

2002-2005

Agreement

between

**Rockaway Township
Board of Education**

and

**Rockaway Township
Education Association**

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PREAMBLE

Pursuant to the provisions of Chapter 123, Public Laws of 1974, and New Jersey Statute 34:13A-1 et seq., this Agreement is entered into effective the 1st day of July 2002 by and between the Board of Education of Rockaway Township, New Jersey, hereinafter called the "Board" and the Rockaway Township Education Association, hereinafter called the "Association."

**ARTICLE I
RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all regularly employed full and part time custodial and maintenance personnel and the Building/Grounds clerk typist under contract with the Board, including head custodian/maintenance, (hereinafter collectively called "custodian/maintenance") and for certified personnel (hereinafter called "teachers") under contract with the Board, including:

classroom teachers; guidance personnel; helping teachers; subject coordinators; social workers; nurses; learning disability teachers; special subject teachers (art, music, physical education, home economics, industrial arts, typing); school psychologists; occupational therapists; physical therapists; unassigned teachers; teachers hired under State and Federal grants.

But the merged custodian/maintenance and teachers (who are collectively hereinafter referred to as "employees" shall exclude:

supervisory, managerial, confidential, administrative and executive personnel, office clerical, food service and transportation personnel; teacher aides, substitute teachers; part time occupational therapists; part time physical therapists; and home instructors.

- B. The Board agrees not to negotiate concerning said employees in the negotiation unit defined in Paragraph A above with any organization other than the Association for the duration of this contract.

**ARTICLE II
NON-DISCRIMINATION**

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall greatly exemplify that there is no discrimination in the hiring, training, assignment, promotion or discipline of its employees or in the application or administration of this Agreement on the basis of race, color, creed, religion, national origin, sex, domicile, or marital status.
- B. 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 determined valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE III NEGOTIATION PROCEDURE

- A. Pursuant to chapter 123, Public laws of 1974 and New Jersey Statutes 34:13A-1 et seq., the Board agrees to enter into collective negotiations with the Association in a good faith effort to reach agreement on terms and conditions of employment.
- B. The Association and the Board will exchange written proposals no later than January 1st of the calendar year preceding the year in which the Agreement is to go into effect. It is further agreed between the parties that they will commence negotiations no later than January 15th, for the first joint meeting of the parties, at which meeting, negotiations shall commence.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposal. The Board, at its discretion, may make available to the Association pertinent nonconfidential records, data and information of the Rockaway Township School District.
- D. Any agreements negotiated shall incorporate the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of any 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 parties at the time the agreement was negotiated and signed.
- E. In the event either party chooses to be represented at negotiation sessions by professional consultants, appropriate advance notice in writing shall be provided to the other party.
- F. Any agreement negotiated shall be reduced to writing and signed by duly authorized representatives of the parties, indicating ratification by the parties. The Board shall furnish copies of the ratified agreement for distribution to all employees covered by the contract within a reasonable period following ratification by the parties to the contract. The Board will make every effort to supply the copy of the ratified agreement at as early a date as possible.
- G. Whenever negotiations concerning the terms and conditions of employment shall reach an impasse, the parties reserve the right to request that the Public Employment Relations Commission take such steps as it may deem expedient to effect a voluntary resolution of the impasse.

ARTICLE IV
GRIEVANCE PROCEDURE FOR TEACHERS

A. Definitions

1. The term "grievance" means a complaint by any employee or the Association, that as to that employee, there has been a personal loss or injury because of an administrative decision affecting said employee, or an unjust application, interpretation or violation of a policy or agreement. The term "grievance" and the procedure relative thereto shall not apply to a complaint of a non-tenured teacher which arises by reason of such teacher not being reemployed.
2. The term "employee" shall mean any regularly employed individual who is a member of the bargaining unit.
3. The term "representative" shall include any organization, agency, or person authorized or designated by any employee or group of employees, or by a public employees' association, or by the Board to act on its or their behalf and to represent it or them. However, it is understood that a minority employee representative may not initiate nor process a grievance.
4. The term "immediate" superior shall mean the principal or other supervisor to whom the aggrieved employee is directly responsible.
5. The term "party" shall mean an aggrieved employee, the employee's immediate superior, the school principal, or any staff members below the Superintendent who may be affected by the determinations in connection with the procedure herein established.
6. The term "administrative decision" within the meaning of this Contract and grievance procedure, is defined as being that which does not involve the interpretation, application or violation of the terms or provisions of this Contract.

B. Policy

1. All interested parties shall endeavor to secure a rapid and equitable determination to employee grievances at the lowest possible level, without interfering with the normal school operations. Proceedings shall be kept as informal and confidential as possible.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination and reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal. A minority organization shall not have the right to present or process a grievance.
4. Nothing herein contained shall be construed to limit the right of any employee having a grievance to process it through all prescribed levels with or without intervention by the Association, as the employee may elect. The Association shall, however, be given the opportunity to be present at all hearings conducted after Level One, and shall, with permission of the employee, have access to all pertinent documentation. Written notification of all meetings conducted on all levels, except the informal level of the grievance procedure, shall be forwarded to the grievant with a copy to the Association Grievance chairman.
5. The Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
6. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be abandonment of the grievance or acceptance by the employee of the decision rendered at this level. Time limits may be waived only with the written consent of the parties at each level.
7. It is understood that the 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. If time is lost by an employee in processing a grievance, necessitating the retention of a substitute (except where the employee is temporarily relieved of normal duties by the Superintendent) the Board will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time as defined in Article VI.
8. Administrative decisions as defined in:
 - a. Definitions, No. 6 above, shall be grievable up to and including the Board of Education only.

9. The binding arbitration provisions of this Contract shall pertain only to the interpretation, application, or violation of the terms or provisions of this Contract.
10. When a grievance is not resolved favorably to the employee at any level before arbitration, the determination of the Administration or the Board shall contain reasons for such decision. It is agreed, however, that the reasons so set forth shall not thereby act as a limitation on any defenses which the Administration or the Board may raise, should the dispute subsequently reach the arbitration level. The reason or reasons so set forth shall not be deemed in any way to restrict the Board's right to raise such arguments as it deems applicable should a dispute reach arbitration, and the Board shall not be barred from raising such additional arguments as it deems appropriate in any other forum.

C. Procedure

Level One (informal):

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to so act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.
2. Any employee shall first discuss his/her grievance orally with his/her immediate supervisor (supervisor or principal) in an attempt to resolve the matter informally.

Level Two (formal):

1. If the matter is not resolved to the employee's satisfaction at Level One, the employee shall submit the grievance to the immediate superior in writing within five (5) school days after the determination made at Level One, specifying:
 - a. the nature of the grievance and the remedy requested;
 - b. the nature and extent of injury or loss;
 - c. the results of the previous discussion;
 - d. the basis of the dissatisfaction with the determination.
2. A written decision shall be rendered within five (5) school days after receipt of the written grievance.

Level Three:

1. The employee, not later than five (5) school days after receipt of the immediate supervisor's written decision may appeal the decision to the Superintendent. The appeal must be in writing and include copies of all relevant documents generated at Level Two, as well as a statement explaining the employee's dissatisfaction with decisions previously rendered. The employee shall, at the time of the appeal being filed, also furnish the immediate superior with a copy of any newly generated documentation.
2. The Superintendent shall attempt to resolve the matter as quickly as possible and may conduct such hearings as he deems necessary with interested parties. Within ten (10) school days after receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee of his determination and shall forward a copy of said determination to the immediate superior of the aggrieved employee.

Level Four:

An employee dissatisfied with the determination of the Superintendent may request a personal consultation with the Superintendent within three (3) school days after receipt of the Superintendent's written decision. The request shall be granted and the consultation held at a mutually agreed upon time.

Level Five:

1. In the event a determination by the Superintendent is deemed unsatisfactory by the employee, the employee, within ten (10) school days after receipt of the Superintendent's written decision at Level Three (unless a different period is mutually agreed upon), may appeal to the Board of Education, through the Superintendent.
2. Where an appeal is taken to the Board, there shall be submitted by the appellant to the Superintendent a complete file of all documents generated at previous levels and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished by the Superintendent to the immediate superior.
3. The Superintendent shall add such additional explanatory statements as he deems necessary with a copy to appellant who shall have the right to reply thereto. The Superintendent shall present the appeal to the Board at the earliest conference session feasible.
4. The Board or a committee thereof shall consider the written record submitted to it. It may, on its own initiative, and shall, upon request of the employee,

conduct additional hearings. It may also request the submission of additional written materials. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto.

5. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall in writing notify all interested parties of its determination. This time period may be extended by mutual agreement of the parties.

Level Six:

1. In the event a grievant is dissatisfied with the determination of the Board, the grievant shall have the right, consistent with B., Policy No. 8 and No. 9 above, to binding arbitration.
2. A request for arbitration shall be made known to the Superintendent in writing no later than ten (10) school days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a request.
3. Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing, of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal while the matter is under arbitration.
4. The following procedure may be used to secure the services of an arbitrator:
 - a. Either party may request the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.
 - c. If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

- d. The arbitrator shall be limited to the issues submitted to that arbitrator and shall consider nothing else. The arbitrator can add nothing to or subtract from the Agreement between the parties or any policy of the Board. Only the Board and the aggrieved and their representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
- e. Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only ones which will be shared equally. The two parties may be either the Board and the Association or the Board and the aggrieved person.

ARTICLE V
GRIEVANCE PROCEDURE FOR CUSTODIAN/MAINTENANCE

- A. All contractual employees of the Association shall be granted grievance as outlined in Board Policy #4122 R-2.
- B. Effective July 1, 1971, it is agreed at that a binding arbitration procedure shall take effective. In connection with this procedure, the parties hereto agree as follows:
 - 1. Non-tenure employees shall not be permitted to grieve their non-reemployment.
 - 2. Binding arbitration shall pertain only to the application, interpretation and noncompliance of the terms and provisions of this written Agreement.
 - 3. Administrative decisions shall be grievable up to and including the Board of Education but shall not be subject to the binding arbitration provisions of the Agreement.
 - 4. The purpose of the following procedure is to provide a means for the processing of a dispute or controversy which may arise with respect to the interpretation, application or noncompliance with the provisions of this Agreement.
 - (a) The term "grievance," as used in this Agreement, is a dispute or controversy concerning the interpretation, or application of, or noncompliance with the provisions of this Agreement.
 - 5. The grievance procedure herein set forth shall be available only to those employees within the bargaining unit heretofore set forth, who have completed

at least three (3) months' employment with the Board. This grievance procedure shall not be available to nontenured employees concerning their non-reemployment by the Board.

6. A grievance to be considered under this procedure must be initiated by the employee within ten (10) school days of its known occurrence. Failure to so act shall be deemed to constitute an abandonment of the grievance.

C. Policy

1. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate two (2) representatives to appear with him/her at any step of the appeal. A minority organization shall not have the right to present or process a grievance.
2. Nothing herein contained shall be construed to limit the right of any employee having a grievance to process through all prescribed levels with or without intervention by the Association, as the employee may elect. The Association shall, however, be given an opportunity to be present at all hearings conducted after Level One, and shall, with permission of the employee, have access to all pertinent documentation.
3. The Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
4. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within specified time limits, shall be deemed to be abandonment of the grievance or acceptance by the employee of the decision rendered at this level. Time limits may be waived only with the written consent of the parties as each level.
5. It is understood that the employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board. If time is lost by an employee in processing of a grievance, necessitating the retention of a substitute (except where the employee is temporarily relieved of normal duties by the Superintendent), the Board will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

D. Procedure

1. The employee shall first discuss his/her grievance orally with his Supervisor of Buildings and Grounds either directly or through the Association's designated representative with the objective of resolving the matter informally.
2. If a satisfactory settlement is not reached at the informal level, hereinabove set forth, or if no decision has been rendered within five school days after presentation of grievance, the employee or representative may present his/her grievance in writing within five (5) days after determination made in Paragraph 1 to the Superintendent or his/her designated representative. The written grievance shall set forth:
 - a. the nature of the grievance and the remedy requested;
 - b. the nature and extent of injury or loss;
 - c. the results of the previous discussion;
 - d. the basis of dissatisfaction with prior determination.
3. A written decision shall be rendered within five (5) full days after receipt of the written grievance.
4. If the grievance not satisfactorily disposed of in the prior step, or if no decision has been rendered within five (5) school days after delivery of the grievance to the Superintendent, then the grievance may be referred to the Board of Education within ten (10) school days of the completion of the proceeding in the preceding paragraph. The submission to the Board shall be in writing and shall include copies of all relevant documents previously considered in the grievance procedure together with a statement explaining the employee's dissatisfaction with those decisions previously rendered. Within two (2) weeks after receipt of the written grievance (unless a different period of time is mutually agreed upon in writing), the Board shall in writing advise the Association of its determination to the immediate supervisor of the aggrieved employee.
5. In the event the disposition made of the grievance is deemed unsatisfactory, either party may request the American Arbitration Association to process the grievance in question in accordance with its rules and regulations or the selection of an Arbitrator. Such request must be made within fifteen (15) calendar days of the date of receipt of the Board's decision.
6. The Arbitrator shall limit his/her determination to the issues submitted to him/her and shall rule on nothing else. The Arbitrator's determination shall be limited strictly to the application or interpretation of the provisions of this Agreement, and he/she shall be without power or authority to make any determination contrary to or inconsistent with the terms of this Agreement or

of applicable law. The Arbitrator may not alter, add to or omit from the provisions of this Agreement.

7. Only the Board and the Aggrieved and the Association shall be supplied with copies of the Arbitrator's determination.
8. Each party will bear the total cost incurred by itself. The fees and expenses of the Arbitrator are the only costs which shall be shared equally.

ARTICLE VI LEAVES OF ABSENCE FOR TEACHERS

A. Sick Leave

1. Definition:

Sick leave is defined to mean the absence from his or her post of duty of a regularly employed school teacher because of:

- a. Personal disability due to illness or injury, or because of exclusion from school by the school physician on account of a contagious disease or of being quarantined for such disease in his or her immediate household. Personal illness may further be construed to mean illness requiring home or hospital confinement, followed by a period of convalescence.
- b. A requirement for diagnostic tests, medical or dental treatment which cannot be scheduled for a time when school is not in session.

2. Regular Sick Leave

- a. Teachers shall be entitled to sick leave with full pay at the rate of twelve (12) days per year, as of the first official day of the school year. However, teachers who begin service after the beginning of the school year will be considered to have earned a prorated amount calculated for each month of employment and rounded to the nearest whole number.
- b. Any unused days of sick leave shall accumulate without limit to be used for additional sick leave as needed in subsequent years.
- c. Upon retirement, teachers shall receive one (1) day's pay for each four (4) accumulated unused sick days, prorated for days in the last year of employment for the first 100 unused, accumulated sick days; and, one (1) day's pay for each three (3) unused, accumulated sick days beyond

100 days. The basis for payment shall be 1/200th of the salary received during the last year in the employment of the district. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1st of the school year prior to the school year in which the retirement becomes effective. In the event a teacher fails to give notice by November 1st the Board may defer payment of all or part of the benefit to the year following retirement.

- d. Payment for teachers' unused sick days shall be capped at \$25,000 for any one teacher for the duration of the agreement. Payment for unused sick days shall be capped at \$15,000 for any one teacher whose first day of employment is after June 30, 1997. Grandfathered in the clause are: Lawrence Chammings and Raymond Sullivan.

3. Involuntary Sick Leave

Upon recommendation of the Superintendent, the Board may, at its own expense, require a teacher to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted. A teacher placed on involuntary sick leave by the Board shall be entitled to compensation in accordance with the voluntary sick leave provisions of this Article.

B. Temporary Leaves of Absence

1. Regular teachers shall be entitled to temporary, noncumulative leaves of absence in accordance with the following:
 - a. Up to five (5) days at any one time with full pay when death occurs in the immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, and any other members of the immediate household).
 - b. One (1) day with full pay to attend the funeral of a close friend or relative (other than the immediate family).
 - c. Up to three (3) days with full pay, per school year, to care for a member of the immediate household family who is ill or a parent domiciled elsewhere.
 - d. Up to two (2) days with full pay per school year to attend to matters of personal business which are so pressing that they cannot be attended to at a time when schools are not in session and that do have as their

purpose personal business but may not be used for the purpose of extending a vacation or holiday period.

- e. Teachers called for jury duty shall be paid an amount equal to the difference between the employee's daily salary and the jury duty fee paid by the court (not including travel allowances or reimbursement for expenses) for each school day the teacher reports for or performs jury duty, provided that the teacher cooperates with the administration in seeking to be excused from such duty.
 - f. With the exception of being personally accused and subject to trial for an alleged illegal or criminal act, teachers shall be granted leave with full pay for the time necessary to appear in any legal proceedings when required by the court or the New Jersey Public Employment Relations Commission.
 - g. Brief leaves of absence with full pay will be granted to teachers required to perform short periods of military duty during the school year in accordance with Chapter 351, Section 38:23-1 of the Revised Statutes of New Jersey. A copy of the military orders shall be filed with the Secretary of the Board.
 - h. Brief leaves of absence without pay not covered elsewhere in this Article shall be granted only with the approval of the Superintendent.
 - i. Within budgetary capabilities, subject to administrative approval, professional days shall be granted for observation or to foster professional growth.
- 2. a. Application for temporary leave as defined above shall, whenever possible, be made to the principal or immediate superior at least two (2) days in advance of the contemplated absence. When prior notification is not possible, a report of the circumstances relative to the absence will be made within two (2) days after return to duty.

C. Extended Leaves of Absence

- 1. The Board will grant extended leaves of absence to teachers for reasons specified in succeeding paragraphs. Unless otherwise indicated, the following conditions will apply to such leaves:
 - a. Requests for extended leave shall be made in writing to the Superintendent at the earliest possible date.

- b. Eligibility shall be limited to tenure teachers.
 - c. All extended leaves shall be limited to the school year in which the leave commences and the following school year, not to exceed a total of two (2) school years.
 - d. Salary increment and tenure credit shall not accrue unless the teacher has worked for more than one hundred twenty (120) days in the school year.
 - e. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
 - f. Written notice of intention to return or resign as well as requests for extension of leave shall be submitted to the Superintendent by April 1 of the year in which the leave expires.
 - g. A teacher returning from extended leave shall do so at the beginning of the school year. Reinstatement during the school year shall be at the discretion of the Board.
2. Military leave without pay shall be granted to any teacher regardless of tenure status, who is inducted or enlists for one period of service in any branch of the Armed Forces of the United States. A copy of military orders shall accompany the written request for such leave. Regular salary increments shall accrue.
3. A leave of absence without pay shall be granted to a teacher, regardless of tenure status, who joins the Peace Corps, VISTA, National Teachers Corps, Americorps, serves as an exchange or overseas teacher, or accepts a Fulbright Scholarship, and is a full time participant in such programs. Regular salary increments shall accrue.
4. A maternity leave of absence without pay shall be granted under the following conditions:
- a. The teacher shall notify the Superintendent in writing as soon as her pregnancy is medically confirmed.
 - b. Upon recommendation from the Superintendent, supported by a medical certificate, the Board may approve commencement of leave.
 - c. A teacher adopting an infant child shall be entitled to leave commencing with receipt of de facto custody of the infant, or earlier, if necessary to fulfill the requirements for adoption.

5. Any teacher regardless of tenure status, who sustains an injury while in the performance of his/her assigned duties, free of any negligence on his/her part, which causes loss of time and is compensable under the New Jersey Labor and Workmen's Compensation Law, shall receive full salary for a maximum period of one (1) calendar year, provided that the teacher shall forward to the Board office all Workmen's Compensation and Disability checks (properly endorsed) received by him/her in connection with such injury. Such absence shall not be charged against the teacher's sick leave. Sick leave shall accrue.
6. Any regular teacher who has exhausted all paid sick leave to which he or she is entitled and who cannot perform assigned duties due to illness or injury, shall be granted a leave of absence without pay for such time as is necessary for complete recovery, not to extend beyond June 30 of the school year following the commencement of the leave.

Further extension may be granted at the will of the Board.

7. A leave of absence without pay shall be granted to any tenure teacher for up to one (1) full school year for full time attendance at an accredited graduate school. Increments shall accrue.
 8. Other leaves of absence without pay may be granted by the Board, upon recommendation of the Superintendent.
- D. Sabbatical leaves may be granted for the purpose of helping to improve the competence of personnel who have received the leaves and thereby to help improve the quality of instruction throughout the Township. "Teacher" for this plan means any teacher, with a permanent certificate, employed by the Rockaway Township Board of Education who is under tenure and who has been employed in this district for a minimum period of seven (7) years of continuous service.

Service means active full time employment in the public schools of Rockaway Township.

Sabbatical leaves will be granted for full-time graduate study with an accredited institution for the duration of the leave.

Requirements for application:

1. Formal application must be made on a form provided by the Superintendent's office.
2. Minimum of seven years of continuous service in the district.

3. Each recipient of a sabbatical leave must agree to serve a minimum of three (3) years within the district upon completion of the sabbatical leave.

Benefits:

1. Full-year leave at fifty percent (50%) of annual salary.
2. Retention of all rights, such as tenure, pension, increments, and hospitalization.

Application forms are to be obtained from the Superintendent's office. The applicant shall be required to comply with all the provisions of this Agreement, or any amendment thereof.

Applications for a full-year leave must be completed by April 1 of the year preceding the school year in which the leave is to be taken.

All applications must be completed in full detail, including the purpose of the leave and the institution at which the study is to be taken.

All applicants will receive a prompt written reply from the Superintendent's office indicating either acceptance or rejection of the requested leave.

A maximum of no more than one percent (1%) of the total teaching staff shall be eligible at any one time for leave.

Those persons granted leaves for study are required to file transcripts with the Superintendent's office upon returning to the district.

Once the leave is granted, such persons shall not again become eligible for a sabbatical leave until the minimum time of seven (7) years has again elapsed.

At the time that a sabbatical leave is granted, each person so accepting such leave shall sign a written agreement to the effect that such teacher guarantees that he/she will continue to serve for a minimum of three (3) years within the district upon the completion of the sabbatical leave. In the event such teacher does not complete three (3) years' minimum service, then and in that event, such teacher shall repay the Board of Education one third (1/3) of the monies expended for sabbatical leave purposes for each year not completed upon return from sabbatical leave.

If granted a sabbatical leave, each person so granted such leave agrees not to accept any other full time employment during the time of such leave, except that persons may accept grants, awards, and fellowships given by a college or university.

If an application is disapproved and a teacher wishes to apply again the following year, or at any time, a new application must be filed with the Superintendent's office.

All regular salary deductions such as taxes and pension fund contributions will be deducted from payments received by the teacher. In accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, the pension deductions will be based upon the full contractual salary received at the time the leave is begun and shall continue for the duration of the leave.

Before leaving for a sabbatical leave, the teacher will notify the Superintendent's office in writing where checks are to be sent.

Teachers granted sabbatical leaves shall be paid fifty percent (50%) salary, less deductions for taxes and pensions, for all regular pay periods established by the Board of Education.

The final decision in granting of a sabbatical leave shall be by the Board of Education on recommendation of the Superintendent and action by the Board shall be by resolution approving the individuals and the leave.

ARTICLE VII LEAVES OF ABSENCE FOR CUSTODIAN/MAINTENANCE

A. Sick Leave

1. Sick leave shall consist of twelve (12) days per year. However, in the event a custodian/maintenance, for any reasons enters a pay status after September 1st of any year, he/she will be considered to have earned sick leave at the rate of one (1) day per month, starting with the first full month of employment. Unused sick leave may be accumulated without limit.
2. A doctor's certificate shall be submitted to the superintendent's office by the custodian/maintenance when sick leave shall extend five (5) days or longer.
3. The Board, in its sole discretion, may grant extended sick leave to a custodian/maintenance who has exhausted his/her accumulated sick leave. Such extended leave, if granted, shall commence on the day following the last day of the custodian/maintenance accumulated statutory sick leave and shall consist of the difference between this custodian/maintenance salary and the salary paid to his/her substitute or the estimated cost of a substitute if none is employed. Extended leave shall not extend beyond June 30th of the school year in which the illness or injury occurs. Requests for extended sick leave will be reviewed by the Board on a case-by-case basis, and the Board's

determination with respect to any request for extended sick leave shall not be subject to the grievance procedure, including binding arbitration.

B. Personal Leaves of Absence

The Superintendent or his/her designee may grant leaves with pay to all personnel under his/her jurisdiction as follows:

1. Any full time custodian/maintenance shall be granted up to five (5) days upon request when death occurs in the immediate family, (husband, wife, father, mother, son, daughter, sister, brother, husband's parents, wife's parents, grandparents, grandchildren, legally adopted children, and any other member of the immediate household). When individual circumstances are such that a close relative other than those defined as immediate family should be considered as a member of the immediate family, a special request may be granted not to exceed five (5) consecutive days.
2. One (1) day's leave of absence, with pay, may be granted upon request to attend the funeral of a relative or close friend. Such leave will be granted once in each contract year.
3. Three (3) days' leave of absence per annum with pay may be granted upon request to care for a member of the immediate household family who is ill.
4. A maximum of three (3) days' leave of absence with pay may be granted upon request to attend to matters of emergency personal business which are so pressing that they demand immediate attention and can be taken care of only on a working day. Those days may not be used to lengthen a vacation.
5. Other brief leaves of absence may be granted for just cause within the discretion of the Board of Education and the failure and refusal to grant such additional leave shall not be subject to the grievance procedure.

C. Jury Duty

1. Custodian/maintenance called for jury duty shall be paid an amount equal to the difference between the custodian/maintenance daily salary and the jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each school day the custodian/maintenance reports for or performs jury duty.
2. Custodian/maintenance called for jury duty shall not be required to report to their district assignment for that day. This includes night shift personnel.

D. Superior Attendance Record

0 days = \$800.00 Bonus; exclusive of jury duty, bereavement and vacation.

ARTICLE VIII INSURANCE PROTECTION

- A. Full family hospitalization and medical coverage shall be available by a plan providing comparable or better coverage than the plan in effect for the 1975-76 school year. The Board shall pay the full premium for each employee and where appropriate, for family plan insurance coverage. The Board shall have the right to change insurance carriers provided that the plan shall at all times provide for comparable or better coverage than the plan in effect for the 1975-76 school year. In the event the Association is of the opinion that the plan does not provide for comparable or better coverage than the plan in effect for the 1975-76 school year, then and in that event, the Association may proceed through the grievance procedure including arbitration, to determine whether the coverage provided is comparable or better than that which was in effect for the 1975-76 school year, and the arbitrator shall have full authority with reference to this particular issue to continue the coverage in effect as provided for by the Board of Education or to set aside the coverage in effect for the 1975-76 school year.
- B. The Board shall notify the carrier to provide to each employee a description of the health care insurance coverage provided under this Article at the beginning of the enrollment period in effect for each year during the term of this contract, which shall include a clear description of conditions and limits of coverage as listed above.
- C. Commencing January 1, 1997 or the date of ratification, whichever shall occur first, application of deductibles shall apply to all coverages within the traditional indemnity program and there shall be an elimination of the first dollar benefit with the following exceptions: Pap smear, mammography, and a routine physical every 24 months.
- D. Commencing July 1, 1997, hospitalization and medical coverage shall include pre-admission testing, hospital pre-certification; mandatory second surgical opinion; and elimination of carryover deductible. Employees whose first day of employment is after June 30, 1997 shall be enrolled in the designated provider program of the medical insurance program. Employees whose first day of employment is after June 30, 1997 and shall choose traditional indemnity medical coverage shall pay the difference in the premium cost between the designated provider program and the traditional indemnity program through a payroll deduction plan.
- E. Commencing July 1, 1998, employees whose first day of employment is prior to July 1, 1997 and who are enrolled in the traditional indemnity program shall pay \$100

per year for single coverage and \$200 per year for family coverage through a payroll deduction plan.

- F. Effective July 1, 2001, the Board and the employees shall each pay 50% of the cost of the dental premium. One-half of the cost of such plan shall be borne by each employee through a Payroll Deduction Plan.
- G. A joint committee, three members appointed by the Association and three members appointed by the Board, shall meet to discuss opportunities which would reduce health and/or dental costs, while maintaining or improving benefits.
- H. The Board shall establish an Internal Revenue Service §125 plan for making medical and dental contributions effective January 1, 1997.

ARTICLE IX SALARIES

A. Teachers

The salaries of all teachers covered by this Agreement are set forth in the Salary Schedules which are attached hereto and made a part thereof.

1. Teachers shall receive two (2) salary checks every month for ten (10) months. Such checks are to be received by the teachers on the 15th and the last day of the month. In the event the 15th or the last day falls on a weekend or on a nonteaching day, such check shall be received by the teachers on the last banking day prior to such nonschool day.
2. Teachers receiving payment on a ten (10) month basis may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall, to the extent possible, be paid the last day of school. Interest on these funds shall be deposited annually in the RTEA scholarship account.
3. When pay day falls on or during a school holiday, vacation, or weekend, teachers shall, to the extent feasible, receive their paychecks on the last previous working day.
4. Teachers shall to the extent feasible, receive their final checks on the last working day in June.
5. Teachers may elect to have deducted from their paychecks monies for annuity.
6. Non-certified nurses shall not be included in the teachers' salary guide.

7. If new minimum salary legislation which requires restructuring of the salary guide is enacted by the State, the parties agree to negotiate as to the reconstruction of those steps on the salary guide which are below such minimum, including parallel steps of the higher training levels of such step. The foregoing obligation to negotiate is not intended to require that the Board pay from its own funds any monies over and above the cost of the settlement reflected on the attached salary guides.
8. Teachers may elect to have deducted from their paychecks monies for deposit to TRICO Federal Credit Union.
9. Teachers may elect to have Automatic Payroll Deposit to a financial institution of their choice.
10. Effective July 1, 2001, any teacher hired after September 1, 1993, who after ten (10) years in the system has not obtained an MA, shall receive a salary increase only for the step he/she is on. It is specifically understood that said teacher may not move from that step without obtaining an MA degree. However, once that teacher receives his/her MA degree, the progression provisions in this Contract remain in effect.
11. For 2002-2003, the Board agrees to provide an increase of 4.70% over the 2001-2002 base salary for teachers as established by the scattergram summary agreed to by the parties and attached hereto.

For 2003-2004, the Board agrees to provide an increase of 4.30% over the 2002-2003 base salary for teachers as established by the scattergram summary agreed to by the parties and attached hereto.

For 2004-2005, the Board agrees to provide an increase of 4.00% over the 2003-2004 base salary for teachers as established by the scattergram summary agreed to by the parties and attached hereto.

The above percent increase amounts shall include the salary increment. Salary adjustments may result in a modification of current salary guides, scales and steps. Salary distribution and salary guide construction shall be mutually arrived at by the Association and the Board and are subject to Board approval.

The parties acknowledge and understand that any agreement on salaries may require distribution of money agreed upon by the parties and reconstruction of salary guides. This distribution and/or reconstruction may necessitate a change in the number of steps and/or scales. All decisions regarding salary distribution, salary guide construction, and the like, shall be by mutual agreement of the parties.

TEACHERS' SALARY GUIDES

BASE YEAR

2001-02 *Rockaway*

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PhD
1	37,686	37,955	38,224	39,512	39,781	40,050	40,319	40,589	41,127
2	37,986	38,255	38,524	39,812	40,081	40,350	40,619	40,889	41,427
3	38,286	38,555	38,824	40,112	40,381	40,650	40,919	41,189	41,727
4	38,586	38,855	39,124	40,412	40,681	40,950	41,219	41,489	42,027
5	39,586	39,855	40,124	41,412	41,681	41,950	42,219	42,489	43,027
6	40,874	41,153	41,433	42,763	43,043	43,323	43,602	43,882	44,441
7	42,161	42,452	42,742	44,114	44,405	44,695	44,965	45,275	45,856
8	43,449	43,750	44,051	45,465	45,766	46,067	46,368	46,669	47,270
9	44,737	45,048	45,360	46,817	47,128	47,439	47,751	48,062	48,685
10	46,025	46,347	46,669	48,168	48,490	48,812	49,134	49,455	50,099
11	47,248	47,580	47,912	49,451	49,783	50,115	50,447	50,779	51,443
12	48,472	48,813	49,158	50,735	51,076	51,419	51,760	52,103	52,787
13	49,695	50,046	50,399	52,018	52,369	52,723	53,073	53,427	54,131
14	50,919	51,278	51,643	53,302	53,662	54,027	54,387	54,751	55,475
15	52,142	52,511	52,886	54,586	54,955	55,330	55,699	56,074	56,818
16	53,348	53,727	54,112	55,851	56,230	56,614	56,993	57,378	58,142
17	54,531	54,919	55,314	57,092	57,480	57,873	58,261	58,657	59,440
18	55,713	56,110	56,516	58,332	58,730	59,132	59,529	59,935	60,737
19	58,031	58,446	58,872	60,764	61,180	61,605	62,020	62,446	63,286
20	60,349	60,782	61,228	63,196	63,630	64,079	64,512	64,968	65,836
21	63,353	63,812	64,289	66,371	66,834	67,311	67,773	68,247	69,182
22	64,575	65,050	65,540	67,679	68,156	68,647	69,123	69,612	70,575
23	65,797	66,287	66,790	68,986	69,477	69,983	70,473	70,976	71,968
24	68,447	68,973	69,516	71,824	72,355	72,897	73,427	73,966	75,034
25	72,257	72,793	73,345	75,677	76,217	76,769	77,309	77,857	78,944

YEAR 12002-03 *Rockaway*

4.70%

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PhD
1									
2	39,063	39,340	39,616	40,941	41,217	41,494	41,771	42,048	42,601
3	39,371	39,648	39,925	41,249	41,526	41,802	42,079	42,357	42,910
4	39,680	39,957	40,233	41,558	41,834	42,111	42,388	42,665	43,218
5	40,708	40,985	41,262	42,586	42,863	43,139	43,416	43,694	44,247
6	42,033	42,320	42,608	43,975	44,263	44,551	44,838	45,126	45,701
7	43,356	43,656	43,954	45,365	45,664	45,962	46,240	46,559	47,156
8	44,681	44,990	45,300	46,754	47,063	47,373	47,683	47,992	48,610
9	46,005	46,325	46,646	48,144	48,464	48,784	49,105	49,425	50,065
10	47,330	47,661	47,992	49,534	49,865	50,196	50,527	50,857	51,519
11	48,587	48,929	49,270	50,853	51,194	51,536	51,877	52,219	52,901
12	49,846	50,197	50,550	52,173	52,524	52,877	53,227	53,580	54,284
13	51,104	51,465	51,828	53,493	53,854	54,218	54,578	54,942	55,666
14	52,363	52,732	53,107	54,813	55,183	55,559	55,929	56,303	57,048
15	53,620	54,000	54,385	56,134	56,513	56,899	57,278	57,664	58,429
16	54,860	55,250	55,646	57,434	57,824	58,219	58,609	59,005	59,790
17	56,076	56,475	56,882	58,710	59,110	59,514	59,913	60,526	61,125
18	57,292	57,701	58,118	59,986	60,395	60,808	61,217	61,634	62,459
19	59,676	60,103	60,541	62,487	62,914	63,352	63,778	64,216	65,080
20									
21	62,060	62,505	62,964	64,988	65,434	65,896	66,341	66,800	67,702
22	65,275	65,750	66,240	68,379	68,856	69,347	69,823	70,312	71,275
23	67,662	68,166	68,683	70,942	71,447	71,967	72,471	72,988	72,576
24	70,387	70,928	71,487	73,860	74,406	74,964	75,509	76,063	74,008
25	74,257	74,793	75,345	77,677	78,217	78,769	79,309	79,857	80,944

Year2

2003-04 Rockaway

4.30%

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PhD
1									
2									
3	40,113	40,395	40,677	42,026	42,308	42,590	42,872	43,155	43,718
4	40,428	40,710	40,991	42,341	42,622	42,904	43,186	43,469	44,033
5	41,475	41,757	42,039	43,388	43,671	43,952	44,234	44,517	45,080
6	42,825	43,117	43,411	44,803	45,097	45,391	45,683	45,976	46,562
7	44,173	44,478	44,782	46,220	46,524	46,828	47,111	47,436	48,044
8	45,523	45,838	46,153	47,635	47,950	48,266	48,581	48,896	49,526
9	46,872	47,198	47,525	49,051	49,377	49,703	50,030	50,356	51,008
10	48,222	48,559	48,896	50,467	50,804	51,142	51,479	51,815	52,490
11	49,502	49,851	50,198	51,811	52,158	52,507	52,855	53,202	53,898
12	50,785	51,143	51,502	53,156	53,514	53,873	54,230	54,590	55,306
13	52,067	52,435	52,804	54,501	54,869	55,239	55,606	55,977	56,714
14	53,350	53,725	54,108	55,846	56,223	56,605	56,983	57,364	58,122
15	54,630	55,017	55,410	57,192	57,578	57,971	58,357	58,750	59,530
16	55,894	56,291	56,694	58,516	58,913	59,316	59,713	60,116	60,917
17	57,132	57,539	57,954	59,816	60,224	60,635	61,041	61,666	62,277
18	58,371	58,788	59,213	61,116	61,533	61,954	62,370	62,795	63,636
19	60,800	61,235	61,682	63,664	64,099	64,545	64,980	65,426	66,306
20									
21	63,229	63,683	64,150	66,212	66,667	67,137	67,591	68,059	68,978
22	66,505	66,989	67,488	69,667	70,153	70,653	71,138	71,637	72,618
23	68,937	69,450	69,977	72,279	72,793	73,323	73,836	74,363	73,943
24	71,714	72,265	72,834	75,252	75,808	76,376	76,931	77,496	75,403
25	76,257	76,793	77,345	79,677	80,217	80,769	81,309	81,857	82,944

Year3

2004-05 Rockaway

4.00%

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PhD
1	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0
4	40,900	41,186	41,470	42,836	43,120	43,406	43,691	43,977	44,547
5	41,960	42,245	42,531	43,896	44,181	44,466	44,751	45,037	45,607
6	43,326	43,621	43,918	45,327	45,624	45,921	46,217	46,514	47,106
7	44,689	44,998	45,306	46,760	47,068	47,375	47,662	47,990	48,606
8	46,055	46,373	46,693	48,192	48,510	48,830	49,149	49,468	50,105
9	47,420	47,750	48,080	49,624	49,954	50,284	50,615	50,944	51,605
10	48,785	49,127	49,468	51,057	51,398	51,739	52,081	52,421	53,104
11	50,081	50,434	50,785	52,417	52,768	53,120	53,472	53,824	54,528
12	51,379	51,741	52,104	53,777	54,139	54,503	54,864	55,228	55,953
13	52,675	53,048	53,422	55,138	55,510	55,885	56,256	56,631	57,377
14	53,973	54,354	54,740	56,499	56,880	57,267	57,649	58,035	58,802
15	55,269	55,661	56,057	57,860	58,251	58,648	59,039	59,437	60,225
16	56,547	56,949	57,357	59,200	59,602	60,009	60,411	60,819	61,629
17	57,800	58,212	58,631	60,515	60,928	61,344	61,755	62,387	63,005
18	59,054	59,475	59,905	61,831	62,252	62,678	63,099	63,529	64,380
19	61,511	61,951	62,403	64,408	64,849	65,300	65,739	66,191	67,081
20	0	0	0	0	0	0	0	0	0
21	63,968	64,427	64,900	66,986	67,446	67,922	68,381	68,854	69,784
22	67,282	67,772	68,276	70,481	70,973	71,479	71,970	72,474	73,467
23	69,743	70,262	70,796	73,123	73,644	74,180	74,699	75,232	74,808
24	72,552	73,109	73,685	76,131	76,694	77,269	77,831	78,402	76,284
25	78,257	78,793	79,345	81,677	82,217	82,769	83,309	83,857	84,944

B. Custodian/Maintenance

1. Two separate salary guides shall be developed and agreed upon by the parties. The first guide shall reflect custodial employees' salaries and the second shall reflect maintenance employees' salaries. See attached guides.
2. Each year a new entry-level salary will be determined by the Board of Education. The starting salary of a new custodian/maintenance shall not be higher than the salaries of those already employed in the system with similar experience and training, as determined by the Board of Education.
3. Salary increases for the duration of this contract will be as follows:

2002-2003	4.70%
2003-2004	4.30%
2004-2005	4.00%

4. Overtime Pay
 - a. All Custodial/Maintenance employees shall be paid time and one-half their base contract rate after forty (40) hours of work in a regular week commencing on Monday, except as follows:
 - i. All employees shall be paid double their base contract hourly rate for Sundays and Holidays worked.
 - ii. All employees scheduled to work Saturday and who have not been notified by 1:00 P.M. on Thursday shall be paid double their base contract hourly rate for such hours worked. This clause will not be in effect for the 1995-96 school year.
 - b. Overtime for maintenance personnel shall be distributed by the Supervisor amongst the employees in the classification involved.
 - c. Overtime for custodian/maintenance shall be rotated within each building. In the event all the custodian/maintenance in one building refuse an overtime assignment, then the overtime assignment shall be offered to other custodian/maintenance in other buildings on a rotating basis. If no one volunteers, then an assignment may occur.
 - d. Personnel scheduled to work on Saturday who do not receive notification of cancellation of such assignment by 3:00 p.m. on Friday will receive a minimum of four (4) hours of pay on Saturday at the overtime rate.

5. Call Out Pay

- a. Except for snow removal, any employee called out on Monday through Friday, inclusive, after completing his/her shift, shall be guaranteed two (2) hours' pay for one and one-half times his/her base contract rate.
- b. Any employees called out after midnight on Friday and prior to midnight on Sunday, shall be guaranteed two (2) hours, pay at double his/her base contract rate.
- c. Any custodian/maintenance called out for snow removal Monday through Friday, inclusive, shall be paid straight time and shall have his/her shift adjusted in order that he/she works a scheduled eight (8) hour workday.
- d. Any employee called out for snow removal after completing a forty (40) hour week ending on Friday, shall be paid time and one-half his/her regular base rate for all hours worked after the completion of his/her shift and prior to midnight Saturday.
- e. Any employee called out for snow removal after completing a forty (40) hour week ending on Friday shall be paid double his/her regular base rate for all hours worked on paid holidays or between midnight Saturday and midnight Sunday.
- f. A building check will be considered a Call Out and be compensated (see paragraphs 1 and 2).

6. Temporary Assignment

When it is necessary to temporarily replace a night shift custodian/maintenance, at least one-half of the night shift custodian/maintenance assigned hours shall be worked by any combination of one or more replacements properly assigned.

7. Work Hours

Full time status shall be defined as 30 or more hours per week.

CUSTODIAN/MAINTENANCE SALARY GUIDES

Base Year
2001-02 Rockaway

Salary Guide

Step	Custodians	Maintenance
1	25,036	26,561
2	25,626	26,861
3	26,216	27,161
4	26,838	28,212
5	27,313	29,263
6	27,787	29,820
7	28,342	30,768
8	28,897	31,519
9	29,452	32,271
10	30,006	33,259
11	30,476	34,247
12	30,947	35,235
13	31,569	36,224
14	32,101	37,212
15	32,633	38,200
16	33,165	
17	33,698	
18	34,267	
19	34,841	
OFF 1	41,201	47,121
OFF 2	43,449	

Year 1
2002-03 Rockaway

Salary Guide

Step	Custodians	Maintenance
1		
2	26,426	
3	27,016	27,161
4	27,638	27,612
5	28,113	28,563
6	28,587	29,570
7	29,142	30,768
8	29,697	31,869
9	30,252	33,041
10		34,059
11		35,072
12	30,847	36,085
13	31,569	36,224
14	32,301	37,212
15	33,133	39,995
16	33,965	
17	34,698	
18		
19	36,041	
OFF 1	43,137	49,336
OFF 2	45,491	

Year2
2003-04 Rockaway

Salary Guide

Step	Custodians	Maintenance
1		
2	27,123	
3	27,728	27,438
4	28,367	27,894
5	28,854	28,854
6	29,341	29,872
7	29,910	31,082
8	30,480	32,194
9	31,050	33,378
10		34,407
11		35,430
12	31,660	36,454
13	32,401	
14	33,153	37,591
15	34,007	41,715
16	34,861	
17	35,613	
18		
19	36,991	
OFF 1	44,992	51,457
OFF 2	47,447	

Year3
2004-05 Rockaway

Salary Guide

Step	Custodians	Maintenance
1		
2	27,746	
3	28,366	27,630
4	29,019	28,088
5	29,517	29,056
6	30,015	30,080
7	30,598	31,299
8	31,181	32,419
9	31,763	33,611
10		34,647
11		35,677
12	32,388	36,708
13	33,146	
14	33,915	37,854
15	34,788	42,132
16	35,662	
17	36,431	
18		
19	37,841	
OFF 1	46,792	51,972
OFF 2	49,345	

ARTICLE X
ADDITIONAL STIPENDS

A. Teachers

1. All Stipends (this includes Head Teachers, Head Nurse, Coordinators, Espa. coordinators, Curriculum workers, Pac. Chairs, all after school stipend positions, all evening stipend positions, all Saturday/weekend workshop instructors, all workshop/seminar instructors, all parent workshop instructors (this includes set-up duties), Kindergarten Registration, summer school teachers, summer enrichment teachers, CST summer evaluations, etc.)
 - a. Effective November 1, 2001, all stipends will be raised to an hourly rate of \$36.20.
 - b. The hourly rate of \$36.20 will be in effect from November 1, 2001 through June 30, 2005.
2. The Board agrees that if it establishes a new academic position, such as coordinator, which shall be filled by a classroom teacher performing in such position as an additional duty, it shall negotiate with the Association for the stipend for such additional duty.
3. Any contemplated changes in responsibilities and duties of coordinators as outlined in job descriptions shall not be effected until after a consultation between the coordinators and administrations.
4. Mentor teachers shall be paid by the Board at the State recommended stipend rate.
5. The Board agrees that some stipend positions are based on 100 hours of work. These positions (such as Head nurse, Head teacher, and other coordinators) would be paid at the rate of 100 hours times the current dollar rate. If more hours for these positions are needed, they would be supplied after a consultation between the coordinator and the administration.
6. As per agreement with the Superintendent, teachers who have to move their classrooms shall receive 5 (five) hours at the current stipend rate and more time if needed (up to 10 hours) . This extra time must be agreed to by the school principal.

B. Custodian/Maintenance

1. Shift Differential

There shall be paid to custodian/maintenance a night shift differential, paid to those employees who work on a 3:00 P.M. to 11:00 P.M. shift (or the 1:00 P.M. to 9:00 P.M. shift) at \$600.00.

2. Boiler Operator Stipend

a. All custodial and maintenance personnel holding proper Black Seal Boiler Operator License shall receive an additional stipend as follows: 2002-2005 @ \$1,200.00.

b. Employees hired July 1, 1973, and thereafter shall obtain a Black Seal Boiler Operator License within six (6) months of date of employment. Under exceptional circumstances, an employee may request an additional six (6) months in which to secure a Black Seal Boiler Operator License, and such request shall not be unreasonably denied by the Superintendent.

c. The Board will supply initial tuition costs and textbooks necessary for employees to receive a Boiler Operator License, limited to one (1) time for any employee.

d. Upon proper application for reimbursement, the Board shall pay the cost of license renewal for a Boiler Operator.

3. Air Conditioning Stipend

A bargaining unit employee, as designated by the Board in its sole discretion shall be responsible for the operating of air conditioning equipment at the Dwyer School and shall receive for such work a stipend in the amount of \$175.00 per year.

4. Asbestos Operations & Maintenance Stipend

a. Any individual certified by State of New Jersey, and serving on District Asbestos Management Team will receive an annual stipend of \$1,000.00. The Board will determine whether to have a team, and, if so, will select the individuals to serve on this team, limited to only Maintenance Department personnel and Head Custodian.

- b. Employees on Asbestos Management Team shall be compensated at twice the regular hourly rate for all asbestos containment work.
- c. Upon proper application for reimbursement, the Board shall pay the cost of necessary costs incurred in the renewal of the asbestos certificate.

5. Head Custodian Stipend

- a. Each Head Custodian, as of the effective date of this Agreement, is assuming the responsibility of a group leader which means that he/she shall participate in the daily work assignments of those other custodian/maintenance with whom he/she works, pursuant to instructions given to him/her as Head Custodian.
 - i. Has direct input into evaluation
 - ii. Twice a month night time building and crew check
 - iii. Remain on job until 3:15 P.M. to discuss any problems, Questions and/or assign special activities or jobs
 - iv. Responsible for the implementation of the "Standard Operations Procedure Manual" as per the supervisor's responsibility
 - v. Supervise overtime and distribute overtime
 - vi. Supervise summer cleaning
 - vii. Monitor usage of supplies
 - viii. Head Custodian has right to assign work areas and tasks
 - ix. Operation and monitoring of boilers and "Boiler Log" and entire heating system
 - x. All other duties as submitted by the Administration.
- b. Head Custodians of the several schools shall receive an additional annual stipend for the school years covered by this Agreement according to the following schedule:

<u>Large School</u>	<u>Medium School</u>
\$2,250.00	\$1,650.00

- c. All Head Custodians must have a Boiler Operator License.

**ARTICLE XI
DEDUCTIONS FROM SALARY**

- A. 1. The Board agrees to deduct from the salaries of its employees, dues for the Rockaway Township Education Association, the Morris County Council of Education Associations, the New Jersey Education Association, or the National Education Association, or any one of any combination of such associations 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 (N.J.S.A. 52: 14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the treasurer of the Rockaway Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing in the form set forth on Page 37.

AUTHORIZATION
TO DEDUCT
ASSOCIATION MEMBERSHIP DUES

Name:

Social Security No.:

School Building:

District:

TO: DISBURSING OFFICER:
BOARD OF EDUCATION

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1st next succeeding the date on which notice of withdrawal is filed.

I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current

school year. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore.

I designate the Rockaway Township Education Association to receive dues and distribute according to the organizations indicated:

Rockaway Township Education Association
Morris County Council of Education Associations
New Jersey Education Association
National Education Association

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.
3. Additional authorization for dues deduction may be received after August 1st, under the rules established by the State Department of Education.
4. The filing of notice of an employee's withdrawal shall be prior to December 1st to become effective to halt deductions as of January 1st and prior to June 1st to become effective to halt deductions as of July 1st next succeeding the date on which notice of withdrawal is filed.

- B. The Board agrees to continue to deduct from employees' salaries, money for local, state, and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations.

Any employee may have such deductions discontinued, in accordance with applicable law, at any time upon sixty (60) days written notice to the Board and the appropriate association.

1. The Association shall, on or before September 30th, deliver to the Board a written statement containing the following:

- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5 .4.
 - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A.34:13A-5.4.
 - c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty five (85) percent of the regular membership dues, fees and assessments.
 - d. A list of all members of the bargaining unit who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
2. Beginning with the first full pay period in November, the Board will commence deductions of the full amount of the representation fee from salaries of such teachers, in accordance with paragraph 3. below, and will promptly transmit the amount so deducted to the Association.

3. Payroll Deduction Schedule

The Board will deduct the representation fee, in twenty (20) equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deduction will begin with the first paycheck:

- a. In November; or
 - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10)days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
4. On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the President of the Association a list of all employees who began their employment in a

bargaining unit position during the preceding thirty (30) day period. The list will include names, jobs, titles, and dates of employment for all such employees.

5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

ARTICLE XII TEACHERS' RIGHTS AND RESPONSIBILITIES

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States. That it shall not take punitive action against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in activities of the Association and its affiliates which do not conflict with normal professional duties, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- C. Any disciplinary interviews and reprimands will be conducted in private. A teacher shall have the right, in all instances, to request the presence of an Association representative at said interview and when such request is made, the interview shall not proceed until the representative is in attendance.
- D. There shall be no public discussion concerning the renewal, failure to renew or termination of a teacher's contract by either the Board or the Association.
- E. Upon his/her professional judgment, the teacher shall maintain the right and responsibility to determine grades within the grading policy of the district. Teachers shall be involved in all decisions relating to promotion or retention of students.

- F. Any teacher, upon presentation of advanced written request, may inspect his/her personnel file. In cases of emergency nature, no advance request will be necessary provided the inspection takes place in the presence of the Superintendent or his/her designee during regular administrative office hours.
1. The teacher shall have the right to add his/her written comments, initialed by the Superintendent of Schools or his/her designee, one copy of which shall be made part of the teacher's personnel file and the other copy shall be given to the teacher.
 2. In the event material of a derogatory nature is to be placed on file, the teacher involved shall be requested to affix his/her signature. This will indicate the material has been seen by the teacher. The teacher's written comments, if any, relative to the derogatory material, shall also be made a part of the teacher's file.

ARTICLE XIII ASSOCIATION'S RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests, available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, census data, names of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. The Board may, at its discretion, furnish the Association with tentative budgetary requirements and allocations.
- B. Whenever any representative of the Association or any teacher is scheduled by the Board or Administration to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- C. Representatives of the Association, Morris County Councils of Education Associations, N.J.E.A, and N.E.A. shall be permitted to transact official Association business on school property at such times and places which will not interfere with, nor interrupt, normal school operations, provided that the Administration is notified in advance whenever practicable.
- D. The Association and its representatives may use school buildings for meetings at reasonable hours. The appropriate building principal shall be notified and shall approve in advance in order to avoid conflict with other scheduled activities or normal school operations.

- E. The Association may use school equipment, including office and audio-visual equipment at reasonable times when such equipment is not otherwise in use and will not interfere with normal school operations.

The Association shall reimburse the Board for the cost of all materials and supplies incidental to such use.

- F. The Association shall have the use of a bulletin board in each school faculty lounge/work study room and shall have the right to post materials without prior approval. The Superintendent shall also designate space on the central office bulletin board for Association notices. The Superintendent may remove any material from the latter bulletin board which he/she deems offensive. The Association shall be responsible for all materials it posts on school property.
- G. The Association may not use the interschool mail system in violation of the Private Express federal statutes. The Association may, with the knowledge of the principals, directly place communications in teacher school mailboxes.
- H. The Superintendent shall grant release time with pay to the president of the Association, or his/her duly designated representative, to attend to Association business which cannot be handled during non-school hours, to the extent of one half day per school week to a maximum of three (3) hours per week on a ten (10) month per year basis, which time shall be noncumulative. No substitute shall be required to replace the Association representative so released. Therefore, it is understood that the Association representative will obtain prior approval from the building principal.

**ARTICLE XIV
BOARD'S RIGHTS**

- A. The Board on its own behalf, and on behalf of the electors of the district, retains and reserves unto itself without limitation all powers, rights, responsibilities, authority and duties conferred upon and vested in it by the laws of the State of New Jersey, including the right to the executive management and administrative control of the school system and its properties.

**ARTICLE XV
TEACHERS' WORK YEAR**

- A. Effective July 1, 2000, the teacher work year shall be increased one day resulting in a 185-day teacher work year. The School Calendar shall be constructed by the Board so as to provide one hundred eighty-three (183) days of instruction, including therein provision for emergency closing of schools because of inclement weather. However, it is expressly understood that in no event shall the school year consist of less than one hundred eighty (180) days. The last instructional day shall be a half day of student contact. Teachers shall be permitted to leave when they have completed their professional obligations. In addition, teachers may be required to report for duty one day prior to the opening of school. Non-tenured teachers shall attend two workshops, each of a two-day duration, before acquiring tenure. These workshops may be scheduled prior to the start of the teacher work year or after the end of the teacher work year.
- B. The work year for supplemental teachers shall commence no later than October 1 and terminate no earlier than May 31.

**ARTICLE XVI
TEACHERS' HOURS AND TEACHING LOAD**

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
- B.
 - 1. Teachers shall report for duty fifteen (15) minutes before the scheduled start of school for students.
 - 2. Teachers shall remain in school until the regularly scheduled buses have departed. This time shall not extend beyond fifteen (15) minutes after the instructional day providing the teachers' professional obligations have been fulfilled.
 - 3. A duty-free lunch period of at least thirty (30) minutes shall be granted to all teachers. Teachers may leave the building without requesting permission during their duty-free lunch period.
- C.
 - 1. Regular classroom teachers shall neither be required to work beyond the regular teacher-in-school work year, nor beyond the normal in-school workday.
- D.
 - 1. Any teacher who is involved in the evening activity program (e.g. Art, Music teachers) shall participate in one such evening activity per school year without additional compensation, and for each evening activity per school year beyond

the first will be released from one scheduled parent-teacher conference. Copeland teachers who are expected to attend graduation shall not be required to attend other evening supervisory assignments for which there is compensation.

2. Parent-Teacher conferences
 - a. Fall Conferences: There shall be three (3) afternoon conferences and two (2) evening conferences in the Fall. The length of the conference shall not exceed two hours. On the days of the afternoon and evening conferences, school shall be dismissed two (2) hours early. Evening conferences shall not be held on consecutive evenings.
 - b. Spring Conferences: There shall be two (2) evening conference sessions in the Spring. The length of each conference session shall not exceed two hours. On the days of the scheduled evening conferences, school shall be dismissed two (2) hours early.
- E.
1. In the elementary schools, (grades K-5), on a quarterly basis (every 45 days) each full-time teacher will be provided with a minimum average of 425 minutes of non pupil contact time per regular school week (1950 minutes). Commencing with the 1993-94 school year the regular school week will be 2025 minutes.
 2. The time teachers are expected to remain in school after the end of the students' regularly scheduled day shall not be incorporated into the non-pupil contact time.
 3. Encompassed within this time will be provisions for a duty free daily lunch period of 40 to 60 minutes for full-time teachers and a minimum of four planning periods per regular school week (2025) minutes. Teachers shall not be required to remain with their class during library, computer and/or other special subject instruction.
 4. Elementary teachers including special subject areas, CST, guidance and special education teachers, shall have lunch duty on a rotating basis for not more than ten (10) hours per year. Each additional lunch duty coverage assignment of up to twenty (20) minutes shall be compensated at the rate of \$12.00 per coverage assignment.
 5. It is further agreed that, at the Copeland Middle School, the lunch duty program in practice at the conclusion of the 1982-83 school year be continued.

6. On an annual basis, all 19 hour part-time teachers will be provided with an average of non-pupil contact time of 100 minutes per regular five day school week.
7. The Board's intent is to not rely on the minimum. The intent of the Board and the Association is to permit school programs to operate effectively and without interruption, and the flexibility in the operation will continue to be maintained.
8. This section of Article XVI applies only to elementary classroom teachers, special subject area teachers, special education teachers, CST and guidance counselors.

**ARTICLE XVII
CUSTODIAN/MAINTENANCE HOURS OF WORK**

A. Tours of Duty

1. The standard tour of duty for all personnel assigned shall be as follows:

Day Shift	7:00a.m.	-	3:00p.m.
Night Shift	3:00p.m.	-	11:00p.m.
Midnight Shift	11:00 p.m.	-	7:00 a.m.
2. On those days declared as "Snow Days" and on teacher holidays, night-shift personnel will report on the day shift.
3. The July 1st shift change of personnel from the night shift to the day shift may begin in June at the option of the employer.
4. One half (½) hour uninterrupted lunch period for maintenance personnel.
5. Custodial employees are required to remain in the building and shall not have a duty-free lunch period.
6. All bargaining unit personnel are required to remain at their work locations until given permission to leave the area by the Supervisor of Buildings & Grounds or his/her designee.
7. In the event of a permanent change in tour of duty, the Board shall advise an employee so affected by at least one (1) week's advance notice thereof.

B. Time Clock

1. All bargaining unit employees shall punch in and out on time clocks provided for that purpose by the Board at each building. No employee may punch another employee's Time Card. Any violation of this rule will result in severe disciplinary action up to and including discharge, as determined by the Board and its administrative staff.
2. Maintenance employees shall punch in and out at the Maintenance Department building at 183 Green Pond Road. In the event a job assignment continues for one or more consecutive workdays, then the maintenance employees performing the work shall punch in and out at the school at which he/she is then working for the duration of the assignment.
3. All employees shall punch in/out for all "off-hour callouts."

C. Hours of Work

1. Full time = 30 hours or more
2. Part time = less than 30 hours

Note: Any employee of record as of 2/28/98 is protected from the 30 hour minimum clause above for the duration of his/her employment.

**ARTICLE XVIII
NON-TEACHING DUTIES**

The Board recognizes the value of instructional aides and will endeavor to employ them as the Board deems advisable in the best interest of the district.

**ARTICLE XIX
TEACHERS' EMPLOYMENT**

- A. The Board shall continue observing State and Federal laws relating to discrimination.
- B.
 1. Each teacher now employed is assumed to be on his/her proper step of the salary guide as of the beginning of the 2002-2003, 2003-2004, and 2004-2005 school year in accordance with paragraph 2 below.
 2. Upon initial employment, full credit may be given on the Teacher Salary Schedule for up to thirteen (13) years of previous teaching experience in a duly accredited school. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service system, or two (2) years for Peace Corps, VISTA, Americorps, or National

Teacher Corps work or time spent on a Fulbright scholarship shall be given upon initial employment.

- C. Restoration of accumulated unused leave days shall be limited to teachers returning from extended leaves of absence in accordance with Article VI of this Agreement.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15.
- E. First Year Probationary Teachers
 - 1. A first year probationary teacher (non-tenured), upon notice that his or her contract will not be renewed for the ensuing year, may request, and shall be granted, a private hearing with the Superintendent, at which time the Superintendent shall state the reasons for his/her decision.
 - 2. Notice of nonrenewal in the aforementioned instance shall be issued no later than May 15.
 - 3. The notice of nonrenewal and/or the reasons given for said action shall not serve as a basis for filing a grievance in accordance with Article IV of this agreement.

ARTICLE XX TEACHERS' ASSIGNMENTS

- A.
 - 1. All teachers shall be given preliminary written notice of their grade and/or subject assignments and building assignments, for the coming year, not later than June 30.
 - 2. The superintendent shall assign newly appointed personnel to their specific positions within that subject area and/or grade level as soon as practicable.
 - 3. In the event that changes in such schedules, grade and/or subject assignments, or building assignments, are proposed, any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the superintendent or his/her representative and the teacher affected and at the teacher's option, a representative of the Association.
- B.
 - 1. Teachers shall be notified of any changes in their schedules as soon as it is practicable.

2. Teachers who may be required to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel between school buildings at the rate of twenty-six cents (.26) per mile during 2002-2005.

**ARTICLE XXI
CUSTODIAN/MAINTENANCE ASSIGNMENTS**

A. Daily Check List

Each custodian shall submit daily to the Head Custodian of the school, a Daily Check List of his/her work in his/her area of responsibility.

B. Maintenance Work Orders

All work orders shall reflect starting time and completion time of each maintenance project reflecting the total man hours required for completion by stamping the work order in the time clock.

**ARTICLE XXII
TRANSFERS AND REASSIGNMENTS**

A. Teachers - Voluntary

1. No later than May 15 of each school year, the superintendent shall notify the Association and post in all school buildings, a list of the known professional vacancies which shall occur during the following school year. A teacher may apply for any position so listed within fifteen (15) school days of posting.
2. As soon as practicable, and no later than June 15, the Superintendent shall provide the Association with a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.
3. In the determination of requests for voluntary reassignments and/or transfers, the wishes of the individual teacher shall be considered to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied without explanation. If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be regarded as a new request.

B. Teachers - Involuntary

1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and except in cases of emergency not later than May 15.
2. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the appropriate administrator, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with the teacher. The teacher may, at his/her option, have an Association representative present at such meeting.
3. A teacher being involuntarily transferred or reassigned shall not be caused to suffer a reduction in rank or in total compensation without just cause.

C. Custodian/Maintenance

1. Employees shall have four (4) working days notice on transferring to another school.
2. Transfer requests shall be afforded consideration by the Board when made in writing. However, in the event the Board fails to honor the transfer request, such refusal shall not be subject to the Grievance Procedure.
3. When the Board determines that a vacancy exists, the following procedure shall be followed:
 - a. Post, and send to the head custodian to post on Association boards for a period of five (5) full school days during which time an employee may apply in writing to the Superintendent or his/her designee, that employee's desire to fill the position. If no candidate acceptable to the Board applies by the end of the fifth day, the Board may give an employee a written notice of transfer at least one (1) week prior to starting at the new location.
 - b. The foregoing procedure shall apply only to the first opening. All other openings which arise subsequently from the filling of that first opening shall be filled in accordance with the provisions of Paragraph B(1).

**ARTICLE XXIV
TEACHERS' EVALUATION**

- A. The Administration and the Rockaway Township Education Association, recognize that the evaluation procedure approved by the Instructional and Administrative

Councils in June 1970, is an ongoing instrument that may be changed at any time by mutual consent of the Administration and of the Rockaway Township Education Association, subject to final approval by the Board of Education.

**ARTICLE XXV
CUSTODIAN/MAINTENANCE TENURE STATUS/EVALUATION**

- A. The Board agrees to grant tenure status to custodial and maintenance staff personnel after three (3) full years of continuous service, providing a satisfactory evaluation is maintained.
- B. An employee shall be given written notice of unsatisfactory performance and/or the possibility of the withholding of an increment and in the case of a non-tenured employee, the possibility of termination. Such notice shall advise the employee that the performance of the employee will be reviewed no later than thirty (30) days from date of notice. At such time, the Board shall take such action as it deems appropriate. The employee shall have the right to be represented by up to two (2) representatives of his/her choosing at the review.
- C. Upon request an employee, after giving reasonable notice, shall have the right (not more than twice a school year), and on such employee's own time, to review the contents of his/her personnel file.

**ARTICLE XXVI
PROMOTIONS**

A. Teachers - Promotions

All vacancies in promotional positions shall be adequately publicized by the Superintendent in accordance with the following procedures:

- 1. When school is in session, a notice shall be posted in each school as far in advance as practical, ordinarily at least sixty (60) calendar days before the final date when applications must be submitted and in no event less than thirty (30) calendar days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position for which they desire to apply and an address where they can be reached during the summer. The Superintendent

shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least thirty (30) days before the final date when applications must be submitted and in no event less than fifteen (15) days before such date. In addition, the Superintendent shall, within the same period, post a list of promotional positions to be filled during the summer period at the administration office in each school, and a copy of said notice shall be given to the Association.

2. In both situations set forth in section 1 above, the qualifications for the position, its duties, and when possible, the rate of compensation, shall be clearly set forth. The qualifications set forth for a particular position shall not be changed after posting as set forth in Section 1 of this Article. The Board may also advertise for and consider applicants from outside Rockaway Township School System.
3. All qualified teachers shall be given adequate opportunity to make application, and no position shall be filled until all properly submitted applications have been considered. Whenever possible, appointments shall be made not later than sixty (60) days after the closing date for applications for the specific position vacancy.

B. Custodian/Maintenance - Promotions/Layoffs

1. The Board agrees to post promotional openings to higher paid positions such as head custodians and maintenance employees positions. Copies thereof shall be forwarded to the Secretary of the Association for posting on the Association bulletin board.
 - a. Qualified persons from staff will be given full consideration for promotion. Seniority will be recognized but not as a sole factor.
 - b. When openings in the maintenance classifications occur, consideration shall be given to qualified custodial staff personnel.
2. When the Board determines that a vacancy exists or when a "current" employee is hired for a posted position and a vacancy is created in the job that the employee left /vacated, then the Board shall:
 - a. Post, and send to the head custodian, notices of any such vacancy in all buildings with such information as job title, salary range, qualifications, duties and last date applications will be accepted.

- b. In no case shall the time between the posting of the vacancy and the deadline for making application be less than five (5) working days, nor more than seven (7) working days.
 - c. Any employee who does not submit his/her bid within the aforesaid time period shall have no right to fill that particular position.
3. Layoffs

In the event layoff become necessary, seniority shall be the determining factor within classifications and provided the employee is qualified to perform the work without further training.

ARTICLE XXVII BEDSIDE TEACHING

- A. Teachers interested in bedside instruction shall notify their building principal who shall recommend to the Superintendent teachers to fill bedside assignments.
- B. See Current stipend rate.

ARTICLE XXVIII SUMMER SCHOOL

- A. All professional positions in the summer school shall be adequately publicized by the Superintendent in accordance with the established procedure. Summer school openings shall be published as soon as possible after awareness of vacancies and teachers shall be notified as soon after May 30 as possible.
- B. The Board shall assume the responsibility for providing all necessary materials and supplies before the summer school session begins so that all programs can commence on the first day.
- C. Salaries for summer school/enrichment sessions will be based on the current stipend hourly rate.
- D. All coordinators of the summer school session shall receive an additional stipend which shall be subject to negotiations between the parties.
- E. Individual summer school teachers shall not be required to work on the Friday proceeding a Saturday, July 4th. Individual summer school teachers shall not be required to work on the Monday following a Sunday, July 4th. This legal holiday may

be taken without penalty. However, the teacher may be required to make-up the day to fulfill the total summer school workday obligation required of all summer school teachers.

ARTICLE XXIX TEACHERS' FACILITIES

- A. To the extent that facilities permit, the Board shall make available a properly furnished lounge and/or work study room for teachers in each building. When practicable and possible, lavatory facilities exclusively for teacher use shall also be made available.
- B. The Board shall keep the schools reasonably and properly equipped and maintained, including appropriate storage facilities in each classroom for teaching materials, subject to budgetary limitations.
- C. Upon request of the Association, vending machines shall be installed in the teacher's lounge. The Association shall assume full and clear responsibility for these machines and for all costs related thereto.
- D. In each school building, two (2) computers will be made available for teacher use.

ARTICLE XXX TEACHERS' PROFESSIONAL DEVELOPMENT

- A. All fully certified personnel shall receive tuition reimbursement for graduate credit hours subject to the following conditions:
 - 1. The application for tuition reimbursement shall be made in writing to the Superintendent. the Superintendent shall notify the applicant of approval or disapproval within five (5) working days of receipt of the application. In the event that a previously approved course is closed at the time of registration, a matriculated student may enroll in another course with the approval of his advisor. Non-matriculated students may enroll in another course, later seeking the approval of the Superintendent or designee, in order that the students may withdraw from the course, if necessary.
 - 2. To be reimbursed, students must pass the course.
 - 3. Tuition receipt must be presented to Board Office.

4. Maximum of twelve (12) credit hours between September 1 and August 31 of the following year, except that first year teachers shall be limited to six (6) credit hours of reimbursement.
 5. Recipient must be an employee of the school district to receive payment.
 6. The tuition rate effective July 1, 1997, shall not exceed the average tuition credit or rate at Montclair State College, William Paterson College, Kean College, and Rutgers University.
- B.
1. Appropriate payment for tenured employees shall be made within sixty (60) days after proper claim is presented to the Board office.
 2. Non-tenured personnel shall receive payment in three (3) equal annual installments; first payment to be made within sixty (60) days after proper claim is presented to the Board Office.
- C. Reimbursement shall be limited to courses taken within the continental United States.
- D. Approved courses must be designed and intended to improve the teacher's performance in his or her classroom or area of assignment.
- E. Inservice workshops will be considered for credit toward salary scale advancement as follows:
1. Certified staff can apply in-district inservice workshops for movement on the salary guide only if the course work is approved by a district administrator and preapproved by the Superintendent.
 2. Certified staff who require specific course work for maintenance of licensure or where in-district inservice courses do not address their area of certification or licensure can apply out-of-district inservice workshops for movement on the salary guide. All inservice workshops must be approved by the Superintendent or designee prior to acquisition.
 3. One (1) inservice workshop credit may be approved for ten (10) hours of course work when those hours are accumulated beyond the contractual work day without pay compensation and with a preapproval of the Superintendent or designee.
 4. Movement from a step on one scale to the corresponding step on the next higher scale becomes effective on September 1 of the year in which the teacher has furnished the Superintendent acceptable evidence of the completion of the study required for placement on the higher scale. Acceptable evidence of the completion of the course work must be furnished to the Superintendent not

later than September 10 of the year in which the salary change is to be initiated. Payment for salary reclassification is not retroactive, but is initiated on September 1 of the year the level of training has been duly certified to and accepted by the Superintendent or designee.

ARTICLE XXXI INSTRUCTIONAL COUNCIL

The Board recognizes the value of an Instructional Council and to that end such a Council has been established. Any future changes in the purposes and procedures of the Instructional Council shall be made by mutual consent between the Board of Education and the Rockaway Township Education Association.

ARTICLE XXXII MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The teachers recognize that they bear the primary responsibility for maintaining proper control and discipline in the classroom, but the Board must recognize its responsibility to provide the teachers with administrative backing and support. The teachers also recognize that all disciplinary actions and methods invoked by them shall be reasonable and just in accordance with established Board policy. However, if the teacher exhausts all reasonable methods of student control, he/she shall report the name of each problem student to the principal for specific assistance from skilled personnel.
- B. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately to the Superintendent or designee.
- C. The Board agrees to reimburse the injured teacher for all loss to personal property incurred in such School-centered incidents with the exclusion of all items already covered by insurance. Also, any time lost by such teacher not covered by workmen's compensation shall not be charged against the teacher. The Board shall not be required to bear these expenses if a teacher is adjudged guilty of a violation of lien by a court of competent jurisdiction.

ARTICLE XXXIII TEACHERS' PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his/her assigned functions during the workday.

- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Rockaway Township School District. Free discussion of controversial issues is the heart of the democratic process. Through the study of such issues (political, economic, or social), youth develop those abilities needed for functional citizenship in our democracy. Whenever appropriate for the maturation level of the group, controversial issues may be studied in an unprejudiced and dispassionate manner. It shall be the duty of the teacher to foster the study of an issue and not to reach a particular viewpoint in regard to it.

**ARTICLE XXXIV
CUSTODIAN/MAINTENANCE UNIFORMS**

- A. Upon completion of a sixty (60) day probationary period, custodial employees will be supplied with three (3) sets of uniforms annually. Maintenance employees and the Maintenance Clerk will be supplied with four (4) sets of uniforms annually. A set is defined as consisting of one (1) pair of pants and one (1) shirt (either a long or short sleeve shirt).
- B. Female custodian/maintenance shall receive an annual clothing allowance of \$75.00 in lieu of uniforms and coveralls, provided in Paragraph A and B hereof, with which money uniforms are to be purchased.
- C. Uniforms shall be ordered for employees no later than June 1st preceding the contract year.
- D. Foul weather gear, including boots, goggles and rain gear jackets, shall be provided for maintenance employees and it is understood and agreed that this equipment is the property of the Board of Education and shall not be removed from Board of Education premises. A new winter jacket shall be purchased every three years with new employees receiving a jacket on next rotation.
- E. All bargaining unit employees shall wear Board provided uniforms at all times while on duty.
- F. Each unit member will receive an allowance of \$100.00 per year. This allowance will be paid upon submission of proof of payment for an appropriate pair of work shoes. Appropriate work shoes must be worn on the job by all employees.

- G. The Board shall provide photo identification badges that employees shall carry while performing their duties.

**ARTICLE XXXV
CUSTODIAN/MAINTENANCE VACATIONS**

- A. All contractual employees of the Association shall be granted annual vacations based on the following schedule:

1 year -	-	2 weeks
2 years	-	2 weeks and 2 days
3 years	-	2 weeks and 3 days
4 years	-	2 weeks and 4 days
5 years	-	3 weeks
10 years	-	4weeks

- B. All employees will schedule vacation at a time mutually agreeable to the employer and may be consecutive if desired by the employee.
- C. Head custodian/maintenance will not schedule vacation time on the last two weeks of August or the first week of September. Head custodians who work at schools that are open for summer sessions will not take vacations during that period.
- D. Employees will be supplied with vacation forms by April 1st of each school year, which forms shall be returned to the Board by May 1st, and the employee shall set forth thereon the vacation period the employee desires. The Board shall post a vacation schedule by June 1st. In the event an employee fails to return the form within the time period herein specified, then, in the event of conflict, the employee shall have no recourse to assert his/her seniority rights.
- E. Seniority shall be the determining factor when vacation requests conflict with one another.
- F. Annual vacation benefits for a given school year shall be based on the employee's full and complete years of service in the district as of June 30th of the preceding school year.

- 1. For the purpose of clarification:

An employee's number of full years of service on June 30th shall determine the vacation period to which he/she will be entitled for the school year beginning July 1st of the previous calendar year. An employee who started in the district on November 4th, and will have completed three (3) full years of service by

June 30th of the current school year will, therefore, be entitled to the benefits listed for employees with three (3) years of service - two weeks and three days.

2. First year employees:

Employees who have completed less than one (1) full and complete year of service by June 30th shall be entitled to a vacation equivalent to 10/12 of one day for each month of service completed by June 30th.

For the purpose of clarification:

During the school year July 1st through June 30th, a first year employee who started after the first day of:

July	-	Shall be entitled to	9 days
August	-		8 days
September	-		8 days
October	-		7 days
November	-		6 days
December	-		5 days
January	-		4 days
February	-		3 days
March	-		2 days
April	-		2 days
May	-		1 day
June	-		0

**ARTICLE XXXVI
CUSTODIAN/MAINTENANCE HOLIDAYS**

- A. All contractual employees of the Association shall be granted ten (10) days annually, to include the following basic days: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and the Friday after Thanksgiving, Christmas Day, and one-half day on Christmas Eve, and one-half on New Year's Eve.
- B. Two (2) additional days by mutual agreement with school calendar as guide.
- C. If a holiday falls on a weekend, another closed day on the school calendar shall be granted after agreement between the Superintendent and his/her designee and the Association as to what the other day shall be.

ARTICLE XXXVII
CUSTODIAN/MAINTENANCE EMPLOYER OR ASSOCIATION MEETINGS

A. Employer/Employee Relations Meeting

1. The Board shall grant time off with pay and provide adequate coverage to allow Association representatives to participate in employer/employee relations meeting. Such meetings shall be on a mutually agreed upon schedule.
2. Meetings may include discussions relating to safety and human relations, but shall not include discussions of grievances.

B. Association Meetings

1. The Association shall notify the Board at least seventy-two (72) hours in advance of its intent to use the facilities for meetings and the Board shall grant permission for the use of said facilities provided there is no conflict with normal school activities.
2. The Association may provide a bulletin board at each school in the Boiler Room and/or Maintenance Department upon which it may post notices to its membership.

ARTICLE XXXVIII
CUSTODIAN/MAINTENANCE PAYMENT AT RETIREMENT

A. Effective July 1, 1989, each employee shall be entitled, upon retirement for service and age or disability from a state administered retirement system, to receive a lump sum payment for one-fourth of the earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment.

B. Such supplemental compensation shall be computed as follows: The employee shall receive upon retirement one (1) day's pay for each four (4) days of earned and unused accumulated sick leave, less any leave days used in the five (5) preceding retirement, except for funeral leave of jury duty, and prorated for reduced sick leave entitlement resulting from an employee's retirement prior to the conclusion of any school year. The per diem rate for calculating such supplemental compensation shall be 1/240 of the salary received during the last year of employment, provided, however, that no such lump sum supplemental compensation payment shall exceed \$5,000.00.

- C. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1st of the year prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1st for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1st notice date, he/she will receive the benefits provided for. The Board, however, may defer payment of all or part of the benefit to the year following the retirement.
- D. Employees who would otherwise be eligible for compensation pay at retirement, but do not retire from the employ of the Board because of death, shall have payment for any eligibility for compensation as provided by Article XXXVIII made to their estate.

ARTICLE XXXIX MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the terms of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. 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 in all other provisions or applications shall continue in full force and effect.
- C. Any individual contract 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 contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling; nor shall there be any verbal understanding which circumvents this Agreement, unless by mutual agreement of the Board and the Association.
- D. Copies of this Agreement shall be provided at the expense of the Board and the R.T.E.A. within a reasonable amount of time after the Agreement is signed and presented to all employees covered by this Agreement now employed or hereafter employed. Any person considered for employment by the Board shall have made available to him/her a copy of the contract for inspection at the Board offices. The contract shall be prepared in booklet form. The Board will supply five (5) copies of the booklet to the Rockaway Township Education Association. Should the Rockaway Township Education Association desire any additional copies, it may arrange for the purchase of same.

- E. The Board will continue to provide field trip experiences, including those which extend beyond the normal school day.
- F. Supplemental teachers will continue to receive existing pro-rated benefits. Supplemental teachers will not receive benefits which they do not presently receive, such as insurance coverages.
- G. Teachers' Extended Field Trip

Administrative day shall be:

1. Compensatory Day for extended day trip.
2. Recorded as an Administrative Day for Personnel Records
3. Carried into next year, but utilized prior to the extended day field trip in the next year.
4. May be used in accordance with the procedures for utilization of a personal day except that with prior approval and at the discretion of the Superintendent. The administrative day may be used to extend a vacation or a holiday period.
5. Non-cumulative and may not be added to any other days such as sick or personal days.
6. Calculated as the time beyond the length of a teacher's workday for the extended day field trip.

H. Public Relations Material

The Board agrees to make available to the Association, in response to reasonable requests advance notice, data pertinent to the school district that is made available to residents of the Township of Rockaway.

I. Security

Whenever the Board may determine it advisable to utilize custodial and maintenance employees for security purposes, security patrols shall be selected on a rotating seniority basis.

J. Mileage

When authorized by the Board or its designee, custodial and maintenance employees shall be paid the mileage rate in effect at that time for the use of the employee's personal vehicle.

K. Safety

Unsafe or hazardous conditions shall be reported on the form provided by the Board.

The Board shall provide a form in each building by means of which a custodian/maintenance shall report damage, unruliness, or other misuse of the building by outside groups.

The Board and the Association agree to enter into discussions concerning safety problems and the formulation of safety program.

L. Accidents

Any custodian/maintenance who sustains an injury on the job shall report the injury to his/her immediate supervisor (either the Head Custodian or the Supervisor of Buildings & Grounds) and provided he/she is then able to do so shall also report the injury to the building nurse on the day shift. The injured custodian/maintenance shall complete an Accident Report form supplied by the Board before the end of the work shift and shall turn same over to his/her supervisor.

This clause pertains to those injuries sustained while a custodian/maintenance is "on-site." The insurance coverage is provided under workmen's compensation rules in this instance only.

All other injuries, including those sustained while in transit to work, are covered under separate insurances including major medical and hospitalization.

**ARTICLE XL
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2002 continuing in full force and effect until June 30, 2005.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

- B. IN WITNESS WHEREOF the parties hereto have caused this Abbreviated Contract to be signed by their respective presidents and attested by their respective secretaries.

_____ President of the Board	_____ Date	_____ President of the Association	_____ Date
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_____ Secretary of the Board	_____ Date	_____ Secretary of the Association	_____ Date
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