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AGREEMENT

between

READINGTON TOWNSHIP BOARD OF EDUCATION

and

READINGTON TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 1995 through JUNE 30, 1997

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Poter A. Capodica, Bus. Admin.

October 5/ 1995/

MARTIN R. PACHMAN, P.C. 60 East Main Street Freehold, New Jersey 07728 (908) 780-5590

TABLE OF CONTENTS

111

ARTICLE #	TITLE	PAGE #
	PREAMBLE	1
r	RECOGNITION	2
II	NEGOTIATION PROCEDURE	3
III	GRIEVANCE PROCEDURE	5
IV	EMPLOYEE RIGHTS	10
v	BOARD RIGHTS	12
vi	ASSOCIATION RIGHTS & PRIVILEGES	13
VII	TEACHER EMPLOYMENT	15
VIII	SALARIES AND COMPENSATION	16
IX	HEALTH INSURANCE	19
x	TEACHER WORK YEAR, DAY & LOAD	20
XI .	TEACHER ASSIGNMENT	22
XII	SHORT-TERM & EXTENDED LEAVES	23
XIII	PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT	26
xiv	REPRESENTATION FBE	28
xv	SECRETARIAL TERMS AND CONDITIONS	31
xvi	CUSTODIAL TERMS AND CONDITIONS	34
XVII	MISCELLANEOUS PROVISIONS	37
XVIII	DURATION OF AGREEMENT	38
	APPENDIX A - 1995-96 SALARY GUIDE 1996-97 SALARY GUIDE CUSTODIANS - SALARY GUIDE SECRETARIES - SALARY GUIDE APPENDIX B	39 40 41 42

PREAMBLE

. 11

This Agreement is entered into this day of ,
1995 by and between the READINGTON TOWNSHIP BOARD OF EDUCATION in
the Township of Readington, the State of New Jersey (hereinafter
called the "Board"), and the READINGTON EDUCATION ASSOCIATION
(hereinafter called the "Association").

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 303,
Public Laws 1968, to negotiate with the Association as the
representative of employees hereinafter designated with respect to
the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

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RECOGNITION

A. For the period of this contract, the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all personnel under contract, or on an approved leave basis, employed by the Board, including the following:

Classroom teachers Special subject teachers Nurses Librarians Special Services personnel Secretaries Custodians

but excluding all other employees.

B. Unless otherwise indicated, the term "teacher," when used hereinafter in this Agreement, shall refer to any professional employee represented by the Association in the negotiating unit as above defined.

ARTICLE II

11

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all personnel, be reduced to writing and, after ratification by the Board and the Association, be signed by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall provide for inspection, upon reasonable request, such pertinent information regarding terms and conditions of employment, and benefits as is in the public domain.
- C. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of this Agreement, unless the legally designated negotiations representative has been changed,
- F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

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GRIEVANCE PROCEDURE

A. Purpose.

- 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to grievances which may arise affecting the terms and conditions of this Agreement, and to resolve such grievances as quickly as possible so as to assure efficiency and employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.
- 2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association.

B. <u>Definition</u>.

- allegation that there has been as to a particular individual employee or group of employees an improper application, interpretation, or a violation of the provisions of this Agreement, Board Policy or an administrative decision.
- 2. An "aggrieved person" is the person or persons making the claim that a grievance has occurred as to his/her terms and conditions of employment set_forth in the Agreement.
- 3. The term "grievance," and the procedure relative thereto, shall not be deemed applicable if either the alleged improper application, interpretation or violation of the Agreement,

or the redress sought concerns:

a. The failure or refusal of the Board to renew the contract of a non-tenured employee or to exercise the severance provision of any individual employment contract;

11

- b. In any matter wherein a specific method of review is set forth by law, or by any rule, regulation, or Order of the State Commissioner of Education, or the State Board of Education;
- c. Any complaint by any personnel occasioned by the non-renewal in any position for which tenure is either not possible or not required;

C. Procedure.

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

Sequence of Levels for Resolving Grievances.

Level One. Any employee having a grievance shall, within thirty (30) calendar days of the occurrence thereof or from when the employee could reasonably have been expected to have knowledge of the occurrence, submit said grievance in writing to the Building Principal or immediate superior and shall meet with the Principal? superior in an effort to resolve the matter.

Level Two. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no

decision has been rendered within ten (10) school days after the grievance was delivered to the Principal/superior, he/she may, within ten (10) school days after the decision or twenty (20) school days after the grievance was delivered to the Principal/superior, whichever is sooner, submit the grievance in writing to the Superintendent of Schools.

Level Three. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she may, within ten (10) school days after a decision by the Superintendent, or twenty (20) school days after the grievance was submitted to the Superintendent, whichever is sooner, submit the grievance to the Board of Education.

Level Four. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within thirty (30) school days after the grievance was delivered to the Board, the Association may, within ten (10) school days of the Board's decision, or forty (40) school days from the date on which the grievance was submitted to the Board, whichever is sooner, submit the grievance to binding arbitration if the grievance alleges a violation of the specific and express written terms of the Labor Agreement as defined in Section B.1 of this Article. On all other grievances, the decision of the Board will be final.

3. Procedure for Invoking Arbitration.

- a. The demand for a list of arbitrators shall be made to the Public Employment Relations Commission in accordance with its rules and regulations.
- b. The arbitrator shall be limited to the facts as presented to him/her in rendering his/her decision. He/she shall not have the authority to add to, modify, or detract from the specific and express terms of the Agreement. His/her decision shall be binding.
- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the costs of the hearing room, if any, shall be borne by the party who loses the grievance. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation.

- 1. Any aggrieved person may be accompanied at all stages, including Level One of the grievance procedure, by his/her representative. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2. Any participant in the grievance process shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal by reason of such participation.

E. Miscellaneous.

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may initiate such grievance by submitting it in writing to the Superintendent of

Schools directly, and the processing of such grievance shall be commenced at Level Two. This grievance shall be signed by at least one of the employees who claims to be an aggrieved person.

- 2. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 3. All meetings and hearings under this procedure shall not be conducted in public and shall include only the aggrieved person and his/her designated or selected representatives, Association representatives heretofore referred to in this Article, and appropriate administrative representatives.

ARTICLE IV

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EMPLOYEE RIGHTS

- A. The Board and the Association agree that employees shall have the right to form, join and support all lawful activities of the Association, or to refrain from such conduct.
- B. 1. No employee shall be disciplined without just cause. Disciplinary action may include, but not be limited to:
 - a. verbal reprimand
 - b. written reprimand
 - c. fine
 - d. suspension
- 2. The Board agrees to utilize the concepts of progressive discipline in its application of this Article, consistent with the circumstances surrounding the infraction and the disciplinary history of the employee.
- C. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter, the purpose of which is to adversely affect the continuation of that teacher in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
 - E. Any tenured teacher not residing in Readington Township

School District may request that any of his/her children be admitted as a student into the Readington Township Schools.

- 1. The Board and Superintendent shall decide whether there is appropriate space available for the child.
- 2. The Board shall decide what the tuition rate shall be for the child.
- 3. The employee shall accept whatever grade placement the district administrators feel is appropriate for the child.
- 4. The employee shall accept whatever classroom teacher(s) the child is assigned to by the district administrators and/or supervisors.
- F. The Board and the Association acknowledge that all employees shall be free from reprisal by either party based upon their legal activities on behalf of the Association or their determination to refrain from such activities.

ARTICLE V

21

BOARD RIGHTS

A. The Board, on its own behalf, on behalf of the citizens of the Township of Readington, New Jersey, subject to the limitations of this Agreement, hereby retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States of America, including, but not limited to the following:

With the advice and counsel of the Superintendent:

- to determine what is considered to be the school program or curriculum;
- 2. to introduce or modify co-curricular activities or other special school programs;
 - to select textbooks;
- 4. to determine the types and amounts of instructional materials and equipment to be available;
- 5. to set criteria for grade placement, promotion, and retention of pupils;
 - 6. to apply for and use federal or state funds;
- 7. to determine the number, type, assignments, and qualifications of additional personnel;
- 8. to form personnel evaluation reports, methods of making evaluations, and uses made of evaluations.

ARTIÇLE VI

11

ASSOCIATION RIGHTS & PRIVILEGES

- A. Release Time for Meetings. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in regular pay.
- B. <u>Use of School Property</u>. Representatives of the Association and its united affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

C. Use of School Buildings and Equipment.

- 1. The Association and its representatives shall have the right to use any of the school's buildings at all reasonable hours for meetings. The appropriate building Principal shall be notified in advance of the time and place of each such meeting.
- 2. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines and other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.

The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

3. The Association shall have, in each school building, use of a bulletin board in each faculty lounge and teachers' dining

room. The location of Association bulletin board in each room shall be designated by the Association.

The Association shall also be assigned adequate space on the bulletin board in each central office for Association notices.

Copies of all materials to be posted on such bulletin boards shall be given to the building Principal(s).

4. The Association shall have the right to use the inter-school mail facilities and school mail boxes, as it deems necessary, with the knowledge of the building Principal(s).

D. Leave for Association Officers.

- 1. The Board shall grant three (3) days' leave with pay to the President of the Association or his/her designated representative in order for him/her to conduct Association business on the county or state level.
- 2. Additional days may be granted at the discretion of the Superintendent.
- E. <u>Exclusive Rights and Privileges</u>. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Association's members and to no other organization.

ARTICLE VII

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TEACHER EMPLOYMENT

A. Each employee shall be notified of his/her contract and salary status for the ensuing contract year no later than April 30, or such other date as required by law.

ARTICLE VIII

SALARIES AND COMPENSATION

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A. All staff shall be compensated for all years of this Agreement in accordance with the salary guide attached hereto as Appendix A.

B. Payment of Salary.

- 1. Employees employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly or twelve (12) monthly installments.
- 2. Employees employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly or ten (10) monthly installments.
- 3. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- 4. Teachers employed on a ten (10) month basis shall receive their final checks on the last school day in June provided that final clearance has been obtained by the Principal or other immediate supervisor.

C. Extra Compensation.

- 1. Teachers assigned specific curriculum work or professional development activities beyond the work day shall receive Thirty (\$30.00) Dollars per hour.
- 2. Teachers assigned by the Board to supervise afterschool activities for which compensation has been approved shall be paid at the rate set forth in Appendix B.
 - 3. The Board agrees to pay Twenty-Five (\$25.00) Dollars

per hour, plus mileage expense when applicable, to an employee who is engaged in homebound instruction.

- 4. Nurses will stay for after-school activities, when needed, up to 5:30 p.m. Except in the event of an emergency, nurses will be advised of such assignment during the previous school day. Nurses will be paid at the rate of Twenty (\$20.00) Dollars per hour for such activity.
 - 5. Teachers employed for the summer school shall be paid at the rate of Thirty (\$30.00) Dollars per hour.
 - 6. <u>Bus Duty</u>. It being agreed between the Association and the Board that, although many of the extra duties or extracurricular activities to which teachers are assigned form a part of their regular duties or are of such a professional nature as to require no extra compensation, certain of the supervisory duties involved in connection with loading and unloading of school buses is of different nature and justifies an extra payment to the teachers performing such duties generally described below. The Board agrees, therefore, to pay Fifteen (\$15.00) Dollars per hour (pro-rated for fractions of an hour, but not for time spent which is less than ten (10) minutes) to any teacher assigned to such a duty.

Such compensable extra duty shall apply to teachers specifically assigned responsibility by the Superintendent for receiving and dismissing of the total transported student body.

The assignment of teachers to such duty shall be at the sole discretion of the Superintendent. He/she shall also be the

sole judge of the number of teachers required for such duty.

- D. Financial Compensation for Accumulated Sick Days.
- 1. Upon an employee's retirement or death, the Board shall pay said employee or his/her estate a stipend of Forty (\$40.00) Dollars for each unused sick day accumulated prior to June 30, 1989, a stipend of Fifty (\$50.00) Dollars for these days earned from September 1989 to June 30, 1992; and Sixty (\$60.00) Dollars per day for all days accumulated thereafter.

ARTICLE IX

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HEALTH INSURANCE

- A. The Board shall pay one hundred (100%) percent of the premium cost for employees and their dependents in accordance with the New Jersey Health Benefits (Blue Cross and Blue Shield with Major Medical) subscribed to by each employee.
- B. The Board shall pay one hundred (100%) percent of the premium cost of disability insurance as provided by the Union Mutual Life Insurance Company submitted as proposal #311096 by S. Thomas Bristow Associates of 7 Cedar Street, Frenchtown, New Jersey 08825.
- C. The Board shall pay one hundred (100%) percent of the premium cost of employee and dependent coverage of the Blue Cross and Blue Shield Dental Health Program.
- D. The Board shall pay one hundred (100%) percent of the premium cost of the employee, parent-child, and family plan for the prescription drug program, which provides co-pays of Five (\$5.00) Dollars for brand name drugs, One (\$1.00) Dollar for generic drugs, and \$0 for drugs ordered by mail as offered by the New Jersey State Health Benefits Program.

ARTICLE X

110

TEACHER WORK YEAR, DAY & LOAD

- A. The teacher work year shall consist of one hundred eighty (180) instructional work days plus an additional three (3) days to be utilized for professional purposes, including but not limited to orientation, in-service, and curriculum development. All days shall be full days except the days prior Winter and Spring recess.
- B. The elementary work day shall be seven (7) hours and five (5) minutes. There shall be ten (10) minutes in the morning and ten (10) minutes in the afternoon (before and after student arrival and departure) which will be unassigned time. The elementary duty-free lunch period shall be thirty (30) minutes per day. Each teacher shall receive an average of fifty-three (53) minutes of preparation time per day. The remainder of the school day shall be considered pupil contact/instructional time. Whenever a certified teacher is assigned to teach another teacher's class, the classroom teacher may leave the room with prior approval of the school Principal. Special teachers may be assigned lunch duty as part of their assignments. Travel time within the district for staff members shall not be counted as preparation time.
- C. The middle school work day shall be seven (7) hours and five (5) minutes. There shall be ten (10) minutes in the morning and ten (10) minutes in the afternoon (before and after student arrival and departure) which will be unassigned time as defined above. The middle school duty-free lunch period shall be at least twenty-five (25) minutes. Teachers in academic subjects will not

be required to teach more than five (5) classes, and will have one (1) preparation period and one (1) C.P.T. period daily. If special teachers (i.e., physical education, music, art, health, French and Spanish) teach in their respective disciplines a total of more than five (5) periods out of an eight (8) period day, they will have a duty-free lunch and one planning period a day. No other additional assignments, such as tutorials, homeroom, bus duty, lunch duty, lunch coverage or administrative assignment, etc. will be included in their daily schedule. Additional activities asked of these teachers (such as coaching, music, clubs, or other extra-curricular activities) will be accounted for as an after-school activity and will be regarded on the appropriate schedule for extra-curricular reimbursement.

- D. Elementary classroom teachers shall not be assigned to lunch duty. Elementary specials may be assigned lunch duty as part of their assignments. Travel time shall not be counted as preparation time.
- E. Teachers may not be required to remain beyond the work day for attendance at meetings more than three (3) times per month. These meetings shall not extend more than sixty (60) minutes beyond the work day. A schedule of these meetings will be published in advance.
- F. In the event that emergency coverage is necessary, teachers shall be assigned on a rotating basis and shall be compensated at Thirty (\$30.00) Dollars per hour commencing with the third coverage.

ARTICLE XI

11

TEACHER ASSIGNMENT

A. All teachers shall be given notice of their tentative salary schedules, class and/or subject assignments, building assignments, and room assignments for the forthcoming year not later than July 15 except in the event of extraordinary circumstances.

B. <u>Inter-School Assignments</u>.

- 1. Schedules of teachers who are assigned to more than one school in the district shall be arranged so that no said teacher shall be required to engage in an unreasonable amount of inter-school travel. Said teachers shall be notified of any changes in their schedules as soon as practicable.
- 2. Teachers who may be required to use their own automobiles in the performance of their duties, and teachers who are assigned to more than one school per day, shall be reimbursed for all such travel at the rate set by the IRS for all driving done between arrival at the first location at the beginning of their workday and departure from the last location.

ARTICLE XII

. 16

SHORT-TERM & EXTENDED LEAVES

- A. <u>Sick Leave</u>. Each teacher employed by the Board shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not he/she reports for duty on that day.
- 1. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. <u>Short-Term Leave</u>. The following leaves of absence may be granted:
- 1. Emergency leave, up to a maximum of three (3) days per school year, because of serious, illness or accident in the immediate family.
- 2. Emergency leave, up to a maximum of five (5) work days per death, if necessary, because of a death in the immediate family.
- 3. Immediate family, for purposes of illness or accident shall include the employee's spouse, child, parent, sibling, grandparent, aunt or uncle, or any person residing with the employee in a spousal relationship. For purposes of bereavement, the employee's grandchild, son-in-law, daughter-in-law, mother-in-law, or father-in-law shall be added, as well.

C. Child-Rearing Leave.

 Any employee who is medically disabled as a result of pregnancy shall be entitled to utilize sick leave to the same extent as available for any other disability.

- Child-rearing leave shall be available only upon the birth or adoption of an infant.
- 3. A child-rearing leave may be requested to commence at the beginning of the school year or semester immediately preceding the anticipated birth or adoption date, or at the end of any disability or family leave.
- 4. Such leave shall, for tenured employees, extend until the end of the school year in which it commences and may, with the approval of the Board, be extended for one additional year only.
- 5. For non-tenured staff, no child-rearing leave may extend beyond the end of the school year in which it commences.
- D. Leaves of absence for family illness shall be granted in accordance with the U.S. and New Jersey Family Leave Acts.

E. Personal Leave.

- 1. Each teacher shall be granted three (3) days leave from his/her duties for personal reasons for each school year. The teacher shall give notice to his/her Building Principal at least three (3) school days before such leave is taken, except in the case of an emergency. The applicant has only to say that he/she is going to take such leave and state the specific day(s).
- a. A teacher may not take a personal day before or after a school holiday or on a teachers' in-service workday.
- 2. Any personal day unused by the end of the school year shall be added to the employee's accumulated sick leave bank and utilized as sick leave as may be required in future years, or may be cashed out at the substitute rate in effect for that year, at

the end of the year.

F. Other Leave. Other leaves of absence, for hitherto unspecified reasons, may be granted upon the recommendation of the Superintendent and approval of the Board.

G. Leave Procedures.

- All requests for initial leaves of absence and extensions or renewals of leaves of absence shall be applied for in writing.
- 2. Upon recommendation of the Superintendent and approval of the Board, additional leave may be granted.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social changes, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principles of continuing training of teachers and the improvement of instruction.
- B. To work toward the ends stated above, the Board agrees to implement the following:
- To pay tuition costs at the current Rutgers, the State University of New Jersey rate for teaching staff.
- 2. This reimbursement shall be contingent upon receipt of a grade of B or better in graduate level courses deemed by the Superintendent to be relevant to the staff member's current assignment, taken at a State University or College.
- 3. The maximum number of credits eligible for reimbursement is nine (9) per year per employee.
- 4. Courses taken at other than a State University or College must have prior approval of the Superintendent and must be taken at an accredited institution of higher education. Maximum reimbursement will be at the Rutgers, the State University of New Jersey rate, under the same limitations and conditions as set forth in B.1 above.

- 5. Employees will be reimbursed for the cost of textbooks, to a maximum of Eighty (\$80.00) Dollars per course, upon submitting receipts.
- C. <u>Professional Day(s)</u>. The Superintendent may grant teachers a professional day(s) each school year to attend meetings, workshops, or other such events that will contribute to the teacher's professional growth.

ARTICLE XIV

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REPRESENTATION FEE

- A. <u>Purpose</u>. If any employee does not become a member of the Association during any membership year (i.e., September 1 to the following August 31), said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. <u>Notification</u>. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.
- On or about September 15 of each year, the Board will submit to the Association a list of all employees in the bargaining unit.
- 2. On or about December 1 of each year, the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.
- 3. The Association will notify the Board in writing of any changes in the list provided for in the preceding paragraph and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

- 4. On or about the last day of each month, beginning, with the month this Agreement becomes effective, the Board will submit to 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, social security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.
- C. <u>Deduction and Transmission of Fee</u>. The Board will deduct from the salaries of the employees referred to in paragraph 2 of the preceding subsection the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.
- 1. If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
- D. <u>Indemnification</u>. In consideration of the Board's participation as set forth herein, the Association agrees to indemnify, defend, and hold harmless the Board from any claim, suit, or other form of liability premised on its compliance with

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this paragraph. This shall include reimbursement for reasonable, counsel fees.

ARTICLE XV

SECRETARIAL TERMS AND CONDITIONS

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A. Work Day and Work Year

- The secretaries' work day shall be seven and onehalf (7 1/2) hours excluding the lunch break.
- 2. Secretaries shall have a duty free thirty (30) minute break for lunch between the hours of 11:00 a.m. and 1:00 p.m.
- Secretaries may leave the building during their duty-free lunch break.
- 4. Secretaries are expected to report to work unless notices of school closing due to inclement weather specifically mention, "schools and offices". If the district's offices are officially open, the Secretary is expected to make every reasonable effort to appear. Repeated failure to appear on such occasions may result in the employee being assessed one (1) vacation day for any subsequent failure to appear.

B. Overtime

1. Employees who work overtime shall be entitled to straight compensation for hours worked in excess of 37.5 hours but less than forty (40) hours. Hours worked in excess of forty (40) hours shall be compensated at time and one-half. The compensation for the first two and one-half (2 1/2) hours shall be in compensatory time off, and for any hours worked in excess of forty (40) hours may be either in cash or compensatory time off at the option of the employee.

- 2. Overtime shall be authorized by the employee's principal or other supervisor.
- 3. Any employee required to work on a school holiday will receive straight time compensation as defined above in addition to their regular day's pay.
- 4. Holidays and funeral days will count as days worked in the computation of overtime.

C. Holidays and Vacation

- Secretaries shall receive thirteen (13) paid holidays annually in accordance with the school calendar established by the Board of Education.
- 2. Secretaries will not be required to work during the winter break.
- 3. Secretaries in the employ of the district as of July 1, 1995, will maintain their current number of vacation days. Only ten (10) of those days will be granted during the school year.
- 4. Secretaries hired on or after July 1, 1995, shall receive vacation according to the following schedule:
- (a) Less than five (5) years by July 1 of that year -- ten (10) days. Only five (5) of those days will be granted during the school year.
- (b) Five (5) or more years by July 1 of that year fifteen (15) days. Only five (5) of those days will be granted during the school year.

D. <u>Compensation</u>

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1. Secretaries who are required to use their own

automobiles in the performance of their duties shall be reimbursed at the IRS rate.

- 2. For assignment to the calling of substitutes, the annual stipend shall be:
 - a) Middle School

1995-96 - \$1,355 1996-97 - \$1,409

b) Elementary Schools

1995-96 - \$834.00 1996-97 - \$867.00

E. Attendance At Association Meetings

 Any elected Association Representative, not to exceed one (1) secretarial staff member, will be permitted to attend Association meetings during working hours.

IVX

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CUSTODIAL TERMS AND CONDITIONS

A. Hours and Work Year

- 1. All full-time custodial personnel shall be employed on an annual twelve (12) month basis.
- 2. A full-time employee is defined as any employee who is regularly scheduled to work twenty (20) hours or more per week.

 All full-time employees shall receive all health benefits provided for in this agreement.
- 3. The custodial work day shall be eight (8) hours excluding the lunch/dinner break.
- 4. A duty-free half (1/2) hour for lunch/dinner shall be provided during the work day.

B. Overtime

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- 1. Custodians shall be paid overtime for all authorized hours worked beyond the regular work week forty (40) hours at the rate of time and a half.
- 2. All approved, unscheduled overtime not continuous with regular work hours shall be for a minimum of four (4) hours.
- 3. All overtime worked shall be distributed on a rotating seniority basis among the employees assigned to the building where the need arises. All overtime worked must be voluntary and mutually agreed to by the employee and supervisor. All overtime worked by each employee shall be posted in a conspicuous place.
 - 4. Holidays and funeral days will count as days worked

in the computation of overtime.

5. Overtime on holidays and vacation days will be paid at time and one-half plus the regular day's pay.

C. Holidays and Vacations

- Custodians shall receive thirteen (13) paid holidays annually in accordance with the school calendar established by the Board of Education.
- 2. Custodians shall be allowed one (1) vacation day for each month employed from the date of employment to July 1, with a maximum of ten (10) days. After the first year, the schedule will be as follows:
 - (a) Less than five (5) years by July 1 -- ten (10) days.
- (b) Five (5) years or more by July 1 fifteen (15) days.
- 3. Custodian as of July 1, 1995, who have earned a higher number of vacations days shall maintain that number for the life of this agreement.

D. Compensation

- 1. Custodians who are required to use their own automobiles in the performance of their duties shall be reimbursed at the IRS rate.
 - Stipend for Black Seal license:

\$100.00 1995-96 \$200.00 1996-97

3. Stipend for Head Custodian:

a) Middle School

\$5213.00 1995-96 \$5422.00 1996-97

b) Elementary School

\$3337.00 1995-96 \$3470.00 1996-97

E. <u>Miscellaneous</u>

- 1. Any elected Association Representative, not to exceed one (1) custodial staff member, will be permitted to attend Association meetings during working hours.
- 2. The Board of Education shall, at the sole and non-reviewable discretion of the Superintendent, reimburse custodial employees for the costs of all job-related courses successfully completed and licenses or certificates required by the Board.
- 3. The Board shall provide each custodian with five (5) uniforms consisting of a work shirt and slacks. Custodians are expected to wear their uniforms on a daily basis.
- 4. The Board of Education shall reimburse employees in an amount not to exceed Sixty-Five (\$65.00) Dollars for the purchase of safety shoes to be worn on the job.

ARTICLE XVII

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MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed at the expense of the Board after the Agreement is signed, and said copies shall be presented to all employees now employed or hereafter employed as part of their administrators' handbook.
- B. Employees who desire to have any deductions made from their compensation for payment to the Hunterdon County Credit Union shall submit both a written request and the proper forms to the Board Secretary/Business Administrator; and regular deductions shall be made and transmitted to the treasurer of the Credit Union.
- Any such written authorization may be withdrawn upon filing notice of such withdrawal with the Board Secretary/Business Administrator.
- 2. Changes in status shall be made on or before June 1 and/or January 1 of each year.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement will be binding as of July 1, 1995 and shall continue in effect until June 30, 1997.

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

READINGTON EDUCATION ASSOCIATION

READINGTON TOWNSHIP BOARD OF EDUCATION

President

APPENDIX A

1995-96 SALARY GUIDE

Step	B	<u>B+15</u>	M	<u>M+15</u>	<u>M+30</u>	` <u>M+45</u>	DOC
A	31075	31607	33469	34001	34533	35065	363 95
В	32361	32915	34854	35408	35962	36516	37901
С	33647	34223	36239	36815	37392	37968	39408
D	34933 _	35532	37625 .	38223	38821	39419	40914
B	36220	36840	39010	39630	40250	40870	42420
F	37506	38148	40395	41037	41679	42321	43927
G	38792	39456	41780	42445	43109	43773	45433
н	41505	42216	44703	45413	46124	46834	48611
I	44218	44975	47625	48382	49139	49896	51788
J	46931	47735	50547	51350	52154	52957	54966
ĸ	49645	50495	53469	54319	55169	5601 9	58144
L,	51836	52724	55830	56717	57605	58492	60711
м	54028	54953	58191	5911 6	60041	60965	63278
N	56220	57183	60551	61514	62476	63439	65845
0	58412	59412	62912	63912	64912	65912	68412
P	60312	61312	64812	65812	66812	67812	70312

1996-97 SALARY GUIDE

Step	₿	<u>B+15</u>	W	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	DOC
A	31075	31607	33469	34001	34533	35065	363 95
В	32361	32915	34854	35408	35962	36516	37901
С	33647	34223	36239	36815	37392	37968	39408
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K	49645	50495	53469	54319	5516 9	56019	58144
L	51836	52724	55830	56717	57605	58492	60711
M	54028	54953	58191	59116	60041	60965	63278
N	56220	57183	60551	61514	62476	63 4 3 9	6 584 5
0	58412	59412	62912	63912	64912	65912	68412
P	61771	62771	66271	67271	68271	69271	71771

CUSTODIANS

SALARY GUIDE

<u>Step</u>	1995-96	1996-97
0	20000	20500
1	20375	20950
2	20975	21325
3	21575	21925
4	22175	22525
5	22775	23125
6	23500	23725
7	24200	24475
8	25000	25175
9	25900	25975
10	26800	27000
11	27700	28025
12	28600	29050
13	29500	30075
14	30400	31100
15	31500	32450

SECRETARIES

SALARY GUIDE

<u>Step</u>	1995-96	<u> 1996-97</u>
A	23130	23630
В	24030	24230
C	24930	25130
D	25830	26030
В	26730	26930
F	27730	27930
G	28630	28930
н	29530	29830
I	30430	30730
J	31330	31710
K	32230	32610
L	33230	33510
М	34330	34580
N	35330	35680
0	36330	36680

APPENDIX B

EXTRA CURRICULAR COMPENSATION

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A. <u>Coaches</u>: Subject to a Three Thousand (\$3,000.00) Dollars per sport ceiling, coaches will be compensated based upon continuous experience in the position as follows:

Head Coach - First year - Twenty (\$20.00) Dollars; second through third year Twenty-Three (\$23.00) Dollars; fourth year and beyond Twenty-Five (\$25.00) Dollars.

Assistant Coach - First year - Seventeen (\$17.00)

Dollars; second year through third year Twenty (\$20.00) Dollars;

Fourth year and beyond Twenty-Two (\$22.00) Dollars.

B. <u>Chaperons. Intramurals. Scenery or Choreography Assistant</u>
shall be compensated on an hourly basis based upon continuous
experience in the position as follows:

First year - Seventeen (\$17.00) Dollars per hour;

Second through third year - Twenty (\$20.00) Dollars per hour;

Fourth year or beyond - Twenty-Two (\$22.00) Dollars per hour:

C. Extra-Curricular; Co-Curricular

<u>K-4</u>

Show Classes	300
Stage Ensemble	300
Drama - 2 pos	600
Club	600
Science Writing or Other Academic	600

Middle School

Concert Band	1500
Viking Band	1500
Jazz Band	1500
	1500
Drama	1500
Orchestra	1500
Show Chorus	1000
Student Council (2 pos)	
Year Book (2 pos)	750
Clubs	600
Literary Magazine	600
Science Writing or Other Academic "Fair"	600