AGREEMENT

between

RIVER EDGE EDUCATION ASSOCIATION

and

RIVER EDGE BOARD OF EDUCATION

covering the Period

July 1, 2007 through June 30, 2010

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JULY 1, 2007 - JUNE 30, 2010

PART I - ALL MEMBERS

ARTICLES I - X

ARTICLE I RECOGNITION

1.1 Unit

The Board hereby recognizes the Association as the exclusive representative for the collective negotiations concerning terms and conditions of employment for all certificated employees, behavior analysts, technology coordinators, custodians and maintenance employees and secretaries except for employees in the following positions which are excluded:

Superintendent
Principals
Board Secretary/Business Administrator
Teacher Aides
District Office Secretaries (Part-time and Full-time) and Bookkeeper
Coordinator of Staff Development
Supervisor of Buildings and Grounds
Supervisor of Special Services

1.2 Definition of Employees

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined above, and references to male employees shall include female employees.

1.3 Board of Education Rights

The parties agree that the Board of Education reserves all rights, authority and responsibilities, in accordance with applicable laws, and regulations, not otherwise affected by the provisions of this agreement.

ARTICLE II GRIEVANCE PROCEDURE

2.1 Definitions

A grievance shall mean a complaint by any employee, or the Association, that, as to the party or parties, there has been an inequitable, improper, or unjust application, interpretation, or violation of the Agreement. However the "grievance" shall not apply to any matter (1) which is a complaint of a nontenure teacher arising by reason of his not being reemployed; (2) in matters where the board is without authority to act, and (3) neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of R.S. 18A:28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A:6-10, et seq. In such cases, the procedure to be followed shall be that set forth in R.S. 18A:6-10 et seq.

Where a method of review is prescribed by law, an employee shall have the right to invoke the grievance procedure up to the hearing before the Board of Education, and upon determination being made by the Board, the procedure thereafter to be any petition filed with the Commissioner of Education.

The term "employee" shall mean any regularly employed individual, receiving compensation from the Board but shall not include the Superintendent, Principals, Board Secretary/Business Administrator, District Secretaries, Teacher Aides, Supervisor of Buildings and Grounds, Bookkeeper, Coordinator of Staff Development or Supervisor of Special Services.

The term "representative" shall include the River Edge Education Association or any person designated by the River Edge Education Association or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" supervisor shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved employee, his immediate supervisor, the school Principal, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

The term "aggrieved employee" shall mean the employee or employees making the complaint.

2.2 Purpose

Any individual employee shall have the right to present a grievance affecting him. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

2.3 Procedure

Any aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) calendar days period shall be deemed to constitute an abandonment of the grievance.

A. Level One - Principal or Immediate Supervisor

Any employee who has a grievance shall discuss it orally with his immediate superior (Supervisor or Principal) in an attempt to resolve the matter on an informal basis. Where the immediate superior is below the rank of Principal, the Principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) school days.

B. <u>Level two - Board Secretary/Business Administrator (for secretarial, custodial and maintenance employees)</u>

If, as a result of the informal discussion with the immediate supervisor, the grievance is not resolved to the employee's satisfaction within five (5) school days, the employee shall set forth his complaint in writing to the Board Secretary/Business Administrator within five (5) schools days specifying:

- 1. The nature of the grievance;
- 2. The nature and extent of the loss, injury or inconvenience;
- 3. The result of the previous discussion;
- 4. The basis of his dissatisfaction with the decision within five (5) school days of said hearing.

A copy of the employee's complaint to the Board Secretary/Business Administrator shall be furnished to the Principal and to the immediate superior of the aggrieved.

C. Level Three

Superintendent

If, as a result of the hearing with the Principal or Board Secretary/Business Administrator, the grievance is not resolved to the employee's satisfaction within five (5) school days, the employee shall set forth his complaint in writing to the Superintendent within five (5) school days specifying:

- 1. The nature of the grievance;
- 2. The nature and extent of the loss, injury or inconvenience;
- 3. The results of the previous discussion;
- 4. The basis of his dissatisfaction with the decision previously rendered.

A copy of the employee's complaint to the Superintendent shall be furnished to the Board Secretary/Business Administrator or the immediate supervisor of the aggrieved, whichever is applicable.

Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties concerned shall have the right to be heard. The Superintendent shall, within ten(10) school days of said hearing (unless a different period is mutually agreed upon), communicate his decision in writing to the employee and his representative, if there be one, and shall forward a copy of said decision to the Principal and to the immediate superior of the aggrieved employee.

D. Level Four

Board of Education

If the grievance is not resolved to the aggrieved employee's satisfaction, he may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board, such request by the employee to be made within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of receipt of the decision of the Superintendent. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested by the employee, and render a decision in writing setting forth its reasons to the employee, and the Principal within twenty (20) school days (unless extended by mutual agreement of the parties) from the receipt of the grievance.

E. Level Five

Arbitration

If the employee is dissatisfied with the disposition of his grievance by the Board, he may request that the Association submit his grievance to arbitration pursuant to the rules and regulations established by the American Arbitration Association, on or not later than fifteen (15) school days following the receipt of the decision

If the Association determines to submit the grievance to arbitration, it shall do so. Failure to file within said time period shall constitute a bar to such arbitration (unless the time period within which to assert such a demand is extended by mutual agreement of the Association and the Board).

- 1. Within ten (10) school days after such request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request PERC to appoint an arbitrator.
- 2. The arbitrator shall confer with representatives of the Board and of the Association and shall proceed with a hearing and submit a written report in the shortest time possible setting forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the Board and the Association in matters specifically covered by this Agreement.
- 3. The costs of the services of the arbitrator, including per diem expenses and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- 4. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute the Board of Education will pay only the cost of the substitute; the time lost by the employee must either be without pay or charged to personal time; however, if the arbitrator subpoenas an employee to attend the arbitration proceedings as a witness, this employee shall not suffer loss of pay.

2.4 Miscellaneous

An employee with a grievance for which he believes the building principal would not be able to provide relief may initially submit his grievance in writing to the Superintendent, or the Board Secretary in accordance with 2.3.B or 2.3.C. The Superintendent or Board Secretary may either refer the grievance back to the principal or accept the grievance at his/her level.

2.5 Failure to Communicate a Decision or to Appeal

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

2.6 Extension of Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of school days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2.7 Observation of Board Rules and Regulations

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.

2.8 Procedural Exception

In the event a grievance filed during the school year is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, then the time limits shall cease at the end of the year and pick up at beginning of the next school year.

If the grievance occurs between July 1 and Sept. 1, the aggrieved employee will have until September 30 to institute proceedings.

2.9 <u>Employees Covered</u>

All employees covered by this Agreement shall be entitled to the full procedure here in above set forth.

ARTICLE III SALARIES

3.0 The Board shall not discipline, reprimand, or reduce an employee in rank for a cause that is unreasonable, arbitrary and/or capricious.

3.1 Salaries & Guides

The Certified Staff Salary Guides are contained in Addenda A-1, A-2, A-3 and A-4. The Secretarial Staff Salary Guides are contained in Addendum B. The Custodial Staff Salary Guides are contained in Addendum C.

Longevity provisions will be funded from the basic percentage increase over the bargaining base.

The Technology Coordinator's salary for the 2007-2008, 2008-2009, and the 2009-2010 school years shall increase by 4.750% each year.

The Behavior Analyst's salary for the 2007-2008 school year is \$65,000, which shall increase by 4.750% in the 2008-2009 and 2009-2010 school years.

3.2 Semi-Monthly Pay Plan

Salary checks will be issued to all employees on the fifteenth and last day of every month, except when these are nonworking days. In the latter case, checks will be issued on the 1st working day preceding the regular pay day.

3.3 Voluntary Deduction from Salary

Each employee may elect to have as many as 5 voluntary deductions from his/her pay. The business office will deposit amounts deducted for the employee to accounts/funds as directed by the employee. These accounts/funds include but are not limited to 403B Tax Sheltered Annuities, credit unions, bank accounts, insurance premiums and voluntary payments to a pension fund. These funds shall be deposited no later than the 15th of the month following the pay period.

ARTICLE IV LEAVES OF ABSENCE - NO DEDUCTION OF SALARY

4.1 PERSONAL ILLNESS

A. AWARD OF PAID DAYS FOR SICK LEAVE

1. Full Time Employees

- 10 Month employees will receive 10 sick leave days.
- 11 Month employees will receive 11 sick leave days*
- 12 Month employees will receive 12 sick leave days.

All sick leave days will be credited as of the first official day of the work year whether or not the employee reports for duty on that day.

Employees who resign or are granted an unpaid leave of absence with an effective date prior to May 1 of the current year will have sick leave days reduced on a prorated basis of one per month not worked.

Illness is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by medical authority on account of contagious disease, or being quarantined for such disease in the immediate household.

At the discretion of the Superintendent of Board Secretary, a doctor's certificate may be requested for all cases of illness or injury exceeding three days; otherwise a full salary deduction may be made at the discretion of the board.

* All 11 month employees on staff as of June 30, 1993 will receive 12 sick leave days per year.

2. Part Time Employees

Part-time employees hired on or before May 15, 1995 who work less than five (5) days, shall receive full leave benefits. A full day will be deducted for each absence.

Any employee who is employed full-time on or before May 15, 1995 whose position is reduced from full time to part-time subsequent to that date shall receive full leave benefits (not prorated).

Any employee covered under the recognition clause of the Agreement between the Board and the Association who is employed part-time after May 15, 1995 shall have all of his leave benefits pro-rated. Part-time employees will have their leave benefits pro-rated by the percentage of time worked in relation to a full time employee.

All part time employees who work every day shall receive the full number of leave days with a "day defined as the number of hours in the employee's work day".

B. ACCUMULATION OF SICK LEAVE DAYS

All sick leave days not taken while employed in the River Edge School District shall be cumulative from year to year with no maximum limit.

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C. ACCOUNTING FOR SICK LEAVE DAYS

Employees shall be entitled to a written accounting of their accumulated sick leave days no later than September 30th of each school year.

D. PAYMENT FOR UNUSED SICK DAYS

Teachers who resign and have at least ten years of active service (not including board approved unpaid leave) in the district shall receive pay for one-third of their unused sick days up to a maximum of eighty-five days at a rate equal to 1/200 of yearly salary upon resignation. Secretarial and custodial employees who resign and have at least ten years of active service (not including board approved unpaid leave) in the district shall receive pay of one-third of unused sick days up to a maximum of eighty-five days at a rate equal to 1/220 of yearly salary (secretaries) and 1/240 of yearly salary (custodians) upon resignation.

The Board's maximum liability for the payment of unused sick days shall be Thirty Thousand Dollars (\$30,000) per year. Any amount remaining shall accumulate for a maximum of five times the Board's annual liability.

Payment of the benefit shall be made by July 31st immediately following a resignation received by January 31st of the preceding fiscal year. Employees who fail to give the required advance notice shall be paid on July 31st of the next fiscal year thereafter.

4.2 PERSONAL BUSINESS

A. AWARD OF PAID DAYS FOR PERSONAL BUSINESS

1. Full Time Employees

For personal business, subject to prior application to the Principal and approval by the Superintendent of Schools, three (3) days each year will be granted as earned, pro rata. One and one half (1.5) days may be used in the first half of the school year, or major portion thereof, and one and one half (1.5) days may be used in the second half of the school year, or major part thereof. If more than one and one half (1.5) personal days are used by an employee in the first half of the school year and a sick day has been utilized to cover such a personal day, the sick day will be restored to the employee's sick day bank if the employee actively completes the second half of the school year.

2. Part Time Employees

Part time employees hired after May 15, 1995 will receive the pro rata share of personal days appropriate to their contract as follows:

- 2/10 employees will receive 0.6 full personal days
- 4/10 employees will receive 1.2 full personal days
- 1/2 employees will receive 1.5 full personal days
- 6/10 employees will receive 1.8 full personal days
- 8/10 employees will receive 2.4 full personal days

A full day is defined as the work day for a full time teacher, secretary or custodian.

Part time employees whose work schedule requires them to work a full day will be charged for a full personal day. Part time employees whose work schedule requires them to work a portion of a full day will be charged for that portion of the day.

B. UTILIZATON OF PERSONAL DAYS

An employee may utilize personal days without explanation September through May. Personal days requested for June must provide a specific reason and will be approved by the Superintendent of Schools after his review.

It is recognized that personal business days may be a necessity before or after a holiday any time during the year and such problem needs will be approved by the administration if the application is accompanied by an explanation.

C. ADDITIONAL PERSONAL DAYS

Upon exhaustion of the three personal leave days, additional personal days may be granted each school year at the discretion of the Superintendent, provided specific reasons are stated in the application for each day.

D. UNUSED PERSONAL DAYS

At the end of each school year any unused personal days will be transferred to each individual employee's sick day account.

4.3 FAMILY ILLNESS

A. AWARD OF PAID DAYS FOR FAMILY ILLNESS

1. Full Time Employees

For illness in the employee's family, a period of absence of three (3) days per work year shall be granted (non-accumulative) and these three (3) days may be used for family illness as individual circumstances may warrant.

2. Part Time Employees

Part time employees hired after May 15, 1995 will receive the pro rata share of family illness days appropriate to their contract as follows:

- 2/10 employees will receive 0.6 full family illness days
- 4/10 employees will receive 1.2 full family illness days
- 1/2 employees will receive 1.5 full family illness days
- 6/10 employees will receive 1.8 full family illness days
- 8/10 employees will receive 2.4 full family illness days

A full day is defined as the work day for a full time teacher, secretary or custodian.

Part time employees whose work schedule requires them to work a full day will be charged for a full family illness day. Part time employees whose work schedule requires them to work a portion of a full day will be charged for that portion of the day.

4.4 DEATH IN FAMILY

A. AWARD OF PAID DAYS FOR DEATH IN FAMILY

1. Full Time Employees

Up to five (5) days at any one time shall be granted (nonaccumulative), as individual circumstances may warrant, for death in the family.

2. Part Time Employees

Part time employees hired after May 15, 1995 will receive the pro rata share of death in family days appropriate to their contract as follows:

- 2/10 employees will receive 1.0 full death in family days
- 4/10 employees will receive 2.0 full death in family days
- 1/2 employees will receive 2.5 full death in family days
- 6/10 employees will receive 3.0 full death in family days
- 8/10 employees will receive 4.0 full death in family days

A full day is defined as the work day for a full time teacher, secretary or custodian.

Part time employees whose work schedule requires them to work a full day will be charged for a full family illness day. Part time employees whose work schedule requires them to work a portion of a full day will be charged for that portion of the day.

For the purpose of articles 4.3 and 4.4, "family" shall be understood to include parents, siblings, children, spouse, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or any person domiciled with the employee. Cases not covered herein may be appealed to the Superintendent.

ARTICLE V HEALTH INSURANCE

5.1 Health Care Plan

A. The Board shall provide 100% of the premiums for any employee covered by this Agreement, or his immediate dependents who may elect to be covered thereunder, the following health care insurance:

Horizon Blue Cross and Blue Shield of New Jersey.

- B. Provision of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:
 - 1. The annual Traditional Plan deductible shall be \$200 for single coverage, \$400 for parent & child, \$400 for husband & wife, and \$400 for family coverage.
 - 2. Direct Access office visit co-payments shall be \$20 per visit.
 - 3. Effective July 1, 2007, all newly hired employees shall receive Board paid health insurance in the Direct Access Plan, including dependent coverage, with the option to elect coverages under the indemnity plan with the employee paying the difference between the Direct Access rate and the indemnity plan rate.
- C. Effective July 1, 2007, the Board will provide a Section 125 benefit waiver plan for the Association membership.
 - 1. A benefit waiver plan will be made available to any employee who desires to waive their medical benefits on an annual basis in exchange for an annual cash incentive. Any employee who opts to waive his/her medical benefits must provide proof of coverage in order to be eligible for the cash incentive. The Board will develop a form for all eligible employees to complete on an annual basis to select their insurance coverage or to waive their right to coverage. The annual cash incentive to be provided to any employee waiving his/her medical benefits is as follows:

Marital Status	Traditional	Direct Access & POS #10
Parent & Child	\$3,000	\$2,300
Husband & Wife	\$4,800	\$3,500
Family	\$6,000	\$4,100

The cash incentive shall be prorated for any employee who is employed for less than a full work year. The annual cash incentive will be paid in two (2) installments in December and June. The annual cash incentive is fully taxable and subject to all required withholding taxes. An employee will be permitted to re-enroll in the respective group insurance plans every July 1 or immediately if the employee provides proof of a life status change. If an employee re-enrolls during the year because of a life status change, the cash incentive will be prorated.

5.2 Dental Plan

For employees on staff on June 30, 1993, during the term of this Agreement the Board shall provide 100% of the premium for each employee and his immediate dependents to provide the dental benefits specified in the group dental plan summary dated April 7, 2000 administered by Bollinger, Inc. The Board will

pay 100% of premium for those employed after 6/30/93 when they are granted tenure or after 3 years continuous employment, whichever comes first. New non-tenured employees (those employed after 6/30/93) may purchase this coverage for themselves and their eligible dependents at the board's cost. Effective July 1, 2004, the maximum benefit per individual per policy year shall be \$1,400 after satisfying a deductible of \$100. Said deductible applies to Basic and Major Services, but does not apply to Preventative Services as specified in the group dental plan summary dated April 7, 2000 administered by Bollinger, Inc.

5.3 Period of Coverage

EFFECTIVE DATE OF COVERAGE

 $\underline{\text{Teachers}}$ - Eligible teachers employed during September will be covered by $\underline{\text{Horizon}}$ Blue Cross and Blue Shield of New Jersey as described in Article 5.1 on the first day of September. Eligible teachers employed after September will be covered by

Horizon Blue Cross and Blue Shield of New Jersey on the 30th day following the date of employment.

<u>Secretaries & Custodians</u> - Secretaries and custodians will be covered by Horizon Blue Cross and Blue Shield of New Jersey as described in Article 5.1 on the first day of the month following two months of continuous employment

CONTINUITY OF COVERAGE

Eligible ten and eleven month employees will be covered by all health insurance plans during the summer months and schools breaks as long as they are actively and contractually employed.

TERMINATION OF COVERAGE - ALL ELIGIBLE EMPLOYEES

The coverage of an eligible employee and of an employee's eligible dependents shall terminate on the last day of the second month following the last month in which the employee received a salary payment.

5.4 Extension of Coverage

The Board, at its option, may extend the term of Article V beyond the term of this Agreement. However, the type of insurance coverage once agreed upon shall be changed only by mutual consent of the Board and the Association.

5.5 Continuation of Coverage

The Board will provide an opportunity for members of the bargaining unit to continue the insurance coverage provided here upon retirement, to the extent that the terms and conditions of the policies and contracts then in effect shall permit.

The retiree will be required to:

- a. Notify the Board Secretary/Business Manager of intention to continue coverage.
- b. Pay the complete yearly premium by the date specified by the Board Secretary/Business Administrator; and
- c. Take complete responsibility for notifying the Board Secretary/Business Manager of intent to continue coverage and payment for specific plans by the specified date.

ARTICLE VI SCHOOL CALENDAR

6.1 Yearly School-Wide Professional Workshop

Two (2) full days during which pupils will not be in attendance will be provided in the school year for school-wide professional workshops. All classroom and special teachers, librarians, nurses, psychologists and social workers shall be in attendance at said workshops. Secretaries and custodians may attend, where applicable in the sole judgment of the Superintendent.

ARTICLE VII STAFF ADVISORY COUNCIL/INSTRUCTIONAL COUNCIL

7.1 Advisory Council

A. Organization

An Advisory Council shall be established for the River Edge Elementary Schools and be maintained by the Superintendent and the Association President, both of whom shall serve as ex-officio members of the Council. The Superintendent and the Association each will annually appoint three (3) members to the Council said council to consist of eight (8) members, each appointee to serve a one-year term.

B. Purpose

The Council shall be charged with the responsibility of (1) considering problems identified by the administration of the staff and (2) making recommendations and suggestions for improvement with respect to problems of mutual concern.

C. Rules of Procedure

The Council shall provide its own rules of procedure the first order of business being the establishment of "by laws" to govern the organization.

7.2 <u>Instructional Council</u>

A. Organization

An Instructional Council shall be established in each building. Membership shall include the building principal, building representatives to the Advisory Council, and all grade chairpersons.

B. Purpose

This Council shall consider problems identified by the Administration or the staff, and make recommendations concerning such problems, or refer certain matters to the <u>Advisory Council</u>.

C. Rules of Procedure

The council shall provide its own rules of procedure.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by receipted copy of hand delivered letter, by return receipt certified mail or by telegram to the following addresses:

A. If by the Association to the Board to:

c/o Board Secretary/Business Administrator School District of the Borough of River Edge Cherry Hill School 410 Bogert Road River Edge, N.J. 07661

B. If by the Board to the Association to:

President, River Edge Education Association Cherry Hill School 410 Bogert Road River Edge, N.J. 07661

8.2 Modification of Agreement

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.

8.3 Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under any applicable state or federal laws.

8.4 Administration of Agreement

The Association's representative and the Administration shall meet periodically during the school year to review and discuss current school programs and practices and the administration of this Agreement.

8.5 Printing Agreement

Copies of the Agreement shall be duplicated and presented to all members of the bargaining unit as soon as possible after the agreement is signed. Printing costs will be shared equally by the Board and the REEA.

8.6 Use of Personal Vehicle

Any employee who uses his/her personal vehicle for any school related business will be reimbursed by the Board at the IRS allowable mileage rate per mile.

8.7 Building Access Cards

The Board shall distribute a security access card to each employee at the beginning of each school year. The security access card shall provide the employee ease of access through all designated entrances to the school building. The access cards shall be collected at the end of every school year. Any employee whose access card is lost, stolen, vandalized or mutilated shall be given a replacement card the first time this occurs at no cost to the employee. Thereafter, the employee shall reimburse the Board twenty-five dollars (\$25) for a replacement card. The Board reserves the sole and

exclusive right to discontinue the security access cards at any time it determines the use of such cards is no longer practicable.

ARTICLE IX AGENCY SHOP

9.1 Representation Fee

A. Purpose of Fee

If any employee does not become a member of the Association during any membership year (September 1st to the following August 31st) 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 that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. 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 nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

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

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his 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.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership due to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 about and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

9.2 Indemnification and Save Harmless Provision

A. Liability

The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

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 imperfect execution of the obligations imposed upon it by this Article.

ARTICLE X ASSOCIATION RIGHTS

- 10.1 The Board will make available to the Association in response to reasonable requests from time to time, all information in its possession in the public domain that the Association requires to carry out its duty of representing employee in negotiations and processing of grievances.
- 10.2 Whenever any representative of the Association or any employee participates during working hours in negotiation, grievance proceedings, conferences, or meetings, mutually scheduled by the Board and the Association, he shall suffer no loss of pay.
- 10.3 The Association and its representative shall have the right to use school buildings at all reasonable hours for meetings, subject to the approval of the Principal in accordance with Board Policies. Such approval will not be unreasonably denied.
- 10.4 The Association shall have the right to use school facilities and equipment, including typewriters, computers, duplicating equipment, calculating machines, and all types of audio-visual equipment, when not in use. The River Edge Education Association will pay the sum of \$250.00 per year for such use of equipment, materials and supplies.
- 10.5 The Association shall have, in each building, the exclusive use of a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- 10.6 The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration.
- 10.7 Two telephones, one in each school, will be installed at the expense of the REEA for Association business with installation charges and all bills to be paid by the association. Answering machines will be placed on both telephones. An authorized individual may use the telephones only during his non-instructional time.
- 10.8 Office space will be provided in one school for use by the REEA. The site of this office will remain in the current location at Cherry Hill School unless the change is agreed upon mutually between the Board and the REEA.

PART II - CERTIFIED PERSONNEL

ARTICLES XI - XVI

ARTICLE XI LEAVE OF ABSENCE

11.1 Emergency Sick Leave

Employees covered by this Agreement may receive, at the discretion of the Board, based upon individual considerations in each case, extended sick leave in case of major illness.

11.2 Compensation for Emergency Sick Leave

Whenever any employee has exhausted all accumulated sick leave, together with the ten (10) days allocated for any individual year, and has furnished to the Board a Physician's Statement that said sickness required continued absence of said employee, then said employee may, commencing with the fourth day following the exhausting of all accumulations of sick leave, be granted additional compensation calculated on the basis of the employee's day's salary less the rate of compensation then being paid by the Board to substitute teachers in accordance with the N.J.S.A. 18A:30-6. A day's salary is defined as 1/200th of the annual salary.

11.3 Deduction for Substitute's Pay

A. Emergency Sick Leave

See paragraph 11.2 for provisions that apply.

B. Court Action

In case of absence from duty in response to a legal summons or a subpoena to be a witness in an action in which the teacher is not involved, the amount of the witness fee shall be deducted from the salary of the teacher and applied to the substitute's pay.

11.4 Extended Leave of Absence, except Maternity

A. Qualification

All teachers are eligible for extended leaves of absence which may be granted at the discretion of the Board.

B. Application

Any teacher desiring an extended leave of absence, for any reason, shall submit a written request to the Board through the office of the Superintendent of Schools. Such a request shall contain the proposed dates of absence from school and the reason for the request.

C. Personal Illness

In the event that an extended leave of absence is requested due to personal illness, the application shall be accompanied by a physician's certificate attesting to the need for such absence. Return to the school system must be requested in writing and accompanied by a physician's certificate attesting to the fitness of the teacher to resume his/her assigned duties. The Board of Education may, whenever it deems advisable, require a physician's statement attesting to the

illness of the teacher or may direct the school physician to make a physical examination of any teacher who is absent because of personal illness.

D. Military Service

Teachers employed in this district who are drafted for military service are subject to placement, upon discharge, according to State and Federal Law.

11.5 Childbirth and Child Care Leave

A. A teacher who is physically disabled due to pregnancy, childbirth and postpartum recovery will be entitled to paid sick leave, as provided in Article IV, 4.1, A. of this Agreement, for the period of such disability or until the expiration of her accumulated sick leave, whichever occurs sooner. A teacher who anticipates such a period of disability will give as much advance notice of the anticipated date of delivery as possible, but not less than 60 days before the anticipated beginning of leave.

B. Child Care Leave

- 1. The Board shall grant, upon request, child care leave without pay to any tenured teacher(s), for the purpose of caring for a newborn or newly adopted infant child. Such leaves shall commence immediately upon the expiration of disability leave provided in "A" above, or, if a different starting date is requested, on a date agreed upon by the board and the teacher, and all such leaves will end at the beginning of the next school year, or, if requested at the beginning of the school year following the next school year. Such written application must be made not later than April 15. Effective July 1, 2004, any teacher not currently on a child rearing leave shall be eligible for a subsequent or new child rearing leave only if she returns to active employment for a minimum of one year, except:
 - a. A teacher who becomes pregnant during her leave may request one additional year of child rearing leave; and
 - b. A teacher who becomes pregnant during the first year in which she returns to active employment may request child care leave for the remainder of that same year where her disability leave will end less than three (3) weeks before the end of the school year.
- 2. Application for leave for the care of a newly adopted infant child must be made sixty days before the expected receipt of custody of the infant child, or, if the employee does not have 60 days advance notice, as soon as the employee knows of the date of receipt of custody.
- 3. The Board shall grant child care leave not to extend beyond the current contractual year to any non-tenured teacher.
- 4. Any teacher granted child care leave shall, at his request, be restored to the system at the beginning of a school year or at such other time as may be approved by the discretion of the Board. A teacher on child care leave must notify the Superintendent of his intention to return to active status in the following year by April 15.
- 5. The returning teacher may be assigned to any position decided upon by the Superintendent within the certification of said teacher.

A teacher who began his leave (regardless of his payroll status) before January 31st of the year in which he was teaching, will return to active status at the same guide step he was on when he left. A teacher who began his leave after January 31st of the year in which he was teaching upon return to active status will advance one step on the guide from the step he was on when he left.

6. Any regularly employed teacher may apply for a child care leave.

Where husband and wife are teachers in the River Edge Schools, only one of said persons shall be entitled to such leave.

ARTICLE XII SALARY AND COMPENSATION PROVISIONS

12.1 Teacher Placement on Salary Guide

Salary guide placement adjustments will be made twice yearly, on September 1 and February 1 succeeding actual completion of BA+15, BA+30, MA, MA+15 and MA+30 requirements. The salary at each step of the BA+30 and MA columns of the salary guide will be the same number. Anyone currently on BA or BA+15 will be permitted to advance to BA+30 until January 1, 1998, after which the column will be closed. Anyone at BA+30 on January 1, 1998 will be compensated at the same salary as MA as long as he is employed by the district, unless he earns the academic credentials to advance beyond BA+30.

Non-aligned graduate credits earned before the acquisition of a masters degree shall not be credited toward MA+15 or MA+30 guide placement. Non-aligned credits are defined as credits that are not used to acquire a masters degree. Employees currently (as of July 1, 1996) at MA+15 or MA+30 will not be reduced in credits or salary.

12.2 Equivalency Credit

Equivalency credit up to five (5) credits of fifteen (15) credits will be given to all teachers who satisfactorily complete approved workshops (such as M.S.S.C., Mathematics Institute, N.J.E.A. or Bergen County Education Association). In order to receive such credit, the teacher must obtain the Superintendent's written approval for the program before he begins the workshop. The term "credit" as used herein, shall mean one full semester credit.

12.3 Board Payment for Courses Taken by Teachers

The Board will provide 50% payment of cost for credits that are satisfactorily completed with a grade of A, B, or Pass by a teacher with more than two full years teaching experience in the district. The courses may be taken at any time during this period covered by the terms of this agreement up to a limit of \$1,875 per employee per academic year (July 1 to June 30). The teacher must first obtain the Superintendent's written approval for all courses taken for which the teacher seeks reimbursement.

For those teachers employed by the board prior to September 1990 the "two full years teaching experience in the district" does not apply.

12.4 Tax Sheltered Annuity Program

The Superintendent shall permit representatives of Tax Shelter Annuity Programs to meet with teachers for the purpose of enrolling new members and permitting present members to adjust their investments twice yearly at the request of the Association. Requests for changes shall be made no more than twice yearly.

12.5 Extra Activities Compensation

A. The Board of Education will pay any professional staff member performing professional duties, such as but not limited to staff development, curriculum improvements, program development or staff training, at a rate which will be \$50.00 per hour for the duration of this agreement. Teachers will be paid the negotiated rate for each course taken, if they take more than the minimum course requirement, but not more than one course per school year.

- B. Any professional staff member who teaches an authorized professional course shall be paid for the same at a rate of \$75.00 per hour for the duration of this agreement.
- C. Any professional staff member who, with the Superintendent's prior written approval, acts as an instructor for parent workshops shall be paid for the same at a rate of \$75.00 per hour for the duration of this Agreement.

D. Exclusions to "A" above.

Voluntary district networks e.g., the Reading/Writing Network; Voluntary projects;

The literary magazine, newspapers, etc.;

After school or weekend meetings or workshops;

Professional afternoons;

Approved courses taken by teachers for reimbursement (12.3);

Staff meetings;

Curriculum committee meetings (not excluding summer curriculum committee meetings).

E. <u>Exclusions to B above</u>.

Teaching an authorized professional course means 10 or more in-class teaching hours.

F. In order to provide professionally responsible coverage for each school, in absence of the school principal, the principals of the Cherry Hill and Roosevelt schools shall annually select a Teacher-In-Charge for each school respectively. When notified of the potential need for his/her service, a Teacher-In-Charge will willingly assume professional responsibility for the well being of the school, staff and students on an emergency, short term basis. Issues which would ordinarily be directed to the school principal for immediate action will be directed to the Teacher-In-Charge. Each Teacher-In-Charge will be remunerated \$400.00 for the school year.

12.6 Staff Development Requirement

All teachers will be required to take a staff development course at least three out of every four years.

12.7 Hours of Work

The length of the school day for teachers will be from 8:25 a.m. to 3:30 p.m. including a fifty two minute lunch and at least thirty minute preparation period per day. On days when a teacher is assigned to lunch duty, he will be entitled to a 30 minute duty free lunch period.

ARTICLE XIII TEACHING DAY AND YEAR

13.1 Check-In Procedure

Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.

13.2 Lunch Duty

In each school every member of the unit as defined in Article I, Section 1.1, except nurses, shall be assigned lunch duty on an equitable rotating basis. Effective July 1, 2007, five (5) members of the unit will perform a half-hour period of lunch duty each day for the Cherry Hill School, five (5) members of the unit will perform a half-hour period of lunch duty each day for the Roosevelt School and two (2) members of the unit will perform a half-hour period of lunch duty each day for the New Bridge Center. Prior to the first day of school, the Principal and the instructional council shall jointly plan this duty and related guidelines.

13.3 Preparation Period (see also article 13.10)

Each teacher shall have one (1) thirty (30) minute preparation period per day subject to the following exceptions:

- A. On early dismissal days, the preparation period shall be proportionately reduced.
- B. The last day of school.

There shall be a twenty five dollar (\$25.00) payment to each teacher who loses more than one (1) preparation period.

13.4 Professional Development Afternoons

One (1) professional development afternoon, extending from 1:30~p.m. to 4:00~p.m., will be scheduled during the school year. On this day, students will be dismissed at 12:45~p.m.

13.5 N.J.E.A. Teachers' Convention

Schools will be closed during the days of N.J.E.A. Teachers' Convention and pupils and teachers will not be required to be in attendance.

13.6 Close of School Year

The last day of the school year in which the children are in attendance shall be a four (4) hour session. The school day preceding the last day shall be a full day session.

13.7 Teacher Day Preceding Holidays

On days preceding the following holidays and vacations; December Holiday and Thanksgiving Recesses, the teachers' day shall be at the close of the pupils' day which shall be four hour sessions.

13.8 Parent/Teacher Conference Days

For K-6, there shall be two conference days per class scheduled in the Fall and one conference day per class in Spring. Conferences will be held by request of the teacher and/or parent. Conferences shall take place between the hours of 1:30 p.m. and 7:30 p.m. There will be no more than

two (2) conference days in any given week. These three conference days will follow 12:45 p.m. dismissal days for children.

13.9 Spring Open House and Back-to-School Night

On Back to School Night the teacher and pupil day shall end at 12:45 p.m. except that teachers shall attend preparation workshops until 3:00 p.m. on this day.

On Spring Open House Day the students will be dismissed at 3:00 p.m. The teachers will be free to leave after the students are dismissed and the classroom is secure.

13.10 Opening Day of School

The first day of school for teachers and students will be a full day.

13.11 Extended Work Day - Professional Meeting

On two (2) Mondays of each month the district may conduct meetings for the faculty, each commencing at 3:05 p.m. and ending not later than 4:00 p.m. The Mondays will be delineated on the school calendar for the teacher orientation day prior to the first student reporting day in September. In the event there is an unscheduled closing of the school(s) on a Monday when a faculty meeting is scheduled, that meeting may be rescheduled on a Monday at the discretion of the administration.

13.12 Provision of Substitute Teachers for Special Teachers

Every attempt will be made by the Board and the Superintendent to provide substitute teachers for special teachers (art, library, music, physical education), when they are absent.

ARTICLE XIV PROFESSIONAL EVALUATION

14.1 Administrator/Teacher Review of Evaluation

Each evaluation will be reviewed with the teacher by the administrator before insertion into the teacher's personnel file.

14.2 Teacher Evaluation Date

The evaluation report shall bear the date of review and shall be initialed by the teacher and the administrator.

14.3 Teacher Right to Review Personnel File

A teacher shall have the right, upon request, to review the contents of his personnel file continuing his evaluations in the school district office. At said review the teacher shall have the right to review all the materials in his file and to affix his signature to said materials with the understanding that the signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy. The right of review shall survive the individual's employment.

ARTICLE XV TEACHING ASSIGNMENTS

15.1 Notification of Nontenure Teacher Contract Status

The Board shall formally notify all nontenured teachers of their contract status for the ensuing year by May 15th of the current year or as statutorily required by N.J.S.A. 18A:27-10. The teacher, in turn, shall formally notify the Board by June 1st of the current year of his intentions regarding renewal of said contract.

15.2 Notification of Teaching Assignments for all Teachers

Teachers shall be presented with tentative teaching assignments for the next school year on or before the 30th day of April and again one week before the end of the school year if any changes were made in the tentative assignments.

15.3 Notification of Vacancies

No later than June 15 of each school year, the Superintendent shall deliver to the Association and post in both school buildings a list of the known vacancies or new positions which shall occur during the following school year. In the event a vacancy or new position is created during the school year, the procedure of notification will be administered as soon as practicable.

15.4 Filing Requests

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to the other school may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or school or schools to which he/she desires to be transferred. Such requests for transfers and reassignments for the following year shall be submitted not later than February.

ARTICLE XVI BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

16.1 Procedure for Teacher Purchase of Supplementary Materials

Teachers purchasing materials and/or supplies with the advance approval of the Administration shall be reimbursed upon submission of an appropriate receipt of purchase.

16.2 Teacher Recommendation for Textbook Selection

Teachers shall make recommendations for the selection of text books and other instructional materials.

PART III

SECRETARIAL AND CUSTODIAL PERSONNEL (Article XVII - XXII)

ARTICLE XVII SALARY AND COMPENSATION

17.1 Recall

- A. Any employee called to return to work outside of his regular scheduled shift shall be paid a minimum of two (2) hours at overtime rate.
- B. Inspection of heating and security on non-school days shall be paid at a minimum of two (2) hours rate of pay.

17.2 Daily Work Hours - Custodians

The work shift for custodians shall be:

Day custodians' work shift will be eight (8) hours not including a one half (1/2) hour lunch break.

Night custodians' work shift will be eight (8) hours not including a one half (1/2) hour lunch break.

Part time custodians' work shift will be four (4) hours Monday through Thursday and three and one half $(3 \text{ and } \frac{1}{2})$ hours on Friday.

Starting and ending work times will be assigned by the Supervisor of Buildings and Grounds within the following parameters:

- Day custodians will start no earlier than 7:00 a.m. and no later than 9:00 a.m. and finish no later than 5:30 p.m.
- Night custodians will start no earlier than 12:30 p.m. and will finish no later than 10:00 p.m.

Shift assignments will be made each July $1^{\rm st}$ for the following school year. A custodian's assigned shift will remain fixed for the current school year

All Custodians on Snow Days - On days that the school is closed due to snow or ice, the custodians shall be able to leave as soon as the grounds have been cleared and there is no further snow or ice removal necessary, but not sooner than 12:00 noon. If the time worked in that day is less than 8 hours, there will be no loss of pay.

17.3 Full Time Secretary Work Day

The full time secretary shall work from 8:15 a.m. -4:00 p.m. inclusive of a one hour duty free lunch period from Monday through Thursday and from 8:15 a.m. through 3:30 p.m. on Fridays except as delineated in Article 17.9.

17.4 Full Time Secretary Salary

The salary of full time secretaries shall be determined in accordance with experience placement on Addendum "B" identified as a full time secretary schedule.

17.5 Part Time Secretary Salary

The salary of the part time secretaries shall be determined in accordance with experience placement on Addendum "B" identified as part time secretary schedule.

17.6 Calculation of Hourly Rates

A. Overtime shall be paid at the rate of one & one half (1-1/2) times the hourly rate at the employee's regular hourly rate of pay for all time worked in excess of eight (8) hours in any regular work day. Any work performed on Saturday shall be paid at the rate of one & one half (1-1/2) times the employee's regular hourly rate. Further, any work performed on Sunday or holidays as specified in Article 17.6 herein, shall be paid at the rate of two (2) times the employee's regular hourly rate.

Part-time custodian(s) and part-time secretary (s) shall be paid at the rate of 1.5 times his regular hourly rate after 5 hours. Any work performed on Saturday shall be paid at the rate of 1.5 times his regular hourly rate. Any work performed on Sundays or holidays shall be paid at the rate of 2 times his regular hourly rate.

B. The overtime rate and daily non-approved employee absence deduction rates for twelve (12) month employees shall be based upon each employee's yearly salary divided by 240 to determine the daily rate. The result must be divided by 8 representing the 8 hours work day. For eleven month employees, all of whom are paid over the twelve months and are secretaries, the yearly salary must be divided by 220 to determine the daily rate. The result must be divided by 6.5 representing the 6.5 hour work day. For ten (10) month secretarial employees, the yearly salary must be divided by 200 to determine the daily rate. The result must be divided by 6.5 representing the 6.5 hour work day.

17.7 Vacation

Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the administration. Custodians need not take their vacation weeks consecutively, but may space them, with administrative agreement, during the summer months or during the academic year.

17.8 Noncontractual Employees

Part time or temporary seasonal personnel may be hired at hourly rates established by the Board without allowance for sick leave, paid holidays or vacations.

17.9 Holiday Schedule - Custodians and Secretaries

A. Custodians

Holidays, which the custodians may expect to take, and which fall outside regular school calendar holidays, will be taken as offset days during the scheduled holiday periods and within the school calendar year.

B. Secretaries

All school secretaries hired prior to July 1, 2001 begin the work year on July 1, *work through June 30, and follow the teacher work schedule within the yearly school calendar. 12 month secretaries and/or clerical staff hired after June 30, 2001 begin the work year on July 1 and work through June 30. They will follow the holiday schedule listed in 17.9A and will not be required to work during the Holiday/New Year recess or the winter recess. They will receive 2 additional days off to be taken during the school year.

All 10 month school secretaries hired prior to July 1, 2001 begin the work year on September 1, work through June 30 and follow the teacher work schedule within the yearly school calendar. 10 month secretaries and/or clerical staff hired after June 30, 2001 begin the work year on September 1 and work through June 30. They will follow the holiday schedule listed in 17.9A with the exception of Independence Day, and will not be required to work during the Holiday/New Year recess or the winter recess. They will receive 2 additional days off to be taken during the school year.

* The ten month school secretary shall begin the work year on September 1 and conclude the work year on June 30th.

C. <u>Early Dismissal Before Holidays</u>

On the days preceding the holidays of Thanksgiving and Holiday/New Year Recess, all full time custodians will be allowed to leave work 1 hour before the end of the normal work day without loss of pay.

On the days preceding the holidays of Thanksgiving and Holiday/New Year Recess all full time secretaries will be allowed to leave work at 1:00 without loss of pay.

D. Early Dismissal on Fridays

On Fridays, the full-time school secretaries' working day will end at $3:30\ p.m.$ These secretaries can leave at that time without the loss of pay.

17.10 Termination of Employment

Any employee with three (3) years or more of continuous employment shall be given or give thirty (30) days notice of termination of employment. Upon the request of the terminated employee, the board shall furnish reasons for dismissal and an informal hearing before the Board.

17.11 Custodial Job Security

After an employee has completed four years of employment and if a fifth contract is issued, it will be issued without a termination date.

17.12 Secretaries' and Custodians' Seniority

In the event of a reduction in force, lay-offs of secretaries and custodians will be in the inverse order of seniority.

17.13 Use of Personal Vehicle

The District shall make every effort to avoid having a custodian use his or her personal vehicle for District business.

17.14 Professional Development - Secretaries

Any secretary who, with the prior approval of the Superintendent, completes an approved certificated program and demonstrates competency from completing the program shall be paid one hundred fifty dollars (\$150) in any year in which said program is completed.

17.15 Lead Custodian

In order to provide professionally responsible coverage for each school, in absence of the Supervisor of Buildings and Grounds, the Board shall annually select a Lead Custodian for the Cherry Hill and Roosevelt schools. When notified of the potential need for his/her service, a Lead Custodian will willingly assume professional responsibility for the well being of the school, staff and students on an emergency, short-term basis. Issues which would ordinarily be directed to the Supervisor of Buildings and Grounds for immediate action will be directed to the Lead Custodian. Each Lead Custodian will be remunerated \$400.00 for the school year.

ARTICLE XVIII VACATIONS

18.1 Each twelve-month employee shall be entitled to vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken, except where an employee has voluntarily severed or has been required to leave the employ of the River Edge Board of Education at the end of the contract year. His rate of pay shall be at his last rate of pay.

Secretarial & Custodial

Vacation Schedule

Length of Uninterrupted Service to July 1st:

Less than one year (1) 1 day per month (up to 2 weeks)

One (1) year to and including

three (3) years 2 weeks

Four (4) years to and including

seven (7) years 3 weeks

Eight years or more 4 weeks

Any secretary on maximum step for five (5) years or more will receive two floating vacation days to be taken only when school is not in session.

ARTICLE XIX RELEASE TIME - SUPPORT STAFF

- 19.1 One (1) secretary and one (1) custodian from each building, to be designated by the Association will be allowed to leave their duties at 3:30 p.m. not more than one day per month for the purpose of attending Association meetings, but custodians absence from work will be limited to a maximum of one (1) hour. The Association will normally provide to the administration one (1) week's notice of meetings.
- 19.2 Two (2) night custodians will be released at 4:00 p.m. once per year for the purpose of attending R.E.E.A. or N.J.E.A. workshops at no loss of pay.

ARTICLE XX CUSTODIAL CLOTHING

20.1 Custodian Clothing

The Board of Education will reimburse each custodian for five (5) new uniforms (consisting of work shirt and pants) and one (1) pair of work boots per year. The Board shall also provide outerwear for each full time custodian to be maintained at each building as necessary to perform their responsibilities.

ARTICLE XXI EMPLOYEE-ADMINISTRATION LIAISON

21.1 The Association's representatives shall meet with the Superintendent at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

ARTICLE XXII LEAVE OF ABSENCE

22.1 Emergency Sick Leave

Employees covered by this Agreement may receive, at the discretion of the Board, based upon individual considerations in each case, extended sick leave in case of major illness.

22.2 Compensation for Emergency Sick Leave

Whenever any employee has exhausted all accumulated sick leave, together with the ten (10) days allocated for any individual year, and has furnished to the Board a Physician's Statement that said sickness required continued absence of said employee, then said employee may, commencing with the fourth day following the exhausting of all accumulations of sick leave, be granted additional compensation calculated on the basis of the employee's day's salary less the rate of compensation then being paid by the Board to a substitute for the employee. A day's salary is defined as 1/200th of the annual salary for 10 month employees and 1/240th of the annual salary for 12 month employees.

22.3 Deduction for Substitute's Pay

A. Emergency Sick Leave

See paragraph 22.2 for provisions that apply.

B. Court Action

In case of absence from duty in response to a legal summons or a subpoena to be a witness in an action in which the employee is not involved, the amount of the witness fee shall be deducted from the salary of the employee and applied to the substitute's pay.

22.4 Extended Leave of Absence, except Maternity

A. Qualification

All employees are eligible for extended leaves of absence which may be granted at the discretion of the Board.

B. Application

Any employee desiring an extended leave of absence, for any reason, shall submit a written request to the Board through the office of the Superintendent of Schools. Such a request shall contain the proposed dates of absence from school and the reason for the request.

C. Personal Illness

In the event that an extended leave of absence is requested due to personal illness, the application shall be accompanied by a physician's certificate attesting to the need for such absence. Return to the school system must be requested in writing and accompanied by a physician's certificate attesting to the fitness of the employee to resume his/her assigned duties. The Board of Education may, whenever it deems advisable, require a physician's statement attesting to the illness of the employee or may direct the school physician to make a physical examination of any employee who is absent because of personal illness.

D. Military Service

Employees in this district who are drafted for military service are subject to placement, upon discharge, according to State and Federal Law.

22.5 Childbirth and Child Care Leave

A. An employee who is physically disabled due to pregnancy, childbirth and postpartum recovery will be entitled to paid sick leave, as provided in Article IV, 4.1, A. of this Agreement, for the period of such disability or until the expiration of her accumulated sick leave, whichever occurs sooner. An employee who anticipates such a period of disability will give as much advance notice of the anticipated date of delivery as possible, but not less than 60 days before the anticipated beginning of leave.

B. Child Care Leave

- 1. The Board shall grant, upon request, child care leave without pay to any tenured employee(s), for the purpose of caring for a newborn or newly adopted infant child. Such leaves shall commence immediately upon the expiration of disability leave provided in "A" above, or, if a different starting date is requested, on a date agreed upon by the Board and the employee, and all such leaves will end at the beginning of the next school year, or, if requested at the beginning of the school year following the next school year. Such written application must be made not later than April 15. Any employee not currently on a child rearing leave shall be eligible for a subsequent or new child rearing leave only if he/she returns to active employment for a minimum of one year, except:
 - a. An employee who becomes pregnant during her leave may request one additional year of child rearing leave; and
 - b. An employee who becomes pregnant during the first year in which she returns to active employment may request child care leave for the remainder of that same year where her disability leave will end less than three (3) weeks before the end of the school year.
- 2. Application for leave for the care of a newly adopted infant child must be made sixty days before the expected receipt of custody of the infant child, or, if the employee does not have 60 days advance notice, as soon as the employee knows of the date of receipt of custody.
- 3. The Board shall grant child care leave not to extend beyond the current contractual year to any non-tenured employee.
- 4. Any employee granted child care leave shall, at his/her request, be restored to the system at the beginning of a school year or at such other time as may be approved by the discretion of the Board. An employee on child care leave must notify the Superintendent of his/her intention to return to active status in the following year by April 15.
- 5. The returning employee may be assigned to his/her former position or other like position for which the employee is qualified.

An employee who began his/her leave (regardless of his/her payroll status) before January 31st of the year in which he/she was working, will return to active status at the same guide step he/she was on when he/she left. An employee who began his/her leave after

January 31st of the year in which he/she was working upon return to active status will advance one step on the guide from the step he/she was on when he/she left.

6. Any regularly employed secretary or custodian may apply for a child care leave.

Where husband and wife are employed in the River Edge Schools, only one of said persons shall be entitled to such leave.

PART IV

ARTICLE XXIII DURATION OF AGREEMENT

23.1 Duration Period

This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2010. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

23.2 Status of Incorporation

IN WITNESS WHEREOF, THIS ASSOCIATION has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by the secretary and its corporate seal to be placed hereon.

RIVER EDGE EDUCATION ASSOCIATION	RIVER EDGE BOARD OF EDUCATION
President	President
Secretary	Secretary
Chairman	Chairman

ADDENDUM A-1
CERTIFIED STAFF - SALARY GUIDE (2007-2008)

Step	BA	BA+15	BA+30/MA	MA+15	MA+30
1	43,000	44,290	45,630	47,630	49,330
2	43,750	45,040	46,380	48,380	50,080
3	44,750	46,040	47,380	49,380	51,080
4-5	45,745	47,035	48,375	50,375	52,075
6	46,740	48,290	50,390	52,390	54,090
7	47,835	49,385	51,485	53,485	55,185
8	49,030	50,580	52,680	54,680	56,380
9	50,425	51,975	54,075	56,075	57,775
10	52,020	54,020	56,170	58,170	59,870
11	53,815	56,315	59,115	61,115	62,615
12	55,710	58,210	61,010	63,010	64,510
13	57,705	60,205	63,005	65,005	66,505
14	59,800	62,300	65,100	67,100	68,600
15	61,995	64,495	67,295	69,295	70,795
16	64,290	66,790	72,190	73,790	75,045
17	66,685	69,185	74,585	76,185	77,440
18	69,580	72,080	77,480	79,080	80,335
19	72,575	75,075	80,475	82,075	83,330
20	75,670	78,170	83,570	85,170	86,425
21	78,815	81,315	86,715	88,315	89,570

^{*} Salary guide placement adjustments will be made twice yearly, on September 1 and February 1 succeeding actual completion of BA+15, BA+30, MA, MA+15 and MA+30 requirements. The salary at each step of the BA+30 and MA columns of the salary guide will be the same number. Anyone currently on BA or BA+15 will be permitted to advance to BA+30 until January 1, 1998, after which the column will be closed. Anyone at BA+30 on January 1, 1998 will be compensated at the same salary as MA as long as he is employed by the district, unless he earns the academic credentials to advance beyond BA+30.

^{*} Non-aligned graduate credits earned before the acquisition of a masters degree shall not be credited toward MA+15 or MA+30 guide placement. Non-aligned credits are defined as credits that are not used to acquire a masters degree. Employees currently (as of July 1, 1996) at MA+15 or MA+30 will not be reduced in credits or salary.

ADDENDUM A-2
CERTIFIED STAFF - SALARY GUIDE (2008-2009)

Step	BA	BA+15	BA+30/MA	MA+15	MA+30
1	44,490	46,190	47,890	49,590	51,290
2	45,290	46,990	48,690	50,390	52,090
3	46,090	47,790	49,490	51,190	52,890
4	47,090	48,790	50,490	52,190	53,890
5-6	48,090	49,790	51,740	53,740	55,440
7	49,215	50,915	52,865	54,865	56,565
8	50,440	52,140	54,090	56,090	57,790
9	51,865	53,565	55,515	57,515	59,215
10	53,490	55,490	57,640	59,640	61,340
11	55,315	57,815	60,615	62,615	64,115
12	57,240	59,740	62,540	64,540	66,040
13	59,265	61,765	64,565	66,565	68,065
14	61,390	63,890	66,690	68,690	70,190
15	63,615	66,115	68,915	70,915	72,415
16	65,940	68,440	73,840	75,440	76,695
17	68,365	70,865	76,265	77,865	79,120
18	71,290	73,790	79,190	80,790	82,045
19	74,315	76,815	82,215	83,815	85,070
20	77,440	79,940	85,340	86,940	88,195
21	80,615	83,115	88,515	90,115	91,370

^{*} Salary guide placement adjustments will be made twice yearly, on September 1 and February 1 succeeding actual completion of BA+15, BA+30, MA, MA+15 and MA+30 requirements. The salary at each step of the BA+30 and MA columns of the salary guide will be the same number. Anyone currently on BA or BA+15 will be permitted to advance to BA+30 until January 1, 1998, after which the column will be closed. Anyone at BA+30 on January 1, 1998 will be compensated at the same salary as MA as long as he is employed by the district, unless he earns the academic credentials to advance beyond BA+30.

^{*} Non-aligned graduate credits earned before the acquisition of a masters degree shall not be credited toward MA+15 or MA+30 guide placement. Non-aligned credits are defined as credits that are not used to acquire a masters degree. Employees currently (as of July 1, 1996) at MA+15 or MA+30 will not be reduced in credits or salary.

ADDENDUM A-3
CERTIFIED STAFF - SALARY GUIDE (2009-2010)

Step	BA	BA+15	BA+30/MA	MA+15	MA+30
1	46,285	48,285	50,285	52,285	54,285
2	47,085	49,085	51,085	53,085	55,085
3	47,885	49,885	51,885	53,885	55,885
4	48,685	50,685	52,685	54,685	56,685
5	49,685	51,685	53,685	55,685	57,685
6-7	50,685	52,685	54,685	56,685	58,685
8	51,915	53,915	55,915	57,915	59,915
9	53,365	55,365	57,365	59,365	61,365
10	55,015	57,015	59,165	61,165	63,015
11	56,865	59,365	62,165	64,165	65,665
12	58,815	61,315	64,115	66,115	67,615
13	60,865	63,365	66,165	68,165	69,665
14	63,015	65,515	68,315	70,315	71,815
15	65,265	67,765	70,565	72,565	74,065
16	67,615	70,115	75,515	77,115	78,370
17	70,065	72,565	77,965	79,565	80,820
18	73,015	75,515	80,915	82,515	83,770
19	76,065	78,565	83,965	85,565	86,820
20	79,215	81,715	87,115	88,715	89,970
21	82,415	84,915	90,315	91,915	93,170

^{*} Salary guide placement adjustments will be made twice yearly, on September 1 and February 1 succeeding actual completion of BA+15, BA+30, MA, MA+15 and MA+30 requirements. The salary at each step of the BA+30 and MA columns of the salary guide will be the same number. Anyone currently on BA or BA+15 will be permitted to advance to BA+30 until January 1, 1998, after which the column will be closed. Anyone at BA+30 on January 1, 1998 will be compensated at the same salary as MA as long as he is employed by the district, unless he earns the academic credentials to advance beyond BA+30.

^{*} Non-aligned graduate credits earned before the acquisition of a masters degree shall not be credited toward MA+15 or MA+30 guide placement. Non-aligned credits are defined as credits that are not used to acquire a masters degree. Employees currently (as of July 1, 1996) at MA+15 or MA+30 will not be reduced in credits or salary.

<u>ADDENDUM A-4</u> CERTIFIED STAFF - SALARY GUIDE STAFF ADVANCEMENT/PLACEMENT CHART

Read Directly Across a Horizontal Line to Track Advancement

2006-2007	2007	-2008	2008-	2009	2009-2010
Step	st	ep	Ste	ep	Step
			_		1
			1	\rightarrow	2
	-	<u> </u>		,	3
1 _	→	<u>-</u> ;	3	\rightarrow	4
2	→	3	• 4	\rightarrow	5
3 _	→ 4.	-5 ;	5-	6 →	6-7
4	→ 4.	-5 ;	5_	6 →	6-7
5 _	→	5 	· 7	\rightarrow	8
6	→	7	8	\rightarrow	9
7 _	→	3	9	\rightarrow	10
8	→) —;	10	\rightarrow	11
9 _	→ 1	0	, 11	\rightarrow	12
10	→ 1	1	12	\rightarrow	13
11	→ 1	2	, 13	\rightarrow	14
12	→ 1	3	14	\rightarrow	15
13	→ 1	4	15	\rightarrow	16
14	→ 1	5	16	\rightarrow	17
15	→ 1	6	17	\rightarrow	18
16	→ 1	7	18	→	19
17	→ 1	8	19	\rightarrow	20
18	→ 1	9	20	\rightarrow	21
1 Ω		0	21		21
20		1	21		21
0.1		1	21		21

ADDENDUM B
SECRETARIAL STAFF - SALARY GUIDE

SALAR	Y GUIDE 2007	-2008	SALARY	GUIDE 2008	-2009
STEP	FULL TIME	PART TIME	STEP	FULL TIME	PART TIME
1	32,372	15,539	1	34,412	16,518
2	33,287	15,978	2	35,327	16,957
3	34,232	16,431	3	36,272	17,411
4	35,207	16,899	4	37,247	17,879
5	36,207	17,379	5	38,247	18,359
6	37,237	17,874	6	39,277	18,853
7	38,302	18,385	7	40,342	19,364
8	39,397	18,911	8	41,437	19,890
9	40,527	19,453	9	42,567	20,432
10	41,687	20,010	10	43,727	20,990
Off Guide	45,129		Off Guide	47,169	

SALARY GUIDE 2009-2010

STEP	FULL TIME	PART TIME
1	36,550	17,544
2	37,465	17,983
3	38,410	18,437
4	39,385	18,905
5	40,385	19,385
6	41,415	19,879
7	42,480	20,390
8	43,575	20,916
9	44,705	21,458
10	45,865	22,015
Off Guide	49,307	

Longevity A: After five (5) years at maximum step, add an additional \$2,581

Longevity B: After ten (10) years at maximum step, add an additional \$7,239

Longevity C: After twenty (20) years at maximum step, add an additional \$750

ADDENDUM C
CUSTODIAL STAFF - SALARY GUIDE

SALARY	GUIDE 20	07-2008		SALARY	GUIDE	2008-20	009
STEP	D <i>P</i>	AY N	IGHT	STEP		DAY	NIGHT
1	34	,014 3	8,156	1		35,604	39,905
2	34	,509 3	8,651	2		36,099	40,400
3	35	,004 3	9,146	3		36,594	40,895
4	35	,504 3	9,646	4		37,089	41,390
5	36	,134 4	0,276	5		37,719	42,020
6	36	,809 4	0,951	6		38,394	42,695
7	37	,509 4	1,651	7		39,094	43,395
8	38	,234 4	2,376	8		39,819	44,120
9	38	,984 4	3,126	9		40,569	44,870
10	39	,759 4	3,901	10		41,344	45,645
11	40	,559 4	4,701	11		42,144	46,445
12	41	,384 4	5,526	12		42,969	47,270
Off Guide	1 46	,171		Off Guide 1	-	47,756	

STEP	DAY	NIGHT
1	37,238	41,703
2	37,738	42,203
3	38,238	42,703
4	38,738	43,203
5	39,363	43,828
б	40,038	44,503
7	40,738	45,203
8	41,463	45,928
9	42,213	46,678
10	42,988	47,453

43,788

44,613

49,400

48,253

49,078

SALARY GUIDE 2009-2010

Longevity for 2007-2008, 2008-2009 and 2009-2010: After ten years of service to the district and after one year of maximum step, full time custodians will receive the negotiated salary plus \$4,000.

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Off Guide 1

ADDENDUM D STIPENDS

PSYCHOLOGIST	\$ 761
EDITOR	\$ 3,457
ASSISTANT EDITOR	\$ 1,436
TEACHER MENTOR - CERTIFIED TEACHER	\$ 550
TEACHER MENTOR - ALTERNATE ROUTE	\$ 1,000
WEBMASTER (12 MONTHS)	\$ 2,400

ADDENDUM E SALARY SCHEDULE

	2007-2008	2008-2009	2009-2010
BEHAVIORAL ANALYST	\$65,000	\$68,088	\$71,322
TECHNOLOGY COORDINATOR	\$59,020	\$61,824	\$64,760