

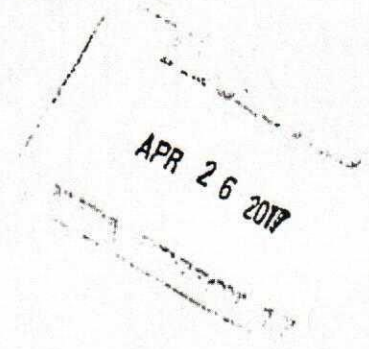
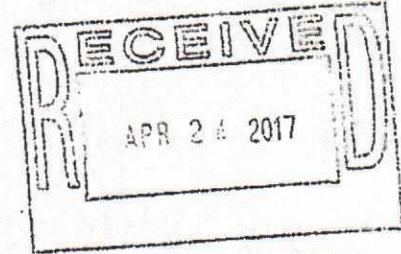
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ARTICLE I

RECOGNITION

A. The Rockaway Borough Board of Education recognizes the Rockaway Borough Education Association as the collective negotiating representative for:

1. Teachers
2. Nurses
3. Custodians
4. Principals' Secretaries
5. Social Workers
6. Speech Therapists
7. Learning Disabilities Teacher Consultant
8. School Psychologist
9. Secretary to Special Services
10. Bookkeeper/Secretary
11. Secretary
12. Maintenance Assistant/Custodial Assistant
13. Occupational Therapist
14. Behaviorist
15. Aides
16. Paraprofessionals
17. Teacher Assistants
18. Bus Drivers



But excluding all titles not specifically stated above, including confidential and managerial employees.

B. Unless otherwise indicated, the term "Employees", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall be defined by Chapter 123, Public Law of 1974.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim or any person who may be required to take action, or against whom the action may be taken.



## B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to employment problems. Both parties agree that all proceedings shall be kept informal and confidential.

## C. Procedure

1. The number of days at each level should be considered as a maximum and every effort should be made to expedite the process. The timelines may be extended by either party, in writing, by no more than ten (10) calendar days. If the timelines, if observed to the maximum, would extend the Board decision beyond the end of the school year, the parties will make a good faith effort to expedite the processing of the grievance so as to permit a Board decision prior to the end of the school year.
2. In the event that a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, the time limits set forth therein shall remain in effect until such grievance has been resolved.
3. The grievance to be considered under this procedure must be initiated in writing by the grievant within thirty (30) calendar days of the alleged occurrence.

### 4. Level I

An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Association's designated representative, with the objectives of resolving the matter informally.

### 5. Level II

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, he/she may, within seven (7) calendar days file the grievance in writing to the Superintendent. A copy of the written grievance shall be sent to the immediate supervisor. The Superintendent shall render a decision, in writing, within ten (10) calendar days of receipt of the grievance.



6. Level III

If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, he/she may, within seven (7) calendar days, file the grievance with the Board of Education through the Board Secretary. The Superintendent shall be notified that the grievance shall be forwarded to the Board level. The Board shall arrange a hearing within thirty (30) calendar days of receipt of the grievance and render a decision within ten (10) calendar days after the hearing.

7. Level IV

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, and the Association wishes review by a third party, the grievance must be submitted to arbitration. If arbitration is requested, the Association shall notify the Board within ten (10) calendar days of the due date of the Board decision.

8. Level V

- (a) If the Association wishes to secure the services of an arbitrator, it shall request the Public Employment Relations Commission (PERC) to provide a list of arbitrators to settle the dispute.
- (b) Once a request is made to the Public Employment Relations Commission (PERC), the parties shall be bound by its rules and regulations.
- (c) The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (d) The cost of the services of the arbitrator shall be borne equally by the parties. Any other expenses shall be paid by the party incurring the same.

D. Rights of Employees to Representation

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



E. Miscellaneous Provisions

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent and the processing of such grievance shall commence at Level II. (The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.)
2. Arbitrability  
Only grievances alleging violation of this Agreement shall be subject to arbitration. The arbitrator shall not add to, subtract from, or modify such written agreement in any manner.
3. Decisions rendered at all steps of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted properly to all the parties in interest and to the Association.
4. Reference to grievances processed shall not be placed in the personnel files of any employee unless complete documentation of the grievance is included and the employee involved has received prior written notice that said documents are to be placed in his/her file.
5. Forms for filing grievances, serving notices, making appeals, reports, recommendations, and other necessary documents shall be prepared jointly by the Association and the Board and given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. No meetings or hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
7. Neither the Association nor the Board shall issue public statements regarding such grievances during the grievance procedures.

ARTICLE III

EMPLOYEE RIGHTS

- A. No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the Board or any agent or representative thereof, shall not be made public except to the degree required by law and shall be subject to the grievance procedure herein set forth. Neither dismissal nor suspension shall be considered to be discipline or reprimand and shall be appealable only to the Commissioner of Education.



- B. Whenever any employee is required to appear before the Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position of employment, or the salary or any increment pertaining thereto, then he/she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meetings or interviews. Any suspension of an employee pending charges shall be without pay. If the employee is reinstated, retroactive pay will be awarded in accordance with the decision.
- C. In any disciplinary meeting between an administrator and an employee, the employee shall be entitled to be accompanied by his/her Association representative or its affiliate's representative.
- D. R.I.F. procedures shall be in accordance with state law. A guide for seniority shall be maintained by the Superintendent of Schools and shall be made available to the Association.

**ARTICLE IV**

**BOARD RIGHTS CLAUSE**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey and the provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities.

**ARTICLE V**

**EMPLOYEE WORK YEAR**

- A. Professional Staff
  - 1. Beginning with the 2000-2001 school year, the in-school work year for professional staff members employed on a 10-month basis shall increase from 183 days to 185 days. At least one of the two new additional days shall be designated as an in-service day and shall be in addition to the existing in-service day.
  - 2. The in-school work year for non-tenured professional staff members shall be 187 days, which shall include 2 days for mandatory workshops or other in-district training. Additional workdays for non-tenured professional staff members shall not be scheduled during the Christmas or spring break or earlier than one (1) week prior to the opening of school for all teachers.



### 3. Holidays and Vacations

Employees shall be dismissed at 1:25 PM on the day preceding Thanksgiving, Christmas vacation (except if Christmas Eve falls on a Sunday, Monday or Tuesday), and Easter vacation.

4. The school calendar for the next year shall be published by the Board and distributed to each employee within ten (10) days of official adoption.

### 5. Parent/Teacher Conferences

(a) There will be two (2) evening and one (1) afternoon conference during each of the two (2) regularly scheduled yearly conferences (fall and spring). No parent/teacher conference shall be scheduled on Friday evenings.

(b) Evening conferences shall not exceed two and one half hours in duration. All teachers shall attend. Teachers without scheduled conferences can leave after one hour. Teachers with scheduled conferences can leave after one hour or after their last conference, whichever is later. The Board shall determine the starting time for evening conferences. Teachers may elect to start evening conferences earlier, but may leave no earlier than one (1) hour after the official start time for the conferences, or when their scheduled conferences end, whichever is later.

(c) On days when evening parent/teacher conferences are scheduled, teachers shall be dismissed at 1:25 p.m.

(d) Daytime conferences shall not exceed the length of the regular school day, and the school day shall include a forty-five (45) minute lunch break for teachers taken at their individual discretion. All teachers shall remain on-site until at least two forty (2:40) PM.

(e) Telephone conferences with parents in lieu of in-person conferences must be approved in advance by the principal.

## B. Custodial Personnel

### 1. Holidays

(a) Custodial personnel shall receive the following holidays with full pay:



1. New Year's Day
2. President's Day
3. Day after President's Day (subject to rescheduling if needed to make-up for a snow day)
4. Good Friday
5. Memorial Day
6. Fourth of July
7. Labor Day
8. Veterans' Day (to be observed on the Friday of the teachers' convention whenever the schools are open on Veteran's Day)
9. Thanksgiving Day
10. Day following Thanksgiving Day
11. Christmas Eve Day
12. Christmas Day
13. New Year's Eve Day
14. One (1) floating holiday to be used when school is not in session, subject to the same notice and administrative approval as apply to personal days.

(b) Should a holiday fall on a Saturday or Sunday, custodial personnel shall not be expected to work on the Friday preceding or the Monday after, provided school is not in session. If the Fourth of July should fall on a Saturday or Sunday, the Board shall designate the most appropriate nearest Friday or Monday as a holiday.

## 2. Vacation with Pay

(a) Vacation allowances for custodians are as follows:

Employees in their first year of employment shall earn one vacation day per month on the first day of the third month of their employment and on the first of each subsequent month through June 30 of the first year of employment.

On the first day of years 2-4, two weeks of vacation time shall be posted/available on day one.

On the first day of years 5-10, three weeks of vacation time shall be posted/available on day one.

On the first day of years 11-19, four weeks of vacation time shall be posted/available on day one.

On the first day of years 20 or more, five weeks of vacation time shall be posted/available on day one.



(b) Vacation shall be taken during the period that starts on Monday of the week that includes July 1<sup>st</sup> and ends two (2) weeks prior to Labor Day. Custodial personnel eligible for three (3) weeks vacation may take vacation days during scheduled Christmas vacation, Winter vacation, or Easter vacation provided approval is granted by the Maintenance Supervisor or his designee.

3. Uniforms

(a) Five (5) uniforms per year shall be provided to each full time custodian. Uniforms must be worn except in the summer.

(b) The attire allowance will be one hundred twenty-five dollars (\$125.00) per year and all employees will be required to wear job appropriate safety shoes.

4. Black Seal License (Low Pressure Boiler)

Custodial personnel who have the Black Seal License shall be granted an additional \$500.00 per year. The Black Seal license stipend shall be paid in one lump sum in June.

5. Custodial Expenses

The Board of Education will reimburse custodial personnel for all expenses incurred in obtaining and maintaining their bus driver license.

6. Hours

Custodial personnel shall work the following hours:

(a) Day Shift – eight (8) hour with one-half (1/2) hour for lunch

(b) Night Shift – seven and one-half (7 1/2) hours with one half (1/2) hour for lunch

7. Overtime

Custodial personnel shall receive one and one-half (1 1/2) times their hourly rate for all time exceeding the limits provided in the Federal Wage and Hour Law, PL 95-151. Double time shall be paid for work done on any holiday or vacation day.

8. A minimum of two (2) hours salary shall be paid to custodial personnel who are called to work from home.

9. Night custodians shall work their regular seven and one-half (7 1/2) hour shift with one-half (1/2) hour for lunch beginning at 1:00p.m. on the day preceding Thanksgiving Day.



10. On days when schools are closed due to inclement weather, the night custodians will work the day shift. On such days, the night custodians shall work seven and one-half (7 ½) hours with one-half (1/2) hour for lunch.

11. The salary guide for Custodial Personnel shall be found in Schedule C.

C. Secretaries (12 month)

- (a) Child Study Team
- (b) Secretary
- (c) Book Keeper/Secretary
- (d) Principal's Secretaries

1. School Work Day

The workday shall consist of eight (8) hours including a one (1) hour lunch period when school is in session.

2. Summer Work Day

From the day after the last day of school until the week before the teachers report back to the classroom, full time employees are entitled to "summer hours" which are six (6) hours per day, five (5) days per week with one-half (1/2) hour for lunch. These hours will also be followed for vacation days of students and teaching staff for the current school year.

3. Inclement Weather

Twelve-month secretaries shall not report for work when schools are closed for inclement weather.

4. Holidays

(a) Twelve month secretaries shall receive the following holidays with full pay:



1. New Year's Day
2. Presidents' Day
3. Day after President's Day (subject to rescheduling if needed to make-up for a snow day)
4. Good Friday
5. Memorial Day
6. Fourth of July
7. Labor Day
8. Friday of Teachers' Convention
9. Thanksgiving Day
10. Day following Thanksgiving Day
11. Christmas Eve Day
12. Christmas Day
13. Three (3) consecutive days between Christmas and New Year's Day.
14. New Year's Eve Day (only if it falls on a weekday)
15. One (1) floating holiday (In years where there are less than three consecutive days available to give as days off during Christmas break, secretaries will receive a floating holiday per the current contract. Otherwise they will not get a floating holiday) to be used when school is not in session, subject to the same notice and administrative approval as apply to personal days.

(b) Should a holiday, except New Year's Eve Day, fall on a Saturday or Sunday, secretarial personnel shall not be expected to work on the Friday preceding or the Monday after, provided school is not in session. If the Fourth of July should fall on a Saturday or Sunday, the Board shall designate the most appropriate nearest Friday.

(c) Secretaries shall be dismissed at 2:00 PM on the day preceding Thanksgiving.

5. Vacation With Pay

(a) Vacation allowances for secretaries are as follows:

Employees in their first year of employment shall earn one vacation day per month on the first day of the third month of their employment and on the first of each subsequent month through June 30 of the first year of employment.

On the first day of years 2-4, two weeks of vacation time shall be posted/available on day one.

On the first day of years 5-10, three weeks of vacation time shall be posted/available on day one.

On the first day of years 11-19, four weeks of vacation time shall be posted/available on day one.



On the first day of years 20 or more, five weeks of vacation time shall be posted/available on day one.

(a) Time of Vacation

Vacations must be taken within one (1) year of the time earned. Vacations will be granted only at times of the year when they will not interfere with normal job duties, but in no case may more than one (1) week vacation be granted while pupils are in attendance at school.

- 6. Sick Leave - See Article XI – Sick Leave
- 7. Temporary Leave of Absence with Pay – See Article XII
- 8. Extended Leaves of Absence – See Article XIII
- 9. Insurance Protection – See Article XV
- 10. Payments of increments on the salary guide shall be conditional upon the recommendation of the Superintendent that the employee's performance has been satisfactory. The Board of Education reserves the right to withhold all increments from any employee who does not receive such a recommendation.
- 11. Salaries – See Article IX
- 12. Deduction from Salaries – See Article X

**ARTICLE VI**

**TEACHING HOURS AND TEACHING LOAD**

A. Teaching Hours and Teaching Load

- 1. Each school shall have a designated beginning and ending time for all teachers.
- 2. The total in-school workday for elementary school teachers shall not exceed seven (7) hours and ten (10) minutes. Elementary teachers shall report to work not less than fifteen (15) minutes before the start of the student day and shall be dismissed not less than fifteen (15) minutes after the end of the student day.
- 3. The total in-school workday for middle school teachers shall not exceed seven (7) hours and ten (10) minutes.



4. Employees shall indicate their presence for duty by initialing the sign-in roster located in the general office of his/her assigned school.

B. Teacher Lunch Period

1. Elementary teachers and paraprofessionals shall have a forty-five (45) minute lunch period.
2. Thomas Jefferson School teachers and paraprofessionals shall have a lunch period of not less than forty (40) minutes.
3. Lunch periods shall be duty-free and employees shall be permitted to leave the building without restrictions. Employees will sign out upon leaving and sign in upon returning to the building.
4. Lunch periods shall be assigned only during those times the school cafeteria is open and serving meals.

C. Preparation Periods

1. The Board shall continue to provide each teacher with five (5) preparation periods per week of at least thirty (30) minutes in the elementary school and at least forty (40) minutes in the middle school.
2. Should teachers be required to cover duties of another teacher, and therefore receive less than five (5) preparation periods per week, they shall be paid twenty-six dollars (\$26.00) per coverage. In no case shall a teacher lose both a duty period and a preparation period to cover the classes of absent colleagues in the same day.

D. Meetings

1. Faculty meetings may be called as needed, but there shall be no more than four (4) such meetings per month.
2. Notice of tentative agenda for any faculty meeting shall be provided to all staff before the first lunch period of the day on which the meeting occurs.

E.

1. As long as teachers receive their guaranteed lunch and preparation time, and their workday does not exceed the terms of paragraph A above, the district has the flexibility to establish the number of teaching periods in the day, the length of those teaching periods, and the number of teaching and non-teaching assignments, within the limits of this Article.
2. The Board agrees to consult with the Association no less than sixty (60) calendar days prior to the implementation of any changes in the number or length of class periods or class assignments.



3. In no case shall teachers in a departmentalized situation be regularly assigned to teach more than six (6) teaching periods per day. Assignments to non-teaching duty periods, or to cover the class of an absent teacher, or other such assignment not requiring planning, preparation, grading, or testing are not considered teaching assignments.

#### 4. Duty Coverage

Administration will assign duties during the flexible duty coverage period on an as needed basis in a fair and equitable manner amongst those people available.

If lunch duty is necessary it will be assigned on a rotating basis with a schedule to be made available to the staff in advance.

Special subject area teachers are guaranteed five (5) preparation periods per week. Any excess non-teaching periods may be used as flexible duty coverage periods.

The faculty member with responsibility for scheduling games shall be excused from fifteen (15) duty periods per year if duty periods are part of that person's schedule.

### ARTICLE VII

#### EXTRACURRICULAR ACTIVITIES

- A. An employee who wishes to establish a new extracurricular activity shall:
  1. Submit a proposal in writing to the Superintendent using the appropriate form.
  2. The proposal must include estimates of the number of students who will be involved, the number of meetings to be held and the frequency of those meetings, and the estimate of any expected costs for the program.
  3. If the Superintendent approves the proposal, for the first year of the program the Superintendent or designee will monitor the program's implementation in terms of participation, number and frequency of meetings, and the overall success of the program.
  4. The staff shall not be compensated for the initial year of the program.
  5. If the Superintendent determines that the program is successful at the end of the initial year, he/she may recommend that the program be established by the Board of Education for the following school year.
  6. At such time as the BOE established the program, the compensation will be negotiated with the majority representative.



- B. Nothing herein shall diminish the right of the Board of Education to eliminate an extracurricular program or to not fund a program in any given year. The Board agrees to pay the entire negotiated stipend for autumn and winter activities, and year-long activities, once a given activity has begun. The Board cannot guarantee that spring activities will be run even though staff have been appointed or the program has begun. If a spring program is cancelled before it is completed, the staff member will receive a pro-rated stipend.

## ARTICLE VIII

### EVALUATION

- A. The Board and the Association agree to establish a committee consisting of one teacher from each school, and one principal whose purpose shall be to review current teacher evaluation practices and each year supply the Superintendent and Board with suggestions for revisions and/or improvements in said practices. The evaluation form presently being used will not be rescinded until a new form is adopted.

- B. File

Not more than three (3) times each contract year shall an employee have the right, upon reasonable advanced request, to be scheduled to review the content of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

- C. Derogatory Material

1. Neither complaints made by any person concerning an employee which are considered of such serious nature as to be worthy of a written summary nor material derogatory to an employee's conduct, service, character, or personality, shall be placed in his/her personnel file unless the employee has had an opportunity to review such material and affix his/her such signature in no way indicates agreement with no content thereof. The employee shall also have the right to submit a written answer within five (5) calendar days after review of such material and such answer shall be attached to the file copy.
2. Such complaints and/or derogatory material shall be placed in the employee's personnel file within five (5) school days after the administrators acquire knowledge of same.

- D. Utilization of Materials

No written material of a derogatory nature shall be used in any proceedings affecting an employee unless such materials have previously been disclosed to the employee.



**ARTICLE IX**

**SALARIES**

- A. The salaries for all employees covered by this Agreement are set forth in Schedules A, B, and C.
- B. Paydays shall be every fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) of each month except in February which will be the fifteenth (15<sup>th</sup>) and the last working day of the month.
  - 1. In cases where a payday falls on a weekend, school holiday, or legal holiday, the payday shall be on the last workday prior to the fifteenth (15<sup>th</sup>) or thirtieth (30<sup>th</sup>) of the month.
- C. Eligible employees may individually elect to have a specified dollar amount of their monthly salary deposited by the Board in an interest-bearing account in the Visions Federal Credit Union, Morris Plains, New Jersey. The Board shall deposit said funds with Visions Federal Credit Union as soon as possible following each pay day.
- D. To be eligible for increment movement on the salary guide a teacher must be employed for more than one-half the preceding school year, a secretary must be employed for more than one-half the preceding secretarial work year and a custodian must be employed prior to January 1.
- E. To be eligible for horizontal movement on the salary guide, teachers must file all the required paperwork by September 15, retroactive to September 1, or by January 30, effective February 1. There shall be no movement across the guide except on these two dates in the calendar.

**ARTICLE X**

**DEDUCTIONS FROM SALARIES**

- A. Association Payroll Dues Deductions
  - 1. The Board agrees to deduct from the salaries of its employees dues for the Rockaway Borough Education Association, the Morris County Council of Education Association, the New Jersey Education Association and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15, 9a) and under rules established by the State Department of Education. Said monies together with record of any corrections shall be transmitted to the Treasurer of Rockaway Borough Education Association by the fifteenth (15<sup>th</sup>) of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse monies to the appropriate Associations.



2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. The Board agrees to deduct from employees salaries the following:

1. Existing disability insurance carrier
2. Up to seven (7) tax shelter annuities
3. 125 plan

The Board shall transmit the monies deducted promptly to such associations.

C. The Board shall continue its practice of making changes in deductions from salaries of employees upon request. Changes shall be made for the next payroll period, provided sufficient time is available.

#### ARTICLE XI

#### SICK LEAVE

- A. Unless otherwise specified in this Agreement, all ten month employees shall be granted ten (10) sick days per year with full pay, and all twelve month employees shall be granted twelve (12) sick days per year with full pay. Unused sick leave shall be accumulated from year to year. Employees using sick leave adjacent to a holiday or vacation may be required to bring a doctor's note when they return at the discretion of the Superintendent.
- B. The Board shall continue its practice of providing each employee with a written notice showing his/her number of accumulated sick leave days by September 30 of the current school year.
- C. Conversion of Unused Sick Leave as Severance Pay
  1. An employee having been in the employ of the Board for fifteen (15) or more years, who submit to the Superintendent of Schools a written statement of intention to retire under a New Jersey pension plan, shall be eligible for a severance allowance for his/her accumulated sick days.
  2. The severance allowance shall be computed at the rate of one (1) day's pay for every three (3) accumulated sick days on the date of the employee's retirement. A day's pay shall be defined as 1/200 of the annual salary of a ten (10) month employee and 1/240 of the annual salary of a twelve (12) month employee.



3. Employees must have 15 years service in the district; allowance shall be computed at a rate of one (1) day's pay for every three (3) accumulated sick days after the first fifteen (15) days are deducted; maximum of \$12, 500.00 per employee; in case of death, severance will go to the employee's estate.
  4. An employee shall submit written notification to the Superintendent of Schools on or before September 1 of the current school year of his/her intention to retire during or at the end of the present school year. In either case, upon timely notice, severance allowance shall be paid no later than July 31 following the school year in which the employee retires, or at his/her option, between January 1 and January 15 of the following year, or in two installments in amounts designated by the retiree during the time periods set forth herein. In the event of the death of the employee after the date of retirement, and before payment of this allowance, said allowance shall be paid to his/her estate. Said written notification of the intent to retire shall not be considered or construed as a letter of resignation.
- D. Rockaway Borough Education Association employees may elect to have their unused personal leave days converted to family illness days for use in the future. No more than ten (10) such days may be accumulated at any one time. No more than two (2) such days may be used in any school year, unless such additional days are approved by the Superintendent. Individuals considered "family" are outlined in Article XII B. 1, 2, Bereavement Leave. Unused family leave days do not convert to sick leave at retirement for purposes of paragraph C. above.

## ARTICLE XII

### TEMPORARY LEAVES OR ABSENCE WITH PAY

#### A. Personal Leave Days With Pay

1. Three (3) personal leave days per year will be granted to each full time employee. All three days shall be granted with no reason. A written request for up to three days such leave as per policy, must be given to the Superintendent three (3) days in advance, except in an emergency situation. In case of an emergency, a call to the Superintendent is required.
2. Personal days will not be granted on the day preceding or the day following holidays or vacations, except in an emergency.
3. Unused personal days shall not be cumulative, but shall be converted to sick days and added to the employee's accumulated sick leave each September 1.



**B. Bereavement Leave**

1. Each employee shall be granted up to five (5) consecutive working days, but in no case more than seven (7) calendar days following the death of a spouse, another adult in a spousal like relationship, or near relative (parent, child, brother, sister, grandparent, grandchild, step-parent, step-child or person living in the same household) of the employee or spouse.
2. Exceptions to Section I above shall be considered on an individual basis.

**C. N.J.E.A. Convention**

1. Each employee shall be granted up to two (2) days for the purpose of attending the N.J.E.A. Convention.

**D. Professional Days**

1. Each employee shall be granted at least one (1) day to attend conferences or to make visitations relating to his/her assignment within the district.

**E. Application for Temporary Leave**

1. Application for temporary leave, except Section C, shall be made to the Superintendent of Schools through the building principal on the prescribed form available in each principal's office. Except in cases of an emergency nature, three (3) days notice shall be required for such leave.
2. A copy of the application for leave shall be returned to the employee prior to the day of requested leave. Should the request be denied, reasons for such denial shall be made in writing on the prescribed form.
3. In case where time is not available for prior written notice, the employee shall notify the Superintendent's designate by telephone in sufficient time to make arrangements for a substitute. Upon return from such a leave, the employee shall submit the appropriate form.

**ARTICLE XIII**

**EXTENDED LEAVES OF ABSENCE**

**A. Maternity Leave without Pay**

The Board of Education shall grant a leave of absence for maternity purposes under the following conditions:

1. A staff member who is pregnant will file with the Superintendent of Schools not later than six (6) months before the expected birth of a child, an application for maternity leave, together with a physician's certificate setting forth the date of the expected birth.



2. During the last four months of pregnancy, monthly certification from the physician shall be required stating that the employee is physically capable of performing her duties.
3. If evaluation of the employee indicates that she is not performing her duties, the Board may require a physical examination by her physician and have her physician consult with the school medical examiner.
4. Upon recommendation by the Superintendent, supported by a medical certification from the employee's physician, the Board shall approve the commencement of leave.
5. Maternity leave may be for one-half or one full year at the request of the teacher and the approval of the Board. Such leaves shall be limited to the school year in which the leave commences and, for tenured teachers only, the following school year, not to exceed a total of one (1) school year. To avoid unnecessary interruptions in instruction, teachers may return from their maternity leaves only at the beginning of every marking period except for the last marking period. (shall not apply to teachers whose maternity leave is eight (8) weeks or less.)
6. There shall be a presumption of disability for twenty-eight (28) calendar days or longer if required by law before the anticipated date of birth and for twenty-eight (28) calendar days or longer if required by law after the actual date of birth. During this period, teachers may use their accumulated sick leave without proof of actual disability. A teacher requesting to use sick leave earlier than this period of time may do so, subject to a Board request for medical proof of actual disability. The maternity leave of absence shall commence on the 29<sup>th</sup> calendar day following the actual birth. If the teacher does not have adequate accumulated sick leave to cover this 56 day period, the maternity leave of absence shall commence when sick leave is exhausted, or earlier if the teacher chooses not to exhaust her sick leave.
7. Any employee who does not elect to take maternity leave may continue to perform her duties when her physician certifies that she is physically able to do so.
8. Any employee adopting a pre-school child shall receive the same leave which shall commence upon her receiving custody of said child or earlier if necessary to fulfill the requirements of adoption.
9. Employees on maternity leave shall notify the Board by April 1, whether or not they will be returning to the District the following September.



### B. Military Leave Without Pay

Any regular employee of the Rockaway Borough Schools who will be required to serve the defense forces of the United States for service or training will make application for military leave. He/she will be reinstated to his/her position in the school system with full credits, including annual increments under the salary schedule, upon written request, supported by competent proof that said employee is fully qualified to perform the duties of said position. Said application for reinstatement will be made within a reasonable length of time after an honorable discharge or release from military service, and not later than ninety (90) days from the date of said discharge or release.

### C. Leave of Absence Due to Ill Health, Injury, or Other Equally Grave Emergency

1. An employee in this school system shall be granted a leave of absence for a maximum of one (1) school year because of personal illness, accident, or other equally grave emergency, and/or for rest and recuperation necessitated by personal illness, accident, or other equally grave emergency situations. Longer periods shall be referred to the Board of Education for consideration.
2. Written application for such leave shall be made by the employee and addressed to the Superintendent of Schools, who will, upon request of the same, make such investigation as he may deem necessary to verify the cause of such leave.
3. In computing service to determine the employee's position on the salary schedule and expiration of leave, time specified shall not be counted as active service in the school system.
4. Whenever leave of absence is granted for personal health reasons, said employee must give acceptable professional evidence of recovered health before being permitted to return to duties in this school system.

D. Leave of absence as described in this Article shall be without pay. Employee's insurance shall be carried at Board expense, for a period of one (1) month after commencement of leave, or longer if required by law.

E. Employees will not receive increment credit for the time spent on leave of absence due to ill health, injury, or other equally grave emergency, nor will such time count toward fulfillment of the time required for tenure. Individuals covered by Workman's Compensation will not be affected by this paragraph.

F. 1. Brief leaves of absence (5 days or less) without pay, not covered elsewhere in this Article, shall be granted only with the approval of the Superintendent.

2. Application for leaves of absence described in Section F above shall be made to the Superintendent through the Principal in advance of the contemplated absence.



G. Miscellaneous

1. Written application will be submitted by employees for all extensions or renewals of leave granted under this Article. Resulting decisions by the Board shall be given in writing.
2. All benefits to which an employee was entitled at the time his/her leave commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Courses

1. The Board shall reimburse employees for tuition costs for courses in:
  - a. A program leading directly to a Masters Degree relative to education.
  - b. A program stressing further training in the teacher's chosen field of specialization.
  - c. A program where courses are distributed somewhat equally in the following three (3) areas:
    - (1) Courses that contribute to educational skills and technique.
    - (2) Courses that constitute specialization in the area in which the teacher is teaching.
    - (3) Courses that contribute to the general information and culture of the teacher.
  - d. Aides, secretaries and custodians shall be eligible to receive professional development reimbursement from this fund for coursework taken to enhance their work skills, performance, and/or efficiency, with the approval of the Superintendent. Such approval shall not be unreasonably withheld.
  - e. Exclusions
    - (1) Masters Degree in the following areas shall not be reimbursed:
      - (a) labor studies
      - (b) rehabilitation counseling
      - (c) religious education
      - (d) junior college and college administration



2. No teacher shall be reimbursed more than nine (9) credits per fiscal year, measured by the fiscal year in which the course ends. No teacher shall be reimbursed for courses which have a start date that falls during the teacher's first year of employment. Reimbursement shall be no higher than the per credit tuition charge at Montclair State University. The board shall allocate a sum not to exceed the following sums for each of the three years of this agreement.

2015-2016	\$15,000.00
2016-2017	\$15,000.00
2017-2018	\$15,000.00

These funds shall not accumulate or carry over from one year to the next.

After verification of course completion, teachers will be reimbursed 50% of the agreed tuition cost, and the remaining 50% shall be reimbursed in June. Reimbursement shall first be made to all applicants for the first three (3) credits submitted for reimbursement. If there are insufficient funds to reimburse completely, reimbursement shall be in equal proportionate amounts. If there are funds remaining after all eligible teachers have been reimbursed for three (3) credits, reimbursement shall be made to all teachers who have submitted for a second course beyond the three credits already reimbursed. If there are insufficient funds to reimburse completely, reimbursement shall be in equal proportionate amounts.

Professional employees shall submit transcripts, vouchers, and proof of payment to the Superintendent in order to receive reimbursement under this section of the agreement, and in no case later than twelve (12) calendar days prior to the last regularly scheduled Board meeting in June.

#### B. Workshops

Teacher will progress on the salary guide in accordance with the following stipulations:

1. A teacher desiring to attend workshops for which in-service credit will be given for advancement on the salary guide should, prior to registration, discuss the program and objectives with the Superintendent, who will advise the teacher of the acceptability of the planned program. A written request, in duplicate, will then be submitted to the Superintendent. If the workshop is approved, the one copy will be signed by the Superintendent and returned to the teacher, and one copy will be placed in the teacher's personnel file. At the completion of the workshop, certification of the satisfactory completion will be sent to the Superintendent by the authorized sponsor of the workshop.
  - a. It will also be required of the participants to present an in-service meeting to the Rockaway Borough Professional staff following the completion of the workshop.
  - b. The time expended attending workshops should be comparable to the time that would be expended while attending a college course.



- c. No more than twenty (20) credits may be accrued through workshops for advancement on the salary guide, at a rate of fifteen (15) hours to equal one (1) credit.
2. The Board will make a good faith attempt, but without additional cost, on an existing in-service or professional day, to provide an in-service course that will meet the eligibility requirements for at least five (5) hours of Continuing Education Credits.
3. The board will provide in any given year in-service professional development experiences related to the district's professional development goals that will assist the teacher in attaining the required 100 hours of continuing education.

C. Professional Development Committee

1. The Board shall establish a Professional Development Committee in accordance with state requirements (N.J.A.C. 6:11-13.3).
2. The members of the Professional Development Committee, including the Chairperson, will receive the equivalent of one school day of release time in order to write the State required Professional Development Plans.
3. The Professional Development Chairperson is responsible for producing the final Professional Development Plan documents to be submitted to the State. At such time the Professional Development Chairperson will be granted an additional day of release time to allow for the creation of the final documents.

**ARTICLE XV**

**INSURANCE PROTECTION**

A. Medical/Surgical

1. All employees shall be provided, at Board expense and employee contribution, Major Medical Insurance under the Public School Employees Health Benefits Program. Such coverage shall include dependents where applicable.
2. Employees hired on or after July 1, 1996 will be eligible for medical/surgical insurance benefits provided the employee is regularly scheduled to work thirty and one-half (30 ½) hours per week.
3. The Board will provide a 125 plan for health contributions and waiver.
4. Major Medical/Surgical Waiver Payment



- a. The Board will pay up to 25% of the plan for which the employee is eligible, but no greater than \$5,000.00 for employees who waive their major medical/surgical Insurance coverage.

#### 5. New Hires

- a. Effective July 1, 2010, all new hires shall receive single coverage for their major medical/surgical insurance as their base plan for the first two (2) years of employment at Board expense and employee contribution. The employee may purchase dependent coverage, if desired.
- b. The cost will be the difference between single coverage and the level of coverage selected by the employee. At the conclusion of the employee's second (2<sup>nd</sup>) year of employment, the employee will be eligible for full dependent coverage at Board expense and employee contribution.

#### B. Dental

For all employees who are regularly scheduled to work sufficient hours to qualify for enrollment in the district's dental insurance plan the Board will pay a maximum of forty-seven thousand five hundred dollars (\$47, 500.00) each school year towards the premium for the employee and dependents dental insurance plan (Health Benefit Plan, or equal), to include orthodontist benefits for dependents up to age 23 who are fulltime students at an accredited school, college or university. The additional cost shall be paid by enrolled employees as an equal percentage of all categories of coverage at a percentage rate sufficient to cover the entire cost above \$47,500.00 per year. The percentage contribution by employees shall be adjusted annually as needed to cover the cost above \$47,500. The deductibles shall be fifty dollars (\$50.00) single/one hundred dollars (\$100.00) family.

- C. For each employee who remains in the employ of the Board for the full school year, the Board shall continue to make payments of insurance premiums to provide insurance protection for a full twelve (12) month period.
- D. For each new employee, coverage shall commence at the date of eligibility and continue in effect for a full term as described in Paragraph C above.
- E. It is the responsibility of the employee to notify the Board Secretary of any changes in marital or dependent status in accordance with the Master Plan(s).
- F. The Board shall provide each employee with a description of the Health Care Insurance Coverage provided under this Article, which shall include a description of conditions and limits of coverage. All employees shall be provided with a copy of any carrier changes in coverage as they occur.
- G. An employee who retires from the Rockaway Borough School System prior to age sixty-five (65) and who desires to continue the insurance plan provided by the Board and who reimburses the Board



quarterly in advance at the current rate required, shall be continued with coverage under such insurance plans to the extent permitted by law and the rules and regulations of the insurance Carrier.

- H. Employees wishing to continue insurance beyond the time described in Section D of Article XII (for up to three (3) months), shall reimburse the Board for cost of such insurance at the beginning of the quarter for which such insurance is provided.

## ARTICLE XVI

### TEACHER CONTRACT AND ASSIGNMENT

#### A. Non-tenured Teachers

1. As per New Jersey statute, the Board shall give each non-tenured teacher continuously employed by it either:
  - a. A written offer of a contract for employment for the next succeeding year. Said offer shall state the salary step.
  - b. A written notice that such employment shall not be offered.
2. If a teacher desires to accept such employment, he or she shall notify the Board of such acceptance in writing on or before June 1. In the absence of such notice of acceptance, the written notice of contract offer shall be null and void.

#### B. Tenured Teachers

1. On the same timeline that non-tenured teachers are given notice of renewals, the Board shall give each tenured teacher written notice of salary step.

#### C. Assignment

1. On or before the last day of school, each teacher will be notified by the Board of his/her teaching assignment for the next school year. In the event a change is required of this assignment following said notification by the Board, the Board will notify the teacher within five (5) calendar days of the change of assignment.
2. On or before August 1, each paraprofessional will be notified by the Board of his/her assignment for the next school year. In the event a change is required of this assignment following said notification by the Board, the Board will notify the paraprofessional within five (5) calendar days of the change of assignment.



**ARTICLE XVII**

**JOB RELATED TRAVEL**

- A. Employees whose duties require travel between buildings shall be provided with at least fifteen (15) minutes between assignments for travel purposes.
- B. Employees whose duties require the use of their personal automobile shall be reimbursed at the IRS rate.

**ARTICLE XVIII**

**VACANCIES AND PROMOTIONAL OPPORTUNITIES**

- A. The Board, through the Superintendent, shall publicize all vacancies and promotional opportunities.

When school is in session, a notice shall be posted in the General Office of each school. The Superintendent shall acknowledge, in writing, the receipt of each application.

When school is not in session, during the summer months, the following procedure will be implemented:

1. On or before June 15, each employee requesting a written notice by mail during the summer break, will notify the Superintendent, in writing, that he wishes to receive any vacancy or promotional announcements. The notification shall include the summer mailing address to which the notice is to be sent.
  2. In the event that there are vacancies or promotional opportunities during this period, the Superintendent shall post a notice in the General Office of each school. In addition, the Superintendent will email the notice to the President of the Association and all other District employees.
  3. On or before September 15, all employees receiving certified mail, under this Article, shall be required to reimburse the Board for the cost of the mailing.
- B. The notices pertaining to the vacancies and promotional opportunities shall describe the position and its duties and the salary shall be clearly stated. The notice will include a closing date for submitting applications.
  - C. No appointments or promotions shall be made until the above procedure is implemented. No appointments or promotions will be made prior to the closing date for submission of applications.



**ARTICLE XIX**

**TEACHERS PARTICIPATION IN FIELD TRIPS AND CHAPERONE DUTIES**

1. Field Trips

Employees participating in overnight field trips (three (3) days, two (2) nights) shall be compensated at the rate of three hundred fifty dollars (\$350.00) per trip, and one hundred seventy-five dollars (\$175.00) for a one-night overnight activity per trip during the three years of this contract.

2. Chaperone Duties

The Board agrees to pay forty-two (\$42.00) dollars per event for the three years of this contract. A maximum of one thousand, two hundred dollars (\$1,200.00) per school year shall be paid for all chaperone duties performed by all employees.

**ARTICLE XX**

**MISCELLANEOUS PROVISIONS**

A. 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 this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefits existing prior to its effective date.

B. 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 provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. The Association and the Board agree that all imperatively set statutes, rules, regulations, and decisions affecting the terms and conditions of employment of unit members are incorporated by reference as part of this agreement.



- D. The expense for printed copies of this agreement shall be shared equally by the Association and the Board. Sufficient copies shall be printed for presentation to all employees now employed or to be employed for the school years covered by this contract. The format shall be determined by mutual agreement.

## ARTICLE XXI

### PART-TIME HOURLY TEACHERS

- A. Effective with the 1981 – 1982 school year, the parties agreed that part-time hourly teachers would become part of the bargaining unit. The terms and conditions of these employees are limited to those listed below. Notwithstanding any other provisions of this contract, part-time hourly teachers shall be entitled to only the terms and conditions of employment described in this Article. Hourly employees' years of continuous service will be determined by hiring date.
- B. Current part-time hourly teachers (Identified as those teaching during the 1999-2000 school year) will be placed on the salary guide as of September 1, 2001 at Step 1 of the appropriate salary column, advancing one step on the guide each year thereafter. They shall be provided a pro-rated amount of other benefits provided by the negotiated agreement, but shall not be eligible for health or dental benefits unless they work at least 30 hours per week.

#### 1. Hourly Rate

Years of Service	2015/2016	2016/2017	2017/2018
0		\$27.91	
1-4		\$29.52	
5+		\$29.83	

#### 2. Sick Days

Part-time hourly teachers shall receive sick days on a pro-rated basis.

3. Part-time hourly teachers are not entitled to longevity benefits.