

**AGREEMENT BETWEEN THE**

**MILLSTONE TOWNSHIP BOARD OF EDUCATION**

**AND THE**

**MILLSTONE TOWNSHIP EDUCATION ASSOCIATION**

**FOR THE SCHOOL YEARS**

**2006-2007 through 2008-2009**

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**PREAMBLE**

This agreement entered into this 13th day of November 2006 by and between the Board of Education of Millstone Township [hereinafter the “Board”] and the Millstone Township Education Association [hereinafter the “Association.”]

**WITNESSETH**

WHEREAS, the parties have reached certain understandings that they desire to confirm in the Agreement, be it RESOLVED, in consideration of the mutual covenants, it is hereby agreed as follows:

## **Section I – General Employee Section**

### **ARTICLE I**

#### **RECOGNITION**

- 1.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment including:

Teaching staff members [including Nurse, Remedial, Resource Room and CST]	
Secretaries	Clerk Typists (10 and 12 month) <sup>3</sup>
Custodial employees	Maintenance employees
Instructional Aides	Non-Instructional Aides <sup>1</sup>
Technology Specialist	Bus Drivers
Replacement Teachers <sup>2</sup>	

<sup>1</sup> this category includes bus aides

<sup>2</sup> a replacement teacher is defined as an individual hired into a long-term substitute position. Long-term shall be defined as employment for more than sixty (60) working days in the same position. It does not mean sixty (60) days service in incidental substitute assignments. It does mean service in a long-term capacity in one (1) position substituting for one (1) individual.

<sup>3</sup> includes media assistant, nurse's aides and office aides

But, excluding:

Superintendent	Supervisors
Principal	Directors
<i>per diem</i> Employees	Cafeteria Employees
Mechanics	
Central Office Support Staff	
All other titles not enumerated in the inclusions	

- 1.2.a. Unless otherwise indicated, the term “teachers” when used herein, shall refer to all certificated professional employees, represented by the Association in the negotiating unit as above defined.
- 1.2.b. Unless otherwise indicated, the term “support staff” when used herein, shall refer to all non-certificated staff, including secretaries, clerk typists, custodial, maintenance, non-instructional and instructional aides and the technology specialist represented by the Association in the negotiating unit as above defined.
- 1.2.c. Unless otherwise indicated, the term “transportation staff” shall include bus drivers as represented by the Association in the negotiating unit as above defined.

- 1.2.d. Unless otherwise indicated, the term “employee” when used herein, shall refer to all members as represented by the Association in the negotiating unit as above defined.
- 1.2.e. All references to male employees shall include female employees.

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

- 2.1 The majority representative shall submit in writing a letter of intent to commence negotiations to the Board by October 1, prior to the commencement of negotiations in the school year in which this Agreement expires.
- 2.2 Any Agreement so negotiated shall be reduced to writing. Ratification of the Agreement shall occur when it is approved by the constituencies of the Board and the Association by such voting majorities as may be required by law or policy.
- 2.3 This Agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

- 3.1 A grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of this agreement, policies, or administrative decisions affecting the terms and conditions of the employee or a group of employees.
- 3.2 An “aggrieved person” is the person, persons or Association making the claim.
- 3.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 3.5 In order for a grievance to be recognized and processed pursuant to this Article, the grievance must be initiated within thirty (30) working days of the occurrence. Initiation of the grievance occurs when the grievance form, Exhibit A, is completed and submitted to the grievant’s immediate supervisor.

3.6 Level One - Immediate Supervisor [for all employees]

The aggrieved person shall first discuss the grievance with his immediate supervisor with the objective of resolving the matter informally.

3.7 Level Two – Principal [for teachers, secretaries, aides and clerks]  
Assistant Superintendent [for custodians, maintenance and transportation staff]

If the grievance is not resolved informally to the satisfaction of the aggrieved person, or if no response has been given by the immediate supervisor within five (5) work days after the informal discussion, then the aggrieved person shall file the grievance in writing with his immediate supervisor within five (5) work days after the immediate supervisor's response or ten (10) work days after the informal discussion, whichever is sooner. At all levels of the grievance procedure commencing with Level Two, the grievance shall be in writing and shall contain the following information:

- a) articles, policies and/or administrative decision allegedly misinterpreted, misapplied, or violated,
- b) specific nature of the grievance and date of occurrence,
- c) remedy sought,
- d) date and results of previous discussion,
- e) reasons for dissatisfaction with previous decision.

3.8 Level Three - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) work days after the presentation of the grievance at Level Two, he may file the grievance in writing within five (5) work days after the decision at Level Two or ten (10) work days after the grievance was presented, whichever is sooner.

3.9 Level Four – Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the appropriate central office administrator, the grievant may, within five (5) work days after the decision by the administrator or fifteen (15) work days after the grievance was delivered to the administrator, whichever is sooner, file the grievance in writing with the Board of Education. The Board or a committee thereof shall review the grievance and may, at its discretion, hold a hearing with the employee and render a decision in writing within thirty (30) work days of receipt of the grievance by the Board.

3.10 Level Five - Arbitration

If the aggrieved person is not satisfied with the disposition of his grievance at Level Four or if no decision has been rendered within thirty (30) work days after the grievance was delivered to the

Board, the grievant may, within five (5) work days after a decision by the Board, or thirty-five (35) work days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) work days after receipt of a request by the aggrieved person.

- 3.11 The only grievances that may be arbitrated are those alleging that there has been a violation of the express, written terms of the locally negotiated agreement.
- 3.12 The parties shall use the Public Employment Relations Commission and be bound by its rules and procedures in the selection of the arbitrator.
- 3.13 The determination of the arbitrator shall be binding on both parties with respect to grievances regarding:
  - reprimands and/or discipline of employees [no employee shall be disciplined except in accordance with N.J.S.A.34:13A-29]
  - alleged violations of the express written terms of the locally negotiated agreement.
- 3.14 The arbitrator shall be limited to the issues submitted to him and shall not add to, subtract from, or modify the terms of the agreement. His findings shall be returned to the Board and the Association within thirty (30) days after the hearing or the submission of final briefs.
- 3.15 Each party shall pay its own costs for arbitration preparation. The parties shall share equally the fees and expenses, if any, of the arbitrator.
- 3.16 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.
- 3.17.1 If the event or occasion giving rise to the grievance for a ten (10) month employee prior to the winter recess, the spring recess, or the summer recess, the requirement for initiating the grievance as set forth in 3.5 above shall be suspended, but shall be effective immediately on the first day of school following the end of the recess.
- 3.17.2 If the event or occasion giving rise to the grievance occurs within ten (10) school days of a recess, that period of time elapsing from the day on which the event or occasion giving rise to the grievance occurred to the last day prior to the time requirement set forth in 3.5 above shall be counted. The time requirement shall be reinstated immediately on the first school day following the end of the recess prior to which the grievance arose.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

- 4.1 The Board agrees to make available to the Association information in the public domain.
- 4.2 The Association and its representatives shall have the right to use school buildings at all reasonable hours for Association meetings provided that the Superintendent grants approval.
- 4.3 Arrangements shall be made for association representatives to be available to represent employees at investigatory interviews which the employee reasonably believes will result in discipline.
- 4.4 The president of the Association or his designee will be part of the initial interview team for prospective administrative or supervisory positions. As a member, the president designee may ask questions, and may fully participate in the discussion of the candidates interviewed.

## ARTICLE V

### REPRESENTATION FEE

#### 5.1 Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

#### 5.2 Amount of Fee

##### a) Notification

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

##### b) Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by

the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount representation fee automatically will be changed to the maximum allowed, said change to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

c) Deduction and Transmission of Fee

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees the full amount of the representation fee and promptly will transmit the amount so deducted to the association.

d) Indemnification and Save Harmless Provision

1. Liability

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

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

2. Exception

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

## ARTICLE VI

### SICK LEAVE

- 6.1.1 Except as otherwise stated in this Agreement, employees who are hired on a ten (10) month basis and are scheduled to report to work on the first day of the work year shall receive ten (10) sick days per school year.
- 6.1.2 Employees who are hired on a twelve (12) month basis and who are scheduled to report to work on the first day of the work year shall receive twelve (12) sick days per year.
- 6.2 Employees who regularly work less than a full week, or who work less than a full year or both, shall have their sick days prorated. For example: an employee who works less than the full work year, shall be credited with one (1) sick leave day for each full month he/she shall work during the first year of hire.
- 6.3 Deduction for sick leave days shall be based upon the following formula:
- For teaching and support staff:
- Less than one-half ( $\frac{1}{2}$ ) day shall be deducted as one-half ( $\frac{1}{2}$ ) day  
More than one-half ( $\frac{1}{2}$ ) day shall be deducted as one (1) day
- For transportation staff:
- Charged in one-third ( $\frac{1}{3}$ ) days, one-half ( $\frac{1}{2}$ ) days, or full days.
- 6.4 Unused sick days shall accumulate without limit.
- 6.5 A record of sick leave accumulation will be issued to each employee by October 15 of each school year.
- 6.6 At its discretion, the Board may grant additional sick leave on a case-by-case basis pursuant to N.J.S.A. 18A: 30-6.

**ARTICLE VII**

**SALARY GUIDES**

7.1 Salary guides for all unit members are attached hereto and made a part hereof as follows:

**Teachers:**

A-1	Teacher Guide .....	2006-2007
A-2	Teacher Guide .....	2007-2008
A-3	Teacher Guide .....	2008-2009
A-4	Teacher Step Guide Movement Chart	

**Secretaries:** Schedule B 2006-2009

**Clerk Typists:** Schedule C 2006-2009  
[10 & 12 month]

**Custodians:** Schedule D 2006-2009

**Maintenance:** Schedule E 2006-2009

**Non-Instructional Aides:** Schedule F 2006-2009

**Instructional Aides:** Schedule G 2006-2009

**Bus Drivers:** Schedule H 2006-2009

**Technology Specialist:** Schedule I 2006-2009

**Extracurricular** Schedule J-1 2006-2009

7.2 Ten (10) month employees shall be paid in twenty (20) equal semi-monthly installments.

7.3 Twelve (12) month employees shall be paid in twenty-four (24) equal semi-monthly installments

## ARTICLE VIII

### DEDUCTIONS

- 8.1 Deduction from each employee's salary shall be in accordance with the New Jersey Statutes for the following:
- a) Association Dues and/or Representation Fee
  - b) Tax Sheltered Annuity
  - c) Pension and Annuity Funds and Loan Repayment
  - d) Contributory Insurance
  - e) N.J.E.A. Disability Insurance
  - f) Employee Health Insurance Contributions
  - g) Credit Union
  - h) Mentoring Fees
- 8.2 The business office will provide a list of all deductions from paychecks by the first pay period of each school year. This list should include all abbreviations and their meanings.

## ARTICLE IX

### INSURANCE

- 9.1 Effective July 1, 2006, the following medical benefit plans shall be available to all eligible employees:

**Medical:** Blue Cross/Blue Shield Blue Card PPO [shall be the base plan]  
\$5.00 office co-pay  
\$100/\$200 deductible & 20% of \$2,000 out-of network

Blue Cross/Blue Shield POS shall be an option

- 9.1.1 In the medical plan chosen as outlined in 9.1
- the Board of Education shall pay 100% of the cost of the appropriate level of benefits for all employees hired prior to July 1, 1992.
  - the Board of Education will pay 100% of the cost of single coverage for employees hired after July 1, 1992.
  - the Board of Education shall pay eighty-five percent (85%) of the cost of the appropriate level of dependent coverage for employees hired after July 1, 1992. The employee shall pay fifteen percent (15%) of the cost of the dependent coverage chosen through payroll deductions.

Note: Employees earning less than \$22,000 per annum shall pay only 7.5% of the cost of the dependent coverage chosen.

9.2 Effective July 1, 2006, the following prescription benefit plan shall be available to all eligible employees.

**Prescription:** \$10.00 generic/\$20.00 brand name on retail purchases  
\$10.00 generic/\$20.00 brand name on mail order purchases  
[Co-pay applied two (2) times on mail order purchase]

9.2.1 In the prescription plan outlined in 9.2

- The Board of Education shall pay 100% of the cost of the appropriate level of benefits for all employees hired prior to July 1, 1992.
- For pre-July 1, 1992, employees who, as of the 2002-2003 school year, had fully paid prescription coverage, for the life of this agreement, that is through 2006-2009, the Board shall provide these employees with direct reimbursement to make their prescription co-pay as follows:  
\$5.00 brand or generic retail  
\$5.00 brand or generic mail order  
[co-pay applied two (2) times on mail order purchase]

The pre-July 1, 1992, employees shall pay the regular co-pays at the drug store or through the mail order procedure. These employees will be directly reimbursed by the District for the difference in the actual co-pay and the co-pay listed in this provision. Submission dates for reimbursement shall be:

December 1 for January 1 reimbursement  
June 1 for last day of school reimbursement

Prescription expenses after June 1 may be submitted the following December 1.

The District Business office will develop the forms for requesting submission.

- The Board of Education will pay 100% of the cost of single coverage for employees hired after July 1, 1992.
- The Board of Education shall pay eighty-five percent (85%) of the cost of the appropriate level of dependent coverage for employees hired after July 1, 1992. The employee shall pay fifteen percent (15%) of the cost of the dependent coverage chosen through payroll deductions.

Note: Employees earning less than \$22,000 per annum shall pay only 7.5% of the cost of the dependent coverage chosen.

9.3 Effective July 1, 2006, the following dental benefit plan shall be available to all eligible employees:

**Dental:** Calendar Year Maximum \$1,500. per patient  
Preventive & Diagnostic 100%

Remaining Basic	100%
Crowns	100%
Prosthodontics	50%
Orthodontic	50% (Lifetime maximum \$1,000.)

9.3.1 In the dental plan outlined in 9.3

- The Board of Education shall pay 100% of the cost of the appropriate level of benefits for all employees hired prior to 1990.
- The Board of Education will pay 100% of the cost of single coverage for employees hired after 1990
- The Board of Education shall pay eighty-five percent (85%) of the cost of the appropriate level of dependent coverage for employees hired after 1990. The employee shall pay fifteen percent (15%) of the cost of dependent coverage chosen through payroll deductions.

9.4 **Health Benefit Opt-Out**

9.4.1 Employees may opt out of any or all of the district's health plans [medical, prescription and/or dental] upon proof of coverage under another plan

9.4.2 The employee will be compensated at fifty percent (50%) the single premium waived and fifty percent (50%) of the Board's portion of the cost for any appropriate dependent coverage that is saved by the Board, based upon the level of benefit dropped by the employee.

For example: if an employee with husband/wife coverage dropped medical, dental and prescription coverage, he/she would be eligible for 50% of the cost of the single coverage in each of the plans and 50% of the cost of the Board's share of the husband/wife dependent cost.

9.4.3 The opt-out period must be for one full calendar year [July 1 through June 30] and arrangements will be in place for the employee to opt back in to any or all health plans based upon unforeseen life changes. In such cases a pro-rated amount of the savings shall be paid to the employee based upon the amount of time he/she was not covered under the Board's plan(s).

9.4.4 The payments shall be made as follows: one-half (1/2) in February, and one-half (1/2) in June of the employee's opt-out year.

9.4.5 The election of opting-out or opting back in must be made each school year, in writing. The Business Office shall develop a form and timelines for submission for this procedure.

9.5 **Income Protection / Disability Plan**

The Board shall offer full-time employees covered by this agreement the option to waive enrollment in the district medical plan and receive, instead, enrollment in one disability plan

endorsed by the N.J.E.A. The cost of the disability plan may not exceed the cost of the medical plan for which the employee qualifies. Certificated employees enrolled in HMO, PPO, or indemnity plans prior to July 1, 1991 who have been previously funded for their disability plans will remain funded. Any change to another disability plan that involves expense above the level of the Horizon Blue Cross/Blue Shield for which the employee is funded will be paid by the employee. Certificated employees, hired on/or after July 1, 1991, will receive the single rate of group coverage only. Additional coverage will be available at the employee's own expense.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

- 10.1 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 10.2 The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- 10.3 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.

**ARTICLE XI**

**DURATION**

This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009.

In witness whereof the Association and the Board of Education have each caused this Agreement to be signed by their respective president and secretary. The Board has caused its corporate seal to be placed hereon at Millstone Township, Monmouth County, New Jersey.

**MILLSTONE TOWNSHIP  
EDUCATION ASSOCIATION**

By: \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

**MILLSTONE TOWNSHIP  
BOARD OF EDUCATION**

By: \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

## **Section II – Teacher Section**

### **ARTICLE XII**

#### **TEACHER RIGHTS**

- 12.1 Complaints by any administrator of the performance of a teacher(s) shall be made in confidence.
- 12.2 A teacher shall receive a copy of any complaint or criticism prior to its being placed in his/her personnel file. Said teacher shall have the right to meet with the administrator to discuss this matter and to respond in writing, which response shall also be placed in his/her personnel file.
- 12.3 The official personnel file on each teacher is housed in the Superintendent's office. Those charged by the Board of Education with preparing classroom observation reports and evaluation will maintain an unofficial file(s). Teachers may examine their files with 24 hour prior request.

### **ARTICLE XIII**

#### **TEACHER WORK YEAR**

- 13.1 The teachers' work year shall be up to 188 days. Any days that teachers must report beyond 184 days must be planned and organized for a purpose. Teachers are to have a schedule and agenda for these days one week in advance. The administration will inform teachers of the need to work on these days a month in advance. Teachers enrolled, with prior approval of the Superintendent, in a college summer program that is in conflict with this program, may be excused.
- 13.2 Teachers new to the district will be required to attend two additional orientation days at the beginning of the school year as scheduled by Administration.
- 13.3 If, during the school year, the Board changes the school calendar, then notification of such change shall be sent to the Association within two working days.
- 13.4 Teachers will be responsible to attend a minimum of three (3) or a maximum of five (5) after school district functions of their choice. They may select from a list of district functions made available by the principals no later than October 1st. Teachers will be informed of additional events one (1) month in advance, as they are scheduled.
  - a) Elementary School grade level coordinators and Middle School core team leaders will not be required to attend after-school district functions as noted herein.
  - b) Any teacher that serves on a yearly committee shall not be requested to attend after school district functions as noted herein.

Volunteer faculty chaperones will be recruited by the sponsor, if any new event is scheduled giving less than the thirty (30) days required notice. No new event may be scheduled after March 1st.

- 13.5 Teachers are required to attend four parent/teacher conference sessions; two (2) sessions will be evening conferences. The Superintendent, with board approval, will schedule Spring parent conferences requested by teachers in the Elementary and Middle Schools.
- 13.6 The last two (2) days of school will be shortened session days. One (1) additional day in June as designated by the Superintendent will also be a shortened session day for students, with faculty remaining for the regular 7 1/4 hour school day.
- 13.7 The members of the Child Study Team: (1) Social Worker, (1) LDTC, Learning Disabilities/Teacher/Consultant, and (1) Psychologist. One (1) full team will work one (1) month in the summer. A Speech/Language Therapist will also work one (1) month in the summer. Salary will be based on the contract for the following year (formula: salary times 1.1). One additional sick day will be given for the additional month's work. This sick day will accrue as part of the employee's regular sick leave.
- 13.8 If a Guidance Counselor's services should be required during the summer, compensation shall be based at a per diem rate, one-two hundredth (1/200), of the contract salary for the following year.
- 13.9 Teachers will be required to attend "Back to School Night" at their assigned schools as scheduled by their building principal. A shortened day will be scheduled for students on designated "Back to School Nights". Teachers attending "Back to School Night" may leave at the conclusion of the shortened day schedule. Teachers not attending "Back to School Night" will remain for the regular 7 1/4 hour school day for professional improvement.

#### **ARTICLE XIV**

#### **TEACHER WORK DAY**

- 14.1 Teachers are expected to be on duty for their regularly scheduled seven and one quarter (7 1/4) hour day. Presence for duty shall be indicated by initialing the sign-in/sign-out roster in each building.
- 14.2 Full time teachers in the Elementary School shall have a duty-free lunch period of forty (40) minutes daily.

Full time teachers in the Middle School shall have a duty-free lunch period of thirty (30) minutes daily.

Full time teachers in the Middle School shall have an Administrative duty period of forty (40) minutes daily.

Full time 5<sup>th</sup> grade teachers in the Middle School shall have a duty free lunch period of forty (40) minutes daily.

- 14.3 Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods after signing out in their respective buildings. Teachers must also sign in upon their return to the building.
- 14.4.1 The administration will make every effort to secure volunteers to supervise after school detention. If there are no volunteers, teachers may be required to cover detention on a rotating basis, a maximum of 3 (three) times each school year. Detention shall last no longer than 30 (thirty) minutes beyond the customary sign-out time. Compensation shall be at the rate of \$28.00 per session.
- a) In the event a student is not picked up at the end of the thirty (30) minutes, the teacher will be compensated at the contractual hourly rate of \$35.00 prorated in fifteen (15) minute intervals.
- 14.5 Teachers may leave school after the students' last bus on Fridays, on the day before a holiday, and on days of night meetings as defined in 13.9 or night conference as defined in 13.5.
- 14.6 All teachers, including related arts teachers shall receive five (5) preparation periods in a five (5) day week, minimum length 40 minutes. Preparation periods on scheduled shortened days and two (2) hour delayed openings will be provided equal in length to instructional periods. Teachers will be reimbursed for missed preparation periods if they occur on a regular day, two (2) hour delayed opening or a scheduled shortened day. Teachers will not be reimbursed for missed preparation periods for emergency early closings or while on field trips. Middle School teachers shall be assigned an administrative period by the Principal.
- a) Teachers in the Middle School (Grade 6, 7, 8) may be assigned a 7<sup>th</sup> teaching period in lieu of administrative duty. Teachers assigned will be compensated at 1/7th of their contracted salary.
- (b) Compensation will be given when teachers cover classes for one marking period or any amount of time which will cause the teacher to be responsible for planning lessons and/or grading students as mutually agreed upon by the assigned teacher and administration.
- 14.7 Teachers who lose a regularly scheduled preparation period shall be paid at a rate of \$28.00 per session.
- 14.8 Teachers shall attend no more than four (4) school meetings per month scheduled by administration. Ten (10) hours of faculty meeting time may be used for in-servicing new

programs, new textbook adoptions, state mandates, etc. These scheduled meetings will not exceed four (4) hours in length per month.

## **ARTICLE XV**

### **NON-TEACHING DUTIES**

- 15.1 Teachers who use their automobiles in the authorized performance of their duties shall be reimbursed at the current federal per mile rate for such use, when using prescribed routes. Such reimbursement shall not be applicable for travel to or from any building of employment at the beginning or end of the workday.

## **ARTICLE XVI**

### **TEACHER EMPLOYMENT**

- 16.1 Initial placement on the salary guide at hire shall be at the recommendation of the Superintendent of Schools.
- 16.2 Previously accumulated sick days shall be restored to all returning teachers on Board approved leaves, but no additional days shall be added for the period of the leave.
- 16.3 Nothing in this Article is to be interpreted as denying the Board's authority to refuse a contract, salary increment, or raise for unsatisfactory service as determined by the Board.
- 16.4 All non-tenured teachers who shall not receive a contract, salary increment or raise shall be notified in writing no later than May 15th.
- 16.5 Any teacher who is reassigned when school is not in session for the summer shall be so notified, in writing, of said reassignment at least two (2) weeks prior to the start of the school session.

## **ARTICLE XVII**

### **SUMMER SCHOOL TEACHING, SUMMER CURRICULUM DEVELOPMENT, HOME INSTRUCTION AND COMPENSATORY TIME**

- 17.1 The rate of pay per teaching hour shall be \$33.60.
- 17.2 Compensatory time will be paid at the above rate or release time will be given one day per six (6) hours worked. Time sheets will be completed by the teacher and approved by the principal to establish an accurate record.
- 17.3 In the case of State or Federal funding, compensation will be commensurate with funding.

## ARTICLE XVIII

### TEMPORARY LEAVES OF ABSENCE

#### 18.1 Personal Days

Except as otherwise stated in 6.2 of this Agreement, teachers shall be allowed up to three (3) days, without loss of pay, for personal business during the school year, upon approval of the Superintendent. These days may not be accumulated.

All personal leaves are subject to the following conditions:

- a) Personal leave shall be limited to urgent legal, family, or personal matters that necessitate the teacher's absence on a school day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours.
- b) Requests for personal leave shall be filed with the Superintendent, or his designee at least three (3) school days in advance of the contemplated absence. The employee shall state, on the employee absence form, the reason for the request. (legal, family or personal business).
- c) Personal days will not be granted on the first five days of school, or on days immediately preceding or following a holiday or a scheduled school recess.
- d) The Superintendent, or his designee, shall review each application and approve or disapprove the request.
- e) In an emergency, the Superintendent, or his designee upon being informed by the teacher of the nature of the emergency, may waive all restrictions and authorize an emergency personal day, if satisfied that the restriction in b. or c. above impose an undue hardship.
- f) At end of each school year, unused personal days may become supplemental sick days which may not be used until regular sick days have been used. These days may not be used for reimbursement of sick leave at retirement as detailed in 19.1 of this Agreement.

Supplemental sick days may be used per Article XVIII - 18.2b with the approval of the Superintendent.

- g) Three (3) supplemental sick days may be used per occurrence with the approval of the Superintendent in case of critical family illness.

18.2 **Bereavement Leave**

- a) All teachers shall be allowed up to a maximum of five (5) consecutive calendar days for death in the immediate family. The immediate family shall be defined as spouse, parent, child, sibling, parent-in-law, grandparent, grandchild, step-relatives or other members of the immediate household. In cases of extenuating circumstances an additional two (2) days may be granted by the Superintendent.
- b) Two (2) work days may be granted for the death of in-laws or other relatives not in the immediate family.

18.3 **Professional Days**

- a) All full-time teachers may be allowed one professional day, provided approval is granted by the Superintendent or his designee. All fees will be paid by the Board of Education.
- b) At the discretion of the Superintendent, additional professional days may be granted.
- c) Within five (5) school days after each professional day(s) taken, the teacher shall present a written report to the Superintendent or his designee. This report shall highlight the main interests and ideas observed by the teacher.
- d) The teacher shall request professional leave days at least three (3) school days prior to the date of the requested leave. At the Superintendent's discretion, the three (3) school day notice requirement may be waived.

**ARTICLE XIX**

**EXTENDED LEAVES OF ABSENCE**

- 19.1 Military leave without pay shall be granted to any teacher 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, if in accordance with the law.
- 19.2 A teacher shall not receive increment for the time spent on a leave granted other than military leave and leave granted under 20.2, nor shall such time count where applicable, toward the fulfillment of the requirements for acquiring tenure.
- 19.3 Disability Leaves
  - a) A teacher who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.

- 1) In the case of pregnancy, the teacher shall inform the supervisor of the anticipated delivery date.
  - 2) No later than five (5) months prior to the anticipated delivery date, the teacher shall request either: 1) a leave of absence while she is disabled, for which accumulated sick leave may be utilized; or 2) an unpaid leave of absence for child care, as provided for in 19.4 below; or 3) a leave of absence while she is disabled, for which accumulated sick leave may be utilized followed immediately by an unpaid leave of absence for child care, as provided for in 19.4 below.
- b) The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. When this occurs, a teacher who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.

#### 19.4 Child Care/ Family Leave

- a) All child care/family leaves shall be consistent with the provisions set forth under the State and Federal Family Leave Acts for all eligible employees.
- b) Leave of absence for reasons of the serious illness or health condition of a family member of the employee may be granted for up to twelve (12) weeks in any twenty-four (24) month period in accordance with the terms of the Family Leave Act for eligible employees.
- c) To be eligible for a salary increment and credit toward longevity payments and sabbaticals, a teacher must work at least ninety (90) days in the school year that the leave commences or terminates.
- d) An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.

### **ARTICLE XX**

#### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

20.1 Teachers shall be reimbursed for graduate courses subject to the following conditions:

- a) All graduate courses must be directly related to the teachers' current area of professional responsibility or must be graduate education courses, and must receive the prior approval of the Superintendent.

- b) Reimbursement shall be paid up to but not exceeding the per credit rate charged at Rutgers University as of July 1 of each school year.
- c) The maximum credits allowable per full time teachers shall be granted in accordance with the following schedule, per fiscal year (July 1 thru June 30).

1 <sup>st</sup> year teacher	- 0 credits
2 <sup>nd</sup> year teacher	- 0 credits
3rd year teacher	- 3 credits maximum
Tenured teacher	- 9 credits maximum

- d) Courses must be approved in advance by the Superintendent and a teacher must receive a "B" or better, or its equivalent, to be eligible for reimbursement. Transcripts of the grade and proof of tuition must be submitted for payment.
- e) Reimbursement must be requested no later than two (2) months after the approved graduate course(s) have been completed. Payment will be made within thirty (30) days following proof of successful completion of the course(s) of study.
- f) The maximum yearly total payments made by the Board will not exceed the following:

2006-2009     \$60,000 per year

Application for reimbursement will be approved based upon date of application, matriculation, status and relevance of the course to the teacher's assignment.

- g) Teachers earning their BA + 30, MA, MA + 30 and Doctorate will be eligible for movement on the guide providing notification and transcripts are submitted by September 1 and/or February 1.

20.2 Teachers who have worked in the Millstone Township Schools for ten (10) or more years may be granted an unpaid leave of absence for one (1) full school year to further their formal education as it directly relates to their current area of professional responsibility in the Millstone School District. There will be no interruption of benefits and the Board will pay for up to ten (10) credits not exceeding the rate charged per credit at Rutgers University as of July 1 of the year for which leave is granted. Only one leave of absence for this purpose will be granted during any school year. The leave will be granted on a seniority basis. Teachers will be given longevity credit for this year. Any teacher granted said leave will not be eligible for another leave for seven years and would waive seniority status in the event of additional applicants.

## 20.3 In-Service Credit Program

A total of twelve (12) school related or professional out of school in-service credits can be used by any faculty member to move laterally on the salary guide (i.e.) BA to BA + 30 or MA to MA + 30 with approval of the Superintendent.

## ARTICLE XXI

### PAYMENT FOR UNUSED SICK LEAVE AT RETIREMENT

#### 21.1 Payment for Accumulated Sick Leave

A teacher who resigns for retirement purposes to receive immediate pension payments will receive payment for each unused sick day up to a maximum of 200 days pursuant to the following:

- [a] to qualify for payment for unused sick leave at retirement, the employee must have a minimum accumulation of one hundred (100) sick leave days.
- [b] if a certificated employee provides notice of a retirement no later than two hundred (200) calendar days prior to the effective date of the retirement, the daily rate for compensation for separation pay shall be seventy-five dollars (\$75) for the first one-hundred (100) days and one hundred dollars (\$100) for each additional day up to the maximum number of days above.
- [c] payments under [b] above shall be made according to the following schedule:
  - [1.1] employees who retire by December 31st of a school year are eligible for payment for one-half ( $\frac{1}{2}$ ) of their total for unused sick leave the following July 1st
  - [1.2] said employees shall receive the second one-half ( $\frac{1}{2}$ ) payment on July 1st one (1) year following the first payment.
  - [2.1] employees who retire by June 30th of a school year are eligible for payment for one-half ( $\frac{1}{2}$ ) of their total for unused sick leave the following January 1st
  - [2.2] said employees shall receive the second one-half ( $\frac{1}{2}$ ) payment on January 1st one (1) year following the first payment.
- [d] an employee who has provided notice of retirement pursuant to [b] above and who utilizes incidental sick leave after the acceptance by the Board of the notice of retirement that is not supported by medical verification of the need for such leave shall have his/her full per diem rate deducted from the payment for unused sick leave entitlement under [b] for each day the employee is absent.

- [e-1] if an employee fails to provided the notice required in [b] above, accumulated days for certificated employees shall be reimbursed at fifty dollars (\$50) per day for a maximum of 200 days for a maximum pay out of \$10,000. Payment shall be made in two (2) installments pursuant to [c] above.
  
- [e-2] If a certificated employee does not have the minimum accumulation of one hundred (100) days required in [a] above, reimbursement shall be at fifty dollars (\$50) per day for each accumulated sick day. Payments shall be made in two (2) installments pursuant to [c] above.
  
- [f] If an employee dies after having his/her notice of retirement accepted by the Board, but prior to the completion of payments for unused sick leave according the above schedule, the payments due shall be paid to the employee's estate pursuant to the schedule outlined in [c] above.

## **Section III – Support Staff**

### **ARTICLE XXII**

#### **EMPLOYEE RIGHTS**

- 22.1 Complaints by any supervisor or administrator concerning an employee shall be made in confidence.
- 22.2 An employee shall receive a copy of any complaint or criticism prior to its being placed in his/her personnel file. Said employee shall have the right to meet with the supervisor or administrator to discuss this matter and respond in writing, which response shall also be placed in his/her personnel file.
- 22.3 The official personnel file is housed in the Superintendent's office. Those charged by the Board of Education with preparing evaluations will maintain an unofficial file(s). Employees may examine their files with a 24 hour prior request.

### **ARTICLE XXIII**

#### **EMPLOYEE WORK YEAR**

- 23.1 Work Year
- a) Full-time personnel who are employed in district will receive holidays as approved by the Board of Education and the following vacation entitlements:

<u>LENGTH OF CONTINUOUS SERVICE COMPLETED AS OF JULY 1</u>	<u>VACATION ENTITLEMENT</u>
LESS THAN ONE (1) YEAR	Vacation will be pro-rated on length of service
ONE (1) YEAR THROUGH FIVE (5) YEARS	Ten (10) vacation days
SIX (6) YEARS THROUGH TWENTY (20) YEARS	Fifteen (15) vacation days (may be taken beginning July 1 of the sixth year of service)
TWENTY-ONE (21) YEARS OR MORE	Twenty (20) vacation days (may be taken beginning July 1 of the twenty-first year of service)

- b) Aides employed in the district shall work in accordance with days determined in their individual contractual agreement and have no vacation or paid holidays.

Reference to years of employment in the Article shall not be construed as an implied promise or contract of continued employment and that the term of employment for any particular employee is not the subject of Article VI, but instead controlled by the entire Contract document. The vacation period shall be subject to the approval of the immediate administrative supervisor.

- 23.2 Twelve month employees will be paid for twelve (12) holidays, throughout the year. Such holidays to be determined by the Board annually. Hourly employees will not have paid holidays or vacations. Christmas Eve will be one of the twelve holidays scheduled annually by the Board of Education. When this day falls on a Saturday or Sunday another holiday will be selected by the Superintendent.
- 23.3 In this bargaining unit, to be eligible for a salary increment, and credit toward longevity payments, an employee must work ninety (90) days in the school year. This minimum employment requirement shall not be construed as creating an automatic entitlement to a salary increment or longevity payment, if the Board is not obligated by Statute or negotiated agreement to provide same.

## **ARTICLE XXIV**

### **WORK DAY**

- 24.1 a. Full-time secretaries, clerk/typists and the technology specialists work-days shall be seven and one half hours (7 1/2) per day, including lunch (35 hour work week).
- b. All secretaries, clerk/typists and the technology specialist shall work a seven (7) hour day from July 1 through August 15, including lunch and break time.
- c. All instructional aides shall work a seven (7) hour work day including lunch (32.5 hour work week).
- d. All non-instructional aides workday shall be assigned by their individual contract.
- e. Custodial/maintenance full-time employees work day shall be eight and one half hours (8 1/2) per day, including lunch (40 hour work week).
- f. The custodial/maintenance personnel work day shall be an eight (8) hour day from July 1 through August 15 including lunch and break time. The summer work schedule will be determined by the supervisor of building and grounds.

- g. Custodial/maintenance staff will be assigned to established work shifts based on seniority.
- 24.2 Full-time employees shall have a daily thirty (30) minute duty free lunch period.
- 24.3 Except in a case of school emergencies, employees may leave the building without requesting permission during their scheduled duty free lunch periods. Employees must sign out and sign in and when leaving school grounds, employees shall notify the supervisor or main office.
- 24.4 The day before the Thanksgiving and winter holidays and in the event of an emergency closing, or as otherwise recommended by the Superintendent, all office personnel work days will be six (6) hours.

## **ARTICLE XXV**

### **USE OF PERSONAL VEHICLE**

- 25.1 Employees who use their automobiles in the authorized performance of their duties shall be reimbursed at the current federal per mile rate for such use when using prescribed routes. Such reimbursement shall not be applicable for travel to or from any building of employment at the beginning or end of the workday.

## **ARTICLE XXVI**

### **EMPLOYMENT**

- 26.1 Initial placement on the salary guide at hire shall be at the recommendation of the Superintendent of Schools.
- 26.2 Previously accumulated sick days shall be restored to all returning employees on Board approved leaves, but no days shall be added for the period of the leave.
- 26.3 Nothing in this Article is to be interpreted as denying the Board's authority to refuse a contract, salary increment, or raise for unsatisfactory service as determined by the Board.
- 26.4 All new custodial/maintenance personnel shall serve a probationary period of sixty (60) days. At the end of the period, the employee shall be evaluated, and at the discretion of the supervisor of building and grounds, and depending upon his/her evaluation will be:
- a. Given a contract
  - b. Relieved of his/her duties
  - c. Granted an additional thirty (30) day probationary period

The decision of the supervisor or administrator as exercised under this paragraph shall not be subject to the Article III grievance procedure.

- 26.5 Custodial/Maintenance personnel and Aides shall be employed on an annual contract basis. Renewed contracts for re-employment will be recommended by administration to the Board of Education. It is not the intent of the Board to provide tenure status to any employee for whom tenure is not provided by law.

## ARTICLE XXVII

### SALARIES

- 27.1 A stipend of \$3,000 will be given to the Head Night Custodian annually.
- 27.2 In the event the Supervisor of Buildings and Grounds is absent, the Business Administrator shall determine, if necessary, to assign a maintenance employee to be in charge during the supervisor's absence. The person in charge shall be compensated an additional \$3.00 per hour above his/her daily rate for that day.

This rate of pay differential shall be in effect during the life of this contract.

- 27.3 The Board of Education will provide (3) three sets of rain gear (boots and jacket w/hat) in both the middle school and elementary school for shared use, to be used during inclement weather by the custodial staff.

## ARTICLE XXVIII

### OVERTIME

- 28.1 While an effort will be made to distribute overtime in an equitable fashion among qualified and available custodial and maintenance personnel, the final decision as to overtime assignments shall be solely within the discretion of the supervisor or administrator.
- 28.2 Vouchers for overtime pay must be approved by the supervisor and submitted to the Board office by noon of the seventh (7th) calendar day preceding the pay date.
- 28.3 Overtime shall be paid at the rate of time and one half of the employees regular base salary rate. Double time shall be paid for the seventh consecutive day worked.
- 28.4 Overtime is payable, as required by law, at the rate of 1 1/2 times the employee's regular hourly rate for hours worked in excess of 40 in any week except for designated holidays. On the following designated holidays, employees shall be paid at the rate of 2 times their regular hourly rate:

New Year's Day  
President's Day  
Easter Sunday  
Fourth of July  
Thanksgiving Day

Martin Luther King Day  
Good Friday  
Memorial Day  
Labor Day  
Christmas Day

## ARTICLE XXIX

### PAYMENT FOR UNUSED SICK LEAVE AT RETIREMENT

- 29.1 All full-time support staff in this bargaining unit who resign during the life of this contract for retirement purposes to receive immediate pension payments, will receive \$30.00 (thirty dollars) per day for each unused sick day, up to a maximum of one hundred (100) days or \$3,000.00 (three thousand dollars).
- 29.2 All full-time support staff in this bargaining unit will have the option at the end of each school year, during the life of this contract, to sell back his/her sick days at a cost of \$25.00 (twenty-five dollars) per sick day. Previous school year sick days cannot be sold at this cost. Once the year is completed, the days can be carried forth or used, as described in Article XIX-19.5.

## ARTICLE XXX

### TEMPORARY LEAVES OF ABSENCE

#### 30.1 Personal Leave

All employees shall receive three (3) personal days for emergency, as approved by the Superintendent.

All personal leaves are subject to the following conditions:

- a. Personal leave shall be limited to urgent legal, family, or personal matters which necessitate the absence on a school day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours.
- b. Request for personal leave shall be filed with the Superintendent, or his designee, at least three (3) school days in advance of the contemplated absence. The employee shall state, on the employee absence form, the reason for the request. (urgent legal, family or personal business).
- c. Personal days will not be granted on the first five days of school, or on days immediately preceding or following a holiday or a scheduled school recess.
- d. The Superintendent, or his designee, shall review each application and approve or disapprove the request.
- e. In an emergency, the Superintendent, or his designee, upon being informed of the nature of the emergency, may waive all restrictions and authorize an emergency personal day, if satisfied that the restriction in b. or c. above impose an undue hardship.

- f. At the end of each school year unused personal days may become supplemental sick days which may not be used until regular sick days have been used. These days may not be used for reimbursement of sick leave at retirement (as detailed in 29.1 of this Agreement). Supplemental sick days may be used per Article XXX – 30.2 with the approval of the Superintendent.

### 30.2 Bereavement Leave

All employees shall be allowed up to a maximum of five (5) consecutive calendar days for death in the immediate family, to be used within seven days of the funeral. The immediate family shall be defined as husband, wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, grandchild, and other members of the immediate household. At the discretion of the Superintendent, a total of two (2) additional workdays may be granted for the death in the immediate family or to attend the funeral of another relative who is not a member of the immediate family.

- a. Three (3) supplemental sick days may be used per year with the approval of the Superintendent in the case of a critical family illness.

## ARTICLE XXXI

### EXTENDED LEAVES OF ABSENCE

31.1 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 if in accordance with the law and the Board of Education policy.

### 31.2 Disability Leaves \*

- a. Leave of absence for reasons of disability may be granted upon application by the candidate.
- b. An employee granted leave without pay during the period of his/her disability, according to the provisions of this section, may at his/her discretion, elect to use all or any part of his/her accumulated sick leave during the period of such leave.

\* All maternity leaves are considered disability.

- c. The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve continuity of services. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits

### 31.3 Child Care/Family Leave

- a) All child care/family leaves shall be consistent with the provisions set forth under the State and Federal Family Leave Acts for all eligible employees.
- b) Leave of absence for reasons of the serious illness or health condition of a family member of the employee may be granted for up to twelve (12) weeks in any twenty-four (24) month period in accordance with the terms of the Family Leave Act for eligible employees.
- c) To be eligible for a salary increment and credit toward longevity payments and sabbaticals, an employee must work at least ninety (90) days in the school year that the leave commences or terminates.
- d) An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.

## **Section IV: Transportation Staff**

### **ARTICLE XXXII**

#### **DRIVER RIGHTS**

- 32.1 A driver shall receive a copy of any complaint or criticism prior to its being placed in his/her personnel file. Said driver shall have the right to meet with the supervisor or administrator to discuss this matter and to respond in writing, which response shall also be placed in his/her personnel file.
- 32.2 The personnel file on each driver is housed in the Superintendent's office. Those charged by the Board of Education with preparing evaluations will maintain an unofficial file(s). Drivers may examine their files with a 24 hour prior request.
- 32.3 Required physicals shall be taken at Board of Education expense. The cost of physical shall not exceed Board's physician rate.
- 32.4 Any damage to a bus, van, or other property must be reported to the Board of Education office within twenty-four (24) hours.
- 32.5 Complaints by an Administrator or Supervisor of the performance of a driver (s) shall be made in confidence.
- 32.6 Evaluation
- a. Drivers in the bargaining unit shall be evaluated in writing once a year, no later than April 30th.
  - b. The driver shall be given a copy of the evaluation report within ten (10) working days and at least twenty-four (24) hours prior to a formal conference if requested by the Supervisor or driver. The driver shall have the right to respond in writing to the evaluation and a copy of the response shall be attached to the evaluation report provided it is given to the evaluator no later than fifteen (15) working days following the conference.
  - c. The driver shall sign copy of the year end evaluation report to acknowledge receipt of a copy of same, but the signature shall not constitute agreement with contents of the report. No driver shall be required to sign a blank or in-complete evaluation form. See Addenda "A".

## ARTICLE XXXIII

### DRIVER EMPLOYMENT

- 33.1 Nothing in this Agreement is to be interpreted as denying the Board's authority to refuse a contract salary increment or raise for unsatisfactory service as determined by the Board.
- 33.2 Drivers who shall not be recommended for a contract renewal shall be notified in writing no later than June 30th. All drivers who shall not receive a contract due to an unavailable run shall be notified in writing no later than August 25<sup>th</sup>. All drivers shall be required to submit documented time sheets for the first two weeks of the school year no later than September 25th. All drivers who receive contracts shall have contracts issued no later than October 15th.
- 33.3 Previously accumulated sick days shall be restored to all returning drivers on Board approved leaves but no days shall be added for the period of the leave.
- 33.4 In case of reduction in force, the last driver hired will be the first one released. Drivers shall be recalled in the reverse order of release that is, the most senior driver shall be recalled first, before any new drivers are hired.
- 33.5 A list of summer routes shall be posted May 15. Any driver interested in applying for summer routes must sign up for those positions by first working day in June. Summer routes shall be awarded within 5 working days of sign up closure. Routes will be awarded by seniority. Contracts for summer routes will be awarded and issued prior to commencement of work. The drivers current school year contract must be fulfilled before driver assumes balance of awarded summer route. If a new summer route is established before summer work commences it will be offered for change by seniority. Otherwise the new route will be available to next unassigned driver in order of seniority from list of summer applicants.
- 33.6 Bus routes will be established by the beginning of the school year by the Supervisor/Transportation Coordinator. When a new route becomes available, the Administration will have the discretion to assign a temporary substitute driver until a new route can be awarded by seniority or a new position established, within 10 working days. In the event that a route requires special needs accommodations, the Association will be notified and the 10 working days may be waived. The route will be assigned when the special needs accommodations are met.
- 33.7 a. In an emergency, 6 p.m. or later, a substitute driver may only be assigned the a.m. morning route/routes. In the event a substitute is not available, after being called by the Supervisor/Transportation Coordinator, a contracted driver will be assigned the route/routes according to seniority and work schedule availability. No call backs will be permitted during this process.

- b. When not an emergency, a contracted driver with seniority and work schedule availability will be used before a substitute driver. The Supervisor/Transportation Coordinator will call by seniority and work schedule availability until the first available contracted driver is reached and accepts the assignment.

#### **ARTICLE XXXIV**

##### **PAYMENT FOR UNUSED SICK LEAVE AT RETIREMENT**

- 34.1 A driver who resigns during the life of this contract for retirement purposes to receive immediate pension payments, shall be compensated for up to one hundred (100) accumulated sick leave days at a rate equal to twenty (20) dollars for each day, provided:
  - a. The driver submits formal notice to the Board by April 1, immediately preceding the effective date of retirement: and
  - b. The effective date of retirement coincides with the end of the drivers work year.
- 34.2 Drivers will have option at end of each school year to sell back his/her sick days at a cost of fifty (50) dollars/sick day. Previous school year sick days can not be sold at this cost. Once the year is completed, the days can be used, or carried forth to be used as described in Article 6.4.

#### **ARTICLE XXXV**

##### **ASSIGNMENTS**

- 35.1 The Board establishes all assignments. Subject to Board approval and in cooperation with the Supervisor/Transportation Coordinator, assignments will be awarded according to seniority. Route selection will be scheduled on the 3<sup>rd</sup> Tuesday in August.

Drivers, by seniority order, will choose first and second choice together. Time frame must be compatible.
- 35.2 In the event that a first choice existing contracted route is canceled (in whole or part) the Board of Education must provide notice of cancellation in writing to the affected driver as soon as possible. The driver affected may then activate the bumping process in writing within (7) seven working days of cancellation notice.

If the bumping process is not activated, the Board of Education has the right to have the driver perform other duties for that lost time, as a substitute driver or an assignment outside of the Transportation Department for a period of no more than (30) thirty days. Salary for canceled route will terminate after (30) thirty days.

The Supervisor/Transportation Coordinator will assign any new second pick route, based on seniority, of those drivers who have not passed on a second pick or whose route was eliminated. The time frames must be compatible with existing route/routes.

- 35.3 If a summer bus route is terminated, the driver may activate the bumping process immediately.
- 35.4 The position of van/bus/sports run driver shall have a part of that package the sports runs. All additional driving hours necessitated by scheduled sports runs shall be incorporated into that driver's shift and shall be compensated at that driver's respective hourly salary. For every day that there is no sports runs, one (1) additional hour shall be added to the van/bus/sports run driver's workday. This hour will be utilized as needed in case of lack of substitute drivers. If the van/bus/sports run drive is not needed for the one (1) extra hour of driving, said driver shall still receive the one (1) hour of compensation.

## ARTICLE XXXVI

### TEMPORARY LEAVES OF ABSENCE

- 36.1 Except as otherwise stated in this agreement, a driver may be granted a minimum time of (2) days or granted a maximum of (3) days without loss of pay for personal business during the school year, upon approval of the Superintendent.

During the life of this contract all drivers will receive a third personal day when they reach the (ninth) 9<sup>th</sup> step of the salary guide in this contract. These days may not be accumulated except as stated in 36.2.

All personal leaves are subject to the following conditions:

- a. Personal leave shall be limited to urgent legal family or personal matters which necessitates the drivers absence on a school day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours.
- b. Requests for personal leave shall be filed with the Superintendent, or his designee at least three (3) school days in advance of the contemplated absence on the District approved form. The employee shall state the reason for the request. (legal, family or personal business.)
- c. Personal days will not be granted on the first five (5) days of school, or on days immediately preceding or following a holiday or a scheduled school recess.

- d. The Superintendent, or his designee, shall review each application and approve or disapprove the request.
- e. In an emergency the Superintendent or his designee, upon being informed by the bus driver of the nature of the emergency, may waive all restrictions and authorize an emergency personal day if satisfied that the restriction in b. or c. above impose an undue hardship.

36.2 At the end of each school year, unused personal days may become supplemental sick days that may not be used until regular sick days have been used. These days may not be used for reimbursement of sick leave at retirement as in 34.1 of this agreement

### 36.3 Bereavement Leave

All drivers shall be allowed up to a maximum of five (5) consecutive calendar days for death in the immediate family. The immediate family shall be defined as husband, wife, mother, father, son, daughter, brother, sister, mother in-law, father in-law, grandchild and other members of the immediate household. At the discretion of the Superintendent, a total of two (2) additional work days may be granted for the death in the immediate family or to attend the funeral of another relative who is not a member of the immediate family.

- a. Three (3) supplemental sick days may be used per occurrence with the approval of the Superintendent in case of critical family illness.

### 36.4 Jury Duty

If a driver has to serve on jury duty, he/she will be compensated the difference between his/her regularly daily wages and what he/she receives from jury duty. Upon notification to serve on jury duty if it conflicts with work schedule, the driver shall request letter of postponement by administration.

## **ARTICLE XXXVII**

### **EXTENDED LEAVES OF ABSENCE**

#### 37.1 Disability Leaves

- a. A driver who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.

In the case of pregnancy, the driver shall inform the supervisor of the anticipated delivery date.

- b. No later than five (5) months prior to the anticipated delivery date, the driver shall request either
- 1) a leave of absence while she is disabled, for which accumulated sick leave may be utilized, or;
  - 2) an unpaid leave of absence for child care, as provided for in 14.4 below; or;
  - 3) a leave of absence while she is disabled, for which accumulated sick leave maybe utilized followed immediately by an unpaid leave of absence for child care, as provided for in 14.4 below.

The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve operational continuity. When this occurs, a driver who is placed on involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.

### 37.2 Childcare/Family Leave

- a) All child care/family leaves shall be consistent with the provisions set form under the State and Federal Family Leave Acts for all eligible employees.
- b) Leave of absence for reasons of the serious illness or health condition of a family member of the employee may be granted for up to twelve (12) weeks in any twenty-four (24) month period in accordance with the terms of the Family Leave Act for eligible employees.
- c) To be eligible for a salary increment and credit toward longevity payments and sabbaticals, an employee must work at least ninety (90) days in the school year that the leave commences or terminates.
- d) An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.

## **ARTICLE XXXVIII**

### **SALARIES**

38.1 A "B" license required for all employees hired after June 30, 1995.

38.2 Initial placement on the guide at hire shall be at the recommendation of the Superintendent of Schools.

### 38.3 Field Trips

- a. Drivers shall be paid an hourly rate equal to 90% of his/her regular hourly rate for all approved hours on field trips, class trips, and similar trips, involving the transportation of

students. The Board has the discretion to use charter buses when more than 3 district buses are required, the field trip is in excess of 3 hours each way or the time of regularly scheduled bus runs is delayed or altered due to a lack of district vehicles. The Board also may choose to use charter buses for 3 trips of their choice per school year. The Association will be notified of all charter bus trips as soon as arrangements have been finalized.

- b. All approved field trips shall be posted, 5 (five) working days prior to trip or no more than one (1) month prior to trip. Drivers shall be awarded trip on basis of seniority, as soon as possible, but no later than (2) two working days before the scheduled trip.
- c. Upon driver's request, an itinerary and directions will be provided at least twenty-four (24) hours before field trip. Tolls and parking expenses shall be provided to drivers prior to a trip. Drivers will provide receipts.

#### 38.4 In-Service Meetings

All drivers are required to attend up to four (4) in-service meetings per year. The meeting at which routes are selected is counted as one (1) of the four meetings. The other three (3) meetings may be no longer than one and a half (1 1/2) hours in length. Any additional meetings or overtime for meetings will be paid at the negotiated rate. Drivers shall be notified seventy-two hours (72) in advance of said meetings, with agenda available. In an emergency the Supervisor/Transportation Coordinator or his/her designee may call a meeting without advance notification.