

This agreement entered into this 28 day of January 2004, by and between:

THE BOARD OF EDUCATION OF SHILOH BOROUGH, Cumberland County, New Jersey, hereinafter called the "Board",

AND

THE SHILOH EDUCATION ASSOCIATION, hereinafter called the "Association,"

WITNESSETH THAT:

WHEREAS, the Board has an obligation pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of the employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the Shiloh Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including Certified Teaching Personnel, but excluding the Chief School Administrator, substitute teachers, and the Board Secretary/Business Administrator.
- B. Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.
- C. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law. This shall not be interpreted to limit the rights of either party under Public Laws 123 of 1974.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

A. **Modification**

This Agreement shall not be modified in whole, or in part by the parties except by an instrument in writing duly executed by both parties.

B. **Commencement of Negotiations**

Negotiations must begin by a date to coincide with the laws of Public Employees Negotiations and subsequent Meetings must be held within four (4) weeks after any request for a negotiations meeting is made by either the Board of Education or the Association.

ARTICLE III - GRIEVANCE PROCEDURE

A. **Definition**

"Grievance" shall mean a complaint by the Association or any employee, or employees, regarding the interpretation, application or violation of policies, agreements, and the administrative decision affecting them.

B. Policy

Any individual member of the Association shall have the right to appeal the application of policies and administrative decisions through proper administrative channels. With respect to grievances, the member shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in an appeal. The member and the Association shall have the right to present an appeal to the Board in person with all parties to the disagreement present.

C. Procedure

1. A grievance to be considered under this procedure must be identified as a formal grievance and initiated within 30 calendar days of the incident.
2. If any employee or the Association has a grievance, it should be discussed with the CSA in an attempt to resolve the matter informally, if possible.
3. (a) If as a result of discussion, the matter is not resolved to the satisfaction of the grievant, the grievance can be formally submitted to the CSA in writing.

(b) The CSA shall communicate his decision to the employee in writing within seven (7) days after receipt of the written grievance.
4. If the employee or the Association is not satisfied with the decision of the CSA, the employee shall, within fifteen (15) school days of receipt of the decision, indicate to the Board in writing their desire to pursue the grievance at the Board level.
5. The Board shall consider a grievance at the first regular or special board meeting that occurs seven (7) days after receipt of the grievance.
6. The Board shall render a decision, in writing, to the employee and the Association within ten (10) days following the meeting at which the grievance was considered.
7. (a) If the aggrieved employee or the Association is not satisfied with the disposition of the grievance at Level 6, the grievance may then be submitted to arbitration. This notification must be in writing and presented within fifteen (15) school days to the Board and the Association.

(b) Within ten (10) school days after the first regular or special board meeting following written notice of submission to arbitration, the Board and the Association request a list of arbitrators from the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of the Arbitrator.

(c) The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The Arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by the law or which is violates of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The Arbitrator shall be limited to the issues submitted to him. Nothing may be added to nor subtracted from the Agreement between the parties.

(d) The cost of the Arbitrator will be equally shared by the Board and the Association.

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, except during regular school hours, subject to approval of CSA.

B. Use of School Equipment

The Association shall have the right to use certain school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use, with approval of the CSA. The Association shall pay for the cost of all materials and supplies incident to such use.

C. Mail Facilities and Mail Boxes

The Association shall have use of a designated bulletin board located in the office area for the purpose of posting Association / Professional related materials.

ARTICLE V - SICK LEAVE

- A. All ten (10) month employees shall be entitled to ten (10) days for illness or medical reasons each year. Unused sick leave days shall accumulate from year to year with no maximum limit. Employees who work less than five (5) days per week shall have their sick leave pro-rated.
- B. Each employee shall be notified in writing of the total amount of unused sick leave credited prior to September 30th of each academic year.
- C. Days off for "on-the-job" injuries received during the course of employment for the Shiloh Borough Board of Education shall not be deducted from the accumulated sick leave while the employee is being covered by workmen's compensation.
- D. Any employee with a minimum of twelve (12) years of service in the district shall upon retirement, receive a bonus for accumulated unused sick leave and unused personal leave according to the following formula:

Fifty dollars for each accumulated leave day up to a maximum payment of \$5,000 during the 2003 – 2006 school years.

This benefit shall be payable on a date selected by the retiring employee during the school fiscal year (July 1 – June 30) following the year of retirement.

- E. The Board requests that each employee notify the Board of his/her intent to retire by February 1st of any given year. This is to provide the Board with information in preparing the following year's budget. This notification is not mandatory.

ARTICLE VI - TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

As of the beginning of the school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Personal Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the CSA or his designee for personal leave shall be made at least twenty-four (24) hours before taking such leave (except in cases or emergencies) and the applicant for such leave shall not be required to state the reason for taking such other than that he/she is taking it under this section. The granting of more than one (1) such day on any given school day will be subject to the approval of the CSA. Such leave shall be

pro-rated for employees who work less than five (5) days per week, but no employee shall have less than one (1) personal leave day per academic year. Personal leave not utilized in any given academic year shall accumulate as sick leave in following years.

2. **Bereavement Leave** In the event of the death of an employee's spouse, child, child-in-law, parent, parent-in-law, brother, sister, sister-in-law, brother-in-law, grandparent, grandchild or any resident member of the immediate household, such employee shall be eligible for paid bereavement leave for all workdays that may be required during the five (5) calendar day period commencing with the day after death. In the event extensive travel or other extenuating circumstances exist, at the employee's request, the CSA may alter the five (5) day sequence or extend the five (5) calendar day period to six (6) or seven (7) calendar days. In the event of the death of an employee's uncle, aunt, nephew, niece, such employee shall be eligible for paid bereavement leave for one (1) workday, as may be required.
3. **Family Illness Leave** Up to three (3) days per school year will be granted in the event of a medically verified terminal illness, critical illness, accidental injury, or surgery which requires hospitalization of an employee's spouse, child, grandchild, parent, or parent-in-law. In the case of an immediate medical emergency, partial days may be granted by the CSA, or his designee, which partial days will accrue against the total allowance for Family Illness Leave.
4. **Professional** Requests for professional days will be made to the CSA and must be approved by the administration. A report in writing to the CSA must be made upon completion of the visit. Any teacher who has received a Professional Improvement Plan requires his/her attendance at workshops, conferences, etc., shall not be denied his/her professional days and any reasonable and necessary expenses. This shall include the cost of the workshop and mileage reimbursement. Board expense for professional day reimbursement shall be capped at \$250.00 per teacher. In the event a teacher does not seek reimbursement for an amount up to \$250.00, the balance shall be available for reimbursement to professional days to other teachers who have expended their \$250.00 allotment; which reimbursement shall be made at the end of the school fiscal year (June 30th).
5. **Other Leave** The Board of Education will grant other leave, with or without pay, for tending to ill family members, for military service, or for other good cause.

ARTICLE VII - EXTENDED LEAVES OF ABSENCE

A. Maternity and Child Rearing Leave

1. **Maternity Leave** The Board shall grant maternity leave for childbirth without pay to the employee upon request subject to the following stipulations and limitations:
 - a. Maternity leave shall commence on the date requested by the employee, provided it shall begin no more than four (4) weeks before the due date of the birth as determined by the employee's physician and shall end not more than four (4) weeks after the actual date of birth. This time may be extended upon proof of medical necessity.
 - b. An employee anticipating childbirth shall notify the CSA of the expected dates of maternity leave at least sixty (60) days before the commencement of said leave, except in cases of medical emergency. Said request shall indicate the anticipated starting date and the desired date of return which should coincide with the beginning of any marking period, or the beginning of the school or calendar year. The employee with sixty (60) days notice may request a change of return date.
 - c. Any employee granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.
 - d. No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return. A doctor's

certificate will be required upon return to work.

- e. The Board shall not remove any employee from her duties during pregnancy unless the employee Cannot produce a certificate from her physician that she is medically able to continue working.
2. **Child Rearing Leave** The Board shall grant child rearing leave for up to one (1) year after date of birth without pay, provided it will not adversely affect the educational or operational process in the Borough of Shiloh School District which shall be determined in the sole discretion of the Board.
- a. Child rearing leave shall commence on the date requested by the employee so long as it does not affect the educational or operational processes of the School District.
 - b. An employee may utilize the Family Leave Act, which allows for twelve (12) weeks of unpaid leave with benefits, as part of her child rearing leave.
 - c. The Board of Education shall, upon written request, provide the employee with the necessary information and allow the employee to assume the payment of health insurance premiums during the balance of the period of child rearing leave.

ARTICLE VIII - CONTINUING EDUCATION

The Board agrees to reimburse tenured faculty for a maximum of six (6) credit hours per year at the rates per credit hour charged by Rowan University of New Jersey plus an additional Twenty-five (\$25.00) per semester to defray additional costs charged by the college or university. Subject to the approval of the CSA, undergraduate courses involving new educational methods such as computer technology, audio and visual presentations and other such classroom techniques that will lead to improved classroom instruction may be included on the same basis as graduate courses, but will not be included in computing any increase in salary scale unless they satisfy requirements for an advanced (Master's or Doctor's) degree. Courses of study directed to the improvement of instruction in the teacher's current field, include but are not limited to, obtaining a master's degree in the present field, administration, guidance, education and educational psychology, or reading. The CSA may approve courses outside the teacher's field if the CSA feels that the courses will benefit the school system. Courses taken for initial certification in areas in which a faculty member was hired to teach are not recognized for reimbursement. Faculty desiring recognition on the salary guide for courses taken must file a transcript with the CSA by October 1st of the year in which the credit is claimed. Reimbursement shall be made within forty-five (45) days of submission by faculty member with proof of passing grade.

ARTICLE IX - HEALTH INSURANCE AND BENEFITS

- A. The Board of Education shall make available to employees in the bargaining unit, and be responsible for the payment of employee coverage in the New Jersey Public Employees Health Benefits Plan or its equivalent.
- B. The Board of Education shall reimburse employees in the bargaining unit for medical expenses for themselves and their dependents not otherwise covered by insurance. It is contemplated that a separate agreement to provide for this benefit will be entered into, but until that time, employees shall submit vouchers by January 1st and/or June 30th. Payment shall be made within thirty (30) days of the above dates. Employees will verify in writing that they received no insurance payment, nor were they eligible for such payment. The amounts of said reimbursement by the Board shall not exceed the following amounts during the school year, 2003-2004, \$900; 2004-2005, \$950; 2005-2006, \$1,000.

ARTICLE X - SALARIES AND OTHER COMPENSATION

- A. The salary of each employee covered by this agreement is set forth in Schedule A which is attached hereto and made a part hereof.
- B. 1. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Payday shall be the fifteenth and thirtieth of each month.
3. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
4. Ten (10) month employees shall receive their final checks on the last working day in June.

C. **Extra Service Compensation**

1. The salaries of all coaches and sponsors of extracurricular activities covered by this Agreement are set forth in Schedule "B" which is attached hereto and made a part thereof.
2. Extra Service compensation shall be paid on the first regular pay day following the completion of the activity.

- D. Whenever any employee is required to use his/her personal vehicle on school business, reimbursement for mileage shall be at the current rate issued by the Internal Revenue Service.

ARTICLE XI - TERMS OF EMPLOYMENT

A. **Certified Teaching Personnel**

1. In-school work year of teachers employed on a ten (10) month basis shall not exceed one hundred Eighty-five (185) days.
2. An in-school work year is defined as one consisting of days when pupils are in attendance, orientation days, and any other days when teacher attendance is required by the Board.
3. **Extra Pay for Extra Service** Any teacher who is required to work beyond the regular teacher in-school work year, above shall be compensated during the school year at the rate of \$22.00 per hour.
4. **Teaching Hours** All teachers shall be in their respective buildings fifteen (15) minutes before the morning late bell. Teachers shall remain at least fifteen (15) minutes after dismissal bell, unless excused by special permission of the CSA.
5. **Lunch Periods**
 - a. Any teacher employed in both morning and an afternoon session shall be entitled to a duty-free lunch period during the hours normally used for lunch periods in the school. Such duty-free lunch periods shall not be less than thirty (30) minutes.
 - b. **Leaving the Building** Teachers may leave the grounds during duty-free lunch periods or preparation periods as long as they check in and out of the main office. This time is not to exceed their duty-free period (s).
6. **Teacher Meetings** Meetings which take place after the regular in-school workday and which requires attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school except in cases of emergency. Meetings, other than in-service shall not exceed one (1) per month and not last more than forty-five (45) minutes except in cases of emergency. No meetings shall be scheduled during a week in which a ½ day in-service or PTA programs have been scheduled. Twenty-four (24) hour notice shall be given for any meetings. Regularly scheduled dates will be determined at the faculty orientation in September.

- B. **Length of Day** The arrival and departure times for all teachers shall be designated in Paragraph 3 of this section; however, their total in-school workday shall consist of not more than six (6) hours and forty-five (45) minutes,

which shall include a duty-free lunch period as guaranteed to teachers in Paragraph 4 of this section and no less than an average of forty (40) minutes per day duty-free preparation time.

- C. **Duty-Free Preparation Period** Each teacher shall be entitled to an average of forty (40) minutes of duty-free preparation time each day. In the event a teacher is denied a duty-free preparation period, a record shall be kept by the CSA's secretary with a copy to the teacher and monthly copies to the Board of Education. As soon as practicable, the CSA shall provide time for the duty-free preparation period. However, should a teacher accumulate a total loss of duty-free preparation time of five (5) hours, then that teacher shall be awarded one (1) day certified substitute pay at the rate then in effect.
- D. **Responsibility for Lunch Duty** The Board agrees that primary responsibility for lunch duty shall be the CSA's responsibility and the Head Teacher's responsibility shall be limited to times when the CSA is out of the district.
- E. **Half Days Before Holidays** The school calendar shall provide for one (1) half-day session on the days before Thanksgiving recess, Christmas recess, Spring recess, and the last day of the school year.

ARTICLE XII - MISCELLANEOUS PROVISIONS

- A. **No Discrimination.** The Board agrees that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, or sexual orientation.
- B. **Board Policy.** This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. **Savings Clause.** Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to neither eliminate, reduce nor otherwise detract from any teacher benefit prior to its effective date.
- D. **Separability.** 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.
- E. **Compliance Between Individual Contract, This Agreement, Policies, etc.** Any individual contract or job description between the Board and an individual teacher, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract or job description contains any language inconsistent with this Agreement, this Agreement shall be controlling. Except as otherwise provided in this Agreement, all terms and conditions of employment established by the rules, regulations, and/or policies of the Board pertaining to employees on the effective date hereof, shall continue to be applicable. Unless specifically otherwise provided in this Agreement, nothing herein shall be construed to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- F. **Printing Agreement.** Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- G. **Board Rights.** The statutory rights of the Board of Education to hire, assign, evaluate, and promote remain intact, unless specifically modified by this Agreement. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage, or given an adverse evaluation of his/her professional services without just cause. All discipline shall be progressive in nature. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

- H. **Notice** Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
 1. If by Association, to Board at: P.O. Box 186, Shiloh, New Jersey 08353
 2. If by Board, to the Association in care of the Association President's home address.
- I. **Liaison Committee.** A committee consisting of Board members and teachers shall meet to discuss the concerns of either or both sides, but shall not discuss any pending grievances or negotiate contractual terms. Each party to this agreement shall determine the number and identification of persons who shall attend the meetings, but the number The committee shall meet as needed when agreed by both sides. The meetings shall not exceed ninety (90) minutes unless both sides agree. No agenda is needed. A secretary to take minutes of the meetings shall be appointed to serve for one year, for alternating years, first from the Board and then the Association. The secretary so appointed shall take minutes and distribute copies to the participants.

ARTICLE XIII - REPRESENTATION FEE

- A. If a teaching staff member does not become a member of the Association during any membership year (September 1st to the following August 31st), said employee will be required to pay a representation fee in lieu of dues to the Association for that membership year.
- B. Prior to the beginning of each school year, the Association will notify the Board in writing of the amount of the representation fee to be paid by non-members. The representation fee will be established by the Association in accordance with law (N.J.S.A. 34: 13A-5.5b) and cannot exceed 85% of regular dues.
- C. The Association will establish and maintain a Demand and Return System which provides a procedure for representation fee payers to contest the amount of the fee, in accordance with N.J.S.A. 34: 13A-5.5c.
- D. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

ARTICLE XIV - DURATION OF AGREEMENT

This Agreement shall be effective the 1st day of July 2003 and shall continue in full force and effect until the 30th day of June 2006.

In the event the State of New Jersey enacts a change to the Minimum Teachers Salary Act, the Salary guide (s) will be mutually reconstructed to reflect new state funds, but in no case shall the additional cost to the Board of such new guides be in excess of additional revenue received by the school district.

IN WITNESS WHEREOF the parties have caused their duly elected officers to execute this Agreement.

For the Board of Education

For the Association

Sharon L. Campbell
Sharon L. Campbell, President

Charlotte Chroniger
Charlotte Chroniger, President

Beth P. Smigelski
Beth P. Smigelski, Negotiations Chair

Patricia Sheppard
Attest: Patricia Sheppard, Negotiations Chair

Signed: January 28, 2004

Signed: January 27, 2004