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2012-2015

Agreement

between

**Rockaway Township
Board of Education**

and

**Rockaway Township
Education Association**

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PREAMBLE

Pursuant to the provisions of Chapter 123, Public Laws of 1974, and New Jersey Statute 34:13A-1 et seq., this Agreement is entered into effective the 1st day of July 2012 by and between the Board of Education of Rockaway Township, New Jersey, hereinafter called the "Board" and the Rockaway Township Education Association, hereinafter called the "Association."

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all regularly employed full and part time custodial and maintenance personnel and the Building/Grounds clerk typist under contract with the Board, including head Custodians/Maintenance, (hereinafter collectively called "Custodians/Maintenance"); clerical staff assistant, secretaries, clerk typist (non-benefited, part time), clerk typist full time, school receptionist full time, school office secretaries, purchasing secretary, guidance secretary, attendance secretary, floating administrative assistant, administrative assistant, (hereinafter collectively called secretaries); instructional staff assistant, lunch/recess staff assistant, special education staff assistant, general staff assistant, bus monitor, and coaches, (hereinafter collectively called "Staff Assistant"); and for certified personnel (hereinafter called "teachers") under contract with the Board, including:

classroom teachers; guidance personnel; helping teachers; chairpersons; social workers; nurses; learning disability teachers; special subject teachers (e.g. art, music, physical education, home economics, industrial arts, typing); school psychologists; occupational therapists; physical therapists; unassigned teachers; teachers hired under State and Federal grants.

But the merged Custodians/Maintenance, secretaries, staff assistants and teachers (who are collectively hereinafter referred to as "employees" shall exclude:

supervisory, managerial, confidential, administrative and executive personnel, office clerical, food service and transportation personnel; substitute teachers; part time occupational therapists; part time physical therapists; and home instructors.

- B. The Board agrees not to negotiate concerning said employees in the negotiation unit defined in Paragraph A above with any organization other than the Association for the duration of this contract.

ARTICLE II NON-DISCRIMINATION

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall greatly exemplify that there is no discrimination in the hiring, training, assignment, promotion or discipline of its employees or in the application or administration of this Agreement on the basis of race, color, creed, religion, national origin, sex, domicile, disability or marital status.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be determined valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE III
NEGOTIATION PROCEDURE**

- A. Pursuant to chapter 123, Public Laws of 1974 and New Jersey Statutes 34:13A-I et seq., the Board agrees to enter into collective negotiations with the Association in a good faith effort to reach agreement on terms and conditions of employment.
- B. The Association and the Board will exchange written proposals no later than January 1st of the calendar year preceding the year in which the Agreement is to go into effect. It is further agreed between the parties that they will commence negotiations no later than January 15th, for the first joint meeting of the parties, at which meeting, negotiations shall commence.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board, at its discretion, may make available to the Association pertinent non-confidential records, data and information of the Rockaway Township School District.
- D. Any agreements negotiated shall incorporate the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of any agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by the agreement and whether or not within the knowledge or contemplation of either or both parties at the time the agreement was negotiated and signed.
- E. In the event either party chooses to be represented at negotiation sessions by professional consultants, appropriate advance notice in writing shall be provided to the other party.
- F. Any agreement negotiated shall be reduced to writing and signed by duly authorized representatives of the parties, indicating ratification by the parties. The Board shall furnish copies of the ratified agreement for distribution to all employees covered by the contract within a reasonable period following ratification by the parties to the contract. The Board will make every effort to supply the copy of the ratified agreement at as early a date as possible.
- G. Whenever negotiations concerning the terms and conditions of employment shall reach an impasse, the parties reserve the right to request that the Public Employment Relations Commission take such steps as it may deem expedient to effect a voluntary resolution of the Impasse.

**ARTICLE IV
GRIEVANCE PROCEDURE**

A. Definitions

- 1. The term "grievance" means a complaint by any employee or the Association, that as to that employee, there has been a personal loss or injury because of an administrative decision affecting said employee, or an unjust application, interpretation or violation of a policy or agreement. The term "grievance" and the procedure relative thereto shall not apply to a complaint of a non-tenured employee which arises by reason of such employee not being reemployed.

B. Policy

1. All interested parties shall endeavor to secure a rapid and equitable determination to employee grievances at the lowest possible level, without interfering with the normal school operations. Proceedings shall be kept as informal and confidential as possible.
2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination and reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal. A minority organization shall not have the right to present or process a grievance.
4. Nothing herein contained shall be construed to limit the right of any employee having a grievance to process it through all prescribed levels with or without intervention by the Association, as the employee may elect. The Association shall, however, be given the opportunity to be present at all hearings conducted after Level One, and shall, with permission of the employee, have access to all pertinent documentation. Written notification of all meetings conducted on all levels, except the informal level of the grievance procedure, shall be forwarded to the grievant with a copy to the Association Grievance chairman.
5. The Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
6. Failure at any level of this procedure to communicate the decision grievance within the specified time limits shall permit the aggrieved employee to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be abandonment of the grievance or acceptance by the employee of the decision rendered at this level. Time limits may be waived only with the written consent of the parties at each level.
7. It is understood that the employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined. If time is lost by an employee in processing a grievance, necessitating the retention of a substitute (except where the employee is temporarily relieved of normal duties by the Superintendent) the Board will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time as defined in Article VI.
8. The term "administrative decision" within the meaning of this Contract and grievance procedure, is defined as being that which does not involve the interpretation, application or violation of the terms or provisions of this Contract. Administrative decisions, as defined here, shall be grievable up to and including the Board of Education only. (This item has been amended to include the definition of an "administrative decision").
9. The binding arbitration provisions of this Contract shall pertain only to the interpretation, application, or violation of the terms or provisions of this Contract.

10. When a grievance is not resolved favorably to the employee at any level before arbitration, the determination of the Administration or the Board shall contain reasons for such decision. It is agreed, however, that the reasons so set forth shall not thereby act as a limitation on any defenses which the Administration or the Board may raise, should the dispute subsequently reach the arbitration level. The reason or reasons so set forth shall not be deemed in any way to restrict the Board's right to raise such arguments as it deems applicable should a dispute reach arbitration, and the Board shall not be barred from raising such additional arguments as it deems appropriate in any other forum.
11. The grievance procedure hereby set forth shall be available only to those custodial/maintenance employees within the bargaining unit heretofore set forth, who have completed at least three (3) months employment with the Board.
12. The grievance procedure herein set forth shall be available only to those secretarial employees within the bargaining unit heretofore set forth, who have completed at least six (6) months employment with the Board.

C. Procedure

Level One (informal):

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to so act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.
2. Any employee shall first discuss his/her grievance orally with his/her immediate superior or appropriate administrator in an attempt to resolve the matter informally.

Level Two (formal):

1. If the matter is not resolved to the employee's satisfaction at Level One, the employee shall submit the grievance to immediate superior or appropriate administrator in writing within five (5) work days after the determination made at Level One, specifying:
 - a. the nature of the grievance and the remedy requested;
 - b. the nature and extent of injury or loss;
 - c. the results of the previous discussion;
 - d. the basis of the dissatisfaction with the determination.
2. A written decision shall be rendered within five (5) work days after receipt of the written grievance.

Level Three:

1. The employee, not later than five (5) work days after receipt of the immediate superior's or appropriate administrator's written decision may appeal the decision to the Superintendent.
2. The appeal must be in writing and include copies of all relevant documents generated at Level Two, as well as a statement explaining the employee's dissatisfaction with decisions previously rendered.
3. The employee shall, at the time of the appeal being filed, also furnish the immediate superior or appropriate administrator with a copy of any newly generated documentation.
4. The Superintendent shall attempt to resolve the matter as quickly as possible and may conduct such hearings as he deems necessary with interested parties. Within ten (10) work days after receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee of his determination and shall forward a copy of said determination to the appropriate administrator or immediate superior of the aggrieved employee.

Level Four:

An employee dissatisfied with the determination of the Superintendent may request a personal consultation with the Superintendent within three (3) work days after receipt of the Superintendent's written decision. The request shall be granted and the consultation held at a mutually agreed upon time.

Level Five:

1. In the event a determination by the Superintendent is deemed unsatisfactory by the employee, the employee, within ten (10) work days after receipt of the Superintendent's written decision at Level Three (unless a different period is mutually agreed upon), may appeal to the Board of Education, through the Superintendent.
2. Where an appeal is taken to the Board, there shall be submitted by the appellant to the Superintendent a complete file of all documents generated at previous levels and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished by the Superintendent to the immediate superior or appropriate administrator.
3. The Superintendent shall add such additional explanatory statements as he deems necessary with a copy to appellant who shall have the right to reply thereto. The Superintendent shall present the appeal to the Board at the earliest conference session feasible.
4. The Board or a committee thereof shall consider the written record submitted to it. It may, on its own initiative, and shall, upon request of the employee, conduct additional hearings. It may also request the submission of additional written materials. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto.

5. The Board shall make a determination within twenty (20) calendar days from the receipt of the grievance and shall in writing notify all interested parties of its determination. This time period may be extended by mutual agreement of the parties.

Level Six:

1. In the event the Association is dissatisfied with the determination of the Board, the Association shall have the right, consistent with B., Policy No. 8 and No. 9 above, to arbitration as follows:
 - a. Binding arbitration is in effect for teaching staff
 - b. Binding arbitration is in effect for custodial/maintenance employees
 - c. Advisory arbitration only is in effect for secretarial employees
 - d. The arbitration clause does not apply to staff assistants
2. A request for arbitration shall be made known to the Superintendent in writing no later than ten (10) work days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the Association and the Board shall mutually agree in writing upon a longer time period within which to assert such a request.
3. Such request can be honored only if the grievant or grievants and the Association representing them waive the right, if any, in writing, of said grievant or grievants and the Association representing them to submit the underlying dispute to any other administrative or judicial tribunal while the matter is under arbitration.
4. The following procedure may be used to secure the services of an arbitrator:
5. Either party may request the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
6. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.
7. If the parties are unable to determine within ten (10) work days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.
8. The arbitrator shall be limited to the issues submitted to that arbitrator and shall consider nothing else. The arbitrator can add nothing to or subtract from the Agreement between the parties or any policy of the Board. Only the Board and the Association shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

9. Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only ones which will be shared equally. The two parties may be either the Board and the Association or the Board and the aggrieved person.

**ARTICLE V
LEAVES OF ABSENCE FOR TEACHERS**

A. Sick Leave

1. Definition:

Sick leave is defined to mean the absence from his or her post of duty of a regularly employed school teacher because of:

- a. Personal disability due to illness or injury, or because of exclusion from school by the school physician on account of a contagious disease or of being quarantined for such disease in his or her immediate household. Personal illness may further be construed to mean illness requiring home or hospital confinement, followed by a period of convalescence.
- b. A requirement for diagnostic tests, medical or dental treatment which cannot be scheduled for a time when school is not in session.

2. Regular Sick Leave

- a. Teachers shall be entitled to sick leave with full pay at the rate of twelve (12) days per year, as of the first official day of the school year. However, teachers who begin service after the beginning of the school year will be considered to have earned a prorated amount calculated for each month of employment and rounded to the nearest whole number.
- b. Any unused days of sick leave shall accumulate without limit to be used for additional sick leave as needed in subsequent years.
- c. Upon retirement, teachers shall receive one (1) days pay for each four (4) accumulated unused sick days, prorated for days in the last year of employment for the first 100 unused, accumulated sick days; and, one (1) day's pay for each three (3) unused, accumulated sick days beyond 100 days. The basis for payment shall be 1/200th of the salary received during the last year in the employment of the district. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1st of the school year prior to the school year in which the retirement becomes effective. In the event a teacher fails to give notice by November 1 the Board may defer payment of all or part of the benefit to the year following retirement.

- d. Payment for teachers' unused sick days shall be capped at \$25,000 for any one teacher for the duration of the agreement. Payment for unused sick days shall be capped at \$15,000 for anyone teacher whose first day of employment is after June 30, 1997.

3. Involuntary Sick Leave

Upon recommendation of the Superintendent, the Board may, at its own expense, require a teacher to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted. A teacher placed on involuntary sick leave by the Board shall be entitled to compensation in accordance with the voluntary sick leave provisions of this Article.

B. Temporary Leaves of Absence

1. Regular teachers shall be entitled to temporary, noncumulative leaves of absence in accordance with the following:
 - a. Up to five (5) days at anyone time with full pay when death occurs in the immediate family (spouse, civil union partner, child, parent, brother, sister, mother-in-law, father-in-law, and any other members of the immediate household).
 - b. One (1) day with full pay to attend the funeral of a close friend or relative (other than the immediate family).
 - c. Up to three (3) days with full pay, per school year, to care for a member of the immediate household family who is ill or a parent domiciled elsewhere.
 - d. Up to three (3) days with full pay per school year to attend to matters of personal business which are so pressing that they cannot be attended to at a time when schools are not in session and that do have as their purpose personal business but may not be used for the purpose of extending a vacation or holiday period.
 - e. Teachers called for jury duty shall be paid an amount equal to the difference between the employee's daily salary and the jury duty fee paid by the court (not including travel allowances or reimbursement for expenses) for each school day the teacher reports for or performs jury duty, provided that the teacher cooperates with the administration in seeking to be excused from such duty.
 - f. With the exception of being personally accused and subject to trial for an alleged illegal or criminal act, teachers shall be granted leave with full pay for the time necessary to appear in any legal proceedings when required by the court or the New Jersey Public Employment Relations Commission.
 - g. Brief leaves of absence with full pay will be granted to teachers required to perform short periods of military duty during the school year in accordance with Chapter 351, Section 38:23-1 of the Revised Statutes of New Jersey. A copy of the military orders shall be filed with the Secretary of the Board.

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- h. Brief leaves of absence without pay not covered elsewhere in this Article shall be granted only with the approval of the Superintendent.
 - i. Within budgetary capabilities, subject to administrative approval, professional days shall be granted for observation or to foster professional growth.
2. a. Application for temporary leave as defined above shall, whenever possible, be made to the principal or immediate superior at least two (2) days in advance of the contemplated absence. When prior notification is not possible, a report of the circumstances relative to the absence will be made within two (2) days after return to duty.

C. Extended Leaves of Absence

- 1. The Board will grant extended leaves of absence to teachers for reasons specified in succeeding paragraphs. Unless otherwise indicated, the following conditions will apply to such leaves:
 - a. Requests for extended leave shall be made in writing to the Superintendent at the earliest possible date.
 - b. Eligibility shall be limited to tenure teachers.
 - c. All extended leaves shall be limited to the school year in which the leave commences and the following school year, not to exceed a total of two (2) school years.
 - d. Salary increment and tenure credit shall not accrue unless the teacher has worked for more than one hundred twenty (120) days in the school year.
 - e. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
 - f. Written notice of intention to return or resign as well as requests for extension of leave shall be submitted to the Superintendent by April 1 of the year in which the leave expires.
 - g. A teacher returning from extended leave shall do so at the beginning of the school year. Reinstatement during the school year shall be at the discretion of the Board.
- 2. Military leave without pay shall be granted to any teacher regardless of tenure status, who is inducted or enlists for one period of service in any branch of the Armed Forces of the United States. A copy of military orders shall accompany the written request for such leave. Regular salary increments shall accrue.

3. A leave of absence without pay shall be granted to a teacher, regardless of tenure status, who joins the Peace Corps, VISTA, National Teachers Corps, AmeriCorps, serves as an exchange or overseas teacher, or accepts a Fulbright Scholarship, and is a full time participant in such programs. Regular salary increments shall accrue.
 4. A maternity leave of absence without pay shall be granted under the following conditions:
 - a. The teacher shall notify the Superintendent in writing as soon as her pregnancy is medically confirmed.
 - b. Upon recommendation from the Superintendent, supported by a medical certificate, the Board may approve commencement of leave.
 - c. A teacher adopting an infant child shall be entitled to leave commencing with receipt of de facto custody of the infant, or earlier, if necessary to fulfill the requirements for adoption.
 5. Any teacher regardless of tenure status, who sustains an injury while in the performance of his /her assigned duties, free of any negligence on his/her part, which causes loss of time and is compensable under the New Jersey Labor and Workmen's Compensation Law, shall receive full salary for a maximum period of one (1) calendar year, provided that the teacher shall forward to the Board office all Workmen's Compensation and Disability checks (properly endorsed) received by him/her in connection with such injury. Such absence shall not be charged against the teacher's sick leave. Sick leave shall accrue.
 6. Any regular teacher who has exhausted all paid sick leave to which he or she is entitled and who cannot perform assigned duties due to illness or injury, shall be granted a leave of absence without pay for such time as is necessary for complete recovery, not to extend beyond June 30 of the school year following the commencement of the leave. Further extension may be granted at the will of the Board.
 7. A leave of absence without pay shall be granted to any tenured teacher for up to one (1) full school year for full time attendance at an accredited graduate school. Increments shall accrue.
 8. Other leaves of absence without pay may be granted by the Board, upon recommendation of the Superintendent.
- D. Sabbatical leaves may be granted for the purpose of helping to improve the competence of personnel who have received the leaves and thereby to help improve the quality of instruction throughout the Township. "Teacher" for this plan means any teacher, with a permanent certificate, employed by the Rockaway Township Board of Education who is under tenure and who has been employed in this district for a minimum period of seven (7) years of continuous service.
- Service means active full time employment in the public schools of Rockaway Township.

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Sabbatical leaves will be granted for full-time graduate study with an accredited institution for the duration of the leave.

Requirements for application:

1. Formal application must be made on a form provided by the Superintendent's office.
2. Minimum of seven years of continuous service in the district.
3. Each recipient of a sabbatical leave must agree to serve a minimum of three (3) years within the district upon completion of the sabbatical leave.

Benefits:

1. Full-year leave at fifty percent (50%) of annual salary.
2. Retention of all rights, such as tenure, pension, increments, and hospitalization.

Application forms are to be obtained from the Superintendent's office. The applicant shall be required to comply with all the provisions of this Agreement, or any amendment thereof.

Applications for a full-year leave must be completed by April 1 of the year preceding the school year in which the leave is to be taken. All applications must be completed in full detail, including the purpose of the leave and the institution at which the study is to be taken.

All applicants will receive a prompt written reply from the Superintendent's office indicating either acceptance or rejection of the requested leave.

A maximum of no more than one percent (1%) of the total teaching staff shall be eligible at any one time for leave.

Those persons granted leaves for study are required to file transcripts with the Superintendent's office upon returning to the district.

Once the leave is granted, such persons shall not again become eligible for a sabbatical leave until the minimum time of seven (7) years has again elapsed.

At the time that a sabbatical leave is granted, each person so accepting such leave shall sign a written agreement to the effect that such teacher guarantees that he/she will continue to serve for a minimum of three (3) years within the district upon the completion of the sabbatical leave. In the event such teacher does not complete three (3) years minimum service, then and in that event, such teacher shall repay the Board of Education one third (1/3) of the monies expended for sabbatical leave purposes for each year not completed upon return from sabbatical leave.

If granted a sabbatical leave, each person so granted such leave agrees not to accept any other full time employment during the time of such leave, except that persons may accept grants, awards, and fellowships given by a college or university.

If an application is disapproved and a teacher wishes to apply again the following year, or at any time, a new application must be filed with the Superintendent's office.

All regular salary deductions such as taxes and pension fund contributions will be deducted from payments received by the teacher. In accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, the pension deductions will be based upon the full contractual salary received at the time the leave is begun and shall continue for the duration of the leave.

Before leaving for a sabbatical leave, the teacher will notify the Superintendent's office in writing where checks are to be sent.

Teachers granted sabbatical leaves shall be paid fifty percent (50%) salary, less deductions for taxes and pensions, for all regular pay periods established by the Board of Education.

The final decision in granting of a sabbatical leave shall be by the Board of Education on recommendation of the Superintendent and action by the Board shall be by resolution approving the individuals and the leave.

ARTICLE VI LEAVES OF ABSENCE FOR CUSTODIANS/MAINTENANCE

A. Sick Leave

1. Sick leave is defined to mean the absence from his or her post of duty of a regularly employed custodian/maintenance employee because of:

Personal disability due to illness or injury, or because of exclusion from school by the school physician on account of a contagious disease or of being quarantined for such disease in his or her immediate household. Personal illness may further be construed to mean illness requiring home or hospital confinement, followed by a period of convalescence.

2. Sick leave shall consist of twelve (12) days per year. However, in the event a custodian/maintenance person, for any reason enters a pay status after September 1 of any year, he/she will be considered to have earned sick leave at the rate of one (1) day per month, starting with the first full month of employment. Unused sick leave may be accumulated without limit.
3. A doctor's certificate shall be submitted to the Superintendent's office by the custodian/maintenance person when sick leave shall extend five (5) days or longer.
4. The Board, in its sole discretion, may grant extended sick leave to a custodian/maintenance person who has exhausted his/her accumulated sick leave. Such extended leave, if granted, shall commence on the day following the last day of the custodian/maintenance person's accumulated statutory sick leave and shall consist of the difference between this custodian/maintenance person's salary and the salary paid to his/her substitute or the estimated cost of a substitute if none is employed. Extended leave shall not extend beyond June 30th of the school year in which the illness or injury occurs. Requests for extended sick leave will be reviewed by the Board on a case-by-case basis, and the Board's determination with respect to any request for extended sick leave shall not be subject to the grievance procedure, including binding arbitration.

B. Personal Leaves of Absence

The Superintendent or his/her designee may grant leaves with pay to all personnel under his/her jurisdiction as follows:

1. Any full time custodian/maintenance person shall be granted up to five (5) days upon request when death occurs in the immediate family, (husband, wife, father, mother, son, daughter, sister, brother, husband's parents, wife's parents, grandparents, grandchildren, legally adopted children, and any other member of the immediate household). When individual circumstances are such that a close relative other than those defined as immediate family should be considered as a member of the immediate family, a special request may be granted not to exceed five (5) consecutive days.
2. One (1) days leave of absence, with pay, may be granted upon request to attend the funeral of a relative or close friend. Such leave will be granted once in each contract year.
3. Three (3) days leave of absence per annum with pay may be granted upon request to care for a member of the immediate household family who is ill.
4. A maximum of three (3) days leave of absence with pay may be granted upon request to attend to matters of emergency personal business which are so pressing that they demand immediate attention and can be taken care of only on a working day. Those days may not be used to lengthen a vacation.
5. Other brief leaves of absence may be granted for just cause within the discretion of the Board of Education and the failure and refusal to grant such additional leave shall not be subject to the grievance procedure.

C. Jury Duty

1. Custodians/Maintenance Personnel called for jury duty shall be paid an amount equal to the difference between the custodian/maintenance person's daily salary and the jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each school day the custodian/maintenance person reports for or performs jury duty.
2. Custodians/Maintenance Personnel called for jury duty shall not be required to report to their district assignment for that day. This includes night shift personnel.

D. Superior Attendance Record

0 days = \$850.00 Bonus for the 2012-13 school year; \$850 for the 2013-14 school year; and \$850.00 for the 2014-2015 school year, exclusive of jury duty, bereavement and vacation.

**ARTICLE VII
LEAVES OF ABSENCE FOR STAFF ASSISTANT**

A. Sick Leave

1. Sick leave is defined to mean the absence from his or her post of duty of a regularly employed staff assistant because of :

Personal disability due to illness or injury, or because of exclusion from school by the school physician on account of a contagious disease or of being quarantined for such disease in his or her immediate household. Personal illness may further be construed to mean illness requiring home or hospital confinement, followed by a period of convalescence.

2. All staff assistants shall be allowed sick leave with full pay as follows:
3. Sick leave shall consist of ten (10) equivalent days per year.
4. A doctor's certificate shall be submitted to the Superintendent's office by the employee when said sick leave extends five (5) consecutive days or longer.
5. Any unused days of sick leave shall accumulate without limit to be used for additional sick leave as needed in subsequent years.
6. In the first year of employment, after September 30th, the employee will be considered to have earned sick leave at the rate of one (1) day per month, starting with the first full month of employment.

B. Temporary Leaves of Absence with Pay

1. An employee will be granted up to five (5) days, upon request, when death occurs in the immediate family. (Spouse, parent, child, stepchild, spouse's parents, sibling, sibling-in-law, parent-in-law, child-in-law, grandparents, legally adopted children, grandchild, and any other member of the immediate household.)
2. One (1) days leave of absence per year with pay will be granted, upon request, to attend the funeral of a relative or close friend. Further requests will require approval of the Superintendent.
3. Three (3) days leave of absence with pay will be granted, upon request, to attend to matters of emergency which are so pressing that they demand immediate attention, and can be taken care of only during a working day. These days may not be used to lengthen a vacation unless approved by the Superintendent or designee. These days may not be accumulated.
4. Two (2) days with full pay will be granted to employees to care for a member of the immediate family who is ill.
5. Application for temporary leave as defined above, shall, whenever possible, be made at least two (2) days in advance of the contemplated absence. When prior notification is

not possible, a written report relative to the absence will be made within two (2) days after returning to duty.

C. Superior Attendance

1. For the purpose of encouraging superior attendance, staff assistants who do not use any of their time shall receive a bonus of \$850.00 for the 2012-13 school year; \$850 for the 2013-14 school year; and \$850.00 for the 2014-2015 school year. Such bonuses are exclusive of jury duty, bereavement and vacation.

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**ARTICLE VIII
LEAVES OF ABSENCE FOR SECRETARIES**

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A. Sick Leave

1. Sick leave is defined to mean the absence from his or her post of duty of a regularly employed custodian/maintenance employee because of :

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Personal disability due to illness or injury, or because of exclusion from school by the school physician on account of a contagious disease or of being quarantined for such disease in his or her immediate household. Personal illness may further be construed to mean illness requiring home or hospital confinement, followed by a period of convalescence

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2. Regular Sick Leave

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- a. All secretarial personnel shall be entitled to one sick day per contract month as follows: 10 month employees will receive 10 days per school year; 12 month employees will receive 12 days per school year. However in the event an employee for any reason enters a pay status after the beginning of the school year, she/he will be considered to have earned sick leave at the rate of one day per month, starting with the first full month of employment.

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- b. Any unused sick leave shall accumulate without limit to be used for additional sick leave as needed in subsequent years.

- c. In the event of absence for illness or injury in excess of three (3) consecutive days, the Human Resources manager may require a physician's certificate as prerequisite for continued sick leave payments.

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3. Extended Sick Leave

- a. After attainment of tenure status, a regular employee who is ill or disabled for a period in excess of the employee's total sick leave accumulation shall receive his/her salary for a period equivalent to five (5) days for each year, or part thereof, such employee has been regularly employed by the Board. This additional sick leave shall not extend beyond June 30th of the school year in which the illness or injury occurs.

- b. When such employee is absent on extended sick leave for a period in excess of five (5) consecutive days, the Human Resources Manager may require a physician's certificate as a prerequisite for further sick leave salary payments.
4. Involuntary Sick Leave:
- a. Upon recommendation of the Human Resources Manager, the Board may at its own expense, require an employee to submit to a physical to determine whether involuntary sick leave is warranted. An employee placed on involuntary sick leave by the Board shall be entitled to compensation in accordance with the voluntary sick leave provisions of this Article.
5. Maternity Disability/Child Rearing Leave
- a. Maternity disability and child rearing leave shall be available in accordance with the Family Medical Leave Act.

B. Personal Leaves of Absence

Secretarial employees shall be entitled to temporary, noncumulative leave of absence in accordance with the following:

1. Up to five (5) working days at any one time with full pay when death occurs in the immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and any other member of the immediate household).
2. One (1) day with full pay to attend the funeral of a close friend or relative per year (other than immediate family). Any subsequent days need prior approval by the Superintendent.
3. Up to three (3) days per school year, noncumulative, with pay to care for a member of the immediate household, or parent domiciled elsewhere, who is ill.
4. Three (3) days with full pay per school year to attend to matters of personal business which are so pressing that they demand immediate attention and cannot be attended to at a time when school are not in session. A personal business leave day shall not be granted for the day following holidays or vacations. To obtain a personal leave day an employee must submit a request for the day of personal leave at least two (2) days in advance of the day which the employee seeks as a personal day. Such a request shall be made to the employee's immediate supervisor, whose concurrence shall be required for that particular day. The written request shall be set forth that the day is required for a matter which is of an emergency nature which cannot be attended to otherwise.
5. Secretaries called for jury duty shall be paid an amount equal to the difference between the employees daily salary rate and the jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each school day the employee reports or performs jury duty.

6. Secretaries shall be granted leave with full pay for time necessary to appear in any legal proceedings connected with their employment or with the school system,

C. Superior Attendance Record

1. For the purpose of encouraging superior attendance, the Board will establish the following procedures for the 2012-2015 school years. The Board, at its own option, may increase the benefits or modify or discontinue the plan in following years.
2. A sum of \$850.00 will be provided to each secretary-clerk/typist who qualifies by reason of superior attendance for the 2012-2013 school year. A sum of \$850 will be provided to each secretary who qualifies by reason of superior attendance for the 2013-2014 and 2014-2015 school years.
3. Absences excluded from application to the above procedure are death in the family, attendance at funerals, jury duty absences, vacation and compensatory time.

D. Emergency Closings

- E. On those days which are officially designated as snow days throughout the district, and the schools in the district are not open, secretaries shall not be required to report for work.

**ARTICLE IX
INSURANCE PROTECTION**

- A. Full family hospitalization and medical coverage shall be available by a plan providing comparable or better coverage than the plan in effect for the 1975-76 school year. The Board shall pay the full premium for each employee and where appropriate, for family plan insurance coverage. The Board shall have the right to change insurance carriers provided that the plan shall at all times provide for comparable or better coverage than the plan in effect for the 1975-76 school year. In the event the Association is of the opinion that the plan does not provide for comparable or better coverage than the plan in effect for the 1975-76 school year, then and in that event, the Association may proceed through the grievance procedure including arbitration, to determine whether the coverage provided is comparable or better than that which was in effect for the 1975-76 school year, and the arbitrator shall have full authority with reference to this particular issue to continue the coverage in effect as provided for by the Board of Education or to set aside the coverage in effect for the 1975-76 school year.
- B. The Board shall notify the carrier to provide to each employee a description of the health care insurance coverage provided under this Article at the beginning of the enrollment period in effect for each year during the term of this contract, which shall include a clear description of conditions and limits of coverage as listed above.
- C. Commencing January 1, 1997 or the date of ratification, whichever shall occur first, application of deductibles shall apply to all coverage within the traditional indemnity program and there shall be an elimination of the first dollar benefit with the following exceptions: Pap smear, mammography, and a routine physical every 24 months.
- D. Commencing July 1, 1997, hospitalization and medical coverage shall include pre-admission testing, hospital pre-certification; mandatory second surgical opinion; and elimination of

carryover deductible. Employees whose first day of employment is after June 30, 1997 shall be enrolled in the designated provider program of the medical insurance program. Employees whose first day of employment is after June 30, 1997 and shall choose traditional indemnity medical coverage shall pay the difference in the premium cost between the designated provider program and the traditional indemnity program through a payroll deduction plan.

- E. Commencing July 1, 1998, employees whose first day of employment is prior to July 1, 1997 and who are enrolled in the traditional indemnity program shall pay \$100 per year for single coverage and \$200 per year for family coverage through a payroll deduction plan.
- F. Effective July 1, 2001, the Board and the employees shall each pay 50% of the cost of the dental premium. One-half of the cost of such plan shall be borne by each employee through a Payroll Deduction Plan.
- G. A joint committee, three members appointed by the Association and three members appointed by the Board, shall meet to discuss opportunities which would reduce health and/or dental costs, while maintaining or improving benefits.
- H. The Board shall establish an Internal Revenue Service 125 plan for making medical and dental contributions effective January 1, 1997.

ARTICLE X SALARIES

A. Teachers

The salaries of all teachers covered by this Agreement are set forth in the Salary Schedules which are attached hereto and made a part thereof.

1. Teachers shall receive two (2) salary checks every month for ten (10) months. Such checks are to be received by the teachers on the 15th and the last day of the month. In the event the 15th or the last day falls on a weekend or on a nonteaching day, such check shall be received by the teachers on the last banking day prior to such nonschool day.
2. Teachers receiving payment on a ten (10) month basis may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall, to the extent possible, be paid the last day of school. Interest on these funds shall be deposited annually in the RTEA scholarship account.
3. When pay day falls on or during a school holiday, vacation, or weekend, teachers shall, to the extent feasible, receive their paychecks on the last previous working day.
4. Teachers shall, to the extent feasible, receive their final checks on the last working day in June.
5. Teachers may elect to have deducted from their paychecks monies for annuity.
6. Non-certified nurses shall not be included in the teachers' salary guide.

7. If new minimum salary legislation which requires restructuring of the salary guide is enacted by the State, the parties agree to negotiate as to the reconstruction of those steps on the salary guide which are below such minimum, including parallel steps of the higher training levels of such step. The foregoing obligation to negotiate is not intended to require that the Board pay from its own funds any monies over and above the cost of the settlement reflected on the attached salary guides.
8. Teachers may elect to have deducted from their paychecks monies for deposit to TRICO Federal Credit Union.
9. Teachers may elect to have Automatic Payroll Deposit to a financial institution of their choice.
10. For 2012-2013, the Board agrees to provide an increase of 1.9% over the 2011-2012 base salary for teachers as established by the scattergram summary agreed to by the parties and attached hereto.

For 2013-2014, the Board agrees to provide an increase of 1.95% over the 2012-2013 base salary for teachers as established by the scattergram summary agreed to by the parties and attached hereto.

For 2014-2015, the Board agrees to provide an increase of 2.0% over the 2013-2014 base salary for teachers as established by the scattergram summary agreed to by the parties and attached hereto.

The above percent increase amounts shall include the salary increment. Salary adjustments may result in a modification of current salary guides, scales and steps. Salary distribution and salary guide construction shall be mutually arrived at by the Association and the Board and are subject to Board approval.

The parties acknowledge and understand that any agreement on salaries may require distribution of money agreed upon by the parties and reconstruction of salary guides. This distribution and/or reconstruction may necessitate a change in the number of steps and/or scales. All decisions regarding salary distribution, salary guide construction, and the like, shall be by mutual agreement of the parties. All increases shall be retroactive.

11. Any teacher who is hired from September 1 to October 31 as an extended long term substitute teacher will be given a prorated year contract.

B. Custodians/Maintenance

1. Two separate salary guides shall be developed and agreed upon by the parties. The first guide shall reflect custodial employees' salaries and the second shall reflect maintenance employees' salaries. See attached guides.
2. Each year a new entry-level salary will be determined by the Board of Education. The starting salary of a new custodian/maintenance person shall not be higher than the salaries of those already employed in the system with similar experience and training, as determined by the Board of Education.

3. Salary increases for the duration of this contract will be as follows:

2012-2013	1.9%
2013-2014	1.95%
2014-2015	2.0%

Increases shall be inclusive of increment. All increases shall be retroactive.

4. Overtime Pay

- a. All Custodians/Maintenance employees shall be paid time and one-half their base contract rate after forty (40) hours of work in a regular week commencing on Monday, except as follows:
 - i. All employees shall be paid double their base contract hourly rate for Sundays and holidays worked.
 - ii. All employees scheduled to work Saturday and who have not been notified by 5:00 P.M. on Thursday shall be paid double their base contract hourly rate for such hours worked, except during snow emergencies.
- b. Overtime for maintenance personnel shall be distributed by the Supervisor amongst the employees in the classification involved.
- c. Overtime for Custodians/Maintenance personnel shall be rotated within each building. In the event all the Custodians/Maintenance Personnel in one building refuse an overtime assignment, then the overtime assignment shall be offered to other Custodians/Maintenance personnel in other buildings on a rotating basis. If no one volunteers, then an assignment may occur.
- d. Personnel scheduled to work on Saturday who do not receive notification of cancellation of such assignment by 3:00 p.m. on Friday will receive a minimum of four (4) hours of pay on Saturday at the overtime rate.

5. Call Out Pay

- a. Except for snow removal, any employee called out on Monday through Friday, inclusive, after completing his/her shift, shall be guaranteed two (2) hours pay for one and one-half times his/her base contract rate.
- b. Any employees called out after midnight on Friday and prior to midnight on Sunday, shall be guaranteed two (2) hours pay at double his/her base contract rate.
- c. Any custodian/maintenance person called out for snow removal Monday through Friday, inclusive, shall be paid straight time and shall have his/her shift adjusted in order that he/she works a scheduled eight (8) hour workday.

- d. Any employee called out for snow removal after completing a forty (40) hour week ending on Friday shall be paid time and one-half his/her regular base rate for all hours worked after the completion of his/her shift and prior to midnight Saturday.
- e. Any employee called out for snow removal after completing a forty (40) hour week ending on Friday shall be paid double his/her regular base rate for all hours worked on paid holidays or between midnight Saturday and midnight Sunday.
- f. A building check will be considered a Call Out and be compensated (see paragraphs 1 and 2).

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6. Temporary Assignment

When it is necessary to temporarily replace a night shift custodian/maintenance person, at least one-half of the night shift custodian/maintenance person's assigned hours shall be worked by any combination of one or more replacements properly assigned.

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7. Work Hours

Full time status shall be defined as 30 or more hours per week.

C. Staff Assistants

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- 1. The salaries of all staff assistants covered by the laws of this Agreement for the period hereof, shall be set forth in the attached guides
- 2. All courses, workshops and seminars which receive the prior approval of the Superintendent shall earn salary adjustment credit as agreed to by both parties.
- 3. The Board and the Association agree to an increase of 1.9% inclusive of increment over the 2011-2012 base salary for staff members, for the 2012-2013 school year; 1.95% inclusive of increment over the 2012-2013 base salary for the 2013-2014 school year; and 2.0% over the 2013-2014 base salary for the 2014-2015 school year, as established by the scattergram summary. All increases shall be retroactive.
- 4. Summer stipends will be paid at the highest part time hourly rate.

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D. Secretaries

- 1. The salaries of all Secretarial staff shall be are as set forth in the salary schedules below:
 - a. When a payday falls on or during a vacation, or weekend, employees shall to the extent feasible, receive their paycheck on the last previous working day.
 - b. Within the capabilities of the computer program, secretaries may elect to have deducted from their paychecks the following:
 - i. Summer savings
 - ii. Tax Shelter Annuities
 - iii. Dental program premiums, and

- iv. Any additional deductions mutually agreed upon between the Board and the association.
 - c. Should a Secretary be engaged for a period of less than six (6) months prior to the end of the school year, she/he will remain at the same salary for the following school year.
2. All secretarial personnel shall receive the negotiated increase provided such secretarial personnel receives a satisfactory evaluation.

Secretarial employees shall be given a ninety (90) working day notice of unsatisfactory of performance and possibility of withholding of increment. Review will be made of performance after a ninety (90) working day period.

SCHEDULE A

- Grade II- Clerk Typist Part Time (non-benefited)
- Grade III- Clerk Typist Full Time
School Receptionist Full Time
- Grade IV- School Building Office Secretaries
- Grade V- Purchasing Secretary
Attendance Secretary
- Grade VI- Guidance Secretary
- Grade VII- Administrative Assistant/Floating Administrative Assistant

All Administrative Assistants are 12-month employees.

3. Salary increases for full time and part time staff will be in accordance with the schedule below:

2012-2013	1.9%
2013-2014	1.95%
2014-2015	2.0%

4. Salary adjustments due to educational credits earned by members of the bargaining unit will be based upon the following criteria:
- a. Each credit is equal to 10 hours of formal instruction or attendance at approved courses, workshops or seminars
 - b. A salary increase of \$200 for each 5 credits earned will be applied to the base pay of the member for the school year following the accumulation of the 5 credits. The school year will be from July 1 to June 30.

- c. No credit will be given for any courses, workshops, or seminars that take place during the regular work day.
- d. Approval of the employee's immediate supervisor as well as the Superintendent of Schools must be obtained in advance of attendance at course, workshop, or seminar whether it is taken for credit or reimbursement. Approval will be dependent upon the applicability of course, workshop or seminar to current assignment of member, or job related field as determined by the Superintendent. vance
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- e. Reimbursement for attendance at courses will be limited to current contract language. yees
- f. Validation of attendance or transcript of completed work will be required for application of credit or reimbursement. aid

SECRETARY SALARY SCHEDULE

Name	2012/2013	2013/2014	2014/2015	
Twelve Month				
Bonnie Armitt	\$50,006.00	\$50,981.00	\$52,001.00	
Linda Bruseo	\$56,129.00	\$57,223.00	\$58,368.00	
Joanne Carbone	\$45,039.00	\$45,917.00	\$46,836.00	ice
Diane Fusco	\$47,042.00	\$47,959.00	\$48,918.00	
Rosemary Muscolino	\$55,532.00	\$56,614.00	\$57,747.00	
Marie Newsome	\$59,861.00	\$61,028.00	\$62,249.00	he
Michele Sewatsky	\$50,006.00	\$50,981.00	\$52,001.00	
Patricia Zielinsky	\$55,366.00	\$56,446.00	\$57,575.00	
Ten Month				
Marcelene Bender	\$21,066.00	\$21,477.00	\$21,907.00	to
Andrea DeFilippo	\$21,066.00	\$21,477.00	\$21,907.00	of
Dolores DiScala	\$21,893.00	\$22,320.00	\$22,766.00	e
Diana Kondra	\$35,478.00	\$36,170.00	\$36,893.00	n
Karen McCann	\$21,066.00	\$21,477.00	\$21,907.00	e
Lynn Smith	\$28,035.00	\$28,582.00	\$29,153.00	
Judith Wallin	\$21,066.00	\$21,477.00	\$21,907.00	

5. Salary guide placement, new personnel

New Hires cannot receive salaries less than 90% of the salary of the lowest paid employee in the same grade level for that school year.

No new employee will be hired at a salary greater than the lowest paid person in that grade level made the year before.

All employees new to the school district shall receive at least partial credit for directly related school work and/or non-school experience that, in the judgment of the Board, positively relates to the secretarial assignment.

**ARTICLE XI
ADDITIONAL STIPENDS**

A. Teachers

1. All Stipends (this includes NJASK coordinators, Curriculum workers, I&RS Chairs, all evening stipend positions, all Saturday/weekend workshop instructors, all workshop/seminar instructors, all parent workshop instructors (this includes set-up duties, Kindergarten registration, summer school teachers, summer enrichment teachers, CST summer evaluations, etc.)

Effective July 1, 2012, the hourly rate shall be \$44.00.

Effective July 1, 2013, the hourly rate shall be \$44.00.

Effective July 1, 2014, the hourly rate shall be \$44.00.

2. The Board agrees that if it establishes a new academic position, such as coordinator, which shall be filled by a classroom teacher performing in such position as an additional duty, it shall negotiate with the Association for the stipend for such additional duty.
3. Any contemplated changes in responsibilities and duties of coordinators as outlined in job descriptions shall not be effected until after a consultation between the coordinators and administrations.
4. Mentor teachers shall be paid by the Board at the State recommended stipend rate.
5. As per agreement with the Superintendent, teachers who have to move their classrooms shall receive a flat rate of \$175.00.
6. Advisors must submit voucher with dates and times of meetings or activities.
 - a. Clubs that meet once per week- \$350.00 per quarter.
 - b. Clubs that meet twice per week- \$650.00 per quarter.
 - c. Clubs that meet three times per week-\$950.00 per quarter.
7. Activities:
 - a. Student Council:

Elementary School:	\$650.00 per advisor per year (limit 1 Advisor)
Copeland Middle School	\$950.00 per advisor per year (limit 2 advisors)
 - b. Junior National Honor Society \$950.00 (limit 2 advisors) |
 - c. Rogate \$950.00 per year (limit I advisor) |

- d. Yearbook: \$2,050.00 split by # of people in position.
 - e. Washington D.C. Trip \$775.00 per advisor (limit 2 advisors)
 - f. Grant writing: \$44.00 per hour/capped at five (5) hours in 2012-2013; \$44.00 in 2013-2014; and \$44.00 in 2014-2015.
- D.
- 8. Sixth/Seventh/Eighth Grade School Play
 - a. Director/Coord: \$3,050.00
 - b. Set Designer/Const. \$1,550.00 (\$ divided by 2 persons)
 - c. Costumes: \$1,050.00
 - d. Accompanist: \$1,050.00
 - e. Music Director: \$1,250.00
 - f. Choreographer: \$1,050.00
 - g. Elementary Talent Show: \$350.00
- A.
- B.
- 9. Elementary School Play
 - a. Director: \$1550.00
 - b. Assistant: \$1050.00 (Divided by # of assistants.)
- A.
- 10. Chaperones: \$115 per event for a maximum of three (3) hours. The number of chaperones determined by the administration.
 - 11. Affirmative Action Officer \$300.00 per year
 - 12. HEP B Coordinator/Instructor \$600.00 per year
 - 13. CPR Instructor \$600.00 per year
 - 14. Random Periodic Activities will be compensated at a rate of \$44.00/ hour for 2012-13; \$44.00/hour for 2013-14; \$44.00/hour for 2014-15.
- D.
- E.
- B. Translator:
 - 1. Post the position as just "Translator" in all schools and let the Principals/Director develop a list with the teacher's name and the languages that the teacher can translate. This pool should cover as many different languages as possible.
 - 2. When the need arises and according to the language required to communicate with the family, have the teacher translate the necessary forms and or relevant papers.
 - 3. The hours would be "as needed" to complete the work and let the Principals/Directors assign the hours and pick the appropriate teacher/language. These hours are to be on the teachers' own time at the contracted hourly rate.
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4. This agreement does not limit the Rockaway Township BOE in hiring (as translators) other members of different bargaining units at the contracted rate.

C. Chairpersons:

1. Chairpersons will not be assigned any supervisory responsibilities, but will be responsible for district articulation in their area.
2. Chairpersons may be assigned in the following areas: Language Arts, Special Education, Math, Science, Social Studies, Fine and Performing Arts (Art and Music), Physical Education, and World Language.
3. Chairpersons, the Head Nurse and ESL Coordinator shall receive an annual stipend of \$5000.00.

- D. All part-time teachers who opt to attend Rockaway Township School System's Professional Development workshops will be paid the current stipend hourly wage for the hours in the workshop at a rate of \$44.00/ hour for 2012-13; \$44.00/hour for 2013-14; \$44.00/hour for 2014-15.

- E. The following stipends are pensionable: Department Chairperson, Coordinator, Head Teacher, Head Nurse.

F. Head Teachers

1. Head Teachers shall receive the following stipend of \$4200 for each year of the agreement.
2. Head Teacher @ Copeland School
 - a. This position will be used when all principals are out of the building, and a school leader is needed.
 - b. This teacher who applies for this position will receive a stipend of \$44.00/ hour for 2012-13; \$44.00/hour for 2013-14; \$44.00/hour for 2014-15 for the time spent doing these duties and shall be held harmless for decisions that he/she makes in the performance of these duties.

G. Custodians/Maintenance

1. Shift Differential

There shall be paid to Custodian/Maintenance a night shift differential, paid to those employees who work on a 3:00 P.M. to 11:00 P.M. shift (or the 1:00 P.M. to 9:00 P.M. shift) at \$800.00 for the 2012-13 school year; \$800.00 for the 2013-14 school year, and \$800.00 for the 2014-15 school year.

2. Boiler Operator Stipend

- a. All custodial and maintenance personnel holding proper Black Seal Boiler Operator License shall receive an additional stipend of \$1250.00 for 2012-2015. This stipend is pensionable.
 - b. Employees hired July 1, 1973, and thereafter shall obtain a Black Seal Boiler Operator License within six (6) months of date of employment. Under exceptional circumstances, an employee may request an additional six (6) months in which to secure a Black Seal Boiler Operator License, and such request shall not be unreasonably denied by the Superintendent.
 - c. The Board will supply initial tuition costs and textbooks necessary for employees to receive a Boiler Operator License, limited to one (1) time for any employee.
- Upon proper application for reimbursement, the Board shall pay the cost of license renewal for a Boiler Operator.

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3. Air Conditioning Stipend

A bargaining unit employee, as designated by the Board in its sole discretion shall be responsible for the operating of air conditioning equipment at the Dwyer School and shall receive for such work a stipend in the amount of \$175.00 per year.

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4. Asbestos Operations & Maintenance Stipend

- a. Any individual certified by State of New Jersey, and serving on District Asbestos Management Team will receive an annual stipend of \$1,000.00. This stipend is pensionable. The Board will determine whether to have a team, and, if so, will select the individuals to serve on this team, limited to only Maintenance Department personnel and Head Custodians.
- b. Employees on Asbestos Management Team shall be compensated at twice the regular hourly rate for all asbestos containment work.
- c. Upon proper application for reimbursement, the Board shall pay the cost of necessary costs incurred in the renewal of the asbestos certificate.

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5. Head Custodian/Maintenance Person Stipend

- a. Each Head Custodian, as of the effective date of this Agreement, is assuming the responsibility of a group leader which means that he/she shall participate in the daily work assignments of those other Custodians/Maintenance Personnel with whom he/she works, pursuant to instructions given to him/her as Head Custodian/Maintenance Person.

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- i. Has direct input into evaluation
- ii. Night time building and crew check (see b, below)
- iii. Remain on job until 3:15 P.M. to discuss any problems, questions and/or assign special activities or jobs
- iv. Responsible for the implementation of the "Standard Operations Procedure Manual" as per the supervisor's responsibility
- v. Supervise overtime and distribute overtime
- vi. Supervise summer cleaning
- vii. Monitor usage of supplies
- viii. Head Custodian has right to assign work areas and tasks

- ix. Operation and monitoring of boilers and "Boiler Log" and entire heating system

All other duties as submitted by the Administration.

- b. Head Custodians of the several schools shall receive an additional annual stipend for the school years covered by this Agreement according to the following schedule:

<u>Large School</u>	<u>Medium School</u>
\$2,750.00	\$2,150.00

This stipend is pensionable. Head custodians are required to come back for supervision two (2) times per month for one hour in duration each time, for night time building and crew check.

- c. The foreperson position shall receive the following stipend for each year of the agreement:

Year 1	\$4000
Year 2	\$4000
Year 3	\$4000

- d. All Head Custodians must have a Boiler Operator License.

- J. The following stipends are pensionable: shift differential, boiler stipend, air conditioning stipend, asbestos stipend, head custodian/maintenance person stipend and foreman stipend.

ARTICLE XII DEDUCTIONS FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees, dues for the Rockaway Township Education Association, the Morris County Council of Education Associations, the New Jersey Education Association, or the National Education Association, or anyone of any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJ.S.A. 52: 14-15(9)(e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the treasurer of the Rockaway Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing in the form set forth on page 33.

AUTHORIZATION TO DEDUCT
ASSOCIATION MEMBERSHIP DUES

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Name:
Social Security No.:
School Building:
District:

TO: DISBURSING OFFICER:
BOARD OF EDUCATION

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1.

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed.

2.

I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore.

3.

I designate the Rockaway Township Education Association to receive dues and distribute according to the organizations indicated:

Rockaway Township Education Association
Morris County Council of Education Associations
New Jersey Education Association
National Education Association

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2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Additional authorization for dues deduction may be received after August 1, under the rules established by the State Department of Education.
4. The filing of notice of an employee's withdrawal shall be prior to December 1st to become effective to halt deductions as of January 1st and prior to June 1st to become effective to halt deductions as of July 1st next succeeding the date on which notice of withdrawal is filed.

- B. The Board agrees to continue to deduct from employees' salaries, money for local, state, and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations.

Any employee may have such deductions discontinued, in accordance with applicable law, at any time upon sixty (60) days written notice to the Board and the appropriate association.

- J. C. 1. The Association shall, on or before September 30th, deliver to the Board a written statement containing the following:
- a. statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
 - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 - c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty five percent (85%) of the regular membership dues, fees and assessments.
 - d. A list of all members of the bargaining unit who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
2. Beginning with the first full pay period in November, the Board will commence deductions of the full amount of the representation fee from salaries of such teachers, staff assistants & custodial/maintenance in accordance with paragraph 3 below, and will promptly transmit the amount so deducted to the Association.
3. Payroll Deduction Schedule

The Board will deduct the representation fee, in twenty (20) equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deduction will begin with the first paycheck:

- a. In November, or
 - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
4. On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the President of the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, jobs, titles, and dates of employment for all such employees.
 5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

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**ARTICLE XIII
TEACHERS' RIGHTS AND RESPONSIBILITIES**

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States. That it shall not take punitive action against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in activities of the Association and its affiliates which do not conflict with normal professional duties, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- C. Any disciplinary interviews and reprimands will be conducted in private. A teacher shall have the right, in all instances, to request the presence of an Association representative at said interview and when such request is made, the interview shall not proceed until the representative is in attendance.

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- D. There shall be no public discussion concerning the renewal, failure to renew or termination of a teacher's contract by either the Board or the Association.
- E. Upon his/her professional judgment, the teacher shall maintain the right and responsibility to determine grades within the grading policy of the district. Teachers shall be involved in all decisions relating to promotion or retention of students.
- F. Any teacher, upon presentation of advanced written request, may inspect his/her personnel file. In cases of emergency nature, no advance request will be necessary provided the inspection takes place in the presence of the Superintendent or his/her designee during regular administrative office hours.
 - 1. The teacher shall have the right to add his/her written comments, initialed by the Superintendent of Schools or his/her designee, one copy of which shall be made part of the teacher's personnel file and the other copy shall be given to the teacher.
 - 2. In the event material of a derogatory nature is to be placed on file, the teacher involved shall be requested to affix his/her signature. This will indicate the material has been seen by the teacher. The teacher's written comments, if any, relative to the derogatory material, shall also be made a part of the teacher's file.

**ARTICLE XIV
ASSOCIATION'S RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association in response to reasonable requests, available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, census data, names of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. The Board may, at its discretion, furnish the Association with tentative budgetary requirements and allocations.
- B. Whenever any representative of the Association or any teacher is scheduled by the Board or Administration to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- C. Representatives of the Association, Morris County Councils of Education Associations, NJEA, and NEA shall be permitted to transact official Association business on school property at such times and places which will not interfere with, nor interrupt, normal school operations, provided that the Administration is notified in advance whenever practicable.
- D. The Association and its representatives may use school buildings for meetings at reasonable hours. The appropriate building principal shall be notified and shall approve in advance in order to avoid conflict with other scheduled activities or normal school operations.
- E. The Association may use school equipment, including office and audio-visual equipment at reasonable times when such equipment is not otherwise in use and will not interfere with normal school operations.

The Association shall reimburse the Board for the cost of all materials and supplies incidental to such use.

F. The Association shall have the use of a bulletin board in each school faculty lounge/work study room and shall have the right to post materials without prior approval. The Superintendent shall also designate space on the central office bulletin board for Association notices. The Superintendent may remove any material from the latter bulletin board which he/she deems offensive. The Association shall be responsible for all materials it posts on school property.

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G. The Association may not use the interschool mail system in violation of the Private Express federal statutes. The Association may, with the knowledge of the principals, directly place communications in teacher school mailboxes.

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H. The Superintendent shall grant release time with pay to the president of the Association, or his/her duly designated representative, to attend to Association business which cannot be handled during non-school hours, to the extent of one half day per school week to a maximum of three (3) hours per week on a ten (10) month per year basis, which time shall be noncumulative. No substitute shall be required to replace the Association representative so released. Therefore, it is understood that the Association representative will obtain prior approval from the building principal.

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ARTICLE XV BOARD'S RIGHTS

A. The Board on its own behalf, and on behalf of the electors of the district, retains and reserves unto itself without limitation all powers, rights, responsibilities, authority and duties conferred upon and vested in it by the laws of the State of New Jersey, including the right to the executive management and administrative control of the school system and its properties.

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ARTICLE XVI TEACHERS' WORK YEAR

A. Effective July 1, 2012, the Teacher Work Year shall be increased resulting in a 186 day teacher work year. The school calendar shall be constructed by the Board so as to provide a maximum of one hundred eighty two (182) days of instruction, including therein provisions for emergency closing of schools because of inclement weather. However, it is expressly understood that in no event shall the school year consist of less than one hundred eighty (180) days. The last instructional day shall be a half day of student contact. In addition, teachers may be required to report for duty two days prior to the opening of school. Non-tenured teachers shall attend two workshops, each of a two day duration, before acquiring tenure. These workshops may be scheduled prior to the start of the teacher work year or after the end of the teacher work year.

B. The work year for supplemental teachers shall commence no later than October 1 and terminate no earlier than May 31.

ARTICLE XVII
TEACHERS' HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
- B.
 1. Teachers shall report for duty (15) minutes before the scheduled start of school for students.
 2. Teachers shall remain in school until the regularly scheduled buses have departed. This time shall not extend beyond fifteen (15) minutes after the instructional day providing the teachers' professional obligations have been fulfilled.
 3. A duty-free lunch period of at least thirty (30) minutes shall be granted to all teachers. Teachers may leave the building without requesting permission during their duty free lunch period, but shall be required to sign out and back in to school in the appropriate column of the faculty sign-in roster.
- C.
 1. Regular classroom teachers shall neither be required to work beyond the regular teacher-in-school work year, nor beyond the normal in-school workday.
- D.
 1. All certificated staff members shall be required to attend up to two evening activities each year without additional compensation.
 - a. Any teacher who is involved in the evening activity period (e.g. Art, Music Teachers) shall participate in - two such evening activities per school year without additional compensation, and for each evening activity per school year beyond the second will be released from one scheduled parent-teacher conference. Copeland teachers who are expected to attend graduation shall not be required to attend other evening supervisory assignments for which there is compensation.
 2. Parent-Teacher conferences
 - a. Fall Conferences: There shall be one (1) afternoon conference for Elementary Schools and two (2) afternoon conferences at Copeland Middle School and two (2) evening conferences in the Elementary Schools and Copeland Middle School in the Fall. The length of the conferences shall not exceed two (2) hours. On the days of the conferences, school shall be dismissed two (2) hours early. The evening conferences shall not be held on consecutive evenings.
 - b. Spring Conferences: These conferences shall be held as individually needed upon teacher or parental request, without additional compensation.
 - c. All staff members shall be required to attend a school or district meeting for up to one (1) hour at the end of the school day, on Mondays, two (2) times per month, for a total of twenty (20) meetings plus four additional meetings, for a total of twenty-four meetings during the 2012-2013, 2013-2014 and 2014-2015 school years.

- E. 1. In the elementary schools, (grades K-5), on a quarterly basis (every 45 days) each full-time teacher will be provided with a minimum average of 425 minutes of non-pupil contact time per regular school week (1950 minutes). Commencing with the 1993-94 school year the regular school week will be 2025 minutes.
2. The time teachers are expected to remain in school after the end of the students' regularly scheduled day shall not be incorporated into the non-pupil contact time.
3. Encompassed within this time will be provisions for a duty free daily lunch period of 40 to 60 minutes for full-time teachers and a minimum of four planning periods per regular school week (2025) minutes. Teachers shall not be required to remain with their class during library, computer and/or other special subject instruction.
4. Elementary teachers including special subject areas, CST, guidance and special education teachers, shall have lunch duty on a rotating basis for not more than ten (10) hours per year. Each additional lunch duty coverage assignment of up to twenty (20) minutes shall be compensated at the rate of \$12.00 per coverage assignment.
5. It is further agreed that, at the Copeland Middle School, the lunch duty program in practice at the conclusion of the 1982-83 school year be continued.
6. On an annual basis, all 19 hour part-time teachers will be provided with an average of non-pupil contact time of 100 minutes per regular five day school week.
7. The Board's intent is to not rely on the minimum. The intent of the Board and the Association is to permit school programs to operate effectively and without interruption, and the flexibility in the operation will continue to be maintained.
8. This section of Article XVII applies only to elementary classroom teachers, special subject area teachers, special education teachers, CST and guidance counselors.

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**ARTICLE XVIII
CUSTODIANS/MAINTENANCE HOURS OF WORK**

A. Tours of Duty

1. The standard tour of duty for all personnel assigned shall be as follows:

Day Shift	7:00a.m.	3:00p.m.
Night Shift	3:00p.m.	11:00p.m.
Midnight Shift	11:00p.m.	7:00a.m.

2. On those days declared as "Snow Days" and on teacher holidays, night-shift personnel will report on the day shift.
3. The July 1 shift change of personnel from the night shift to the day shift may begin in June at the option of the employer.
4. One half hour uninterrupted lunch period for maintenance personnel.

5. Custodial employees are required to remain in the building and shall not have a duty-free lunch period.
6. All bargaining unit personnel are required to remain at their work locations until given permission to leave the area by the Superintendent of Buildings & Grounds or his/her designee.
7. In the event of a permanent change in tour of duty, the Board shall advise an employee so affected by at least one (1) week's advance notice thereof.

B. Time Clock

1. All bargaining unit employees shall punch in and out on time clocks provided for that purpose by the Board at each building. No employee may punch another employee's Time Card. Any violation of this rule will result in severe disciplinary action up to and including discharge, as determined by the Board and its administrative staff.
2. Maintenance Personnel shall punch in and out at the Maintenance Department building at 183 Green Pond Road. In the event a job assignment continues for one or more consecutive workdays, then the maintenance employee performing the work shall punch in and out at the school at which he/she is then working for the duration of the assignment.
3. All employees shall punch in/out for all "off-hour call outs."

C. Hours of Work

Full time = 30 hours or more
 Part time = less than 30 hours

Note: Any employee of record as of 2/28/98 is protected from the 30 hour minimum clause above for the duration of his /her employment.

**ARTICLE XIX
 STAFF ASSISTANTS HOURS OF WORK**

The work schedule for staff assistants shall be as follows:

- A. Staff assistants shall not be required to report for work when schools are closed for holidays, snow days, other emergency closings, on any other day that children are not present.
- B. In the event of late openings or early dismissals due to inclement weather or other emergencies, staff assistants shall report for work at the same time that students report and leave when students are dismissed. Part-time staff assistants may make arrangements with the building principal to make up any hours lost in a given week due to snow days, early dismissals or delayed openings.
- C. Full-time staff assistants shall work a day that corresponds to a full instructional day for students, including lunch, not to exceed a maximum of 6½ hours for the duration of this contract. The starting time for each staff assistant shall be determined by the Principal of the school. On the

day immediately before a holiday or vacation, when pupils have a one-session day, the staff assistants' workday shall end when pupils are dismissed for the day.

All Staff Assistants shall report for work on the first day of the new school year, the same as teachers, and shall work until the last student day of school in June, and shall participate in teacher professional development on the first two days prior to students reporting to school. The Staff Assistant's hourly rate will be paid for professional development days attended. On conference days (when one session day) the Staff Assistants' work day will end when pupils are dismissed.

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Staff Assistants who are assigned to a student 1:1 or to a self-contained special education class shall report for work on the first day of the new school year, the same as teachers and shall work until the last day of school in June, and shall participate in the teacher professional development provided during the first two days prior to students reporting to school. The staff assistant hourly rate will be paid for the professional development days attended by staff assistants.

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1. Staff assistants who are assigned to a student 1:1 or to a self-contained special education class (Learning Language Disabled Class, Multiply Disabled Class, Behavioral Disabilities Class, Autistic Class, Transportation Aides, Pre-School Disabled class and Step Up) shall receive a stipend in the amount of \$1000.00 per year. This stipend shall be pro-rated on hours worked: if 25 or more hours per week, \$1000.00; and under 25 hours per week, \$500.00.

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2. Staff Assistants assigned to the Autistic Classes shall additionally be required to work an additional hour after the school day every two (2) weeks with the behaviorist, and an additional 30 minutes at the end of the school day two (2) times per week, and shall be compensated an additional differential of \$1080.00 per year.

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On the last student day of school in June staff assistants may be required to remain in school beyond the early dismissal time if deemed necessary as determined by the Superintendent of Schools. In no case shall they be required to remain beyond normal time.

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Staff assistants will be compensated for all days worked beyond the 182-day school year.

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All full-time staff assistants are entitled to a daily fifteen (15) minute break from duty-and a minimum of a thirty (30) minute lunch period.

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All part-time staff assistants will work no less than 3½ hours per day.

Substitute staff assistants will be covered by these same clauses.

Full-time employment for benefits purposes shall consist of 30 hours or more per week.

All extra curricular activities will be compensated at the rate of twenty dollars (\$20.00) per hour. The extra-curricular rate will not be applicable for time worked due to the extension of the work-day. Any such time shall be paid at the regular hourly rate.

4. All certificated staff assistants running an after school program will receive the same stipend as any other certificated employee.

- N. All staff assistants are required, by law, to attend the Emergency Management Training Meeting and Affirmative Action Meeting. Each workshop shall be one half hour in length (30 minutes). Both workshops shall total one (1) hour. In exchange for attending these workshops, the Staff Assistants shall receive one hour of administrative time which shall be used as time off during the school day.

**ARTICLE XX
SECRETARY HOURS OF WORK/ATTENDANCE**

A. Twelve Month Employees

1. Twelve month employees shall work a seven (7) hour day, five (5) days per week. There shall be one (1) hour nonpaid lunch period each day. Their daily work schedule shall be as determined by the Superintendent.
2. When schools are on half-session, the twelve-month employees shall work their normal full day's schedule.
3. Overtime/compensatory time shall be earned at the rate of one and one-half hours for each overtime hour worked after the completion of a thirty-five (35) hours in each workweek. Overtime/compensatory time shall be earned only with the prior approval of the immediate supervisor. Compensatory time shall be scheduled upon notice and with the prior approval of the immediate supervisor.
4. To be eligible for benefits, an employee must work a minimum of 30 hours per week. Current employees as of 7/1/97 are grandfathered.
5. If a member of the secretarial staff is required to come in early on delayed opening days, compensatory time or overtime will be given at the discretion of the Superintendent.

B. Ten Month Employees

1. Ten month employees shall work a seven (7) hour day, five (5) days per week. There shall be one (1) hour nonpaid lunch period each day. Their daily work schedule shall be as determined by the Building Principals.
2. When schools are on half-session, the ten-month employees shall work their normal full day's schedule.
3. Overtime/compensatory time shall be earned at the rate of one and one-half hours for each overtime hour worked after the completion of a thirty-five (35) hours in each workweek. Overtime/compensatory time shall be earned only with the prior approval of the immediate supervisor. Compensatory time shall be scheduled upon notice and with the prior approval of the immediate supervisor.
4. Ten month employees shall report for work on September 1, unless it falls on a weekend or holiday. Their contract periods will continue through June 30.

5. In the event a ten month employee is called to work between July 1 and August 31, the pay rate will be time and a half based on the new contract salary.
 6. Any ten month employee who is hired for the Summer Program should receive payment based on their new contract rate.
 7. To be eligible for benefits, an employee must work a minimum of 30 hours per week. Current employees as of 7/1/97 are grandfathered.
 8. If a member of the secretarial staff is required to come in early on delayed opening days, compensatory time or overtime will be given at the discretion of the Superintendent.
- C. Secretaries shall not be required to take over the medical duties of the nurse. Secretaries will render minimal emergency services. Board Comprehensive Policy currently covers employees under these circumstances.
- D. Secretaries shall sign in and sign out daily in office of Principal or Supervisor.

**ARTICLE XXI
NON-TEACHING DUTIES**

The Board recognizes the value of instructional aides and will endeavor to employ them as the Board deems advisable in the best interest of the district.

**ARTICLE XXII
TEACHERS' EMPLOYMENT**

- A. The Board shall continue observing State and Federal laws relating to discrimination.
- B.
 1. Each teacher now employed is assumed to be on his/her proper step of the salary guide, as of the beginning of the 2012-13, 2013-14, 2014-15 school year in accordance with paragraph 2 below.
 2. Upon initial employment, full credit may be given on the Teacher Salary Schedule for up to thirteen (13) years of previous teaching experience in a duly accredited school. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service system, or two (2) years for Peace Corps, VISTA, AmeriCorps, or National Teacher Corps work or time spent on a Fulbright scholarship shall be given upon initial employment.
- C. Restoration of accumulated unused leave days shall be limited to teachers returning from extended leaves of absence in accordance with Article V of this Agreement.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15.

D E. First Year Probationary Teachers

1. A first year probationary teacher (non-tenured), upon notice that his or her contract will not be renewed for the ensuing year, may request, and shall be granted, a private hearing with the Superintendent, at which time the Superintendent shall state the reasons for his/her decision.
2. Notice of nonrenewal in the aforementioned instance shall be issued no later than May 15.
3. The notice of nonrenewal and/or the reasons given for said action shall not serve as a basis for filing a grievance in accordance with Article IV of this agreement.

**ARTICLE XXIII
TEACHERS' ASSIGNMENTS**

- A.
1. All teachers shall be given preliminary written notice of their grade and/or subject assignments and building assignments, for the coming year, not later than June 30.
 2. The Superintendent shall assign newly appointed personnel to their specific positions within that subject area and/or grade level as soon as practicable.
 3. In the event that changes in such schedules, grade and/or subject assignments, or building assignments, are proposed, any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or his/her representative and the teacher affected and at the teacher's option, a representative of the Association.
- B.
1. Teachers shall be notified of any changes in their schedules as soon as it is practicable.
 2. Teachers who may be required to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel between school buildings at the State OMB rate for the life of this contract.

**ARTICLE XXIV
CUSTODIANS/MAINTENANCE ASSIGNMENTS**

A. Daily Check List

- B. Each custodian shall submit daily to the Head Custodian of the school, a Daily Check List of his/her work in his/her area of responsibility.

C. Maintenance Work Orders

All work orders shall reflect starting time and completion time of each maintenance project reflecting the total man hours required for completion by stamping the work order in the time clock.

**ARTICLE XXV
TRANSFERS AND REASSIGNMENTS**

A. Teachers - Voluntary

1. No later than May 15 of each school year, the Superintendent shall notify the Association and post in all school buildings, a list of the known professional vacancies which shall occur during the following school year. A teacher may apply for any position so listed within fifteen (15) school days of posting.
2. As soon as practicable, and no later than June 15, the Superintendent shall provide the Association with a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.
3. In the determination of requests for voluntary reassignments and/or transfers, 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 and no such request shall be denied without explanation. If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be regarded as a new request.

B. Teachers - Involuntary

1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and except in cases of emergency not later than May 15.
2. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the appropriate administrator, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with the teacher. The teacher may, at his/her option, have an Association representative present at such meeting.
3. A teacher being involuntarily transferred or reassigned shall not be caused to suffer a reduction in rank or in total compensation without just cause.

C. Custodians/Maintenance

1. Employees shall have four (4) working days notice on transferring to another school.
2. Transfer requests shall be afforded consideration by the Board when made in writing. However, in the event the Board fails to honor the transfer request, such refusal shall not be subject to the Grievance Procedure.

3. When the Board determines that a vacancy exists, the following procedure shall be followed:
 - a. Post, and send to the head custodian to post on Association boards for a period of five (5) full school days during which time an employee may apply in writing to the Superintendent or his/her designee, that employee's desire to fill the position. If no candidate acceptable to the Board applies by the end of the fifth day, the Board may give an employee a written notice of transfer at least one (1) week prior to starting at the new location.

ARTICLE XXVI TEACHERS' EVALUATIONS

- A. The Administration and the Rockaway Township Education Association, recognize that the evaluation procedure approved by the Instructional and Administrative Councils in June 1970, is an ongoing instrument that may be changed at any time by mutual consent of the Administration and of the Rockaway Township Education Association, subject to final approval by the Board of Education.
- B. The evaluation procedure approved by the Instructional and Administrative Councils in June 1970 is amended as follows:
 1. Observations of non-tenured staff will be a minimum of twenty (20) calendar days apart unless directed by the superintendent.
 2. Non-tenured teachers will receive their written observation and post conference within ten (10) calendar days of the observation unless there are extenuating circumstances such as inclement weather, illness, etc.
 3. Of the three observations required for non-tenured staff members two will have pre-conferences unless the staff member opts not to have a pre-conference. All teachers will have a post observation conference.
 4. All tenured teachers shall have a choice of a Standard Model or an Alternate Model. The standard model shall consist of one (1) observation and the present evaluation procedure. The alternate model will offer a choice of the following: Portfolio, Interactive Journals, Action, Research, Curriculum Project, Collegial Partnership and Teacher Designed Plan.

ARTICLE XXVII CUSTODIANS/MAINTENANCE TENURE STATUS EVALUATION

- A. The Board agrees to grant tenure status to custodial and maintenance staff personnel after three (3) full years of continuous service, providing a satisfactory evaluation is maintained.
- B. An employee shall be given written notice of unsatisfactory performance and/or the possibility of the withholding of an increment and in the case of a non-tenured employee, the possibility of termination. Such notice shall advise the employee that the performance of the employee will be

reviewed no later than thirty (30) days from date of notice. At such time, the Board shall take such action as it deems appropriate. The employee shall have the right to be represented by up to two (2) representatives of his/her choosing at the review.

- C. Upon request, an employee, after giving reasonable notice, shall have the right (not more than twice a school year), and on such employee's own time, to review the contents of his/her personnel file.

ARTICLE XXVIII PROMOTIONS

A. Teachers - Promotions

All vacancies in promotional positions shall be adequately publicized by the Superintendent in accordance with the following procedures:

1. When school is in session, a notice shall be posted in each school as far in advance as practical, ordinarily at least two weeks (14 calendar days) before the final date when applications must be submitted and in no event less than one week (7 calendar days) before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position for which they desire to apply and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least thirty (30) days before the final date when applications must be submitted and in no event less than fifteen (15) days before such date. In addition, the Superintendent shall, within the same period, post a list of promotional positions to be filled during the summer period at the administration office in each school, and a copy of said notice shall be given to the Association.

2. In both situations set forth in section 1 above, the qualifications for the position, its duties, and when possible, the rate of compensation, shall be clearly set forth. The qualifications set forth for a particular position shall not be changed after posting as set forth in Section 1 of this Article. The Board may also advertise for and consider applicants from outside Rockaway Township School System.

3. All qualified teachers shall be given adequate opportunity to make application, and no position shall be filled until all properly submitted applications have been considered. Whenever possible, appointments shall be made not later than sixty (60) days after the closing date for applications for the specific position vacancy.

B. Custodians/Maintenance - Promotions/Layoffs

1. The Board agrees to post promotional openings to higher paid positions such as head custodians and maintenance employees positions. Copies thereof shall be forwarded to the Secretary of the Association for posting on the Association bulletin board.
 - a. Qualified persons from staff will be given full consideration for promotion. Seniority will be recognized but not as a sole factor.
 - b. When openings in the maintenance classifications occur, consideration shall be given to qualified custodial staff personnel.
2. When the Board determines that a vacancy exists or when a "current" employee is hired for a posted position and a vacancy is created in the job that the employee left/vacated, then the Board shall:
 - a. Post, and send to the head custodian/maintenance person, notices of any such vacancy in all buildings with such information as job title, salary range, qualifications, duties and last date applications will be accepted. All available positions will be posted internally first. All openings shall be posted for a minimum of five (5) calendar days.
 - b. In no case shall the time between the posting of the vacancy and the deadline for making application be less than five (5) working days, nor more than seven (7) working days.
 - c. Any employee who does not submit his/her bid within the aforesaid time period shall have no right to fill that particular position.

C. Secretaries

- a. Qualified employees will be given first consideration for promotion.
- b. A notice will be posted in all school buildings concerning available openings for bargaining unit positions. However, if a position becomes available during the summer months, the Human Resources Manager will notify Associations members.
- c. Within five (5) days of posting, any employee within the bargaining unit who desires to apply for the position shall submit his/her application to the designated Supervisor.
- d. It is understood and agreed that the Board may simultaneously advertise the opening and that there is no obligation to fill the position from within the bargaining unit. The Board agrees to consider all applications but it is understood and agreed that the Board has complete discretion to make the final decision concerning the filling of the position.
- e. Any reclassification of positions must be negotiated with the bargaining unit.
- f. Any part time or ten month member of the Association who accepts a twelve month position shall be given credit for his/her total years in a secretarial/clerical position for the purpose of determining vacation entitlement. This clause is retroactive for any current member of the Association who did not receive credit toward a vacation when they moved from a part-time or a ten month position to a twelve month position.

- g. Any ten month employee who accepts a twelve month position shall have his/her salary annualized based upon his ten-month salary.
- h. Any employee who accepts a promotion to a higher grade level shall have his/her salary increased by \$1500 per grade level which will add to the base salary.

D. Layoffs

In the event layoffs become necessary, seniority shall be the determining factor within classifications and provided the employee is qualified to perform the work without further training.

**ARTICLE XXIX
BEDSIDE TEACHING**

- A. Teachers interested in bedside instruction shall notify their building principal who shall recommend to the Superintendent teachers to fill bedside assignments.
- B. See Current stipend rate.

**ARTICLE XXX
SUMMER SCHOOL**

- A. All professional positions in the summer school shall be adequately publicized by the Superintendent in accordance with the established procedure. Summer school openings shall be published as soon as possible after awareness of vacancies and teachers shall be notified as soon after May 30 as possible.
- B. The Board shall assume the responsibility for providing all necessary materials and supplies before the summer school session begins so that all programs can commence on the first day.
- C. Salaries for summer school/enrichment sessions will be based on the current stipend hourly rate.
- D. All coordinators of the summer school session shall receive an additional stipend which shall be subject to negotiations between the parties.
- E. Individual summer school teachers shall not be required to work on the Friday preceding a Saturday, July 4th. Individual summer school teachers shall not be required to work on the Monday following a Sunday, July 4th. This legal holiday may be taken without penalty. However, the teacher may be required to make-up the day to fulfill the total summer school workday obligation required of all summer school teachers.

**ARTICLE XXXI
TEACHERS' FACILITIES**

- A. To the extent that facilities permit, the Board shall make available a properly furnished lounge and/or work study room for teachers in each building. When practicable and possible, lavatory facilities exclusively for teacher use shall also be made available.

- B. The Board shall keep the schools reasonably and properly equipped and maintained, including appropriate storage facilities in each classroom for teaching materials, subject to budgetary limitations.
- C. Upon request of the Association, vending machines shall be installed in the teacher's lounge. The Association shall assume full and clear responsibility for these machines and for all costs related thereto.
- D. In each school building, two (2) computers will be made available for teacher use.

**ARTICLE XXXII
TEACHERS' PROFESSIONAL DEVELOPMENT**

- A. All fully certified personnel shall receive tuition reimbursement for graduate credit hours subject to the following conditions:
 - 1. The application for tuition reimbursement shall be made in writing to the Superintendent. The Superintendent shall notify the applicant of approval or disapproval within five (5) working days of receipt of the application. In the event that a previously approved course is closed at the time of registration, a matriculated student may enroll in another course with the approval of his advisor. Non-matriculated students may enroll in another course, later seeking the approval of the Superintendent or designee, in order that the students may withdraw from the course, if necessary.
 - 2. To be reimbursed, students must pass the course.
 - 3. Tuition receipt must be presented to Board Office.
 - 4. Maximum of nine (9) credit hours between September 1 and August 31 of the following year, except that first year teachers shall be limited to six (6) credit hours of reimbursement.
 - 5. Recipient must be an employee of the school district to receive payment.
 - 6. The tuition rate shall not exceed the average tuition credit or rate at Montclair State College, William Paterson College, Kean College, and Rutgers University.
 - 7. Section 127 Educational Assistance Plan shall be utilized for up to the nine (9) credit limit for tuition reimbursement only.
- B.
 - 1. In order to receive tuition reimbursement, all paperwork must be submitted to the Personnel Office within sixty (60) days of the completion of each course taken.
 - 2. Appropriate payment for tenured employees shall be made within sixty (60) days after proper claim is presented to the Board office.
 - 3. Non-tenured personnel shall receive payment in three (3) equal annual installments; first payment to be made within sixty (60) days after proper claim is presented to the Board Office.

- C. Reimbursement shall be limited to courses taken within the continental United States.
- D. Approved courses must be designed and intended to improve the teacher's performance in his or her classroom or area of assignment. Internet, video and correspondence courses from accredited institutions of higher education shall be eligible for tuition reimbursement when they receive the prior approval of the Superintendent.
- E. In-service workshops will be considered for credit toward salary scale advancement as follows:
1. Certified staff can apply in-district in-service workshops for movement on the salary guide only if the course work is approved by a district administrator and pre-approved by the Superintendent.
 2. Certified staff who require specific course work for maintenance of licensure or where in-district in-service courses do not address their area of certification or licensure can apply out-of-district in-service workshops for movement on the salary guide. All in-service workshops must be approved by the Superintendent or designee prior to acquisition.
 3. One (1) in-service workshop credit may be approved for ten (10) hours of course work when those hours are accumulated beyond the contractual work day without pay compensation and with a pre-approval of the Superintendent or designee.
 4. Movement from a step on one scale to the corresponding step on the next higher scale becomes effective on September 1 of the year in which the teacher has furnished the Superintendent acceptable evidence of the completion of the study required for placement on the higher scale. Acceptable evidence of the completion of the course work must be furnished to the Superintendent not later than September 10 of the year in which the salary change is to be initiated. Payment for salary reclassification is not retroactive, but is initiated on September 1 of the year the level of training has been duly certified to and accepted by the Superintendent or designee.
- F. Website Notification
1. The following statements concerning incentive credit for qualified teachers attending District professional development workshops shall appear on the Board website:
 - a. "A professional line of credit incentive is offered to those teaching faculty members who are currently at the doctorate or MA+60 levels. Courses taken prior to the teacher reaching these steps on the salary guide will not qualify for the incentive. Credit is given for completing approved in-district workshop courses only. \$100.00 of professional credit is earned for every ten (10) hours of instruction and will be banked for one (1) year for each credit of staff development completed. For example, an incentive earned in February of the current year will remain accessible until February of the next year. Accumulated credit may be used to purchase materials for classrooms, home offices, professional materials, technology tools, or to attend a conference or workshop. While purchases made with incentive credits are considered to be the teacher's property, it is expected that they will be used to

enhance the educational experiences of the students. Contact the Office of the Superintendent prior to making a purchase for further details.”

A contact person familiar with the requirements of the incentive program will be identified by the administration, and her/his name will be included on the web page for the 2012-2013 year.

ARTICLE XXXIII INSTRUCTIONAL COUNCIL

The Board recognizes the value of an Instructional Council and to that end such a Council has been established. Any future changes in the purposes and procedures of the Instructional Council shall be made by mutual consent between the Board of Education and the Rockaway Township Education Association.

ARTICLE XXXIV MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The teachers recognize that they bear the primary responsibility for maintaining proper control and discipline in the classroom, but the Board must recognize its responsibility to provide the teachers with administrative backing and support. The teachers also recognize that all disciplinary actions and methods invoked by them shall be reasonable and just in accordance with established Board policy. However, if the teacher exhausts all reasonable methods of student control, he/she shall report the name of each problem student to the principal for specific assistance from skilled personnel.
- B. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately to the Superintendent or designee.
- C. The Board agrees to reimburse the injured teacher for all loss to personal property incurred in such School-centered incidents with the exclusion of all items already covered by insurance. Also, any time lost by such teacher not covered by workmen's compensation shall not be charged against the teacher. The Board shall not be required to bear these expenses if a teacher is adjudged guilty of a violation of lien by a court of competent jurisdiction.

ARTICLE XXXV TEACHERS' PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his/her assigned functions during the workday.
- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Rockaway Township School District. Free discussion of controversial issues is the heart of the democratic process. Through the study of such issues (political, economic, or

social), youth develop those abilities needed for functional citizenship in our democracy. Whenever appropriate for the maturation level of the group, controversial issues may be studied in an unprejudiced and dispassionate manner. It shall be the duty of the teacher to foster the study of an issue and not to reach a particular viewpoint in regard to it.

**ARTICLE XXXVI
SECRETARY VACATIONS**

A. Twelve month employees shall be eligible for annual vacations as follows:

Years of Service	Vacation
0-1	2 weeks
5	3 weeks
10	4 weeks
11	4 weeks plus 1 day
15	4 weeks plus 2 days
18	4 weeks plus 3 days
19	4 weeks plus 4 days
20	5 weeks

- B. During vacations which occur during the school term, all twelve month employees will work a sufficient number of days on a rotation basis in a mutually agreeable arrangement between the superintendent and Human Resources manager. In no event shall said force exceed one-half the available personnel.
- C. All twelve month employees shall adjust their vacation period according to the demands of the office work schedule. The Superintendent and Human Resources Manager shall arrange such a schedule on a rotating basis to service their needs.
- D. Vacation time shall not be carried over from one year to the next unless some part of it shall not have been taken at the Board's request. In such event the employee may, at his/her option, carry the unused portion over to the following year or be paid on the basis of the salary in effect when the vacation was earned.
- E. Ten month employees shall follow the school calendar

**ARTICLE XXXVII
SECRETARY HOLIDAYS**

- A. All twelve month employees shall be given the following holidays and any additional days allocated for such employees by the Board:
- B. New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Veterans' Day, Thanksgiving Day and the Friday following, Christmas Day and early release on Christmas Eve Day and New Year's Eve Day when schools are closed.
- C. Release time shall be 1:00 and employees shall work through their lunch period. Holidays shall be taken the day before or after when they fall on the weekend. Three (3) additional holidays shall be granted on based on the school calendar and by mutual agreement.
- D. Ten month employees shall follow the school calendar

**ARTICLE XXXVIII
CUSTODIANS/MAINTENANCE PERSONNEL UNIFORMS**

- A. Upon completion of a sixty (60) day probationary period, custodial employees will be supplied with three (3) sets of uniforms annually. Maintenance Personnel and the Maintenance Clerk will be supplied with four (4) sets of uniforms annually. A set is defined as consisting of one (1) pair of pants and one (1) shirt (either a long or short sleeve shirt).
- B. Female Custodians/Maintenance Personnel shall receive an annual clothing allowance of \$150.00 in lieu of uniforms and coveralls, provided in Paragraph A hereof, with which money uniforms are to be purchased.
- C. Uniforms shall be ordered for employees no later than June 1 preceding the contract year.
- D. Foul weather gear, including boots, goggles and rain gear jackets, shall be provided for maintenance employees and it is understood and agreed that this equipment is the property of the Board of Education and shall not be removed from Board of Education premises. A new winter jacket shall be purchased every three years with new employees receiving a jacket on next rotation.
- E. All bargaining unit employees shall wear Board provided uniforms at all times while on duty.
- F. Each unit member will receive a shoe allowance of \$150.00 for the 2012-13 school year; \$150.00 for the 2013-14 school year; and \$150.00 for the 2014-15 school year. This allowance will be paid upon submission of proof of payment for an appropriate pair of work shoes. Appropriate work shoes must be worn on the job by all employees.
- G. The Board shall provide photo identification badges that employees shall carry while performing their duties.

**ARTICLE XXXIX
CUSTODIANS/MAINTENANCE VACATIONS**

- A. All contractual employees of the Association shall be granted annual vacations based on the following schedule:

1 year -	-	2 weeks
2 years -		2 weeks and 2 days
3 years -		2 weeks and 3 days
4 years -		2 weeks and 4 days
5 years -		3 weeks
6 years-		3 weeks and 1 day
7 years-		3 weeks and 2 days
8 years-		3 weeks and 3 days
9 years-		3 weeks and 4 days
10 years -		4 weeks
- B. All employees will schedule vacation at a time mutually agreeable to the employer and may be consecutive if desired by the employee.

- C. Head Custodian/Maintenance will not schedule vacation time on the last two weeks of August or the first week of September. Head Custodians who work at schools that are open for summer sessions will not take vacations during that period. However, after the first year of service, Head Custodians will be permitted to take vacation days during the month of July with prior approval by the School Business Administrator.
- D. Employees will be supplied with vacation forms by April 1 of each school year, which forms shall be returned to the Board by May 1, and the employee shall set forth thereon the vacation period the employee desires. The Board shall post a vacation schedule by June 1. In the event an employee fails to return the form within the time period herein specified, then, in the event of conflict, the employee shall have no recourse to assert his/her seniority rights.
- E. Seniority shall be the determining factor when vacation requests conflict with one another.
- F. Annual vacation benefits for a given school year shall be based on the employee's full and complete years of service in the district as of June 30th of the preceding school year.

1. For the purpose of clarification:

An employee's number of full years of service on June 30th shall determine the vacation period to which he/she will be entitled for the school year beginning July 1st of the previous calendar year. An employee who started in the district on November 4th, and will have completed three (3) full years of service by June 30th of the current school year will, therefore, be entitled to the benefits listed for employees with three (3) years of service - two weeks and three days.

2. First year employees:

Employees who have completed less than one (1) full and complete year of service by June 30th shall be entitled to a vacation equivalent to 10/12 of one day for each month of service completed by June 30th.

For the purpose of clarification:

During the school year July 1st through June 30th, a first year employee who started after the first day of:

July	- Shall be entitled to	9 days
August	-	8 days
September	-	8 days
October	-	7 days
November	-	6 days
December	-	5 days
January	-	4 days
February	-	3 days
March	-	2 days
April	-	2 days
May	-	1 day
June	-	0

ARTICLE XL CUSTODIAN/MAINTENANCE HOLIDAYS

- A. All contractual employees of the Association shall be granted ten (10) days annually, to include the following basic days: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and the Friday after Thanksgiving, Christmas Day, one-half day on Christmas Eve, and one-half day on New Year's Eve.
- B. Two (2) additional days by mutual agreement with school calendar as guide.
- C. If a holiday falls on a weekend, another closed day on the school calendar shall be granted after agreement between the Superintendent and his/her designee and the Association as to what the other day shall be.

ARTICLE XLI CUSTODIAN/MAINTENANCE EMPLOYER OR ASSOCIATION MEETINGS

- A. Employer/Employee Relations Meeting
 - 1. The Board shall grant time off with pay and provide adequate coverage to allow Association representatives to participate in employer/employee relations meeting. Such meetings shall be on a mutually agreed upon schedule.
 - 2. Meetings may include discussions relating to safety and human relations, but shall not include discussions of grievances.

- B. Association Meetings

1. The Association shall notify the Board at least seventy-two (72) hours in advance of its intent to use the facilities for meetings and the Board shall grant permission for the use of said facilities provided there is no conflict with normal school activities.
2. The Association may provide a bulletin board at each school in the Boiler Room and/or Maintenance Department upon which it may post notices to its membership.

**ARTICLE XLII
CUSTODIAN/MAINTENANCE PAYMENT AT RETIREMENT**

- A. Effective July 1, 1989, each employee shall be entitled, upon retirement for service and age or disability from a state administered retirement system, to receive a lump sum payment for one-fourth of the earned and unused accumulated sick leave which is credited to him/her on the effective date of his /her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment.
- B. Such supplemental compensation shall be computed as follows: The employee shall receive upon retirement one (1) day's pay for each four (4) days of earned and unused accumulated sick leave, less any leave days used in the five (5) years preceding retirement, except for funeral leave or jury duty, and prorated for reduced sick leave entitlement resulting from an employee's retirement prior to the conclusion of any school year. The per diem rate for calculating such supplemental compensation shall be 1/240 of the salary received during the last year of employment, provided, however, that no such lump sum supplemental compensation payment shall exceed \$6,000.
- C. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1st of the year prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1st for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates a valid reason to waive the November 1 notice date, he/she will receive the benefits provided for. The Board, however, may defer payment of all or part of the benefit to the year following the retirement.
- D. Employees who would otherwise be eligible for compensation pay at retirement, but do not retire from the employ of the Board because of death, shall have payment for any eligibility for compensation made to their estate.

**ARTICLE XLIII
STAFF ASSISTANTS PAYMENT AT RETIREMENT**

- A. Each employee shall be entitled, upon retirement for service and age or disability from a state-administered retirement system, to receive a lump sum payment for one-third of the earned and unused accumulated sick leave which is credited to him/her on the effective date of his /her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment. A minimum of five (5) years service is required for eligibility.

- B. Such supplemental compensation shall be computed as follows: The employee shall receive upon retirement one (1) days pay for each three (3) days of earned and unused accumulated sick leave, and prorated for reduced sick leave entitlement resulting from an employee's retirement prior to the conclusion of any school year. The per diem rate for calculating such supplemental compensation shall be 1/180 of the salary received during the last year of employment.
- C. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1 of the prior year on which the retirement becomes effective. However, the Board will consider waiving the sixty-day notice in cases of emergency or unexpected circumstances.
- D. A cap on the supplemental compensation will be established at \$2,500.00.

**ARTICLE XXIV
SECRETARY PAYMENT AT RETIREMENT**

- A. Effective July 1, 1989, each employee shall be entitled, upon retirement for service and age or disability from a state administered retirement system, to receive a lump sum payment for one-third of the earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment.
- B. Such supplemental compensation shall be computed as follows: the employee shall receive upon retirement one (1) day's pay for each three (3) days of earned and unused accumulated sick leave, and prorated for reduced sick leave entitlement resulting from an employee's retirement prior to the conclusion of any school year. The per diem rate for calculating each supplemental compensation shall be 1/200 of the salary received for ten (10) month employees of 1/240 or the salary received for twelve (12) month employees.
- C. Notification of intention to claim the benefits provided herein must be made in writing to the Board on or before sixty (60) days prior to the date on which the retirement becomes effective. However, the Board will consider waiving the sixty (60) day notice in cases of emergency or unexpected circumstances.
- D. There will be a Cap on total payment per employee at \$6000.00 except for those employees above \$2500.00 as of July 1, 1995. All employees above \$2500.00 according to schedule C below will earn \$50.00 for each sick day accumulated above their total as of July 1, 1995. *(Example- employee "A" has a currently valued sick-day payout of \$3,250.00 as of July 1, 1995. They accumulate 10/12 more sick days as of July 1996. These days are worth \$500.00/\$600.00 which, added to the original total of \$3,250.00, now is worth a grand total of \$3,750.00/\$3,850.00.)*

SCHEDULE C

Name	Days/year	Salary 95-96	Daily Rate	Sick Days	Payout Days	Sick Days Payout
Bruseo,	200	\$21,97	\$105.99	62.5	20.83	\$2,208.02

Linda						
Muscolino, Rosemary	200	\$20,760	\$103.80	48.5	16.17	\$1,679.10
Newsome, Marie	200	\$21,356	\$106.78	37	12.33	\$1,316.95
Zielinsky, Patricia	200	\$21,197	\$105.99	98	32.67	\$3,462.18

*Sick day payout will be calculated upon retirement in accordance with Article XVI(D)

** Also included are the exempt secretaries: Kathy Murphy.

**ARTICLE XLV
FILLING VACANCIES STAFF ASSISTANTS**

- A. All openings for staff assistants' positions in the district will be posted in all schools as far in advance as applicable. A copy of all vacancy postings shall be given to the president of the Association.
- B. Qualified staff assistants will be given first consideration for filling vacant positions. It is understood and agreed that the "Board" may simultaneously advertise the opening and that there is no obligation to fill the position from within the bargaining unit. The "Board" agrees to consider all applications but it is understood and agreed that the "Board" has complete discretion to make the final decision concerning the filling of the position.
- C. Any part-time staff assistant moving to full-time employment as a staff assistant will receive full credit for years worked. i.e. 1 year part-time = 1 year full-time

**ARTICLE XLVI
REDUCTION IN FORCE STAFF ASSISTANTS**

- A. Any anticipated or planned reduction in the number of staff assistants employed in the school district shall not be implemented or effected without sixty (60) days notice to the President(s) of the Rockaway Township Education Association. Following such notice, a meeting between the representatives of the Association and representatives of the "Board" shall occur at least thirty-one (31) days prior to the effective date of the anticipated or planned reduction, at which meeting the Association representatives will be apprized of the details of the planned reduction in force.
- B. Staff assistants shall be evaluated no less than once per year by the building Principal who will include teacher input where appropriate. Procedures for evaluation and criteria for same shall conform to existing policies and practices to date. The Rockaway Township Education Association shall receive, upon request, a distribution and copy of evaluation policy and criteria pursuant to which staff assistants are evaluated. Staff assistants shall ordinarily be notified of continued employment pursuant to the terms of this Article, not later than April 30th of the existing school year. There shall be no change in the procedures and practice for the evaluation of employees set forth in this paragraph without prior discussion between the Association and the Board representatives.
- C. It is agreed that seniority will be used as a strong factor in the event of a Reduction in Force of the Staff Assistants. Seniority will be based on actual time worked in one or more of the following specific categories. Work in each category cannot be combined. The categories are:

1. Special Education
 2. Autistic/M.D.
 3. Clerical/General
 4. Bus/Transportation
- D. Every one year of part-time employment will be considered as the equivalent of one year of full-time employment.
- E. Any full-time staff assistants who are reduced to part-time employment and then go back to full-time will not lose seniority.
- F. Every attempt will be made to implement this section with the least possible effect upon the Association.

ARTICLE XLVII
EDUCATIONAL ADVANCEMENT STAFF ASSISTANTS/PROFESSIONAL DEVELOPMENT
FOR STAFF ASSISTANTS AND SECRETARIES

A. Staff Assistants

Salary adjustments due to education credits earned by members of the Association will be based upon the following criteria:

1. Each credit is equal to ten (10) hours of formal instruction or attendance at approved courses, workshops or seminars.
2. A salary increase of \$200.00 for each five (5) credits earned will be applied to the base pay of the member for the school year following the accumulation of the five (5) credits. The school year will be from July 1 to June 30.
3. No credit will be given for any courses, workshops or seminars that take place during the regular workday.
4. Approval of immediate supervisor as well as the Superintendent of Schools must be obtained in advance of attendance at course, workshop or seminar whether it is taken for credit or reimbursement. Approval will be based upon applicability of course, workshop or seminar to current assignment of member.
5. Validation of attendance or transcript of completed work will be required for application of credit.

B. Secretaries

1. Secretaries will be eligible for reimbursement for any course work taken to improve their skills or for course work leading to a degree in a job-related field as determined by the Superintendent. The secretary must submit a written request in advance of registration for approval by the Superintendent. Full tuition reimbursement will be paid after successful completion of course work. The secretary will guarantee employment for one full year after reimbursement is received or will repay the Board for the full amount.

**ARTICLE XLVIII
MISCELLANEOUS PROVISIONS**

- A. This Agreement constitutes Board policy for the terms of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but in all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling; nor shall there be any verbal understanding which circumvents this Agreement, unless by mutual agreement of the Board and the Association.
- D. Copies of this Agreement shall be provided at the expense of the Board and the Association within a reasonable amount of time after the Agreement is signed and presented to all employees covered by this Agreement now employed or hereafter employed. Any person considered for employment by the Board shall have made available to him/her a copy of the contract for inspection at the Board offices. The contract shall be prepared in booklet form. The Board will supply five (5) copies of the booklet to the Association. Should the Association desire any additional copies, it may arrange for the purchase of same.
- E. The Board will continue to provide field trip experiences, including those which extend beyond the normal school day.
- F. Supplemental teachers will continue to receive existing pro-rated benefits. Supplemental teachers will not receive benefits which they do not presently receive, such as insurance coverage
- G. Teachers' Extended Field Trip

Administrative day shall be:

- 1. Compensatory Day for extended day trip.
- 2. Recorded as an Administrative Day for Personnel Records
- 3. Carried into next year, but utilized prior to the extended day field trip in the next year.
- 4. May be used in accordance with the procedures for utilization of a personal day except that with prior approval and at the discretion of the Superintendent. The administrative day may be used to extend a vacation or a holiday period.
- 5. Non-cumulative and may not be added to any other days such as sick or personal days.
- 6. Calculated as the time beyond the length of a teacher's workday for the extended day field trip.

H. Public Relations Material

The Board agrees to make available to the Association, in response to reasonable requests advance notice, data pertinent to the school district that is made available to residents of the Township of Rockaway.

I. Security

Whenever the Board may determine it advisable to utilize custodial and maintenance employees for security purposes, security patrols shall be selected on a rotating seniority basis.

J. Mileage

When authorized by the Board or its designee, custodial and maintenance employees shall be paid the at the State OMB rate for the use of the employee's personal vehicle.

K. Safety

Unsafe or hazardous conditions shall be reported on the form provided by the Board.

The Board shall provide a form in each building by means of which a custodian/maintenance person shall report damage, unruliness, or other misuse of the building by outside groups.

The Board and the Association agree to enter into discussions concerning safety problems and the formulation of safety program.

L. Accidents

Any custodian/maintenance person who sustains an injury on the job shall report the injury to his/her immediate supervisor (either the Head Custodian/Maintenance Person or the Supervisor of Buildings & Grounds) and provided he/she is then able to do so shall also report the injury to the building nurse on the day shift. The injured custodian/maintenance person shall complete an Accident Report form supplied by the Board before the end of the work shift and shall turn same over to his/her supervisor.

This clause pertains to those injuries sustained while a custodian/maintenance person is "on-site." The insurance coverage is provided under workmen's compensation rules in this instance only.

All other injuries, including those sustained while in transit to work, are covered under separate insurances including major medical and hospitalization.

M. Staff Assistants shall have the right to examine his/her personnel file.

Whenever any representative of the Association or any Staff Assistant is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

ARTICLE XLIX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2012 continuing in full force and effect until June 30, 2015.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. IN WITNESS WHEREOF the parties hereto have caused this Abbreviated Contract to be signed by their respective presidents and attested by their respective secretaries.

Michael P. Friedberger 12-6-12
President of the Board Date

[Signature] 12/3/12
President of the Association Date

[Signature] 12/6/12
Secretary of the Board Date

[Signature] 12/3/12
Secretary of the Association Date

SCHEDULE A-1

TEACHERS SALARY GUIDE
SCHOOL YEAR 2012-2013

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1-2	52,392	52,992	53,592	56,292	56,892	57,492	58,092	58,692	59,892
3	53,572	54,172	54,772	57,472	58,072	58,672	59,272	59,872	61,072
4	53,572	54,172	54,772	57,472	58,072	58,672	59,272	59,872	61,072
5	54,752	55,352	55,952	58,652	59,252	59,852	60,452	61,052	62,252
6	54,752	55,352	55,952	58,652	59,252	59,852	60,452	61,052	62,252
7	55,952	56,552	57,152	59,852	60,452	61,052	61,652	62,252	63,452
8	55,952	56,552	57,152	59,852	60,452	61,052	61,652	62,252	63,452
9	57,212	57,812	58,412	61,112	61,712	62,312	62,912	63,512	64,712
10	58,482	59,082	59,682	62,382	62,982	63,582	64,182	64,782	65,982
11	59,752	60,352	60,952	63,652	64,252	64,852	65,452	66,052	67,252
12	61,022	61,622	62,222	64,922	65,522	66,122	66,722	67,322	68,522
13	62,292	62,892	63,492	66,192	66,792	67,392	67,992	68,592	69,792
14	63,562	64,162	64,762	67,462	68,062	68,662	69,262	69,862	71,062
15	64,832	65,432	66,032	68,732	69,332	69,932	70,532	71,132	72,332
16	66,632	67,232	67,832	70,532	71,132	71,732	72,332	72,932	74,132
17	69,557	70,157	70,757	73,457	74,057	74,657	75,257	75,857	77,057
18	72,747	73,347	73,947	76,647	77,247	77,847	78,447	79,047	80,247
19	76,202	76,802	77,402	80,102	80,702	81,302	81,902	82,502	83,702
20	79,922	80,522	81,122	83,822	84,422	85,022	85,622	86,222	87,422
21	83,907	84,507	85,107	87,807	88,407	89,007	89,607	90,207	91,407
22	88,157	88,757	89,357	92,057	92,657	93,257	93,857	94,457	95,657

SCHEDULE A-2

TEACHERS SALARY GUIDE
SCHOOL YEAR 2013-2014

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	53,217	53,842	54,467	57,282	57,907	58,532	59,157	59,782	61,032
2-3	53,817	54,442	55,067	57,882	58,507	59,132	59,757	60,382	61,632
4	55,017	55,642	56,267	59,082	59,707	60,332	60,957	61,582	62,832
5	55,017	55,642	56,267	59,082	59,707	60,332	60,957	61,582	62,832
6	56,272	56,897	57,522	60,337	60,962	61,587	62,212	62,837	64,087
7	56,272	56,897	57,522	60,337	60,962	61,587	62,212	62,837	64,087
8	57,527	58,152	58,777	61,592	62,217	62,842	63,467	64,092	65,342
9	57,527	58,152	58,777	61,592	62,217	62,842	63,467	64,092	65,342
10	58,797	59,422	60,047	62,862	63,487	64,112	64,737	65,362	66,612
11	60,067	60,692	61,317	64,132	64,757	65,382	66,007	66,632	67,882
12	61,337	61,962	62,587	65,402	66,027	66,652	67,277	67,902	69,152
13	62,607	63,232	63,857	66,672	67,297	67,922	68,547	69,172	70,422
14	63,877	64,502	65,127	67,942	68,567	69,192	69,817	70,442	71,692
15	65,147	65,772	66,397	69,212	69,837	70,462	71,087	71,712	72,962
16	66,417	67,042	67,667	70,482	71,107	71,732	72,357	72,982	74,232
17	68,217	68,842	69,467	72,282	72,907	73,532	74,157	74,782	76,032
18	70,807	71,432	72,057	74,872	75,497	76,122	76,747	77,372	78,622
19	73,727	74,352	74,977	77,792	78,417	79,042	79,667	80,292	81,542
20	76,977	77,602	78,227	81,042	81,667	82,292	82,917	83,542	84,792
21	80,557	81,182	81,807	84,622	85,247	85,872	86,497	87,122	88,372
22	84,467	85,092	85,717	88,532	89,157	89,782	90,407	91,032	92,282
23	88,707	89,332	89,957	92,772	93,397	94,022	94,647	95,272	96,522

SCHEDULE A-3

TEACHERS SALARY GUIDE
SCHOOL YEAR 2014-2015

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1-2	54,470	55,095	55,720	58,535	59,160	59,785	60,410	61,035	62,285
3-4	55,670	56,295	56,920	59,735	60,360	60,985	61,610	62,235	63,485
5	56,870	57,495	58,120	60,935	61,560	62,185	62,810	63,435	64,685
6	56,870	57,495	58,120	60,935	61,560	62,185	62,810	63,435	64,685
7	58,150	58,775	59,400	62,215	62,840	63,465	64,090	64,715	65,965
8	58,150	58,775	59,400	62,215	62,840	63,465	64,090	64,715	65,965
9	59,405	60,030	60,655	63,470	64,095	64,720	65,345	65,970	67,220
10	59,405	60,030	60,655	63,470	64,095	64,720	65,345	65,970	67,220
11	60,665	61,290	61,915	64,730	65,355	65,980	66,605	67,230	68,480
12	61,935	62,560	63,185	66,000	66,625	67,250	67,875	68,500	69,750
13	63,205	63,830	64,455	67,270	67,895	68,520	69,145	69,770	71,020
14	64,475	65,100	65,725	68,540	69,165	69,790	70,415	71,040	72,290
15	65,745	66,370	66,995	69,810	70,435	71,060	71,685	72,310	73,560
16	67,015	67,640	68,265	71,080	71,705	72,330	72,955	73,580	74,830
17	68,285	68,910	69,535	72,350	72,975	73,600	74,225	74,850	76,100
18	70,070	70,695	71,320	74,135	74,760	75,385	76,010	76,635	77,885
19	72,260	72,885	73,510	76,325	76,950	77,575	78,200	78,825	80,075
20	74,850	75,475	76,100	78,915	79,540	80,165	80,790	81,415	82,665
21	77,840	78,465	79,090	81,905	82,530	83,155	83,780	84,405	85,655
22	81,230	81,855	82,480	85,295	85,920	86,545	87,170	87,795	89,045
23	85,020	85,645	86,270	89,085	89,710	90,335	90,960	91,585	92,835
24	89,210	89,835	90,460	93,275	93,900	94,525	95,150	95,775	97,025

SCHEDULE B-1

CUSTODIANS SALARY GUIDE
SCHOOL YEAR 2012-2013

Step	Custodian
1-2	35,016
3	35,316
4	35,316
5	35,616
6	35,616
7	36,265
8	36,265
9	36,955
10	37,695
11	38,485
12	39,325
13	40,235
14	41,805
15	43,595
16	45,605
17	47,835
18	50,285
19	52,955
20	55,845

SCHEDULE B-2

CUSTODIANS SALARY
GUIDE SCHOOL YEAR 2013-2014

Step	Custodian
1	35,800
2-3	36,100
4	36,400
5	36,400
6	36,701
7	36,701
8	37,305
9	37,305
10	37,950
11	38,685
12	39,475
13	40,315
14	41,225
15	42,665
16	44,345
17	46,265
18	48,425
19	50,825
20	53,465
21	56,345

SCHEDULE B-3

CUSTODIANS SALARY GUIDE
SCHOOL YEAR 2014-2015

Step	Custodian
1-2	36,865
3-4	37,165
5	37,465
6	37,465
7	37,766
8	37,766
9	38,365
10	38,365
11	39,010
12	39,745
13	40,535
14	41,375
15	42,285
16	43,585
17	45,145
18	46,965
19	49,045
20	51,385
21	53,985
22	56,845

SCHEDULE C-1
MAINTENANCE SALARY GUIDE
SCHOOL YEAR 2012-2013

Step	Maintenance
1-2	37,816
3	38,116
4	38,116
5	38,416
6	38,416
7	39,065
8	39,065
9	39,755
10	40,495
11	41,285
12	42,125
13	43,035
14	44,605
15	46,395
16	48,405
17	50,635
18	53,285
19	55,755
20	58,645

SCHEDULE C-2

MAINTENANCE SALARY
GUIDE SCHOOL YEAR 2013-2014

Step	Maintenance
1	38,700
2-3	39,000
4	39,300
5	39,300
6	39,601
7	39,601
8	40,205
9	40,205
10	40,850
11	41,585
12	42,375
13	43,215
14	44,125
15	45,565
16	47,245
17	49,165
18	51,325
19	53,825
20	56,365
21	59,245

SCHEDULE C-3
MAINTENANCE SALARY GUIDE
SCHOOL YEAR 2014-2015

Step	Maintenance
1-2	39,865
3-4	40,165
5	40,465
6	40,465
7	40,766
8	40,766
9	41,365
10	41,365
11	42,010
12	42,745
13	43,535
14	44,375
15	45,285
16	46,585
17	48,145
18	49,965
19	52,045
20	54,385
21	56,985
22	59,845

SCHEDULE D-1

STAFF ASSISTANTS SALARY GUIDE
SCHOOL YEAR 2012-2013

Full Time

Step	Salary
1-2	16,370
3	16,470
4	16,570
5	16,670
6	16,670
7	17,020
8	17,020
9	17,435
10	17,435
11	17,855
12	18,275
13	18,695
14	19,115
15	19,535
16	19,955
17	20,375
18	20,795
OG	23,120

Part Time

Step	Salary
1	15.83
2	16.23
3	16.63
4	17.03

SCHEDULE D-2

STAFF ASSISTANTS SALARY GUIDE
SCHOOL YEAR 2013-2014

Full Time

Step	Salary
1-3	16,750
4	16,850
5	16,950
6	17,050
7	17,050
8	17,400
9	17,400
10	17,800
11	17,800
12	18,205
13	18,615
14	19,025
15	19,435
16	19,845
17	20,255
18	20,665
19	21,075
OG	23,400

Part Time

Step	Salary
1	16.16
2	16.56
3	16.96
4	17.36

SCHEDULE D-3

STAFF ASSISTANTS SALARY GUIDE
SCHOOL YEAR 2014-2015

Full Time	
Step	Salary
1-4	17,140
5	17,240
6	17,340
7	17,440
8	17,440
9	17,790
10	17,790
11	18,180
12	18,180
13	18,575
14	18,975
15	19,375
16	19,775
17	20,175
18	20,575
19	20,975
20	21,375
OG	23,700

Part Time

Step	Salary
1	16.51
2	16.91
3	17.31
4	17.71