

15001

**AGREEMENT**

**BETWEEN**

**THE ROSELAND BOARD OF EDUCATION**

**AND**

**THE ROSELAND EDUCATION ASSOCIATION**

**FOR 1994 - 1997**

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APPENDIX SCHEDULES "A", "B" AND "C" - TEACHER SALARY GUIDES

SCHEDULES "D", "E" AND "F" - CUSTODIAL SALARY GUIDES

**PREAMBLE**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, Nineteen Hundred and Ninety-Five.

BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF  
ROSELAND, ESSEX COUNTY, NEW JERSEY,  
hereinafter the "BOARD";

and

THE ROSELAND EDUCATION ASSOCIATION  
hereinafter the "ASSOCIATION";

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employer and the majority representative of an appropriate employee representatives and filed with the New Jersey Public Employment Relations Commission: and

WHEREAS, the Roseland Board of Education recognizes the Roseland Education Association as being the recognized majority representative of the unit of the Board's employees consisting of regularly employed teachers, nurses, librarians, and custodians,

NOW, THEREFORE, the Board and the Association have mutually agreed to the following terms and conditions of employment.

When used hereinafter, the term "teacher" shall mean all certificated members of the unit, the term "custodian" shall mean custodians only, and the term "employee" shall mean all members of the unit.

## Article I - Duration of Agreement

This Agreement, dated as above, shall retroactively take effect on July 1, 1994, and shall continue in full force and effect until June 30, 1997. The Parties agree that except in the case of any mutually agreed upon amendments hereto which shall be embodied in writing and signed by the Parties, this Agreement represents the full and total agreement between the Parties on all matters which were, and could have been, negotiated by the Parties.

## Article II - Compensation

The salary schedules for teachers shall be as set forth on Schedule "A", Schedule "B" and Schedule "C" annexed hereto and made a part hereof. The compensation for custodians will be as set forth on Schedule "D", Schedule "E" and Schedule "F" annexed hereto and made a part hereof.

Advancement on the schedules is not automatic and is dependent upon a favorable recommendation by the Superintendent and Board of Education approval.

Effective June 30, 1997, salary guide columns <sup>BA+10</sup>~~BA+30~~, BA+20, MA+10 and MA+20 will be discontinued and deleted from this Agreement. Employees remaining on BA+10, BA+20, MA+10 and MA+20 columns on June 30, 1997, shall be placed on a remaining salary guide column appropriate for their level of approved academic attainment.

Effective July 1, 1995, academic credit for advanced level placement beyond the MA column shall be based only on approved graduate degree credits obtained after attainment of the Masters degree. Teachers matriculated in Board approved Masters Degree program on July 1, 1995, shall be granted exemption from this requirement.

Custodians must, as a condition of employment, possess a valid Black Seal Boiler Operator License. The Board reserves the right to waive this requirement and allow the employee time to obtain the license. During this extended period of time the employee shall remain at his/her entry level eligible for salary adjustment but not salary increment.

### PAYMENT OF SALARIES

- A. Ten-month employees shall be paid in twenty (20) equal payments on the 15th and last day of each month during the school year.
- B. Twelve-month employees shall be paid in twenty-four (24) equal payments on the 15th and last day of each month during the year.

- C. Each teacher may individually elect to have ten percent (10%) of his/her monthly salary deducted and placed in a personal interest-bearing account in a bank of the Board's choosing.
- D. Whenever the 15th day of an/or the last day of the month falls on/or during a school holiday, vacation, weekend, or Bank Holiday, employees shall receive payments on the last previous working day, provided such an accommodation is administratively possible. Employees shall be notified one week in advance regarding any changes in this procedure.
- E. Educational dues for the National, State, County and Local Associations may, upon request of the employee, be deducted from monthly salary payment.
- F. Part-time teachers whose work schedule will cause them to be not present on a scheduled pay day may, upon request, receive payment on their last working day immediately prior to a scheduled pay day provided it is administratively possible to do so.

Employees shall be paid twenty-nine (29) cents per mile for the use of their car in the performance of their duties with prior approval of the appropriate administrator.

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th.

Teachers supervising lunch-time cafeteria shall be compensated at the rate of \$1,300 per school year.

An employee first employed by the Board prior to July 1, 1994, and who, during the term of this Agreement, permanently ceases employment in the Roseland School District due to retirement shall receive a lump sum payment of Thirty (\$30.00) Dollars for each day of accumulated unused sick leave up to a maximum of 175 days. In order to qualify for this payment, an employee must accumulate a minimum of 100 days of unused sick leave. For employees first employed by the Board effective July 1, 1994, or thereafter, must accumulate a minimum of 150 days of unused sick leave in order to qualify for this payment.

### Article III - Medical Benefits

#### A. MEDICAL BENEFITS

The Board hereby agrees to pay 100% of the group rate cost for providing Blue Cross and Blue Shield with Rider J coverage and Major Medical coverage for single employees and 100% for family plan for all those employees under contract in the Association's unit. Where an employee may elect coverage under

a Health Maintenance Organization (HMO) in lieu of the traditional Blue Cross coverage, the Board will pay only the amount established for that employee's particular coverage under the N.J. State Health Benefits Plan rate chart. Any additional cost beyond established rates will be paid by the employee and will become a salary deduction. Explanatory material and data which may be received by the Board from the insurance carriers will be delivered to the employees if made available, if and when received.

**B. DENTAL PLAN**

The Board hereby agrees to pay 100% of the group rate cost of the New Jersey Dental Service Plan (Standard School Plan) for all those employees under contract in the Association's unit and 100% for their qualified dependents in cases where appropriate.

**C. PRESCRIPTION PLAN**

The Board agrees to pay 100% of the employee-only prescription plan. Effective July 1, 1994, this plan shall require employee co-pay for brand prescriptions of \$10.00 and \$5.00 for generic prescriptions. The rate is to be provided by Blue Cross of New Jersey through the NJEA Small Group Prescription Program. Employees shall be allowed to purchase extended coverage at the group rate.

**Article IV - Grievance Procedure**

**A. STATEMENT OF PURPOSE**

1. It is the purpose of this procedure to secure, at the lowest possible administrative level, appropriate solutions to grievances of employees through pre-determined and orderly procedures without threat of reprisal.
2. Any individual member or group of the staff shall have the right to appeal (through administrative channels) the application of policies and administrative decision affecting him/her. With respect to his/her personal grievances he/she shall be assured freedom from interference, coercion, discrimination, or reprisal in presenting his/her appeal. The person or persons involved shall have the right to present their own appeal or designate representatives of the Roseland Education Association or another person of their own choosing to appeal with them in any step in their appeal. Both Parties agree that these procedures would be as informal and confidential as may be appropriate at all levels of the proceedings.

## B. DEFINITION OF TERMS

1. GRIEVANCE - A "grievance" is a claim by an employee based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions. However, the term "grievance" shall not apply to any matter for which (a) a method of review is prescribed by law or State Board Rule: or wherein (b) the Board of Education is without authority to act, or wherein (c) a complaint relates to the non-renewal or termination on notice of a non-tenure employee's contract.
2. EMPLOYEE - Said term shall include any regularly employed individual, whether full or part-time, receiving compensation from the Board.
3. IMMEDIATE SUPERIOR - Said term shall mean the person to whom the grieved employee is directly responsible under the organizational scheme prevailing in this School District at the time that any grievance occurs.
4. AGGRIEVED PERSON - The person or persons making the claim.

## C. PROCEDURE

1. TIME LIMITS - Any employee who has a grievance shall discuss it within ten (10) school days of its occurrence with his/her immediate superior in an attempt to resolve the matter informally at that level.
2. If, as a result of the informal appeal, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth this claim in writing, giving date and specific details of the grievance, to the immediate superior. The immediate superior shall communicate his/her decision to the employee in writing within five (5) school days of receipt of the written claim. Failure to petition within the said five (5) school days shall be deemed to constitute an abandonment of the grievance and an assent to the immediate superior's determination.
3. The employee may appeal the immediate superior's decision to the Superintendent. This appeal must be made in writing and must set forth the date and grounds upon which the grievance is based. The Superintendent shall request a written report on the grievance from the immediate superior. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing along with supporting reasons to the employee and the immediate superior.

4. If the grievance is not resolved to the employee's satisfaction by the Superintendent, the grievant may request a review by the Board of Education. The request shall be submitted within fifteen (15) days in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board shall review the grievance, hold a hearing with the employee, if requested. The grievant may be accompanied at the hearing with a representative. The Board of Education shall render a decision in writing within fifteen (15) days of the conclusion of the hearings.
5. If the aggrieved person is not satisfied with the disposition of his or her grievance by the Board, or if no decision has been rendered within fifteen (15) school days after it was delivered to the Board, the Association is to decide whether the grievance is to proceed to arbitration in which case the matter shall be submitted to the New Jersey Public Employment Relations Commission within fifteen (15) school days of the Board's decision or decision date.

The Board and the Association shall agree upon a mutually acceptable arbitrator from a list of arbitrators submitted by the Public Employment Relations Commission.

The decision of the arbitrator shall be advisory in all cases except in matters of grievance of disciplinary action in which case the decision of the arbitrator shall be binding. Grievances of disciplinary action may proceed to binding arbitration in accordance with the provisions of applicable law. The Board of Education retains the option of petitioning the Public Employment Relations Commission for a Scope of Negotiations Determination of the issue of grievance.

#### **Article V - Days and Hours of Work**

- A. The days worked shall be based on the teachers' school calendar as adopted by the Board of Education for the 1994-95, 1995-96 and 1996-97 school years. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's school day, nor required to clock in or out by hours and minutes. Teachers shall indicate their presence for duty by placing initials in the sign-in roster. Teachers shall remain in school as specified in Paragraph B except on Fridays or days preceding holidays and/or extended recess periods.
- B. The scheduled work day for teachers, other than kindergarten, shall be 8:30 a.m. to 3:35 p.m. and the student day shall be



8:45 a.m. to 3:15 p.m. For kindergarten teachers, the scheduled work day shall be 8:30 a.m. to 1:30 p.m. and the student day shall be 8:45 a.m. to 1:00 p.m., subject to final evaluation of pilot program in effect January 1995.

- C. Teachers shall have a daily fifty (50) minute duty-free lunch period except on days of inclement weather when the teacher will return to the classroom to cover his/her class' play period. (Inclement weather to be determined by the building principal). Teachers are to inform the principal or office when leaving the building during school time including the lunch period.
- D. Teachers' schedules shall provide preparation time in the amount of 250' minutes per five day week for regular full-time teachers of grades 3 to 6: 165 minutes per five day week for regular full-time teachers of grades 1 and 2, and 115 minutes per five day week for regular kindergarten teachers. Preparation time shall be scheduled between 8:30 a.m. and 3:35 p.m. except for kindergarten teachers whose preparation time shall be scheduled between 8:30 a.m. and 1:30 p.m.

Regular classroom teachers shall provide student instruction in the absence of the specialist scheduled to cover the class during the classroom teacher's preparation period.

- E. Whenever possible, the notice of an agenda for any teacher's meeting shall be given to the teacher by the Friday preceding the meeting. Teachers shall have the opportunity to suggest items for the agenda.
- F. Teachers are expected to devote the time necessary to meet their responsibilities to provide quality education for the children in the School District, which includes, for example, careful daily preparation, attendance at staff meetings, grade level meetings and conference meetings, and are encouraged to attend H.S.A. meetings and school sponsored projects. This does not include programs by outside organizations which have been given permission to use the school.
- G. Teachers who are requested by the Board to make presentations at public Board meetings shall be granted two (2) consecutive hours of preparation time during working hours prior to the meeting date for preparation of the requested presentation and an informal outline of the presentation which is to be submitted to the Board one week prior to the scheduled meeting. The two hours granted shall be in addition to any existing scheduled preparation time. Certificated substitutes shall be provided where necessary.

## H. CUSTODIANS

1. Each day custodian is to work eight (8) hours, exclusive of lunch hour, per day, five (5) days per week. The night custodian is to work eight (8) hours, including dinner hour, to compensate for night shift assignment. Custodians shall indicate their presence for duty by placing their initials in the sign-in roster immediately upon arriving to assume their duties. This procedure is also to be followed at the conclusion of each work day.
2. Work performed in excess of eight (8) hours in one day is to be paid at a rate of time-and-one-half. Work performed on Sunday and holidays is to be paid at the rate of double time.

Weekend and holiday building check is performed by custodians on a rotating basis at a remuneration of time-and-one-half for one hour.

For those custodians performing building check whose residence is more than five (5) miles from the school, and additional remuneration of time-and-one-half for one-half hour shall be paid.

3. The Board and Association recognize the Board's right to require that one custodian be present at all times between the hours of 8 a.m. and 5 p.m. on days when school is in session. In the event that, by reason of absence of one or more of the custodians, there is only one custodian on duty on a given day, the Superintendent or building principal may require that the custodian on duty not leave the school building during his/her lunch hour. However, unless the custodian is required by the principal or his/her secretary to perform services of an emergency nature, any lunch hour during which a custodian is required to remain in his/her building under the provisions of this Paragraph shall not entitle him/her to the payment of overtime compensation under the provisions of H.2. above. In the event that a custodian is required to perform service of an emergency nature during such a lunch hour, either his/her lunch hour will be extended by the amount of time spent in dealing with the emergency or he/she will be compensated at the overtime rate for the time spent in dealing with such emergency, in the principal's discretion. In all cases the custodian shall, immediately upon completing such services, report to the building principal, or, in his/her absence, his/her secretary, the amount of time spent by the custodian in performing such services. Nothing contained in this Paragraph shall be construed so as to permit a

custodian to voluntarily work through his/her lunch period on matters of a non-emergency nature and thereby entitle him/her to overtime compensation for that hour in the absence of a direction from the principal or his/her secretary.

#### Article VI - Work Year

- A. TEACHERS - The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teachers attendance is required.

The work year shall be one hundred eighty-five (185) days for teachers and one hundred eighty-three (183) days for students. The last scheduled day in June shall be a full day for teachers for purposes of mutually developed program activities. The last student days before Thanksgiving and Christmas recesses shall be four hours each.

B. CUSTODIANS

1. All custodians shall be eligible for a vacation according to the following:
  - a. Two weeks vacation (10 days) will be granted during each of the first five (5) years of employment.
  - b. After five (5) years of employment in the Roseland School System, three (3) weeks paid vacation will be granted.
  - c. After ten (10) years of employment in the Roseland School System, four (4) weeks paid vacation will be granted.
  - d. Custodians must take one (1) week vacation consecutively or in days when school is closed for holiday during the school year. One (1) week must be taken when school is closed for summer vacation. Additional accrued vacation time can be taken at the custodian's discretion providing three weeks notice for vacation is given to the school principal.

2. All custodians are entitled to twelve (12) paid holidays each year except when Yom Kippur and Rosh Hashanah should fall on a school day. Then those days shall be additional holidays.

July 4	Thanksgiving
Labor Day	Christmas Day
Rosh Hashanah	New Year's Day
Yom Kippur	Lincoln's Birthday
Columbus Day	Washington's Birthday
Election Day	Good Friday
Veterans' Day	Memorial Day

If an of the aforementioned holidays fall on a day when school is in session, a lieu day will be granted in accordance with the school calendar.

## Article VII - Sick Leave and Personal Days

### A. PERSONAL ILLNESS

1. Ten days of absence for ten-month employees and twelve days for twelve-month employees will be allotted for personal illness. Part-time employees shall be granted absence with pay for illness on a pro-rata basis of number of days employed for the year as compared to full-time employees. Entitlement of sick days for all new employees shall be on a pro-rata basis according to their time of hire. Entitlement shall accrue upon first day of employment each year.
2. If less than the allotted days for sick leave is used during the school year, the balance is to be accumulated without limitation for use in subsequent years.
3. In cases of absence beyond the accumulated sick leave time, a deduction of 1/200th of the annual salary for ten-month employees for each day of absence will be made. In cases of absence beyond the accumulated sick leave time, a deduction of 1/240th of the annual salary for twelve-month employees for each day of absence will be made. The Board of Education, at its discretion, may make an exception to this rule.
4. At the start of each school year all employees are to receive notification of their accumulated sick leave.
5. Within one day of returning to work after an absence, a "Staff Absent Report" form (agreed to by both Parties) shall be completed by the employee and submitted to the building principal. The required form shall be placed in the employee's box prior to his/her return.

6. In absences totaling four consecutive or non-consecutive days in a ten working day period, the building principal may request a physician's certificate.

B. PERSONAL LEAVE OTHER THAN ILLNESS - This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year, except as provided in Paragraph B.2

1. DEATH/RELIGIOUS - An allowance of up to six (6) days total leave per year shall be granted. Up to six (6) days may be used for a death in the immediate family (spouse, father, mother, child, grandchild, grandparent, brother, sister, or any member of the immediate household). Up to three (3) days out of the six (6) total days may be used for attendance at funerals other than immediate family and religious holidays.

2. OTHER EMERGENCIES OF PERSONAL NATURE - An allowance of up to a total of three (3) days leave during the school year. All employees are required to give at least twenty-four (24) hours' notice unless it is impossible to do so. Personal leave shall not be taken on the day immediately preceding or following a holiday or vacation period. However, if an employee needs to use a personal day during the above-cited periods, he/she shall provide the Superintendent with the reason for such request for approval. If at the end of the school year any of the three (3) leave days of a personal nature remain unused, they shall be accumulated as sick days for use in the next school year.

3. PROFESSIONAL DEVELOPMENT - The Superintendent may grant such time, up to one day per instance, for professional development of staff personnel.

Leave days under this Article shall only be granted for a full working day.

C. EXTENDED LEAVES OF ABSENCE-MATERNITY/CHILD CARE

1. DEFINITION OF LEAVES

a. MATERNITY LEAVE - leave for the purpose of giving birth to a child and the subsequent recovery of the mother.

b. CHILD CARE LEAVE - leave for the purpose of caring for a natural or adopted child.

2. APPLICATION FOR LEAVES

- a. MATERNITY LEAVE - Application shall be made in writing to the Superintendent. Such application shall contain the desired dates for beginning and terminating the leave in accordance with Section 4.
- b. CHILD CARE LEAVE - Application shall be made in writing to the Superintendent. Such application shall contain the reason for requesting the leave and supporting information regarding the necessity of having the leave. Application for child care leave shall be considered by the Board of Education on an individual basis.

3. CONDITIONS OF LEAVE

- a. MATERNITY LEAVE - Notification - An employee of the Board of Education shall notify the Superintendent as soon as she is pregnant, presenting medical certification of her conditions and estimated date of birth.

PAYMENT - Maternity leaves shall be granted without pay or increment.

MEDICAL CERTIFICATION - An employee who continues to work beyond her seventh month of pregnancy must present a certificate of physical fitness from her physician, including the estimated date of birth for the child and the date to which the employee is capable of safely performing her duties.

- b. CHILD CARE LEAVE

NOTIFICATION - An employee of the Board shall notify the Superintendent as soon as a need for this leave is evident.

PAYMENT - If child care leave is granted, it will be without pay or increment.

- c. NON-TENURE EMPLOYEE - Leaves for non-tenure employees under this Article need only be granted to the end of the contract year.

4. DURATION OF LEAVES

After the employee presents application for either/or both leaves under this Article, mutual agreement shall then be reached with the Superintendent, in writing, on the date of beginning the leave and the date of the employee's return.

The dates beginning the leave may be determined mutually with the Superintendent according to the mother's needs, in the case of maternity leave. In the case of an employee who adopts a child for whom the employee will have direct and major responsibility for rearing, child care leave may be granted upon receiving defacto custody of the child or earlier if necessary in order to fulfill the requirements for adoption.

5. APPLICATION FOR EARLY RETURN

If unusual conditions prevail, the employee may apply, on recommendation of the Superintendent, with a doctor's written approval, to the Board, for permission to return to a position for which the employee qualifies, prior to the termination of the period for which leave was granted. It is understood, however, that the Board in its discretion may or may not grant permission for change of the original agreement agreed upon term of the leave.

- D. The Board may grant a leave of absence without compensation in accordance with Board Policy #4431.

**Article VIII - Employee and Association Rights**

- A. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of the teacher in his/her office, position or employment or the salary or any increment pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall have the right to present his/her own appeal or designate representatives of his/her own choosing to appear with him/her.
- B. The Association and its representatives shall have the right to use school buildings for meetings at hours when custodians are normally on duty. The amount of time used by a custodian to attend an Association meeting during his/her regular work day is to be made up on said day. The principal of the building in question shall be notified at least 24 hours in advance of the time and place of all such meetings.
- C. The Association shall have the right to use school mail boxes as it deems necessary. The Association shall have the right to use duplicating machines after gaining the approval of building principals or other members of the administration. Approval shall not be unreasonably withheld.
- D. The Association shall have use of a bulletin board in the faculty room and the custodial room. The Association shall also be assigned adequate space on the bulletin board in the Central Office for Association notices. The location of Association bulletin boards in each room shall be designated by

the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

- E. Regarding any matter which would adversely affect the continuation of a custodian in employment, position or salary, or an increment pertaining thereto, the custodian shall be given prior written notice of the reasons for such action and opportunity for hearing before the action is final.
- F. Nothing contained herein shall be construed to deny or restrict any custodian from such rights as may exist under the laws of the State of New Jersey. The rights granted to custodians hereunder shall be deemed to be in addition to those provided by law.

#### Article IX - Tuition Reimbursement for Advanced Study

- A. ELIGIBILITY - Any teacher employed in the Roseland School System and enrolled at an accredited institution for the purpose of graduate study in the field of education.
- B. APPROVAL - All courses and programs for advanced study to be reimbursed under this policy must have prior approval of the Superintendent.
- C. REIMBURSEMENT
  - 1. Teachers shall receive reimbursement upon completion of the approved course with a passing grade.
  - 2. Reimbursement shall be for the cost of tuition and registration fees at any college or university for a maximum of nine credits per year, to a maximum of \$1,200 per individual full-time faculty member. A part-time faculty member's allowance shall be pro-rated according to the same formula as his/her salary, e.g. a part-time teacher receiving 3/5th full salary shall receive a maximum allowance of \$720. Under the provisions of this Article a part-time teacher employed five (5) days per week at a minimum of twenty (20) hours shall be considered full-time. Further, the total amount of monies from which reimbursement may be drawn for each school year is \$10,000. Faculty members taking courses to comply with the provisions of Article IX, Paragraph D.4 shall be given preference in allocating these funds. No reimbursement shall be made for the cost of books.
  - 3. Satisfactory evidence of course completion and receipts for tuition and fees shall be required for reimbursement.



D. GENERAL

1. Courses taken for certification shall be eligible for reimbursement.
  2. Undergraduate courses shall not be eligible for reimbursement except in those instances where no graduate courses are offered within a reasonable distance.
  3. Courses shall be taken at a time that does not conflict with school duties or hours.
  4. The Board of Education may request teachers who have not earned a Masters Degree or equivalency (BA+30) to successfully complete graduate courses amounting to at least 6 credits over a 3 year period.
- E. The Board shall reimburse custodians for the fee and/or renewal of boiler licenses.

Article X - Work Clothes

- A. After completion of the probationary period the Board shall provide each custodian with five (5) uniforms and summer tee shirts per year. Custodians shall be responsible for cleaning and care of the uniforms. Custodians are expected to wear the uniforms each work day. The Board shall provide two (2) pair of work shoes each year. The Superintendent, at his/her discretion, may authorize a third pair as need requires.
- B. Two sets of rain gear have been purchased for the building. Said gear is to remain the property of the Roseland Board of Education and shall be replaced as needed.
- C. A winter jacket will be furnished each custodian in the first year of employment and every third year thereafter.
- D. Two pair of work gloves will be furnished each custodian, if needed, each year.
- E. As needed, one pair of four weather boots will be furnished each custodian every three years.

Article XI - Professional Improvement

The Board shall provide in-service professional improvement programs which shall be cooperatively planned to meet priorities jointly determined by the Association and the administration. In-service programs shall be conducted after school hours.

Teachers who successfully complete an accredited in-service program shall be given credit as provided in the salary schedule.

When necessary for professional improvement a teacher, with prior approval from the Superintendent, may attend an appropriate workshop or seminar. Upon evidence of completion of the workshop or seminar, the teacher will be reimbursed the registration fee.

#### **Article XII - Employee Evaluation**

- A. Employees have the right to adequate and constructive supervision by the appropriate administrator.
- B. Employees must be punctual and responsible to their assignment throughout the year and, when they are not, they are to be notified by their immediate supervisor.
- C. Employee performance shall be evaluated in the light of all evidence pertinent to the discharge of their responsibilities.
- D. Procedure for evaluation of employees shall be as specified by applicable law and Commissioner of Education regulations.

#### **Article XIII - Reassignments**

- A. No later than May 1 of each school year, the Superintendent shall post a list of official vacancies expected to occur during the following school year.
- B. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent no later than May 15.
- C. In determining the requests for reassignment, the wishes of the individual teacher shall be considered to the extent that the transfer does not conflict with the instructional requirements and best interests of the School System as determined by the administration and authorized by the Board.
- D. As soon as practicable, the Superintendent shall notify all teachers who have been reassigned and the nature of the reassignment.

**Article XIV - Subsequent Negotiations Procedure**

**A. DEADLINE DATE**

The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin no later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the bargaining unit, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

**B. MEETINGS**

All meetings between the Parties shall be regularly scheduled whenever possible to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.

**Article XV - Board Rights**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States
- B. The provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by foregoing legal authorities.
- C. The Board will conduct its routine, annual discussion of staffing for the ensuing year between October - March. All discussions will be conducted privately, unless an individual requests otherwise.

**Article XVI - Printing and Distribution of  
the Negotiated Agreement**

The Parties shall equally share the cost of printing the Agreement. An equal number of copies shall be provided to both Parties.

**Article XVII - Entire Agreement**

THIS AGREEMENT incorporates the entire understanding of the Parties on all issues covered and provided for herein, and during the term of this Agreement, neither Party shall be required to re-negotiate concerning said issues for the period covered herein.

IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed by their duly authorized officers on the date and year aforesaid.

FOR THE BOARD

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FOR THE ASSOCIATION

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NOTES RELATED TO SCHEDULE "A", SCHEDULE "B" AND SCHEDULE "C"

SALARY GUIDES FOR 1994/95, 1995/96, AND 1996/97

The following procedures augment the provisions of ARTICLE II COMPENSATION and are to be applied in determining eligibility for longevity pay and lateral movement on salary guides A, B, and C.

1. Changes in position on the salary guide may be made up to August 1. If summer school courses being taken will be completed after August 1, the Superintendent should be informed in writing prior to that date. If reasonable assurance of satisfactory completion of said course is given, advancement on the guide may be allowed.
2. Eligibility for lateral movement on the salary guide may not be granted for undergraduate courses for which tuition reimbursement has been granted.
3. Lateral movement on the guide shall be limited to:
  - a. graduate courses
  - b. undergraduate courses which will lead to special certification granted by the New Jersey State Department of Education
  - c. undergraduate courses taken wherever and whenever graduate courses are unavailable within a reasonable distance
4. No one will be placed on or beyond the M.A. column unless a Master's Degree has been earned. An equivalency will place the teacher on the BA+30 step.
5. Longevity increments shall be granted after 14, 19 and 24 years of service in the Roseland School System. The longevity increment for qualifying full-time teachers shall be seven hundred (700) dollars. For part-time teachers, longevity entitlement shall be prorated on basis of salary.
6. The following guidelines shall apply in determining an individual's eligibility for longevity stipends:
  - a. Only time spent as a teacher in the district will count toward eligibility
  - b. If a teacher worked as a substitute for one hundred (100) days in any of his/her years of service, such years shall be counted on a pro-rata basis (see below) towards eligibility

- c. All service as a teacher in the district will count toward eligibility, whether consecutive or not, with the following exception: If an individual voluntarily quits, but is subsequently rehired by the Board of Education, time counting toward eligibility must occur within the following consecutive spans:

14 years longevity within 18 years  
19 years longevity within 23 years  
24 years longevity within 28 years

- d. Partial years and less than full time service will be prorated. Partial years will count as fractions of years for time eligibility. Less than full time service will be prorated by applying the fraction of the salary to the stipend.
- e. Once a stipend is awarded, it is locked in. A subsequent longevity step will be calculated anew.

# ROSELAND TEACHER SALARY GUIDE

94-95

STEP	BA	BA+10	BA+15	BA+20	BA+30	MA	MA+10	MA+15	MA+20	MA+30
1	\$31,000	\$31,650	\$32,000	\$32,300	\$33,000	\$34,000	\$34,660	\$35,000	\$35,500	\$36,000
2	\$31,500	\$32,150	\$32,500	\$32,800	\$33,500	\$34,600	\$35,260	\$35,600	\$36,100	\$36,600
3	\$32,300	\$32,950	\$33,300	\$33,600	\$34,300	\$35,400	\$36,060	\$36,400	\$36,900	\$37,400
4	\$33,100	\$33,750	\$34,100	\$34,400	\$35,100	\$36,200	\$36,926	\$37,300	\$37,800	\$38,300
5	\$34,000	\$34,650	\$35,000	\$35,300	\$36,000	\$37,150	\$37,909	\$38,300	\$38,800	\$39,300
6	\$35,000	\$35,650	\$36,000	\$36,300	\$37,000	\$38,200	\$38,926	\$39,300	\$39,800	\$40,350
7	\$36,000	\$36,650	\$37,000	\$37,300	\$38,000	\$39,200	\$39,959	\$40,350	\$40,850	\$41,400
8	\$37,150	\$37,800	\$38,150	\$38,450	\$39,150	\$40,350	\$41,043	\$41,400	\$42,000	\$42,500
9	\$38,300	\$38,950	\$39,300	\$39,600	\$40,300	\$41,350	\$42,122	\$42,520	\$43,200	\$43,700
10	\$39,500	\$40,150	\$40,600	\$40,900	\$41,700	\$43,050	\$43,690	\$44,020	\$44,400	\$45,000
11	\$40,800	\$41,450	\$42,050	\$42,500	\$43,300	\$44,700	\$45,327	\$45,650	\$46,000	\$46,600
12	\$42,100	\$42,750	\$43,600	\$44,200	\$45,100	\$46,500	\$47,094	\$47,400	\$47,700	\$48,300
13	\$43,970	\$44,620	\$45,480	\$46,000	\$47,000	\$48,500	\$49,127	\$49,450	\$49,600	\$50,400
14	\$45,850	\$46,500	\$47,420	\$47,600	\$49,000	\$50,500	\$51,325	\$51,750	\$51,600	\$52,350
15	\$47,900	\$48,750	\$49,450	\$49,700	\$51,000	\$52,500	\$53,569	\$54,120	\$54,000	\$54,650
16	\$50,400	\$51,350	\$51,850	\$52,400	\$53,500	\$55,000	\$55,970	\$56,470	\$56,900	\$57,650
17	\$52,750	\$53,500	\$54,300	\$54,500	\$55,900	\$57,500	\$58,424	\$58,900	\$59,400	\$60,250

## ROSELAND BOARD OF EDUCATION

### SCHEDULE "A" SALARY GUIDE - 1994-1995

ADMINISTRATIVE REGULATION - GUIDE FOR THE ADMINISTRATION OF SALARIES  
 RECOMMENDED MOTION: - "That the following guide for the administration of salaries for teachers shall become effective July 1, 1994 and shall supersede all guides previously adopted for teachers. This guide shall be regarded as a statement of policy to be followed so far as practicable in fixing salaries, but not as a contract. Due consideration in determining salary progression in accordance with the guide will be based on demonstrated teaching ability, initiative, industry and proficiency within the program area."

This salary guide format is effective July 1, 1994, and shall continue as format for any successor agreement salary guide.

# ROSELAND TEACHER SALARY GUIDE

95-96

STEP	BA	BA+10	BA+15	BA+20	BA+30	MA	MA+10	MA+15	MA+20	MA+30
1	\$31,200	\$31,700	\$32,200	\$32,500	\$33,200	\$34,200	\$34,860	\$35,200	\$35,700	\$36,200
2	\$32,100	\$32,500	\$33,000	\$33,300	\$34,100	\$35,000	\$35,660	\$36,000	\$36,500	\$37,000
3	\$33,000	\$33,400	\$33,900	\$34,200	\$35,000	\$35,900	\$36,560	\$36,900	\$37,400	\$37,900
4	\$34,000	\$34,400	\$35,000	\$35,200	\$36,000	\$36,900	\$37,560	\$37,900	\$38,400	\$38,900
5	\$35,000	\$35,500	\$36,000	\$36,350	\$37,100	\$38,100	\$38,760	\$39,100	\$39,500	\$40,000
6	\$36,150	\$36,700	\$37,150	\$37,500	\$38,250	\$39,250	\$40,009	\$40,400	\$40,650	\$41,200
7	\$37,200	\$37,850	\$38,200	\$38,600	\$39,350	\$40,400	\$41,192	\$41,600	\$41,900	\$42,500
8	\$38,350	\$39,000	\$39,350	\$39,750	\$40,500	\$41,600	\$42,392	\$42,800	\$43,200	\$43,850
9	\$39,550	\$40,100	\$40,600	\$40,900	\$41,700	\$42,850	\$43,675	\$44,100	\$44,500	\$45,200
10	\$40,700	\$41,300	\$41,850	\$42,200	\$42,900	\$44,000	\$44,924	\$45,400	\$45,900	\$46,500
11	\$42,050	\$42,550	\$43,200	\$43,500	\$44,200	\$45,600	\$46,392	\$46,800	\$47,350	\$47,900
12	\$43,350	\$43,900	\$44,600	\$44,850	\$45,650	\$47,250	\$48,009	\$48,400	\$49,000	\$49,700
13	\$44,700	\$45,300	\$46,200	\$46,500	\$47,400	\$49,100	\$49,859	\$50,250	\$51,000	\$51,600
14	\$46,600	\$47,050	\$48,200	\$48,300	\$49,400	\$51,100	\$51,958	\$52,400	\$53,000	\$53,700
15	\$48,600	\$49,050	\$50,200	\$50,300	\$51,650	\$53,200	\$54,091	\$54,550	\$55,100	\$55,800
16	\$50,700	\$51,350	\$52,300	\$52,550	\$53,850	\$55,500	\$56,358	\$56,800	\$57,500	\$58,000
17	\$52,900	\$53,700	\$54,550	\$54,750	\$56,100	\$57,800	\$58,724	\$59,200	\$59,700	\$60,400
18	\$55,100	\$56,000	\$56,800	\$56,900	\$58,450	\$60,300	\$61,158	\$61,600	\$62,000	\$63,000

## ROSELAND BOARD OF EDUCATION

### SCHEDULE "B" SALARY GUIDE - 1995-1996

ADMINISTRATIVE REGULATION - GUIDE FOR THE ADMINISTRATION OF SALARIES  
 RECOMMENDED MOTION: - "That the following guide for the administration of salaries for teachers shall become effective July 1, 1995 and shall supersede all guides previously adopted for teachers. This guide shall be regarded as a statement of policy to be followed so far as practicable in fixing salaries, but not as a contract. Due consideration in determining salary progression in accordance with the guide will be based on demonstrated teaching ability, initiative, industry and proficiency within the program area."

This salary guide format is effective July 1, 1995, and shall continue as format for any successor agreement salary guide.



# ROSELAND TEACHER SALARY GUIDE

96-97

STEP	BA	BA+10	BA+15	BA+20	BA+30	MA	MA+10	MA+15	MA+20	MA+30
1-2	\$32,700	\$33,200	\$33,700	\$34,400	\$34,700	\$35,700	\$36,360	\$36,700	\$37,000	\$37,700
3	\$33,700	\$34,300	\$34,700	\$35,100	\$35,700	\$36,700	\$37,360	\$37,700	\$38,100	\$38,700
4	\$34,800	\$35,400	\$35,800	\$36,200	\$36,800	\$37,800	\$38,469	\$38,800	\$39,200	\$39,800
5	\$36,000	\$36,500	\$37,000	\$37,300	\$38,000	\$39,000	\$39,660	\$40,000	\$40,300	\$41,000
6	\$37,250	\$37,700	\$38,250	\$38,500	\$39,250	\$40,250	\$40,976	\$41,350	\$41,500	\$42,300
7	\$38,500	\$38,950	\$39,500	\$39,700	\$40,500	\$41,500	\$42,292	\$42,700	\$42,700	\$43,650
8	\$39,750	\$40,100	\$40,750	\$40,900	\$41,750	\$42,750	\$43,608	\$44,050	\$44,000	\$45,000
9	\$41,000	\$41,300	\$42,000	\$42,100	\$43,000	\$44,050	\$44,941	\$45,400	\$45,300	\$46,350
10	\$42,250	\$42,600	\$43,250	\$43,400	\$44,250	\$45,300	\$46,257	\$46,750	\$46,700	\$47,700
11	\$43,500	\$43,900	\$44,600	\$44,700	\$45,550	\$46,700	\$47,657	\$48,150	\$48,200	\$49,100
12	\$44,750	\$45,200	\$45,950	\$46,000	\$46,900	\$48,500	\$49,193	\$49,550	\$49,800	\$50,500
13	\$46,050	\$46,600	\$47,350	\$47,400	\$48,650	\$50,400	\$50,829	\$51,050	\$51,550	\$52,300
14	\$47,450	\$48,000	\$48,850	\$49,050	\$50,550	\$52,400	\$52,664	\$52,800	\$53,550	\$54,200
15	\$49,350	\$49,600	\$50,850	\$50,850	\$52,550	\$54,400	\$54,664	\$54,800	\$55,650	\$56,200
16	\$51,350	\$51,650	\$52,850	\$52,800	\$54,550	\$56,400	\$56,796	\$57,000	\$57,750	\$58,500
17	\$53,450	\$53,900	\$54,950	\$54,900	\$56,650	\$58,500	\$59,028	\$59,300	\$59,950	\$60,800
18-19	\$57,600	\$58,600	\$59,300	\$59,400	\$61,200	\$63,000	\$63,726	\$64,100	\$64,700	\$65,800

## ROSELAND BOARD OF EDUCATION

### SCHEDULE "C" SALARY GUIDE - 1996-1997

ADMINISTRATIVE REGULATION - GUIDE FOR THE ADMINISTRATION OF SALARIES  
 RECOMMENDED MOTION: - "That the following guide for the administration of salaries for teachers shall become effective July 1, 1996 and shall supersede all guides previously adopted for teachers. This guide shall be regarded as a statement of policy to be followed so far as practicable in fixing salaries, but not as a contract. Due consideration in determining salary progression in accordance with the guide will be based on demonstrated teaching ability, initiative, industry and proficiency within the program area."

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**ROSELAND BOARD OF EDUCATION**  
**SALARY GUIDE - SCHEDULES "D", "E", AND "F"**

**1994 - 1997**

**CUSTODIAN GUIDE**

<u>LEVEL</u>	<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
1	20,574	20,866	21,367
2	21,587	21,894	22,419
3	22,701	23,024	23,576
4	23,897	24,236	24,818
5	25,092	25,448	26,059
6	26,297	26,671	27,311
7	27,403	27,792	28,459
8	28,703	29,011	29,707
9	29,615	30,036	30,656
10	30,575	31,009	31,753
11	30,983	31,623	32,382
12	31,403	31,849	32,813

**Longevity:**

\$700 Total per year after 14 years in Roseland School District  
\$1400 Total per year after 19 years in Roseland School District  
\$2100 Total per year after 24 years in Roseland School District

**Head Custodian Stipend:**

\$750 per year 1994-95  
\$800 per year 1995-96 and 1996-97