

AGREEMENT BETWEEN  
THE LONG BRANCH BOARD OF EDUCATION  
AND  
THE LONG BRANCH FEDERATION OF TEACHERS

(Instructional Assistants, AVA Technicians, Attendance Officers, Substitute Callers, Full Time Bus Drivers, Part Time Bus Drivers, Full Time Bus Aides, Part Time Bus Aides, Nurse Practitioners, Student Assistant Coordinators, Student Information Systems Liaison, Parent-Community Liaison, District Safety Officer Liaison, and Supplemental Instructors)

July 1, 2020 – June 30, 2023

## **LONG BRANCH FEDERATION OF TEACHERS**

Barbara Greely, President  
Frances Tice, Vice President  
Donna Olivadotti, 2<sup>nd</sup> Vice President  
Linda Vieira, Secretary  
Jill Zocco, Treasurer

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## **CENTRAL OFFICE ADMINISTRATORS**

Michael Salvatore, Ph. D.  
Superintendent of Schools

Alvin Freeman, Ed. D.  
Asst. Superintendent of Schools

JanetLynn Dudick, Ph. D.  
Assistant Superintendent for Pupil and Personnel

Roberta Freeman, Ed. D.  
Chief Academic Officer

Peter E. Genovese III, RSBO, QPA  
School Business Administrator/Board Secretary

Nancy Valenti  
Asst. School Business Administrator/Asst. Board Secretary

Alisa Aquino  
District Personnel Manager

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## **ARTICLE 1 - RECOGNITION**

The Board hereby recognizes the Federation as the sole and exclusive representative for purposes of collective negotiations concerning terms and conditions of employment for a bargaining unit consisting of all Attendance Officers, Cable Technicians, Technology Technicians, Full Time Bus Drivers, Part Time Bus Drivers, Full Time Bus Aides, Part Time Bus Aides, Instructional Assistants, Substitute Callers, Nurse Practitioner, Student Assistant Coordinators, Student Information Systems Liaison, Parent-Community Liaison, District Safety Officer Liaison, and Supplemental Instructors.

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

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

### ARTICLE 3 - GRIEVANCE PROCEDURE

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

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

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

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

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

C. General Procedures

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

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

#### D. Representation

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

#### E. Attendance at Proceedings

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

#### F. Level 1

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

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

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

#### G. Level II

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

1. The grievance filing at Level II shall include:

- a. The original statement of grievance;
- b. A copy of the Level I decision and any documentation accompanying that decision;
- c. A statement of reasons for dissatisfaction with the Level I decision; and
- d. Whether or not the grievant desires a hearing.

2. Failure to request a hearing shall be deemed a waiver of the right to hearing; providing, however, that if the hearing is waived, the Superintendent or his designee may request an informal meeting to obtain any information he deems necessary to a disposition of the grievance.

3. The Superintendent of Schools or his designee shall render a written decision on the grievance within nine (9) school days from the receipt of grievance.

#### H. Level III

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

1. Requests for review shall be submitted to the Superintendent of Schools who shall forward the request along with all related decisions and documentation to the Board of Education.

2. The Board of Education shall, at its option determine whether there will be a hearing in the matter.

3. The Board of Education shall render a written decision on the grievance within twenty-eight (28) school days of the written request for review.



I. Level IV

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

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

- J.
1. A grievant may file a claim with the Office of Civil Rights by mail: U.S. Dept. of Education, 32 Old Slip, 26<sup>th</sup> Floor, New York, NY 10005-2500; telephone: 1-646-428-3800; FAX: 1-645-428-3843; or email: [OCR.NewYork@ed.gov](mailto:OCR.NewYork@ed.gov)
  2. A grievance can end at any level in the process if mutually agreed upon by both sides.

## ARTICLE 4 – FEDERATION RIGHTS

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

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

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

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

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

- F. Federation representatives may request meetings with building administrators to review building level concerns not more than once a month. Each request for such a meeting shall be accompanied by an agenda stating the subject the Federation wishes to discuss.
- G. Federation representatives may obtain copies of the agenda for each regularly scheduled board meeting at such time as they are available prior to the meeting at the Board offices.
- H. Meetings may be scheduled between the Central Administration and the Federation to discuss matters of mutual concern in terms of educational policy, the implementation of the Agreement, and any other topics relevant to the labor relationship.
- I. On or before October 30<sup>th</sup> of each school year the Board of Education shall provide the Federation with a list of names and work locations of all members of the bargaining unit.
- J. The Board shall give written notification to the Federation of any proposed reductions in force affecting members of the bargaining unit.
- K. Effective July 1, 2016, up to four (4) members representing the Long Branch Federation of Teachers shall be granted release time without loss of pay to participate in legal proceedings involving the collective negotiations relationship of the parties including meetings with the Administration and/ or Superintendent.

## ARTICLE 5 – EMPLOYEE RIGHTS

Pursuant to N.J.S.A. 34:13A-1 et seq., the parties hereby agree that the employees shall have the right to join or not to join the Federation, for the purpose of engaging in collective negotiations pertaining to the terms and conditions of their employment. The parties agree that they will not discriminate against any employee with respect to the terms and conditions of his employment by reason of his membership in the Federation or his participation in any activities thereof.

- B. No employee shall be prevented from wearing the normal organizational insignia as identification of membership in the Federation or its affiliate.
- C. Whenever any employee is required to appear before a Supervisor, the Superintendent of Schools or his designee, the Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, employment, salary, or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and of his rights to be represented at such meeting or interview. Any suspension of any employee as a result of any formal charge shall be without pay until the time of determination of the charge. In the event the employee is ultimately exonerated of the charge, the employee shall be made whole retroactive to the day of suspension.
- D. Non-tenured/non-permanent employees whose employment is terminated shall be given, upon request, a written statement of reasons for a termination. Such employee shall also be granted, upon request, a non-adversarial hearing before the Board.
- E. The Board shall not discharge, suspend, or discipline a permanent employee without just cause. Grievances brought pursuant to this provision shall be initiated at Level II before the Superintendent of Schools or his designee.

## ARTICLE 6 – LEAVES

### A. Annual Sick Leave

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

1. **Ten (10) Month Contract Employees**

Employees on a ten-month contract basis shall be entitled to an annual sick leave of ten (10) days per contract year at full pay.

2. **Twelve (12) Month Contract Employees**

Employees on a twelve-month contract basis shall be entitled to annual sick leave of twelve (12) days per contract year at full pay.

3. **Sick Leave – Accumulative**

Sick leave for both #1 and #2 above shall be cumulative. That is, all days of annual sick leave not utilized during a contract year shall accumulate to the employee's benefit.

4. **Days Required Beyond Accumulative Sick Leave**

If an employee exhausts all annual and accumulated paid sick leave the Board may, on a case by case basis grant up to an additional ten (10) days of sick leave to be compensated at the daily rate of pay less the pay of a substitute.

a. Deduction of a substitute rate shall be effective whether or not a substitute is employed.

b. Absence due to sickness beyond the additional days provided for in this section shall be subject to the full deduction of a day's salary for each additional day's absence.

c. Rare cases deemed meritorious by the Board may be given special consideration without establishing a general rule for future practice.

d. The Board shall keep the Federation informed as to the established rates of pay for substitutes and any changes made in those rates.

5. **Proof Of Illness**

In the event an employee shall be absent more than three (3) consecutive days because of personal illness or quarantine (non-job or job-related accident), it shall be the option of the Superintendent or the Board of Education (through their authorized representatives) to require a physician's certificate verifying the absence and reason thereof.

6. **Sick Leave – Definition**

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

**Exception**

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

An employer shall permit an employee to use the earned sick leave accrued pursuant to this act for any of the following:

Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee.

Time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member.

Absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to all the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence.

Time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or

Time needed by the employee in connection with a child of the employee to attend a School related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability. The Board has established policies and procedures for relevant applicants. The Board shall provide a platform available to all employees for the sole purpose of reporting an employee's absence from school during school days, and every employee shall be required to report his/her absence through the platform. Any absence reported after the designated time on the platform shall be reported directly to the employee's principal or the principal's designated agent.

7. **Day's Salary – Definition of**

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

b. A day's pay for all (12) month employees shall be defined as one two-hundred-sixtieth (1/260) of the annual contractual salary rate.

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

## B. Other Types of Temporary Leaves

### 1. **Family Illness**

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

### 2. **Death in the Family**

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

For special circumstances, an employee who exceeds the five (5) annual days the employee may request assistance from the Superintendent of Schools.

### 3. **Urgent Business**

Employees shall be granted, upon written request to the Superintendent of Schools, three (3) days per school or fiscal year for urgent business not possible to conduct on other than a school day because of conditions beyond the control of the employee. Two of these days shall be without cause and one shall be with cause. All three days shall be converted to sick time if unused. Written requests for urgent business should be submitted through the employee's immediate supervisor to the Superintendent of Schools, as early as possible preceding date requested.

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

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

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

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

**4. Personal Business**

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

**5. Court Subpoenas**

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

**6. Change of Schedule**

When an employee request to change their daily schedule in any manner, the employee shall be required to make-up said time in consultation with his/her immediate Supervisor.

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

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

Employees who are absent from school for causes other than those covered in this article or absent beyond times provided for, will have full salary deducted. Exceptional causes may be referred to the Board of Education through the Office of the Superintendent of Schools for special consideration. Requests for Personal Business must be submitted through the district's approved platform as far in advance as possible; and normally not less than one week.

**D. Maternity Leave of Absence**

- a. Any employee who becomes pregnant may use sick leave pursuant to Section A of this Article for pregnancy-related disability or illness; provided, however, that such leave may not be used during the course of or immediately following an unpaid leave of absence.
- b. Any employee who becomes pregnant may be granted an unpaid leave of absence for pregnancy-related disability subject to the following conditions:
  1. The period of disability is defined as the period of time both prenatal and postnatal, during which a physician certifies the employee's inability to work.
  2. Application for maternity sick leave shall be made, in writing, at least sixty (60) days prior to the requested start of the leave. It shall specify the commencement date of the leave and the date on which the employee shall return to work. All applications must be supported by a certificate from the attending physician.



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

#### E. Vacations

1. A twelve (12) month employee shall be entitled to vacation with pay based on the annual rate of pay of the employee when vacation is taken.

Twelve (12) month technology employees shall be entitled to vacation pay with pay based on the annual rate of pay of the employee when vacation is taken. Twelve (12) month employees shall receive vacation pay as follows:

During 1<sup>st</sup> year of service, after 3 months: 10 pro-rated days will be available to use.  
After completion of 1<sup>st</sup> full year of service until end of 5<sup>th</sup> year of service: 10 days per year.  
At the beginning of the 6<sup>th</sup> year of service until the end of the 14<sup>th</sup> year of service: 15 days per year.  
At the beginning of the 15<sup>th</sup> year of service: 20 days per year

2. Twelve (12) month technology employees shall receive vacation pay as follows:

During the first year of service: after 3 months, 10 prorated days will be available for use.  
After completion of 1<sup>st</sup> first full year of service until end of 5<sup>th</sup> year of service: 10 days per year.  
At beginning of the 6<sup>th</sup> year of service until end of 14<sup>th</sup> year of service: 15 days per year.  
At beginning of the 15<sup>th</sup> year of service: 20 days per year.

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

3. A twelve (12) month employee shall be permitted to utilize his/her vacation time at any time during the work year, so long as prior written approval is provided by the immediate supervisor and Superintendent of Schools.
4. All twelve month employees shall be entitled to the specific holidays outlined in Schedule E, attached hereto, subject to the adoption of a compatible school calendar by the board. In any case, twelve month employees shall be assured a minimum of fifteen holidays per year.

#### F. Terminal Leave

A retiring employee shall receive retirement severance pay as follows:

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

- G. Employees shall have the right to make application for a leave of absence subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools or his designee.

- H. All leaves shall adhere to the provisions of Federal and State statutes, and Board of Education policy.

## ARTICLE 7 - INSURANCE

- A. All employees working thirty (30) or more hours per week shall receive full family medical, prescription, and dental insurance coverage. The terms of this coverage will be the same as provided by the Board for other district employees. A \$100 credit will be provided towards contributions payable as of September 2021 and 2022.
- B. Any bargaining unit member shall have the option to waive any or all health, dental and prescription coverage provided by this Agreement. Any bargaining unit member who chooses to waive all coverage shall notify the Board in writing of his/her intention during open enrollment on or about October 1<sup>st</sup>, preceding a new calendar year, after the plan is to take effect. Any waiver shall remain in effect for a minimum of one (1) year.

Any bargaining unit member who chooses to waive all health, dental, and prescription coverage for the full contract year shall receive a maximum reimbursement of \$1,250.00 in two equal payments; one in December and one in June other than those (10 employees) who waved coverage(s) prior to July 1, 2016.

Those members who waive benefits will receive \$100 increase, providing the total amount does not exceed \$5,000. Any member of the EHP or GSP will not be compensated. This is subject to mutual amount on specific amounts.

- C. Any employee, whose job is terminated through a reduction in force effective in June, will have full medical, dental, and prescription drug benefits paid through August 31<sup>st</sup> of the same year.
- D. Insurance Protection. Effective July 1, 2019 all prescription co-pays will increase by \$5 (five dollars); and the Emergency Room co-pay will increase to \$50 (fifty dollars).

	<u>FY18/19</u>	<u>FY20</u>		<u>FY 18/19</u>	<u>FY20</u>
Medical co-pay	\$10	\$15	Emergency Room	\$25	\$50
Retail generic	\$3	\$8	Mail order generic	\$5	\$10
Retail preferred	\$10	\$15	Mail order preferred	\$15	\$20
Retail non-preferred	\$10	\$15	Mail order non-preferred	\$15	\$20

- E. Pursuant to Public Law chapter 78 all members of this unit shall progress to Tier 4 effectively July 1, 2016.
- F. Chapter 78 contributions- Effective July 1, 2017 and continuing thereafter, the contribution for all bargaining members in this unit shall be frozen at their July 1, 2016 dollar value/contribution.
- G. All of terms and conditions not contained herein shall remain status quo.

## **ARTICLE 8 – EMPLOYEE PROTECTION**

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

## **ARTICLE 9 – EVALUATION**

- A. All evaluations and formal observations of employees shall be processed through the district evaluation platform.
- B. Employees shall be given access to all observation and evaluation reports before such reports are placed in an employee's personnel file. The employee shall acknowledge that he/she has reviewed such reports by electronic signature. Such signature shall merely signify that the report has been reviewed and is not to be construed as evidencing agreement with the content. If the employee refuses to electronically sign, it shall be noted, dated and witnessed.
- C. All employees shall have the right to inspect all items in the personnel file, except for personal recommendations and/or pre-employment evaluations, which were solicited and received in confidence. They shall also have the right to include in the file any information or material considered germane.  
  
The request shall be in writing five working days in advance of the date requested to review the files. In case of a Grievance only, the Federation President or Grievance Chairperson may request this review by telephone two working days in advance of the date requested to review the files.
- D. Personnel files shall continue to be treated as confidential.
- E. All monitoring or supervision of the work performance of an employee shall be conducted openly and with full knowledge of the employee and the use of eavesdropping, public address, audio or video systems and similar surveillance devices shall be strictly prohibited.

## **ARTICLE 10 - EMPLOYEE WAGES AND SALARIES**

A. Salary increases shall be in accordance with the attached salary guides that were jointly developed and agreed upon by all parties (Schedule B).

B. Salary

The Superintendent of Schools shall assign the initial salary of Nurse Practitioners, Student Assistance Counselors, Student Information Systems Liaison, and District Safety Officer-Liaison, etc. based upon experience and certification. After said employee has successfully completed his/her first year of employment and is offered a subsequent contract the employee shall accrue the percentage as indicated in this Agreement for the concurrent years.

Year 1: 3.5%

Year 2: 3.2%

Year 3: 3.2%

C. Overtime will be paid on any work week when the district does not offer 40 hours at not fault of the employee and when an employee works Saturdays or holidays. The only time overtime will not be paid on Saturdays is if the employee takes a sick day, urgent business day, or personal day within that week. (Schedule E). Urgent Business Day, Personal Day and Vacation Day are not included.

D. Longevity Payments

1. All employees represented by this Agreement, including School Based Youth Services Program personnel, shall be eligible for longevity payments as listed in Schedule B.

2. For the purpose of determining eligibility for longevity payments, the number of years in a particular job title and not total years in the district shall be utilized.

3. All employees with less than 10 years' experience in the district prior to the start of this agreement shall not receive a longevity payment until their 15<sup>th</sup> year of service in the district.

E. Instructional Assistants Remuneration

1. The base salary will be increased by \$250 for those holding a bachelor's degree or higher.

F. Retirement Payment

1. During the term of the Agreement, any LBFT member who retires will receive a one time payment of \$1,500 to be paid upon retirement.

G. Bilingual Stipend

Effective upon ratification, current multi-lingual and bilingual (including Braille) instructional assistants with non-English speaking students in their assigned class/classes will receive a stipend of \$550 per year to be paid one-half in December 2020 and one-half in June 2021.

Prior to September 2021, instructional assistants will be evaluated for their knowledge of speaking and writing foreign languages in order to determine whether or not to offer the multi-lingual and bilingual instructional assistants assignment(s) utilizing his/her foreign language skills.

If, as a result of a successful evaluation done prior to the start of the 2021 school year, an instructional assistant is asked to assist with non-English speaking students in their assigned class/classes, he/she will receive a stipend of \$550 per year to be paid one-half in December and one-half in June in Year 2 and Year 3 of this Agreement (2021/2022 and 2022/2023).

If the evaluation is done after the start of the 2021 school year, all instructional assistants who assist with non-English speaking students who are not asked to continue to assist with non-English speaking as result of an unsuccessful evaluation will not qualify for the \$550 stipend in June of 2022 and thereafter. However, they will qualify for one-half of the \$550 stipend to be paid in December 2021.

Any multi-lingual or bilingual instructional assistant who does not qualify for the stipend as a result of an unsuccessful evaluation will no longer be asked by the Employer to perform the function and assist with non-English speaking students.

## ARTICLE 11 - WORKING CONDITIONS

### A. General

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

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

"Within the scope of the job" is to be added to all Job Descriptions.

May leave after duties on Friday.

10-Month employees will work one hundred eighty (180) school days and two (2) additional in-service days, totaling one hundred eighty two (182) days. The Board has the ability to extend in-service days, not to exceed one hundred eighty seven (187). All days beyond one hundred eighty two (182) days require additional compensation at the employee's current hourly rate for each employee.

#### 2. Lunch Period

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

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

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

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

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



B. Instructional Assistants

1. When schools are opened late or closed early due to an emergency and Instructional Assistants have worked four hours or more on the day of closing, Instructional Assistants will receive compensation for the full day.
2. In-service for Instructional Assistants, when not scheduled at the same time as teaching staff members, shall be mandatory. Instructional Assistants will receive compensation for this time if beyond the 182 days or beyond the regularly scheduled work day. Approval by Superintendent or his designee.
3. It is the policy of the Board of Education that non-certified employees shall not be required to provide direct instruction to all students unless they are, themselves, under the direct supervision of a certificated teaching staff member; provided, however, that any grievance arising under this provision shall not result in any monetary remedy.
4. Instructional Assistants will not be required to pay for any school trip required by the job.
5. All classroom Instructional Assistants shall be entitled to one 15-minute break, at a time determined to be suitable by the classroom teacher, included in each workday.
6. Instructional Assistants, on a weekly basis, shall be given 30-minute preparation time. This time is to be used to prepare the classroom for instruction. The schedule time shall be included in the teacher's plans and approved by the Building Principal.
7. Instructional Assistants shall be required to attend one evening meeting, i.e. district or school wide meeting, conference or open house, per school year without additional compensation.
8. Instructional (1:1) one-to-one Assistants will be hired part time in order to provide adequate, safe, and necessary supports to identified students as designated by the students' needs. These employees shall work no more than thirty hours (30). These employees will be employed specifically for the term and conditions of their individual employment contract and will not be entitled to any health benefits.
9. Long Branch Board of Education will insert a hyperlink with the Job Description for instructional assistants in their employment contract.
10. Time for preschool instructional assistants only will be 40 minutes prior to student arrival; 20 minutes after student dismissal; not for 1:1 instructional assistants.

C. Attendance Officer, Cable Technicians, Technology Technicians

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

D. School Based Youth Services Employees

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

E. Bus Drivers/Bus Aides

1. Bus Drivers/Bus Aides will be hired to work four or eight hour days. Shifts may be scheduled within a twelve-hour workday, provided however that no one will be required to work hours other than the regularly scheduled shift. If drivers agree to work extra hours, they will be paid at their regular rate of pay up to forty hours per week.
2. Other employees who work as bus drivers before or after their normal school day will be compensated at the rate of \$21.00 per hour.
3. Bus aides will be compensated at a rate of **\$10/hr.** for routes before and after their contractual hours.
4. Bus drivers (full and part-time) shall be reimbursed for annual/biannual fingerprinting, license fees and physical.

F. Supplemental Instructors

1. Supplemental Instructors shall be employed for 5 hours per day, 5 days per week.
2. Supplemental Instructors shall be given sixty (60) minutes preparation time 4 days per week which shall be included within the 5 hours and may include one (1) hour per week that may be used to serve as a member of the IR&S Committee.
3. Supplemental Instructors starting salary shall be assigned by the Superintendent of Schools at 70% of a full-time teachers' pay rate based on experience and certification. After said employee has successfully completed his/her first year of employment and is offered a subsequent contract the employee shall accrue the same percentage as indicated in this Agreement for the concurrent years.

## ARTICLE 12 - DUES DEDUCTION

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

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

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

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

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

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

## ARTICLE 13 - PROFESSIONAL IMPROVEMENT

### A. Supplemental Instructors

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

### B. School Based Youth Services Program

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

### C. All Other Bargaining Unit Members

1. Effective July 1, 2013, all other members of the bargaining unit shall receive reimbursement by the Board of Education for the cost of tuition up to a maximum of 9 college credits successfully completed between July 1<sup>st</sup> and June 30<sup>th</sup> of a given school year. Reimbursement of the tuition costs will not exceed eighty-five percent (85%) of the average State college tuition per undergraduate credit. Under this paragraph, employees may apply for course at the graduate and undergraduate levels. Payment for Graduate Credit will only be for courses taken leading to teacher certification.
2. Effective July 1, 1993, reimbursement for tuition shall be contingent upon the courses taken having received the prior approval of the Superintendent of Schools, or his designee, and that the courses taken are either related to the area of the unit members' employment or toward a teaching degree. (Reimbursement for tuition must be requested, utilizing the district's automated processing platform, See Schedule C and Schedule D.)
  - a. In order for reimbursement to be effective, courses applied for must be successfully completed. ("C" or "PASS" or higher if letter grade is issued.)

b. Overall Tuition Cap

The Board's maximum liability for tuition reimbursement for each year of this Agreement shall be based the district budget and distributed equally district-wide. Money will be divided into three equal portions to coincide with summer, fall, and spring semesters. Any remaining funds in a semester will carry over to the next semester. The Administration will notify the Federation's President at the end of each reimbursement period of the status of the tuition cap.

c. Course Approval

All eligible employees must receive pre-approval for any courses.

To gain pre-approval, all courses must be approved by Superintendent or his designee no later than:

<b>Summer Semester</b>	<b>May 1</b>
<b>Fall Semester</b>	<b>August 1</b>
<b>Spring Semester</b>	<b>December 1</b>

d. Reimbursement

For tuition reimbursement, all paperwork must be submitted to the Personnel Office no later than:

<b>Summer Semester</b>	<b>May 1</b>
<b>Fall Semester</b>	<b>August 1</b>
<b>Spring Semester</b>	<b>December 1</b>

If forms and documentation are not submitted by the appropriate date, reimbursement will not be provided.

3. Bargaining unit members may be granted one professional/workshop day each year without deduction of salary. The day and site of the workshop shall be approved by the Superintendent of Schools and Building Principal and shall be submitted through the district's automated processing platform two (2) weeks prior to the day of the requested day.
  4. Any Instructional Assistant in the Long Branch School District who holds a county substitute certificate or who is a certificated teacher and who volunteer to substitute for absent teachers shall register with the Board and have copies of said certificate on file with the Board.
  5. Instructional Assistants who are registered with the Board can be assigned to work in the schools as substitute teachers and shall receive in addition to their regular salary, a \$20.00 per period up to three periods or maximum of \$60.00 per diem payment for such assignment payable at the next pay period.
- D. Over the term of this contract all members will be provided opportunity to receive professional development in the areas of restraint, crisis response and code of conduct/healthy workplace environment.

## ARTICLE 14 – POSTINGS AND TRANSFERS

### Notice of Employment Openings

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A. All openings for regular school year or summer employment with the Board of Education, in the Board's Table of Organization below the rank of Assistant Superintendent shall be publicized to all bargaining unit members by the district's email system and website. Interested employees may apply through the automated Recruiting and Hiring platform as indicated in the email distribution and on the website..

B. Employees who possess the necessary qualifications for a posted opening shall be considered for that position; provided, however, that the decision as to all such appointments shall rest in the sole discretion of the Board of Education.

#### C. Voluntary Transfers

Any employee who desires a change in assignment or transfer to another building may submit a request for such change/ transfer using the district's automated processing platform to the Personnel Office not later than February 28 of the school year, immediately preceding the school year for which such change or transfer is requested. Such a request shall not obligate the Board to accede thereto.

#### D. Involuntary Transfers

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

#### E. Emergency Transfers

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

#### F. Bus Drivers

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

## **ARTICLE 15 – LAYOFF/SENIORITY**

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

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

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

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

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

## **ARTICLE 16 – MISCELLANEOUS PROVISIONS**

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

Any contract between the Board and an individual employee hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be deemed to be in addition to those provided by law and regulation.

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

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

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

1. If by Federation, to the Board of Education, 540 Broadway, Long Branch, New Jersey 07740.
2. If by the Board, to the Federation, 103 Brighton Avenue, Long Branch, New Jersey, 07740.

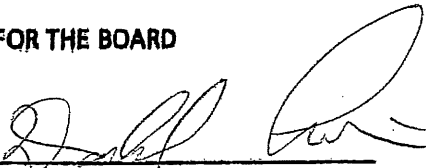
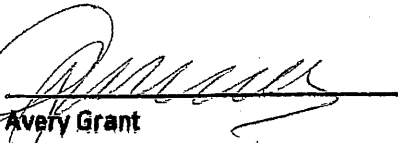


**ARTICLE 17 – DURATION OF AGREEMENT**

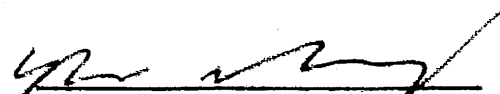
All other terms of the current Agreement, not specifically changed under this MEMORANDUM OF AGREEMENT, shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned put their signatures on this 17<sup>th</sup> day of November 2020.

**FOR THE BOARD**

  
\_\_\_\_\_  
**Donald Covin, President**  
\_\_\_\_\_  
**Avery Grant**

**FOR THE FEDERATION**

  
\_\_\_\_\_  
**Barbara Greeley, President**  
*Greeley*

\_\_\_\_\_  
**Jill Zocco**

SCHEDULE A  
LONG BRANCH PUBLIC SCHOOLS  
Long Branch, New Jersey

**FORMAL GRIEVANCE COMPLAINT**

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

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

Sir/Madam:

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

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

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

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

That: \_\_\_\_\_

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

3. On \_\_\_\_\_, pursuant to Article 3 of the Agreement, aforesaid, I discussed this matter with

you at which time you decided: \_\_\_\_\_

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

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

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

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

Respectfully submitted,

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

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

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

**SCHEDULE B  
SALARY GUIDES**

Salaries for the following positions are based on 182 work days.

**Bus Drivers Full Time (8 Hours)**

FY 21			FY 22			FY 23		
STEP	RATE	SALARY	STEP	RATE	SALARY	STEP	RATE	SALARY
						1	\$18.50	\$26,936
			1	\$18.50	\$26,936	2	\$19.09	\$27,795
1	\$18.50	\$26,936	2	\$19.09	\$27,795	3	\$19.70	\$28,683
2	\$19.15	\$27,882	3	\$19.76	\$28,771	4	\$20.39	\$29,688
3	\$19.77	\$28,785	4	\$20.40	\$29,702	5	\$21.05	\$30,649
4	\$20.34	\$29,615	5	\$20.99	\$30,561	6	\$21.66	\$31,537
5	\$20.44	\$29,761	6	\$21.09	\$30,707	7	\$21.76	\$31,683
6	\$20.44	\$29,761	7	\$21.09	\$30,707	8	\$21.76	\$31,683
7	\$20.44	\$29,761	8	\$21.09	\$30,707	9	\$21.76	\$31,683
8	\$20.44	\$29,761	9	\$21.09	\$30,707	10	\$21.76	\$31,683
9	\$20.44	\$29,761	10	\$21.09	\$30,707	11	\$21.76	\$31,683
10	\$20.44	\$29,761	11	\$21.09	\$30,707	12	\$21.76	\$31,683
11	\$20.44	\$29,761	12	\$21.09	\$30,707	13	\$21.76	\$31,683
12	\$20.44	\$29,761	13	\$21.09	\$30,707	14	\$21.76	\$31,683
13	\$20.65	\$30,066	14	\$21.31	\$31,027	15	\$21.99	\$32,017
14	\$21.17	\$30,824	15	\$21.85	\$31,814	16	\$22.55	\$32,833
15	\$21.58	\$31,420	16	\$22.27	\$32,425	17	\$22.98	\$33,459
16	\$22.15	\$32,250	17	\$22.86	\$33,284	18	\$23.59	\$34,347
17	\$22.77	\$33,153	18	\$23.50	\$34,216	19	\$24.25	\$35,308
18	\$23.91	\$34,813	19	\$24.68	\$35,934	20	\$30.92	\$45,020
19	\$25.10	\$36,546	20	\$29.96	\$43,622	20A	\$30.92	\$45,020
20	\$29.03	\$42,268	20A	\$29.96	\$43,622	20B	\$30.92	\$45,020
20A	\$29.03	\$42,268	20B	\$29.96	\$43,622	20C	\$30.92	\$45,020

**Bus Drivers Part Time (5.5 Hours)**

FY 21			FY 22			FY 23		
STEP	RATE	SALARY	STEP	RATE	SALARY	STEP	RATE	SALARY
N/A	\$21.94	\$21,962	N/A	\$22.65	\$22,673	N/A	\$23.38	\$23,403

**Bus Aides Full Time (8 Hours)**

FY 21			FY 22			FY 23		
STEP	RATE	SALARY	STEP	RATE	SALARY	STEP	RATE	SALARY
N/A	\$14.49	\$21,097	N/A	\$14.95	\$21,767	N/A	\$15.43	\$22,466

**Bus Aides Part Time (4 Hours)**

FY 21			FY 22			FY 23		
STEP	RATE	SALARY	STEP	RATE	SALARY	STEP	RATE	SALARY
N/A	\$14.49	\$10,549	N/A	\$14.95	\$10,884	N/A	\$15.43	\$11,233

**SCHEDULE B  
SALARY GUIDES**

Salaries for the following positions are based on 182 work days.

**Instructional Assistants (7 Hours)**

FY 21			FY 22			FY 23		
STEP	RATE	SALARY	STEP	RATE	SALARY	STEP	RATE	SALARY
						1	\$16.00	\$20,384
			1	\$16.00	\$20,384	2	\$16.51	\$21,034
1	\$16.00	\$20,384	2	\$16.51	\$21,034	3	\$17.04	\$21,709
2	\$16.56	\$21,097	3	\$17.09	\$21,773	4	\$17.64	\$22,473
3	\$17.08	\$21,760	4	\$17.63	\$22,461	5	\$18.19	\$23,174
4	\$17.34	\$22,091	5	\$17.89	\$22,792	6	\$18.46	\$23,518
5	\$17.39	\$22,155	6	\$17.95	\$22,868	7	\$18.52	\$23,594
6	\$17.44	\$22,219	7	\$18.00	\$22,932	8	\$18.58	\$23,671
7	\$17.60	\$22,422	8	\$18.16	\$23,136	9	\$18.74	\$23,875
8	\$17.65	\$22,486	9	\$18.21	\$23,200	10	\$18.79	\$23,938
9	\$17.91	\$22,817	10	\$18.48	\$23,544	11	\$19.07	\$24,295
10	\$18.47	\$23,531	11	\$19.06	\$24,282	12	\$19.67	\$25,060
11	\$18.99	\$24,193	12	\$19.60	\$24,970	13	\$20.23	\$25,773
12	\$19.67	\$25,060	13	\$20.30	\$25,862	14	\$20.95	\$26,690
13	\$19.92	\$25,378	14	\$20.56	\$26,193	15	\$21.22	\$27,034
14	\$20.49	\$26,104	15	\$21.15	\$26,945	16	\$21.83	\$27,811
15	\$21.01	\$26,767	16	\$21.68	\$27,620	17	\$22.37	\$28,499
16	\$21.94	\$27,952	17	\$22.64	\$28,843	18	\$23.36	\$29,761
17	\$22.77	\$29,009	18	\$23.50	\$29,939	19	\$24.25	\$30,895
18	\$23.91	\$30,461	19	\$24.68	\$31,442	20	\$25.47	\$32,449
19	\$25.15	\$32,041	20	\$25.95	\$33,060	20A	\$26.78	\$34,118
20	\$26.91	\$34,283	20A	\$27.77	\$35,379	20B	\$28.66	\$36,513
20A	\$29.03	\$36,984	20B	\$29.96	\$38,169	20C	\$30.92	\$39,392

**Instructional Assistants (8 Hours)**

FY 21			FY 22			FY 23		
STEP	RATE	SALARY	STEP	RATE	SALARY	STEP	RATE	SALARY
18	\$29.03	\$42,268	19	\$29.96	\$43,622	20	\$30.92	\$45,020

**Instructional Assistants (6 Hours)**

FY 21			FY 22			FY 23		
STEP	RATE	SALARY	STEP	RATE	SALARY	STEP	RATE	SALARY
5	\$17.65	\$19,274	6	\$18.21	\$19,885	7	\$18.79	\$20,519

**Instructional Assistants (Frozen)**

FY 21			FY 22			FY 23		
STEP	RATE	SALARY	STEP	RATE	SALARY	STEP	RATE	SALARY
N/A	\$17.34	\$25,247	N/A	\$17.89	\$26,048	20	\$18.46	\$26,878
N/A	\$29.04	\$36,997	N/A	\$29.97	\$38,182	20	\$30.93	\$39,405

**SCHEDULE B  
SALARY GUIDES**

**Technicians**

FY 21

JOB TITLE	SALARY
A/V Technician	\$45,370
General Field Technician	\$45,370
Senior Field Technician	\$52,176

FY 22

JOB TITLE	SALARY
A/V Technician	\$46,822
General Field Technician	\$46,822
Senior Field Technician	\$53,846

FY 23

JOB TITLE	SALARY
A/V Technician	\$48,320
General Field Technician	\$48,320
Senior Field Technician	\$55,569

**Other Staff**

FY 21

JOB TITLE	SALARY
Attendance Officer	\$59,667
Nurse Practitioner	\$117,157
Parent Community Liaison	\$62,385
Student Assistance Coordinator	\$63,559
Student Assistance Coordinator	\$83,035
Student Liaison	\$94,131

FY 22

JOB TITLE	SALARY
Attendance Officer	\$61,576
Nurse Practitioner	\$120,906
Parent Community Liaison	\$64,381
Student Assistance Coordinator	\$65,593
Student Assistance Coordinator	\$85,692
Student Liaison	\$97,143

FY 23

JOB TITLE	SALARY
Attendance Officer	\$63,546
Nurse Practitioner	\$124,775
Parent Community Liaison	\$66,441
Student Assistance Coordinator	\$67,692
Student Assistance Coordinator	\$88,434
Student Liaison	\$100,252

**LONGEVITY PAYMENTS 2021 - 2023**

10 – 14 YEARS \$780  
15 – 19 YEARS \$1,590  
20+ YEARS \$2,400

**SCHEDULE C**  
**LONG BRANCH PUBLIC SCHOOLS**  
Long Branch, New Jersey  
2020-2023

**CERTIFICATED STAFF REQUEST FOR APPROVAL OF  
GRADUATE CREDIT REIMBURSEMENT & "CREDIT ONLY" COURSEWORK**

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

**PLEASE CHECK ONE OF THE FOLLOWING:**

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

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

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

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

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

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

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

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

To be taken: Summer, 2021/2022 \_\_\_\_\_; Fall, 2022/2023 \_\_\_\_\_; Spring, 2022/2023 \_\_\_\_\_;  
Begins: \_\_\_\_\_ Ends: \_\_\_\_\_

Credits to be applied to:

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

**CHECK ONE:**

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

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

Number of Credits Previously Submitted/Approved (*including this one*) for 10-11 Reimbursement/Credit Only \_\_\_\_\_

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

\_\_\_\_\_  
District Administrator/ Academy Administrator/ Principal/ Supervisor (Date)

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

\_\_\_\_\_  
Director of Personnel (Date)

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

2020-2023

**NON-CERTIFICATED STAFF REQUEST FOR APPROVAL OF UNDERGRADUATE/  
GRADUATE CREDIT REIMBURSEMENT & "CREDIT ONLY" COURSEWORK**

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

**PLEASE CHECK ONE OF THE FOLLOWING:**

\_\_\_\_\_ Undergraduate/Graduate Credit Reimbursement towards degree/certification and/or additional college credits.

\_\_\_\_\_ "Credit Only" towards degree/certification and/or college credits exceeding the amount permitted by contract in a given school year.

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

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

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

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

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

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

To be taken: Summer, 2021/2022 \_\_\_\_\_; Fall, 2021/2022 \_\_\_\_\_; Spring, 2022/2023 \_\_\_\_\_;  
Begins: \_\_\_\_\_ Ends: \_\_\_\_\_

**CHECK ONE:**

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

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

Number of Credits Previously Submitted/Approved (*including this one*) for 10-11 Reimbursement/Credit Only \_\_\_\_\_

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

\_\_\_\_\_  
District Administrator/ Academy Administrator/ Principal/ Supervisor (Date)

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

\_\_\_\_\_  
Director Of Personnel (Date)

## SCHEDULE E

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

#### NON-DUTY HOLIDAYS

Independence Day\*

Labor Day

Yom Kippur\*

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day\*

Day before Christmas Day\*

Christmas Day

Day before New Year's Day\*

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Holy Thursday

Good Friday

Memorial Day

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



**ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT 2007-2010**

**BETWEEN THE LONG BRANCH FEDERATION OF TEACHERS AND  
THE LONG BRANCH BOARD OF EDUCATION**

The parties hereby agree that in order to provide adequate, safe and orderly transportation to the students of the Long Branch schools, the Board will hire part time bus drivers. The Long Branch Board of Education agrees to require the part time bus drivers to work no more than **twenty-seven and half (27 ½ )** hours a week. Furthermore, the Board agrees to maintain the same number of full time drivers during the term of the current Collective Bargaining Agreement. The Board, also, agrees that the new part time bus drivers will be given the opportunity to apply and to be transferred to the full time position whenever a vacancy occurs.

The Board and the Federation agree that these new bus drivers will fall under the CBA, and they will enjoy all the terms and benefits of the Agreement, but Article 7-Insurance, Section A. In return, the parties agree that these new part time bus drivers will receive **two thousand dollars (\$2,000.00)** toward the cost of their health benefits after three years and one day of continuous employment.

This addendum can and may be amended during negotiations for a successor agreement.

Long Branch Federation of Teachers

By: John Severs Date: 10/9/09

John Severs, President

Christopher Bogart

Christopher Bogart, Vice President

Long Branch Board of Education

By: Vesbeta Pateras Date: 10/13/09

Board President

[Signature]

Board Secretary