees will only be provided with single coverage for their first three (3) years of employment. However, during this time period, employees have the option of purchasing

all medical and medical related family benefits at full cost to the employee for this additional coverage.

I. Physical Disability

- 1. If an employee is injured while on the job, his/her position and salary will remain protected.
- 2. If an employee is injured outside of his/her job, his/her position can be changed to a position which he/she is capable of performing and his/her salary adjusted to agree with the salary guide for that position.
- 3. If the employee is physically unable to perform the duties of any position, he/she will be dismissed.
- 4. If the school doctor and the employee's physician are unable to reach an agreement on the ability of the employee to perform the duties of a position, a mutually agreed third (3rd) doctor will be selected. His/her decision will be binding upon both parties.

ARTICLE 81

PERSONAL DAYS

A. Each ten (10) month employee is entitled to three (3) personal days without specified reasons unless the personal day is a work day immediately prior to or following a scheduled school closing. Each twelve (12) month employee is entitled to four (4) personal days without specified reasons unless the personal day is a work day immediately prior to or following a scheduled school closing. In such an instance, approval of the Superintendent or his/her designee is required. Consecutive personal days will not be permitted without the approval of the Superintendent or his/her designee. All unused personal days shall be converted to accumulated sick leave on June 30 of each year. Any willful misuse of these days is considered unprofessional.

Unless it is an emergency situation, notification must take place the day before.

B. No more than five percent (5%) or ten (10) employees in each school building according to their job classification as listed in the Association contract shall take a personal day on the same day of work. Any such request for personal days shall only be granted with prior approval of the building Principal and/or his/her designee.

ARTICLE 82

HOLIDAYS

A. The Board agrees to guarantee twelve (12) paid holidays to the employees covered by this Agreement with the understanding that if less than twelve (12) paid holidays are provided in the school calendar, the remaining day or days shall be assigned at the discretion of the Supervisor. The Board also agrees to declare any day designated as a holiday or any day extended to employees by the Federal Government or by the State of New Jersey as a holiday for the employees providing school is not in session.

ARTICLE 83

VACATION

A. All persons employed on a twelve (12) month basis and classified as non-instructional personnel will be eligible for vacation periods as follows:

After one (1) year service...... Ten (10) working days

After seven (7) years service...... Fifteen (15) working days

After fifteen (15) years service.....Twenty (20) working days

Vacations will be computed as of the date of hire for each employee. (Refer to paragraph "F" for less than one (1) year's service.)

- B. Those employees who have fifteen (15) days vacation and who make prior arrangements and changing such prior arrangements will cause a loss of income or expense to the individual shall be permitted to take those fifteen (15) days unencumbered. The present procedure for applying for more than two (2) consecutive weeks of vacation shall be followed. The Association agrees to discuss any problems caused by the above in the event an emergency makes it desirable for the individual to forego his/her vacation time.
- C. The Building Principal or immediate supervisor shall determine at his/her discretion the availability of requested vacation dates.
- D. In scheduling vacation where two (2) or more employees have submitted requests on the same date, the employee with the most job classification seniority shall be entitled to the available date if vacation is being approved. In all cases the first employee to have vacation approved will take precedence.

- E. The Board agrees to purchase vacation time at double pay from employees who desire to sell all or part of their vacation time in accordance with the following established guidelines:
 - 1. The Administration may solicit custodians, grounds persons, maintenance personnel interested in selling all or part of their annual vacation allowance at the beginning of each school year (July).
 - 2. Vacation time will be purchased at the option of the Board. The Board reserves the right to establish the weeks vacations will be worked.
 - 3. Vacation time will be purchased on a seniority basis. The Board will attempt to see that time purchased will be distributed evenly.
 - 4. The employee will have the option of offering all or part of his/her vacation time in weekly parts (1,2, or 3, weeks).
 - 5. An employee may work in a school other than his/her assigned school during the vacation week.
 - 6. If a holiday falls on the week purchased, the employee will be paid for the full week and not work on the holiday.
 - 7. The employee who does not make a commitment to sell vacation time at the beginning of the school year may offer to sell time during the year, subject to a priority being placed on initial commitments.
 - 8. Purchase time will be purchased thusly: Annual salary divided by fifty-two (52) multiplied by two (2) = vacation time purchase price.
- F. If an employee has less than one (1) year of service, he/she shall accrue one (1) day vacation per month, not to exceed the (10) vacation days. This time to be taken during the next full contract year. During the second full contract year he/she will be entitled to ten (10) full vacation days.

ARTICLE 84 COFFEE BREAKS

A. The Board agrees to provide one (1) thirty (30) minute coffee break per work day to be assigned.

ARTICLE 85

UNIFORMS

- A. The Board reserves the right to select the style and the color of the uniform.
- B. Uniform allowance for all full time employees shall be \$315 yearly.

ARTICLE 86

ASSOCIATION LEAVE TIME

- A. The Board agrees to grant officially elected delegates of the Association time off with pay for the purpose of attending Association conventions, conferences or workshops provided that:
- 1. The total time off does not exceed an aggregate of two (2) working days for the life of the contract.
- 2. Not more than two (2) such Association delegates shall be permitted to attend such conventions or conferences at any one time.
- 3. Written request specifying the amount of time off to be received by the Board at least five (5) days in advance of granting of each time off. Under certain circumstances this five (5) day period may be waived by the Board.

ARTICLE 87

OVERTIME

A. Overtime

1. The Board agrees to rotate overtime among all employees provided, however, that the employee to receive overtime must be fully qualified to perform the duties. Overtime will be at the rate of time and one half $(1\ 1/2)$, Monday through Saturday. Double time on Sundays.

- 2. The Association agrees that necessary overtime within the department must be performed and if no other person desires such overtime, the least senior man who is qualified must perform the required overtime.
- 3. The Board agrees to continue the present procedure of granting fifteen (15) minutes overtime pay for any portion of fifteen (15) minutes worked overtime.

4. Overtime procedure:

- a) Employee "A" is scheduled for overtime and works it, therefore going to the bottom of the rotation list.
- b) Employee "A" is scheduled for overtime, but the event is canceled. No other employee has been scheduled for overtime. So, employee "A" remains at the top of the list for the next scheduled overtime.
- c) Employees "A" and "B" are scheduled for separate overtime events. Employee "A" has the event canceled. Since "B" is already scheduled, "B" remains in that position. "A" therefore gets the next overtime event that comes by. After "A" has worked the overtime event, "A" falls back into the normal rotation slot.
- d) If a night crew employee is next in line to be scheduled for overtime, and the next overtime event is a night event and the employee is unable to work because he/she is working already, this employee therefore remains at the top of the overtime list until an overtime event becomes available that he/she can work.
- e) If the next employee in line to be scheduled for an overtime event refuses to work the event, he/she will then go to the bottom of the rotation schedule.
- f) If an overtime event is to be scheduled for work, and the next employee in the rotation schedule is sick, out on a personal day, or on vacation and therefore unable to work, this will be equivalent to a refusal and therefore his/her name will go to the bottom of the rotation schedule.
- g) Every effort will be made to maintain the assignment of overtime on the basis of seniority (as described in paragraphs a f above). However, in unusual circumstances when an overtime situation occurs and requires qualifications in a

specialty area (maintenance, grounds, mechanic), that assignment will be made at the discretion of the Business Administrator and/or his/her designee.

- h) Overtime in the custodial, grounds, maintenance, and mechanic departments will be separate and distinct in all overtime assignments.
- i) The following is a list of overtime activities associated with the maintenance department:
 - Home & away football games (Nights, Saturday, Sunday)
 - Repairs
 - Home soccer games (Nights, Saturday, Sunday)
 - Graduation
 - Home Baseball(Saturday)
 - Snow removal
 - Storms, emergencies
 - Graduation security night before
 - Halloween security
- j) Prior to any upcoming weekend or vacation period, a form will be posted for any employee to sign if interested in being on call to fulfill an emergency or unscheduled overtime situation that may occur during this period of time. This list related will used secure the necessary services the be to emergency/unscheduled overtime situation. If the qualifications in a specialty area are needed to cover this emergency/unscheduled overtime situation, this assignment will be made at the discretion of the Business Administrator and/or his/her designee. A lottery method will be used to determine who will work the emergency/unscheduled overtime situation if more than one (1) employee has submitted their name for consideration. Two (2) refusals or unavailability to work after being called with your name on the list to work, will result in the name being removed from the list for the remainder of the year.

B. Call In Pay

1. The Board agrees to guarantee four (4) hours "call-in-pay" for all employees covered by this Agreement for any maintenance or custodial emergency, recognizing that emergency is only an unplanned situation and does not cover any assigned scheduled work, such as PTA meetings. The Association agrees that this four (4) hour guarantee does not apply at the beginning of a work day which runs into a regular scheduled work period.

2. Employees called in for snow removal prior to the regular starting time shall be guaranteed two (2) hours overtime provided he/she reports on the job within one (1) hour after notification.

C. Sunday Work

- 1. The Board agrees to pay overtime for scheduled Sunday work at the rate of double time. (Note: If a custodian is to be present at a concert held in the Auditorium on Sunday and is notified ahead of time, he/she will be paid at the rate of double time).
- 2. For emergency call-in service, the minimum of four (4) hours applied at the rate of time and one half (1-1/2); any time beyond the four (4) hours will be at the double time rate. (Note: A maintenance worker who is called in to repair storm damage. If he/she works two (2) hours, he/she would be paid a minimum of four (4) hours at time and one half (1-1/2). If he/she works six (6) hours, he/she would be paid four (4) hours at time and one half (1-1/2) and two (2) hours at double time.

D. Sports Teams Practices

1. If sports teams practice in buildings without a custodian present, the Board agrees to pay the custodian who is denied this overtime, the rate of 1-1/2 times his/her hourly rate on a weekday and a Saturday, and 2-1/2 times his/her hourly rate on a Sunday, from the time the teams started practicing, because the teams started practicing prior to the custodian's scheduled start time.

ARTICLE 88

SALARIES

A. Salary Guide at the end of this document and is retroactive to July 1, 2016.

Temporary head mechanic replacements shall receive pro-rated compensation after two (2) weeks. A replacement does not have to be assigned. If a replacement is not assigned, it is the responsibility of the supervisor of Buildings and Grounds.

B. Longevities

1. The following longevity allowances will be applicable to all twelve (12) month full time employees. Part time contractual employees will receive longevity pro-rated.

\$300.00 upon entering the sixth (6) year of service with the district.

\$600.00 upon entering the tenth (10) year of service with the district.

\$900.00 upon entering the fifteenth (15) year of service with the district.

\$1,200.00 upon entering the twentieth (20) year of service with the district.

Employees entering their thirty-first (31st) year of employment with the Board will receive a one-time \$1,000.00 incentive bonus (all employees with the exception of professional staff.)

\$6642.00

C. Temporary Custodial Supervisor replacements shall receive pro-rated compensation after two (2) weeks. A replacement does not have to be assigned. If a replacement is not assigned, it is the responsibility of the building principal or the supervisor of Buildings and Grounds.

D.Maintenance Yearly Differentials

Shop Foreman	\$4228.00
Grounds Foreman	\$4228.00
HVAC refrigeration A/C license stipend	\$3175.00
Licensed Electrician	\$3175.00
Licensed Plumber	\$3175.00
AHERA Leader	\$3175.00
New Jersey 0 & M & Floor Tile Certification(voluntary)	\$ 490.00

Temporary foreperson replacements shall receive pro-rated compensation after two (2) weeks. A replacement does not have to be assigned. If a replacement is not assigned, it is the responsibility of the supervisor of Buildings and Grounds.

E. Black Seal License

Head Mechanic Stipend

1. Custodians will receive reimbursement for renewal of their Black Seal License. (Rates prorated for part-time employees)

F. Contract Renewal

1. The renewal of the individual yearly contract for each employee shall not be withheld without just cause, subject to the grievance procedure, unless the employee is probationary.

ARTICLE 89 EVALUATIONS

A. Forepersons will not be responsible for yearly evaluations.

BUS DRIVERS

ARTICLE 90

PROBATIONARY PERIOD

A. All newly hired non-certified personnel shall serve a one (1) year probationary period. This probationary period may be extended an additional six (6) months upon notification to the Association by the Board during the first five (5) months of employment. Upon notification, the Board and the Association will make joint review.

ARTICLE 91

DISCHARGE AND DISCIPLINE

- A. An employee may be disciplined, suspended or discharged only for just cause. A conference between the Employer and the Employee shall be held prior to discharge. In a disciplinary case, a conference shall be scheduled within two (2) working days of notification of disciplinary action. The Employee may request the presence of the Building Representative during disciplinary or discharge conferences. If the employee is dissatisfied with the result of a conference, he/she may use the grievance machinery.
- B. Any employee covered by this Agreement shall have the right to inspect and obtain copies (priced according to Board fee schedule) of documents from their personnel file upon three (3) working days notice to the custodian thereof.

ARTICLE 92

DRIVERS SALARY LIST

A. Salary based on 183 school days - remuneration will reflect any changes

made in the number of school days.

Full time base salary: six (6) hours per

Salary Guide at the end of this document and is retroactive to July 1, 2016.

B. Guide Placement: Pertinent driving experience and other factors may be considered by the Board for salary guide placement for newly hired contract drivers.

ARTICLE 93

LONGEVITIES

6 to 10 years of service: \$400.00

11 to 15 years of service: \$400.00 (Total: \$800.00)

16 to 20 years of service: \$400.00 (Total: \$1,200.00)

21 years and up: \$400.00 (Total: \$1,600.00)

Employees entering their thirty-first (31st) year of employment with the Board will receive a one-time \$1,000.00 incentive bonus (all employees with the exception of professional staff.)

ARTICLE 94

NON-CONTRACT RUNS

A. Any trips not part of a continuous time schedule to be paid at the following flat rates:

2016-2017 - \$18.00 per hour

2017-2018 - \$20.00 per hour

2018-2019 - \$21.00 per hour

- B. Non-contract runs and all extra work assignments shall be voluntary and shall be rotated from a seniority list at the beginning of the school year.
- C. Transportation supervisor will post extra trip assignments each Thursday morning and assignments the following week.
- D. Drivers on the "overtime list" may indicate a desire for an assignment by signing their name below the assignment on this list posted. Assignments will be made by the Transportation Supervisor on a rotation basis to the driver(s) responding to the

posting. The rotation system shall be the prime method of assigning extra runs. However, the Transportation Supervisor may make assignments, as he/she deems necessary when the situation warrants it.

- E. The minimum pay for all trips shall be one (1) hour.
- F. If the Transportation Supervisor fails to notify a driver of a canceled trip prior to the driver's reporting time, a minimum of two (2) hours shall be paid to said driver. This provision applies only to assignments which require the driver to report to work. Trips scheduled between normal assignments, or at the end of the working day are exempt.
- G. If a non-contract run or an extra work assignment is canceled, for any reason, and rescheduled another day, because of this schedule change, the originally scheduled driver will retain his/her place in the rotation schedule as if they had never been assigned the trip in the first place.

ARTICLE 95

CONTRACT PACKAGES

- A. Contract packages for full time drivers shall consist of no more than three (3) time blocks, two (2) time blocks if the package contains assignments presently known as "late runs", which total no more than six (6) hours. Additional duties may be assigned on either a temporary or permanent basis, so long as the assigned daily transportation duties, and additional duties do not exceed six (6) hours.
- B. Assignments in excess of six (6) hours will receive additional compensation, at the contract rate.
- C. Contract packages with less than four (4) hours of work shall be considered part-time. All drivers with duties between four (4) and six (6) hours will be compensated at the six (6) hour rate. Ample time will be allowed within the framework of the daily six (6) hour schedule to perform assigned maintenance and preparation duties.
- D. Assignments will not be made if it is anticipated that such assignment will cause the driver to work beyond their scheduled time. However, drivers known as floaters, whose contracts were extended from four (4) or five (5) hours to six (6) hours will be required to perform any normal driving assignments not limited to, but including: field trips, athletic events, substitutions for drivers who are out sick, etc. Such duties performed

mid-day will be done without further compensation.

- E. Any parochial runs scheduled on days beyond the Wall Township calendar shall be treated as non-contract runs with the regular driver driving the entire package. The driver who selects the parochial package shall be guaranteed two (2) hours minimum.
- F. Contract packages: A grouping of contract runs for assignments to individual Drivers.
- G. All packages shall be picked in order of seniority. When the Transportation Supervisor does not agree that a driver is suited to a package chosen by that driver, the Supervisor will meet with the driver and give his/her reasons for not approving. If the driver does not agree with the reason set forth by the Transportation Supervisor, he/she may grieve the decision of the Supervisor through the grievance machinery.
- H. Packages will be posted for review at least two (2) days prior to the date for selection.
- I. The date of selection shall be no later than the last week in August. Drivers will be notified by mail in advance of the posting.
- J. Drivers not present for selection must provide a written proxy directing another driver to make the selection for them, or the Transportation Supervisor will make the selection for them in seniority order.
- K. Any and all packages may be altered during the school year to meet changing need. Adjustments to salary will be prorated accordingly.
- L. Drivers are required to perform a trial run of their contract package and submit written route directions with stop times within two (2) days after package selection. Drivers are to update and resubmit route directions with stop times and special conditions (i.e. kindergarten student) within fifteen (15) working days of the start of school, and at any time changes are made to the package.

The daily contract package will be six (6) hours per day. Time not worked within the original daily contract package will not accumulate.

M. Packages which become available at least thirty (30) calendar days before the end of the school year as established by the annual school calendar will be posted three (3) days for bidding by the employees. Transportation Supervisor would have full authority to choose the person for the position from this list with consideration given to the employee's seniority. Packages shall be posted within two (2) working days of vacancy and shall be awarded within three (3) working days after the posting period, subject to final approval by the Board. The Building Representative shall be responsible for ensuring that all drivers are aware of the posting.

ARTICLE 96 SICK DAYS

A. Pursuant to the current Board policy, employees shall be allowed annual personal sick leave without loss of pay of such absences as follows:

Twelve (12) days for employees on a twelve (12) month contract

Ten (10) days for employees on a ten (10) month contract

Sick Leave shall be provided for the purpose of recuperation from illness or injury. Sick leave is not to be construed as vacation or personal time to be taken at the will of the employee.

- B. Unused portions of annual sick leave shall accumulate without limitation for subsequent use. Under no circumstances is accrued sick leave to be considered or applied as terminal leave. Doctor's appointments which have to be made during the work day can be deducted from sick leave days.
- C. A certificate of absence shall be filed by each employee for any absence and for absences due to illness over three (3) consecutive days duration, a doctor's certificate shall be required to be filed in the office of the Board Secretary/Business Administrator. The doctor's certificate shall indicate the employee is fit to resume duties as a bus driver. The Board reserves the right to have its own physician examine the employee for final determination of fitness to perform duties.
- D. Sick leave accrued in one school district may not be carried over with subsequent employment in another school district.
- E. In the event a driver does not complete the assigned time slots due to illness or

emergency, and said emergency arises during the first time slot, said driver will be docked one (1) sick day. If the emergency arises during the second time slot, driver will be docked one-third (1/3) sick day, and if it occurs during the third (3rd) time slot, driver will not be docked any sick time.

F. In any instances of extended illness, additional sick days up to a total not to exceed two (2) days for each year of previous employment may be granted upon the approval of the Board. Used portions of these extended sick leave days shall not be reinstated.

ARTICLE 97

MEDICAL INSURANCE

- A. Single coverage: Medical insurance will be provided by the Board of Education Benefits of such coverage shall not be reduced below the current coverage.
- B. Family coverage: Any driver may purchase family coverage at the current board rates.
- C. Prescription Plan: The Board agrees to provide an "employee only" Prescription Drug Plan with the premiums being paid by the Board. Benefits of such coverage shall not be reduced below the current coverage.

Family Prescription: Those drivers, to the extent only of their coverage with regular hospitalization, may enroll in the drug plan. The drivers must pay the applicable amount.

D. Any driver may purchase single/family Dental Insurance at Board rates.

ARTICLE 98

LEAVE OF ABSENCE WITHOUT PAY

A. Employees may be granted a leave of absence without pay for personal reasons for a period of up to one (1) year with the approval of the Board during which time they shall retain their seniority rights.

Seniority will accrue during the leave period.

ARTICLE 99

PERSONAL DAYS

- A. Employees may be granted up to three (3) days of absence during any one school year without deduction of salary.
- B. Personal days shall be provided for the sole purpose of permitting any employee the opportunity to transact matters of personal affairs and to meet emergency situations which cannot be performed at a time other than regular working hours without loss of pay. Personal business leave is not to be construed as vacation time to be taken at the will of the individual employee.
- C. Requests for personal days which precede or follow school holidays or vacation periods shall be honored only under extreme circumstances.
- D. Personal days are to be taken with internal control by both the Administration and the Association.
- E Unused portions of personal leave shall be converted to accumulated sick leave on June 30th of each year.
- F. A minimum of forty-eight (48) hours notice requirement for personal days is required, except in the case of an emergency.

ARTICLE 100

ASSOCIATION ACTIVITY

A. The Board agrees to grant officially elected delegates time off with pay for the purpose of attending Association Conventions and/or conferences provided that time off does not exceed an aggregate of five (5) working days in the calendar year, and that not more than two (2) such Association delegates shall be permitted to attend such conventions or conferences at any one time, and applications of said time shall not exceed two (2) annually. Written request specifying the amount of time off is to be received by the Board at least five (5) days in advance of granting of each time off. Under certain circumstances this five (5) day period may be waived by the Board.

ARTICLE 101 ASSOCIATION REPRESENTATIVES

A. The Board agrees to recognize a minimum of one (1) Building Representative and one (1) Alternate selected by the Association. A Representative shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The Association President or Representative shall be granted a reasonable amount of time during his/her regular work hours, without loss of pay, to present, discuss, and investigate grievances. Neither a representative nor an Association officer shall leave his/her work without first obtaining permission of his/her immediate supervisor, which permission shall not be unreasonably withheld. The Association agrees to provide a listing of the current Building Representatives and Officers for the Board after the regular Association election and also to notify the Board of any interim changes.

ARTICLE 102

SENIORITY

- A. A seniority list for bus drivers will be maintained by the Board and monitored by the Board and the Association. The Board and the Association agree that an updated seniority list will be provided to the Association once each year of this contract. Employees will be placed on the seniority list in accordance with their date of hire. Ties will be broken by date of receipt of application for full time employment. Applications will be purged once a year.
- B. Seniority shall prevail in any layoff of employees, the least senior employee to be laid off first. Employees shall be recalled or offered recall from layoff in the inverse order of their layoff, the most senior laid off employee being the first to be recalled. Laid off employees shall be eligible for recall for a period up to one (1) year from the date of their layoff.
- C. Employees who refuse to return to work within ten (10) days of the time they are offered recall shall be terminated. Notification of layoff or recall shall be by registered letter, return receipt requested.

ARTICLE 103

MEDICAL EXAMINATIONS

A. To satisfy the bi-yearly medical examination requirements for the renewal of bus drivers' licenses, all drivers shall be required to have a physical examination by a medical doctor.

- B. The Board agrees to reimburse each driver up to \$45.00 for such examination upon receipt of bill, provided the results are negative.
- C. Additional medical examinations may be required by the Board to verify a driver's physical capabilities following an extended illness.
- D. The Board will pay for bus driver drug testing that takes place every two (2) years up to a maximum of \$65.00. This amount is over and above the amounts reimbursed for medical exams.

ARTICLE 104

UNIFORMS

- A. The Board reserves the right to select the style and color of uniforms.
- B. The uniform allowance shall be \$135.00 yearly for all full time employees.

ARTICLE 105

GENERAL PROVISIONS

A. The Board agrees to reimburse each driver for bus license renewal fee up to the cost of endorsements required by the Board.

ARTICLE 106

SUMMER WORK

A. Any driver interested in working during the summer months must notify the Transportation Supervisor, in writing, thirty (30) days prior to the end of the work year, of their desire to work any summer assignments that may become available.

Any letter of intent submitted after the thirty (30) days, will be honored at the discretion of the Board.

The Transportation Supervisor may approach any driver prior to the thirty (30) days from the end of the work year. After the expiration of the thirty (30) day limit, drivers may not be approached unless there are not sufficient responses to fill the needed assignments.

If more drivers have submitted a letter of intent than there are runs available, the assignments will be given out in order of seniority until all runs are covered.

TEACHER GUIDE 2016-2017, 2017-2018, 2018-2019

SALARY GUIDE STEP (Former Step)/New	A BA	B BA+15	C BA+15 IN FIELD	D BA+30 IN FIELD	E MA IN FIELD	F MA+15 IN FIELD	G MA+30 IN FIELD OR	H MA+45 IN FIELD OR MA+60	I MA+60 IN FIELD
Step			OR	OR	OR	OR	MA+45	0171177	

			BA +30	MA	MA+15	MA+30			
(3)/1	54320	55020	55720	56420	57120	57820	58520	59220	59920
(4)/2	54820	55570	56270	56970	57670	58370	59070	59770	60470
(5)/3	55320	56070	56770	57470	58170	58870	59570	60270	60970
(6)/4	55720	56470	57170	57870	58570	59270	59970	60670	61370
(7)/5	56120	56850	57550	58250	58950	59650	60350	61050	61750
(8)/6	56620	57320	58020	58720	59420	60120	60820	61520	62220
(9)/7	57120	57820	58520	59220	59920	60620	61320	62020	62720
(10)/8	57700	58400	59100	59800	60500	61200	61900	62600	63300
(11)/9	58200	58900	59600	60300	61000	61700	62400	63100	63800
(12)/10	59300	60000	60700	61400	62100	62800	63500	64200	64900
(13)/11	61100	61800	62500	63200	63900	64600	65300	66000	66700
(14)/12	63100	63800	64500	65200	65900	66600	67300	68100	68700
(15)/13	65300	66100	66800	67500	68200	68900	69600	70190	71000
(16)/14	68500	69500	70100	70700	71400	71800	71900	73000	73600
(17)/15	71100	72000	72600	73200	73900	74300	74900	75500	76100
(18)/16	73700	74600	75200	75800	76400	77000	77600	78200	78800
(19)/17	76600	77600	78300	79000	79600	80300	81000	81700	82400
(20)/18	79800	80700	81400	82100	82700	83400	84100	84800	85500
(21)/19	82900	84000	84700	85400	86000	86700	87400	88100	88800
(22)/20	87200	87900	88600	89300	90000	90700	91400	92100	92800
							· · · · · · · · · · · · · · · · · · ·		

SECRETARY GUIDE

STEP	2016-2017	2016-2017	2017-2018	2017-2018	2018-2019	2018-2019
(Former) /New	12 month	10 month	12 month	10 month	12 month	10 month

(5)/1	32,415	27,013	32,845	27,371	33,275	27,729
(6)/2	32,915	27,428	33,345	27,788	33,775	28,146
(7)/3	33,415	27,846	33,845	28,204	34,275	28,563
(8)/4	33,960	28,300	34,390	28,658	34,820	29,017
(9)/5	35,415	29,513	35,845	29,871	36,275	30,229
(10)/6	36,665	30,554	37,095	30,913	37,525	31,271
(11)/7	38,015	31,679	38,445	32,038	38,875	32,396
(12)/8	39,615	33.013	40,045	33,371	40,475	33,729
(13)/9	42,215	35,179	42,645	35,538	43,075	35,896
(14)/10	44,815	37,346	45,245	37,704	45,675	38,063
(15)/11		39,846		40,204		40,563
	47,815		48,245		48,675	
FROZEN	49,932	N/A	49,932	N/A	49,932	N/A

CAFETERIA GUIDE

STEP	2016-2017	2017-2018	2018-2019
1	14.92	15.10	15.28
2	15.02	15.20	15.38
3	15.24	15.42	15.60
4	15.34	15.52	15.70
5	15.44	15.62	15.80
6	15.64	15.82	16.00
7	15.84	16.02	16.21
8	16.84	17.02	17.21
9	17.26	17.44	17.63
10	17.84	18.02	18.21
11	18.89	19.07	19.26
12	19.86	20.03	20.21

PARAPROFESSIONAL GUIDE

STEP	2016-2017	2017-2018	2018-2019
(Former)/New			

(2)/1	12.85	13.01	13.18
(3)/2	13.34	13.50	13.67
(4)/3	13.84	14.01	14.18
(5-6)/4-5	14.34	14.51	14.68
(7)/6	14.84	15.00	15.17
(8)/7	15.34	15.50	15.66
(9)/8	15.84	16.00	16.17
(10)/9	16.34	16.50	16.66
(11)/10	16.86	17.02	17.19
(12)/11	17.40	17.56	17.73
/12	18.67	18.83	18.99

CUSTODIAL GUIDE

STEP (Former)/New	2016-2017	2017-2018	2018-2019
(1)/None			\
(2)/1	39,460	39,934	40,414
(3)/2	40,460	40,934	41,414
(4)/3	41,460	41,934	42,414
(5)/4	42,515	42,989	43,469
(6)/5	43,505	43,979	44,459
(7)/6	44,360	44,834	45,314
(8)/7	45,455	45,929	46,409
(9)/8	48,355	48,829	49,309
(10)/9	50,455	50,929	51,409
(11)/10	53,115	53,589	54,069

MECHANIC GUIDE

STEP	2016-2017	2017-2018	2018-2019
(Former)/New			

(1)/None			
(2)/1	47,485	48,090	48,700
(3)/2	48,485	49,090	49,700
(4)/3	49,485	50,090	50,700
(5)/4	49,485	50,090	50,700
(6)/5	50,485	51,090	51,700
(7)/6	51,915	52,520	53,130
(8)/7	54,600	55,205	55,815
(9)/8	57,700	58,305	58,915
(10)/9	60,935	61,540	62,150

MAINTENANCE GUIDE

STEP (Former)/New	2016-2017	2017-2018	2018-2019
(1)/None			
(2)/1	48,435	48,990	49,555
(3)/2	49,065	49,620	50,185
(4)/3	50,235	50,790	51,355
(5)/4	50,735	51,290	51,855
(6)/5	52,435	52,990	53,555
(7)/6	53,505	54,060	54,625
(8)/7	56,815	57,370	57,935
(9)/8	58,675	59,230	59,795
(10/9	60,365	60,920	61,485

Bus Driver Guide

STEP (Former)/New	2016-2017	2017-2018	2018-2019
(1)/None			

(2)/1	26,098	26,396	26,700
(3)/2	26,363	26,661	26,965
(4)/3	26,863	27,161	27,465
(5)/4	27,463	27,761	28,065
(6)/5	28,263	28,561	28,865
(7)/6	29,063	29,361	29,665
(8)/7	30,063	30,361	30,665
(9)/8	31,063	31,361	31,665

CO-CURRICULAR ACTIVITIES GUIDES 2016-2017, 2017-2018, 2018-2019

DISTRICT, HIGH SCHOOL, INTERMEDIATE, ELEMENTARY

ACTIVITY	2016-2017	2017-2018	2018-2019
AFS	1190	1202	1214
AFTER SCHOOL/BEFORE SCHOOL SUPPLEMENTAL PER HOUR	62	63	63
ANIME CLUB	1190	1202	1214
ART CLUB ADVISOR	1190	1202	1214
ANTI-BULLYING TASK FORCE ADVISOR	5150	5202	5254
ASSISTANT MARCHING BAND	2935	2964	2994
ASTRONOMY CLUB	1190	1202	1214
AVA COORDINATOR	6180	6242	6304
AVA COORFDINATOR	4020	4060	4101
BADMINTON CLUB	1190	1202	1214
BAND AND SCHOOL CONCERTS DIRECTOR	6060	6121	6182
CHAMBER ORCHESTRA CLUB	2730	2757	2785
CHESS CLUB	1190	1202	1214
CLASS ADVISOR GRADE 9	2470	2495	2529
CLASS ADVISOR GRADE 10	3500	3535	3570
CLASS ADVISOR GRADE 11	4015	4055	4096
CLASS ADVISOR GRADE 12	4480	4525	4570
COMPETITION CHOIR ADVISOR JAN - JUNE	1400	1414	1428
COMPUTER CLUB	1235	1247	1260
COMPUTER CLUB	1190	1202	1214
CURRICULUM EDITORS BA - PER HOUR	47	47	48
CURRICULUM EDITORS MA - PER HOUR	57	58	58
DANCE CLUB	1190	1202	1214
DATA COORDINATOR PER HOUR	57	×××××××××××××××××××××××××××××××××××××××	×××××××××××××××××××××××××××××××××××××××
DEBATE TEAM	2565	2591	2617
DECA ADVISOR	1185	1197	1209

DELTA CLUB	1190	1202	1214
DEPARTMENT CHAIR TIER 1	8240	8322	8406
DEPARTMENT CHAIR TIER 2	5665	5722	5779
DIVERSITY HUMAN RELATIONS CLUB	1220	1232	1245
DRAMATICS	2830	2858	2887
DRAMATICS MUSICAL	4190	4232	4274
DRIVER EDUCATION DIRECTOR-BEHIND THE WHEEL PROGRAM	3776.60	3814	3853
DRIVER EDUCATION BEHIND THE WHEEL INSTRUCTOR PER HOUR	41	41	42
EIGHTH GRADE TRIP CHAPERONE-FOR ONE NIGHT PER CHAPERONE	206	208	210
ENGAGE AND CREATE CLUB	1190	1202	1214
ENGINEERING ACADEMY ADVISOR	3605	3641	3677
ENVIRONMENTAL CLUB	1480	1495	1510
ESL NIGHT SCHOOL FOR PARENTS/EVENING SCHOOL FOR PARENTS OF ELL WORKSHOP PER HOUR	62	63	63
FITNESS CLUB	1190	1202	1214
GAMES CLUB ADVISOR	1190	1202	1214
GO GREEN CLUB ADVISOR	1190	1202	1214
GREENHOUSE COORDINATOR	8295	8378	8462
GUITAR CLUB ADVISOR BI-MONTHLY	1190	1202	1214
GUITAR CLUB ADVISOR WEEKLY	2730	2757	2785
HEAD NURSE	3295	3328	3361
HEROES AND COOL KIDS CLUB	1855	1874	1892
HOME INSTRUCTION	52	53	53
HOMEWORK CLUB	3900	3939	3978
IN-SERVICE ORIENTATION FOR NEW COURSES PER HOUR	41	41	42

INSTRUMENTAL MUSIC CONCERT-PER CONCERT	340	343	347
INSTRUMENTAL MUSIC CONCERT-PER CONCERT	340	343	347
INSTRUMENTAL MUSICAL	1490	1505	1520
INTERACT CLUB	1235	1247	1260
JAZZ BAND ADVISOR	2730	2757	2785
JAZZ BAND	2730	2757	2785
JUNIOR ART HONOR SOCIETY	1190	1202	1214
KEY CLUB	1235	1247	1260
LGBT ALLIANCE	1190	1202	1214
LITERARY CLUB	1235	1247	1260
MATH CLUB	1190	1202	1214
MATH CLUB	1190	1202	1214
MENTOR TEACHERS	1440	1454	1469
MODEL UN	1190	1202	1214
NATIONAL ART HONOR SOCIETY	1190	1202	1214
NATIONAL HONOR SOCIETY	1190	1202	12145
NATIONAL JUNIOR HONOR SOCIETY CLUB	1190	1202	1214
NATIONAL MUSIC HONOR SOCIETY	1190	1202	1214
NEWSPAPER CLUB	1190	1202	1214
PAY FOR AFTER SCHOOL ACTIVITIES FROM FUNDRAISING ACTIVITIES PER HOUR	26	26	27
PEER LEADERSHIP	1855	1874	1892
PHOTOGRAPHY	1190	1202	1214
PRIDE CLUB ADVISOR	1615	1631	1647
NNDCC DRILL TEAM	5350	5404	5458
SATURDAY DETENTION MONITOR PER HOUR	45	45	46
SCHOOL MUSICAL DIRECTOR VOCAL MUSIC	2830	2858	2887

SCHOOL NEWS MEDIA	3035	3065	3096
SCHOOL PLAY ADVISOR	3245	3277	3310
SCHOOL VOCAL MUSIC CONCERT DIRECTOR	1190	1202	1214
SCIENCE COMPETITION TEAM ADVISOR	1195	1207	1219
SEWING	1285	1298	1311
SKI/SNOWBOARD CLUB	1190	1202	1214
SOUND AND LIGHT ADVISOR PER HOUR	45	45	46
SPORTS MEDICINE CLUB	1190	1202	1214
STAGE AND DESIGN/DECORATING	2380	2404	2428
STAGE AND DESIGN/DECORATING	2385	2409	2433
STAGE AND LIGHTING ADVISOR	2380	2404	2428
STAGE AND LIGHTING ADVISOR	2385	2409	2433
STRENGTH AND CONDITIONING COACH	4730	4777	4825
STUDENT COUNCIL ADVISOR	3210	3242	3275
STUDENT COUNCIL	2370	2394	2418
STUDENTS AGAINST DESTRUCTIVE DECISIONS TASK FORCE	2565	2591	2617
SUMMER BAND CAMP ADVISOR	2675	2702	2729
SUMMER CURRICULUM BA PER HOUR	47	47	48
SUMMER CURRICULUM MA PER HOUR	57	58	58
TEACHER IN CHARGE	3375	3409	3443
TEACHER IN CHARGE PRIMARY	4585	4631	4677
TEAM LEADER	4120	4161	4203
TECHNOLOGY STUDENT ASSOCIATION	1750	1768	1785
THESPIAN SOCIETY	1235	1247	1260
VIDEO YEARBOOK COORDINATOR	4300	4343	4386
VOLUNTARY LUNCHROOM/PLAYGROUND COVERAGE PER HOUR	45	45	46

WALL BUSINESS & FINANCE ACADEMY ADVISOR	3605	3641	3677
WALL BUSINESS & FINANCE ACADEMY ASSISTANT POSITION	1800	1818	1836
WALL KNIGHT CARE ADVISOR	1855	1874	1892
WALL YOUTH CHOIR ADVISORS-SPLIT	2730	2757	2785
WEBMASTER	7000	7070	7141
WEMASTER	6905	6974	7044
WEIGHT ROOM SUPERVISOR PER SEASON	2580	2606	2632
WORLD LANGUAGE CLUB ADVISOR	1190	1202	1214
WRAP AROUND PROGRAM SUPERVISOR PER HOUR	40	40	41
WRAP AROUND SITE SUPERVISOR COORDINATOR PER HOUR	35	35	36
WRAP AROUND PARAPROFESSIONAL GROUP LEADER PER HOUR	20	20	20
YEARBOOK	4400	4444	4488
YEARBOOK	2525	2550	2576

<u>Coaching Guides</u> 2016-2017, 2017-2018, 2018-2019

<u>High School:</u>

Sport	2016-2017	2017-2018	2018-2019
Equipment Manager	7570	7646	7722

Band Front *	3900	3939	3978
Asst. Band Front*	2140	2161	2183
Head Baseball & Head Softball	7950	8030	8110
Asst. Baseball & Asst. Softball	4995	5045	5095
Head Basketball Men & Women	8300	8383	8467
Asst. Basketball Men & Women	5375	5429	5483
Bowling (Winter)	4540	4585	4631
Bowling (Intramural)	3395	3429	3463
Head Cheerleading Fall & Winter	3540	3575	3611
Asst. Cheerleading Fall & Winter	3250	3283	3315
Head Chess	3590	3626	3662
Asst. Chess	2285	2308	2331
Competitive Cheerleading	3785	3823	3861
Head Cross Country Men & Women	4655	4702	4749
Asst. Cross Country Men & Women	3755	3793	3830
Head Field Hockey	7950	8030	8110
Asst. Field Hockey	5015	5065	5116
Head Football	8680	8767	8854
Asst. Football	5755	5813	5871
Head Golf Men & Women	4635	4681	4728
Asst. Golf Men & Women	2265	2288	2311
Head Gymnastics Men & Women	7950	8030	8110
Asst. Gymnastics Men & Women	4610	4656	4703
Head Ice Hockey	7950	8030	8110
Asst. Ice Hockey	4995	5045	5095
Head Lacrosse Men & Women	7950	8030	8110
Asst. Lacrosse Men & Women	4995	5045	5095
Head Soccer Men & Women	7950	8030	8110
Asst. Soccer Men & Women	5015	5065	5116
Surfing	3540	3575	3611
Head Swimming Men & Women	7950	8030	8110
Assistant Swimming	4995	5045	5095
Head Tennis Men & Women	5150	5202	5254
Asst. Tennis Men & Women	3385	3419	3453
Head Track Men & Women	5930	5989	6049
Asst. Track Men & Women	4655	4702	4749
Head Volleyball Men & Women	7950	8030	8110
Asst. Volleyball Men & Women	4995	5045	5095

Head Wrestling	8300	8383	8467
Asst. Wrestling	5015	5065	5116

^{*}Band Front Advisor is to receive an additional 10% of the above salary, for participation in the Belmar St. Patrick's Day Parade. This 10% is to be paid in a supplemental check in March.

Intermediate:

Sport	2016-2017	2017-2018	2018-2019
Asst. Athletic Director (per season)	3770	3808	3846
Head Coach	4655	4702	4749
Asst. Coach	3715	3752	3790
Intramural Activities Coach	1700	1717	1734
Cheerleading (Fall Season/Winter Season)	3385	3419	3453

Additional \$200 shall be paid upon the tenth (10th) season of service in their spot to each High School and Intermediate School coach having served ten (10) or more seasons in their sport. Additional \$200 shall be paid upon the twentieth (20th) season of service in their sport to each High School and Intermediate School coach having served twenty (20) or more seasons in their sport. Any coaches who were being paid above step 4 on the original guide will be grandfathered into their salaries for the 14-15 and 15-16 years.