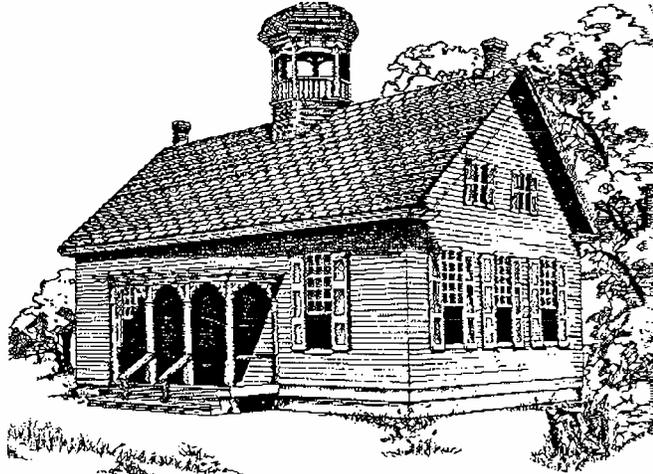


AGREEMENT BETWEEN
THE BOARD OF EDUCATION
CITY OF LINWOOD, NEW JERSEY

AND

THE LINWOOD EDUCATION ASSOCIATION



Excellence in Teaching and Learning

2007 – 2010

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DURATION OF AGREEMENT

- A. 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, unless it is extended in writing.

- B. In witness whereof the 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 and its Secretary, all on the day and date written below.

DATED: February 20, 2008

For the Linwood Education Association:

By:


Linda Dunn, President

For the Linwood Board of Education:

By:


Mathew Finkelson, DMD, President

By:


Susanne Pfaff Manzini, Secretary

By:


Teri J. Weeks, Board Secretary

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SECTION I

EMPLOYEE ARTICLES

P R E A M B L E

This Agreement entered into this 20th day of February 2008 by and between the Board of Education of the City of Linwood, New Jersey, hereinafter called the "Board", and the Linwood Education Association, hereinafter called the "Association."

W I T N E S S E T H

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

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 and N.J.A.C. 19:12-2.1 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

ARTICLE I
RECOGNITION

A. Unit

The Board hereby recognizes the Linwood Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for certified teachers and support personnel, as hereinafter defined.

B. Definition of Teacher

Unless otherwise indicated, the term "teacher(s)," when used in this Agreement, shall refer to all professional employees represented by the Association, including teachers, school nurses, librarians, guidance counselors, but excluding the Superintendent of Schools, Business Administrator, Principals, Supervisors, confidential personnel which by law are not included in unit, and substitute teachers. Reference to male teachers shall include female teachers. This reference shall also be used in other employee categories. (Professional employees must hold current certificate.)

C. Definition of Support Personnel

The term "support personnel" when used hereinafter in this Agreement, shall refer to non-certificated personnel, but excluding part-time non-instructional aides, Business Office staff, confidential personnel which by law are not included in unit, and substitutes.

D. Definition of Employee

Unless otherwise indicated, the term "employee" when used in this Agreement shall refer to all employees represented by the Association in the negotiating unit as referred to in Paragraph A and defined in Paragraphs B and C above and references to male employees shall include female employees.

ARTICLE II

REPRESENTATION FEE

- A.** If an employee as defined in Article I does not become a member of the Association during any membership year (i.e. from July 1 to the following June 30) 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. This fee will be to offset the cost of services rendered by the Association as majority representative.
- B.** Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.
- C. Procedures:**
1. 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. 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 paid 10 days after receipt of the aforesaid list by the Board.
 3. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the 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, provided the same occurs to dues paying members.
- D. Indemnification**
The Association agrees to indemnify and hold the Board harmless against any liability except willful misconduct which may arise by reason of any action taken by the Board in complying with this Article.
- E. Deductions from Salary**
1. **Association Payroll Dues Deduction**
The Board agrees to deduct from the salaries of its employees as defined in Article I, dues for the Linwood Education Association, the Atlantic County Education Association, the New Jersey Education Association or the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N. J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Linwood Employees Association each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
- Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE III

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, P.L. 1974 and N.J.A.C. 19:12-2.1 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin in accordance with the rules and regulations of the Public Employment Commission. Any Agreement so negotiated shall apply to all employees as defined in Article I, be reduced to writing, ratified by the Association and adopted by the Board, and then be signed by the Board and the Association.

B. Modification

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 in accordance with Chapter 123, P.L. of New Jersey, 1974 and N.J.A.C. 19:12-2.1.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an employee or the Association wherein they may appeal the interpretation, application or violation of policies, agreements and administrative decisions adversely affecting the terms and conditions of employment. An employee must state what contract provisions, policy or administrative decision is being grieved and the remedy sought.

B. Purpose

The purpose of this procedure is to resolve grievable differences at the lowest possible level.

C. Procedure

1. Time Limits

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

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to any person(s) covered by this Agreement the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Superior

An employee with a grievance shall first discuss it with his principal or immediate superior within ten (10) school days of the occurrence, and he may be accompanied by an Association representative with the objective of resolving the matter informally. If the employee is not satisfied as a result of the discussion, he may file a grievance within ten (10) school days thereafter.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall present it to the Superintendent of Schools.

5. Level Three - Board

If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) days after the decision at Level Two or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association may refer it to the Board of Education. A hearing will be held with the Board Grievance Committee and/or the full Board within ten (10) school days. If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Three or no decision has been rendered within ten (10) school days, only the

Association may process the grievance to Level Four.

6. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, he may request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request of the aggrieved person. However, the arbitration procedure does not apply to the following:
 - (1) Any matter for which a method of review is prescribed by law.
 - (2) Any rule or regulation of the State Commissioner of Education.
 - (3) Any by-law, rule, regulation and/or policy of the Board of Education which does not adversely affect an employee's terms and conditions of employment. The arbitrator is the sole determination of arbitrability.
 - (4) A complaint of a non-tenured employee as defined in Article I, which arises by reason of not being rehired.
 - (5) A complaint of any employee occasioned by appointment to or lack of appointment to, or retention in, any presently nonexistent position for which tenure is either not possible or not required.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to Public Employment Relations Committee by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations committee in the selection of an arbitrator.
- c. The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement, and proofs on the issues are submitted to him. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties. The arbitrator's decision shall be in writing and shall set 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. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, and the cost of the hearing room shall be borne equally by the Board and the Association. The Board and Association shall not be required to reimburse the arbitrator for any subsistence expenses. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure with the representatives selected or approved by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees in a particular building, such a grievance shall commence at Level One. However, if such a grievance affects more than one (1) building, and if the administrator handling the initial grievance does not have the authority to resolve the grievance, the Association may submit such a grievance in writing to the Superintendent directly. The processing of such a grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person (s) does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to the grievant(s) and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6 c. of this Article.

3. Separate Grievance File

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

4. Forms

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

5. Meetings and Hearings

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

6. Continuance

All employees, including the grievant, will continue to function under the direction of the Superintendent and Administration, regardless of any pending grievance, until such grievance is properly determined.

ARTICLE V

EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every employee as defined in Article I shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et. seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

1. No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any established professional advantage or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
2. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.

D. Required Meetings or Hearings

Whenever an employee is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of an employee pending certification of charges by the Board shall be with pay in accordance with N.J.S.A. 18A: 6-14.

E. Evaluation of Students

The teacher shall maintain the exclusive right and responsibility to determine grades and any other measures the teacher in consultation with the principal deems appropriate for his/her subject area of activity. No report card grade will ordinarily be changed without consultation with the teacher. Final decision on a disputed grade will be with the building principal. Any grade(s) changed by the principal will be initialized by the principal and the teacher will be notified and will have the option of placing a written statement in the student's folder regarding the grade(s) change.

F. Criticism of Teachers

1. Any criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association, in response to reasonable requests, available information concerning the educational program and the financial resources of the District, class size, number of specialists, annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, census data, individual and group employee health insurance premiums and experience figures, names and addresses of all employees that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Released Time for Meetings

Whenever any representative of the Association or any employee participates in meetings that are mutually scheduled during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

C. Use of School Buildings

The Association and its representatives shall have the privilege to use school buildings at a specified hour provided that this shall not interfere with or interrupt school operations and with Administrative approval. The Principal of the building in question shall be notified in advance of the time and place of all such meetings.

D. Use of School Equipment

The Association shall have the privilege to use school facilities and equipment, including typewriters, computers, duplicating equipment, calculating machines and all types of audio-visual equipment during school day or at other time with the approval of the Administration, when such equipment is not otherwise in use. The Association shall be responsible for repairs necessary because of damage while they are using equipment.

E. Bulletin Board

The Association shall have in each school building, exclusive use of the teacher bulletin board in each faculty lounge. No approval is required for material posted on bulletin boards in the faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices with approval of building Principal.

F. Mail Facilities and Mail Boxes

The Association shall have the privilege to use the inter-school mail facilities at regularly scheduled times and school mail boxes as it deems necessary and without the approval of building Principals or other members of the Administration.

G. Office Space

The Association shall be provided adequate office space without cost in a building at a location mutually agreed upon, if available.

H. Leave for Association President

The President shall be granted up to five (5) days with pay within the school year for the pursuit of valid educational goals. Approval for these days is subject to the Superintendent.

I. Exclusive Rights

The rights and privilege 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 except during the contract's open period.

ARTICLE VII

BOARD RIGHTS

- A.** Except as otherwise specified in this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public all of the operations and activities of the school district to the full extent authorized by law and to maintain district policies.
- B.** It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or power granted by its law.
- C.** The Association agrees that its members shall not discriminate against any past, present, or future Board member or his family by reason of his being a Board member, his Board activities, collective bargaining with the Association, or the proper exercise of his duty as a Board member.

ARTICLE VIII

INSURANCE PROTECTION

A. Eligible Employees

Staff members employed 25 hours or less per week will not be eligible to receive benefits.

B. Health Care Insurance As of the beginning of the school year, the Board shall provide the health-care insurance program designated below. The Board shall pay the full premium for each employee and in cases where appropriate for the full family plan insurance coverage.

1. Provisions of Coverage

The health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- a. Rider J.
- b. Major Medical
- c. Maternity Costs
- d. Equal to or better than the full State Health Benefits Plan coverage for employees and their dependents until such time as the School Employees' Health Benefits Program shall be implemented. Subsequent to such implementation, the benefit levels that the Board shall implement shall be equal to or better than the full School Employees' Health Benefits Program.

2. Carrier

The health insurance carrier shall be the State Health Benefit Plan (SHBP) for the basic hospitalization and major medical coverage. Employees will be covered by the School Employees' Health Benefits Program, subsequent to its implementation.

3. Complete Annual Coverage

For employees who join the insurance protection plans offered by the Board and remain in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

C. Description to Employees

The Board shall provide to each employee a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the school year or when made available by the carrier, which shall include a clear description of conditions and limits of coverage as listed above.

D. Disability Insurance (Income Protection)

The Board of Education of Linwood shall assume the cost of coverage under the NJEA sponsored plan, or equal to or better, for all Association members up to a maximum of \$12.80.

E. Prescription Insurance

The Board will provide each employee full family prescription insurance coverage, if eligible. The employee shall pay the following percentage of the cost of said Plan:

<u>Year</u>	<u>Employee Share</u>
2007-2008	8.5%
2008-2009	8.5%
2009-2010	8.5%

The co-pays shall be the equivalent of the co-pays in the State Health Benefits Prescription Plan or whatever is appropriate under the terms of the School Employees' Health Benefits Program once it is implemented.

F. Dental Insurance

The Board will provide each employee full family dental insurance of the Delta Dental Plan, or equal to or better. The Board shall pay 80% of the cost of said Plan. The employee shall pay 20% of the cost of said Plan.

G. Optical Insurance

During the period July 1, 2007, to June 30, 2010, the Board will reimburse each employee up to \$525.00 for full family optical care (including purchase of prescription glasses). Reimbursement may accumulate over a three year period. New staff in years two and three shall receive a prorated amount.

Maximum amount first year:	\$175.00
Maximum amount second year:	\$175.00
Maximum amount third year:	\$175.00

H. Retiree Benefits:

The Board agrees to allow retired employees who retire from the Linwood School District with at least ten (10) years of service in the district to continue to be enrolled in the dental and/or prescription insurance programs if they so desire. The retiree shall be responsible for paying the entire premium for his/her coverage to the Board of Education on a semi-annual basis. Once a retired employee terminates his/her participation in said plan(s) he/she shall be ineligible to re-enroll at a later date.

I. Premium Option Plan:

The Board agrees to establish a Premium Option Plan as allowed under Section 125 of IRC code.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the school year, employees covered under this agreement shall be entitled to the following temporary non-accumulated leaves of absence with full pay each school year:

Personal Days

1. Three (3) days leave of absence for personal business, legal business, household or family matters which require absence during school hours. The applicant for such shall not be required to state the reason for taking such leave other than that he is taking it under this section. In case of emergencies where extended days are necessary, the Board agrees to receive and act on requests for additional days beyond those presently in the contract. The employees covered under this agreement shall give two (2) days notice when reasonable to do so, except in the event of an emergency. If a personal day is requested the day before or the day after a holiday, or recess, then bona fide reasons by the employee requesting such leave must be provided in writing to the Superintendent for approval. It is understood by both parties to this Agreement that personal leave is not intended to extend time off due to a holiday or recess.
2. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system.
3. Unused Personal Day Conversion: Unused personal days shall convert to sick days at the end of the school year on a one to one basis in a minimum of one-half (1/2) day increments.

Emergency Day

Up to five (5) days in any one year in the event of death or serious illness of an employee's spouse, child, son-in-law, parent, father-in-law, mother-in-law, daughter-in-law, brother, sister, sister-in-law, brother-in-law and other members of the immediate household or for religious holidays. Employees shall be granted up to one (1) day in any one year in the event of death of an employee's friend or relative outside the employee's immediate family as defined above. This day will be included as one of the five (5) days. In the event of the death of an employee or student in the Linwood School District, the principal or immediate superior of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.

Bereavement Day

Three (3) bereavement days per year outside the current emergency days limited to spouse, child, parent or parent in law of employee.

Professional Day

Professional days shall be used for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with the approval of the Superintendent.

- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. Illness in Family

A leave of absence without pay of up to two (2) years shall, at the Superintendent's discretion, be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

B. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason.

C. Procedure to Apply for Extended Leaves of Absences

Requests for leave must be received by the Superintendent, in writing, no later than December 1st and action must be taken on all such requests no later than February 1st, of the school year preceding the school year for which the leave is requested except in cases of maternity, other emergency medical needs or as N.J. State law so dictates (i.e. parenting, fostering). Maternity Leave of Absence, Parenting, and Fostering requests must be submitted in writing at least 60 days prior to the 1st day of the leave request, except under extenuating circumstances, i.e., medical emergencies. Emergency medical needs must be submitted in writing as the need is evident.

D. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing at least 60 days prior to the culmination of the existing leave. If approved by the Board, request will be granted.

E. Return From Leave

1. Salary

Upon return from leave granted pursuant to this ARTICLE, a covered employee shall not be considered as if he were actively employed by the Board during the leave, and shall be placed on the Salary Schedule at the level he had achieved at start of absence. It is understood that all leaves may be granted only to tenured covered employees. In addition, subject to the Board's master agreement with its insurance carrier(s) each covered employee on approved leave will be entitled to pay to the Board, the group premium rate for continued insurance coverage during such leave(s).

2. Benefits

All benefits to which a covered employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credit toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position of benefits which he held at the time said leave commenced, if available, or if not, to newly acquired benefits.

*** Refer to Teacher article for additional extended leave language that pertains to teaching staff.**

ARTICLE XI

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the firing, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

B. Savings Clause

In addition to the provisions of this Agreement, the parties agree to continue those commonly applied and mutually understood benefits of long duration. The Board shall also be nondiscriminatory, non-capricious, and reasonable in its application of policies toward each teacher.

C. Separability

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

D. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to a consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within sixty (60) days if possible after the Agreement is signed. The Agreement shall be presented to all employees as defined in Article I now employed and hereafter employed.

F. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions (s) of this Agreement, it shall be delivered to either party at the following:

1. If by Association, to Board at:

Belhaven Avenue School
Linwood, N. J. 08221

2. If by Board, to Association:

President - at either home or school address

Section II - TEACHER ARTICLES

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SECTION II - TEACHER ARTICLES

ARTICLE I TEACHER WORK YEAR

A. In-School Work Year

1. Ten (10) Month Personnel

a. The in-school work year for teachers shall begin not later than five (5) school days after Labor Day.

b. **School Year:** The teacher year will be as follows:

07/01/07 - 06/30/10 - 185 days, including 3 professional days,
and thereafter.

New Staff – 1st year of employment - 187 days, including 3 professional days, 1 orientation day, and 1 professional training day prior to the start of school.

2. Twelve (12) Month Personnel

a. The work year shall begin July 1 each year. Twelve month staff will work the ten month in-school work year, plus an additional 20 days from July 1 to August 30, scheduled with the Superintendent. Exceptions to the additional 20 day schedule will require prior Superintendent approval.

3. Inclement Weather

a. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

B. The in-school work year for teachers as agreed to in this Article shall end no later than June 30th of each school year under this contract.

ARTICLE II

TEACHING HOURS AND TEACHING LOAD

A. Length of Teacher Day

1. Check-in Procedure

As professionals, teachers are expected to devote to their assignments, the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes.

Length of Day - The arrival and departure times for all teachers shall be designated in paragraph 2; however, their total in-school workday shall consist of not more than seven (7) hours.

2. Arrival and Dismissal Time

Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupils' school day and shall end fifteen (15) minutes after the close of the pupils' school day. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

Exceptions are listed below.

- a. The workday may be extended to 7 hrs. and 15 minutes four times per month (excluding Fridays and days prior to holidays/vacations) with the exception of emergent situations as mutually agreed to by Superintendent and the President of the LEA.
- b. When scheduled in-services occur on Fridays, the teacher work day will end at the end of the close of a normal Friday pupil day. In-services will not be held Friday prior to holidays or vacations.
- c. The workday for teachers may be extended 45 minutes for purposes such as in-service, meetings, and staffing twelve days per year (not to be held on Fridays or days prior to holidays /vacations.) A minimum of three days notice will be given for any extended day to 45 minutes.

These exceptions shall not interfere with the conference practice presently used in the elementary schools nor the detention program in the middle school.

d. Extra Pay for Extra Service

Any teacher who is required to work beyond the regular teacher in-school work year as defined in ARTICLE VII, or beyond his total in-school work day as defined in paragraphs 1 and 2 above, while involuntarily working on a school trip, shall be compensated at a rate of one and one-half (1-1/2) times the hourly rate (said hourly rate to be calculated at 1/1000 annual salary).

B. Teaching Load

1. Non-Departmental Classes

The teacher's pupil contact in all non-departmental classes shall remain the same as the 1997-98 school year. Should the Board of Education anticipate a change in this practice, the Linwood Education Association shall be contacted and given opportunities to present solutions for consideration to these changes.

2. Departmental Classes

Contact time in all departmental grades will allow flexibility to permit block of time scheduling, not to exceed 275 minutes per day. When possible a daily planning period will be scheduled.

3. Number of Preparations

Middle school teachers shall not be required to teach more than two (2) subject area(s), nor more than a total of three (3) teaching preparations, where possible when scheduling allows.

4. Continuous Teaching in Middle Schools

Middle school teachers shall not be required to teach continuously for more than four (4) periods, nor four (4) where double periods are used, where possible when scheduling allows.

C. Lunch Periods

1. Grade Level and Other

Teachers shall have a daily duty-free lunch period of at least the following lengths:

- a. Elementary School - 1 hour
- b. Middle School - 1 student lunch period
- c. Other Specials - All special teachers shall have the same work load and daily duty-free lunch period as regular classroom teachers on both school levels.

D. Leaving the Building

Upon advising the principal or his/her designee, teachers may leave the building for lunch. This duty-free lunch time may be at a time agreed upon by the teacher and the building principal or, at their scheduled time. They may also leave during planning periods upon approval of the building principal or his/her designee.

E. Meetings

1. Prior to Holidays and Weekends, meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school, unless an emergency meeting regarding the health or welfare of students or staff is deemed necessary.

2. Association Right to Speak

An Association representative may speak to the teachers during any meeting for at least five (5) minutes upon the request of the representative and after the conclusion of the regularly scheduled meeting.

3. Notice and Agenda

The notice of and agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meetings where practical, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

4. Evening Meetings

Teachers shall not be required to attend evening meetings except for the yearly open house and be available three nights during the parent conferences held in the Fall, if necessary.

F. Extra Pay

In the event of a teacher's absence from his regular assignment and where a regular substitute is needed, but not available for the day or a major part thereof, teachers may be assigned and they will be compensated at the hourly rate of 1/1,000 annual salary. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitable as possible among the teachers in said school.

G. Field Trips

Written permission for field trips shall be obtained from the superintendent to guarantee insurance coverage as a school-sponsored activity. Field trips are to be educational in nature.

ARTICLE III

NON-TEACHING DUTIES

Intent

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

A. Application

1. List of Non-teaching Duties

Personnel other than teachers shall perform non-teaching duties and teachers shall not be required to perform the following duties:

- a. Attendance registers and any other clerical work now performed by office personnel and/or custodial functions. This does not include information to be collected by administration for various report needs.
- b. Correcting standardized tests used at the direction of the Board or the Administration. This excludes District created tests.

2. Transportation Expenses

- a. Interschool Travel - A teacher scheduled for inter-school travel shall be compensated at the rate of \$10.00 per month for use of his own automobile for in-district use.
- b. Pursuant to and to the extent of 18A:16-6, whenever any civil action has been or shall be brought against any person holding any office, position, or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such an office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with the cost of appeal, if any, and shall save harmless and protect such person from any financial loss resulting there from; and said Board may arrange for and maintain appropriate insurance to cover all damages, losses and expenses.

ARTICLE IV

TEACHER EMPLOYMENT

A. Non-certificated Personnel

In no case shall any non-certificated employee or aide be required to perform duty solely appropriate to a certificated teacher.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule

The Board shall continue to place each teacher on his proper step of the salary schedule in accordance with paragraph 2 below. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Experience

- a. The Board may give initial salary credit up to the fifth (5) step of any salary level on the Teacher Salary Schedule for previous outside teaching experience in a public school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA or National Teacher Corps work may be given upon initial employment.
- b. If a teacher is hired at a salary less than the amount indicated on the Salary Schedule for the teacher's previous public school experience, the teacher shall receive a double increment each year until the proper amount as indicated on the Salary Schedule is reached, which includes military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Corps.
- c. Experience may be granted for non-public school experience if recommended by the Superintendent and approved by the Board of Education. If a teacher with non-public school experience is placed at a salary less than the amount indicated on the salary schedule for the previous non-public school experience, the teacher may receive, but is not entitled to, a double increment each year until the teacher's salary level equates to the teacher's teaching experience.

C. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th.

ARTICLE V

SALARIES 2007-2010

- A.** The salary of each teacher covered by this agreement is set forth in this Article.
- B.** Each teacher with a contract beginning September 1, to June 30, ten (10) months, shall be paid every two (2) weeks. The first pay day in September shall not be later than the second Friday of the month. Unpaid pay as of this agreement will be paid in one lump sum.

When a pay day falls on or during a school holiday, vacation or weekend, checks shall be distributed and payable on the last previous working day, if possible.

Teachers shall receive their final checks on the last working day in June, pending completion of all records, folders and all duties connected with closing of school. These duties shall not be of a janitorial nature.

- C.** The salary guides for 2007-2008, 2008-2009, and 2009-2010 are on the following pages.

Twelve month staff add 10% to their placement on the guide, plus longevity if applicable, to determine salary. An additional guide for coaches and club directors is located after the salary guide. A teacher may take a leave of absence from coaching up to 2 years. Upon returning from said leave, the teacher will be given credit for the number of years already served.

Linwood Education Association
Salary Guide
2007 - 2010

The attached salary guides representing the negotiated increase, 4.7% inclusive of increments for 07/01/2007 thru 06/30/2010, includes longevity provisions for staff members upon reaching 25 and 30 years of teaching experience hired prior to July 1, 1998. A staff member must have reached 15 years of service to the Linwood Public Schools to be eligible for longevity compensation. It is understood that the amounts used to fund the longevity payments are to be taken from the negotiated increase.

The longevity compensation is as follows:

- Beginning at the 25th year of teaching experience (and also beginning at least the 15th year of service to the Linwood Public Schools), a staff member shall be compensated at the top of degree status on the salary guide plus \$2,000.
- Beginning at the 30th year of teaching experience (and also beginning at least the 20th year of service to the Linwood Public Schools), a staff member shall compensated at the top of degree status on the salary guide plus \$4,000.
- Beginning at the staff member's twenty-fifth year of experience and for each year until the thirtieth year, the salary shall be computed as the final step of the current salary guide plus \$2,000.
- Beginning at the staff member's thirtieth year of experience and for each year thereafter, the salary shall be computed as the final step on the current salary guide plus \$4,000.
- Employees hired after June 30, 1998 will not be eligible for longevity.

2007-2008 Salary Guide

STEP	BA	BA+15	MA	MA+15	MA+30
1	41,570	42,755	44,144	45,469	46,878
2	42,088	43,288	44,694	46,035	47,462
3	43,030	44,256	45,695	47,066	48,525
4	44,208	45,468	46,946	48,354	49,853
5	45,386	46,680	48,197	49,642	51,181
6	46,616	47,945	49,503	50,988	52,568
7	47,872	49,236	50,837	52,362	53,985
8	49,155	50,556	52,199	53,765	55,432
9	50,437	51,874	53,560	55,167	56,877
10	51,746	53,221	54,950	56,599	58,354
11	52,227	53,715	55,461	57,125	58,896
12	54,442	55,994	57,813	59,548	61,394
13	55,801	57,391	59,257	61,034	62,926
14	57,473	59,111	61,032	62,863	64,812
15	59,600	61,299	63,291	65,190	67,210
16	62,500	64,281	66,370	68,362	70,481
17	65,000	66,853	69,025	71,096	73,300
18	67,753	69,684	71,949	74,107	76,404
19	73,030	75,111	77,552	79,879	82,355

2008-2009 Salary Guide

STEP	BA	BA+15	MA	MA+15	MA+30
1	43,439	44,395	45,948	47,327	48,794
2	43,639	44,599	46,160	47,545	49,019
3	44,066	45,035	46,612	48,010	49,498
4	45,051	46,042	47,654	49,083	50,605
5	46,286	47,304	48,960	50,429	51,992
6	47,518	48,563	50,263	51,771	53,376
7	48,807	49,881	51,627	53,175	54,824
8	50,123	51,226	53,019	54,609	56,302
9	51,463	52,595	54,436	56,069	57,807
10	52,809	53,971	55,860	57,536	59,319
11	54,180	55,372	57,310	59,029	60,859
12	55,814	57,042	59,038	60,810	62,695
13	56,800	57,650	60,145	61,949	63,870
14	58,740	60,032	62,133	63,997	65,981
15	61,730	63,088	65,296	67,255	69,340
16	64,762	66,187	68,503	70,558	72,746
17	68,005	69,501	71,934	74,092	76,388
18	71,380	72,950	75,504	77,769	80,180
19	74,881	77,015	79,711	82,102	84,647

2009-2010 Salary Guide

STEP	BA	BA+15	MA	MA+15	MA+30
1	45,733	47,036	48,565	50,022	51,573
2	45,933	47,242	48,777	50,241	51,798
3	46,050	47,362	48,902	50,369	51,930
4	46,172	47,488	49,031	50,502	52,068
5	47,100	48,278	49,847	51,342	52,934
6	48,305	49,513	51,122	52,655	54,288
7	49,480	50,717	52,365	53,936	55,608
8	50,705	51,973	53,662	55,272	56,985
9	52,220	53,526	55,265	56,923	58,688
10	53,790	55,135	56,927	58,634	60,452
11	55,308	56,691	58,533	60,289	62,158
12	57,000	58,425	60,324	62,134	64,060
13	58,807	60,277	62,236	64,103	66,090
14	60,430	61,941	63,954	65,872	67,914
15	63,390	64,975	67,086	69,099	71,241
16	66,500	68,163	70,378	72,489	74,736
17	69,770	71,514	73,838	76,054	78,411
18	73,210	75,040	77,479	79,803	82,277
19	76,640	78,824	81,399	83,841	86,447

Schedule B

2007-2008	Table I	Table II	Table III
1.00	\$2,568	\$1,703	\$1,136
1.10	\$2,825	\$1,873	\$1,249
1.20	\$3,081	\$2,044	\$1,365
1.30	\$3,339	\$2,214	\$1,476
1.40	\$3,595	\$2,384	\$1,590
Club Director (s) \$980			
2008-2009	Table I	Table II	Table III
1.00	\$2,689	\$1,784	\$1,189
1.10	\$2,958	\$1,961	\$1,308
1.20	\$3,226	\$2,140	\$1,429
1.30	\$3,496	\$2,318	\$1,546
1.40	\$3,764	\$2,496	\$1,665
Club Director (s) \$1,026			
2009-2010	Table I	Table II	Table III
1.00	\$2,815	\$1,867	\$1,245
1.10	\$3,097	\$2,053	\$1,369
1.20	\$3,378	\$2,240	\$1,497
1.30	\$3,660	\$2,427	\$1,618
1.40	\$3,941	\$2,613	\$1,743
Club Director (s) \$1,074			

Table I

Head Coach - Boys or Girls Basketball
 Band Director
 Interscholastic & Intramural Director

Table III

Asst. Coach - Boys or Girls Track
 Asst. Drama Production Director (2)

Table II

Head Coach - Boys or Girls Track
 Head Coach - Boys or Girls Soccer
 Head Coach - Field Hockey
 Head Coach - Cheerleaders
 Head Coach - Cross Country (2)
 Head Coach - Volleyball
 Assistant Coach - Boys or Girls Basketball
 Assistant Band Director
 Drama Production Director
 Choir Director

ARTICLE VI

TEACHER ASSIGNMENTS

All teachers shall be given written notice of their class and/or subject assignments, and room assignments for the following year no later than the last day of school when possible.

The Superintendent shall assign all newly appointed teachers to their specific position within that subject area and/or grade level for which the Board has appointed them. In emergency situations, the Superintendent may reassign the newly appointed teacher.

In the event that change in teaching assignments or room assignments proposed after the last day of school, the teacher affected will be notified.

Upon request of the teacher, changes shall be promptly reviewed by the Superintendent, teacher affected and at his option a representative of the Association.

ARTICLE VII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position provided the Superintendent determines that such an assignment is in the best interest of the school system. Involuntary transfer shall not be made capriciously as a punitive action. In addition, request for voluntary transfer will be kept on file for one year and will be given nondiscriminatory consideration.

B. Notice

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practical, not later than June 1, except, in case of emergency.

C. Meeting and Appeal

An involuntary transfer or reassignment shall be made after a meeting between the teacher involved and the Superintendent, or administrative designee, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with the teacher. The teacher may, at his option, have an Association representative present at such meeting.

D. Priority in Reassignment

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred. Teachers being involuntarily transferred or reassigned from their present position may have preference over those seeking voluntary transfer or reassignment in regard to choice among those positions which are vacant, provided the Superintendent determines that such an assignment is in the best interest of the school system. A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position -- i.e., one which does not involve reduction in rank or in total compensation.

ARTICLE VIII

PROMOTIONS

- A.** Promotions shall be made from within the staff, whenever possible. In the event a vacancy, new position, or new program shall occur, notification of such vacancies will be emailed to staff at their linwoodschoools.org address, and posted on faculty and central bulletin boards. During summer months, a teacher will have the option to receive notification via email or self addressed stamped envelope. A teacher shall have fifteen (15) days to indicate interest. The final choice shall be made by the Board of Education.

ARTICLE IX

TEACHER EVALUATION

- A.** Tenured Teachers will be evaluated consistent with N.J.A.C. 6:1.19 – 6:1.21. Non-tenured Teachers will be evaluated consistent with N.J.A.C. 6:3-4.1(e).
- B.** All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

A teacher shall be given a copy of any class visit or an evaluation report prepared by his evaluators at the time of the conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without a prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

- C.** A teacher shall have the right, upon request, to review the contents of his personnel file and to receive one copy of any documents contained therein at Board expense. Additional or subsequent copies will be in accordance with Board policy. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every four (4) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent and if, in fact, they are obsolete or otherwise inappropriate to retain, upon Superintendent approval, they shall be destroyed in the presence of the teacher.

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher shall have the opportunity to review such material. The teacher shall have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

- D.** Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are or may be used in any manner in evaluating a teacher shall be processed according to the following procedure:

The principal shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally. The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint. At all times the teacher shall have the right to face his accuser before any final action shall be taken.

- E.** Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no additional documentation and/or other material shall be added to the personnel file of such teacher after severance unless the former teacher receives a copy of the materials that are added.

ARTICLE X
TEACHER FACILITIES

A. Listing of Facilities

The Board shall continue to maintain the following facilities in each school:

1. Space for each teacher within each instructional area in which he teaches to store his instructional materials and supplies.
2. An appropriately furnished and air-conditioned room which shall be reserved for the exclusive use of teachers as a faculty lounge and work area. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
3. A serviceable desk, chair and filing cabinet for the exclusive use of each teacher in his instructional area, if space is available.
4. Well-lighted and clean teacher rest rooms, separate for each sex, and separate from the student's rest rooms.
5. Suitable, private closet space with lock and key for each teacher to store coats, overshoes and personal articles.

ARTICLE XI
ASSOCIATION-ADMINISTRATION COMMUNICATION

The Association's officers or appointed representatives shall meet with the Administrative team periodically to review and discuss local school problems and practices.

One meeting is to be held before December 1, and the second meeting before April 1, as a minimum.

ARTICLE XII

SICK LEAVE AND UNUSED SICK LEAVE

All teachers employed shall be entitled to ten (10) days sick leave each school year as of the first official day of said school year whether or not they report for duty on that day. Twelve month employees will be entitled to 12 sick days each school year, provided they start July 1 of that year.

Unused sick leave days shall be accumulated from year to year with no maximum limit.

Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each year.

Accumulated sick leave at the time of retirement will be paid in accordance with the following schedule for those retirees with accumulated sick days in excess of 60 days and include the first 60 days. Additionally, a teacher will receive \$25.00 per day for every day over 200 days.

Retirement Effective	Maximum Benefit	Per Diem Rate	Days
June 30, 2008	\$15,000.00	\$75.00	200
June 30, 2009	\$23,000.00	\$115.00	200
June 30, 2010	\$15,000.00	\$75.00	200

The retiree must have 15 years of service in Linwood and notice of retirement must be given by December 1 preceding retirement for payment to be made by July 30th. In year two, retirement date must be June 30, 2009 to receive the \$23,000 maximum benefit, if not, the amount reverts back to year one amount.

All benefit payments will be made equally over two school budget years. If retiree wishes to defer payment from July 30th to the following year, he may do so by notifying the Superintendent in writing at the time of retirement. Payment will then be made by January 30th of the following year, with the benefit to be paid out over two fiscal years.

If the retiree does not give notice of retirement by December 1 preceding retirement, then the first benefit payment will be made by July 30th of the second budget year after retirement, and the final payment will be made by July 30th of the third budget year after retirement. When possible, a retiree may receive payment earlier if funds become available.

All unused sick leave benefits will be paid to the teacher's estate upon his or her death, provided that the individual meets the years of service requirement and the payment will be made according to the above schedule. When possible, an estate may receive payment earlier if funds become available and the estate requests such payment.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

A. Association

The Board agrees that up to two (2) teachers designated by the Association shall, upon request and approved by the Board, be granted a leave of absence without pay of up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.

B. International and Federal Programs

A leave of absence without pay of up to two (2) years shall, at the Superintendent's discretion, and approved by the Board be granted to any teacher who joins the Peace Corps, Vista, National Teacher Corps, or who serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

C. Professional Improvement

No more than ten percent (10%) of all tenured teachers shall, at the Superintendent's discretion, and approved by the Board be granted a leave of absence without pay for up to one (1) year to teach in an accredited college, university or other private school while obtaining a Master's or Doctor's degree.

D. Procedure to Apply for Extended Leaves of Absences

Requests for leave must be received by the Superintendent, in writing, no later than December 1st and action must be taken on all such requests no later than February 1st, of the school year preceding the school year for which the leave is requested.

E. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing at least 60 days prior to the culmination of the existing leave. If approved by the Board, request will be granted.

F. Return From Leave

1. Salary

Upon return from leave granted pursuant to this ARTICLE, a covered employee shall be considered as if he were actively employed by the Board during the leave, except under paragraph A above, and shall be placed on the Salary Schedule at the level he would have achieved if he had not been absent. It is understood that all leaves may be granted only to tenured covered employees. In addition, subject to the Board's master agreement with its insurance carrier(s) each covered employee on approved leave will be entitled to pay to the Board, the group premium rate for continued insurance coverage during such leave(s).

2. Benefits

All benefits to which a covered employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credit toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position of benefits which he held at the time said leave commenced, if available, or if not, to newly acquired benefits.

ARTICLE XIV

SABBATICAL LEAVES

A. Purpose

A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for educational travel, or for other reasons of value to the school system.

B. Conditions

Sabbatical leave may be granted, subject to the following conditions:

1. Percentage of Teachers

Two qualified applications may be granted at any one time.

2. Requests

Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than December 1st, and action must be taken on all such requests no later than February 1st, of the school year preceding the school year for which the sabbatical leave is requested.

3. Minimum Time to Qualify

The teacher must have completed at least seven (7) full years of continuous service in the Linwood School District, except that unpaid maternity leave and unpaid leave for illness of a member of the teacher's immediate family shall be considered as not breaking the continuous service requirement, but such time on these leaves shall not be counted for creditable continuous service toward sabbatical eligibility.

4. Pay

A teacher on approved sabbatical leave for one-half (1/2) or for one (1) full school year shall be entitled to receive sixty percent (60%) of the salary which he would have received if he had remained on active duty.

5. Return

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence and he shall be credited with all other benefits for which he would have been entitled during the period of his leave and continuing thereafter upon his return. A teacher on sabbatical leave must return to the Linwood School system for a minimum of two (2) years or forfeit any salary and/or benefits paid while on such leave, i.e., the teacher accepts liability to pay the Board for such monies accepted during sabbatical leave. Time spent on sabbatical leave cannot be considered as in-service time toward future sabbatical eligibility, unless approved by the Board of Education.

**ARTICLE XV
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A.** In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests and needs as well as those of the District.
- B.** The Board agrees to implement the following:
1. To 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 Administration to take.
 2. The Board will pay the full cost for six graduate credits per year, plus expenses for books, general service charges, student center fee and student activity fee conditioned upon prior approval of the Superintendent and the teacher receiving a grade of "B or better." Reimbursement will be, up to a total cost as follows:

Course Year Ending	Maximum Reimbursement Per 3 credits
June 30, 2008	\$ 1,450
June 30, 2009	\$ 1,500
June 30, 2010	\$ 1,550

Reimbursement for undergraduate courses will be conditioned upon the Superintendent's approval and obtaining a grade of "B or better." Undergraduate courses will not be counted towards movement on the salary guide.

3. Effective upon ratification, February 20, 2008, employees who are reimbursed for credits and who voluntarily leave the District without having completed three (3) full instructional years beyond the year in which the course was taken shall repay the District the amount of their reimbursement according to the following schedule for any courses started/taken after the ratification date:

REIMBURSEMENT: Year 1 = 100% Year 2 = 65% Year 3 = 35%

Employees who leave for the following reasons shall be exempt from repayment:

- a. Retirement – Regular or Disability
 - b. Reduction in Force
 - c. Non-Renewal or Dismissal
 - d. Relocation of spouse causing the employee to leave the District
4. To provide fifteen (\$15) per teacher for the purchase of educational material at the N.J.E.A. Convention. Receipt of purchases shall be submitted to the Superintendent by the teachers no later than five (5) school days after the N.J.E.A. Convention.
 5. A cap will be put on graduate course reimbursement at a pre-determined dollar amount based on a survey put out to staff by December 1 of the prior budget year.

ARTICLE XVI

SUPERVISION OF STUDENT TEACHERS

Assignments

Student teacher placements will be based upon administrative recommendation – exception if there is a pertinent reason not to.

A cooperating teacher shall not involuntarily be given additional assignments outside of his regular responsibilities during the period they are supervising a student teacher.

ARTICLE XVII

PROTECTION OF TEACHERS

A. Legal Assistance

1. The Board shall give full support including legal and other assistance for any assault upon a teacher while acting in the discharge of his duties, per Title 18A:16-6.
2. **Leave**
When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits to a maximum of one (1) year less payments for Workmen's Compensation.
3. **Reasonable Force**
As specified in 18A:6-1, a teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary; to quell disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.
4. **Reimbursement for Personal Property Damage**
The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher or while the teacher was acting in the discharge of his duties within the scope of his employment. This article pertains to out of the ordinary situations. These may include, but not be limited to, blood from an injured or sick individual, vomit from the same, or ripped clothing from assisting an injured or falling individual.
5. **Medical**
The Board carrier shall reimburse a teacher for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment.
6. **Workmen's Compensation**
The Board shall purchase Workman's Compensation Insurance. Teachers shall be reimbursed for medical, surgical, or hospital services as a result of an injury sustained in the course of the employment that is eligible under the policy.

B. Reporting Assaults

1. **Principal or Immediate Superior**
Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

ARTICLE XVIII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

Article found in teacher's handbook. The L.E.A. must be notified of any changes in the discipline procedures.

ARTICLE XIX

PERSONAL AND ACADEMIC FREEDOM

- A. Personal**
The Board recognizes the right of privacy in the personal life of a teacher and the protection of these rights by law.
- B. Citizenship**
Teachers shall be entitled to full rights to citizenship and 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 teacher, providing said activities do not violate any local, state or federal law.
- C. Academic**
The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Linwood School District, and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:
 - 1. Personal Opinion**
In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration, or the Board

ARTICLE XX

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A.** Incidental supplies for classroom use can be purchased upon prior approval of the Superintendent. Expenditures from petty cash cannot exceed \$15.00

SECTION III: SUPPORT PERSONNEL

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Support Personnel

ARTICLE I EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

Adjustment to Salary Schedule

Each Support employee shall be placed on their proper step of the salary schedule as of the beginning of the 2007-2010 school year. Any Support employee employed prior to February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Non-Tenure Dismissal

The procedures shall insure that support personnel have the privilege of making an appeal to the Superintendent or his designee, and a hearing before the Board of Education when terminated. A terminated support personnel shall receive 30 days notice of termination or two (2) weeks pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year.

C. Notification of Contract and Salary

Support Personnel shall be notified of their contract and salary status for the ensuing year no later than May 15th.

D. Assigned Duties

At no time shall the Board or any Agent thereof, assign or direct any Support Personnel covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description, except in an emergency as determined by the Administration.

1. Facilities Personnel Absence

In the event that there is an extended maintenance vacancy or absence and a custodial employee is required to perform maintenance duties, he/she shall be compensated at the maintenance rate of pay.

E. Resignation

1. A support personnel employee who is resigning from their position shall give the normal 60 day notice, except facilities personnel and secretaries who will give 30 days notice. The Board may give any resigning employee two (2) weeks pay and dismiss immediately upon receipt of notice of resignation.
2. Earned vacation, if applicable, shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
3. If the full 60 day notice, 30 day notice for facilities personnel and secretaries, is not given, earned vacation, if applicable, shall be paid only in the same proportion as the amount of notice actually given. For this purpose, twenty (20) full working days shall be used in calculating the amount of notice given by the employee.

ARTICLE II

REDUCTION IN RANK OR JOB CLASSIFICATION

- A.** Support Personnel employees shall not be reduced in rank or job classification without just cause.
- B.** Any Support Personnel reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent or his designee reasons for such reduction not later than fifteen (15) working days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in rank or job classification, or of the date on which the Support Personnel was formally notified.

ARTICLE III

SENIORITY AND JOB SECURITY

- A. School District seniority for the purposes of Support Personnel is defined as service by employees in the School District in the collective bargaining unit covered by this Agreement. Such an appointed employee shall lose all accumulated School District seniority only if he:
1. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.
 2. Accepts a position within another classification in the collective bargaining unit covered by this agreement. Seniority in the original classification will remain intact and will accumulate with years of service in the district.
- B. Displaced appointed Support Personnel who have accepted assignments to vacancies in classifications lower than the classifications they held immediately prior to the occasions which resulted in their displacing other employees shall be entitled to be assigned, in the order of their departmental seniority, to the first vacancies available in their former classifications.
- C. In the event that within 6 months from the date of his lay off a vacancy occurs in the classification of his last appointment in the department from which he was laid off, or in a lesser classification in the same line of work in the department, a laid-off Support Personnel shall be entitled to recall thereto in the order of his departmental seniority.
- D. Notice of recall to work shall be addressed to such employees' last address appearing on the records of the School District, by certified mail, return receipt requested. Within 14 days from receipt of such notice of recall the employee shall notify the Director of the department involved in writing, whether or not he desires to return to the work involved in the recall.
- If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within 14 days from the date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of the department or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.
- If upon notice of recall the Support Personnel fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to the work involved in the recall notice.
- E. Seniority shall not be accumulated during the period of lay off. Upon recall the appointed employee shall have his accumulated seniority to the date of lay off.

*** Refer to Cafeteria and Facilities article for additional Seniority and Job Security language that pertains to those two categories of employees only.**

ARTICLE IV

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date

No later than May 15th of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Filing Requests

Support Personnel who desire to transfer within their current classification and position to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than April 30th.

3. Posting

As soon as practicable, and no later than June 15th, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all Support Personnel who have been reassigned or transferred and the nature of such reassignment or transfer.

B. Criteria for Assignment

No request shall be denied arbitrarily, capriciously, or without basis in fact. If a support employee's request for transfer within their job classification has been denied, a renewed or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position within their job classification to which such an employee can be transferred or an adequate replacement for the employee cannot be obtained. If more than one support employee has applied for the same position, the determination as to which employee shall receive it shall be made by a joint committee consisting of two persons appointed by the principal or immediate superior of the position in question, two persons appointed by the Association and the Superintendent of Schools.

ARTICLE V

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding a Support Personnel to any member of the administration by any parent, student, or other person which does or may influence evaluation of such an employee shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Superior

The principal or immediate superior shall meet with the Support Personnel to apprise such employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The Support Personnel shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Procedure

Step 1.

Any complaint unresolved may be submitted in writing by the complainant or the Support Personnel to the building principal or counterpart supervisor who shall forthwith forward a copy to the Superintendent or designee and the complainant.

Step 2.

Upon receipt of the written complaint the Superintendent or his designee shall confer with all parties. The Support Personnel shall have the right to be present at all meetings of the Superintendent or designee and the complainant.

Step 3.

Any complaint unresolved under Step 2 may be submitted by the Support Personnel to the grievance procedure as set forth in Section I, Article IV of this Agreement and shall commence at Level 3.

ARTICLE VI

SICK LEAVE

Ten (10) Month Personnel and Twelve (12) Month Personnel

A. Accumulative

Ten Month Support Personnel employees employed shall be entitled to ten (10) sick leave days and Twelve Month Support Personnel shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Instructional Aides

In their first year of employment, Instructional Aides who commence work after September 1 of an academic year, shall be eligible for pro-rated sick based on: One (1) day of sick leave for each full month the employee shall work during that school year.

Thereafter, Instructional Aides shall be eligible for sick leave as are all other ten (10) month unit members pursuant to A above.

C. Notification of Accumulation

All Support Personnel employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

SUBSECTION I: CAFETERIA

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SUBSECTION I - CAFETERIA

ARTICLE I WORK SCHEDULE

A. Schedules

1. September 1st - June 30th

The work hours for cafeteria employees shall be as shown on Schedule B attached hereto and made a part hereof. The starting and ending times may be changed, but the length of the day will stay the same.

2. All cafeteria employees shall be assigned to work a regular location and hours. Changes to an employee's working location shall be by mutual agreement whenever possible.
3. Clean-up Period - Cafeteria employees shall be granted a ten (10) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean-up.
4. Cafeteria employees scheduled for more than six hours per day shall have a 30 minute lunch period as a part of their work day. Employees scheduled for more than four hours per day shall be entitled to a 15 minute break.
5. The work year shall be 183 days.

B. Call Time and Overtime

1. Any cafeteria employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of one (1) hour. This shall not apply to regular work not completed during the employee's normal shift unless he was taken from his job and not given proper time to complete it.
2. Overtime shall be paid at the rate of one and one-half (1-1/2) the cafeteria employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. For the purpose of determining the work week of 40 hours, the following shall count as regular work days:
 - a. Holidays
 - b. Paid sick days
 - c. Paid personal days
 - d. Paid vacation days
 - e. Other approved paid leaves

**ARTICLE II
SALARIES**

Salary Schedule

The salary of each cafeteria employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

<u>SCHEDULE A</u>								
CAFETERIA STAFF 2007-2010								
Employee	Hours	06-07 Hourly	07-08 Salary	Hourly Rate	08-09 Salary	Hourly Rate	09-10 Salary	Hourly Rate

Additional Employment Procedures: After the first anniversary of employment, the employee shall be reimbursed \$35.00 for the cost of background check and finger-printing.

ARTICLE III

EMPLOYEE FACILITIES AND EQUIPMENT

All cafeteria employees, where applicable, shall be provided with the appropriate equipment necessary to do a high quality of work.

1. A \$100.00 clothing allowance per contract year, per employee will be set aside for aprons, footwear and other approved equipment purchases.

ARTICLE IV

UNUSED SICK LEAVE

A. Unused Sick Leave Compensation

Upon retirement after ten (10) consecutive years in the Linwood Public School system as cafeteria person, the person or his heirs shall be compensated for accumulated unused sick days subject to the following conditions.

1. Only days earned in service in Linwood Public Schools shall be counted.
2. Only those days in excess of fifty (50) days shall be compensated.
3. Compensation shall be at the rate of 50% of daily rate of pay.
4. Maximum compensation shall be:

Retirement Effective	Maximum Benefit
June 30, 2005	\$6,000.00
June 30, 2006	\$8,000.00
June 30, 2007	\$7,000.00

5. Payment shall be made July 30th subsequent to 12/1 notice of intent to retire.

ARTICLE V

PROTECTION OF EMPLOYEES

Cafeteria employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

An cafeteria employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil in the absence of a certificated person.

Whenever any action is brought against a cafeteria employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the employee.

1. The Board shall give full support including legal and other assistance for any assault upon such employee while acting in the discharge of his duties.
2. When absence arises out of or from such assault or injury, such an employee shall not forfeit any sick leave or personal leave.
3. Benefits derived under this or subsequent Agreements shall be covered by Workmen's Compensation until the complete recovery of any cafeteria employee when absence arises out of or from assault or injury.
4. Cafeteria employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
5. If criminal or civil proceedings are brought against a cafeteria employee alleging that he committed an assault in connection with his employment, such employee may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the employee prevails in the proceedings, then the Board shall reimburse the cafeteria employee for counsel fees incurred by him in his own defense.
6. The Board shall reimburse cafeteria employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by such an employee or while the employee was acting in the discharge of his duties within the scope of his employment.
7. The Board shall purchase Workman's Compensation Insurance. Cafeteria employees shall be reimbursed for medical, surgical or hospital services incurred as the result of any injury sustained in the course of the employment that is eligible under the policy.

ARTICLE VI

SENIORITY AND JOB SECURITY

- A. Any anticipated or planned reduction in force shall not be implemented or take effect without ninety (90) day prior notice to the Association. Following the notice, a meeting between the Board and the Association shall occur at least thirty (30) days prior to the effective date of such anticipated or planned reduction in force.

In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, cafeteria employees shall be laid off in the inverse order of seniority of the employees in the department involved at the work location, consistent with Title 18A:17-4:

1. At least 14 days before being laid off, an appointed cafeteria employee shall be informed of all vacancies in any other work locations in their classification in the department in which they hold an appointment, for the purpose of giving them an opportunity, to be exercised within said 14 days, to fill such vacancy. If the employee requests appointment to such vacancy, they shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, the employee shall be assigned to the vacancy designated by the department. In the event more than one appointed cafeteria employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid-off cafeteria employees with the highest seniority shall first be assigned to the vacancies involved.
 2. In the event that there is no such vacancy, then the laid-off cafeteria employee shall, within said 14 days, be entitled to displace the appointed cafeteria employee with the least seniority in the same classification in any other work location in the department, or at their option, the employee may displace the appointed cafeteria employee with the least seniority in a lesser seniority. Such displacing of an employee shall be paid the rate of pay of the position which takes as above.
 3. The department shall furnish to each such laid-off employee before said 14 days, information as to work locations of the classifications and lesser classifications the duties of which such employee is capable of performing as above so that he shall be in a position promptly to exercise his rights under sub-paragraphs 1 and 2 above.
 4. Each appointed cafeteria employee who is displaced shall similarly have 14 days from the date of notice of his displacement to exercise his seniority rights, as set forth in sub-paragraphs 1 and 2 above.
- B. A cafeteria employee who is discharged or laid off shall have 10 calendar days within which to file written grievance under Section I, Article IV hereof. In the event that not written grievance is filed within said time, the lay off or discharge shall be final and such employee shall have no recourse through the grievance procedure.
- C. After two (2) years of uninterrupted continuous services, each cafeteria employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960 (18A:17:3 and 18A:17-4).

This section shall be retroactive upon signing of this agreement.

SUBSECTION II: FACILITIES PERSONNEL

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SUBSECTION II- FACILITIES PERSONNEL

ARTICLE I WORK SCHEDULE

A. Schedules

1. September 1st - June 30th

a. Full Time Day Shift

Facilities Personnel which include Custodial and Maintenance Personnel shall work 9 (nine) consecutive hours inclusive of 1 (one) hour unpaid duty free break and one 15 minute break to be scheduled by the Facilities Manager. This shall constitute day shift. Employees shall be scheduled to work on a regular shift and shall be advised of the regular starting and quitting times. Changes to employees assigned work shifts and or locations will be by mutual agreement, whenever possible.

b. Full Time Night Shift

Facilities Personnel which include Custodial and Maintenance Personnel shall work 8 (eight) consecutive hours inclusive of 1 (one) hour paid duty free break. Night shift shall constitute any shift that is regularly scheduled to begin after 2:00 PM. Employees shall be scheduled to work on a regular shift and shall be advised of the regular starting and quitting times. Changes to employees assigned work shifts and or locations will be by mutual agreement, whenever possible.

c. Part Time Day or Night Shift

Facilities Personnel which include Custodial and Maintenance Personnel shall work 3.5 consecutive hours. Employees shall be scheduled to work on a regular shift and shall be advised of the regular starting and quitting times. Changes to employees assigned work shifts and or locations will be by mutual agreement, whenever possible.

2. July 1st - August 31st

The work hours for full time day shift custodial and maintenance employees shall be 7:00AM to 3:30 PM – 30 minute lunch period. The work hours for part time and full time night custodial and maintenance employees shall be determined by the Superintendent or designee. Regular summer schedules shall be established prior to July 1st of each school year.

All custodial and maintenance employees shall be assigned to report to a regular schedule. Changes to such an employee's working location shall be by mutual agreement with the employee and the Administration, whenever possible.

3. Clean-up Period - Custodial employees shall be granted a ten (10) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean-up.

B. Call Time and Overtime

1. Any facilities personnel called to return to work outside of his regularly scheduled shift shall be paid a minimum of one (1) hour. This shall not apply to regular work not completed during the employee's normal shift unless he was taken from his job and not given proper time to complete it.
2. Overtime shall be paid at the rate of one and one-half (1-1/2) the custodial employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. For the purpose of determining the work week of 40 hours, the following shall count as regular work days:
 - a. Holidays
 - b. Paid sick day
 - c. Paid personal days
 - d. Paid vacation days
 - e. Other approved paid leaves

3. **Overtime:** Defined as any time spent by Facility Personnel at regular duties or other assigned duties, consistent with this Agreement, either before or after regular daily work hours; or any day other than provided in the regular work year.

- a. All overtime spent shall be mutually agreed to by such employee and Facility Manager.
- b. All overtime will be rounded to the nearest quarter (1/4) hour at end of each pay period. This will be remunerated at the rate of one and one half (1-1/2) the hourly salary.

Exception to this rule will be Sundays and holidays. Then the rate would be twice the hourly salary.

- c. Overtime will be offered on a rotating basis so that each custodial employee will be given an opportunity to work overtime. A list based on seniority will be maintained and used to record each overtime opportunity offered. Each time overtime is offered to an employee, that employee's name moves to the bottom of this list. This excludes overtime offered to maintenance employees.

The employer has the right to make assignments:

- a. in urgent situations
- b. to insure necessary specialty skills and qualifications
- c. to reject an unfit or physically incapable employee's request.

C. Vacation Schedule

1. Vacation entitlement is determined July 1 of each year for full time and part time employees.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor and final approval of the Superintendent. Such approval shall not be arbitrarily withheld.
3. Vacation entitlement for years 2 thru 10 is 10 days. Employment must commence prior to January 31 of the fiscal year for employees to be eligible for vacation July 1 of the subsequent year. Employees hired after January 31 will be eligible for vacation July 1 of the second fiscal year following employment.

4. Vacation entitlement for years 11 thru 15 is 15 days.
5. Vacation entitlement for years 16 thru 19 is 17 days.
6. Vacation entitlement for years beginning the 20th year and hereafter, is 20 days.

Vacation entitlement will be prorated in the year of retirement/termination based on months of the fiscal year served. Any amounts due back to the Board will be deducted from the final pay or payable to the Board of Education

D. Holiday Schedule

January 1st, known as New Year's Day

The 3rd Monday in January known as Martin Luther King's Birthday

February 12th, known as Lincoln's Birthday

The 3rd Monday in February, known as Washington's Birthday

The last Monday in May, known as Memorial Day

The day designated and known as Good Friday

July 4th, known as Independence Day

The first Monday in September, known as Labor Day

The fourth Thursday in November, known as Thanksgiving Day

The fourth Friday in November (the day after Thanksgiving Day)

December 24th, known as Christmas Eve

December 25th, known as Christmas Day

One Floating Holiday to be scheduled (In place of Columbus Day)

Any General Election day in this state

Another day may be substituted in place of any of the above prescribed holidays upon mutual agreement of the Superintendent and the Facilities Manager.

ARTICLE II

SALARIES

A. Salary Schedule

- a. The salary of each custodial employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

Starting Salary for 2007-2008	\$21,000
2007-2008	4.7%
2008-2009	4.7%
2009-2010	4.7%

B. Part-time Employees

Part-time employees will begin at the stipulated starting salary for custodians on a pro-rated hourly basis.

C. Additions to Base Salary

The following items are in addition to the custodian or maintenance personnel base salary when eligible or appointed to said position, as applicable. Increase effective 1st day of month following appointment or certification of eligibility. Amounts are prorated for part-time staff members.

- a. Black Seal Certification \$750
- b. Night Person In Charge \$1,000
- c. Lead Custodial & Maintenance \$1,500
- d. Custodian to Permanent Maintenance 10% increase in base
- e. Longevity : Employees hired after June 30, 1998 will not be eligible for longevity
 - After 10 years in Linwood Public Schools \$300
 - After 15 years in Linwood Public Schools \$600

D. Definitions of Codes

- C Building Custodian
- M Maintenance Staff
- PT Part Time Building Custodian
- LM Lead Maintenance

SCHEDULE A
CUSTODIAL/MAINTENANCE STAFF
2007-2010

<u>2007-2008</u>			<u>2008-09</u>			<u>2009-2010</u>		
<u>Custodian</u>	<u>Maintenance</u>		<u>Custodian</u>	<u>Maintenance</u>		<u>Custodian</u>	<u>Maintenance</u>	
1	21,000	23,100	1	22,500	24,750	1	24,246	26,671
2	22,136	24,350	2	22,646	24,911	2	24,346	26,781
3	23,350	25,685	3	23,545	25,900	3	24,446	26,891
4	24,396	26,836	4	24,716	27,188	4	25,148	27,663
5	25,536	28,090	5	25,916	28,508	5	26,300	28,930
6	26,446	29,091	6	26,866	29,553	6	27,225	29,948
7	27,448	30,193	7	27,866	30,653	7	28,183	31,001
8	28,453	31,298	8	29,073	31,980	8	29,260	32,186
9	29,168	32,085	9	29,750	32,725	9	30,500	33,550
10	29,883	32,871	10	30,485	33,534	10	31,568	34,725
11	30,592	33,651	11	31,250	34,375	11	32,650	35,915
12	31,312	34,443	12	32,123	35,335	12	33,630	36,993
<u>Off Guide</u>			<u>Off Guide</u>			<u>Off Guide</u>		
07/08	43,938		08/09	44,900		09/10	45,933	

ARTICLE III

EMPLOYEE FACILITIES AND EQUIPMENT

All Facilities Personnel, where applicable, shall be provided with the appropriate equipment necessary to do a high quality of work.

The Board further agrees to supply suitable coveralls in each building for use by employees covered under this contract.

Uniforms

The Board shall provide to each custodial/maintenance employee five (5) sets of new uniforms (pants and shirts) to be worn while working at schools in their first year of employment. In subsequent years of employment, the Board will provide up to three (3) new uniforms as needed. As a uniform is in need of replacing, the uniform is to be turned into the administration to verify the need of replacement. Upon approval, a new uniform will be supplied. Employees shall be consulted regarding the exact type and style of uniform prior to the Board making a final determination. All uniforms are to be turned in upon leaving the district.

Work Shoes

The Board shall provide to each custodial and maintenance employee with up to one hundred dollars (\$100) reimbursement for one (1) pair of work shoes or work boots during each contract year. Employees must submit a receipt reflecting the purchase of the work shoes or work boots to the Business Office to receive reimbursement. Newly hired custodial or maintenance employees may purchase two (2) pairs of work shoes or work boots in their first year of employment only (up to \$200 reimbursement for two pairs of work shoes/boots [i.e. \$100 per pair]). Employees hired on or after February 1st of a school year shall be entitled to only one (1) pair of work shoes or work boots in their first year of employment. The Board will determine the standard for work shoes/boots with input from the staff, will provide the criteria for selection of work shoes/boots to the employees, and may provide alternative selections for the employees to choose from. The employee may select a more expensive appropriate work shoe/boot. The cost in excess of the allotted amount will be at his or her own expense.

ARTICLE IV

UNUSED SICK LEAVE

Unused Sick Leave Compensation

Upon retirement after ten (10) consecutive years in the Linwood Public School system as custodian or maintenance person, the retiring custodian or maintenance person or his heirs shall be compensated for accumulated unused sick days subject to the following conditions:

1. Only days earned in service in Linwood Public Schools shall be counted.
2. All days in excess of 60 days, including the first 60 days, shall be compensated.
3. Compensation shall be at the substitute's custodian/maintenance daily rate of pay at time of notification of intent to retire.
4. Maximum compensation shall be \$8,250.
5. Payment shall be made July 30 subsequent to 12/1 notice of intent to retire.

ARTICLE V

PROTECTION OF EMPLOYEES

- A. Facilities employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. A Facilities employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil in the absence of a certificated person.
- C. Whenever any action is brought against a Facilities employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of such employee.
- D.
 - 1. The Board shall give full support including legal and other assistance for any assault upon the Facilities employee while acting in the discharge of his duties.
 - 2. When absence arises out of or from such assault or injury, a Facilities employee shall not forfeit any sick leave or personal leave.
 - 3. Benefits derived under this or subsequent Agreements shall be covered by Workmen's Compensation until the complete recovery of any Facilities employee when absence arises out of or from assault or injury.
- E. Facilities employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
- F. If criminal or civil proceedings are brought against a Facilities employee alleging that they committed an assault in connection with their employment, such employee may request the Board to furnish legal counsel to defend them in such proceeding. If the Board does not provide such counsel and such employee prevails in the proceedings, then the Board shall reimburse such employee for counsel fees incurred by the employee in their own defense.
- G. The Board shall reimburse Facilities employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by such an employee or while the employee was acting in the discharge of their duties within the scope of their employment.
- H. **Workmen's Compensation**
The Board shall purchase Workmen's Compensation Insurance. Facilities employees shall be reimbursed for medical, surgical, or hospital services as a result of an injury sustained in the course of the employment that is eligible under the policy.

ARTICLE VI

SENIORITY AND JOB SECURITY

- A.** Any anticipated or planned reduction in force shall not be implemented or take effect without ninety (90) day prior notice to the Association. Following the notice, a meeting between the Board and the Association shall occur at least thirty (30) days prior to the effective date of such anticipated or planned reduction in force.

In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, Facilities employees shall be laid off in the inverse order of seniority of the employees in the department involved at the work location, consistent with Title 18A:17-4:

1. At least 14 days before being laid off, an appointed Facilities employee shall be informed of all vacancies in any other work locations in their classification in the department in which they hold an appointment, for the purpose of giving them an opportunity, to be exercised within said 14 days, to fill such vacancy. If the employee requests appointment to such vacancy, they shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, the employee shall be assigned to the vacancy designated by the department. In the event more than one appointed Facilities employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid-off Facilities employees with the highest seniority shall first be assigned to the vacancies involved.
 2. In the event that there is no such vacancy, then the laid-off Facilities employee shall, within said 14 days, be entitled to displace the appointed Facilities employee with the least seniority in the same classification in any other work location in the department, or at their option, the employee may displace the appointed Facilities employee with the least seniority in a lesser seniority. Such displacing of an employee shall be paid the rate of pay of the position which takes as above.
 3. The department shall furnish to each such laid-off employee before said 14 days, information as to work locations of the classifications and lesser classifications the duties of which such employee is capable of performing as above so that he shall be in a position promptly to exercise his rights under sub-paragraphs 1 and 2 above.
 4. Each appointed Facilities employee who is displaced shall similarly have 14 days from the date of notice of his displacement to exercise his seniority rights, as set forth in sub-paragraphs 1 and 2 above.
- B.** A facilities employee who is discharged or laid off shall have 10 calendar days within which to file written grievance under Section I, Article IV hereof. In the event that not written grievance is filed within said time, the lay off or discharge shall be final and such employee shall have no recourse through the grievance procedure.
- C.** Facilities Personnel hired after October 13, 2004 shall, after three (3) years of uninterrupted continuous services, be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960 (18A:17:3 and 18A:17-4). Employees hired prior to October 13, 2004 shall be appointed to the fixed term after two (2) years of uninterrupted continuous service.
- D.** Upon initial hire, custodians shall serve a ninety (90) calendar day probationary period during which time they can be terminated at the discretion of the Board of Education. Such termination shall be uncontestable by the Association.

This section shall be retroactive upon signing of this agreement.

SUBSECTION III: SECRETARIAL - NON CONFIDENTIAL

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SUBSECTION III- SECRETARIAL - NON-CONFIDENTIAL

ARTICLE I

WORK SCHEDULE

A. Schedules

1. July 1st - June 30th

The work hours for secretarial employees shall be 8 hours per day. The starting and ending times may be changed.

B. Vacation Schedule

1. Vacation eligibility shall be determined as of July 1st of each year.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor with final approval by Superintendent. Such approval shall not be arbitrarily withheld.
3. Twenty days per year, 10 days to be taken during summer break.

ARTICLE II

SALARIES

A. Salary Schedule

The salary of each secretarial employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

All base salaries have been increased as follows:

2007-2008 includes an increase of \$3,000 .

2008-2009 includes an increase of 4.7 %.

2009-2010 includes an increase of 4.7 %.

B. Additions to Base Salary

No longevity for employees hired after July 1, 1999.

Longevity for employees hired before July 1, 1999:

After 25 years of service in Linwood Public Schools \$1,000

After 30 years of service in Linwood Public Schools \$1,200

SCHEDULE A

	<u>June 30, 2007</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
<u>Employee</u>	<u>Experience</u>	<u>Base</u> <u>Salary</u>	<u>Base</u> <u>Salary</u>	<u>Base</u> <u>Salary</u>	<u>Base</u> <u>Salary</u>
4020	12	\$26,627	\$29,627	\$31,019	\$32,477
4044	15	\$29,816	\$32,816	\$34,358	\$35,973
4063	17	\$32,341	\$35,341	\$37,002	\$38,471
4002	20	\$33,638	\$36,638	\$38,360	\$40,163
4423	1	\$22,000	\$25,000	\$26,175	\$27,405
4418	1	\$37,000	\$40,000	\$41,880	\$43,848

ARTICLE III

EMPLOYEE FACILITIES AND EQUIPMENT

All secretarial employees, where applicable, shall be provided with the appropriate equipment necessary to do a high quality of work.

ARTICLE IV

UNUSED SICK LEAVE

Unused Sick Leave Compensation

Upon retirement after twenty (20) consecutive years in the Linwood Public School system as secretary, the retiring secretary or heirs shall be compensated for accumulated unused sick days subject to the following conditions:

1. Only days earned in service in Linwood Public Schools shall be counted.
2. All days in excess of 50 days, including the first 50 days, shall be compensated.
3. Compensation shall be \$55 per day, up to 150 days, for full time secretarial personnel, prorated for part time employees.
4. Maximum compensation shall be \$8,250 for full time secretarial personnel.
5. Payment shall be made July 30 subsequent to 12/1 notice of intent to retire

ARTICLE V

PROTECTION OF EMPLOYEES

- A. Secretarial employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. Whenever any action is brought against a secretarial employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of defense if the action is dismissed or results in a final decision in favor of such employee.
- C. Secretarial employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
- D. If criminal or civil proceedings are brought against a secretarial employee alleging that they committed an assault in connection with their employment, such employee may request the Board to furnish legal counsel to defend them in such proceeding. If the Board does not provide such counsel and such employee prevails in the proceedings, then the Board shall reimburse such employee for counsel fees incurred by the employee in their own defense.
- E. **Workmen's Compensation**
The Board shall purchase Workmen's Compensation Insurance. Secretarial employees shall be reimbursed for medical, surgical, or hospital services as a result of an injury sustained in the course of the employment that is eligible under the policy.

SUBSECTION IV: PARA-PROFESSIONALS

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SUBSECTION IV – PARA-PROFESSIONALS

ARTICLE I WORK SCHEDULE

A. In-School Work Year

1. Ten (10) Month Para-Professional Staff – Instructional Aides, Full-Time Non-Instructional Aides, Sign Language Interpreter.
 - a. Effective July 1, 2005 and thereafter, the in-school work year for ten month para-professional staff shall begin no later than five (5) days after Labor Day.
 - b. School Year:
The ten month para-professional staff year will be the same as the teacher school year, including professional development days, except for non-instructional aides who will remain at 183 days.
 - c. The in-school work year for ten month para-professional staff shall end no later than June 30th of each school year under this contract.
2. Twelve (12) Month Para-Professional Staff – Computer Technicians
 - a. The work year for the twelve month para-professional staff shall be the same as the custodial calendar.
 - b. The vacation allotment for twelve month para-professional staff shall be the same as the custodial vacation entitlement.
3. Inclement Weather
Para-Professional Staff attendance will not be required whenever student attendance is not required due to inclement weather.

B. Hours

1. Full Time Instructional Aides, including Sign Language Interpreters, hours for arrival and dismissal times shall coincide with the arrival and dismissal times of the teaching staff at each building. A daily duty free lunch period no less than 30 minutes and a daily 30 minute prep period shall be scheduled.
2. Part – Time Instructional Aides hours for arrival and dismissal times shall be established by administration based on the needs of the district. The length of the day, including a break, will be established at the time of the job posting and will remain consistent, whenever possible, throughout the school year.
3. Instructional Aides and Sign Language Interpreters whose services may be impacted by student attendance may be assigned duties by the Building Principal.
4. Full – Time Non-Instructional Aides hours for arrival and dismissal times shall be established by administration based on the needs of the district and will remain consistent, whenever possible, throughout the school year. The length of the day will be established at the time of the job posting. A 30 minute daily duty free lunch period shall be scheduled.
5. Twelve month Para-Professional staff arrival and dismissal times, including a break, will be arranged with the Superintendent.

ARTICLE II

SALARIES

A. Salary Schedule – Instructional Aides

1. Starting Hourly Wage

2007-2008	\$12.00
2008-2009	\$12.50
2009-2010	\$13.00

2. All hourly wages have been increased over the previous year's salary as follows:

2007-2008	4.7%	or \$12.00, whichever is greater.
2008-2009	4.7%	or \$12.50, whichever is greater.
2009-2010	4.7%	or \$13.00, whichever is greater.

B. Salary Schedule – Full Time Non-Instructional Aides

1. Starting Hourly Wage

2007-2008	\$8.50
2008-2009	\$9.75
2009-2010	\$11.00

2. All salary/hourly wages been increased over the previous year's salary as follows:

2007-2008	4.7%	or \$8.50, whichever is greater
2008-2009	4.7%	or \$9.75, whichever is greater
2009-2010	4.7%	or \$11.00, whichever is greater

C. Salary Schedule – Computer Technician

1. Starting Hourly Wage \$22.50

2. All salary/hourly wages been increased over the previous year's salary as follows:

2007-2008	4.7%
2008-2009	4.7%
2009-2010	4.7%

D. Salary Schedule - Sign Language Interpreter

1. Starting Hourly Wage \$20.00

2. All salary/hourly wages been increased over the previous year's salary as follows:

2007-2008	4.7%
2008-2009	4.7%
2009-2010	4.7%

ARTICLE III

EMPLOYEE FACILITIES

Listing of Facilities

The Board shall continue to maintain the following facilities in each school:

1. Space for each paraprofessional to store instructional materials and supplies.
2. Suitable private space with lock and key for each paraprofessional to store coats, overshoes and personal articles.

ARTICLE IV

UNUSED SICK LEAVE

Para - Professional

Accumulated sick leave at the time of retirement will be paid at a rate of \$55.00 per day, up to 150 days, for full time employees, prorated for part time employees, for those retirees with accumulated sick days in excess of 60 days and includes the first 60 days.

The maximum benefit for full time employees is \$8,250.

The retiree must have 15 years of service in Linwood and notice of retirement must be given by December 1 preceding retirement for payment to be made by July 30th. Payment will be made by the second July 30th for notice received after December 1.

ARTICLE V

PROTECTION OF EMPLOYEES

- A. Para-Professional employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. Whenever any action is brought against a Para-Professional employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of defense if the action is dismissed or results in a final decision in favor of such employee.
- C. Para-Professional employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
- D. If criminal or civil proceedings are brought against a Para-Professional employee alleging that they committed an assault in connection with their employment, such employee may request the Board to furnish legal counsel to defend them in such proceeding. If the Board does not provide such counsel and such employee prevails in the proceedings, then the Board shall reimburse such employee for counsel fees incurred by the employee in their own defense.
- E. **Workmen's Compensation**
The Board shall purchase Workmen's Compensation Insurance. Para-Professional employees shall be reimbursed for medical, surgical, or hospital services as a result of an injury sustained in the course of the employment that is eligible under the policy.