

**CONTRACT  
OF  
TERMS & CONDITIONS  
OF  
EMPLOYMENT  
FOR THE  
STAFF  
OF THE  
DOWNE TOWNSHIP  
PUBLIC SCHOOLS**

**FOR**

**2004-2005**

**2005-2006**

**2006-2007**

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# **PREAMBLE**

This Agreement entered into this first day of July 2004, by and between the Board of Education of Downe Township, the City of Newport, New Jersey, hereinafter called the "Board" and the Downe Township Education Association / Concerned About Real Education [s], hereinafter called the D.T.E.A./C.A.R.E.s.

# **WITNESSETH**

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement, be it

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

# **ARTICLE I**

## **RECOGNITION**

**1.1** The Board hereby recognizes D.T.E.A./C.A.R.E.s as the exclusive and sole representative for collective bargaining negotiations concerning grievances and terms of employment for all staff, which shall include: teachers and certified personnel, aides, bus drivers, cafeteria/food service workers and custodial/janitorial staff, and secretaries whether full or part time, employed or to be employed by the Board.

**1.2** Excluded from the above unit shall be confidential secretaries, accounting clerk(s), per diem employees, cafeteria supervisor, custodial supervisor, and other employees having supervisory authority over other unit members.

**1.3** Full-time employees shall be those who work twenty (20) hours or more per week on a regular basis. Part-time for all employees shall be defined as those individuals who work less than twenty (20) hours per week.

**1.4** Unless otherwise indicated, the term "Staff" or employee, when used hereinafter in this Agreement, shall refer to all employees represented by D.T.E.A./C.A.R.E.s in the negotiating unit as above defined and references to female staff shall include male staff.

# ARTICLE II

## NEGOTIATION OF SUCCESSOR AGREEMENT

**2.1** The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Negotiations shall begin in accordance with statute. Any Agreement so negotiated shall apply to all applicable members of the bargaining unit and be ratified by both parties.

**2.2** If a mutually acceptable amendment to this agreement is negotiated by the parties, it shall be reduced to writing and ratified by D.T.E.A./C.A.R.E.s and the Board and inserted as an amendment to the existing contract.

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

# ARTICLE III

## GRIEVANCE PROCEDURE

**3.1** A "Grievance" is a claim by a member or D.T.E.A./C.A.R.E.s based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting an employee or group of employees. Only cases based upon the interpretations, application or violation of the agreement and policies, administrative decisions and practices that affect the terms and conditions of employment are subject to the arbitration provisions of this agreement. The Association and Board agree that a practice can be arbitrated only if it complies with the **canons of past practice**: it must be clear; it must be consistently followed over a reasonable length of time; and it must be shown to have been known and accepted by management and labor.

**3.2** The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time-to-time arise affecting members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The parties further agree that the time constraints of this procedure are to be considered maximums and the failure of either party to process any grievance according to the time limits contained in the procedure below will render the grievance settled in favor of the other party. The time limits specified may, however, be extended by mutual agreement.

**3.3** In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical. All other grievances shall be frozen on June 1 and the clock shall be restarted on the first day of the next school year.

### **3.4 GRIEVANCE PROCEDURE**

**Level 1** A staff member and/or the grievance committee shall first discuss it informally with the Superintendent within fifteen (15) working days after becoming aware of the grievance.

**Level 2** If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, he/she may submit the grievance to the Superintendent of Schools, in writing, within five (5) working days after the informal discussion. The Superintendent of Schools will investigate the information presented in the written grievance form and will prepare a written decision within five (5) working days after receipt of the written grievance.

**Level 3** If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, he/she may request a hearing and submit his/her grievance to the Board of Education on the appeal form, within ten (10) working days after receiving the written decision of the Superintendent in Level 2 above. The Board of Education shall review the information provided on the appeal form and in turn may also request a hearing with the staff member and/or the grievance committee in order to render a decision. The Board of Education shall render a decision in writing within twenty (20) working days from the date of the receipt of the grievance.

#### **Level 4**

**A.** If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 3, he/she may, within five (5) working days after the decision by the Board, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person.

**B.** Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a 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 **Public Employment Relations Commission (PERC)**. The parties shall then be bound by the rules and procedures of the **Public Employment Relations Commission**.

**C.** The arbitrator's decision shall be in writing and shall be submitted to the Board and the D.T.E.A./C.A.R.E.s and shall be binding on both parties.

**D.** The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the D.T.E.A./C.A.R.E.s. Any other expenses incurred shall be paid by the party incurring the same.

**3.5** Any aggrieved person may represent him/herself or be represented by D.T.E.A./C.A.R.E.s at any stage of the grievance procedure. If the aggrieved person chooses to represent him/herself, the Association shall be notified of the time and place of any meetings, and shall be allowed to participate in any discussion or resolution to that grievance.

#### **3.6 MISCELLANEOUS**

**A.** All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

**B.** All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

**C.** Copies of any written correspondence or documents of relevance to the processing of a grievance shall be given to the Association.

**D.** It is understood that staff members shall, during and notwithstanding the pending of any grievance, continue to function in their duties until such grievance or any effect thereof shall be fully determined.

**3.7** **A.** The Board will provide the form for processing a grievance in a timely manner upon request. A form for processing the grievance is attached as **Appendix A**.

**B.** During the filing, pendency, and hearing of any grievance, employees and the D.T.E.A./C.A.R.E.s will not impede the operations of the district, its policies, programs, directives or personnel. Nor shall any of the above occur after the decision has been rendered.

**C.** Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

**D.** All meetings and hearings under this procedure shall not be conducted in public unless required by the Open Public Meeting Act of the State of New Jersey.

# ARTICLE IV

## STAFF RIGHTS

**4.1** Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every member of the bargaining unit shall have the right to freely organize, join and support the D.T.E.A./C.A.R.E.s and its affiliates for the purpose of engaging in collective bargaining negotiations.

**4.2** If an administrative determination has been made to file formal charges against a staff member on any matter, before the member appears before the Board or its agent, the staff member will be notified in writing of the charge and will be entitled to a representative of his/her choosing.

**4.3** Any question or criticism by a supervisor, administrator, or Board member of a staff member and his/her performance shall be made in confidence and not in the presence of students, parents, or other public gathering, unless public disclosure is required by law. Any D.T.E.A./C.A.R.E.s complaint shall first be presented to the Superintendent prior to presentation to the Board of Education.

**4.4** No agreement contained herein shall be construed to deny or restrict to any staff member or the Board of Education such rights as they may have under New Jersey School Laws or other applicable laws and regulations.

**4.5** No staff member shall be discharged or disciplined without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure set forth herein.



# **ARTICLE V**

## **D.T.E.A./C.A.R.E.s RIGHTS AND PRIVILEGES**

**5.1** The Board agrees to make available upon request by the Association all information regarding the school district that is required to be disclosed publicly other than confidential information not permitted to be disclosed by law. i.e., personnel or student records.

**5.2** Officials of D.T.E.A./C.A.R.E.s shall be permitted to transact official Association business on school property at all reasonable times, when not responsible for the supervision of students, before or after school, and during duty free lunch periods provided that this shall not interfere with or interrupt normal school operations.

**5.3** D.T.E.A./C.A.R.E.s or its representatives shall have the right to school facilities at all reasonable hours for official purposes, provided approval has been granted by the appropriate administrator. The Association shall present to the Superintendent, at the beginning of the school year, a tentative schedule of events of D.T.E.A./C.A.R.E.s.

**5.4** D.T.E.A./C.A.R.E.s shall have the right to use school facilities and equipment, including typewriters, classrooms computers, other duplicating equipment, calculating machines, the interschool mail facilities and school mailboxes and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, with the approval of the Superintendent of Schools. The Association agrees to compensate the Board in the amount of one hundred fifty dollars (\$150) per year for the maintenance of equipment, and to provide its own paper.

# ARTICLE VI

## MANAGEMENT RIGHTS CLAUSE

**6.1** The Board, on its behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, 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, but without limiting the generality of the foregoing, the right:

**A.** To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;

**B.** To hire all employees and subject to the provision of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

**C.** To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students all as deemed necessary or advisable by the Board.

**6.2** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of the agreement and by the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

**6.3** Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

# **ARTICLE VII**

## **WORK RULES**

**7.1** All certified employees shall follow the guidelines regarding curriculum, grading, instruction, promotion of students, instructional techniques, instructional methodology, and all other rules, regulations, procedures and policies as promulgated by the Board of Education.

**7.2** All other staff members shall follow the guidelines regarding the performance of their duties as set forth in their job description.

# **ARTICLE VIII**

## **FULLY-BARGAINED CLAUSE**

**8.1** This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any such 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.

# ARTICLE IX

## CERTIFIED AND SUPPORT STAFF WORK YEAR

**9.1** The in-school work year for certified staff employed on a ten (10) month basis shall not exceed one hundred and eighty-three (183) days. Certified staff new to the district or returning after resignation shall work one hundred and eighty-four (184) days. The work year for certified staff shall consist of the following:

180 days for pupil instruction  
1 day for opening activities  
2 days for staff development workshops  
not to be held the Friday after Thanksgiving or  
December 24 - January 1

**9.2** The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required by the Board and/or its designated representative.

**9.3** The in-school work year for ten month support staff, which shall include all aides, bus drivers, and cafeteria/food service workers, shall not exceed one hundred and eighty-one (181) days. The work year for these support staff members shall consist of the following:

180 days for pupil instruction  
1 day for opening activities

**9.4** The in-school work year shall include days when pupils are in attendance, and orientation days.

**9.5** The in-school work year for the Technology-Technician/Trainer shall not exceed 196 days. The work year for the Technology-Technician/Trainer shall consist of the following:

180 days for pupil instruction  
1 day for opening activities  
15 days for summer work

## TWELVE MONTH SECRETARIES AND CUSTODIAL/ JANITORIAL STAFF

**9.6 A.** The work year for twelve month part-time and full-time custodial/janitorial and twelve month secretarial staff shall be twelve (12) months. The work year for the Technology-Technician Trainer shall be 196 days. Twelve month custodial/ janitorial and twelve month secretarial staff shall be entitled to the following vacations equal to their work week:

1. More than one, up to two (2) years of service receive one (1) week paid vacation.

2. Upon completion of two (2) years of service, the vacation entitlement shall be two (2) weeks of paid vacation.
  3. Upon completion of four (4) or more years of service, the vacation entitlement shall be three (3) weeks of paid vacation.
  4. Upon completion of ten (10) or more years of service the vacation entitlement shall be four (4) weeks of paid vacation.
- B.** Whenever a legal holiday falls during a scheduled vacation this shall not be considered as a vacation day and shall not be subtracted from the employee's vacation time.
  - C.** Should an employee resign or be terminated, the employee shall receive his/her vacation pay entitlement proportionally according to the number of months worked in the contract year.
  - D.** Nothing herein shall preclude vacation time from being used in the whole or in part during the school year. It is understood that the approval of the Superintendent of Schools subject to the operational needs of the district shall prevail.
  - E.** The twelve-month employee may elect to take no vacation, or a portion of his/her vacation, only with the express approval of the Superintendent. In such instances, the employee may work and receive his/her regular wages in addition to his/her vacation pay. Employees may bank up to six (6) working days for carryover into the next school fiscal year. No more than six (6) working days may be banked in this manner during any given fiscal year.
  - F.** All vacations shall be with regular pay. Employees shall be paid in advance for the vacation period, provided twenty (20) working days' notice is given to the District Business Office.
- 9.6** The work year for twelve (12) month employees covered in this Article shall be defined as 240 days.

# **ARTICLE X**

## **STAFF HOURS AND LOAD**

- 10.1** Except in cases of emergency, the teacher's total in-school work day consists of seven hours and ten minutes (7 hours 10 minutes), inclusive of prep time, lunch, and duties. The instructional day shall be no more than six hours and forty minutes (6 hours 40 minutes).
- 10.2** Any employee shall have a duty-free lunch period of thirty (30) minutes if he/she works four (4) hours or more per day.
- 10.3** Employees may leave the building during their duty-free lunch period except in emergency situations involving pupil supervision, pupil safety, or the orderly operation of the school. They will inform the office that they are leaving.
- 10.4** Teachers shall attend, without additional compensation, four (4) evening functions which shall be defined as Back-to-School Night (single session day), two (2) evening student conferences (single session days), and graduation or one (1) PTA meeting. There will be two (2) weeks notice given and no meeting shall be held on nights before a holiday or vacation. The Administration shall seek teacher input for the PTA assignment. Anyone required to attend any additional evening functions shall be paid at the prevailing hourly rate.
- 10.5** Teachers shall have 150 minutes per week (5 instructional days) designated as preparation time and scheduled by the Administration. Daily preparation periods shall be divided into no more than 2 blocks of time. Any certified employee who works for at least four (4) periods per day, or for the equivalent amount of time in a non-departmental setting, shall be given a preparation period for that day.
- 10.6 A. Instructional Aides**  
Except in cases of emergency and those in a dual position, a full time instructional aide's total in-school workday consists of six hours and forty-five minutes (6 hrs. and 45 mins.) as scheduled by the Superintendent of Schools, which shall include a duty-free lunch period as guaranteed to members under 10.2 of this Article. The workday for those members who work in the dual position of aide/van driver shall be extended the additional time of their van run.

**B. Custodial, Janitorial and Secretarial Staff, and Technology – Technician Trainer**

Except in cases of emergency, a member's total in-school workday consists of eight (8) hours.

**C. Drivers & Kitchen Staff**

As contracted.

- 10.7** Instructional aides shall attend Back to School Night. There will be two (2) weeks notice given and Back to School Night shall not be held on nights before a holiday or vacation.
- 10.8** Twelve month custodial/janitorial and secretarial personnel shall be allowed one day for attendance at the NJEA convention with pay. An additional day without pay shall be granted at the employee's request as approved by the Superintendent.



# **ARTICLE XI**

## **NON-TEACHING DUTIES**

**11.1** Teachers shall not be required to perform the following duties:

- A.** Keep central registers.
- B.** Correct standardized tests used at the direction of the Board or Administration.

# ARTICLE XII

## MEMBER EMPLOYMENT

**12.1** Each member shall be placed on his/her proper step of the Salary Guide. In order to be given credit for one year of service toward the next increment on the Salary Guide for the following year, the employee must have worked more than one-half of the work year as defined in Article 9.1 (Certified Staff) and Article 9.3 (Support Staff).

**12.2** Part-time employees shall advance one step on the Guide for each year of employment. The salary at the appropriate step shall then be prorated based on the time the employee is contracted to work.

# ARTICLE XIII

## SALARIES

**13.1** The salary of each member covered by this agreement is set forth in the appropriate salary schedule which is attached hereto and made a part thereof.

**13.2** Each member employed on a ten (10) month basis shall be paid in twenty (20) equal semimonthly installments. Those members employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semimonthly installments. Payments shall be made on the 15th and 30th of each month (except as indicated in 13.4). Direct Deposit will be available to all interested employees at no cost from the Board. Individual bank fees will be the responsibility of the employee.

**13.3** D.T.E.A./C.A.R.E.s and the individual employee electing to make a deposit with the CUMCO agree that they will save the Board harmless from any and all liability, actions or suits arising out of the actions taken by the Board in reliance upon the individual employee's election to be included in the savings program. The Board shall have no liability and will be saved totally harmless once the Board of Education deposits twice a month (or biweekly) the elected portion of the member's funds with the designated savings institution.

**13.4** In the case of ten month employees, when a pay day falls on or during a school holiday, vacation or weekend, members will receive their pay checks on the final working day. At the end of the school year, on what would be the last day of service, unit members shall receive the last pay check within 7 days upon completion of their duties.

**13.5** The Board shall inform employees of contract and salary status for the following year no later than May 15th.

**13.6** In the event a Support Staff member is called upon to substitute in any other position, he/she, in no instance, shall suffer a diminution of pay.

# **ARTICLE XIV**

## **MEMBER TRAVEL**

**14.1** Members who may be required by the Board or its designated representative to use their own automobiles in the performance of their duties and members who are assigned to more than one school per day shall be reimbursed for all such travel done after arrival at the first location at the beginning of their workday.

**14.2** The mileage to be paid will conform to current IRS rates, and will include Back-to-School Night, Parent/Teacher Conferences, PTA meetings, and Graduation.

# **ARTICLE XV**

## **HOME INSTRUCTION, PUPIL ASSISTANCE COMMITTEE, PARENT ADVISORY COMMITTEE, SUMMER SCHOOL, FEDERAL PROGRAMS**

- 15.1** All openings for positions in summer school, federal projects and other programs for which members may be qualified and eligible shall be publicized by the Superintendent of Schools. Summer school openings shall be posted in the bulletin and on the D.T.E.A./C.A.R.E.s. bulletin board as they occur and the members shall be notified of the action taken as soon as possible through a summary of Board action.

# ARTICLE XVI

## TEACHER EVALUATION

- 16.1** Non-tenured teachers shall be observed by the Superintendent of Schools or his/her designee at least three (3) times each school year, and tenured teachers shall be evaluated at least one (1) time each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and the evaluator for the purpose of identifying any deficiencies, extending assistance for their correction, and improving instruction.
- 16.2** All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- 16.3** Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
- 16.4** A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators one day prior to the conference to discuss the evaluation report. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- 16.5** Evaluation reports shall be presented to each teacher by his/her immediate supervisor in accordance with the following procedures:
- (a) Such reports shall be issued in the name of the immediate superior based on a compilation of his/her reports and the observations by any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.
  - (b) Such reports shall be addressed to the teacher.
  - (c) Such reports shall be written in narrative form and shall include, when pertinent:
    - (1) Strengths of the teacher as evidenced during the period since the previous report and during the observation.

(2) Weaknesses of the teacher as evidenced during the period since the previous report and during the observation.

(3) Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

(4) Any other recommendations deemed appropriate by the administration.

(d) Each of the evaluations shall be followed within a reasonable period of time, but in no instance more than fifteen (15) working days, by a conference between the administrative staff member who has made the observation and written evaluation and the teaching staff member.

**16.6 A.** A member shall have the right, upon reasonable request, to review three (3) times each year, with the appropriate administrator at mutually agreeable times, the contents of his/her personnel file.

**B.** No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the member has had the opportunity to review the material. The teacher shall acknowledge that he/she 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 teacher shall also have the right to submit a written rebuttal to such material, and his/her rebuttal shall be reviewed by the Board or its designee and attached to the file copy.

**C.** Although the Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish separate personnel files which are not available for the member's inspection.

**16.7** No documents and/or other material shall be placed in the personnel file of such teacher after termination or otherwise than in accordance with the procedure set forth in this Article.

# ARTICLE XVII

## SUPPORT STAFF EVALUATION

**17.1** Support staff members shall be evaluated up to two (2) times a year by school administration. A written evaluation report will be presented to the member at a conference between the support staff member and the evaluator for the purpose of identifying any deficiencies, extending assistance for their correction, and improving performance.

**17.2** All monitoring or observation of the work performance of a support staff member shall be conducted openly and with full knowledge of the member.

Formal evaluation of support staff shall be completed by the Administration.

**17.3** A member shall be given a copy of any observation or evaluation prepared by his/her evaluator on the day prior to the conference to discuss the evaluation. No such evaluation shall be submitted to the central office, placed in the member's file or otherwise acted upon without prior conference with the member. No member shall be required to sign a blank or incomplete evaluation form.

**17.4** An evaluation shall be presented to each member by the Administration in accordance with the following procedures:

**A.** Such evaluation shall be issued in the name of the Administrator based on a compilation of his/her observations.

**B.** Such evaluation shall be addressed to the member.

**C.** Such evaluation shall be written in narrative form and shall include, when pertinent:

- 1) Strengths of the member as evidenced during the period since the previous evaluation and during the observation.
- 2) Weaknesses of the member as evidenced during the period since the previous evaluation and during the observation.



- 3) Specific suggestions as to measures which the member might take to improve performance in each of the areas wherein weaknesses have been indicated.
- 4) Any other recommendations deemed appropriate by the Administrator.

**D.** The evaluation shall be followed within a reasonable period of time, but in no instance more than fifteen (15) working days, by a conference between the administrative staff member who has made the observation and written evaluation and the support staff member.

#### **17.5 Personnel Files**

**A.** A member shall have the right, upon reasonable request, to review two (2) times each year, with the appropriate administrator at mutually agreeable times, the contents of his/her personnel file. Exception: Members whose performance has been identified as less than satisfactory have the right to review their files more than two (2) times a year.

**B.** No material derogatory to a member's conduct, service, character, or personality shall be placed in his/her personnel file unless the member has had the opportunity to review the material. The member shall acknowledge that he/she 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 member shall also have the right to submit a written rebuttal to such material and his/her rebuttal shall be reviewed by the Board or its designee and attached to the file copy.

**C.** Although the Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish separate personnel files which are not available for the member's inspection.

**17.6** No documents and/or other material shall be placed in the personnel file of such employee after termination or otherwise than in accordance with the procedure set forth in this Article.

# ARTICLE XVIII

## STAFF FACILITIES

- 18.1** Each school shall have the following facilities:
- A.** Well lighted and clean staff rest rooms, separate for each sex and separate from the students' rest rooms.
  - B.** A separate private dining area for staff.
  - C.** A staff lounge shall be provided as presently exists at the Elementary School.
  - D.** A place of privacy will be provided for conducting personal business on the phone.

# ARTICLE XIX

## SICK LEAVE

- 19.1** All members employed shall be entitled to ten (10) sick leave days, or twelve (12) sick leave days in the case of twelve month employees, each school year as of the first official day of said school year whether or not they report for duty that day. Unused sick leave days shall be accumulated from year-to-year with no maximum limit.
- 19.2** Members shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
- 19.3** Upon retirement, a member shall receive compensation for all unused sick days at a rate of 50% of the prorated daily salary of the year in which the member retires up to a maximum of \$3,500 (2001-2002), \$4,000 (2002-2003), and \$4,500 (2003-2004) for Certificated Staff and \$2,500 (2001-2002), \$3,000 (2002-2003), \$3,500 (2003-2004) for Support Staff. In order to be eligible for said compensation, the member must be employed in the Downe Township Public Schools for a minimum of fifteen (15) years.
- 19.4** Payment for accumulated sick days shall be made no later than three (3) months after retirement. In the event of death of employee prior to payment, payment will be made to the deceased's estate within three (3) months. Notice of intent to retire shall be submitted by the member to the Board Secretary no later than November 30th of the school year in which the employee intends to retire. If the employee fails to give notice to the Board Secretary on or before November 30th, the Board shall have the discretion to postpone the payment of accumulated sick days for up to one year from the date of the notice. Should the employee so elect, payment for accumulated sick days may be made on a date or dates more than three (3) months after retirement.

# ARTICLE XX

## TEMPORARY LEAVES OF ABSENCE

**20.1** All members may be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year:

### Professional Days

- A. Three (3) professional days leave of absence upon verification of same may be granted by the Superintendent to Certificated Personnel. Prior approval from the Superintendent of Schools must be given before this leave can be taken. A written report of the professional activity undertaken on the day of the professional leave must be submitted to the appropriate administrator within five (5) working days after the professional day is taken.

### Bereavement Days

- B. Up to four (4) work days shall be granted in event of death of any member of the immediate family which shall be defined as employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, brother, sister, father-in-law, mother-in-law. On request, additional unpaid days may be granted by the Superintendent of Schools. Notification must be provided to the appropriate administrator as soon as possible before this leave commences.
- C. One (1) day leave of absence shall be granted for the death of other relatives not listed in 20.1 B. Additional unpaid days may be granted with the approval of the Superintendent of Schools in extenuating circumstances.

### Family Illness Days

Serious illness is defined as illness requiring hospital or health care facility confinement or illness which requires the presence of the employee in the home as verified by written notice from the attending physician. Where possible, prior notification must be received by the appropriate administrator before this leave commences.

- D. Up to three (3) work days per school year shall be granted in event of serious illness as documented by a physician of any member of the immediate family which shall be defined as spouse, mother, father, sister, brother, mother-in-law, father-in-law, or children. On request, additional unpaid days may be granted by the Superintendent of Schools.

**Other Leaves of Absence:**

**Personal Days**

- E. Up to three (3) personal days shall be granted for leaves which require absence during school hours. Applicants will indicate on the personal day application that the leave is being taken for either legal business or family matters that cannot be scheduled for any time other than during school hours.

Applications to the Superintendent of Schools shall be made at least three (3) days before taking such leave except in the case of an emergency.

**Limitations**

- F. No more than ten percent (10%) of the Certificated Staff or ten percent (10%) of the Support Staff shall utilize this leave on any one day. Personal days shall not be granted on staff development days as defined in Article IX of this agreement. No personal days shall be taken prior to or after a school holiday except upon request to and approval of the Superintendent of Schools. The exceptions shall be for religious observance or legal obligation.

**Personal Days — Conversion**

- G. Up to three (3) unused personal days may be converted and accumulate as sick days each year.

# ARTICLE XXI

## EXTENDED LEAVES OF ABSENCE

### 21.1 Disability Leaves :

A member who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows of it.

- A. In the case of pregnancy, the member shall inform the Superintendent of the anticipated delivery date.
- B. No later than ninety (90) days prior to the commencement of any anticipated leave, the member shall inform the Superintendent as to whether he/she will seek an unpaid leave of absence for child care as provided herein and/or under the State and Federal Family Leave Act.
- C. A member who is on disability leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on unpaid disability leave shall not be counted for accrual of any benefits.
- D. The Board shall not remove any member from his/her duties by reason of disability without a written medical opinion of the Board's physician certifying that the member cannot perform his/her duties.
- E. The Board may require a member returning from a disability leave to provide a written statement of fitness from the employee's physician or from the Board's physician.
- F. The Board need not grant or extend a leave of absence for reasons of disability to any member beyond the end of the contract school year in which the leave is obtained; however, the Board shall not discriminate on the basis of the underlying reason for the disability in making any such determination.
- G. Disability leaves shall not exceed one year. However, the Board, after consideration of circumstances in an individual case, may grant permission to extend the leave. The Board shall not discriminate on the basis of the underlying reason for the disability in making any such determination.

- 21.2** In addition to periods of leaves of absence as required by the Federal and New Jersey State Family Leave Act, NJSA 34:11 B-1 et seq., additional leaves of absence without pay may be granted for the purpose of caring for a sick member of the member's immediate family. However, in no event will the aggregate total of any one period of leave, including leave time mandated by the Family Leave Act and additional leave time granted in the Board's discretion, be in excess of one year unless the Board decides, in its sole discretion, that special circumstances dictate such extended leave.
- 21.3** Members with four (4) years employment may be granted a voluntary leave of absence of one year without pay for professional enhancement. The purpose of such a voluntary leave of absence shall include, but not be limited to, study, travel, or other reasons of value to the school district. A request for such professional enhancement leaves of absence must be received by the Superintendent in writing by March 1 of the school year preceding the school year in which the leave of absence is to occur. Upon return from such a leave of absence granted under this section, a member shall remain on the salary schedule at the level the member was on at the time the leave was granted plus any salary raise for the year in which the teacher returned.
- 21.4** All benefits to which a member was entitled at the time that a leave of absence commenced, including unused accumulated sick leave, shall be restored upon his/her return, and he/she shall be assigned to the same position held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. In the case of leave mandated under the Federal and State Family Leave Act, this section shall apply equally to those health benefits which are required to be continued under that Act without interruption during the time of such leave as well as any other benefits.
- 21.5 Family Leave**
- A.** The Board shall grant voluntary unpaid leaves of absence in accordance with the Federal and State Family Leave Act and may, in its discretion, extend additional periods of leave.
- B.** Except in cases where leave is taken pursuant to the Federal and State Family Leave Act, to be eligible for a salary increment and to accrue benefits, a member must work at least one-half (1/2) of the school year in which the leave commences or terminates. A member on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required, for example under the Federal and State Family Leave Act, or as specified in this Article.

# ARTICLE XXII

## CERTIFIED STAFF PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

22.1 The Board agrees to:

- A. Pay the full cost of tuition and other actual expenses incurred and authorized by the Board in connection with any workshops, seminars, conferences, in-service training sessions, curriculum training sessions, or other such sessions. Said teachers shall also be compensated for all time spent in actual attendance of said session beyond their regular work week at the rate of **twenty-five dollars (\$25)** per hour effective 7/1/99. Salaries for after-school-hour projects such as Curriculum Development, Special Committee Work, Special Assignments, Grant Writing and Federal Projects will be on a fixed fee basis to be determined by the Superintendent and subject to the posting provisions (15.1) for any interested staff.
  
- B. **One thousand two hundred and fifty dollars (\$1250)** shall be paid for any graduate courses taken by a teacher during each year of the contract provided that courses taken by the teacher are in the education field or related to his/her work assignments except in the area of Administration. In order to be eligible for reimbursement, prior approval of the course by the Superintendent of Schools is necessary. If prior approval is not granted, payment will not be given.

Thirty per cent (30%) of said funds shall be available during each fiscal year for workshops, seminars, conferences and training sessions that are approved by the Superintendent.

Part-time employees shall receive these funds on a pro-rated basis.

- C. Any member who applies for the above enumerated benefit must be an employee of the Board at the time the course is taken and also at the time the payment is requested. Failure to be an employee of the Board on any of these occasions will eliminate responsibility on the part of the Board of Education for any payment under this Article of the agreement. Payment must be requested prior to June 30.
  
- D. To qualify for payment, the member must complete the course with a grade of "B" or better, or "P" in those courses which are graded on a Pass/Fail basis.



- 22.2** The Board may provide in-service programs. These programs shall be conducted during the in-service teacher work day if teacher attendance is required. All programs conducted during the summer will be on a voluntary basis.
- 22.3** Each staff member who presents an in-service workshop will receive seventy-five dollars (\$75) reimbursement for the time spent in preparation. Preparation shall be conducted in a place and at a time designated by the Superintendent for those staff members who volunteer to conduct workshops.

# ARTICLE XXIII

## NON-CERTIFIED STAFF PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

23.1 The Board agrees to:

- A. Pay the full cost of tuition and other actual expenses incurred and authorized by the Board in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which a member is required by the administration or the Board to take. Said employees shall be compensated for all time spent in actual attendance of said session beyond their regular work week at their regular hourly rate.
- B. **Seven hundred fifty dollars (\$750)** shall be paid per year for any courses taken by non-certified staff during the life of the contract provided that courses are in the education field or related to his/her work assignment. In order to be eligible for reimbursement prior approval of the course by the Superintendent of Schools is necessary. If prior approval is not granted, payment will not be given. Course payment shall be limited to those courses taken to obtain an Associate's degree: no further courses shall be funded.
- C. Any members who apply for the above enumerated benefit must be employees of the Board at the time the course is taken and also at the time the payment is requested. Failure to be an employee of the Board on any of these occasions will eliminate responsibility on the part of the Board of Education for any payment under this Article of the agreement. Payment must be requested prior to June 30.
- D. To qualify for payment, the member must complete the course with a grade of "B" or better, or "P" in those courses which are graded on a Pass/Fail basis.

# **ARTICLE XXIV**

## **PROTECTION OF MEMBERS**

- 24.1** Members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- 24.2** Members shall immediately report cases of assault suffered by them in connection with their employment to the Principal. Subsequently, a written report will be filed.

# ARTICLE XXV

## INSURANCE PROTECTION

- 25.1** The Board shall provide, at Board expense, 100% full family health care insurance protection for full-time employees hired prior to July 1, 1995. For full-time employees hired after July 1, 1995, the Board shall provide single coverage for a period of twelve (12) months after which time the employee shall become eligible for full family health care insurance protection. Full-time employees hired after July 1, 1995 shall be eligible to purchase additional family or dependent coverage at the group rate during the 12 month new employee period.
- 25.2** For each full-time employee who remains in the employ of the Board for the full school year, the Board shall make payment of the insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st.
- 25.3** The Board shall provide to each member a description of the health care insurance coverage provided under this Article.
- 25.4** Health insurance coverage shall not be diminished during the term of this agreement (reference letter of 4/26/95 and US Healthcare contract), and shall be at least equal to the New Jersey State Health Benefits Program which was in effect for contract year 1994-1995. In the event that the Board of Education elects to change insurance carrier, it shall provide the Association with at least 60 days notice.
- 25.5** The Board shall provide a prescription-drug insurance program, whether single, husband/wife, parent/child (children), or family coverage, to all eligible and desirous members. "Eligible" shall be defined as in 25.1. The prescription drug insurance co-pay shall be as follows: for the 2001-2002 school year:

**\$15.00 Brand Name      \$10.00 Generic      \$0.00 Mail-in**  
**(all plans shall be exclusive of contraceptives)**

- 25.6 Dental and Optical Benefits**
- A.** Effective July 1, 1998 the Board of Education shall allocate an annual amount per member for reimbursement of actual dental and/or optical expenses incurred by the employee and his/her eligible dependents, "eligible dependents" to mean those as are so defined in the health insurance benefits. This amount shall be noncumulative, shall be for expenses not covered by other insurances, and shall be pro-rated for employees who enter or leave the district mid-year, and shall be as follows:

**2005-2005 \$250.00**  
**2005-2006 \$250.00**  
**2006-2007 \$250.00**

- B.** Actual receipted bills showing the name of the patient are to be submitted by the member once, at the end of the year between July 1st and July 15th, for payment by August 31st. Only bills for services rendered for the 12-month period beginning July 1st and ending June 30th will be paid for any one year.
- C.** This benefit shall include all full-time employees and shall not include part-time employees.

**25.7 Dual Insurance Option** The parties recognize that certain employees have dual health care insurance coverage through spouses who have health insurance coverage. During the annual open enrollment period, those employees wishing to decline health insurance coverage, to include the prescription plan provided by this agreement, may so notify the Board of Education, which will in turn notify the health insurance provider for the Board. Those employees wishing to decline health insurance coverage shall be paid a sum equal to fifty per cent (50%) of the actual cost to the Board for the type coverage provided to that employee, i.e., family plan, husband/wife, etc. Employees hired after 9/01/01 shall be paid 50% of the lowest tier. Said payment shall be made in two (2) installments, one on January 1 and the second on July 1. An employee's election to decline health care insurance as per this paragraph shall not affect the employee's right to receive payment from the Board pursuant to this agreement's "Blue Bank" provision. (See Article 25.6)

For life-changing circumstances. i.e., death of a spouse, or divorce, or loss of employment by a spouse, an employee shall be permitted to re-enroll without penalty as per US Healthcare contract. Those employees so re-enrolling shall have immediate coverage. If applicable, employees may utilize the provisions of COBRA to provide continuous coverage.

Employees electing to exercise the dual coverage option shall notify the Board during the annual open enrollment period.

The parties recognize that the Board's health insurance provider, as per its contract with the Board, may mandate a minimum level of participation of the Board's employees. Notwithstanding any of the provisions of this paragraph, any mandate minimum level of participation shall not be violated, nor shall any of the terms nor conditions of the Board's contract with the health care provider be violated.

In the event that a sufficient number of employees elect the dual health care option such that the Board meets its minimum mandatory participation level, the Board shall then establish a waiting list to be prioritized based upon the date that the employee requested the dual health care option.

# ARTICLE XXVI

## SENIORITY AND JOB SECURITY

- 26.1** School district seniority is defined as service by support staff in the school district from date of hire to the present, in the collective bargaining unit covered by this agreement.
- 26.2** Any reduction of positions shall be accomplished only in the following manner: Support staff affected by such a reduction shall have seniority rights over the most junior support staff member within his/her current category of employment (as listed in the salary schedule) and those support staff members thus affected shall retain the same rights in replacing the most junior support staff members in their respective categories before reverting to the next lower category to exercise seniority rights, but in no case shall the affected support member's reduction be any more than one (1) salary step at a time as established on the salary guide.
- 26.3** In the event that a vacancy occurs, a laid-off support staff member shall be entitled to recall thereto in the order of his/her job category seniority. This right to recall shall expire on September 1 in the school year following the school year in which lay-off occurred.
- 26.4** Notice of recall to work shall be addressed to the support staff member's last address appearing on the records of the school district, by certified mail, return receipt requested. Within 30 days from receipt of such notice of recall, the support staff member shall notify the Board of Education, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall.
- 26.5** Seniority shall not be accumulated during the period of lay-off. Upon recall the support staff member shall have his/her accumulated seniority restored to the date of lay-off.
- 26.6** All notices of job opportunities within the negotiating unit shall be posted in all work locations on the bulletin board when possible, thirty (30) days before closing date for applications. A copy of each such notice shall be sent to the Association.

**26.7** A support staff employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause\*, irrespective of whether he/she is subsequently rehired by the school district.

**26.8** In the event a proposed RIF impacts on two or more individuals who have the same seniority profile, and performance is not an issue, the seniority shall be resolved in the following manner:

- A.** A lottery shall be held in the presence of the Superintendent of Schools, the Association President, and the affected members.
- B.** The names of the individuals will be written on separate pieces of paper.
- C.** These pieces of paper shall be folded, placed in any suitable container, and jumbled thoroughly.
- D.** The Superintendent will draw one name and by mutual agreement that will be the person terminated by the RIF.

Nothing herein shall preclude one of the lottery candidates from volunteering to be the person rified.

\* If the Board is not sustained in its position after an employee has pursued all levels of the grievance procedure or sought entitlement under Chapter 269, then the provision of 26.7 shall apply.

# **ARTICLE XXVII**

## **WORK CONTINUITY**

- 27.1** During the period of time of this agreement, D.T.E.A./C.A.R.E.s and its members and members of the bargaining unit represented by D.T.E.A /C.A.R.E.s shall not have the right to engage in any slowdown, work stoppage or strike action.



# ARTICLE XXVIII

## REPRESENTATION FEE

### 28.1 Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as a majority representative.

### 28.2 Amount of Fee/Notification

Prior to the beginning of each membership year the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non members will be determined by the Association in accordance with the law.

### 28.3 Deduction and Transmission of Fee

**A. Notification** On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. By October 15th of each year the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.

**B. Payroll Deduction Schedule** The Board will deduct from the salaries of the employee(s) referred to in Section "A" the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February (retroactive to the beginning of the school year.)

**C. Termination of Employment** If an employee who is required to pay a representation fee terminated his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

**D. Mechanics** Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

**E. Changes** The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee. Such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

**F. New Employees** On or about the last day of each month beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in the bargaining unit during the preceding thirty (30) day period. The list will include names, Social Security numbers\*, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment or death.

#### **28.4 Indemnification and Save Harmless Provision**

**A. Liability** The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

1. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

**B. Exception** It is expressly understood that Paragraph "A" above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's improper execution\*\* of the obligations imposed upon it by this Article.

\* The Association agrees to maintain confidentiality of these Social Security numbers. These numbers shall be used only to maintain membership rolls within local and parent organizations.

\*\* The correct amount of money must be transmitted at the proper time. Current practice reflects transmission of funds once a month within 5 working days of the 30th. This application would necessitate the same requirement as mentioned above.

# ARTICLE XXIX

## SUBCONTRACTING SEVERANCE SETTLEMENT

- 29.1** In the event that subcontracting results in fewer positions, the Board shall provide the following considerations for those individuals not hired or offered employment by the subcontractor:
- A. Continuation of medical coverage for 90 calendar days.
  - B. Continuation of prescription plan for 90 calendar days.
  - C. Favorable reference in writing, on Board stationery, stating that the employee's performance was satisfactory and the reason for termination was strictly economical and not performance-related.
  - D. Continuation of salary for 60 calendar days.
- 29.2** The above sections A, B, C and D shall constitute the full extent of the Board's liability in terms of any severance settlement due to subcontracting for those employees so affected.

# ARTICLE XXX

## MISCELLANEOUS PROVISIONS

- 30.1** This agreement constitutes a bilateral agreement for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- 30.2** If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 30.3** For contractual work performed during the normal school day and during the normal school year, the Board will pay all bargaining unit members in accordance with the provisions of this agreement. For non-bargaining unit work, the Board will determine such matters at its own discretion.
- 30.4** All employees, if required to perform Jury Duty during their work day or work year, shall suffer no loss of pay, benefits or seniority. All employees, if called for Jury Duty during their work year, shall seek an exemption or deferment and provide to the employer verification of their attempt to obtain this waiver in order to receive remuneration. A deferment for 10-month employees shall refer to that time during the summer when school is not in session.

# ARTICLE XXXI

## DURATION OF AGREEMENT

**31.1** This agreement shall be effective as of July 1, 2004 until June 30, 2007.

**31.2 IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be signed by their respective Presidents and attested by their respective Secretaries.

**FOR THE DOWNE TOWNSHIP BOARD OF EDUCATION:**

\_\_\_\_\_  
President, Stultz Taylor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary, Stephanie Kuntz

\_\_\_\_\_  
Date

**FOR THE D.T.E.A./C.A.R.E.s:**

\_\_\_\_\_  
President, Rose Garrison

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Patricia Finley

\_\_\_\_\_  
Date

**APPENDIX A**

Level One (Superintendent of School)  
Level Two (Superintendent of School)  
Level Three (Board of Education)

File No. 98-99-x

***Grievance Form***

Employee's Name \_\_\_\_\_ Position \_\_\_\_\_

School: \_\_\_\_\_ Date of Grievance Initiation \_\_\_\_\_

**Distribution**

**2 Originals** (Superintendent of Schools/Grievance File & DTEA/CAREs Grievance Committee)  
**2 Copies** (Employee and NJEA UniServ Office)

*Instructions: Complete 2 originals and 2 copies of this form and send to the appropriate person or group.*

1. \_\_\_\_\_ My immediate supervisor and I have informally discussed the grievance at Level 1 and have come to the following solution:  
(Nature of grievance.....state section of contract if applicable, and solution)

2. \_\_\_\_\_ I wish to proceed to Level 2 (3) in reference to the grievance which was informally discussed (grieved) at Level 1 (2).  
(Nature of grievance.....state section of contract if applicable, and solution)

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX B**

**Schedule A - Certified Staff**

**APPENDIX B**

**Schedule A - Certified Staff**



**APPENDIX B**

**Schedule A - Certified Staff**

## **APPENDIX B**

### **Schedule A - Support Staff**

**\*Years of service do not correspond with steps on the guide. Placement will be on an N-5 basis for staff hired prior to September 1991. Placement will be on an N-3 basis for staff hired from September 1991 through June of 1993. Placement will be based on years of service for staff hired after September 1993. “Grandfathered” aides are Margie Chillari and Peggy Stratton. No other support staff members move to the “Grandfathered” step. Once the “Grandfathered” support staff members retire, that step will no longer be on the guide.**

## **APPENDIX B**

### **Schedule A - Support Staff**

**\*Years of service do not correspond with steps on the guide. Placement will be on an N-5 basis for staff hired prior to September 1991. Placement will be on an N-3 basis for staff hired from September 1991 through June of 1993. Placement will be based on years of service for staff hired after September 1993. “Grandfathered” aides are Margie Chillari and Peggy Stratton. No other support staff members move to the “Grandfathered” step. Once the “Grandfathered” support staff members retire, that step will no longer be on the guide.**

## **APPENDIX B**

### **Schedule A - Support Staff**

**\*Years of service do not correspond with steps on the guide. Placement will be on an N-5 basis for staff hired prior to September 1991. Placement will be on an N-3 basis for staff hired from September 1991 through June of 1993. Placement will be based on years of service for staff hired after September 1993. “Grandfathered” aides are Margie Chillari and Peggy Stratton. No other support staff members move to the “Grandfathered” step. Once the “Grandfathered” support staff members retire, that step will no longer be on the guide.**

## **APPENDIX B**

### **Schedule A - Support Staff**

#### **SALARY GUIDE 2004-2005 FIRST YEAR**

|                                | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 |
|--------------------------------|--------|--------|--------|--------|--------|--------|
| Secretary                      | 10.71  | 11.83  | 12.89  | 13.95  | 14.94  | 16.08  |
| Custodians                     | 10.40  | 11.46  | 12.53  | 13.59  | 15.46  | 15.71  |
| Night Custodians               | 10.26  | 11.24  | 12.22  | 13.00  | 14.10  | 15.17  |
| Cafeteria Worker               | 9.37   | 10.27  | 11.18  | 12.08  | 12.98  | 13.89  |
| Clerk/Receptionist             | 9.37   | 10.27  | 11.18  | 12.08  | 12.98  | 13.89  |
| Van Driver                     | 9.37   | 10.27  | 11.18  | 12.08  | 12.98  | 13.89  |
| Medical Van Aide               | 25.27  | 26.18  | 27.08  | 27.99  | 28.89  | 30.19  |
| Van Aide                       | 8.74   | 9.79   | 10.87  | 11.94  | 12.84  | 13.71  |
| Technology-Technician Trainer  |        |        |        |        |        | 15.16  |
| Substitute Caller – 1 hr. /day |        |        |        |        |        | 16.08  |

## APPENDIX B

### Schedule A - Support Staff

#### SALARY GUIDE 2005-2006 SECOND YEAR

|                                | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 |
|--------------------------------|--------|--------|--------|--------|--------|--------|
| Secretary                      | 11.24  | 12.42  | 13.54  | 14.65  | 15.68  | 16.88  |
| Custodians                     | 10.92  | 12.04  | 13.15  | 14.27  | 16.23  | 16.50  |
| Night Custodians               | 10.77  | 11.80  | 12.84  | 13.74  | 14.00  | 15.93  |
| Cafeteria Worker               | 9.84   | 10.79  | 11.73  | 12.68  | 13.63  | 14.58  |
| Clerk/Receptionist             | 9.84   | 10.79  | 11.73  | 12.68  | 13.63  | 14.58  |
| Van Driver                     | 9.84   | 10.79  | 11.73  | 12.68  | 13.63  | 14.58  |
| Medical Van Aide               | 26.54  | 27.49  | 28.44  | 29.39  | 30.33  | 31.70  |
| Van Aide                       | 9.17   | 10.28  | 11.41  | 12.53  | 13.48  | 14.39  |
| Technology-Technician Trainer  |        |        |        |        |        | 15.92  |
| Substitute Caller – 1 hr. /day |        |        |        |        |        | 16.88  |

## APPENDIX B

### Schedule A - Support Staff

#### SALARY GUIDE 2006-2007 THIRD YEAR

|                                | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 |
|--------------------------------|--------|--------|--------|--------|--------|--------|
| Secretary                      | 11.80  | 13.04  | 14.21  | 15.38  | 16.47  | 17.72  |
| Custodians                     | 11.47  | 12.64  | 13.81  | 14.98  | 17.05  | 17.32  |
| Night Custodians               | 11.31  | 12.39  | 13.48  | 14.45  | 15.64  | 16.73  |
| Cafeteria Worker               | 10.33  | 11.33  | 12.32  | 13.32  | 14.32  | 15.31  |
| Clerk/Receptionist             | 10.33  | 11.33  | 12.32  | 13.32  | 14.32  | 15.31  |
| Van Driver                     | 10.33  | 11.33  | 12.32  | 13.32  | 14.32  | 15.31  |
| Medical Van Aide               | 27.86  | 28.86  | 29.86  | 30.85  | 31.85  | 33.28  |
| Van Aide                       | 9.63   | 10.80  | 11.98  | 13.16  | 14.16  | 15.11  |
| Technology-Technician Trainer  |        |        |        |        |        | 16.72  |
| Substitute Caller – 1 hr. /day |        |        |        |        |        | 17.72  |

## **APPENDIX B**

### **Schedule B**

#### **B-1**

#### **Extracurricular Compensation**

Teachers of extra curricular activities under Board supervision shall be compensated at the rate of seven hundred dollars (**\$728**) per year.

#### **B-2**

#### **Special Education Coordinator Compensation**

|                  |               |
|------------------|---------------|
| <b>2004-2005</b> | <b>\$2044</b> |
| <b>2005-2006</b> | <b>\$2126</b> |
| <b>2006-2007</b> | <b>\$2211</b> |

#### **B-3**

#### **Head Teacher**

The Head Teacher shall be compensated at the rate of one thousand five hundred dollars (**\$1500**) per year. Any hours over 40 hours per year shall be paid at the current hourly rate. Monthly documentation must be signed by both the Principal/Superintendent and the Head Teacher. The Head Teacher shall assume the duties of the Affirmative Action Officer.

#### **B-4**

#### **Longevity Provision**

Longevity shall be paid as follows to all staff employed prior to July 1, 1992. Effective July 1, 2006 longevity shall be paid as follows to all staff employed prior to July 1, 1998.

|                 | <b><u>2004-2005</u></b> | <b><u>2005-2006</u></b> | <b><u>2006-2007</u></b> |
|-----------------|-------------------------|-------------------------|-------------------------|
| <b>5 years</b>  | <b>\$380</b>            | <b>\$380</b>            | <b>\$380</b>            |
| <b>10 years</b> | <b>\$740</b>            | <b>\$740</b>            | <b>\$740</b>            |
| <b>15 years</b> | <b>\$1100</b>           | <b>\$1100</b>           | <b>\$1100</b>           |
| <b>20 years</b> | <b>\$1475</b>           | <b>\$1475</b>           | <b>\$1475</b>           |
| <b>25 years</b> | <b>\$1850</b>           | <b>\$1850</b>           | <b>\$1850</b>           |
| <b>30 years</b> | <b>\$2210</b>           | <b>\$2210</b>           | <b>\$2210</b>           |