

4-0293

14-34

AGREEMENT BETWEEN

THE ROCKAWAY BOROUGH BOARD OF EDUCATION

AND

THE ROCKAWAY BOROUGH EDUCATION ASSOCIATION

FOR THE

1981 - 1982

1982 - 1983

SCHOOL YEARS

LIBRARY
Institute of Management and
Labor Relations

NOV 10 1981

RUTGERS UNIVERSITY

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ARTICLE I
RECOGNITION

- A. The Rockaway Borough Board of Education recognizes the Rockaway Borough Education Association as the collective negotiating representative for:
1. Teachers
 2. Nurses
 3. Custodians
 4. Principals' Secretaries
 5. Social Workers
 6. Speech Therapists
 7. Learning Disabilities Teacher Consultants
- B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above.

ARTICLE II
GRIEVANCE PROCEDURE

A. Definitions

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

B. Purpose

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

C. Procedure

1. The number of days at each level should be considered as a maximum and every effort should be made to expedite the process.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth therein shall remain in effect until such grievance has been resolved.
3. The grievance to be considered under this procedure must be initiated in writing by the grievant within thirty (30) calendar days of the alleged occurrence.

4. Level I

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

5. Level II

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

6. Level III

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

7. Level IV

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

8. Level V

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

D. Rights of Employees to Representation

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

E. Miscellaneous Provisions

1. If, in the judgement of the Association, a grievance affects a group or a class of employees, the Association may submit such grievance in writing to the Superintendent and the processing of such grievance shall commence at Level II. (The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.)

2. Arbitrability

Only grievances alleging violation of this Agreement shall be subject to arbitration. The arbitrator shall not add to, subtract from, or modify such written agreement in any manner.

3. Decisions rendered at all steps of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all the parties in interest and to the Association.

4. Reference to grievances processed shall not be placed in the personnel files of any employee unless complete documentation of the grievance is included and the employee involved has received prior written notice that said documents are to be placed in his file.

5. Forms for filing grievances, serving notices, making appeals, reports, and recommendations, and other necessary documents shall be prepared jointly by the Association and the Board and given appropriate distribution so as to facilitate the operation of the grievance procedure.

6. No meetings or hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representative (s) heretofore referred to in this Article.

7. Neither the Association nor the Board shall issue public statements regarding such grievances during the grievance procedures.

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ARTICLE III
EMPLOYEES RIGHTS

- A. No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the Board or any agent or representative thereof, shall not be made public except to the degree required by law and shall be subject to the grievance procedure herein set forth. Neither dismissal nor suspension shall be considered to be discipline or reprimand and shall be appealable only to the Commissioner of Education.
- B. Whenever any employee is required to appear before the Board or any Committee or member thereof, concerning any matter which could adversely affect the continuation of that teacher in his office, position of employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be without pay. If the teacher is reinstated, retroactive pay will be awarded in accordance with the decision.
- C. In any disciplinary meeting between an administrator and an employee, the employee shall be entitled to be accompanied by his Association representative or its affiliate's representative.
- D. RIF procedures shall be in accordance with state law. A guide for seniority shall be maintained by the Superintendent of Schools and will be made available to the Association.

ARTICLE IV
BOARD RIGHTS CLAUSE

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

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ARTICLE V
EMPLOYEE WORK YEAR

A. Professional Staff

1. The in-school work year for professional staff members employed on a ten (10) month basis shall be one hundred and eighty-two (182) days.
2. The in-school work year shall include days when pupils are in attendance, and any other day that professional staff members are required to be in attendance.

3. Holidays and Vacations

Employees shall be dismissed at 1:30 p.m. on the day preceeding Thanksgiving Day, Christmas vacation, and Easter vacation.

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

5. Parent-Teacher Conferences

(a) Nothing in this Agreement shall prevent or limit the Board's right to require teachers to attend no more than three (3) evening parent-teacher conferences per school year. No conference shall be scheduled on Friday evenings.

(b) On days when evening parent-teacher conferences are scheduled, teachers shall be dismissed at 1:30 p.m.

(c) On all other days of parent-teacher conferences, teachers shall be dismissed upon completion of all scheduled conferences.

B. Principals' Secretaries

1. The Principals' secretaries will be required to work the teachers' calendar plus any additional days remaining in June after the close of school. Further, the Principals' secretaries will be required to work five (5) working days the week prior to September 1, with the Friday before Labor Day off.
2. Should the Friday before Labor Day fall after September 1, the employee will work a sixth (6th) day to make up the day prior to September 1 of that year. Such make up day will be determined by the building Principal.
3. When school is in session, secretaries will be required to work from 8:30 a.m. to 4:00 p.m. with one-half (1/2) hour for lunch. When school is not in session, the work day will be from 9:00 a.m. to 3:00 p.m. with one-half (1/2) hour for lunch.

4. Payment of increments on the salary guide shall be conditional upon the recommendation of the Superintendent that the employee's performance has been satisfactory. The Board of Education reserves the right to withhold all increments from any employee who does not receive such a recommendation.
5. Secretaries shall be paid in accordance with the salary schedule located in Schedules C-1 and C-2.

C. Custodial Personnel

1. Holidays

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

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Day following Thanksgiving Day
11. Christmas Eve Day, but only if said day falls on a weekday
12. Christmas Day

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

2. Vacations With Pay

One (1) to seven (7) years service	Two (2) weeks vacation
Eight (8) to twelve (12) years service	Three (3) weeks vacation
Over twelve (12) years service	Four (4) weeks vacation

3. Uniforms

Three (3) uniforms per year to be provided to all full time custodial personnel.

4. Black Seal License (Low Pressure Boiler)

Custodial personnel who have such Black Seal License shall be granted an additional \$500.00

5. Hours

Custodial personnel shall work the following hours:

Day	Eight (8) hours with one-half (1/2) hour for lunch
Night	Seven and one-half (7 1/2) hours with one-half (1/2) hour for lunch

6. Overtime

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

7. A minimum of two (2) hours salary shall be paid to custodial personnel who are called to work from home.
8. The salary guide for Custodial personnel shall be found in Schedules D-1 and D-2.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

A. Teaching Hours

1. Each school shall have a designated beginning and ending time for all teachers.
2. The total in-school work day for elementary teachers shall not exceed seven (7) hours.
3. The total in-school work day for middle school teachers shall not exceed seven (7) hours.
 - (a) The middle school teachers shall be dismissed fifteen (15) minutes after the student dismissal time except if required to remain thereafter to assist students, meet with professional personnel, or carry out professional commitments.
4. Teachers shall indicate their presence for duty by initialling the sign-in roster located in the general office of his assigned school.

B. Teacher Lunch Period

1. Elementary school teachers shall have a one (1) hour lunch period.
2. Middle school teachers shall have a forty-three (43) minute lunch period.
3. Lunch periods shall be duty-free and teachers shall be permitted to leave the building without restriction. Teachers will sign out upon leaving and sign in upon returning to the building.

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4. Lunch periods shall be assigned only during those times the school cafeteria is open and serving meals.

C. Preparation Periods

1. The Board shall continue to provide each teacher with five (5) preparation periods per week of at least thirty (30) minutes in the elementary schools and at least forty-three (43) minutes in the middle school.
2. The Board shall make reasonable efforts to attract substitute teachers for teachers who are absent from school. However, should teachers be required to cover duties of another teacher, they shall be paid ten dollars (\$10.00) per forty-three (43) minute period of coverage.

D. Meetings

1. Faculty meetings may be called as needed.
2. Notice of tentative agenda for any faculty meeting shall be provided to all teachers before the first lunch period of the day on which the meeting occurs.

ARTICLE VII

TEACHER EVALUATION

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

B. File

Not more than three (3) times each contract year shall a teacher have the right, upon reasonable advance request, to be scheduled to review the contents of his personnel file. A teacher shall be entitled to have a representative of the Association accompany him during such review.

C. Derogatory Material

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

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2. Such complaints and/or derogatory material shall be placed in the teacher's personnel file in a timely fashion after the administrator (s) acquires knowledge of same.

D. Utilization of Materials

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

ARTICLE VIII

SALARIES

- A. The salaries for all employees covered by this Agreement are set forth in Schedules A, B, C, and D.
- B. Paydays shall be every fifteenth (15th) and thirtieth (30th) of the month except in February which will be the fifteenth (15th) and the last workday of the month.
 1. In cases where a payday falls on a weekend, school holiday, or legal holiday, the payday shall be on the last workday prior to the fifteenth (15th) or thirtieth (30th).
- C. Eligible employees may individually elect to have a specified dollar amount of their monthly salary deposited by the Board in an interest bearing account in the Tri-Co Federal Credit Union, Morristown, New Jersey. The Board shall deposit said funds with Tri-Co as soon as possible following each payday.

ARTICLE IX

DEDUCTIONS FROM SALARIES

A. Association Payroll Dues Deductions

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

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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 a rate of its membership dues shall give the Board written notice prior to the effective date of such change.

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

1. Washington National Insurance
2. Existing tax shelter annuity plans
3. Tri-Co Federal Credit Union
4. Any other programs agreed to by the Board and the Association as said employees individually and voluntarily authorized the Board to deduct.

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

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

ARTICLE X

SICK LEAVE

A. Unless otherwise specified in this Agreement, all employees shall be granted ten (10) sick leave days per year with full pay. Unused sick leave days shall be accumulated from year to year.

B. The Board shall continue its practice of providing each employee with a written notice showing his number of accumulated sick leave days by September 30.

C. Conversion of Unused Sick Leave as Severance Pay

1. An employee having been in the employ of the Board for ten (10) or more years, who submits to the Superintendent of Schools, a written statement of intention to retire under a New Jersey pension plan, shall be eligible for a severance allowance for his accumulated sick days.

2. The severance allowance shall be paid in one lump sum upon retirement.

3. The severance allowance shall be computed at the rate of one (1) day's pay for every three (3) accumulated sick leave days on the date of the employee's retirement.

4. A maximum amount equal to fifty (50) day's pay shall be granted.

5. An employee shall submit written notification to the Superintendent of Schools on or before September 1 of the school year of his/her intention to retire during or at the end of that school year. In either case, upon timely notice, severance allowance shall be paid no later than July 31 following the school year in which the employees retires, or, at his/her option, between January 1 and January 15 of the following year. In the event of the death of the employee after the date of retirement, and

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before payment of this allowance, said allowance shall be paid to his/her estate. Said written notification of intent to retire shall not be considered or construed as a letter of resignation.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE WITH PAY

A. Personal Leave Days With Pay

1. Three (3) personal leave days per year for situations as described below of which one (1) shall be with no reason given, shall be granted to full time employees. These days are not cumulative. A written request for up to three (3) days of such leave, as per policy, must be given to the Superintendent three (3) days in advance except in an emergency situation. In case of an emergency, a call to the Superintendent is required.
 - (a) Illness in the immediate family
 - (b) Marriage of the individual employee or a member of the family
 - (c) Required court appearance of the employee
 - (d) Presentation of a degree to employee or member of the family
 - (e) An emergency situation
 - (f) Personal business which cannot be handled outside of school hours
 - (g) Days of religious observance
2. Personal days will not be granted the day preceding or the day following holidays or vacations, except in an emergency.
3. Unused personal days shall not be cumulative, but shall be converted to sick days and added to the employee's accumulated sick leave each September 1.

B. Bereavement Leave

1. Each employee shall be granted up to five (5) consecutive school days per bereavement for death of spouse or near relative (parents, children, brothers, sisters, and grandparents of employee or spouse).
2. Exceptions to Section 1 above shall be considered on an individual basis.

C. NJEA Convention

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

D. Professional Days

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

E. Application for Temporary Leave

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

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. Maternity Leave Without Pay

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

1. A staff member who is pregnant will file with the Superintendent of Schools not later than six (6) months before the expected birth of the child, an application for maternity leave, together with a physician's certificate setting forth the date of the expected birth.
2. During the last four months of pregnancy, monthly certification from the physician shall be required stating that the employee is physically capable of performing her duties.
3. If evaluation of the employee indicates that she is not performing her duties, the Board may require a physical examination by her physician and have her physician consult with the school medical examiner.
4. Upon recommendation of the Superintendent, supported by a medical certificate from the employee's physician, the Board shall approve the commencement of leave.
5. Maternity leave 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. The year of pregnancy shall count as the first full year of leave and the year of leave following, the second.

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6. Any employee may apply any part of her accumulated sick leave prior to commencing her maternity leave. Any employee requesting to apply sick leave concurrent with maternity leave shall notify the Board of such intent prior to the commencement of such leave. The Board may require a medical certificate stating that the teacher is not physically capable of assuming her duties.
7. Any employee who does not elect to take maternity leave may continue to perform her duties when her physician certifies that she is physically able to do so.
8. Any employee adopting a pre-school child shall receive the same leave which shall commence upon her receiving custody of said child or earlier if necessary to fulfill the requirements for the adoption.
9. No employee on maternity leave shall, on the basis of such leave, be denied the opportunity to substitute in the Rockaway Borough School District in the area of her certification or competence.

B. Military Leave Without Pay

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

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

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

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- D. 1. Leave of absence as described in this Article shall be without pay. Employee's insurance shall be carried at Board expense, for a period of one (1) month after commencement of leave.
2. Employees wishing to continue insurance beyond the time described in Section 1 above (continued for up to three (3) months) shall reimburse the Board for cost of such insurance at the beginning of the quarter for which such insurance is provided.
- E. Employees will not receive increment credit for the time spent on leave of absence due to ill health, injury, or other equally grave emergency, nor will such time count toward fulfillment of the time requirement for tenure. Individuals covered by Workmen's Compensation will not be effected by this paragraph.
- F. 1. Brief leaves of absence without pay, not covered elsewhere in this Article, shall be granted only with the approval of the Superintendent.
2. Applications for leave of absence described in Section 1 above shall be made to the Superintendent through the Principal in advance of the contemplated absence.
- G. Miscellaneous
1. Written applications will be submitted by employees for all extensions or renewals of leave granted under this Article. Resulting decisions by the Board shall be given in writing.
2. All benefits to which an employee was entitled at the time his/her leave commenced, including unused accumulated sick leave, shall be restored to him upon his return.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Courses

1. The Board shall reimburse all employees for tuition costs for courses in:
- (a) A program leading directly to the Masters Degree, relative to education.
- (b) A program stressing further training in the teacher's chosen field of specialization.
- (c) A program where courses are distributed somewhat equally in the following three (3) areas:
1. Courses that contribute to educational skills and techniques.
2. Courses that constitute specialization in the area in which the teacher is teaching.

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3. Courses that contribute to the general information and culture of the teacher.

(d) Exclusions

1. Masters Degree in the following areas shall not be reimbursed:
 - (a) Labor studies
 - (b) Rehabilitation counseling
 - (c) Religious education
 - (d) Junior college and college administration
2. The Board shall reimburse up to seventeen (17) credits in each school year covered by this contract at a rate per credit equal to the New Jersey State Colleges per credit cost.
3. Applications for tuition reimbursement shall be submitted to the Superintendent prior to registration. The Superintendent shall acknowledge receipt, in writing, of all applications for tuition reimbursement indicating approval or disapproval of request for reimbursement.
4. Employees shall submit transcripts, vouchers, and proof of payment to the Superintendent twelve (12) calendar days prior to a regularly scheduled Board meeting.
5. Reimbursement shall be made within ten (10) calendar days of Board approval.
6. Employees shall be placed on the appropriate salary guide and step upon completion of the required degrees or credits. Said adjustment shall be made within thirty (30) calendar days of receipt of evidence of satisfactory completion of degree and/or course requirements. All adjustments shall be made retroactive to the date of completion of the requirements for said adjustments.

B. Workshops

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

1. A teacher desiring to attend workshops for which in-service credit will be given for advancements on the salary guide, should, prior to registration, discuss the program and objectives with the Superintendent, who will advise the teacher of the acceptability of the planned program. A written request, in duplicate, will then be made to the Superintendent. If the workshop is approved, the one copy will be signed by the Superintendent and returned to the teacher, and one copy will be placed in the teacher's personnel file. At the completion of the workshop, certification of the satisfactory completion will be sent to the Superintendent by the authorized sponsor of the works

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- (a) It will also be required of the participants to present an in-service meeting to the Rockaway Borough professional staff following the completion of the workshop.
- (b) The time expended attending workshops should be comparable to the time that would be expended while attending a college course.
- (c) No more than fifteen (15) credits may be accrued through workshops for advancement on the salary guide.

C. NJEA Convention

The Board shall reimburse each employee fifteen dollars (\$15.00) per day for a maximum of two (2) days to help defray the expenses of attending the NJEA Convention.

ARTICLE XIV
INSURANCE PROTECTION

A. Medical/Surgical

All employees shall be provided, at Board expense, Blue Cross/Blue Shield 750 series, Rider J, and Major Medical insurance under the Public and School Employees Health Benefits Program. Such coverage shall include dependents where applicable.

B. Dental

1. In the 1981-1982 school year, the Board will pay a maximum of \$5,700 towards the premium for the present employee only Dental Insurance Plan (Blue Cross/Blue Shield) covering the period from July 1, 1981 through December 31, 1981, and a new employee only Dental Plan (New Jersey Dental Service Plan, 3-A, or equal), to include orthodontist benefits covering the period of January 1, 1982 through June 30, 1982. Dependents may be covered, at employee expense subject to approval of insurance carrier.
2. In the 1982-1983 school year, the Board will pay a maximum of \$18,750 towards the premium for the employee and dependent insurance plan (New Jersey Dental Service Plan, 3-A, or equal), to include orthodontist benefits. This plan will become effective on July 1, 1982. Should any part of the \$18,750 not be required to pay premiums in the 1982-1983 school year, such remainder will be available to be applied to any future premium increases for this insurance plan.

- C. For each employee who remains in the employ of the Board for the full school year, the Board shall continue to make payment of insurance premiums to provide insurance protection for a full twelve (12) month period.

- D. For each new employee, coverage shall commence at the date of eligibility and continue in effect for the full term as described in Paragraph C above.
- E. It is the responsibility of the employee to notify the Board Secretary of any changes in marital or dependent status in accordance with the Master Plan (s).
- F. The Board shall provide each employee with a description of the Health Care Insurance Coverage provided under this Article, which shall include a description of conditions and limits of coverage. All employees shall be provided with a copy of any carrier changes in coverage as they occur.
- G. An employee who retires from the Rockaway Borough School System prior to age sixty-five (65) and who desires to continue the insurance plan provided by the Board and who reimburses the Board quarterly in advance at the current rates required, shall be continued with coverage under such insurance plans to the extent permitted by law and the rules and regulations of the insurance carrier.

ARTICLE XV

TEACHER CONTRACT AND ASSIGNMENT

- A. Nontenured Teachers Hired Before September 30
 - 1. On or before April 30, the Board shall give each nontenured teacher continuously employed by it since the preceeding September 30, either:
 - (a) A written offer of a contract for employment for the next succeeding year. Said offer shall state the salary step.
 - (b) A written notice that such employment will not be offered.
 - 2. If a teacher desires to accept such employment, he or she shall notify the Board of such acceptance in writing on or before June 1. In the absence of such notice of acceptance, the written notice of contract offer shall be null and void.
- B. Nontenured Teachers Hired After September 30
 - 1. On or before April 30, the Board shall give each nontenured teacher, continuously employed by it, but hired after September 30, either:
 - (a) A written offer of a contract for employment for the next succeeding year. Said offer shall state the salary step.
 - (b) A written notice that such employment will not be offered.
 - 2. If a teacher desires to accept such employment, he or she shall notify the Board of such acceptance in writing on or before June 1. In the absence of such notice of acceptance, the written notice of contract offered shall be null and void.

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C. Tenured Teachers

1. On or before April 30, the Board shall give each tenured teacher written notice of salary step.
- D. On or before the last day of school, each teacher will be notified, by the Board, of his teaching assignment for the next school year. In the event a change is required of this assignment, following said notification by the Board, the Board will notify the teacher within five (5) calendar days of the change of assignment.

ARTICLE XVI

JOB RELATED TRAVEL

- A. Teachers whose duties require travel between buildings shall be provided with at least fifteen (15) minutes between assignments for travel purposes.
- B. Employees whose duties require the use of their personal automobile shall be reimbursed at the following rate:
\$.20 per mile - 1981-1982 school year
\$.22 per mile - 1982-1983 school year

ARTICLE XVII

VACANCIES AND PROMOTIONAL OPPORTUNITIES

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

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

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

1. On or before June 15, each employee requesting a written notice by mail during the summer break, will notify the Superintendent, in writing, that he wishes to receive any vacancy or promotional announcements. The notification shall include the summer mailing address to which the notice is to be sent.
2. In the event that there are vacancies or promotional opportunities during this period, the Superintendent shall post a notice in the General Office of each school. In addition, for those employees who are on the summer mailing list as referenced in A-1, the Superintendent will mail a notice, certified mail, return receipt requested.
3. On or before September 15, all employees receiving certified mail, under this Article, shall be required to reimburse the Board for the cost of the mailings, if any.

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- B. The notices pertaining to vacancies and promotional opportunities shall describe the position and its duties and salary shall be clearly stated. The notice will include a closing date for submitting applications.
- C. No appointments or promotion shall be made until the above procedure is implemented. No appointment or promotion will be made prior to the closing date for submittal of the application.

ARTICLE XVIII

TEACHER PARTICIPATION IN FIELD TRIPS

- A. Teachers participating in overnight field trips (three (3) days, two (2) nights), shall be compensated at the rate of \$120.00 per trip during the 1981-1982 school year and at the rate of \$135.00 per trip during the 1982-1983 school year.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefits existing prior to its effective date.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

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

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

ARTICLE XX

PART-TIME HOURLY TEACHERS

- A. Effective with the 1981-1982 school year, the parties agree that part-time hourly teachers shall become part of the bargaining unit. The terms and conditions of these employees are limited to those listed below. Notwithstanding any other provisions of this contract, part-time hourly teachers shall be entitled to only the terms and conditions of employment described in this Article.

1. Hourly rate

- (a) 1981-1982 \$7.95
(b) 1982-1983 \$8.70

2. Sick days

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

ARTICLE XXI

DURATION

- A. This Agreement will be effective as of July 1, 1981 and continue in effect through June 30, 1982.
- B. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their corporate seals to be placed thereon, on this 20th day of Oct. 1981.

ROCKAWAY BOROUGH BOARD OF EDUCATION

By Beverly V. Vailant
President

By Cathie B. Bull
Secretary

ROCKAWAY BOROUGH EDUCATION ASSOCIATION

By John Wojtaszek
President

By Marlene U. Ryan
Secretary

ROCKAWAY BOROUGH - TEACHER'S SALARY GUIDE - A-11981-1982

<u>STEP</u>	<u>BA Guide</u>	<u>BA +30 Guide</u>	<u>MA Guide</u>	<u>MA +30 Guide</u>
1	12,618	13,275	14,148	15,245
2	13,056	13,712	14,586	15,680
3	13,494	14,149	15,024	16,116
4	13,931	14,586	15,461	16,554
5	14,368	15,024	15,898	16,991
6	14,805	15,461	16,335	17,428
7	15,242	15,898	16,772	17,865
8	15,789	16,444	17,319	18,411
9	16,335	16,991	17,865	18,958
10	16,881	17,537	18,411	19,504
11	17,428	18,084	18,958	20,051
12	17,974	18,630	19,504	20,597
13	18,630	19,286	20,160	21,253
14	19,286	19,941	20,816	21,909
15	19,941	20,597	21,471	22,564
16	20,597	21,253	22,127	23,220
17	21,253	21,909	22,783	23,876
18	22,611	23,267	24,141	25,234
19			25,234	26,327
20				27,420

Longevity shall be defined as continuous satisfactory service in the Rockaway Borough school system. Longevity shall be paid as follows:

15 - 19 years	\$300
20 - 25 years	\$400
26 or more years	\$500

September 16, 1981

ROCKAWAY BOROUGH - TEACHER'S SALARY GUIDE - A-2

1982 -1983

<u>STEP</u>	<u>BA Guide</u>	<u>BA +30 Guide</u>	<u>MA Guide</u>	<u>MA +30 Guide</u>
1	13,305	14,024	14,976	16,179
2	13,784	14,502	15,455	16,654
3	14,263	14,980	15,934	17,129
4	14,741	15,457	16,412	17,605
5	15,218	15,934	16,890	18,084
6	15,696	16,412	17,367	18,561
7	16,173	16,890	17,845	19,039
8	16,651	17,367	18,322	19,516
9	17,248	17,964	18,919	20,112
10	17,845	18,561	19,516	20,710
11	18,441	19,158	20,112	21,306
12	19,039	19,755	20,710	21,904
13	19,635	20,352	21,306	22,500
14	20,352	21,068	22,023	23,217
15	21,068	21,784	22,740	23,934
16	21,784	22,500	23,455	24,650
17	22,500	23,217	24,172	25,366
18	23,217	23,934	24,888	26,082
19	24,700	25,417	26,372	27,566
20			27,566	28,760
21				29,954

Longevity shall be defined as continuous satisfactory service in the Rockaway Borough school system. Longevity shall be paid as follows:

15 - 19 years	\$300
20 - 25 years	\$400
26 or more years	\$500

September 16, 1981

C - 1

ROCKAWAY BOROUGH SECRETARIAL SALARY GUIDE

1981 - 1982

STEP

1	7,330 =
2	7,665
3	8,000
4	8,323
5	8,648
6	8,974
7	9,301

September 16, 1981

C - 2

ROCKAWAY BOROUGH SECRETARY SALARY GUIDE

1982 - 1983

STEP

1	7,648
2	8,015
3	8,382
4	8,748
5	9,101
6	9,457
7	9,813
8	10,171

September 16, 1981

D - 1

ROCKAWAY BOROUGH CUSTODIAL SALARY GUIDE

1981 - 1982

<u>STEP</u>	
1	8,246
2	8,596
3	8,946
4	9,297
5	9,680
6	10,063
7	10,479
8	10,895
9	11,300
10	11,706
11	12,122
12	12,538
13	12,943
14	13,315
15	13,885
16	14,553

Longevity shall be defined as continuous satisfactory service in the Rockaway Borough school system. Longevity shall be paid as follows:

14 - 19 years	\$220
20 - 24 years	\$330
25 years or more	\$440

D - 2

ROCKAWAY BOROUGH CUSTODIAL SALARY GUIDE1982 - 1983

<u>STEP</u>	
1	8,634
2	9,017
3	9,400
4	9,782
5	10,166
6	10,585
7	11,004
8	11,459
9	11,914
10	12,357
11	12,801
12	13,255
13	13,710
14	14,153
15	14,560
16	15,183
17	15,914

Longevity shall be defined as continuous satisfactory service in the Rockaway Borough school system. Longevity shall be paid as follows:

14 - 19 years	\$220
20 - 24 years	\$330
25 years or more	\$440

SCHEDULE B-1 AND B-2

ROCKAWAY BOROUGH BOARD OF EDUCATION

SALARY GUIDES FOR INTERSCHOLASTICS

1981 - 1982

(Effective 9/1/81)

Basketball (Boys)

November 1 - March 1

Step 1	\$411
2	465
3	520
4	575
5	630

Cross Country

Step 1	\$192
2	246
3	301
4	356
5	411

Basketball (Girls)*

Step 1	\$329
2	372
3	416
4	460
5	504

Wrestling

Step 1	\$411
2	465
3	520
4	575
5	630

Cheerleading

Step 1	\$192
2	246
3	301

*Difference in Boys and Girls Basketball due to time difference.

INTRAMURAL ACTIVITIES

Football/Soccer	\$192	Basketball/Deck Hockey	\$ 93
Field Hockey	93	Track & Field	192
Gymnastics	301	Softball-Boys & Girls	192

OTHER ACTIVITIES

Yearbook	\$150	Director of Musical	\$300
Director of Dramatic Production	200	Assistants to Director of Musical (not to exceed \$225 per production)	

SCHEDULE B 1 AND B 2

ROCKAWAY BOROUGH BOARD OF EDUCATION

SALARY GUIDES FOR INTERSCHOLASTICS

1982 - 1983

(Effective 9/1/82)

Basketball (Boys)

November 1 - March 1

Step 1	\$449
2	508
3	569
4	629
5	689

Cross Country

Step 1	\$210
2	269
3	329
4	389
5	449

Basketball (Girls)*

Step 1	\$360
2	406
3	455
4	503
5	551

Wrestling

Step 1	\$449
2	508
3	569
4	629
5	689

Cheerleading

Step 1	\$210
2	269
3	329

*Difference in Boys and Girls Basketball due to time difference.

INTRAMURAL ACTIVITIES

Football/Soccer	\$210	Basketball/Deck Hockey	\$102
Field Hockey	102	Track & Field	210
Gymnastics	329	Softball-Boys & Girls	210

OTHER ACTIVITIES

Yearbook	\$164	Director of Musical	\$328
Director of Dramatic Production	219	Assistants to Director of Musical (not to exceed \$246 per production)	