

JUNE 17, 2010

AGREEMENT  
BETWEEN THE  
SHAMONG TOWNSHIP EDUCATION ASSOCIATION  
AND THE  
BOARD OF EDUCATION OF SHAMONG TOWNSHIP  
THE COUNTY OF BURLINGTON, NEW JERSEY  
2010-2011

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This Agreement entered into this first day of July, 2010, by and between the Board of Shamong Township, hereinafter called the "Board" and the Shamong Township Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123; Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to their terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement, be it RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows.

ARTICLE 1  
RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel whether under contract, or on leave, including:

- Teachers
- Nurses
- Custodian/Custodian Maintenance
- Secretaries
- Teacher Aides/Teacher Assistants
- Cafeteria Staff

B. DEFINITION OF TEACHER

Unless otherwise indicated, the term "Teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

C. DEFINITION OF TEACHER AIDE/TEACHER ASSISTANT

A Teacher Aide is a person who possesses the minimum requirement of graduation from high school.

A Teacher Assistant is a person who has the minimum requirement of graduation from high school and sixty (60) college credits and possesses a substitute certificate.

D. DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement, shall be deemed to mean Teachers (as defined above), Nurses, Custodians, Custodian Maintenance, Secretaries, Teacher Aides, Teacher Assistants and Cafeteria Staff who are represented by the Association.

- E. When newly hired custodians and secretarial personnel have completed a thirty (30) day (six (6) week) trial period, they shall have the right to join the Association.
- F. Custodian, Custodian/Maintenance personnel shall be required to obtain a Black Seal license within three (3) years of employment or be subject to dismissal.
- G. Custodians promoted to a custodial/maintenance position shall be in a probationary period for 90 calendar days. During this period, the employee shall be evaluated concerning his/her ability to perform the tasks required. On or before the 90th calendar day, the Superintendent shall inform the employee in writing of whether he/she shall continue in the position or be restored to a custodian position. During the probationary period, the employee shall receive the custodial/maintenance salary listed in Schedule C.

ARTICLE 2  
NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin as soon as possible after December 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

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.

ARTICLE 3  
ASSOCIATION RIGHTS

- A. The Association's representatives shall meet with the Superintendent at least once every month during the year to review and discuss current problems and practices of mutual interest and the administration of the Agreement, unless both parties agree that no meeting is necessary.

- B. It is clearly understood that these representatives are not to be construed in any way as a negotiating team and are without the power to modify the current Agreement.
- C. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences related to negotiations or grievances, or meetings related to negotiations or grievances, he/she shall be given release time and shall suffer no loss in pay and/or benefits.

ARTICLE 4  
TEACHERS' EMPLOYMENT

A. PLACEMENT ON SALARY SCHEDULE

1. Adjustment to Salary Schedule

Each teacher shall be placed on his/her proper step on the salary schedule as of the beginning of the 1997-1998 school year in accordance with paragraph 2. below.

2. Credit for Experience

- a. New hires with full-time public school experience shall be credited for all such experience while holding a valid teaching certificate. Placement on the salary guide shall be at a step equal to or less than the salary placement of a current employee with the same number of years of credited experience.
- b. All teachers on staff prior to the mutual ratification of 1994-1997 Agreement who had any non-New Jersey full-time public school experience which was not credited at the time of hire shall be credited with one-half additional step on the salary guide for 1994-1995 and one-half additional step on the salary guide for 1995-1996.
- c. All part-time Shamong Township teaching experience, while holding a valid New Jersey teaching certificate, shall be credited at initial placement.

3. Summer School, Home Teaching Federal Programs and Other Programs

All openings for positions in summer school, homebound instruction, federal and state projects and positions for which unit members may be qualified shall be posted by placing notification in unit members' mailboxes. Applications for such positions shall be received from members of the unit. No application shall be considered from any other source unless a vacancy remains unfilled after the filing date listed on the posting.

B. NOTIFICATION OF CONTRACT AND SALARY

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

Teachers shall return their signed contracts to the Board before June 1st.

Teacher Aides/Teacher Assistants shall be notified of their contract and salary status for the ensuing year no later than May 15 of the school year. Health benefits will continue for Teacher Aides/Teacher Assistants until this date.

ARTICLE 5  
TEACHERS' WORK YEAR AND WORK DAY

- A. The work year for teachers shall be 185 days. At least ten (10) hours of District in-service time each year will be formulated to count towards the State's 100 hour initiative.
- B. Teachers shall be required to report for duty 15 minutes before the opening of the pupils' school day, and shall be permitted to leave 15 minutes after the close of the pupils' school day, except in emergency situations.
- C. The length of the day for all teachers shall be six (6) hours, 55 minutes, inclusive of lunch. Teachers may be assigned to pupil supervision during the ten (10) minutes which immediately precede the beginning of the pupils' day and during the 15 minutes which immediately follow the conclusion of the pupils' school day.
- D. Each teacher shall receive preparation time of 225 minutes per week in a five day, full day work week. Part-time teachers shall receive pro-rated preparation time. The Board shall make a reasonable effort to schedule such time in a continuous block of time. When a teacher loses a preparation period guaranteed under Article 5, D. in order to cover the class of an absent colleague, he/she shall be paid \$20 per period beginning with the first such loss in a school year. Effective July 1, 2001, the rate shall increase to \$25 per period. The District will annually develop a list of volunteers. That list will first be exhausted before assignment of non-volunteers. Assignment of non-volunteers shall be rotated when possible. The list will be provided annually to the Association by September 15<sup>th</sup>.
- E.
  - 1. Teachers of grades 6, 7 and 8, including specials who teach these grade levels and who have lunch periods congruent with a 6th, 7th or 8th grade lunch period, shall receive a 45 minute duty-free lunch period one week and, in the next week, a 30 minute duty-free lunch period and a 15 minute duty period contiguous with his/her lunch period.
  - 2. Teachers at grades K-5, including specials who teach at these grade levels, shall receive duty-free lunch time consistent with that received in the 1993-1994 school year.

3. A lunch room assignment will be for the full school year. When a teacher has volunteered to provide lunch room supervision which intrudes upon his/her contractually guaranteed lunch time and/or preparation time, he/she shall be compensated at the rate set forth in Schedule B. The rate will be prorated if the assignment does not cover the full school year. No compensation shall be made if lunch room supervision does not intrude upon contractually guaranteed lunch time and/or preparation time.
- F. Teachers of departmentalized grades may be assigned six (6) instructional periods per day.
- G. Teachers shall be required, as they have in the past, to remain after the end of the regular work day, or evenings, without additional compensation, for the purpose of attending conferences and faculty meetings as scheduled by the Superintendent/Principal.
- H. Nurses, in addition to their lunch period, shall be entitled to a 15 minute rest period in each of the a.m. and p.m. periods.

ARTICLE 6  
EXTRA-CURRICULAR ACTIVITIES

A. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in Schedule B are educationally worthwhile.

B. Salary

The Board agrees to provide honorarium payments in the amounts designated for those extra-curricular activities listed on Schedule B, which is attached hereto and is incorporated as a part hereof.

C. Staff

All such honorarium positions must first be offered to members of the teaching staff.

D. Extracurricular Activity positions shall be posted for 15 days.

ARTICLE 7  
NON-TEACHING DUTIES

A. INTENT

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should to the extent possible, be utilized to this end.



B. APPLICATION

Examples of non-teaching duties which the administration will not require teachers to perform are:

1. Supervision of Cafeteria when that supervision intrudes upon contractually-guaranteed lunch time and/or preparation time.

ARTICLE 8  
VOLUNTARY TRANSFERS AND REASSIGNMENTS FOR TEACHERS

A. Notification of Vacancies

1. No later than April 30 of each school year, the Superintendent shall deliver to the Association and post in the school building a list of the known vacancies which shall occur during the following school year.
  - a. All vacancies which occur during the school year shall be posted internally and externally, if the Board decides to seek external applicants, for at least ten (10) working days.
  - b. All vacancies which occur between the last day of the work year for teachers and the first day of the next work year for teachers shall be posted internally and externally, if the Board decides to seek external applicants, for at least seven (7) calendar days.
  - c. The District shall mail a notice of any vacancy to any employee who has requested to be placed on a mailing list. Any employee interested in being informed of said vacancies shall provide to the District a supply of self-addressed, stamped envelopes for such mailings each year by June 15.
  - d. Applications for any vacancy shall be made within ten (10) week days of either the initial posting under a. above or the mailing under b. above.
  - f. In the event that a vacancy occurs after July 15th and prior to the first day of the work year and compliance with the time lines in b. and d. above will not allow filling of a vacancy before the first teacher work day of the succeeding school year, all time lines may be shortened to accomplish such appointment.

2. Filing Requests

Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement

shall include the grade and/or subject to which the teacher desires to be assigned in order of preference. Such requests for assignments for the following year shall be submitted not later than March 15th. No such request will be denied without consideration. Upon disposition of this request, the Superintendent will inform the applicant of the reasons for the decision.

ARTICLE 9  
INVOLUNTARY TRANSFERS AND REASSIGNMENTS FOR TEACHERS

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable. Prior to a final decision on any involuntary transfer or reassignment, the immediate supervisor and the Superintendent will provide an opportunity to meet with the teacher and discuss the pending decision.

ARTICLE 10  
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT  
FOR TEACHERS

A. TUITION REIMBURSEMENT

1. The Board agrees to appropriate \$29,000 annually into a fund for teachers to pay 100% of reimbursement up to \$800 toward tuition or registration fees for graduate courses taken by the teachers, provided that the courses taken by the teacher are in the education field or related to his/her work assignments. Approved courses shall be counted against the reimbursement pool for the year (July 1 through June 30) in which the course begins.
2. Teachers shall be limited to two (2) courses per semester with a maximum of four (4) courses per year.
3. In order to be eligible for reimbursement, prior approval of the course by the Superintendent of Schools is necessary. If prior approval is not granted, payment will not be given.
  - a. Summer session(s): Application for approval shall be made after May 1 for summer courses held during July and August. Summer courses beginning in June must be applied for no later than April 1.
  - b. Fall session: Application for approval shall be made after July 1 for courses held during August, September, October, November and/or December.
  - c. Spring session: Application for approval shall be made after October 1 for spring courses held during January, February, March, April, or May.
  - d. Late Spring Session: Application for approval shall be made after March 1 for courses held during May and/or June.

4. Course reimbursement: employees shall be reimbursed no later than after the second public Board of Education meeting following the submission of their reimbursement request.
5. In order to be eligible for reimbursement a teacher must receive a “B” or better or a Pass in a class designated as Pass/Fail in an approved graduate course.
6. Effective July 1, 2007, a teacher who receives reimbursement under A. 1. and who then leaves the District’s employment shall reimburse the District as follows:
  - a. 100% of the reimbursed amount for the year prior to departure;
  - b. 50% of the reimbursed amount for the year two years prior to the departure;
  - c. the application form for reimbursement shall contain an acknowledgement by the applying teacher that the provisions of a. and b. are in effect and that the teacher shall reimburse the District pursuant to them and that the above monies may be withheld from the last paycheck of the departing teacher.
  - d. Monies recovered under a. and b. above shall be added to the tuition reimbursement pool for the school year in which the money is recovered.
  - e. Teachers who leave the District’s employment in the following circumstances are not affected by the foregoing provisions:
    - 1) retirement
    - 2) non-renewal
    - 3) a medical condition that requires the employee to cease employment in education
    - 4) the resignation of an employee caused by the transfer of a spouse or life partner in his/her employment which requires the relocation of his/her residence.

B. MOVEMENTS ON SALARY GUIDE RESULTING FROM COMPLETION OF GRADUATE CREDITS

Movements on the salary guide resulting from satisfactory completion of graduate credits shall take effect on the first full pay period following September 1, or February 1, provided that appropriate documentation (transcript) is provided to the Board Secretary not later than either of the above dates.

ARTICLE 11  
SALARIES

A. SALARY SCHEDULE

1. The salary of each teacher covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof.
2. The salary of each custodian, custodian/maintenance covered by this Agreement is set forth in Schedule C which is attached hereto and made a part hereof.
3. The salary of each secretary covered by this Agreement is set forth in Schedule D which is attached hereto and made a part hereof.
4. The salary of each teacher aide/teacher assistant covered by this Agreement is set forth in Schedules E, F, and G which are attached hereto and made a part hereof.
5. Effective July 1, 1998, in order to be eligible for movement on the salary guide, a teacher must have worked at least 50% plus one (1) day of the prior year as defined in Article 5, A.

B. METHOD OF PAYMENT

1. Pay dates shall be the 15th and 30th of each month except for February, when the pay dates will be the 15th and the 28th or 29th.
2. When a pay date occurs on a weekend day or a holiday, teachers, secretaries, teacher assistants and teacher aides shall receive their paychecks on the last previous working day.
3.
  - a. Custodians and custodian maintenance personnel who work a shift beginning on or after 3 p.m. will receive their paychecks on the work day immediately prior to the regularly-scheduled pay date.
  - b. If any pay date falls on a weekend or a holiday, all custodians and custodian/maintenance personnel will receive their paychecks on the day immediately prior to that weekend or holiday. If the pay date is on a Monday, or on a Tuesday immediately following a Monday holiday, the paychecks will be distributed after 8 a.m. on these days.
  - c. Shift differential pay will be compensated twice monthly in a single check together with one-half the monthly base pay. Overtime pay shall be paid twice monthly in a separate check.

4. Final Pay for Teachers

Each teacher shall receive his/her final pay and the pay schedule for the following year on his/her last working day in June.

5. Direct Deposit

- a. On November 1, 1998 a direct deposit plan will be instituted. Effective July 1, 2008, all salaries will be paid through the direct deposit system.
- b. If the District's bank's or any payroll service it uses has no direct deposit procedure at any time in the future, this plan will not be in effect. If the District's bank's policy or the District's payroll service policy on direct deposit requires some minimum number of participants and said minimum is not reached, this plan will not be in effect.
- c. The Board is not responsible for the participation or non-participation of an employee's bank. The banks to which checks may be deposited directly by the current District's bank are part of a national system, of which many, but not all banks are a member.
- d. There is an understanding between the parties that the direct deposit system may require an earlier "turn-around" time with respect to District business office completion of information in order to get records to the District's bank in time for direct deposit to the employee's bank. Therefore, some payments to an employee may be delayed beyond the current parameters.
- e. In addition to these agreements between the Board and the S.T.E.A., the parties are bound by bank rules with respect to direct deposit. If the District's bank changes, the parties are bound by the new bank's rules.
- f. The Board will follow its normal procedures for the posting of the payroll. Delays resulting from an employee's bank schedule, or its policy on direct deposit, including when funds are posted and available, are not the responsibility of the Board. The District is not responsible for charges assessed to an employee resulting from errors in bank transmission, for the employee's premature withdrawals of funds, or for any charges that an employee's bank may apply to such direct deposit services.
- g. The employee will be permitted one bank change during the July 1 through June 30 period in any year, beginning July 1, 1999.

- C. The Board shall provide a summer payment plan as prescribed by N.J.S.A. 18A:29-3. Payment to the employee shall be made by individual checks to the order of the employee and deposited to the bank of his/her choice or to ABCO. This method of payment shall be operational only if direct deposit is not available.
- D. Effective July 1, 2010, all unit members' salaries will be frozen at 2009-2010 levels. Longevity payments and column differential payments for 2010-2011 shall be paid.

ARTICLE 12  
INSURANCE PROTECTION FOR UNIT MEMBERS

A. HEALTH CARE COVERAGE

The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each unit member and, in cases where appropriate, for family-plan insurance coverage.

1. Provisions of Coverage

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

- a. Hospital room and board and miscellaneous costs.
- b. Out-patient benefits.
- c. Laboratory fees, diagnostic expenses, and therapy treatments.
- d. Maternity costs.
- e. Major Medical.

2. Special Programs and Carriers

The Board shall provide the health care insurance protection designated below and depicted in Appendix 2 of this Agreement (Memorandum of Agreement dated June 11, 1996) with the following modifications effective on January 1, 2004: a) the Patriot X deductible shall be changed to \$200 annually for each insured person with a \$400 maximum annually per family; b) the Patriot X co-insurance shall be changed to \$1,000 for each insured person with a \$2,000 maximum per family; c) the emergency room co-pay shall change to \$50; and, d) the specialist co-pay shall change to \$25.

Effective on the first of the month which is at least 30 days after mutual ratification of the 2007-2010 Memorandum of Agreement, the Board shall pay the full premium for all eligible employees in the AETNA-US Healthcare plan Patriot V plan in effect during the 2006-2007 year with these modifications: 1) the lifetime maximum shall be changed to unlimited; and, 2) the co-insurance shall be changed from \$2,000/\$4,000 to \$400/\$1,200. All

other terms of the Patriot V plan design shall remain in effect. The Patriot X plan is discontinued as of that same date.

3. Employees first hired after the date of mutual ratification of the 2003-2004 Agreement who are otherwise eligible for Board-paid health/hospitalization insurance, he/she may enroll at any applicable level in the Patriot V plan option at no cost for the first three years of their employment. During that period, if the employee elects to enroll in a higher cost plan option, he/she may do so by paying the difference in premium through regular payroll deductions. On the first of the month following his/her third anniversary of initial employment, he/she may enroll in any plan option available to all other employees with no requirement to pay any portion of the premium.

Effective on the first of the month which is at least 30 days after mutual ratification of the 2007-2010 Memorandum of Agreement, eligible employees will be enrolled in Patriot V with no requirement to pay any portion of the premium.

a. Prescription Drug Program

- (1) The Board shall pay the full premium for each unit member and in cases where appropriate, for family-plan coverage. Effective on the first of the month after mutual ratification of the 2003-2004 Agreement, the co-pay shall be \$15 for brand names, \$5 for generic and \$5 for mail order.

b. Dental Health Program

The Board shall pay the full premium for each unit member and in cases where appropriate for family coverage for dental services listed below with carriers approved by the Association:

100% Preventative Diagnostic

80/20% Basic Services

60/40% Prosthodontics: effective January 1, 2004, this maximum shall increase to \$1,250

50/50% Orthodontics (children only); effective January 1, 2004, this maximum shall increase to \$1,000

Effective January 1, 2004, there shall be an annual deductible of \$25 per insured person to a maximum of \$75 per family

3. Carrier changes which result in benefits levels changes must first be agreed to by the Association.

4. Voluntary Insurance Waiver incentive Plan

- a. Effective December 1, 1997, there shall be a voluntary insurance waiver incentive plan. It will follow the concepts contained in Appendix 1.
- b. Employees will be notified in writing that election to waive health/hospitalization in the time immediately before retirement can endanger their right to retirees' health insurance under T.P.A.F. under P.E.R.S.
- c. All of 4. and Appendix 1 will expire at the close of business on June 30, 2011, unless both parties agree in writing to extend the plan.

B. DESCRIPTION TO UNIT MEMBERS

The Board shall provide to each unit member a description of the health care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE 13  
TRAVEL EXPENSES

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the IRS rate.

ARTICLE 14  
SICK LEAVE

A. ACCUMULATIVE

All employees shall be entitled to ten (10) sick leave days each school/work year and all employees employed for twelve (12) months shall be entitled to twelve (12) sick leave days each school/work 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. NOTIFICATION OF ACCUMULATION

Employees shall be given a written accounting of accumulated sick leave no later than September 20th of each school year.

C. PAYMENT FOR UNUSED SICK LEAVE

- 1. Upon retirement under T.P.A.F. or P.E.R.S., the employee shall be compensated for a maximum of 150 days accumulated sick leave at the following rate: \$50 per day. If notice to retire is given by January 1st, the



payment will be made during the July following the notice; if notice is later than January 1st, the payment will be made during the second July following the notice.

2. Upon separation, an employee shall be compensated for up to a maximum of 40 days at the following rate: \$33.70 per day.
3. This compensation will not be payable when an employee is separated from his/her employment for just cause, either through discharge or resignation directly related to this just cause.
4. Payments under 1. and 2. above shall be made to the estate of an employee who dies while employed by the Board.
5. If an employee is the subject of a reduction-in-force and receives payment from the Board for payment for unused sick leave under the above language, and then is re-hired by the Board, he/she shall have the option to either: 1) retain the payment; or, 2) reimburse the District for the payment and have the amount of accumulated sick leave reinstated. In order to have the sick leave days reinstated, the employee must inform the Business Office in writing of that determination within 30 calendar days of the first day back to work. The employee will have until the close of business on the 60th calendar day after return to work to reimburse the District the amount paid at the time of the original reduction-in-force. Failure to either give the 30 day notice or to make the 60 day reimbursement will act as a waiver to this reinstatement of sick leave days option.

## ARTICLE 15 TEMPORARY LEAVES OF ABSENCE

### A. TYPES OF LEAVE

#### 1. Personal

Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the employee's principal or other immediate supervisor for personal leave, shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state the reason for taking such leave. Effective July 1, 1998, the following shall be in effect: No more than 15% of the unit may use personal leave on any single day. Personal leave days shall not be used on staff development days (in-service days), except in the case of an emergency with the approval of the Superintendent, at which time the employee shall give the reason for the absence.

- a. All unused personal days during the school calendar year for teachers, teacher aides, teacher assistants, and the school fiscal year for custodians, custodian/maintenance, and secretaries shall be reimbursed at the following rate in each year of the agreement with payment being made on or before the last day of June at the rate of \$30.00 per day.
- b. At the option of the unit member, unused personal days, may, at the end of the year, be transferred to the unit member's sick leave account in lieu of payment. It shall be the obligation of the unit member desiring such transfer to inform the Board Secretary of this fact in writing not later than the last working day in June.

2. Leave of Absence

- a. Any full-time unit member who has served in the Shamong Township School district for a period not less than five (5) years, may be granted a leave of absence for a period not more than, nor less than, one (1) year. The request for such leave should be made on or before June 1st of the school year previous to the year for which the leave of absence is desired.
- b. No more than two (2) teachers may be granted such leave for any one school year. Leave will be granted to the teacher (teachers) with the most years of service in the District. During the leave of absence the teacher will receive no compensation or benefits. Upon returning to service in the District, the teacher shall be placed on the salary schedule at the level at which he/she would have been during the previous year. Before March 1 of the year of the leave, the teacher must notify the Board of his/her intention of returning to teach the following year. Failure to give such notice may constitute a presumption that the teacher on leave will not return to the district. No teacher may be granted more than one (1) such leave while in the employ of the District.

- 3. a. The Board shall provide for each unit member, in addition to sick leave and personal days, five (5) days' absence with full pay upon the death of a unit member's mother, father, spouse, child, sibling, grandchild, grandparent, in-law or member of the immediate household.
- b. The parties agree that the purpose of the leave under a. above is for bereavement, arranging the details of and attendance at a funeral, attending a memorial service and attending to necessary business-related issues attendant upon the death. The parties further agree, that in furtherance of these purposes, the employee may use up to five days immediately following the death for any of these purposes. To the extent the employee has not utilized all five (5) days under a.,

he/she may use up to three remaining days within the 60 day period following the death for any of these purposes. To the extent the employee has not utilized all five (5) days under a., he/she may use up to one remaining day within the period from the 61st day following the death through the end of that employee's work year for any of these purposes.

- c. Personal days may be used to cover additional days consistent with the purposes under b. above.

ARTICLE 16  
EXTENDED LEAVES OF ABSENCE

A. Disability Leave

The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditioning of leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. Title 18A:30-1 et. seq., existing law, and appropriate rules and regulations issued by the responsible agencies involved.

B. Child Rearing Leave

1. The Board may grant voluntary unpaid leave of absence to unit members who have been employed in the District for at least three (3) years for the purpose of child care of an infant. Approval is conditioned upon adequate staffing as determined by the Board.
2. A child care leave of absence may commence thirty calendar days after birth and shall terminate at a logical break in the school year. For purposes of this paragraph, a logical break in the school year is considered to be the first day of school after the winter holiday vacation, the end of the half-year marking period, and the last day of school for the entire school year. The specific date will depend upon the educational needs of the School District.
3. The teacher shall have the option of commencing a child care leave at a logical break in the school year prior to her delivery date. For purposes of this paragraph, a logical break in the school year shall be the first day of the school year, the first day of school after the winter holiday vacation and the first day of the second half-year marking period. The specific date will depend upon the educational needs of the School District.
4. A teacher desiring an unpaid leave shall apply no fewer than 90 calendar days before the anticipated delivery date of the infant. In the case of an adoption, application shall be made for a specific leave period as soon as the teacher is informed of the custody date. Time spent on unpaid leave shall not be counted for accrual of any benefits.

C. SABBATICAL LEAVE

1. The purpose of sabbatical leave is to provide the teacher with the opportunity to achieve an advanced degree which is beneficial to the School District in the view of the Board.
2. There shall be a maximum of one sabbatical leave per school year. Leaves shall only be granted for a full school year.
3. In order to be eligible to apply for a sabbatical leave, the teacher must have completed a minimum of seven (7) full years of continuous service to the District as a teacher.
4. The teacher must apply for such a leave by the November 15th preceding the proposed leave year.
5. The Board of Education has discretion concerning whether or not to grant a sabbatical leave. The Board will notify all applicants of its decision by February 1.
6. A teacher on such leave shall be paid 50% of his/her salary for the year. All health insurance benefits will be maintained during the leave period. The teacher will be credited with one (1) year on the guide for the school year spent on a sabbatical leave.
7. The teacher granted such a leave shall be enrolled in and successfully complete 24 graduate credits during the period of the leave. Failure to successfully complete the required number of credits shall result in repayment to the Board of the monies expended during the leave period.
8. The teacher granted such a leave will be required to sign an individual contract agreeing to return to the District for at least two years after completion of the leave. Failure to remain for at least two years shall result in repayment to the Board of the monies expended during the leave period.

ARTICLE 17  
EMPLOYMENT PROCEDURES - SECRETARIES AND CUSTODIANS

A. PLACEMENT ON SALARY SCHEDULE

1. Adjustment to Salary Schedule

Each custodian/secretary shall be placed on his/her proper step of the salary schedule as of the beginning of the 1997-1998 work year. Effective July 1, 1998, in order to be eligible for movement on the salary guide, a full-time

twelve month custodian, custodian/maintenance employee, or secretary must have worked at least 50% plus one (1) day of the prior work year.

B. NOTIFICATION OF CONTRACT AND SALARY

Secretaries, custodians and cafeteria staff shall be notified of their contract and salary status for the ensuing year no later than May 15th, consistent with law.

ARTICLE 18  
CUSTODIAN-CUSTODIAN/MAINTENANCE PERSONNEL

A. WORK DAY

1. The normal work day for all shifts shall be eight (8) hours, exclusive of a thirty (30) minute lunch period. The thirty (30) minute lunch period shall be duty-free and uninterrupted.
2. During school vacation periods, the normal work day for all custodians working on the first shift shall be eight (8) hours, exclusive of a thirty (30) minute lunch period. The thirty (30) minute lunch period shall be duty-free and uninterrupted.
3. During July and August, the normal work day for all custodians working on the first shift shall be eight (8) hours inclusive of a thirty (30) minute lunch.

B. WORK WEEK

1. Forty (40) hours shall constitute a normal work week in any calendar week. The normal work day and work week as of the effective date of this Agreement shall consist of four (4) shifts:

First Shift -	6:30 a.m. to 3:30 p.m.
Second Shift -	3:00 p.m. to 11:30 p.m.
Third Shift -	10:00 a.m. to 6:30 p.m.
Fourth Shift -	11:00 p.m. to 7:30 a.m.

2. The Board at its discretion, may assign all personnel to the first shift during school vacation periods and may alter the starting time for any shift, or any custodian, custodian/maintenance assigned to a shift, up to three (3) hours, but nothing herein shall prevent the Board from modifying the shifts of the custodian, custodian/maintenance employees upon at least ten (10) days' notice to the affected custodian, custodian/maintenance.
3. If in the judgment of the Board, there is need to change a custodian's, custodian/maintenance person's shift, the Board may assign a custodian, custodian/maintenance person to a different shift by giving at least ten (10) days' notice of such change of assignment except in the case of an emergency when such notice must be shortened.

C. WORK YEAR

The work year shall be the period from July 1 of one calendar year to the subsequent June 30.

D. REST PERIODS

Custodians, custodial/maintenance persons shall be entitled to a fifteen (15) minute rest period after the first two (2) hours of work. Custodians, custodian/maintenance persons whose work day exceeds four (4) hours shall be entitled to a second fifteen (15) minute break after the completion of one-half (1/2) the regular work day.

E. OVERTIME PAY

1. Overtime pay shall be paid at the rate of one and one-half (1-1/2) times the custodian's, custodian/maintenance person's regular hourly rate of pay for all hours worked over forty (40) in any work week. For a custodian, custodian/maintenance person whose pay is based upon an annual salary, the regular hourly rate of pay will be determined by dividing the annual salary by number of weeks by number of hours in a week. Overtime for custodians, custodian/maintenance persons shall be provided on a rotating basis.
2. Overtime work for custodians, custodian/maintenance persons will be scheduled in a continuous cycle by seniority as required for the work but they may be assigned for a shift other than their normally assigned shift.
3. Scheduled overtime work shall be divided as equally as possible in a continuous cycle by seniority among qualified employees. A qualified employee is one who can perform the full requirements as normally performed in a job classification for which the overtime is scheduled.
4. There shall be a two (2) hour minimum call-in time.

F. SHIFT DIFFERENTIAL--CUSTODIANS

Custodians, custodian/maintenance persons who work a shift beginning on or after 3:00 p.m. and work said shift for a full week shall receive a shift differential of seven (7%) percent of the weekly salary for any week so worked. Any night custodian who is called in to work other shifts for the purpose of snow removal or due to the declaration of a snow day, or other snow-related incidents, shall suffer no loss of the pay differential.

G. HOLIDAY SCHEDULE

The Board approves the following calendar of holidays:

Independence Day	New Year's Day
Labor Day	Martin Luther King's Birthday
Thanksgiving Day	Presidents' Day
Friday after Thanksgiving	Good Friday
Christmas Eve	Easter Monday
Christmas Day	Memorial Day
New Year's Eve	

If the school is in session on any of these days, then the Board is not required to grant a holiday on that day. If Christmas Eve, Christmas Day, New Year's Eve, New Year's Day or Independence Day fall on a Saturday or Sunday, a compensatory day will be provided, by mutual agreement between the Board and employee.

Each custodial/maintenance employee shall be allowed to attend one (1) of the weekday sessions of the NJEA Convention annually and said member shall provide the District with a certificate of attendance. Attendance at the convention shall require appropriate notice to the district and be on a rotating basis of those members who apply to attend. No more than half the custodial/maintenance staff will be permitted to attend on each of the two days, with seniority governing preferred attendance dates.

H. HOLIDAY AND WEEKEND PAY

1. Each full-time, regular custodian, custodian/maintenance person must work the scheduled work day before and after a holiday to be paid for the holiday. If a custodian is absent the day before or the day after the holiday, he/she must provide a medical certificate to be paid for the holiday.
2. Custodians, custodian/maintenance persons who work holidays shall be paid double time (one additional day's pay).
3. Custodians, custodian/maintenance persons who work on Saturday or Sunday (except the regular shift that begins on Sunday night) shall be paid time and one-half (one-half (1/2) additional pay).

I. VACATIONS

1. a. Each full-time regular custodian, custodian/maintenance person will be entitled to vacation with pay in accordance with the following schedule:

<u>Completion of Continuous Service</u>	<u>Vacation Period</u>
Less than 1 year	Prorate at one day per month up to ten working days
1 year but less than 4 years	10 working days
4 years to less than 6 years	12 working days
6 years to less than 10 years	15 working days
On the July 1st following the completion of ten (10) years of service	20 working days

- b. Time accumulated for vacation purposes will start at the anniversary of employment as modified under d. below.
  - c. When the date of employment is on or before the 16th of the said month will be considered a full month of service for vacation purposes.
  - d. Employees hired on or after July 1, 1989, shall be credited with vacation on the July 1 following the commencement date of employment if they have worked at least six (6) months. Thereafter, they shall be credited with earned vacation on the July 1 following the anniversary date.
2. Vacation leave will be approved with due consideration of the needs of the school district. All custodians, custodian/maintenance persons between April 15 and May 15, shall submit their vacation requests for the coming year on a form provided by the Board.
  3. If there is a conflict in choice of vacation days by custodians, custodian/maintenance persons, preference will be given to custodians in order of seniority. If vacation days have already been granted to an employee, those dates cannot be rescinded due to a later request by a more senior employee.
  4. Normally custodians, custodian/maintenance persons must take their vacation each year within twelve (12) months from the eligibility date (July 1). Requests to carry over unused vacation time must be submitted in writing to the Superintendent at least thirty (30) days before the end of the fiscal year. Such requests shall be granted only if in the judgment of the Superintendent, exceptional circumstances warrant doing so.
  5. Paychecks will be given to custodial, custodial/maintenance personnel on the last day prior to vacation provided the paycheck (i.e., payday) is to be paid during the vacation. This language shall be operational only if direct deposit is not available.



6. For any unused vacation time not carried over, custodians, custodian/maintenance persons shall be paid the regularly daily pay for each day not used. Payment shall be made on or about June 30th.
7. During the winter vacation, when school is not in session, all custodial personnel shall be permitted to use their vacation days provided that these requests do not leave any less than two employees per building working on any given day.

J. UNIFORMS

Upon ratification of this Agreement by the Association and approval by the Board of Education, custodians, custodian/maintenance personnel will be provided with work clothing. The Board of Education retains discretion to determine specific clothing items. Custodians, custodian/maintenance personnel shall receive an \$100 shoe allowance for work shoes each year with purchase order. Uniforms must be worn during the school year. There shall be a \$100 allowance for winter apparel for custodial-maintenance employees.

K. SENIORITY

1. Seniority is defined as the length of a custodian, custodian/maintenance person's service in the school district that shall date from the custodian's most recent hiring. The Board and the Association agree to jointly develop a seniority list with respect to all custodians, which list, when developed shall be signed by both parties and shall be considered binding.
2. After completion of the 60 day probationary period, a custodian, custodian/maintenance person's record of continuous service will date back to the original date of employment.

L. When custodial/maintenance positions are going to be added or become available, in order to ensure fair and competitive practices, notice of job opportunities shall be given to unit members. Current custodial staff shall have the opportunity to bid for the position.

- M.
1. When the Board requires a custodial or maintenance employee to obtain or hold a license, the Board shall pay all fees associated with that license.
  2.
    - a. The Board shall appropriate \$1,200 in each year of the Agreement with a limit of \$600 per person per year, to establish a Vocational Course refund program to make funds available to all custodial/maintenance personnel for approved vocational courses.
    - b. In order for course tuitions and fees to be reimbursed, the employee must receive written approval from the Superintendent prior to enrolling in the course. In order to be approved, the course must be of value to the District as determined by the Superintendent. The

employee must present proof that he/she satisfactorily completed the course in order to receive reimbursement.

ARTICLE 19  
SECRETARIAL PERSONNEL

A. WORK YEAR

The work year for 12 month secretaries shall be July 1 through June 30. The work year for 10 month secretaries shall be September 1 through June 30.

B. HOURS OF WORK

All full-time secretaries shall work eight (8) hours per day, inclusive of a thirty (30) minute lunch period. During July and August, all full-time secretarial personnel will work seven and one-half (7-1/2) hours inclusive of lunch and breaks. Effective July 1, 1998, secretaries will have a seven (7) hour work day on Fridays in the summer.

C. REST PERIODS

Secretaries shall be entitled to a fifteen (15) minute rest period in each the a.m. and p.m. at such time as shall be mutually agreed upon with the secretary and her/his immediate supervisor.

D. WORK DAY

Reasonable hours encompassing the work day will be established by the Superintendent or immediate supervisor.

E. OVERTIME PAY

Overtime pay shall be paid at the rate of one and one-half (1-1/2) times the secretary's regular hourly rate of pay for all hours worked over forty (40) in any work week. For a secretary, whose pay is based upon an annual salary, the time plus one-half rate will be computed by dividing the annual salary by the number of weeks in the work year, dividing the result by the number of hours in the work week, and multiplying the latter result by one and one-half (1-1/2). At the option of the secretary, overtime may be taken as compensatory leave at such times as shall be approved by the secretary's immediate supervisor.

F. SCHOOL CLOSINGS

Secretaries in the Association shall not be required to work on days on which the schools are closed due to weather conditions or emergency closing.

G. HOLIDAY SCHEDULE

1. All ten (10) and twelve (12) month secretaries shall be entitled to paid holidays coinciding with days during the school year upon which the schools of the Shamong Township School District are closed for the purpose of observing such holidays pursuant to the "school calendar" adopted by the Board.
2. A secretary shall work on such a holiday by mutual agreement between the secretary and the Superintendent. Compensatory time shall be granted for such work on a holiday provided by mutual agreement between the Superintendent and secretary.
3. In addition, twelve (12) month secretaries shall be entitled to the paid holidays of Independence Day and Labor Day. If Independence Day falls on a Saturday or Sunday, a compensatory day will be provided by mutual agreement between the Superintendent and the secretary.
4. If school is in session on State banking holidays, the Board shall grant to the secretary a compensatory amount of time equal to the amount of time worked on that day.

H. VACATION

1. Twelve (12) month secretaries hired on or after July 1 shall be credited with vacation on July 1 as listed. All twelve (12) month secretaries shall be credited with vacation on July 1st each year.

Completion of  
Continuous Service

Vacation Period

Less than 1 year

Prorate at one day per month up to ten working days

1 year to less than 4 years

10 working days

4 years to less than 6 years

12 working days

6 years or more

15 working days

Time accumulated for vacation purposes will start at the anniversary of employment. Employees hired on or after July 1, 1989, shall be credited with vacation on the July 1 following the commencement date of employment if they have worked at least six (6) months. Thereafter, they shall be credited with earned vacation on the July 1 following the anniversary date.

2. Vacation leave will be approved with due consideration of the needs of the school district. Vacations must normally be taken during the months of June (after the close of school), July or August. All secretaries shall submit requests between April 15 and May 15 for the coming year on a form provided by the Board.

3. If there is a conflict in choice of vacation dates by secretaries, preference will be given to secretaries in order of seniority.
  4. Normally, secretaries must take their vacation each year within twelve (12) months from the eligibility date (July 1). Requests to carry over unused vacation time must be submitted in writing to the Superintendent at least thirty (30) days before the end of the fiscal year. Such requests shall be granted only if in the judgment of the Superintendent, exceptional circumstances warrant doing so.
  5. Paychecks will be given to the secretaries on the last day prior to vacation provided the paycheck (i.e., payday) is to be paid during the vacation. This language shall be operational only if direct deposit is not available.
  6. For any unused vacation time not carried over, secretaries shall be paid the regular daily pay for each day not used. Payment shall be made on or about June 30th.
- I. Any vacancies that occur shall be adequately publicized to the appropriate unit members.
- J. Tuition Reimbursement

Effective upon mutual ratification of the 2007-2010 Agreement, reimbursement up to \$125 per graduate **or** undergraduate credit will be granted upon completion of an approved graduate or undergraduate course. Approved courses will be determined by the Superintendent who will evaluate the relevance of a course to the field of education or to a secretary's duties. There will be a limit of two courses per semester.

## ARTICLE 20 TEACHER AIDES/TEACHER ASSISTANTS

- A. Work Year and Increments
1. The work year for teacher aides and teacher assistants shall be consistent with the teacher work year as defined in the first sentence of Article 5, A.
  2. In order to be eligible for an increment, a ten-month teacher aide or teacher assistant must have worked or been on approved paid leaves of absence under the terms of this contract at least ninety-three (93) or more days during the contract year.

B. School Day

Teacher aides/teacher assistants will have a six and one-half hour (6-1/2) day, lunch inclusive, hours to be assigned by the administration. Effective February 1, 2004, teacher aides/teacher assistants will have a 6 hour, 55 minute day, lunch inclusive, hours to be assigned by the administration.

C. Assignment

1. In emergency situations only, the administration may use a teacher assistant to cover a class for a teacher. The administration will insure that it makes provisions for the teacher assistant's cooperating teacher's thirty (30) minute duty free lunch. The administration also agrees that substitute lists will be exhausted, whenever possible, prior to assignment of a teacher assistant to a substitute duty.
2. The Board agrees to pay a teacher assistant their regular salary plus the following rates on full days and on half days or less in which they act as a substitute teacher: Full day - \$20.00; Half day or less - \$10.00.

Payment of such monies shall be claimed by voucher and shall be paid once a month.

D. Voluntary Transfer and Reassignments of Teacher Aide/Teacher Assistants

Teacher aides and teacher assistants have the option to apply for an open position prior to public advertisement. Known vacancies for the following year for teacher aides/teacher assistants will be posted by May 15th of each school year plus vacancies during the year will be posted.

E. Professional Development and Educational Improvement for Teacher Aides/Teacher Assistants

Reimbursement of up to \$125 per graduate or undergraduate credit will be granted upon completion of an approved graduate or undergraduate course. Approved courses will be determined by the Superintendent who will evaluate the educational relevance of a course to the teacher aide's/teacher assistant's duties. There shall be a limit of six (6) credit hours per semester with a maximum of twelve (12) credits per year.

F. Movement on the Salary Schedule

When a teacher aide possesses a substitute teaching certificate and therefore gains the title of teacher assistant, the individual will be placed on the first step of the teacher assistant guide which will provide her/him with a salary increase.

- G. Any vacancies that occur shall be adequately publicized to the appropriate unit members.

- H. Teaching assistants will be reimbursed for the cost of the renewal of their substitute-teaching certificates.

ARTICLE 21  
CAFETERIA STAFF--WORK DAY, WORK YEAR

- A. All cafeteria staff employees shall work a five and one-half (5-1/2) hour day inclusive of a 30 minute lunch period.
- B. The work year for cafeteria employees shall be the same as that worked by the food service management's employees. This year may include some work days in August.
- C. Cafeteria staff employees shall not be required to work on days when schools are closed due to weather conditions or due to emergency closings.
- D. Any hours worked in excess of the regular five and one-half (5 ½) hour day shall be paid at the regular hourly rate of pay. Overtime pay shall be paid for all hours worked over forty (40) in any work week at the rate of one and one-half (1 ½) times the cafeteria employee's regular hourly rate.

ARTICLE 22  
SENIORITY

- A. The Board shall maintain a seniority list for each job title of support staff employees as follows:

Group A	1.	Custodian/Maintenance
	2.	Custodian
Group B	1.	Secretaries
Group C	1.	Teacher Assistants
	2.	Teacher Aides
Group D	1.	Cafeteria staff

Time spent in any "1." position is also computed as time spent in a time "2." position in the same group.

- B. In the event of a reduction in force within a job title, employees with five (5) or more years of experience in the District will not be laid off before employees with less than five (5) years of experience in the District within the same job title.
- C. In the event of a recall, any employee who has at least three (3) years of experience in the District shall be recalled to their position (the last one filled before the reduction in force) in order of seniority within the affected job title.

- D. Support staff employees who have been reduced in force shall remain on the recall list for three (3) years from the effective date of the reduction in force. Support staff employees who have been reduced in force and who have five (5) years or more of seniority at the time of the reduction in force shall remain on the recall list for five (5) years from the effective date of the reduction in force. Any "1." employee in a Group on a recall list, shall also be on the recall list for the "2." position.
- E. Notice of recall to work shall be addressed to the support staff member's last address appearing on the records of the school district by certified mail, return receipt requested. Within eight (8) calendar days from receipt of such notice of recall, the support staff member shall notify the Board of Education, in writing, whether or not he/she desires to return to work in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and rights to recall.
- F. Seniority shall not be accumulated during the layoff period. Upon recall, the support staff member shall have his/her accumulated seniority restored to the date of layoff.
- G. A support staff employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.

ARTICLE 23  
GRIEVANCE PROCEDURE FOR UNIT MEMBERS

A. DEFINITIONS

1. Grievance

A "Grievance" is a claim by a unit member or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting a unit member or a group of unit members.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting unit members. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

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. The time limits

specified may, however, be extended by mutual agreement. Failure on the part of a unit member to comply with the time limits shall result in a waiver of the right to proceed to the next level. Failure by the Board to comply with time limits at Level Three shall result in a granting of the grievance.

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 a party in interest, 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. Time Restriction

An aggrieved unit member shall institute action under the provisions hereof within twenty (20) work days or thirty (30) calendar days, whichever is shorter, following the occurrence complained of when it affects the unit member. Failure to act within said twenty (20) work day period or thirty (30) calendar day period shall be deemed to constitute an abandonment of the grievance.

4. Level One - Principal

A unit member with a grievance shall first discuss it with his/her principal or immediate supervisor either directly or through the Association's designated representative, with the objective of resolving the matter informally. If the matter is unresolved through these discussions, the unit member or the Association may file a written grievance with the Principal within the timelines set forth in C. 3. above. The Principal shall respond to the grievance in writing within five (5) work days after receipt of the written grievance.

5. Level Two - Superintendent

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

- a. Nature of grievance.
- b. Results of prior discussions.
- c. Basis for his/her dissatisfaction with the determination.
- d. Remedy



6. Level Three - Board of Education

If the unit member of the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, the unit member may submit the grievance to the Board. Said request shall be made to the Board within ten (10) school days from the above disposition, shall be in writing, and shall specify the following:

- a. Nature of grievance.
- b. Results of prior discussion.
- c. Basis for his/her dissatisfaction with the determination.
- d. Remedy

A copy of this statement shall be furnished to the Superintendent.

Effective July 1, 2000, the Association may request an appearance before the Board with the purpose of explaining the position of the Association and the grievant(s). The Board shall issue a written decision on the grievance within ten (10) school days of that appearance.

7. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, he/she may, within five (5) days after the grievance was delivered to the Board, whichever is sooner, 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 by the aggrieved person.
- 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 the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representative of the Board and Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to

him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator may add nothing to modify or subtract anything from the Agreement between the parties.

- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### D. RIGHTS OF UNIT MEMBERS TO REPRESENTATION

##### 1. Unit Members and Association

Any aggrieved person may be represented at all stages of the grievance by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When a unit member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

##### 2. Reprisals

No reprisals of any kind shall be taken by the Board or by 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 unit members, the Association may submit such grievance in writing to the principal directly and the processing of such grievance shall be commenced at Level One. The Association may process such a grievance procedure even though the aggrieved person 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 Level Two and Level Three of the

grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and the Association.

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. Meetings and Hearings

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

5. Levels

Grievances pertaining to violation of this Agreement go through Level One, Level Two, Level Three and Level Four. Grievances pertaining to policies or administrative decisions affecting a unit member or group of unit members are not subject to arbitration.

ARTICLE 24  
BOARD'S RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations
1. to direct employees of the school district;
  2. to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
  3. to relieve employees from duty because of lack of work or for other legitimate reasons;
  4. to maintain efficiency of the school district operations entrusted to them;
  5. to determine the methods, means and personnel by which such operations are to be conducted;
  6. to establish reasonable work rules; and

7. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. This Agreement represents and incorporates the complete and final understanding in settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE 25  
PROTECTION OF EMPLOYEES

- A. No employee shall be disciplined or reprimanded without just cause. "Discipline" may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with individual contracts. Non-renewal of a non-tenured teacher is not "discipline" under this provision.
- B. An employee shall not be criticized in the presence of a student, member of the public, or other members of the staff by any administrator without justifiable, substantive reasons.

ARTICLE 26  
AGENCY FEE

A. PURPOSE OF THE FEE

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

The representation fee to be paid by nonmembers/fee-payers will be pursuant to the determination of an impartial arbitrator in accordance with the law.

B. DETERMINATION OF FEE

Prior to the beginning of each membership year (July 1 through June 30), 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 the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each membership year, but no later than August 1 of the year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2. below.

2. Payroll Deduction Schedule

The Board will deduct the full amount of the yearly representation fee in equal installments from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

3. Termination of Employment

If an employee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the academic year in question.

4. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. New Employees

Each month in which the Board hires a new unit member(s), the Board will notify the Association in writing of the name(s), job title(s) and date(s) of employment of the new employee(s).

D. INDEMNIFICATION

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

ARTICLE 27  
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2010, and shall continue in effect through June 30, 2011, subject to the Association's right to negotiate over a Successor Agreement as provided in Article 2. 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.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and its Corporate Seal to be placed hereon, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its Corporate Seal to be placed hereon, all on the day and year first written above.

SHAMONG TOWNSHIP  
EDUCATION ASSOCIATION

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Secretary

SHAMONG TOWNSHIP  
BOARD OF EDUCATION

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Secretary

SCHEDULE A-1

TEACHERS' SALARY SCHEDULE

2010-2011

<u>2010-2011</u> <u>STEP</u>	<u>SALARY</u>	<u>COLUMN</u> <u>DIFFERENTIALS</u>
1	47909	BA+15 = \$1333
2	48109	BA+30 = \$2666
3	48309	MA = \$3999
4	48509	MA+15 = \$5332
5	49547	MA+30 = \$6665
6	50587	
7	51742	
8	52897	
9	55381	
10	59881	
11	64581	
12	69281	
13	73981	
14	78681	

The following longevity provision shall be in effect:

24 years in district (25th contract)	\$600
29 years in district (30th contract)	\$1500

**SCHEDULE B**  
**EXTRA-CURRICULAR ACTIVITIES**

A written job description is available for each extra-curricular activity.

The activities divided into each category have a base salary. Stipends are per activity. If more than one teacher directs an activity, stipend will be divided appropriately except where more than one advisor is noted (for example, "(2)").

<b>CATEGORY I</b>	<b>CATEGORY II</b>	<b>CATEGORY III</b>
More than 120 hours per school year	More than 70 hours per school year	More than 30 hours per school year
Stipend	Stipend	Stipend
2010-2011 - \$2,973	2010-2011 - \$2,274	2010-2011 - \$1,909
8th Grade Advisor	Chorus - IMMS	AVA
Baseball	Field Hockey	Band
Basketball (boys)	Gymnastics-Competitive	Camp Ockanickon Coordinator
Basketball (girls)	Lacrosse	Chess Club
Cheerleading	Music Club – IMS (2)	Computer Club
National Junior Honor Society	P/R Coordinator	Ecology Club
Softball	Soccer Boys	Fine Arts - Drama
Student Activity Coordinator (Double)	Soccer (Girls)	Fine Arts – Music - Handbells
	Student Council Advisor (2)	Fine Arts - Art
	Student Newspaper	Gymnastics - IMS
Webmaster – paid at 1.5 times the Category I rate	Wrestling	Gymnastics - non-competitive
	Yearbook (2)	School Store Coordinator
		Science Fair Coordinator
		Track (2)

Note: The Board shall review individual and Association requests for changes in position categories. Such requests shall be submitted by June 1 each year. The Board will review time logs, discuss the suggested change with the teacher and the Association, and shall decide whether a change is warranted. This decision is to be made by July 1. The decision shall be in writing and binding. If a teacher is appointed to a Schedule B position, it is not expected by the Board that the teacher will work more or less hours than the category designated.



<b>ACTIVITY</b>	<b>2010-2011</b>
Literary Magazine (1 issue annually)	\$898
Newsletter (4 issues annually)	\$388
ISIP (new)	\$60.26
ISIP (update)	\$28.20
<b>HOURLY</b>	
Summer Program/Curriculum *	\$49.90
School Year Program/Curriculum *	\$34.62
Home Instruction	\$38.47
<b>SUPERVISORS</b>	
Lunchroom per person	\$3,657
Bus Aide per person	\$1,415
In-service Presenters	\$146

\* Curriculum Note: Minor revisions following administrative review shall be completed without additional compensation.

## **DEFINITIONS**

**Summer Program/Curriculum:** Participation in a workshop, delivery of services, or when a staff member is working on writing curriculum for the district, starting the day after the last day of school up through the day before the next school year begins.

**School Year Program/Curriculum:** Participation in a workshop, delivery of services, or when a staff member is working on writing curriculum for the district during the school calendar year.

- a. Extra pay without prep – Study Group; attending a required workshop before or after school; Fast ForWord

**Home Instruction:** This is a position that is held at any time during the calendar year and when a staff member needs time to prepare before teaching or assisting.

**Professional Development Presenters:** This position is for presenters during in-service days or during school hours when prep is required.

*A staff member being trained for a position which will be compensated will not be compensated for training*

SCHEDULE C-1

CUSTODIAN AND CUSTODIAN/MAINTENANCE SALARY GUIDES

2010-2011

STEP 10-11	CUSTODIANS	CUSTODIAN/ MAINTENANCE
1	29901	33071
2	30051	33236
3	30201	33402
4	30351	33568
5	30501	33734
6	30651	33900
7	31711	35072
8	34031	37638
9	36351	40204
10	38671	42770

+ 7% BASE PAY NIGHT SHIFT DIFFERENTIAL.

+ \$582 FOR BLACK SEAL LICENSE.

LONGEVITY FOR CUSTODIANS AND CUSTODIAN-MAINTENANCE

Effective July 1, 2000, the following longevity provision shall be in effect:

10 years in district (11 <sup>th</sup> contract)	\$200
15 years in district (16 <sup>th</sup> contract)	\$300
20 years in district (21 <sup>st</sup> contract)	\$400

Voluntary breaks in service shall result in loss of service time towards longevity. The time involved in an involuntary break in service (reduction in force) neither counts towards requisite service time for longevity nor results in any loss of time accrued before the involuntary break.

SCHEDULE D-1

SECRETARY SALARY GUIDE

2010-2011

STEP 10-11	SALARY
1	34681
2	35734
3	36787
4	37840
5	38893
6	39946
7	40999
8	42052
9	43105
10	44158

LONGEVITY FOR SECRETARIES

Effective July 1, 2000, the following longevity provision shall be in effect:

10 years in district (11 <sup>th</sup> contract)	\$200
15 years in district (16 <sup>th</sup> contract)	\$300
20 years in district (21 <sup>st</sup> contract)	\$400

Voluntary breaks in service shall result in loss of service time towards longevity. The time involved in an involuntary break in service (reduction in force) neither counts towards requisite service time for longevity nor results in any loss of time accrued before the involuntary break.

SCHEDULE E-1

TEACHER ASSISTANT SALARY GUIDE

2010-2011

STEP 10-11	SALARY
1	20086
2	20186
3	20286
4	20386
5	21421
6	22455
7	23733
8	25012
9	27335
10	29658

Annual stipend for credits:

+75 = \$216

+90 = \$433

+105 = \$649

+BA/BS = \$867

SCHEDULE F-1

TEACHER AIDE SALARY GUIDE

2010-2011

STEP 10-11	SALARY
1	18644
2	19065
3	19487
4	19908
5	20329
6	20750
7	21171
8	21593
9	22014
10	22435

Annual stipend for credits:

+15 = \$223

+30 = \$445

+45 = \$668

SCHEDULE G

(APPLIES TO SCHEDULE E AND SCHEDULE F PERSONNEL)

LONGEVITY

3-5 Years in district (4th-6th contract)	\$ 94.00
6-8 Years in district (7th-9th contract)	\$125.00
9+ Years in district (10th + contract)	\$157.00

Voluntary breaks in service shall result in loss of service time towards longevity. The time involved in an involuntary break in service (reduction in force) neither counts towards requisite service time for longevity nor results in any loss of time accrued before the involuntary break.

## APPENDIX 1

### INCENTIVE PLAN CONCEPTS

1. Which employees are eligible for this incentive?

Employees who are eligible to receive any enrollment level above single for any of the insurances under Article 12, A.

2. Is the Incentive Plan voluntary?

Yes. No employee must participate if she or he chooses not to do so.

3. What is the purpose of the Plan?

The purpose of the plan is to encourage eligible employees to waive unnecessary duplicate family coverage.

4. What is the "Incentive" portion of the Plan?

Employees who are eligible for any enrollment above single coverage and who waive all coverage for any of the three types of insurance for a full year shall receive 30% of the premium cost of the waived insurance.

5. May an employee waive only one type of insurance and not others?

Yes.

6. May an employee who has no other health/hospitalization coverage waive the health/hospitalization coverage?

No. Such a waiver will not be allowed.

7. May an employee who has no other dental or prescription coverage waive either or both of those coverages?

Yes.

8. If an employee waives coverage, may he/she re-enroll?

Yes, but only at the open enrollment periods, subject to carrier rules and, for health/hospitalization coverage, pursuant to the terms of the attached letter from AETNA dated June 27, 1997.

9. If an employee waives coverage for an entire year, may he/she re-enter the plans on the next enrollment date?

Yes.

10. When do employees receive their incentive payment?

The payment shall be made in the July of the year following the waiver. Because of IRS withholding and other laws, some deductions must be made at that time.

11. How does an employee sign up for this Plan?

Each potentially eligible employee will receive a form from the administration. It will contain a final return date and waiver of coverage, and will specify the incentive payment which will be received.

12. What if the incentive plan begins later than July 1 in the first year of operation?

In the first year, if the waiver covers less than 12 months, the incentive payment shall be paid proportionately.

13. How long will this plan exist?

For the duration of this contract. Specific contract language will be drafted to make the clause self-expiring at the conclusion of this contract unless both parties agree to continue the plan.

14. Are there any other matters which the parties must attend to with respect to this issue?

Yes. In order, to protect all employees from Federal and State taxation of existing benefits if this plan is in effect, the District will set up a Section 125 account.



## APPENDIX 2

### MEMO OF AGREEMENT

The Shamong Township Board of Education and the Shamong Township Education Association have reached agreement to amend selected portions of Article XI of the 1994-1997 Agreement pursuant to Article II, B. of the collectively negotiated agreement.

Beginning with July 1, 1996, the Board appointed U.S. Healthcare as the carrier to provide Health Insurance coverage to unit members of the Shamong Township Education Association. Prior to July 1, 1996 such program was delivered through the State Health Benefits Plan (SHBP).

1. The Board guarantees that the health insurance program delivered by the newly appointed carrier, U. S. Healthcare and any of its subsidiaries, shall be equal or better than the plan provided to unit members by the SHBP.
2. The standard of reference for determining delivery of "equal or better" program shall be the SHBP in place during the 1995-96 school year.
3. The standard shall apply to benefit levels, deductibles, coinsurance and out of pocket expenses and administration of the plan.
4. The enclosed exhibits marked 1, 2 and 3 reflect the guarantees offered in behalf of the Board and by the carrier.
5. During the life of the current 1994-1997 Agreement, members will not be required to contribute to any medical plan offered by the carrier.
6. If a unit members incurs a loss in level of benefits and/or administration of benefits as defined above, due to reasons other than the employee selecting a plan of "lesser" benefits, then the Board shall:
  - a) make the affected member financially whole;
  - b) immediately seek from U. S. Healthcare increases in the level of benefits and/or administration of the plan to meet the levels as defined above, but have been discovered to be less;
  - c) the Board will publish and distribute to unit members and the Association notification of the increase in the level of benefits and/or administration of the plan.
7. As part of the provision of paragraph 6 above the employee shall cooperate with the Board in its pursuit of the employee's claim.
8. The parties shall sign and keep separate copies of the Master SHBP Agreement

in effect for the 1995-96 school year as well as the Master Agreement for the new carrier, U. S. Healthcare, "Plan Document."

9. At the conclusion of the current agreement, the carrier for the health benefits for the successor agreement will not change for the first year.

The parties shall recommend the above to its respective principals for ratification.

Dated: June 11, 1996

For the Association

Charles H Maser

Geraldine E. Suleto

Kathleen A. Granquist

For the Board of Education

Martin Reynolds

Alice Sullivan

Nancy Thomas

This memo was approved and ratified by the parties.

### APPENDIX 3

#### EMPLOYEE INCENTIVE PROGRAM FOR EDUCATION GRANTS

The Shamong Township Board of Education hereby extends a grant writing incentive program, subject to the following terms and conditions:

1. Teachers will be rewarded a bonus of 3% of the total value of the grant for each non-entitlement grant they secure. If more than one teacher plans to work on the grant, the teachers would have to submit the percentage breakdown for possible bonus award (i.e. 50/50 for two teachers) in their preliminary proposal before pursuing the grant.
2. All grants would have to be pre-approved by the Superintendent and the BOE before the teacher(s) could pursue them.
3. Any multi-year grant outlays would have the bonus paid out as the grant money was received by the Board. If the grant money arrives over two years in two 50% disbursements, the teacher would receive 50% of the total bonus in each of those two years.
4. The STEA waives any claim that the bonus money is part of the current year salary. The bonus would be considered a stipend for payroll purposes. Calculation of the following year's salary for any purpose would exclude the bonus money paid under this program.
5. This incentive program excludes grants that are worked on during the time that specifically pays staff members for grant writing.
6. No Continuation of Incentive Program: The incentive program is being offered only on the above terms and does not constitute a continuing offer for any future school year.

All payments will be subject to the ordinary and necessary payroll deductions.

**SIDEBAR AGREEMENT**  
**BETWEEN**  
**SHAMONG TOWNSHIP BOARD OF EDUCATION**  
**and SHAMONG TOWNSHIP EDUCATION ASSOCIATION**

The Shamong Township Board of Education and the Shamong Township Education Association agree to amend selected portions of Schedule B of the collectively negotiated agreement. See the chart below for specific definitions of the activities chart and what jobs will go under each.

<b>HOURLY</b>	2007 – 2008	2008 – 2009	2009 – 2010
Summer Program/Curriculum	\$46.13	\$47.98	\$49.90
School Year Program/Curriculum	\$32.01	\$33.29	\$34.62
Home Instruction	\$35.57	\$36.99	\$38.47
<b>SUPERVISORS</b>			
Lunchroom per person	\$3,381	\$3,516	\$3,657
Bus Aide per person	\$1,308	\$1,361	\$1,415
Professional Development Presenters	\$135	\$141	\$146

**DEFINITIONS**

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