

**R E C E I V E D**  
MAR 27 2012

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BOARD OFFICE

**COLLECTIVE BARGAINING  
AGREEMENT**

**EASTAMPTON TOWNSHIP BOARD OF EDUCATION**

**and**

**EASTAMPTON TOWNSHIP EDUCATION ASSOCIATION**

**JULY 1, 2011 THROUGH JUNE 30, 2014**

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**PREAMBLE**

This agreement is entered into as of the 1st day of July 2011, between the Eastampton Township Board of Education, hereinafter called the "Board", and the Eastampton Township Education Association, hereinafter called the "Association".

This agreement shall extend between the two parties from July 1, 2011 through June 30, 2014.

**ARTICLE I - RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for certified and non-certified personnel whether under contract, on leave, employed or to be employed by the Board.

Certified personnel included in this agreement:

- Classroom Teachers
- Nurses
- Librarians
- School Counselor(s)
- Psychologist(s)
- Social Worker(s)
- LDTC
- Speech Therapist

Non-certified personnel included in this agreement:

- Secretaries, including Child Study Team Secretary
- Custodians

The positions of CST Supervisor, Secretary to the Superintendent, Supervisor of Buildings and Grounds, Custodial Night Supervisor, Payroll/Health Insurance clerk and Accounts Payable/Receivable clerk are excluded from the unit.

- B. Unless otherwise indicated, the term "employees" when used in this document shall refer to all the certified and non-certified employees represented by the Association in the negotiating unit as defined above.

## ARTICLE II - NEGOTIATION PROCEDURE

- A. Except as this agreement shall hereinafter 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 rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- B. 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 this agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this agreement.

## ARTICLE III - GRIEVANCE PROCEDURE

- A. Definitions
  - 1. Informal disposition of a grievance - The parties recognize that the informal disposition of problems is often preferable to formalized proceedings. Therefore, members of the staff are encouraged by the Association and the Board to attempt to achieve informal disposition of their grievance.
  - 2. Definition - A grievance shall mean a complaint by an employee that there has been a violation or misinterpretation of the provisions of this agreement, or that there has been a violation or misinterpretation of established Board policy, that has altered the working conditions of the employee. As used in Article III, the term "employee" shall mean (a) an individual, (b) a group of employees having the same grievance.
- B. Procedure
  - 1. Any employee who decides that he/she has a grievance shall within twenty school days from the time that he/she knew or should have known of the grievance discuss it with his/her immediate supervisor in an attempt to resolve the matter informally. An employee's failure to meet the twenty-day timeline for initialing a grievance as defined in this paragraph constitutes the forfeiture of the employee's right to continue the grievance process concerning the alleged matter. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five

school days of such discussion he/she shall set forth his/her grievance in writing to the principal, or if the grievance results from an action taken by a school official higher than the rank of principal, the grievant may set forth his/her grievance in writing to that official specifying:

- a. The nature of the grievance;
- b. The results of previous discussions;
- c. That he/she is dissatisfied with the decision(s) previously rendered;
- d. The remedy sought;
- e. The contractual provision or Board policy(ies) alleged to have been violated.

The principal or such official shall give his/her decision to the employee in writing within five school days of the receipt of the written grievance.

2. The employee may within ten school days of the receipt of the decision of the principal or other official appeal the decision to the Superintendent in writing. The Superintendent must respond in writing to the grievant within ten school days of the receipt of the written grievance.
3. If the grievance is not resolved to the employee's satisfaction, he/she may appeal within ten school days of the receipt of the Superintendent's decision to the Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall hold a hearing with the employee within twenty days of the receipt of the written grievance and render a decision within ten school days of the hearing.
4. In the event that a grievance shall not have been settled under the procedure above, and only if such grievance involves a claim or an infringement upon the provision of this agreement, the grievant may proceed directly to arbitration, which shall be advisory subject to the limitation of statute. However, no matter shall be considered a grievance subject to arbitration if it pertains to:
  - a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to the law is either beyond the scope of the Board's authority or limited to the action by the Board alone;

- b. A complaint made by a non-tenured teacher, which arises by reason of his/her not being re-employed;
- c. A complaint made by any certified personnel occasioned by the appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

Arbitration shall be initiated by certified letter from the grievant bearing the written approval of the president of the Association to proceed and addressed to the Superintendent . Such letter shall be mailed within twenty school days of the receipt of the written decision of the Board.

The grievant, or the person designated by the grievant to represent him/her in this phase of the grievance process, and the Superintendent, or the person designated by the Board to represent it in this same phase of the grievance process, shall promptly attempt to agree upon an engage an arbitrator. If either party determines that no purpose will be served by the attempting or the continuing to attempt to so agree, either party may submit the choice of the arbitrator to the Public Employment Relations Commission.

The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound and comply with all the terms of this agreement. He/she shall have no power to add to, delete from or modify in any way any of the provisions of this agreement. The recommendation of the arbitrator shall be advisory. Fees and expenses of the arbitration shall be borne equally by both parties.

#### C. General Provisions

- 1. Any grievance not processed in accordance with the time limits specified herein shall be deemed relinquished by the grievant.
- 2. The failure of the administration at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed promptly to the next step. The time limits specified at any step may be extended in any particular instance by the agreement of the Superintendent or his/her designee with the grievant.
- 3. Copies of all written grievances, responses and notices shall be mailed to the Association. Meetings held under this procedure shall be conducted at a place, which will afford a fair and reasonable opportunity for all the proper persons to be present. Such persons are defined as the aggrieved, the appropriate Association and Board representatives, and witnesses.

4. Nothing in this agreement shall be construed as compelling the Association to submit a grievance to arbitration.
  5. No reprisals of any kind shall be taken by either party or any member of the administration against any participants in the grievance procedure by reason of such participation.
  6. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
  7. Since it is important that grievances be processed as rapidly as possible, the number of days established for each level of the process should be considered as a maximum and every effort should be made to expedite these timelines.
  8. All documents, communications and records dealing with the processing of a grievance shall be kept in a separate grievance file.
  9. The grievance form that is included as an attachment to this agreement will be utilized in the submission of a grievance by any employee represented by the Association
- D. Rights of Employees to Representation - Any aggrieved party may be represented in all stages of the grievance procedure by himself/herself, or, at his/her option, with a representative. Any representative must present satisfactory written evidence of his/her authority to act with the grievant.

#### **ARTICLE IV - EMPLOYEE RIGHTS**

- A. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could be disciplinary in nature, said employee shall, except in the case of an emergency, be given at least 24 hours prior written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a Representative(s) of the Association advise and represent him/her during such meeting or interview. This right shall not extend to normal meetings, for example, those called as part of the district's evaluation procedure.
- B. An employee shall have the right, upon request, to review the contents of his/her personnel file. A request shall be made to the Superintendent in writing, who shall schedule a review of the file with the employee within a reasonable period of time. Such review shall not include the employee's confidential references pertaining to the employee's initial employment.

- C. Copies of all materials placed in the employee's file (except as noted under B. of this article) shall be given to the employee. An employee may supply written comments to any item placed within his/her personnel file within ten (10) days of receipt of the item by the employee. Such written comments shall be attached to the item.
- D. No grade or evaluation of a student shall be changed without the knowledge of the teacher.
- E. Principals shall provide forms to employees for reporting incidents of student violence and or vandalism to school buildings, teachers and/or their property. Employees shall follow established procedures using the forms for reporting such incidents. No reprimand shall be made against any school employee for filing such a report
- F. Employees shall not be reprimanded or disciplined without just cause. Any employee disciplined and reprimanded, as defined in N.J.S.A. 34:13A-22, shall be eligible to appeal the imposition of said discipline or reprimand through the contractual grievance procedure, except, pursuant to N.J.S.A. 34:13A-29, the grievance, if unresolved, may be appealed to binding arbitration.
- G. Any question or criticism by a supervisor, administrator, or Board member of an employee's performance or instructional methodology shall, except in the case of an emergency, be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

#### **ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information which is in the public domain.
- B. Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings, called at the request of the Board, he/she shall suffer no loss of pay.
- C. The Association shall have the right to use school facilities and equipment including computers, printers, typewriters, copy machines, fax machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment before and after school at the reasonable discretion of the building principal. The Association shall pay the reasonable cost of all materials that are used.
- D. The Association shall have the privilege of purchasing expendable office supplies and other materials from the Board at the price paid by the Board.



- E. The Association shall have in the building the exclusive use of a bulletin board in the faculty lounge. Copies of all materials posted on the bulletin boards shall be given to the building principal, but no approval shall be required.
- F. The Association shall have the privilege of using the inner-school mail facilities and school mail boxes as it deems necessary without the approval of the building principal or other members of the Association.
- G. The Board will pay for the installation and one half of the base monthly charge of a private line for the use of employees in the faculty lounge in the Community School. The Association will pay for all other charges.
- H. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other teacher organizations.
- I. Representatives of the Association shall be permitted to transact official Association business on school property before and after school hours provided that this shall not interfere with or interrupt normal school operations. As a courtesy, the Association Representatives shall notify the principal of their presence in the building.
- J. Association/Administration

In an effort to establish and maintain a positive communications climate, the parties have agreed to establish liaison committees at the building and district levels.

1. The Association shall select a Liaison Committee for the Community School which may meet every other month with the Principal to review and discuss local school issues and practices. The maximum number of committee members is five (5). An agenda will be provided to the Principal at least one week in advance of the meeting.
2. Representatives of the Association may meet with the Superintendent every other month during the school year to review and discuss current school issues and practices that have not been dealt with at the building level and the administration of this Agreement. The maximum number of committee members is five (5). An agenda will be provided to the Superintendent at least one week in advance of the meeting.

## ARTICLE VI - SCHOOL CALENDAR

- A. The establishment of a school calendar shall be at the discretion of the Board and will be subject to such changes as may be necessitated by emergencies.
- B. Proposals from the Association to be considered by the Board for the development of the school calendar for the following school year must be received by the Board through the Superintendent by January 1 of the previous school year.

## ARTICLE VII - TEACHER WORK YEAR AND WORK DAY

- A.
  - 1. All employees shall indicate their presence for duty each day by signing the arrival/departure sheet designated for that purpose, which is located in the school's office.
  - 2. The normal workday for teachers shall be seven (7) hours, thirty (30) minutes. No teacher will be required to report to work earlier than thirty minutes prior to the opening of school for the pupils' school day; all teachers shall be permitted to leave thirty minutes after the close of the pupils' school day except in the case of an emergency as declared by the administration. Teachers are expected to fulfill all professional obligations that fall outside of the normal workday with no additional compensation. Any entitlement to additional compensation for work performed outside the normal work day must be based on specific language in this Agreement (i.e. extra curricular activities (Article 7C), participation on committees (Article 19(B)(4)), or upon prior written approval of the Superintendent.
  - 3. On Friday and on the last day before holidays, teachers may leave immediately after the last bus.
- B.
  - 1. In an attempt to work with the faculty in a professional manner, there shall be nine (9) faculty meetings regularly scheduled throughout the school year, plus two (2) faculty meetings scheduled at the option of the administration. Attendance at all faculty meetings is mandatory. Meetings will begin promptly at 3:30 P.M. and will conclude when the agenda has been completed. Teachers who cannot attend faculty meetings will be held responsible for understanding and implementing appropriately any matters brought to resolution at that time.
  - 2. Faculty meetings which take place after the regular in-school workday shall not be called on Fridays or on any day immediately preceding a holiday, or any other day when teacher attendance is not required at school, except in the case of an emergency declared by the administrator.

3. An Association representative may speak to the teachers at any meeting for fifteen minutes based upon the prior request of the Association.
  4. The notice of an agenda for any meetings shall be given to the teachers involved three days prior to the meeting except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- C. Teacher participation in extracurricular activities, which may extend beyond the regularly scheduled school day, shall be compensated for according to the rate established in schedule B of this agreement. All extra curricular assignments will be posted pursuant to existing posting procedures for regular teaching assignments. As a courtesy, the Board will notify the Association of new extra-curricular positions as they are posted.
  - D. In-service days, when needed, will be scheduled upon the recommendation of the Superintendent and approved by the Board. Those days which require the entire staff shall be scheduled during the normal school workday.
  - E. Teachers will receive one (1) preparation period per school day, five (5) preparation periods each school week. Additional preparation time for team teachers will be provided. In the assignment of preparation time for teachers, the administration shall make every available effort to ensure that such assignments are made as equitable as possible. Teachers shall not leave the building during their preparation or common planning periods without receiving permission from the building principal. If the principal is out of the building, notice to the office will be sufficient.
  - F. All classroom teachers, as well as art, music, and physical education specialists shall begin instruction on the first day for pupils and conclude instruction on the final day for pupils each school year.
  - G. In the event that a teacher is assigned a duty (e.g. emergency classroom coverage, substitute duties, in-service demonstrations, ...) by an administrator in lieu of his/her normal classroom assignment, he/she shall be paid \$20 for every extra period/duty/assignment that he/she serves beginning with the fifth coverage of any period/duty/assignment that he/she provides within a school year.

When a teacher is asked to give up a preparation period in order to provide the aforementioned coverage, he/she shall receive compensation for each instance that is requested by an administrator. The rate per coverage is \$20 for each instance that is requested by an administrator.

- H. The teacher work year shall be one hundred eighty-six (186) days, in which there shall be one hundred eighty-one (181) instructional days. Teachers new to the

Eastampton District can be required to work up to three (3) days prior to the first day for returning staff. These days may include days before September 1.

- I. Teachers shall be required to attend Back to School Night and two other community/school based activities outside the regular school hours as part of their regular duties each year.

#### **ARTICLE VIII - CLASS SIZE**

The Board and the administration are aware of the problems that arise with overcrowding. Every effort has and will be made to eliminate such situations.

#### **ARTICLE IX - NON-TEACHING DUTIES**

- A. Lunch duty and playground duty shall be considered part of the normal workload of teachers. All teachers in the bargaining unit shall perform these duties without additional compensation except as set forth in B. below. The building principal shall maintain a duty roster and make assignments as equitable as possible.

- B. 1. Elementary Level: Teachers who are assigned to lunch duty and playground duty in excess of 25 assignments per year shall be paid \$20.00 for each additional assignment over 25. Payment shall be made in one payment at the close of the year.

2. Middle School Level: Section B.2 is based on the current middle school schedule containing 9 periods. The normal teacher workday will contain six (6) teaching periods, one (1) duty-free lunch, one (1) preparation period, one (1) lunch-playground/team planning period. When a teacher's normal teacher workday contains less than six (6) teaching periods, the Board can assign a duty period to complete the workday without any additional compensation. In unique scheduling circumstances, special area teachers may be assigned one (1) additional teaching period, but shall not be assigned to any student supervision outside of their teaching assignment. The Board agrees to negotiate any impact of any change in the current schedule with the Association before changes are implemented.

For 2011-2012, teachers who are assigned to lunch duty and playground duty in excess of 50 assignments per year shall be paid \$20.00 for each additional assignment over 50. For 2012-2013, for assignments in excess of 55 per year, teachers shall be paid \$20.00 for each additional assignment. For 2013-2014, for assignments in excess of 60 per year, teachers shall be paid \$20.00 for each additional assignment. Payment shall be made in one payment at the close of the year. It is understood and agreed by both parties that the remaining periods per year in excess of the applicable number of lunch/playground duties shall be utilized for purposes of team planning. Team planning time may be scheduled by

the Board such that not all members of the grade level teams will be scheduled at a common or the same time.

- C. Teachers shall not be required to transport students.

#### **ARTICLE X - TEACHER EMPLOYMENT**

On or before May 15th of each year, Non-Tenured Staff shall be notified of their contract and salary status for the ensuing year. Tenured Staff shall be notified of their contract and salary status for the ensuing year on or before June 1<sup>st</sup>.

#### **ARTICLE XI - SALARIES**

- A. The salaries of all employees covered by this agreement will be set forth in the attached salary schedules.
- B.
  - 1. Salary payments to employees will be made on the 15th and 30th of each month, where possible.
  - 2. When a pay period ends on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the previous work day.
  - 3. Teachers shall receive their final checks at the close of the last day of work in June.
  - 4. Employees may elect to have direct deposit of their pay checks into either a savings account or a checking account. A maximum of three (3) accounts (total) may be designated. For 2011-2012, employees may change account designations at any time, thereafter, employees may only change the account designation to another preference at the beginning of each school year.
  - 5. The salary guides attached hereto for the 2011-2012, 2012-2013, 2013-2014 school years and unit member placement thereon have been mutually developed by the parties.
- C. The Board agrees to permit those covered by this agreement to belong to more than one tax sheltered annuity program.
- D. In order to move to the next step on the salary guide, teaching staff members must work at least 94 work days (one half the teacher work year as set forth in Article VII(H) plus one day during the school year. Secretaries and Custodians must also

work one half of their normal work year plus one day in order to advance to the next step on the applicable salary guide.

## ARTICLE XII - TEACHER ASSIGNMENT

A list of the teachers' assignments and known vacancies shall be posted on the faculty bulletin boards in both schools not later than June 1st. All teachers will be given notices of their class or subject assignments, building assignments, and room assignments for the forthcoming year not later than the last day in May.

### A. Voluntary Transfers and Reassignments

Teachers who desire a change in grade or subject assignment may file a written request to that effect with their building principal not later than May 15th.

### B. Involuntary Transfers

1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practical and, except in the case of an emergency, not later than June 1st.
2. In the event of an involuntary transfer or reassignment, the employee shall be informed in writing and have the opportunity to meet and discuss the matter with his/her principal or Superintendent before the transfer occurs. The employee may, at his/her option, have an Association representative present at such meetings.

### C. Teachers will be responsible for packing instructional materials to be relocated, but will not be responsible for moving such materials.

## ARTICLE XIII - VACANCIES

- A. All vacancies shall be adequately publicized by the administration after the vacancy has been reviewed with the Board and a job description for the position determined. The Board will supply the Association with all necessary information concerning vacancies no later than ten (10) week days before the application period is closed.
- B. An employee who desires to apply for an announced vacancy shall submit an application in writing to his/her building principal within the time line specified in the notice.
- C. An employee who desires to apply for an anticipated vacancy, which may occur during the vacation period, shall submit his/her name to his/her building principal

for the position/positions for which the applicant desires, along with an address where the employee can be contacted during the summer.

- D. Opportunities for summer employment, whether full or part-time, will be posted in the faculty lounge at the time the advertisement is made to the general public.

#### **ARTICLE XIV - TEACHER EVALUATION**

- A. Evaluation procedures shall be implemented in accordance with Board policy, established in consultation with tenure teaching staff members, and shall be subject to annual review by a subcommittee composed of administrative and faculty representatives. The purpose of the review is to consider and to recommend any changes deemed necessary.
- B. All discussions related to job performance will be addressed privately between an administrator and the employee, when possible. The employee may, at his or her option, have an Association representative present at any disciplinary meeting.

#### **ARTICLE XV - SICK LEAVE**

- A. Teachers employed on a ten-month contract shall be entitled to ten days of sick leave each school year. Employees on a twelve-month contract shall be entitled to twelve days of sick leave each school year. Eligibility for sick leave will commence on the first official day of said school year whether or not the employee reports for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. The administration may request a written excuse on a day preceding or following a school holiday. An employee's refusal to provide a request by the administration for a physicians confirmation of illness within one week of the employee's return to duty will result in the automatic loss of credit by the employee for the sick leave in question.
- B. An employee who terminates or retires, has completed fifteen years of service, is vested in the pension plan, and has completed ten years of service in the Eastampton School District will receive \$27.00 per unused sick day with no maximum number of days, up to the maximum amount permitted. For those employees hired after the effective date of P.L. 2010, C.3, the statutory maximum will apply.

Payment of unused sick leave shall be subject to the following schedule: If written notice of retirement/termination is submitted to the Board Secretary/School Business Administrator on or before January 31 of the school year of retirement/termination, payment shall be made no later than July 31 of the very next school year. If written notice or retirement/termination is submitted to the Board

Secretary/School Business Administrator after January 31, payment will be made no later than July 31 of the subsequent school year.

#### ARTICLE XVI - TEMPORARY LEAVES OF ABSENCE

1. Three days leave of absence for personal business which requires absence during school hours.

A request for a personal day shall be made only when the nature of the business is such that it cannot possibly be taken care of during other than school hours.

The three (3) days are to be approved without the employee providing specific reasons; however, no personal days without reason may be used immediately before or after holidays and vacations, during the first or last two weeks of school.

Application to the building principal for personal leave shall be made at least three school days before taking such leave, except in the case of an emergency, as determined by the building principal.

Except in the case of an emergency, no personal leave will be agreed to on the day before or the day after a holiday or vacation.

The employee claiming that an emergency has occurred in this situation shall provide the Superintendent with a written statement outlining the nature of the emergency. Denials of an emergency day before or after a holiday shall not be grievable beyond the Board level.

After the fourth Monday in May, only four personal days for teachers and only two personal days for support employees will be permitted, except in the case of an emergency, as determined by the building principal. Approval shall be granted on a first come basis.

2. All employees unused personal days each year will be added to their accumulated sick days the next year.
3. Up to two professional days, with the approval of the building principal, for the purpose of visiting other schools or attending meetings for conferences of an educational nature, not inclusive of the NJEA Convention.
4. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system if the employee is required to attend. An employee shall not be paid if the legal proceedings



are the result of illegal Association activities or if legal action connected with the employee's employment is upheld. The definition of an employee's employment concerns only suspensions, dismissals, or a reduction in pay.

5. In the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, grandparents, grandchild, brother-in-law, sister-in-law, and any other member of the immediate household, up to three days will be granted. When adverse circumstances prevail, additional leave of up to two days may be granted by the building principal upon the request of the employee.
6. In the event of the death of an employee or a student in the district, the Superintendent shall grant an appropriate number of employees sufficient time off to attend the funeral. The time and number of days shall be at the Superintendent's discretion.

#### **ARTICLE XVII - EXTENDED LEAVES OF ABSENCE**

- A. A military leave without pay shall be granted for the period of said induction or initial enlistment based upon a written request from an employee who is inducted into any branch of the armed forces of the United States.
- B. Extended leaves of absence without pay may be granted to employees with three (3) or more years of service, at the discretion of the Board. During the period of such approved leave, the employee may maintain coverage in available insurance plans subject to employee reimbursement of premiums to the Board and subject to administrative rules concerning said reimbursement. Upon his/her return, an employee shall be entitled to all unused accumulated sick leave. No sick leave shall be earned during the leave of absence.
- C. A request for a child-rearing leave may be granted by the Board for a period not to exceed one year. The Board may consider a timely request (by January 31) for a second year of leave. The employee must remain on leave for the full time granted by the Board. A child rearing leave must be completed within two (2) years' of the child's birth or adoption.
- D. Sabbatical leave - A leave of absence for the purpose of participation in a graduate school program or a program or an activity deemed necessarily valuable to the district may be granted by the Board. Remuneration will be the difference between the applicant's normal salary and Step 1 of the B.A. salary scale. A faculty member who has been granted a sabbatical leave will continue receiving full health benefits during this period.

## ARTICLE XVIII - PERSONAL AND ACADEMIC FREEDOM

Covered employees shall be entitled to full rights of citizenship; no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal law.

## ARTICLE XIX

### BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Board agrees to provide a filing cabinet in the classroom for each teacher's use.
- B.
  - 1. A committee(s) to discuss specific curriculum issues will be created as needed by the Board with input from the Association through the Administration. The forming of a committee may occur at any time throughout the school year, and will be formally approved by the Board at a regular public meeting.
  - 2. The Association will be asked to nominate five (5) members to serve on the committee.
  - 3. The goals and deadlines for each committee's work will be set by the Board.
  - 4. The Superintendent or his/her designee shall chair each such committee.
- C. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required by the Superintendent or his/her designee to take.

## ARTICLE XX - INSURANCE

- A. Health
  - 1. The Board agrees to pay the cost of the premiums for the Health Insurance plan coverage up to family coverage for all employees covered by the contract with the Association on an equal to or equivalent basis, as these programs are described in the plan of the insurance carrier under contract to the Board on July 1, 2002 subject to Section C below.

B. Prescription and Dental

1. The Board agrees to pay the cost of the premiums for prescription drugs and the dental plan up to family coverage for all employees covered by the contract with the Association according to the following schedule:

Prescription Insurance: A stand alone prescription plan with co-pays of \$10 generic/\$20 brand/\$35 non-preferred brand with a two times (2x) co-pay on mail orders that provide a ninety day supply. Effective July 1, 2011, employees shall be obligated to pay 12.5% of the annual premium cost for this plan. Effective July 1, 2012, this contribution shall be eliminated.

2. The dental program will continue as described in the present plan of the insurance carrier under contract to the Board, provided, however, there shall be a dental deductible for Class II and III procedures of twenty five dollars for single coverage and seventy five dollars for coverage more than single.
3. The Board will maintain a Section 125 Plan to allow deduction of employee prescription and dental premium contributions on a pre-tax basis.

C. The above coverages are subject to applicable employee contributions required by P.L. 2011, C. 78.

D. To the extent that is allowable under law, a waiver of full medical coverage for the full year shall entitle a unit member to the following reimbursement:

1. Two thousand five hundred dollars (\$2,500) if all the coverage, i.e., health insurance, prescription and dental are waived.
2. Two thousand two hundred fifty dollars (\$2,250) if health insurance coverage and prescription insurance are waived.
3. Two hundred fifty dollars (\$250) if dental coverage is waived.
4. Any of these waivers and reimbursements for health insurance, prescription and/or dental coverage shall be contingent upon the employee providing proof of having and maintaining, equivalent alternative coverage during all periods for which a waiver and reimbursement is sought, as well as the inclusion in the district's respective group policy of re-entry language acceptable to the Association and the Board.

## ARTICLE XXI - TUITION REIMBURSEMENT FOR TEACHERS

- A. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any graduate courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required by the Superintendent or his/her designee to take.
- B. The Board is willing to contribute toward the tuition for courses related to teachers' current and future job responsibilities. Courses are subject to the approval of the Board or the Superintendent and must be taken at a duly authorized institution of higher education and will not be applicable towards the certification needed to maintain a position in the Eastampton School District. Provided a course has been pre-approved, the Board will compensate the teacher the tuition/credit hour cost according to the schedule defined in this agreement, upon receiving documentation that he/she has completed the course with a grade of "B" or better. The teacher must produce evidence of satisfactory completion of the course(s) and proof of the actual tuition paid by September 15 following the school year in which course(s) were taken. Reimbursement will be paid by September 30. In years where requests for the reimbursement exceed the annual maximum, monies shall be equally divided among the applicants but shall not exceed the actual tuition paid by the covered employee. The above shall be in accordance with P.L. 2010, C. 13.
- C. Per teacher tuition reimbursement that meets the criteria defined in paragraph B above will be as follows:

\$1,400            In each year of this Agreement.

The Board's maximum liability under this provision shall be \$ \$12,000 in each year of this Agreement.

The parties agree that a teacher who leaves the employment of the District less than six (6) months after receipt of any tuition reimbursement by the Board must repay the Board that amount of money. Application forms for tuition reimbursement will contain an individual agreement to that effect.

## ARTICLE XXII - REPRESENTATION FEE

- A. Purpose

If an employee, covered by this agreement, does not become a member of the Association during any membership year, that person will be required to pay a representation fee to the Association for that membership year. This cost will offset the services rendered by the Association as the majority representative to the Board.

B. Notification

1. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the unified membership dues to be assessed to its members for that year. The representation fee to be paid by non-members will equal 85% of that amount.
2. During each membership year, the Association will submit to the Board a list of those employees covered by this agreement who have not become members of the Association. The Board will deduct in equal installments from the salaries of those employees the full amount of the representation fee, and promptly transmit the amount to the Association.
3. When an employee is hired during the course of the year who would be covered by this agreement, the Board will provide written notification to the Association of that employee's name, position, and the date of employment within one week of that employee's official appointment at the public meeting of the Board. The Association will notify the Board in writing whether or not that employee falls into the category where the procedures as defined under "1" and "2" above must be implemented.

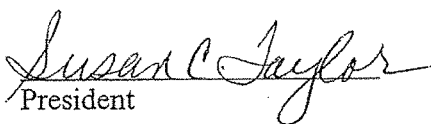
**ARTICLE XXIII - MISCELLANEOUS PROVISIONS**

- A. 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; all other provisions or applications shall continue in full force or effect.
- B. The Board and the Association agree that there shall be no discrimination; that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignments, promotion, transfer or disciplining of teachers or in the application or the administration of this agreement on the basis of race, creed, color, religion, national origin, sex, marital status or participation as a representative of the Association.

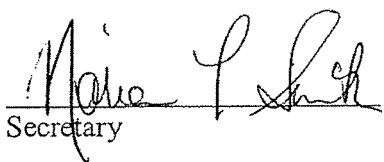
**ARTICLE XXIV - DURATION OF AGREEMENT**

- A. This agreement shall be in continuous effect from July 1, 2011 until June 30, 2014.
- B. In witness thereof, the authorized representatives of the Board and the Association affix their signatures.

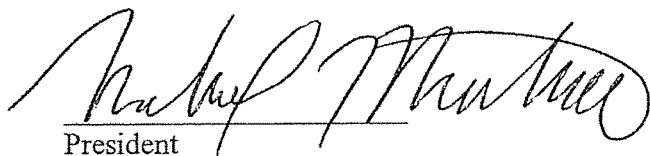
**EASTAMPTON TOWNSHIP BOARD OF EDUCATION**

  
President

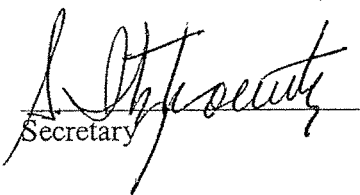
**ATTEST:**

 3/27/12  
Secretary Date

**EASTAMPTON TOWNSHIP EDUCATION ASSOCIATION**

  
President

**ATTEST:**

 3/27/12  
Secretary Date

**2011-2012 Teacher Salary Guide**

Step	BA	BA +15	BA + 30	MA	MA + 30
1	47,550	48,150	48,750	49,950	51,150
2	48,050	48,650	49,250	50,450	51,650
3	48,550	49,150	49,750	50,950	52,150
4	49,550	50,150	50,750	51,950	53,150
5	50,550	51,150	51,750	52,950	54,150
6	51,050	51,650	52,250	53,450	54,640
7	51,850	52,450	53,050	54,250	55,450
8	52,850	53,450	54,050	55,250	56,450
9	54,600	55,200	55,800	57,000	58,200
10	56,600	57,200	57,800	59,000	60,200
11	60,100	60,700	61,300	62,500	63,700
12	63,600	64,200	64,800	66,000	67,200
13	67,950	68,550	69,150	70,350	71,550
14	72,300	72,900	73,500	74,700	75,900

\* Implementation of the 2011-2012 Teacher Salary Guide will be effective with the 8<sup>th</sup> pay period (a seven (7) pay delay).

**Longevity:**

After completing 15 years of consecutive service in Eastampton, add \$2,000 to base salary.

After completing 20 years of consecutive service in Eastampton, add \$3,000 to base salary.

**2012 -2013 Teacher Salary Guide**

Step	BA	BA+ 15	BA +30	MA	MA+ 30
1	48,050	48,650	49,250	50,450	51,650
2	48,550	49,150	49,750	50,950	52,150
3	49,050	49,650	50,250	51,450	52,650
4	49,550	50,150	50,750	51,950	53,150
5	50,550	51,150	51,750	52,950	54,150
6	51,900	52,500	53,100	54,300	55,500
7	52,400	53,000	53,600	54,800	56,000
8	53,200	53,800	54,400	55,600	56,800
9	54,810	55,410	56,010	57,210	58,410
10	56,810	57,410	58,010	59,210	60,410
11	60,310	60,910	61,510	62,710	63,910
12	63,810	64,410	65,010	66,210	67,410
13	68,585	69,185	69,785	70,985	72,185
14	73,360	73,960	74,560	75,760	76,960

\* Implementation of the 2012-2013 Teacher Salary Guide will be effective with the 11<sup>th</sup> pay period (a ten (10) pay delay).

**Longevity:**

After completing 15 years of consecutive service in Eastampton, add \$2,000 to base salary.

After completing 20 years of consecutive service in Eastampton, add \$3,000 to base salary.

2013 - 2014 Teacher Salary Guide

Step		BA	BA+15	BA+30	MA	MA+30
2	48,550	49,150	49,750	50,950	52,150	
3	49,050	49,650	50,250	51,450	52,650	
4	49,550	50,150	50,750	51,950	53,150	
5	50,550	51,150	51,750	52,950	54,150	
6	51,900	52,500	53,100	54,300	55,500	
7	52,400	53,000	53,600	54,800	56,000	
8	53,200	53,800	54,400	55,600	56,800	
9	54,810	55,410	56,010	57,210	58,410	
10	56,810	57,410	58,010	59,210	60,410	
11	60,310	60,910	61,510	62,710	63,910	
12	63,810	64,410	65,010	66,210	67,410	
12a	66,198	66,798	67,398	68,598	69,798	
13	68,585	69,185	69,785	70,985	72,185	
14	73,360	73,960	74,560	75,760	76,960	

**Longevity:**

After completing 15 years of consecutive service in Eastampton, add \$2,000 to base salary.

After completing 20 years of consecutive service in Eastampton, add \$3,000 to base salary.



**Eastampton Secretary Salary Guides**

Step	2011-2012	2012-2013	2013-2014
1	33,832	33,832	33,942
2	34,935	34,935	35,045
3	36,006	36,006	36,116
4	37,078	37,078	37,188
5	38,149	38,149	38,259
6	39,221	39,221	39,331
7	40,292	40,292	40,402
8	41,364	41,364	41,474
9	42,435	42,435	42,545
10	43,490	43,490	44,118
11	45,650	45,090	45,690
<b>Longevity</b>			
after 15 years	1,800	1,800	1,800
after 20 years	2,250	2,250	2,250

Secretaries advance one step per year

**Eastampton Custodian Salary Guides**

Step	2011-2012	2012-2013	2013-2014
1	36,376	36,376	36,486
2	36,912	36,912	37,022
3	37,449	37,449	37,559
4	38,523	38,523	38,633
5	39,596	39,596	39,706
6	40,670	40,670	40,780
7	41,743	41,743	41,853
8	42,817	42,817	42,927
9	43,890	43,890	44,000
10	44,964	44,964	45,074
11	46,037	46,037	46,147
12	47,111	47,111	47,221
13	48,184	48,184	48,901
14	49,760	49,980	50,580
<b>Longevity</b>			
after 15 years	1,800	1,800	1,800
after 20 years	2,250	2,250	2,250

Custodians advance one step per year

CUSTODIAL STAFF

A. BLACK SEAL

The Board will pay only Ronald Stokley and Christian Ramus \$600 each year during the term of this Agreement for their Black Seal license and only for the duration of their employment in the district.

B. VACATIONS

Less than one year: 1 day per month to maximum of 10 days

1-5 years: 10 days

6-15 years: 15 days

at 16<sup>th</sup> year: 1 additional day each year until a max of 20 days

An employee leaving the school system shall be paid for vacation time earned but not used. The amount paid shall be the regular rate of pay for each day of accumulated unused vacation time.

A maximum of 10 unused vacation days may be carried over with the approval of the Superintendent.

From the second year on, vacation time may be taken at the request of the custodian through the Building and Grounds supervisor to the business administrator at any time when the work load can be adjusted. Requests for vacation must be made at least five working days prior to the dates of the vacation.

C. HOLIDAYS

New Year's Eve	July 4th
New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Friday before President's Day	Veterans' day
President's Day	NJEA Convention (one Day)
Good Friday	Thanksgiving Day
Easter Monday	Day after Thanksgiving
Memorial Day	Christmas Eve
	Christmas Day

In the event that any of the above holidays falls on a scheduled school day, the employee shall work that day and receive a day off in lieu thereof as mutually agreed. If any of these holidays should fall on a Saturday, the custodian shall receive the preceding Friday off as the holiday. If any of these holidays should fall on a Sunday, the custodian shall receive the following Monday off as the holiday.

D. SICK LEAVE

All custodial staff members employed on a twelve-month schedule shall be entitled to twelve sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

E. WORK SCHEDULE

1. The work schedule and hourly work load for all custodians will be assigned by the Buildings and Grounds Supervisor, with the understanding that all custodians shall maintain the right to file a grievance using the appropriate procedures, in the event that there is a disagreement concerning the work load and the time necessary to complete assignments.
2. Custodians required to work when school has been cancelled due to extreme weather conditions shall be permitted to leave once the necessary work has been completed to make the school safe for normal operations.

F. OVERTIME

1. All custodians who are called upon to perform duties beyond their normal forty hour week shall be reimbursed at the current overtime rate of time and one-half for each hour required to complete any or all such assigned tasks.
2. Any custodian who is asked to work on a holiday, e.g., Christmas Day, which would otherwise be a day off, or on a Sunday, will be compensated at a rate of double time for each hour worked.

G. UNIFORMS AND EQUIPMENT

The Board will pay up to \$450 per year for clothing and work shoes upon receipts submitted to the school district. A committee from the custodial staff will make recommendations to the business administrator through the Buildings and Grounds Supervisor as to the style and color of the uniforms. The custodial staff will use a voucher system coordinated by the business administrator to purchase the established work attire. Custodians must wear steel-tipped safety shoes daily.

## SECRETARIAL STAFF

### A. HOLIDAYS

Listed as follows are the paid holidays:

Winter Recess	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Spring Recess	NJEA Convention (one day)
Memorial Day	Thanksgiving Day and the Friday following
Independence Day	

In the event that any of the above holidays falls on a scheduled school day, the employee shall work that day and receive a day off in lieu thereof as mutually agreed.

### B. SICK LEAVE

All secretarial staff members employed on a twelve-month schedule will be entitled to twelve sick leave days each school year. Unused sick leave days will be accumulated from year to year with no maximum limit.

### C. VACATION

Less than one year: 1 day per month to maximum of 10 days

1-5 years: 10 days

6-15 years: 15 days

at 16<sup>th</sup> year: 1 additional day each year until a max of 20 days

An employee leaving the school system shall be paid for vacation time earned but not used. The amount paid shall be the regular rate of pay for each day of accumulated unused vacation time. A maximum of 10 unused vacation days may be carried over with the approval of the Superintendent.

Secretaries must apply in writing to the building principal or Superintendent in advance of using three or more consecutive vacation days. Application for single vacation days shall be in accordance with the procedure used for personal/emergency days.

### D. WORK SCHEDULE

1. Secretaries will work eight hours per day, including a forty five minute lunch break, throughout the twelve month school year, except that the secretaries' work schedule for six work weeks beginning the first full week in July shall be 8:00 am to 3:00 pm including a half-hour lunch. During those times in summer when

vacation schedules may result in an administrator not being present, the Superintendent or his/her designee will ensure that an adult employee will be in the building during those times when otherwise a secretary would be alone, provided, no secretary is relieved from duty if an administrator or his/her designee is not in the building.

2. Secretaries who are called upon to perform duties beyond their normal forty hour week shall be paid at the current overtime rate of time and one-half for each hour required to complete any or all such assigned tasks. Any secretary asked to work on a holiday, e.g. Christmas Day, which would otherwise be a day off, or on a Sunday, will be compensated at a rate of double time for each hour worked. Twenty-four hours notice will be given to secretaries when required to work overtime, except in case of emergencies.
3. When the district's schools are closed on a regularly scheduled work day due to inclement weather, the secretarial staff is not required to report for work on that day.
4. On the last day before a holiday, secretaries may leave at 3:30 pm.

#### E. TUITION REIMBURSEMENT

A secretary who takes a course or workshop at the request of the building principal, the Superintendent, or the Board will be reimbursed for tuition or fees upon the completion of the course or workshop. In addition, such employee shall be reimbursed at the District mileage rate for the additional daily miles required for such course attendance.

**GRIEVANCE FORM**

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

**Level One:** Informal attempt at resolution

**Level Two** Principal

**State Grievance:**

**Relief Sought:**

\_\_\_\_\_  
Signature Date

**Level Three:** Superintendent of Schools

Date received by the Superintendent : \_\_\_\_\_

**Disposition of the Superintendent**

**Level Four:** Board of Education

**Position of Grievant or PR&R Committee**

Date submitted to the Board of Education: \_\_\_\_\_

**Disposition of the Board of Education:**

**Level Five:** Arbitration Date submitted \_\_\_\_\_

Please use the reverse side of this form if necessary.

