

2573

AGREEMENT BETWEEN

THE

DUNELLEN EDUCATION
ASSOCIATION

AND THE

DUNELLEN BOARD OF EDUCATION

JULY 1, 1995 - JUNE 30, 1998

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Board of
Education
Provisional
Contract



* PREAMBLE *

This agreement entered into this _____ th day of _____, 1995, by and between the Board of Education of the Borough of Dunellen, New Jersey hereinafter called the "Board", and the Dunellen Education Association, hereinafter called the "Association"....

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Dunellen School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and,

WHEREAS, the members of the teaching profession are particularly qualified to advise in the processes designed to improve educational standards; and,

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect of the terms and conditions of employment; and,

To work toward the attainment of this goal, it is also recognized that the joint efforts of the Board of Education and the Dunellen Education Association are required and that it is essential to fulfillment that they, through their respective representatives, engage in good faith negotiations on matters pertaining to terms and conditions of employment.

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I.

* RECOGNITION *

A. The Board hereby recognizes the Dunellen Education Association as the exclusive representative for professional negotiations concerning the terms and conditions of employment for all personnel under contract employed by the Board including:

- | | |
|---|-------------------------------------|
| 1. Classroom Teachers | 7. Social Workers |
| 2. Librarians | 8. Special Services Personnel |
| 3. Chairpersons | 9. Secretaries |
| 4. Guidance Counselors | 10. Custodial & Maintenance Workers |
| 5. Nurses | 11. Teacher Aides |
| 6. Chapter I & Compensatory Education Instructors | |

But excluding:

1. Administrative Assistants not employed as teachers in the district
2. Board Secretary/Business Manager
3. Bookkeeping Personnel
4. Cafeteria Employees
5. Central Office Secretaries
6. Director of Student Personnel Services
7. Principals and Assistant Principals
8. Supervisor of Building and Grounds
9. Assistant Supervisor of Building and Grounds
10. Substitute Teachers
11. And such other employees not specifically included above.

B. 1. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all certificated employees represented by Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

2. The term "employee" when used hereinafter shall refer to all personnel represented by the Association as defined above.

C. By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent employees in the district, the Board hereby recognizes the Association as the official negotiating agent for teaching, secretarial, maintenance and custodial personnel under contract employed by the district. The Association shall submit to the Board by December 1 of each year a notarized list of the active members of the Association.

D. This recognition shall continue in effect so long as the Association's active membership contains more than fifty (50) percent of the total employees in the negotiating unit.

E. The Association recognizes the Board as the duly constituted representatives of the educational interests of the community.

ARTICLE II.

* NEGOTIATION PROCEDURE *

- A. This Agreement incorporates the entire understanding of the parties. During the term of this Agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- B. Negotiations shall commence as per Public Employment Relations Commission regulations.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the cause of negotiations. All agreements shall be subject to ratification by the membership of both parties.
- D. All issues proposed for negotiation shall be submitted in writing by the Association at the first meeting. The Board or its delegated representatives will present all counter proposals and all new proposals at the second negotiations meeting.
- E. Negotiations shall be conducted privately between the respective negotiating parties and all parties agree to keep the negotiations confidential until such time as an impasse may be declared by either party, by prohibiting unilateral press releases or other activities designed to exert outside influence on either party. All press releases shall be mutually agreed upon prior to release. This does not mean, however, that progress in negotiations or to the lack of such progress cannot be reported to the association members or the Board of Education.
- F. The Association and its officers, representatives and members will not cause, condone, or participate in any form of strike, work stoppage or any other interference with school operation.
- G. Sessions shall begin and end at mutually agreed times.

ARTICLE III.

* GRIEVANCE PROCEDURE *

A. DEFINITIONS

1. A grievance is a claim by an employee, group of employees, or the Association that there has been a misinterpretation or misapplication of this Agreement, Board policy or administrative decision adversely affecting terms and conditions of employment.
2. **Aggrieved person** - An "aggrieved person" is the person or persons or the Association or the Board of Education making the claim.
3. **Party in Interest** - A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential at any level of the procedure.

1. Administrative decisions not in violation of the provisions of this agreement may be appealed, terminating with Level III of this procedure and all parties agree to abide by the decision made at that level.
2. A grievance and the procedure relative thereto shall not be deemed applicable:
 - (a) any rule or regulation of the state Board of Education;
 - (b) any rules pertaining to the internal management of the Board;
 - (c) a complaint of a non-tenure employee which arises by reason of his not being re-employed;
 - (d) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention or lack of retention in any position for which tenure is either not possible or not required; however, said personnel shall have the right of appeal to the Board and all parties agree to abide by the decision made at this level.

C. PROCEDURE

1. An aggrieved employee shall initiate action under the provisions hereof within twelve (12) school days after s/he would reasonably be expected to know of its occurrence. Failure to act within said period shall be deemed to constitute an abandonment of the grievance.

2. An employee and Association representative processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or 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. Whenever the employee appears with a representative, the Board and/or the Superintendent of Schools shall have the right to designate a representative to participate at any stage of the grievance procedure.

LEVEL I.

5. An employee shall first discuss his/her grievance with his/her immediate Supervisor. The employee may present his/her own appeal or designate a representative of the Association to appear with him/her at this step. A decision shall be rendered by the immediate Supervisor within five (5) school days of said hearing.

LEVEL II.

6. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to Paragraph 5 above, the employee shall submit his/her grievance to the Superintendent of Schools in writing, specifying:
 - (a) The nature of the grievance;
 - (b) Dates of occurrence and filing;
 - (c) The results of the previous discussion;
 - (d) The basis of his/her dissatisfaction with the determination;
 - (e) The specific provision/provisions of the Agreement;
 - (f) Remedy sought.
7. A copy of the writing called for in Paragraph 6 above shall be furnished to the immediate supervisor of the aggrieved employee.
8. Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing with reason, advise the employee and his representative, if there be one, of his/her determination and shall forward a copy of said determination to the immediate supervisor of the aggrieved employee.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9 or, in the event a determination by him/her in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by him/her, may appeal to the Board of Education.

LEVEL III.

11. When an appeal is taken to the Board, there shall be submitted to the Board by the aggrieved:

(a) The writing set forth in Paragraphs 6 and 9 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 to the Superintendent and to the adverse party.

12. If the grievant, in his/her appeal to the Board does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where the grievant requests in writing a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within twenty (20) calendar days except during October through February which shall be thirty (30) calendar days from the receipt of the grievance and shall in writing notify the employee, his representative if there be one, the immediate supervisor, and the Superintendent of its determination with reasons given. This time period may be extended by mutual agreement of the parties.

LEVEL IV.

14. In the event an employee is dissatisfied with the determination of the Board s/he shall have the right to arbitration pertaining to the interpretation of this contract pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303 Law of 1968.

A request for arbitration shall be made no later than fifteen (15) calendar 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 demand.

In the event of arbitration, the costs of the arbitrator's services shall be borne equally by the parties and each of the parties shall bear their own costs.

15. (a) Within ten (10) school days after such written notice of submission to arbitration, the Board and the grievant shall attempt to agree upon a mutually acceptable arbitrator, and shall obtain commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey State Board of Mediation by either party. The parties shall then be bound by the rules and procedures of the New Jersey State Board of Mediation in the selection of an arbitrator.

(b) The arbitrator so selected shall confer with the representatives of the Board and the grievant and hold hearings promptly and shall issue his/her decision not later

than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties. The arbitrator does not have the power to add, subtract or otherwise change the terms and conditions of this Agreement.

16. (a) Failure at any step of this procedure to communicate the decision on grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and shall be deemed to constitute an abandonment of the grievance.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

ARTICLE IV.

* BOARD RIGHTS *

It is agreed that the Board retains, without limitations, all powers, rights, and authority vested in it by law, rules and regulations, including the management and direction of all the operation and activities of the school district provided that such rights and responsibilities shall be exercised by the Board in accordance with the provisions of this agreement.

ARTICLE V.

* EMPLOYEE RIGHTS *

- A. An employee in Dunellen Public Schools shall have such rights as s/he may have under New Jersey School Laws, Title 18A, or other applicable laws and regulations of the New Jersey State Board of Education and as indicated in Chapter 303 Public Laws 1968, or other laws of New Jersey or the constitution of New Jersey or of the United States; that the Board shall not discriminate against any teacher by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement.
- B. No employee shall be prevented from wearing official jewelry of membership in the Association or its affiliates.
- C. It is further recognized that employees in the Dunellen Public Schools shall have the right to join, or not to join, the Association.
- D. Required Meetings or Hearings

Whenever any employee is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning discontinuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then s/he shall be given prior notice of the reasons for such meeting or interview and shall be permitted to have a representative from the Association present to advise him/her and represent him/her during such meeting or interview.

ARTICLE VI.

* ASSOCIATION RIGHTS AND PRIVILEGES *

- A. The Board agrees to furnish to the Association within a reasonable time, in response to reasonable requests from time to time, any available public information.
- B. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge or teacher's dining room or suitable location.
- C. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference, or meetings, s/he shall suffer no loss in pay.
- D. Representatives of the Association, Middlesex County Association, the New Jersey Education Association and the National Education Association shall be authorized by the building principal to transact official association business on school property, provided that this shall not interfere with or interrupt normal school operation which determination shall be made by the building principal.
- E. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be authorized to resolve any conflicts which may arise in the use of any particular rooms.
- F. The Association, upon approval of the building principal, or assistant principal, or in the absence of both, the Superintendent of Schools, shall have the privilege to use school facilities and equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use or needed for school purposes. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall be responsible for all costs for damages and/or loss of equipment resulting from Association use. The denial of the use of such equipment should not be for the purpose of interrupting the Association activities.
- G. The Association shall have the privilege to use inter-school mail facilities and school mail boxes as it deems necessary and so long as it does not interfere with school purposes.
- H. The Association may address the new teachers at the conclusion of the orientation program of new teachers.
- I. The Association shall be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of the Agreement by its members during the life of this Agreement.

ARTICLE VII.

* THE WORK YEAR *

A. TEACHERS

1. The school years covered by this Agreement shall each be one hundred eighty eight (188) teacher days. Two (2) additional days may be required during each of the three (3) years for personnel new to the school district prior to the opening of school. None of the aforementioned days are to include the New Jersey Education Association Convention. Unused emergency days will be dropped from the calendar.

2. The calendar for the ensuing school year is to be issued to the faculty prior to the last day of school during each year of this Agreement.

3. All inservice and/or faculty meetings will end no more than ninety (90) minutes following the end of the normal student day, except in the case of an emergency.

B. SECRETARIES

1. The work year for those secretaries employed under a ten (10) month contract shall commence on September 1 and end on June 30 of each school year.
2. The work year for those secretaries employed under a twelve (12) month contract shall commence on July 1 and end on June 30 of each school year. All school secretaries employed on a ten (10) month contract shall comply with the school calendar with regard to holidays and recess of school.
3. Time off for attendance at the N.J.E.A. Convention will be given.

C. MAINTENANCE AND CUSTODIAL WORKERS

1. The work year for those maintenance workers and custodial workers employed under a ten (10) month contract shall commence on September 1 and end on June 30 of each school year.
2. The work year for those maintenance workers and custodial workers employed under a twelve (12) month contract shall commence on July 1 and end on June 30 of each school year.
3. Maintenance workers and custodial workers will not be given any time off to attend N.J.E.A. Conventions.

D. TEACHER AIDES

1. The work year for teacher aides shall be the same as for teachers.

ARTICLE VIII.

* VACATION AND HOLIDAY SCHEDULES * FOR SECRETARIES AND SUPPORT SERVICES PERSONNEL

A. SECRETARIES

1. All secretarial employees shall comply with the school calendar with regard to holidays.
2. All twelve (12) month employees and those employed beyond the ten (10) month period, shall receive Independence Day as a holiday.
3. All secretaries employed for a twelve (12) month period will receive the following vacation:
 - (a) If employed in the system for less than one (1) year--one (1) day per month up to a maximum of one (1) week (five [5] working days).
 - (b) After employment for one (1) year--two (2) weeks (ten [10] working days).
 - (c) After employment in the district for five (5) years--three (3) weeks (fifteen [15] working days).
 - (d) After employment in the system for twenty (20) years--four (4) weeks (twenty [20] working days).

B. CUSTODIAL AND MAINTENANCE PERSONNEL

1. Custodial and maintenance personnel on duty year round and employed on a twelve (12) month contract shall have the following vacation and holidays:
 - (a) If employed in the system for less than one (1) year--one (1) day per month up to a maximum of five (5) working days.
 - (b) If employed in the system for more than one (1) year--two (2) weeks (ten [10] working days).
 - (c) If employed in the system for more than five (5) years--three (3) weeks (fifteen [15] working days).
 - (d) If employed in the system for more than twenty (20) years--four (4) weeks (twenty [20] working days).
 - (e) The vacation period normally extends from July 1 to September 1. Vacation schedules shall be recommended by the Board Secretary subject to final approval of the Superintendent. Exceptions to the vacation period may be permitted at the discretion of the Superintendent based on the recommendation of the Board Secretary. A person hired in July or August will not be entitled to a vacation in that school year.
 - (f) Unused vacation days cannot be accumulated from school year to school year and become void with the beginning of each new school year (July 1).

(g) A month's employment would have to include fifteen (15) calendar days to be counted towards vacation credit.

(h) Holidays are not to exceed thirteen (13) full days. These are to be determined by the Board Secretary subject to the final approval of the Superintendent.

1. All secretarial employees shall comply with the school calendar with regard to holidays.

2. All twelve (12) month employees and those employed beyond the 101 month period shall receive independence pay as a holiday.

3. All secretaries employed for a twelve (12) month period will receive the following vacation:

(a) If employed in the system for less than one (1) year--one (1) day per month up to a maximum of one (1) week (five (5) working days).

a district for five (5) years--three (3) weeks (15) working days.

a system for twenty (20) years--four (4) weeks (20) working days.

B. CUSTODIAL AND MAINTENANCE PERSONNEL

1. Custodial and maintenance personnel on duty year-round and employed on a twelve (12) month contract shall have the following vacation and holidays:

(a) If employed in the system for less than one (1) year--one (1) day per month up to a maximum of five (5) working days.

(b) If employed in the system for more than one (1) year--two (2) weeks (ten (10) working days).

(c) If employed in the system for more than five (5) years--three (3) weeks (15) working days.

(d) If employed in the system for more than twenty (20) years--four (4) weeks (20) working days.

(e) The vacation period normally extends from July 1 to September 1. Vacation schedules shall be recommended by the Board Secretary subject to final approval of the Superintendent. Exceptions to the vacation period may be permitted at the discretion of the Superintendent based on the recommendation of the Board Secretary. A person hired in July or August will not be entitled to a vacation in that school year.

(f) Unused vacation days cannot be accumulated from school year to school year and become void with the beginning of each new school year (July 1).

ARTICLE IX.

1) **TEACHING HOURS AND TEACHING LOAD ***

A. 1. The arrival time for teachers shall reflect the revised start times in each building, but will not exceed fifteen (15) minutes before the beginning of the pupil's school day.

(a) A teacher who is late may be excused by the Building Administrator. Any teacher who is late with an unexcused lateness may have their pay docked for the time they are late. If a teacher has more than five (5) unexcused latenesses in any school year, or for a total of more than thirty (30) unexcused minutes in any school year, the teacher is subject to disciplinary action as follows:

6th unexcused lateness occasion: one (1) hour docked

7th unexcused lateness occasion: one-half (½) day docked

8th unexcused lateness occasion: one (1) day docked

9th unexcused and above lateness occasion: a fine of more than one (1) day's pay, up to and including withholding of increment and/or more severe disciplinary action pursuant to law. Similar penalties may be imposed for unexcused lateness exceeding thirty (30) minutes in a school year.

2. The departure time for teachers shall be twenty (20) minutes after the close of the pupil's school day. On Fridays and days before a holiday or vacation, the teachers shall be permitted to depart five (5) minutes after pupils are dismissed.

3. (a) Every teacher has the responsibility, without the expectation of receiving additional compensation, of assisting students when they require or request help regardless of the above time periods.

(b) In addition to the formal teaching day, teachers will be required to attend faculty, grade level, departmental, curriculum, and similar meetings as designated by either building principals, Director of Student Personnel Services, Superintendent of Schools, or department chairpersons, without the expectation of receiving additional compensation.

4. (a) The total in-school day for teachers shall not exceed seven (7) hours and twenty (20) minutes, which shall include a duty free lunch equal to that of the students.

(b) Notwithstanding paragraph A.4(a), there shall be up to five (5) additional minutes of instructional time added to the teacher's schedules of secondary (7th through 12th) grades in each year of this agreement (July 1, 1995-June 30, 1998), for a total during the third (3rd) year of fifteen (15) minutes, resulting in a seven (7) hour and thirty-five (35) minute day.

- (c) If an individual teacher or group of teachers agree, after consulting with the Association, the Board may adjust their starting and stopping times by up to one (1) hour in either case.
- 5. Any teacher who is required to work beyond the regular school year shall be compensated at 1/200th of annual salary per day. However, this does not apply to completing the requirements of the regular work year.
- B. 1. The administration shall endeavor to assign all departmentalized teachers to a minimum of preparation.
 - (a) Teachers of English, Social Studies, Mathematics, Science, and Foreign Language shall be scheduled for no more than three (3) different academic preparations.
 - (b) Teachers who are asked and agree to teach additional academic preparations shall be compensated by relief of a duty assignment.
- 2. The administration shall endeavor to assign a teacher to no more than three teaching stations in a school day.
- C. Except in an emergency, teachers may leave the building without requesting permission during their scheduled duty-free lunch periods provided they notify the school office of their departure and return while school is in session.
- D. The notice of and agenda for any meetings called by the administration shall be given to the teachers involved at least one (1) day prior to the meeting, except in an emergency.
- E. 1. Teachers in the elementary schools shall, in addition to their lunch period, not be assigned to any other duties during art, music, and physical education.
 - 2. (a) Teachers at Dunellen High School shall be assigned to no more than five (5) teaching and no less than one (1) preparation periods each day.
 - (b) Department chairpersons shall be assigned to no more than four (4) teaching periods, with one preparation and one departmental period.
- F. Administration shall endeavor to make all extra-curricular assignments on a voluntary basis. Any disagreement as to assignment of extra duties may be grieved up to Level III of the grievance procedure. Both parties agree to abide by the decision made at that level.
- G. 1. Teachers who are asked and agree to teach a sixth (6th) class shall be compensated with an additional preparation period.
 - 2. Teachers who are asked and agree to teach a seventh (7th) class shall be compensated at a rate of one-fifth (1/5) of their base salary. And to the degree deemed administratively feasible, teachers who teach seven periods shall not be assigned a homeroom nor to supervise detention.

ARTICLE X

* WORKING HOURS FOR SECRETARIES *

- A. 1. All secretaries shall report to work fifteen (15) minutes before the teachers and shall depart forty (40) minutes after the close of the pupil's day with one (1) hour for lunch. On Fridays and days before a holiday, the work day shall end twenty (20) minutes after the end of the pupil day.
2. Summer Hours: Six (6) hours, exclusive of the lunch hour.
- B. Secretaries must notify the Principal if they leave the building during the lunch hour.
- C. The notice of the agenda for any meetings called by the Administration shall be given to the secretaries involved at least one (1) day prior to the meeting, except in an emergency.
- D. Each work day shall include a fifteen (15) minute coffee/rest break in the morning as well as a fifteen (15) minute coffee/rest break period in the afternoon.

ARTICLE XI.

* WORKING HOURS * FOR CUSTODIAL AND MAINTENANCE EMPLOYEES

- A. Full-time employment is eight (8) hours per day, not including a one-half (½) hour lunch period, five (5) days week. The starting time shall be set by the Board Secretary. All personnel covered by this guide shall have two fifteen (15) minute breaks during the day in addition to the one half (½) hour lunch break.
- B. Custodial and maintenance personnel shall report for work when schools are closed for storm days, and other recesses, except on designated holidays.
- C. Custodial and maintenance personnel are required to report for work when needed, as directed by the Board Secretary. Employees are to be called on a rotating basis so that overtime hours may be distributed equitably, with priority given for overtime work on the basis of seniority. If an employee is required to return to work at the request of the Board Secretary to perform work during hours other than his/her assigned work shift, that employee shall be guaranteed payment for a minimum of two (2) hours of work at time and a half, notwithstanding the fact that the employee may complete the work for which s/he has been required to report in less than two (2) hours time.
- D. All custodial and maintenance personnel are required to possess a boiler license or must obtain said license within six (6) months of being employed by the Board of Education. Said license shall entitle them to receive an additional \$150.00 stipend.

ARTICLE XII.

* CLASS SIZE *

Both parties agree that the size of every class should be maintained at the level at which the teacher can effectively develop the skills and abilities of the students.

Class size shall be determined by the Board. However, any disagreement as to class size may be grieved up to Level III of the grievance procedure and both parties agree to abide by the decision made at that level.

ARTICLE XIII.

* NON-TEACHING DUTIES *

1. Teachers shall be required on an equitable basis to perform non-teaching duties as scheduled by their respective principals.
2. Teachers shall be required to attend no more than five (5) evening functions as assigned or directed each school year, except in an emergency.
3. The Board shall maintain insurance in compliance with RS 18A: 16-6.
4. Teachers who use or might use their personal vehicles to transport students at any time must first furnish proof of Automobile Liability Insurance to the Administration before transporting any students in their personal vehicle.
5. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his/her principal or immediate supervisor. S/he shall be compensated at the rate of thirty (30¢) per mile for use of his/her automobile.

ARTICLE XIV.

* EMPLOYMENT PROCEDURES *

A. TEACHER EMPLOYMENT

1. (a) Each teacher shall be placed on his/her proper full step of the salary schedule for each succeeding school year of this Agreement in accordance with paragraph (b) below.
- (b) Credit up to ten (10) years of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provision of Article XV. Additional credit not to exceed four (4) military experience shall be upon initial employment. However, the salary step number does not necessarily reflect years of experience. The Board of Education may, at its discretion, exceed the above limits.

2. Previously accumulated unused leave days will be restored to all teachers returning within a two (2) year period.
3. Teachers shall be notified of their contracts and salary status for the ensuing year by no later than April 30, and, in return, must notify the Board of their decision whether to accept or reject employment by May 8.
4. Those teachers eligible for the granting of tenure must undergo a physical examination prior to the granting of tenure, said examination to be at the expense of the Board of Education; and the results of said examination must be submitted to the Board of Education by April 1st.

B. NON-CERTIFICATED PERSONNEL

No secretary and/or teacher shall be required to dispense a prescription drug to a student in the Dunellen School System, it being understood that the dispensing of prescription drugs to students is the responsibility of the school nurse.

5. Previously accumulated unused leave days will be restored to all teachers returning within a two (2) year period.

3. Teachers shall be notified of their contracts and salary status for the coming year by no later than April 30, and, in return, must notify their decision whether to accept or reject any

ARTICLE XV.

4. Those teachers eligible for the granting of tenure must undergo a physical examination prior to the granting of tenure. Said examination to be at the expense of the Board of Education; and the results of said examination must be submitted to the Board of Education by April 1st.

SALARY GUIDES

AND

STIPEND SCHEDULES

July 1, 1995 - June 30, 1998

TEACHER'S SALARY GUIDE 1995-96

STEP	B.A.	BA+30	M.A.	MA+30
1	29,906	30,850	31,827	33,636
2	31,087	32,031	33,008	34,817
3	32,346	33,290	34,267	36,076
4	33,573	34,517	35,494	37,303
5	35,025	35,969	36,946	38,755
6	36,479	37,423	38,400	40,209
7	37,907	38,851	39,828	41,637
8	39,057	40,001	40,978	42,787
9	40,844	41,788	42,765	44,574
10	42,667	43,611	44,588	46,397
11	44,517	45,461	46,438	48,247
12	46,325	47,269	48,246	50,055
13	48,209	49,153	50,130	51,939
14	49,995	50,939	51,916	53,725
15	52,153	53,097	54,074	55,883
16	55,367	56,339	57,346	59,209

Longevity pool is \$20,000

LONGEVITY: To be divided among all twenty year teachers (in Dunellen).

The salary step number does not necessarily reflect years of experience.

TEACHER'S SALARY GUIDE 1996-97

STEP	B.A.	BA+30	M.A.	MA+30
1	30,188	31,132	32,109	33,918
2	31,369	32,313	33,290	35,099
3	32,535	33,572	34,524	36,358
4	33,854	34,799	35,776	37,585
5	35,137	36,201	37,128	39,037
6	36,656	37,705	38,632	40,491
7	38,179	39,133	40,110	42,064
8	39,674	40,433	41,660	43,169
9	40,876	41,970	42,847	44,756
10	42,746	43,893	44,720	46,624
11	44,654	45,743	46,620	48,529
12	46,592	47,551	48,573	50,447
13	48,000	49,000	50,000	52,000
14	51,092	52,051	53,073	54,947
15	53,342	54,301	55,323	57,197
16A	55,599	56,571	57,578	59,441
16B	57,614	58,625	59,671	61,609

Longevity pool is \$20,000

LONGEVITY: To be divided among all twenty year teachers (in Dunellen).

The salary step number does not necessarily reflect years of experience.

TEACHER'S SALARY GUIDE 1997-98

STEP	B.A.	BA+30	M.A.	MA+30
1	30,338	31,282	32,259	34,068
2	31,727	32,714	33,736	35,628
3	32,962	33,949	34,971	36,864
4	34,250	35,266	36,330	38,180
5	35,629	36,550	37,572	39,464
6	36,971	38,016	39,054	40,983
7	38,560	39,589	40,627	42,504
8	40,153	41,083	42,105	44,217
9	41,717	42,443	43,794	45,305
10	42,974	44,051	45,036	47,033
11	44,930	46,062	46,995	48,987
12	46,926	47,997	48,983	50,911
13	48,953	49,956	51,025	52,986
14	52,420	53,436	54,508	57,481
15	55,955	56,984	58,059	61,044
16	59,342	60,383	61,461	63,457

Longevity pool is \$20,000

LONGEVITY: To be divided among all twenty year teachers (in Dunellen).

The salary step number does not necessarily reflect years of experience.

Extra Curricular Guide 1995-98

Curricular Activities	1995-96			1996-97			1997-98		
	Percent Increase = 4.0%			Percent Increase = 4.0%			Percent Increase = 4.0%		
Chairpersons:	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Business/Foreign Language	1703	2269	2838	1772	2360	2952	1843	2454	3070
English	1703	2269	2838	1772	2360	2952	1843	2454	3070
Math	1703	2269	2838	1772	2360	2952	1843	2454	3070
Physical Ed./Health	1703	2269	2838	1772	2360	2952	1843	2454	3070
Science	1703	2269	2838	1772	2360	2952	1843	2454	3070
Social Studies	1703	2269	2838	1772	2360	2952	1843	2454	3070
Computer Education	1703	2269	2838	1772	2360	2952	1843	2454	3070
Fine Arts	1703	2269	2838	1772	2360	2952	1843	2454	3070
Guidance Director	2406	3206	4009	2502	3334	4169	2602	3467	4336
Audio Visual Aide Coordinators:									
High School	1204	1605	2007	1252	1669	2087	1302	1736	2170
Faber School	787	1051	1314	819	1093	1366	852	1137	1420
Whittier School	787	1051	1314	819	1093	1366	852	1137	1420
Coordinator of Office Experience:									
1-10 students	1556	2077	2596	1618	2160	2700	1683	2246	2807
11-15 Students	2226	2968	3709	2315	3087	3857	2408	3210	4011
16-20 students	3342	4456	5563	3476	4635	5785	3615	4820	6017
21+ students	4451	5936	7418	4629	6173	7714	4814	6420	8023
Athletic Activities:									
Athletic Director	2397	3195	3992	2493	3323	4151	2593	3456	4317
Baseball - Varsity Director	2536	3380	4224	2636	3515	4392	2741	3655	4568
Baseball - JV Coach	1747	2330	2911	1817	2423	3027	1890	2520	3148
Basketball - Boys Varsity	2900	3868	4834	3016	4022	5027	3136	4183	5228
Girls Varsity	2900	3868	4834	3016	4022	5027	3136	4183	5228
Boys JV	1922	2565	3205	1999	2667	3334	2079	2774	3467
Girls JV	1922	2565	3205	1999	2667	3334	2079	2774	3467
Boys Frosh	1747	2330	2911	1817	2423	3027	1890	2520	3148
Boys 7 & 8	1041	1388	1734	1082	1444	1803	1126	1502	1875
Girls 7 & 8	1041	1388	1734	1082	1444	1803	1126	1502	1875
Cross Country - Varsity Coach	2536	3380	4224	2637	3515	4393	2742	3656	4569
Football - Varsity Coach	3305	4406	5508	3437	4583	5728	3575	4766	5957
Assistant Coach	2179	2905	3632	2266	3021	3777	2357	3142	3928
Trainer	1602	2137	2670	1666	2223	2776	1732	2312	2888
Golf - Varsity Coach	1089	1396	1671	1082	1389	1738	1084	1444	1808
Gymnastics - Varsity Coach	850	1133	1414	884	1178	1471	919	1225	1530
Assistant Coach	594	790	989	617	822	1029	642	855	1070
Intramurals 7 & 8 Coach	723	963	1204	752	1002	1252	782	1042	1303
Softball - Varsity Coach	2536	3380	4224	2637	3515	4393	2742	3656	4569
JV Coach	1747	2330	2911	1817	2423	3027	1890	2520	3148
Tennis - Varsity Coach	2536	3380	4224	2637	3515	4393	2742	3656	4569
Track - Varsity Coach	2536	3380	4224	2637	3515	4393	2742	3656	4569
Assistant Coach	1747	2330	2911	1817	2423	3027	1889	2520	3148
Wrestling - Varsity Coach	2536	3380	4224	2637	3515	4393	2742	3656	4569
Assistant Coach	1747	2330	2911	1817	2423	3027	1889	2520	3148
Weight Room (Quarterly)	347	464	577	361	483	600	376	502	624
Other Extra Curricular:									
Cheerleader - Football	706	942	1178	734	980	1225	764	1019	1274
Basketball	706	942	1178	734	980	1225	764	1019	1274
7 & 8 Coach	378	503	630	393	523	655	408	544	682
Competition	649	864	1082	675	899	1125	702	935	1170
Dramatics	1267	1689	2112	1317	1757	2197	1370	1827	2285
Inst. Music - Director	1875	2502	3126	1950	2602	3251	2028	2706	3381
Assistant	629	963	1204	654	1002	1252	681	1042	1303
Literary Magazine Advisor	657	878	1098	683	912	1142	711	949	1188
Newspaper Advisor	1076	1435	1792	1119	1493	1864	1164	1552	1938
Class Advisor - 9			315			327			341
10			420			437			454
11			525			546			568
12			1051			1093			1137
Stud. Council Adv. - 9-12	1090	1452	1815	1134	1510	1887	1179	1570	1963
7-8	723	961	1203	752	1000	1251	782	1039	1301
Vocal Music - Director	1875	2502	3126	1950	2602	3251	2028	2706	3381
Assistant	649	864	1082	675	899	1125	702	935	1170
Yearbook - Advisor	1555	2074	2593	1617	2157	2696	1682	2243	2804
Assistant	676	900	1124	703	936	1169	731	973	1216
Rogate Advisor	649	864	1081	675	899	1124	702	935	1169
Spanish Club Advisor	649	864	1081	675	899	1124	702	935	1169
French Club Advisor	649	864	1081	675	899	1124	702	935	1169
Key Club Advisor	649	864	1081	675	899	1124	702	935	1169
Decathlon of Knowledge Advisor	649	864	1081	675	899	1124	702	935	1169
Biology Club	649	864	1081	675	899	1124	702	935	1169
Chess Club/Juggling Club (Faber)	649	864	1081	675	899	1124	702	935	1169
Art Club (DHS)	649	864	1081	675	899	1124	702	935	1169
Homework Club (Faber and DHS)	649	864	1081	675	899	1124	702	935	1169
Honor Society Advisor	649	864	1081	675	899	1124	702	935	1169
7th/8th Grade Advisor	649	864	1081	675	899	1124	702	935	1169
Tutoring Fee			29			30			31

It is understood that the responsibilities and requirements for these activities are at the building administrator's discretion.

TEACHER AIDE SALARY GUIDE

STEP	1995-1996	1996-97	1997-1998
1	10,000	10,209	10,417
2	10,480	10,460	10,679
3	10,633	10,962	10,941
4	10,785	11,122	11,466
5	11,245	11,281	11,633
6	11,705	11,774	11,800
7	12,165	12,267	12,316
8	12,645	12,764	12,831
9	13,125	13,263	13,391
10	13,605	13,761	13,861

Everyone moves up a step each year of the contract.

SECRETARIES' SALARY GUIDE 1995 - 1998

	GENERAL SECRETARIES			ELEMENTARY PRINCIPALS' SECRETARIES*			HIGH SCHOOL PRINCIPAL'S SECRETARY		
	1995-96	1996-97	1997-98	1995-96	1996-97	1997-98	1995-96	1996-97	1997-98
A	15,634	15,853	16,062	16,170	16,414	16,649	22,676	23,219	23,767
B	16,115	16,353	16,582	16,651	16,914	17,169	23,157	23,719	24,287
C	16,611	16,856	17,105	17,147	17,417	17,692	23,653	24,222	24,810
D	17,123	17,375	17,632	17,659	17,936	18,218	24,165	24,741	25,336
E	17,652	17,911	18,174	18,188	18,471	18,761	24,694	25,277	25,879
F	18,198	18,464	18,735	18,734	19,025	19,321	25,240	25,830	26,439
G	18,837	19,035	19,313	19,373	19,596	19,900	25,879	26,401	27,018
H	19,500	19,704	19,911	20,036	20,264	20,497	26,542	27,069	27,615
I	20,187	20,397	20,610	20,723	20,958	21,196	27,229	27,763	28,315
J	20,898	21,116	21,335	21,434	21,676	21,922	27,940	28,482	29,040
K	21,635	21,859	22,087	22,171	22,420	22,673	28,677	29,225	29,792
L	22,148	22,630	22,865	22,684	23,191	23,451	29,190	29,996	30,570
M	22,673	23,167	23,671	23,209	23,727	24,258	29,715	30,533	31,376
N	23,496	23,716	24,232	24,032	24,277	24,819	30,538	31,082	31,937
O	24,349	24,577	24,807	24,885	25,137	25,393	31,391	31,943	32,512
P	25,234	25,469	25,707	25,770	26,030	26,294	32,276	32,835	33,412
Q	26,152	26,395	26,641	26,688	26,955	27,227	33,194	33,761	34,345
R	27,104	27,355	27,609	27,640	27,916	28,195	34,146	34,721	35,314
S	28,643	29,961	31,339	29,190	30,532	31,937	35,826	36,474	37,198

*Shall include High School Assistant Principal, Guidance Secretary, and Secretary to the Director of Special Services

ARTICLE XVI.

* COMPENSATION PROCEDURES *

- A. Personnel employed on a ten (10) month basis shall be paid in twenty (20) equal semimonthly installments. Those employed on a twelve (12) month basis shall be paid in twenty-four (24) semimonthly installments.
- B. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.
- C. The Board of Education further reserves all rights pertaining to salaries which are provided to the Board under Title 18A of New Jersey Statutes as amended and interpreted by the decisions of the Commissioner of Education, State Board of Education, and the Courts of New Jersey, and incorporate all applicable sections of said Title as a part hereof.
- D. Teachers shall receive their salary adjustment upon submitting proof of their completion of requirements for a new salary classification provided requirements are completed by August 31 and notice given to the Superintendent by September 15. The salary adjustment shall be retroactive to September 1.
- E. Teachers being paid for supervising extra duty assignments have the option of electing one of three payment plans:
 1. Full payment upon completion of assignment.
 2. Two (2) equal payments of the assignment - One (1) in the middle of the assignment and one (1) at the end of the assignment.
 3. Payment in ten (10) equal monthly installments.
- F. Each teacher shall receive his/her final pay on the last check out day in June. If the salary guide for the forthcoming school year has been agreed upon by the Board of Education and the Dunellen Education Association, each teacher shall also receive the salary guide for said year on the last check out day in June.

ARTICLE XVII.

* WITHHOLDING OF INCREMENT *

- A. Any Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the Commissioner under rules prescribed by him/her. The Commissioner shall consider such appeal and shall either affirm the action of the Board of Education or direct that the increment or increments be paid. The Commissioner may designate an Assistant Commissioner of Education to act for him/her in his/her place

and with his/her powers on such appeals.

- B. This shall not be subject to the grievance procedure.
- C. If s/he so desires, the teacher shall have a hearing before the Board prior to appealing to the Commissioner.
- D. It is understood that an employee at maximum may be penalized a sum equal to the average step increment.

ARTICLE XVIII.

* TEACHER ASSIGNMENT *

- A. All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, and of their tentative building and room assignments for the forthcoming year not later than the last teaching day of school. If this information is not available, the Association shall be provided with a reasonable explanation by the aforementioned date. However, all tentative assignments for the coming year must be distributed no later than July 15th.
- B. Teachers who may be to use their own automobiles in the performance of their duties and teachers who are assigned to than one (1) school per day and who therefore use their own automobiles to travel to and from one school to another shall be reimbursed for all such travel at the rate of 30¢ per mile for all vouchers submitted. Payment shall be made at the end of the school year or upon termination of employment or going on leave. A log will be maintained and submitted to the Business Office at the end of each month.
- C. In the event that changes in such schedules, class and/or subject assignments, or building assignments are proposed after the last teaching day of school, the Association and any teacher affected shall be notified, in writing and, upon the request of the teacher and the Association, the changes shall be reviewed between the Superintendent or his/her representative and the teacher affected and at his/her option a representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure set forth herein up to Level III and both parties agree to abide by the decision made at that level.

ARTICLE XIX.

NOTICE OF VACANT POSITIONS

- A. When school is in session, all vacancies in positions, including specialists and/or special project teachers, pupil personnel workers, positions in programs funded by the Federal Government, administrative supervisory levels, paid extra-curricular activities, secretarial, maintenance, custodial, cafeteria, and summer or evening positions will be submitted in writing to the President and Building Representatives of the Association prior to a general announcement to sources outside the school system.

- B. All applications shall be acknowledged in writing.
- C. Teachers who desire to apply for a professional position when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply. Such notice shall be sent as far in advance as practicable. In addition, a copy for each building of vacant professional positions to be filled shall be given to the President of the Association, who shall acknowledge receipt of same in writing.
- D. In the situation set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation shall be generally set forth. When qualifications set forth for a particular position are changed, the Association shall be notified in advance of such changes.
- E. All employees shall be given adequate opportunity to make application for positions for which they qualify.

ARTICLE XX.

*** SICK LEAVE AND LEAVE OF ABSENCE FOR *
HEALTH REASONS FOR TEACHERS**

All employees who are steadily employed by the Board of Education shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year in accordance with the provisions of the State School Statutes and local Board of Education rules and regulations pertaining thereto.

TEACHERS LEAVE OF ABSENCE FOR HEALTH REASONS

- 1. A leave of absence for one year without pay may be granted to a tenure teacher because of ill health which renders him/her unable to properly fulfill the duties and responsibilities of his/her teaching assignment.

This regulation is not intended to supersede or conflict with the ten (10) day annual sick leave and the accumulation thereof as provided by school law.

- 2. A leave when granted will be for a period of not more than one (1) school year. A teacher on leave who by virtue of extenuating circumstances is obliged to request an extension of his/her leave of absence may apply for a second year's leave by submitting an application sixty (60) days prior to the expiration of the existing leave.

- 3. The procedure which shall be used in implementing this policy shall be as follows:

- (a) A written request by the applicant to the Board of Education through the Superintendent of Schools.
- (b) A doctor's certificate indicating the applicant's state of health. The applicant's request and the doctor's certificate

shall constitute the application for the leave of absence and must be submitted simultaneously.

- (c) Upon receipt of the application, the Board of Education may choose to have the applicant examined by a doctor(s), general practitioner or specialist, including psychiatrist of its own choice who shall report his/her (their) findings and render professional advice to the Board of Education. Such costs shall be borne by the Board.
- (d) The Board shall make its decision based on the information received. The decision of the Board of Education shall be final.
- (e) Before resuming his/her teaching duties following a leave of absence, the teacher shall submit to the Board of Education a doctor's certificate indicating that s/he has been discharged by his/her attending physician. The Board of Education reserves the prerogative of having the teacher examined by a doctor(s) of its choice before the teacher is reinstated in his/her teaching position. Such costs shall be borne by the Board.

4. Commencement and termination dates of anticipated leaves shall be determined accordingly in order to preserve the educational continuity.

5. A teacher returning from a leave will be placed on salary guide in accordance with the following:

If s/he has taught at least five (5) calendar months of the school year s/he shall be given one (1) full increment.

6. A teacher who exceeds his/her allowable sick leave, both current and accumulated, is subject to a deduction at the rate of 1/200th of his/her annual salary for each day of said excess.

(a) Any case where this deduction is applicable, the Board, at its discretion, may grant additional sick leave benefits.

(b) The Board shall notify the Association of its decision.

(c) At the request of the Association, representatives of the Association shall meet with the Board to discuss the Board's action in the case.

(d) Any decision made concerning such extended sick leave benefits shall not be subject to the grievance procedure.

7. All teachers shall also be given the written accounting of accumulated sick leave each year.

8. Payment of Unused Sick Leave at Retirement. The parties understand that all employees who have served fifteen (15) years in Dunellen and who have accumulated 0-99 days shall be compensated at the rate of \$15.00 per day up to \$1,485 maximum. It is further understood that those who have accumulated one hundred (100) or more days shall be compensated at the rate of \$20.00 per day with no limit. For example: 100 days = \$1,505; 200 days = \$3,505.

9. Unused personal days will be transferred to accumulated sick leave days beginning with the 1984-1985 school year.

ARTICLE XXI.

* SICK LEAVE AND LEAVE OF ABSENCE *

FOR HEALTH REASONS FOR SECRETARIES AND TEACHER AIDES

A. SICK LEAVE FOR SECRETARIES AND AIDES

1. A secretary or aide who is under contract with the Board of Education shall be allowed ten (10) days per year sick leave in accordance with the provisions of the State School Statutes and local Board of Education Rules and Regulations pertaining thereto.
2. Secretaries or aides employed for twelve (12) months shall receive twelve (12) sick days.

B. LEAVE OF ABSENCE FOR HEALTH REASONS FOR SECRETARIES AND AIDES

1. A leave of absence for one (1) year without pay may be granted to an aide or a tenure secretary because of ill health which renders him/her unable to properly fulfill the duties and responsibilities of his/her assignment.

This regulation is not intended to supersede or conflict with the ten (10) or twelve (12) day annual sick leave and the accumulation thereof as provided by school law.

2. A leave when granted will be for a period of not more than one (1) school year. A secretary or an aide on leave who by virtue of extenuating circumstances is obliged to request an extension of his/her leave of absence may reapply sixty (60) days prior to the expiration date of the existing leave.
3. The procedure which shall be used in implementing this policy shall be as follows:
 - (a) A written request by the applicant to the Board of Education through the Superintendent of Schools.
 - (b) A doctor's certificate indicating the applicant's state of health. The applicant's request and the doctor's certificate shall constitute the application for the leave of absence and must be submitted simultaneously.
 - (c) Upon receipt of the application, the Board of Education may choose to have the applicant examined by a doctor(s), general practitioner or specialist, including psychiatrist, of its own choice who shall report their findings and render their professional advice to the Board of Education. Such costs shall be borne by the Board.
 - (d) The Board shall make its decision based on the information received. The decision of the Board of Education shall be

final.

- (e) Before resuming his/her duties following a leave of absence, the secretary or aide shall submit to the Board of Education a doctor's certificate indicating that s/he has been discharged by his/her attending physician. The Board of Education reserves the prerogative of having the secretary examined by a doctor(s) of its choice before the secretary is reinstated in his/her secretarial position. Such costs shall be borne by the Board.
4. Commencement and termination dates of anticipated leaves shall be determined accordingly in order to preserve the educational continuity.
5. A secretary or aide returning from a leave will be placed on salary guide in accordance with the following:
- s/he has worked at least five (5) calendar months of the school year, s/he shall be given one full increment.
6. A secretary or aide who exceeds his/her allowable sick leave, both current and accumulated, is subject to a deduction at the rate of 1/200th of his/her annual salary for each day of said excess.
- (a) Any case where this deduction is applicable, the Board, at its discretion, may grant additional sick leave benefits.
- (b) The Board shall notify the Association of its decision.
- (c) At the request of the Association, representatives of the Association shall meet with the Board to discuss the Board's action in the case.
- (d) Any decision made concerning extended sick leave benefits shall not be subject to the grievance procedure.

ARTICLE XXII.

* SICK LEAVE FOR * CUSTODIAL AND MAINTENANCE PERSONNEL

- A. All custodial and maintenance personnel who are employed on a ten (10) month contract shall receive ten (10) sick leave days annually, all of which shall be accumulative if unused. Those custodial and maintenance personnel who are employed on a twelve (12) month contract shall receive twelve (12) sick days annually, all of which shall be accumulative if unused.
- B. The Board shall consider the application of any eligible employee for an extension of sick leave, pursuant to law, when the employee's own bank of accumulated sick leave is exhausted.

ARTICLE XXIII.

* TEMPORARY LEAVES OF ABSENCE FOR * TEACHERS, SECRETARIES, TEACHER AIDES CUSTODIAL, AND MAINTENANCE EMPLOYEES

Employees shall be entitled to the following temporary leaves of absence with full pay each year:

1. (a) A total of three (3) days leave of absence for personal business, legal business, or household or family matters which require absence during school hours.
 - (b) Four (4) days notice shall be given to the Principal or Supervisor by the employee. In the case of emergency, notice will be given to the Principal or Supervisor and the Substitute Service will be notified as soon as possible.
 - (c) Employees may take consecutive days without approval for religious reasons.
 - (d) Approval may be granted or denied by the Principal or Supervisor in the event of:
 - (1) Second or third emergency day in a school year.
 - (2) Consecutive days for other than religious reasons.
2. (a) Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system.
 - (b) Summons to Court for other than personal reasons.
3. (a) Up to five (5) days at any one (1) time in the event of death of an employee's spouse, child, grandchild, grandparents, parent, brother, sister, and any relative residing in the immediate household or bonafide domestic partner residing in the immediate household.
 - (b) With the approval of the Superintendent of Schools, up to five (5) days at any one (1) time in the event of death of a son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, and sister-in-law.
 - (c) Up to a total of five (5) days in any one (1) school year, in the event of serious illness of the relatives defined in Section 3 (a) of this article.
 - (d) With the approval of the Superintendent of Schools, up to five (5) days at any one (1) time in the event of serious illness to relatives defined in Section 3 (b) of this article.
4. Unused personal days will be transferred to accumulated sick leave days beginning with the 1984-85 school year.
5. The Board reserves the right to treat separately any case which it deems exceptional and worthy of such consideration.

6. An employee who has a need for personal leave which is either in excess of the annual three (3) days of personal leave and/or which does not fall within the parameters for excused personal leave, shall file a request for such leave with the Board Secretary no later than the Friday preceding the Board of Education's agenda meeting. Both parties agree to abide by the decision made by the Board of Education.

ARTICLE XXIV.

* EXTENDED LEAVES OF ABSENCE FOR * TEACHERS, SECRETARIES, TEACHER AIDES CUSTODIAL, AND MAINTENANCE EMPLOYEES

- A. A leave of absence for maternity may be granted to teachers, secretaries, aides, and custodial and/or maintenance employees of the Dunellen School System in accordance with the regulations which apply thereto.
- B. 1. A teacher, secretary, aide, custodial and/or maintenance employee requesting maternity leave of absence shall submit a written request to the Superintendent or the Business Manager, as the case may require, to the office of her building Principal, at the earliest possible date not later than sixty (60) days prior to the effective date of the leave.
2. Commencement and termination dates of anticipated child rearing and disability leaves shall be determined accordingly in order to preserve the educational continuity.
3. A maternity leave of absence shall be granted without pay.
4. A teacher, secretary, aide, custodial and/or maintenance employee returning from maternity leave shall be placed on the salary guide according to the following procedure:
If s/he has worked at least five (5) calendar months of the school year, s/he shall be given one (1) full increment.
5. Unused accumulated sick leave shall be restored to tenure and non-tenure teachers, secretaries, aides, custodial and/or maintenance employees returning to the system within two (2) years.
- C. All extensions or renewals of leaves shall be applied for in writing and, if granted, shall be granted in writing.
- D. Teachers may be granted a leave of absence without pay for educational purposes on approval of the Superintendent, provided that a suitable substitute can be found. Teachers on an extended leave of absence for education purposes will be eligible for tuition reimbursement for courses taken during the leave in accordance with Board policy.

ARTICLE XXV.

* PROFESSIONAL DEVELOPMENT *

- A. Employees who begin their actual employment on or after July 1, 1995, must, as a condition of receiving an increment, take three (3) approved graduate credits every two (2) years, pursuant to the Board's reimbursement policy.
- B. A Professional Development Committee shall be established, comprised of an equal number of Association Representatives and Administration/Board representatives. This Committee shall study a program of professional development for all employees during the first year of this Agreement. The Committee shall develop the program during the second year of this Agreement, and shall implement the program in the third year of this Agreement. Such a program may replace the program for new employees outlined in paragraph A of this Article.

ARTICLE XXVI.

* PERSONAL AND ACADEMIC FREEDOM *

A. PERSONAL FREEDOM

The personal life of an employee is not an appropriate concern or attention of the Board of Education, except as it may prevent the employee from performing properly his/her assigned functions or detract from his/her professional image.

B. ACADEMIC FREEDOM

It shall be the sense of this Agreement that the Board of Education intends to protect the students and teachers of this district from arbitrary restraints imposed by community groups or individual citizens who thereby attempt to negate the exercise of sound professional judgment in the instructional program of the district.

ARTICLE XXVII.

* TEACHER EVALUATION *

A. NON-TENURE TEACHERS

1. The Frequency of Evaluations - Non-tenure teachers shall be evaluated by their Supervisors at least three (3) times, each occurring on separate days, in each school year to be followed in each instance by a written evaluation report and by an opportunity for a conference between the teacher and his/her Supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction.
2. Duration of Evaluation - Evaluations, in each instance, shall consist of at least one (1) in-classroom observation which shall be of at least thirty (30) minutes duration in the elementary

school and which shall be at least one (1) period in duration in the high school.

3. **Basis for Evaluations** - Evaluations need not be limited to classroom performance but may include an evaluation of the teacher's total performance. Evaluations may be based in part on the subjective judgment of the Supervisor and the total impression given by the employee in the performance of his/her assigned duties. An employee may be evaluated with respect to his/her performance in an extra-curricular activity for which the employee is being paid, but this evaluation shall not be used to evaluate the employee's total performance as a teacher.
4. **Open Evaluation** - All monitoring, or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address system, cameras, audio systems, and similar surveillance devices is strictly prohibited.
5. **Evaluation by Certificated Supervisors** - Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction. The term "supervisors" as used herein is defined to be a person properly certificated by the New Jersey State Board of Examiners to supervise instruction. Supervisors may make reference to observation reports made by department chairpersons in their evaluations.
6. **Copies of Evaluation** - A teacher shall be given a copy of any evaluation report prepared by his/her Supervisor at least one (1) day before any conference is held to discuss the report. No such report shall be submitted to the Central Office, placed in the teacher's file or submitted to the Board of Education without prior conference between the Supervisor and the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
7. **Contents of Evaluation Reports** - Evaluation reports shall be presented to each teacher by his/her Supervisor in accordance with the following procedures:
 - (a) Such reports shall be issued in the name of the Supervisor.
 - (b) Such evaluation reports shall be addressed to the teacher.
 - (c) Such reports shall be written in narrative form and may include:
 - (1) Strength of the teacher as evidenced during the period since the previous report.
 - (2) Weaknesses of the teacher as evidenced during the period since the previous report.
 - (3) Specific suggestions which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

ARTICLE XXVIII.

* PERSONNEL RECORDS *

It is necessary for the orderly operation of the school district to prepare a file for the retention of all papers bearing upon an employee's duties and responsibilities to the district and the district's responsibilities to the employee.

The Board requires that sufficient records exist to insure an employee's qualifications for the job held, compliance with federal, state and local benefit programs, conformance with district rules, and evidence of completed evaluations.

All official records of all personnel shall be kept on file in the Board of Education Office under the direct supervision of the Superintendent. Only that information which pertains to the duties and responsibilities of the employee and submitted by duly authorized school administrative personnel and the Board of Education may be entered in the employee's official record file. A copy of each such entry shall be given to the employee. The Board reserves the right to include in the employee's file any correspondence initiated by the employee to the administration or Board.

Personnel records shall be available to Board members and school administrators. The general public may have access to only that information included in the minutes of the Board.

An employee shall have the right, upon written request, to review the contents of his/her personnel file and to receive copies at the employee's expense of any documents contained therein. Once every five (5) years, an employee shall have the right to indicate those documents and/or other materials in his/her file which the employee believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, the Superintendent or his/her designee determines that the documents are obsolete or otherwise inappropriate to retain, they shall be destroyed.

Material in File - No information pertaining to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents, thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the filed copy. Any correspondence addressed to an Administrator or the Board of Education by an employee may be placed in his/her personnel file.

Cost for Copies - Personnel wishing a copy(s) of their records other than those already provided shall be charged the following cost:

First page to tenth page.....	\$0.50 per page
Eleventh page to twentieth page.....	\$0.25 per page
All pages over twenty.....	\$0.10 per page

ARTICLE XXIX.

* HEALTH INSURANCE AND DENTAL INSURANCE *

- A. The Board shall pay the premium required for the enrollment of each eligible employee as listed in Article I, and his/her eligible dependents, in the program of hospital, medical, and surgical insurance as provided by Blue Cross-Blue Shield, Rider J and major medical insurance, or an equivalent program, for the duration of this Agreement.
- B. It is agreed that the CIGNA Program provided by the Board is equivalent to the New Jersey State Health Benefits Program and to the New Jersey Dental Service Plan. The Association consents to the change to CIGNA from those carriers.
- C. The Board also agrees to procure a Dental Plan from the New Jersey Dental Service Plan for covered employees only, the cost for which shall be paid for by the Board of Education with the following limitations:
1. The total expense to the Board of Education to fund the Dental Plan shall not exceed \$15,000.00.
 2. In the event the Dental Plan during any of the above periods exceeds the limits set forth in this Agreement, any excess premium costs shall be deducted from the pay of the employees.
 3. An employee wishing to obtain coverage under the Dental Plan for his/her family or spouse may do so at his/her own expense provided employee interest in the plan permits the carrier to offer such a plan at group rates. Payment shall be made through monthly payroll deduction.
- D. Notwithstanding Paragraphs A-C of this Article, employees who begin their actual employment on or after July 1, 1995, will be provided with the Board-paid "DPP" (managed care) plan for themselves and their dependents only; other forms of the health coverage shall be available to such employees, but such employees must pay any additional premiums themselves.
- E. Notwithstanding Paragraphs A-D of this Article, the Board shall have the right to offer to members of the bargaining unit an incentive payment for waiving Board health insurance in the amount of fifty (50) percent of the premium savings to any member of the bargaining unit who can establish that they already have coverage. The Board reserves the right to require a minimum amount of such waivers before engaging in the program, and also reserves the right not to offer such a program. If such a program is provided, it shall allow for an annual payment based upon an annual decision, and shall provide for coverage of the employee if the employee should lose coverage from the alternative source during the year. If the Board has to provide coverage due to such loss of alternative coverage, it has the right to pay for the employee's COBRA payments or to pay for an employee's coverage through another carrier until such time as the employee can re-enroll in the Board's group plan.

ARTICLE XXX.

* PAYROLL DEDUCTION OF ASSOCIATION DUES *

1. Dues for the Association shall be deducted from the pay of all employees signing authorization cards according to the State Department of Education rules.
2. The monies withheld shall be forwarded to the Association's Treasurer within two (2) working days following the end of each pay period.
3. Any employee on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter; any new employee who does not join within ninety (90) days of initial employment within the Unit; and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction effective as of the date dues for membership would have been owed and payable had the employee joined the Association. The Association may revise its certification of the amount of the representative fee at any time to reflect changes in the regular Association membership dues, fees and assessment. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.
4. The Association shall indemnify and hold the Board harmless from and against any and all claims, demands, suits, liability, and expenses, including reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.
5. The Association shall provide evidence of the existence of a "Demand and Return" system in accordance with C.447, P.L. 1979, to the Board, and to all non-Association members, before any deductions are made pursuant to the terms hereof.

ARTICLE XXXI.

* MISCELLANEOUS PROVISIONS *

- A. This Agreement shall be honored by the Board of Education and the Association for the duration of this Agreement.
- 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 applications shall not be deemed valid and subsisting, except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual member of the Association, 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.
- D. 1. The Agreement shall be prepared for printing by the Association.
2. The Board will bear the cost of materials if the contract is reproduced locally.
3. Reproduced professionally, the cost will be shared by the Association and the Board.
4. The Board shall receive seventy-five (75) copies of the Agreement and the Association shall receive as many copies as they require.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement either party shall do so by certified letter return receipt requested at the following address:
1. If by Association, the Board of Education at 434 Dunellen Avenue, Dunellen, New Jersey 08812.
2. If by Board, to Association to the home of the incumbent President of the Dunellen Education Association.
- F. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers, secretaries, custodial, and/or maintenance personnel.

ARTICLE XXXII.

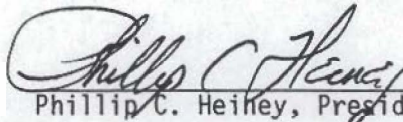
* DURATION OF AGREEMENT *

This Agreement shall be effective as of July 1, 1995 and shall be continued in effect until June 30, 1998, subject to the Association's right to negotiate a successor Agreement.

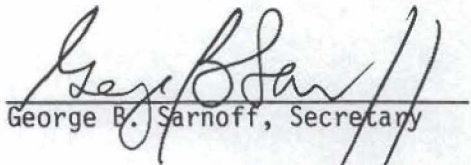
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the President and Secretary, respectively, and have caused their corporate seal to be placed hereon, all on the day and year first above written.

DUNELLEN BOARD OF EDUCATION

BY:

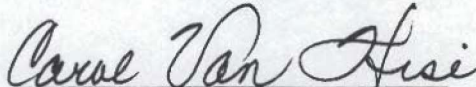

Phillip C. Heiney, President

ATTEST:

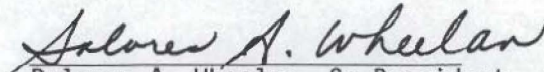

George B. Sarnoff, Secretary

DUNELLEN EDUCATION ASSOCIATION

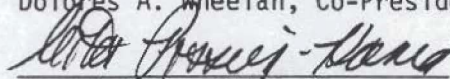
BY:


Carol Van Hise, Co-President

BY:

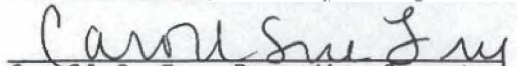

Dolores A. Wheelan, Co-President

BY:


Cota Possien-Kania, Treasurer

ATTEST:


Pauline Kline, Corresponding Secretary


Carol S. Fry, Recording Secretary

