

MILLVILLE BOARD OF EDUCATION

MILLVILLE, NEW JERSEY

AGREEMENT

Between

MILLVILLE BOARD OF EDUCATION

And

MILLVILLE EDUCATION ASSOCIATION

Effective Date

July 1, 2003

through

June 30, 2006

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PREAMBLE

This agreement entered into this 1st day of July, 2003, by and between the Board of Education of Millville, hereinafter called the "Board" and the Millville Education Association hereinafter called the "Association".

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Millville Public Schools is their primary aim.

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974 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, be it

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

RECOGNITION AGREEMENT

1:1 Pursuant to Chapter 123, Laws of 1974, State of New Jersey, known as "New Jersey Employee Relations Act," the Millville Board of Education recognizes the Millville Education Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of the employment for all personnel as follows under contract of the Millville Board of Education included herein:

- | | |
|--|--------------------------------------|
| Classroom Teachers | Security Aides |
| Librarians | Library Aides |
| Nurses | Classroom Aides |
| Special Teachers in the fields of | Principal Clerk w/knowledge |
| Art, Reading, Music, and | of Typing |
| Physical Education | Principal Clerk w/knowledge |
| Learning Disability Specialists | of Shorthand |
| Reading Specialists | Senior Accounting Clerk |
| Speech Therapists | Senior Clerk Typist |
| Visiting Teachers and Social Workers | Computer Operator |
| Basic Skills Teachers | Clerk Stenographer |
| World Language Teachers | Accounts Clerk |
| Master Teachers | Registrar Clerk |
| Computer Teachers | General Office Personnel |
| Long Distance Learning Lab Teachers | Administrative Clerk Data Processing |
| Part Time Teachers | Part Time Secretaries |
| 10 Month Substance Awareness Counselors | Cafeteria Workers |
| Attendance Officer | Cafeteria Aides |
| Certified Facilitators | Cooks |
| Assistant Cafeteria Managers | Bakers |
| Computer Technicians | |
| Social Workers/Home-School Liaison Personnel | |
| Program Specialists | |
| Technology Trainers | |

but excluding:

Superintendent
Board Secretary
Assistant Superintendents
Assistant Board Secretary
Directors
Administrative Assistants
Business Manager
Principals
Assistant Principals
Secretary to the Board Secretary

Department Chairperson(s)
Supervisors
Guidance
Food Service Manager
Assistant Food Service Managers
Secretary to the Superintendent
Secretaries to Director of Personnel
and Administrative Assistant
in charge of Curriculum
Secretary in charge of District Payroll

and all other employees of the Millville Public Schools not enumerated in the unit described in the inclusion set forth above.

- 1:2 Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

2:1 DEADLINE DATE

- 2:1.1 The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on matters concerning the terms and conditions of unit members' employment. The parties shall commence negotiations on a successor Agreement in accordance with the provisions of Chapter 123, P.L. of NJ.

Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

- 2:2 Any Agreement so negotiated shall be submitted for ratification by the Association and approval by the Board. If ratified and approved, it shall be signed by the parties.

- 2:3 The Board agrees that representatives designated or selected by public employees for the purpose of collective negotiation by the majority of the employees in a unit appropriate for such purposes or by the majority of the employees voting in a election conducted by the Commission as authorized by Chapter 123 shall be the exclusive representatives for collective negotiation concerning the terms and conditions of employment of the employees in such unit. Nothing herein shall be construed to prevent any official from meeting with an employee organization for the purpose of hearing the views and requests of its members so long as (a) the majority representative is informed of the meeting; (b) any changes covered by the agreement of modifications in terms and conditions of employment are made only through negotiations with the majority representative; and (c) a minority organization shall not present or process grievances.
- 2:4 The Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations.
- 2:5 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.
- 2:6 Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE 3

GRIEVANCE PROCEDURE

- 3:1 A "grievance" shall mean a complaint by a unit member or members that there has been a personal loss, or injury because of a violations, misinterpretation or inequitable application of Board policy, this Agreement or an administrative decision affecting the unit member(s). A grievance to be considered under this procedure must be initiated by the unit member within twenty-eight (28) calendar days from the time when the member(s) knew or should have known of its occurrence for formal filing in accordance with Para. 3:5 or be considered as waived.
- 3:2 **PURPOSE**
- The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3:3 **PROCEDURE**

3:3.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved member to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3:3.2 It is understood that unit members 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 implementation thereof shall have been fully determined.

3:3.3 **EXTENSION OF TIME**

Where evidence of hardship would result from compliance with the time regulations set forth in the above levels a written request for an extension of time at any one of the levels in this grievance procedure shall be recognized. An extension or contraction of time at any given level may be mutually agreed to.

3:4 **LEVEL ONE**

Nothing herein precludes discussion informally with the principal or immediate supervisor in attempting to resolve a grievance prior to formal filing.

3:5 **LEVEL TWO (Commencement of Formal Procedure)**

A grievant shall set forth the grievance in writing to the principal or immediate supervisor specifying: (a) nature of the grievance; (b) date of occurrence; (c) basis of grievance; and (d) redress sought. The principal or immediate supervisor shall communicate a decision in writing to the grievant within seven (7) calendar days of receipt of the written grievance.

3:6 **LEVEL THREE**

The grievant, no later than seven (7) calendar days after the receipt of the principal's or immediate supervisor's decision, or fourteen (14) calendar days after filing at Level Two, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal or immediate supervisor as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days from receipt of the grievance. The Superintendent shall communicate a decision in writing to the member and the principal.

3:7 **LEVEL FOUR**

If the grievance is not resolved to the unit member's satisfaction, the unit member no later than seven (7) calendar days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall hold a hearing with the unit member/Association.

The Board shall render a decision in writing within thirty-seven (37) calendar days of receipt of the grievance by the Superintendent.

3:8 **LEVEL FIVE**

No claim by a unit member shall constitute a grievable matter beyond level four or be processed beyond level four, if it pertains to:

- 3:8.1 Any matter for which a method or review is prescribed by law, or any rule or regulation of the State Commissioner of Education, or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
- 3:8.2 Dismissal or failure to renew the contract of a non-tenure unit member.
- 3:8.3 A complaint by a certified staff member occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- 3:8.4 If the unit member is dissatisfied with the decision of the Board of Education and only if the grievance pertains to a violation of this Agreement between the Board and the Association, the unit member may request the appointment of an arbitrator. Such request to be made known to the Superintendent by certified mail, receipt returnable, of a copy of the filing with P.E.R.C., no later than fifteen (15) calendar days after the decision, in writing, of the Board.
- 3:8.5 Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal until after the grievance procedure has been exhausted. This paragraph is not to be construed as a waiver of entitled legal rights.
- 3:8.6 Should the association file for arbitration pursuant to 3:8.4 above, the procedures of the Public Employment Relations Commission shall be followed with regard to the selection of an arbitrator.

- 3:8.6.1 The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board. The findings of the arbitrator shall be binding upon the parties.

3:9 **COST OF ARBITRATION**

- 3:9.1 Each party shall bear the total cost incurred by themselves.
- 3:9.2 The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.
- 3:9.3 Where grievance proceedings are mutually scheduled by the parties during school time, persons proper to be present shall suffer no loss of pay.

3:10 **MISCELLANEOUS**

- 3:10.1 Commencing with level two of the grievance procedure, the grievant may be represented by a representative selected or appointed by the Association. The Association shall be apprised of all formal grievances commencing with level two, and an Association representative shall have the right to be present.

Such appraisal shall be made by both parties submitting copies of the documents submitted pertaining to the grievance in question. Such submission shall take place as follows:

- a. Grievant shall submit such copies simultaneously to the recipient designated in the grievance procedure and to the Association's President.
- 3:10.2 A sample for filing grievances is attached herewith.
- 3:10.3 Documents used in processing grievances shall be maintained in a separate folder than the permanent personnel folder.

ARTICLE 4

RIGHTS OF THE PARTIES

- 4:1 Pursuant to Chapter 123, Public Laws of 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As duly selected bodies of the State of New Jersey, the Board and the Association undertakes and agrees that they shall not directly or indirectly discourage or deprive or coerce any unit member in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States.

4:1.1 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees thereunder shall be deemed to be in addition to those provided elsewhere.

4:2 Just Cause Language

No employee shall be disciplined, reprimanded, non-renewed, or reduced in rank or compensation without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract pursuant to law. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with the law, but shall not include the non-renewal of a non-tenured teaching staff member for performance related reasons.

All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations and shall generally be applied in a progressive fashion. All discipline shall be applied in a non-discriminatory fashion.

Each employee reserves the right to include a rebuttal to any written documentation placed in his/her file.

4:2.1 PROCEDURES FOR WARNINGS AND DISMISSALS - CAFETERIA STAFF

Reasons for written warnings:

1. Failure to call in when not reporting to work.
2. Frequent and/or illegitimately based absences and/or lateness.
3. Blatant refusal to perform an assigned job, duty or reasonable directive.
4. Striking and/or harassment of a fellow employee, student or supervisor.
5. Documented incompetency.
6. Unpleasant personality or undesirable traits exhibited at work.

4:2.2 Warnings are serious and will be issued with care. Three (3) written warnings warrant dismissal.

4:2.3 When an incident occurs that is a minor infraction, a documented write-up will be done, discussed with the employee, and filed in the employee's personnel file. This is not a written warning. If the same incident reoccurs, a formal written warning will be issued on a form which can be obtained from the Food Service Manager. The written warning shall be signed by the Assistant Food Service Manager and signed by the employee. The employee shall receive a copy of the document. Before any warnings are issued, the Assistant Food Service Manager shall notify the Food Service Manager.

- 4:2.4 Examples of minor infractions:
1. Calling in after the specified time limit when not reporting to work.
 2. Not calling in when reporting to work late.
 3. Reporting to work with other than a clean, well-groomed appearance.

- 4:2.5 Reasons for immediate dismissal:
1. Stealing.
 2. Health reasons.

4:2.6 **ACCIDENT PROCEDURE**

All cafeteria employees who are involved in an on-the-job accident must report the accident to the Assistant Food Service Manager and to the school nurse. The employee shall file a written accident report within twenty-four hours of the accident.

4:2.7 **APPEARANCE PROCEDURE**

All cafeteria employees must report to work with a clean, well-groomed appearance. A uniform and closed-toe shoes with hard toes and rubber soles are required for cafeteria workers. No sandals or canvas shoes are permitted for the employee's own safety. Excessive jewelry is prohibited. All long hair must be worn off the face and neck. Gum chewing is not allowed while on duty. Cafeteria aides are not required to wear a uniform, but must wear appropriate clothing (no tight-fitting clothes or T-shirts) and closed-toe shoes, preferably with rubber soles.

- 4:2.8 The Board will provide each cafeteria worker with uniforms: five (5) tops and five (5) white pants or skirts (at the employee's option) and one pair of shoes during the first year of employment. In each subsequent year, two (2) tops and two (2) white pants or white skirts (at the employee's option). Thereafter, in the beginning of each school year, cafeteria workers may order uniform replacements from the Board's suppliers, with a maximum expenditure of one hundred dollars (\$100.00) billed directly to the Board of Education. Cafeteria aides may order shoes from the vendor, if they so desire, and directly reimburse the Board of Education for the cost.

4:2.9 **HAND WASHING**

- A. The hands of all employees shall be kept clean while engaged in handling food and food contact surfaces. Employees shall thoroughly wash their hands and exposed arms with soap and warm water before starting work, and shall wash hands during work hours as often as is necessary to keep them clean. Employees shall wash their hands after smoking, eating, drinking, or visiting the rest room.

- B. Employees shall keep their fingernails clean and neatly trimmed. Hand nail polish, either clear or colored, is not to be worn on the job. False fingernails are not permitted.

4:2.10 **SMOKING**

Smoking is not allowed on school grounds in accordance with N.J.S.A. 26:3D-17b.

4:2.11 **REMOVING FOOD FROM CAFETERIA**

There is to be no food taken out of the cafeteria. If an employee wishes to purchase food from a vendor, it must be delivered to the employee's home.

4.3 **ASSOCIATION RIGHTS AND PRIVILEGES**

- 4:3.1 Representatives of the Association 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 and the approval has been granted by the appropriate administrator. Such approval shall not be withheld unreasonably.
- 4:3.2 The Association or its representatives shall have the right to use school facilities at all reasonable hours for official purposes, provided approval has been granted by the appropriate administrator, which approval shall not be withheld unreasonably.
- 4:3.3 The Association shall have in each school building, the exclusive use of a bulletin board in each employee lounge. The Association shall also be assigned adequate space on the bulletin board in the school building office for Association meeting notices.
- 4:3.4 The Association shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities.
- 4:3.5 Referring to paragraphs 4:3.2, 4:3.3, and 4:3.4, the official stamp of the Association, or signature of an Association officer, shall appear on all posted items.

4:8 REQUIRED MEETINGS OR HEARINGS

4:8.1 Whenever any unit member is required to appear before the Board, Administration or any Board committee, concerning any matter which could adversely affect the continuation of that unit member 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. If, by mutual consent of the parties, hearings are held during school hours, persons proper to be present shall suffer no loss in pay.

4:9 CRITICISM OF UNIT MEMBERS

4:9.1 Any question or criticism of a supervisor, administrator, or board member of a teacher and his/her instructional methodology or unit member shall be made in confidence and not in the presence of students, parents, or other public gatherings, unless public disclosure is required by law. The Association agrees that its members and officers will accord similar treatment to board members, administrators and supervisors concerning their educational functions.

4:10 ASSOCIATION IDENTIFICATION

4:10.1 Unit members may wear pins or other identification of membership in the Association or its affiliates provided such pins are in good taste.

4:11 INFORMATION

4:11.1 The Board agrees to make available to the Association in response to reasonable requests from time to time available information concerning the educational program and the financial resources of the district, that are a matter of public record. The Board shall make such information available within a reasonable amount of time following such request. Copies of requested documents shall be reproduced and furnished to the Association at Association expense.

4:12 LEAVE FOR ASSOCIATION PRESIDENT

4:12.1 The Board may grant full leave without pay to the president of the Association during his/her term in office according to a schedule submitted by the president prior to the beginning of each school year.

4:12.2 The Board, at its sole discretion, may, when educationally feasible, release the Association President from non-academic assignments such as homeroom and study halls to carry out Association business.

4:13 **EXCLUSIVE RIGHTS**

- 4:13.1 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 unit members, and to no other similar organization.

4:14 **SECURITY EMPLOYEES APPEARANCE**

The Board will provide each security employee with five (5) collared shirts during the first year of employment. In each subsequent year, two (2) shirts will be provided.

ARTICLE 5A

TIME REQUIREMENTS - TEACHERS AND SUPPORT STAFF

- 5A:1 As a professional, a teacher is expected to devote to his/her work the time necessary to accomplish the task at hand. Classroom aides' and library aides' work day shall be the same as the teachers' work day. The Association agrees that a teacher's day is not necessarily coterminous with that of a pupil's. However, it shall be no less than that which is established for the pupils. The school day for teachers shall not exceed seven (7) hours and five (5) minutes, except where, as a part of their professional responsibility, teachers are required to attend department and other professional staff meetings designed to provide meaningful professional growth or clarify school business in general.
- 5A:1.1 Security aides' work day shall be a seven and three-quarter ($7 \frac{3}{4}$) hour day plus a one-half ($1/2$) hour lunch period.
- 5A:1.2 All clerical members of the Association shall work a thirty-five (35) hour week at places and times determined by the Board.
- 5A:1.3 Summer hours in school offices shall be $7 \frac{1}{2}$ hours per day, inclusive of one (1) hour for lunch. These hours shall be in effect one (1) week after the closing of school and continue until two (2) weeks prior to the opening of school.
- 5A:1.4A In the event of emergency closings on declared snow days, at the Superintendent's discretion, 12 month support staff shall not be required to report to work and shall suffer no loss in pay.
- 5A:1.4B When schools operate on a shortened day before a vacation, secretarial staff working on a staggered schedule shall be required to work the same number of hours.

- A:1.5 Teachers may be required to remain after the end of the time set forth in 5:1 without additional compensation for the purpose of attending faculty or other professional meetings up to three (3) times per month. Such meetings shall begin no later than fifteen (15) minutes following the end of the pupil day and shall run for no more than sixty (60) minutes; if additional time is needed, students shall be dismissed early. Teachers shall not be required to clock in and out by hours and minutes but shall indicate their arrival and their departure from the building by initialing the appropriate column of the faculty sign-in/sign-out roster. Such roster shall be easily accessible to the teacher.
- A:2 Employees may leave the building during their scheduled duty-free lunch periods provided they have notified the school office and initialed the appropriate column in the sign-in/sign-out roster. Security employees shall generally be scheduled for lunch either before or after the scheduled lunches for students inasmuch as their presence during student lunches is a primary function of their position.
- A:3 In general and except under emergency conditions required attendance at faculty meetings will not occur on Fridays or days preceding a holiday.
- A:4 All elementary classroom teachers shall be granted preparation time during the time a specialist in the fields of art, music, physical education, or library sciences is in charge of their class. The Board, will, therefore, make reasonable effort, to the extent possible, to secure specialist substitutes for special teachers absent 1/2 day or more because of sick or personal leave.
- A:4.1 Effective July 1, 2005, any elementary teacher whose regular schedule does not include a daily preparation period shall be compensated at the per diem substitute rate.
- A:5 The teacher work year shall not be in excess of one hundred eighty-eight (188) school days required attendance, five (5) days of which are designated as snow days and shall be eliminated from required attendance if unused. One day in the school year shall be for in-service to be planned by the Professional Development Committee. Additionally, another day may be utilized from the remaining work year, either as a full day or in two (2) one-half (1/2) day segments for an in-service day at the discretion of the administration. This day shall not increase the work year nor decrease the instructional year for students. Teachers newly employed may be required to attend an extra four (4) days for orientation.
- A:6 The individual teaching contract for non-tenured personnel shall contain a thirty (30) days notice clause in the event of termination by either of the parties.
- A:6.1 Should a Reduction in Force (R.I.F.) occur, all employees without statutory tenure shall have seniority rights according to years of service in their specific work category as determined by the individual job description up to a period of two (2) years.

- 5A:6.2 Aides/Secretaries with seniority rights according to years of service in their specific work category will receive first consideration of vacancies in said work category. Cafeteria workers who may be laid off shall also receive first consideration for vacancies in their prior work category. Final decision rests with the Board of Education.
- 5A:7 The Attendance Officer's work day will remain unchanged in length. The hours worked shall be contiguous, however, the starting and ending time may be flexible depending upon district needs.
- 5A:8 Non-tenurable employees who are not offered re-employment for the following year will be able to appeal their non-renewal to an in-house committee comprised of an equal number of members, a total of six (6), with three (3) members each being appointed by the Board and the Association. This committee will make every effort to resolve the matter and will report any recommendations to the Board and the Association.

ARTICLE 5B

TIME REQUIREMENTS - CAFETERIA STAFF

- 5B:1 Cafeteria employees shall be hired on an hourly basis for up to forty (40) hours per week. Overtime shall be paid at time and one-half (1 1/2) for hours worked beyond forty (40) within one work week or on a holiday or weekend. Overtime must be approved by the Food Service Manager prior to the hours worked.
- 5B:2 Cafeteria employees whose regular shifts are extended shall not receive overtime pay until a forty (40) hour threshold is surpassed within a work week.
- 5B:3 Cafeteria employees who are called back to work for special events or who work the alternative school program at the high school shall be paid time and one-half (1 1/2) for the actual hours worked.
- 5B:4 On days when the regular school day is shortened and lunches are being served, the schedules of cafeteria workers shall be adjusted so that no employee shall lose time. Each employee shall work his/her full shift during the adjusted hours.
- 5B:5 Cafeteria employees are entitled to a fifteen (15) minute lunch break each day. The lunch break should be scheduled either before or after student lunches are served. Employees who work twenty (20) hours or more per week are entitled to an additional five (5) minute break in addition to the lunch break. This five (5) minute break may be scheduled with the lunch break with the permission of the Assistant Food Service Manager. Employees who work less than three (3) hours per day are entitled to one (1), five (5) minute break, only. All breaks must be taken outside the kitchen and storage area: e.g. teacher's or student's dining room. All cafeteria employees are entitled to (1) one adult Type A lunch each work day.

5B:6 The paid holidays for cafeteria employees will be:

Labor Day
Columbus Day
Thanksgiving Day and the day after Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Easter Monday
Memorial Day

All holiday pay shall be divided by 20 and be part of the employee's regular pay check.

ARTICLE 6

CONSULTATION

- 6:1 The number of students to be taught in a particular class is determined in part by the adequacy of the physical facilities and the nature of the course offered. It is realized that class size, as specified by the New Jersey State Department of Education, represent desirable goals. The administration shall sit with the people involved for the purpose of their input prior to the implementation of any new substantive instructional program.
- 6:2 A flex schedule will be examined by a committee consisting of equal representation by the Association and the Board or their designees. During the 1997-98 school year the committee shall establish a pilot program to be implemented during the 1998-99 school year. After the 1998-99 school year this committee shall decide whether the pilot program shall continue during the 1999-00 school year. At the conclusion of the 1999-00 school year this committee shall make a binding recommendation about whether the flexible schedule should continue.

ARTICLE 7

EVALUATION OF STUDENTS

- 7:1 The teacher shall give each student a grade and an evaluation in accordance with the policy of the Millville School District based upon his/her professional judgment of available criteria pertinent to any given class, subject area, or activity to which he/she is responsible.

No grade or evaluation shall be changed without giving the involved teacher or teachers a written notification which delineates the specifics of the change subject to the limitations of 19:2.2.

ARTICLE 8

EXTRACURRICULAR ACTIVITIES

8:1 The Board and the Association agree that the extracurricular activities listed in Schedules B and C are educationally worthwhile. Therefore, the Association agrees that for the salary considerations set forth herein the Board, in the absence of sufficient applications sufficient to fill all positions, may assign faculty members to fill said positions. Further, that the refusal of a faculty member to accept the assignment by the Board shall constitute a breach of this Agreement and the employment contract of the individual teacher, thereby subjecting the individual to disciplinary action by the Board.

8:2 **SALARY AND OTHER COMPENSATION**

Salaries for extracurricular activities shall be compensated in accordance with the rate of pay set forth in the Co-curricular agreement.

8:3 Applications for the vacant positions in the extracurricular matrix shall be open to all certificated personnel employed by the Millville Public Schools.

8:4 Coaches who use their own automobiles in the performance of their duties, including scouting, shall be reimbursed for all such travel at the rate provided in Article 10:6.

8:5 Half credit for experience shall be given when employing staff members for vacancies occurring in positions covered by Schedules B and C providing such prior experience shall have been in the same field as the new assignments herein covered.

8:6 Individuals will not assume duties under this contract unless employed in writing.

8:7 The Board reserves the right to delete positions from or add positions to the Schedules B and C matrices or to transfer personnel from one school to another where such transfer is indicated.

ARTICLE 9

NON-TEACHING DUTIES

- 1 The Millville teachers shall not be required to perform the following duties:
 - a. Cafeteria supervision, traffic direction and playground supervision at lunchtime shall not be required by teachers in the elementary school. In addition, teachers in Millville Senior High School and Memorial High School shall not be required to supervise traffic direction in the parking lot. Except in cases of emergency, instructional aides will not be assigned supervisory duty.
 - b. Collection of money from students except as prescribed in the Staff Guide.
- 1.1 In addition, no teacher shall routinely be required to perform duties outside of his/her professional responsibilities.
- 2 The Board and the Association acknowledge that a teacher's primary responsibility is to teach and the Board will endeavor to substitute professional assignments for non-teaching duties in progressive stages. The Board's intent shall not constitute a subject for grievance.

3 TRANSPORTING STUDENTS

- 3.1 Teachers shall not be required to drive students. A teacher may do so voluntarily, however, with the advance written approval of the principal or immediate supervisor. Reimbursement of expenses incurred by the teacher in using their own automobile will be as provided in Article 10:6

Nurses and social workers will continue to transport students at the discretion of the administration and will be paid approved mileage.

ARTICLE 10

SALARIES

10:1 Salaries of all employees covered by this Agreement are as set for in Schedules A-F shall be:

- A = Teachers
- B1 = Interscholastic Athletics (see co-curricular agreement)
- B2 = Fine Arts (see co-curricular agreement)
- B3 = Clubs and Intramurals (see co-curricular agreement)
- C = Team leaders/Indirect student contact (see co-curricular agreement)
- D = Aides
- E = Secretaries:
 1. All secretaries shall be hired at either an "A" or "B" level.
 2. Current "B" level employees may request a transfer laterally to another "B" position.
 3. Should an "A" level vacancy occur, the positions must be posted district-wide and the applications will be reviewed in the light of current employment history.
- F = Part Time
- G = Cafeteria Staff
- H = Computer Technicians

10:2 **METHOD OF PAYMENT**

- 10:2.1 Each unit member employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments. Pay date for all twelve (12) month unit members shall be semi-monthly and consistent with other bargaining units. A separate check will be issued for payment under schedules B and C.
- 10:2.2 Unit members may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be placed in an account in the unit member's name.
- 10:3 Payday shall be scheduled on the 15th and 30th of each month. When a payday falls on or during a school holiday, vacation, or weekend, unit members shall receive their pay checks on the last previous working day.
- 10:4 Ten (10) month unit members shall receive their final checks on the last working day in June.
- 10:5.1 Automatic Payroll Deductions for the Cumberland County Teacher Federal Credit Union (CUMCO) will be provided for those employees requesting same.

- 0:5.2 The Board agrees to make payroll deductions for up to a maximum of three (3) health and fitness clubs. The clubs must be Cumberland County clubs and the employee may make a change in club designation or deduction amount only two (2) times each year: in July of September payroll implementation and in January for February payroll implementation.
- 0:6 Teachers who may be required to use their automobiles in the performance of their duties, including home instruction, and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate approved for deduction by the Internal Revenue Service, as set forth in its most recently published rate for each increase during the three year contract.
- 10:7 The hourly rate for home instruction shall be set at:
- 2003-2004 \$28.00/hr.
 - 2004-2005 \$29.00/hr.
 - 2005-2006 \$30.00/hr.
- 10:7.1 Any teacher required to do professional work during the summer shall be paid at their per diem salary. Teachers hired to teach summer school shall be paid at the following rate:
- 2003-2004 \$29.00/hr.
 - 2004-2005 \$30.00/hr.
 - 2005-2006 \$31.00/hr.
- 10:7.1.a. Ten (10) month non-teacher unit members who perform their normal 10 month duties during the summer shall be paid at their regular hourly rates.
- 10:7.2 A teacher who loses a preparation-service period (not a duty-administrative assignment period) will be paid at the hourly rate in Article 10:7 pro-rated to the appropriate time lost.
- 10:7.3.1 The Board agrees to pay three (3) hours of preparation time at the hourly rate in Article 10:7.1 for the first time that an employee prepares a specific professional development program, regardless of the length of the presentation.
- 10:7.3.2 When an employee makes a professional development presentation, the employee will be paid hour for hour at the rate in Article 10:7 for the presentation and any subsequent presentation of the material. These payments apply only to after-school presentations.
- 10:7.3.3 An employee who makes a presentation on an in-service day will receive three (3) hours of pay at the hourly rate in Article 10:7.1 for the first time that the employee prepares the specific presentation. Payment shall not be made for the presentation hours during an in-service day.

- 10:7.3.4 Facilitators and Professional Development Specialists shall be exempt from the provisions of 10:7.3.1, 10:7.3.2 and 10:7.3.3. The work hours for these employees will be flexed as compensation.
- 10:7.3.5 The Superintendent will provide secretarial assistance as needed for the Professional Development Committee.
- 10:7.4 Any teacher who receives national certification shall receive an additional annual compensation in the amount of \$1,200.00.
- 10:8 In order for credits for teachers to be counted toward a change in salary classification beyond the Bachelor's Degree, teachers courses must carry graduate credit. (Exception: All personnel who have achieved a salary classification prior to the 1977-78 school year shall maintain said classification).
- 10:8.1 In order to qualify for a change in salary classification, personnel must submit a transcript indicating successful completion of the course or courses taken. For purposes of this provision successful completion shall mean a grade of "B" or better or a "Pass" in a pass/fail course. Personnel must notify the Superintendent of Schools in writing no later than September 1, of the school year said change is to become effective. An extension of up to thirty (30) days may be granted for teachers who have taken courses during the summer session and have not received their transcript. However, affected teachers shall submit to the Superintendent evidence of having taken summer session courses in order to qualify for the extension. This provision is effective as of September 1, 1977, and applies only to courses completed after said date.
- 10:9 New secretarial employees may be granted up to three (3) years of out of district comparable work experience credit, granting one-half (1/2) year's credit for each such year to six (6) years.
- 10:9.1 Stipends to be paid to support staff for work related credits obtained over and above high school requirements:
- | | | |
|----|---------|-------|
| 15 | credits | \$50 |
| 30 | credits | \$125 |
| 45 | credits | \$150 |
| AA | degree | \$200 |
- 10:10 Any secretarial employee who is required to work beyond the normal work day for his/her classification, by the Superintendent of Schools, or his designee, shall be compensated by compensatory time off or cash at the regular rate between thirty-five (35) and forty (40) hours and time and one-half for all time over forty (40) hours.

- 11:1 Ten (10) month secretaries are paid for forty-five (45) weeks annual salary. However, should they be required to work beyond the normal contracted period, with the Superintendent's approval, they shall be paid on a pro-rated basis of their annual salary.
- 11:2 Longevity pay for teachers will be as follows:
- After 15 years or more of service \$1500
 - After 24 years or more of service \$500
 - After 30 years or more of service \$1000 additional
 - After 35 years or more of service \$500 additional
- 11:3 Longevity pay for in-district service to the Board for Secretaries and Aides will be added to the base salary annually as follows:
- | | <u>2003-2006</u> |
|---------------------------------|------------------|
| After 10 years through 14 years | \$300 |
| After 15 years through 19 years | \$400 |
| After 20 years | \$500 |
- 11:4 Cafeteria employees shall receive a longevity stipend of \$300.00 after completing 10 years of service in the district.

ARTICLE 11

PROFESSIONAL IMPROVEMENT

- 11:1 The Board recognizes that it shares with its staff responsibility for the upgrading and updating of education performance and attitudes. The Board and the Association support the principle of continuing training of the staff and the improvement of job performance and instruction.
- 11:2 To work toward the end stated above, the Board agrees to implement the following:
- 11:2.1 To pay the full cost of six (6) credits in any one school year, taken beyond the required Non-Degree Certification or the Bachelor's Degree with the approval of the Superintendent. A school year for credit purposes shall be defined as the period between September 1 and August 31.
- 11:2.2 To pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by unit members who attend workshops, seminars, conferences, in-service training sessions or other such sessions with the prior written approval of the Superintendent and the Board where policy so requires.

- 11:3 For Support Staff to be eligible for reimbursement, courses taken must be related to the improvement of the employee's work skills.

ARTICLE 12

ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS

12:1 ASSIGNMENTS

- 12:1.1 Teachers presently employed shall be given notice of tentative class and/or subject assignments and building assignments for the forthcoming year not later than the last school day in June.
- 12:1.2 Prior to April 30th of each year, non-tenure teachers shall receive notification of the Board's intention to renew or not to renew their contracts for the ensuing year. Such notice will be issued in writing by the office of the Superintendent.
- 12:1.3 Non-tenured teachers shall return proffered contracts, signed or unsigned, to the Board two weeks after the contracts have been issued to the teachers.
- 12:1.4 The Superintendent shall make every effort to assign all newly appointed teachers to their specific positions within that subject area and/or grade level for which the Board has approved the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

12:2 TEACHER TRANSFER AND/OR REASSIGNMENT - VOLUNTARY

- 12:2.1 During the school year, the Superintendent shall post, in all school buildings, notifications of vacancies and job requirements for positions as they occur. Copies of all job postings will be sent to the Association President on a twelve (12) month basis. Such notification shall be given to the Association President fifteen (15) days prior to the deadline date, unless the Superintendent shall determine that a need exists to fill the vacancy more rapidly than the fifteen (15) day notice would permit.
- 12:2.2 Teacher requests for reassignments shall be submitted in writing, via the principal, to the Superintendent of Schools.

2:2.3 In the determination of requests for voluntary teacher reassignment and/or transfer, the wishes of the individual teacher will be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. It will be the policy of the Board to make all transfers within the system effective September 1st, in order to avoid disrupting existing classes. However, if it is practical to effect transfers during the school year without excessive disruption of the school system, transfers shall be made at any time upon the recommendation of the Superintendent and approval of the Board. If interim appointments are deemed to be necessary for the well-being of the school system, such interim appointees shall not have prior consideration for the position the following September 1.

2:2.4 In the event that emergencies arise to bring about changes in schedules, class and/or subject assignment or building assignments after the last payday in June, any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be reviewed between the Superintendent or his/her representative and the teacher affected.

2:3 TEACHER TRANSFER AND/OR REASSIGNMENT - INVOLUNTARY

2:3.1 It is recognized that some transfers or reassignments of teachers may be made on an involuntary basis; notification of such transfers shall be made on an individual basis.

2:3.2 No involuntary transfers or reassignments shall be made after September 1 unless necessitated by an extreme emergency.

2:3.3 Any teacher who is involuntarily transferred will be given a reasonable amount of time to become familiar with the whole school reform program of his/her new school prior to being formally evaluated.

2:4 Under this Article, transfers shall be made at the recommendation of the Superintendent and the approval of the Board. Such determination by the Board shall be deemed final and not subject to the arbitration provision set forth in Article 3.

2:5 Any Support Staff or unit member may apply for an open position, whether it be promotional or transfer from one position to another.

2:6 The Association and the Board shall mutually request the Department of Personnel to perform a desk audit. Job descriptions will be reviewed by both parties to resolve discrepancies.

2:7 Any unit member may request a transfer through the use of the "Transfer Request Form", copies of which are submitted to the Superintendent and Principal.

ARTICLE 13

TEACHER EVALUATION

- 13:1 Supervisory reports are to be issued to non-tenured teachers at least four (4) times each year and to tenured teachers at least once (1) each year. Such reports shall be two narrative and two form.
- 13:2 At least once each year each principal, or his/her designee of equal rank, shall have a conference with each teacher, at which time the evaluation of the teacher shall be reviewed. The teacher shall sign the evaluation to indicate that he/she has read it. Such signature shall not indicate concurrence with the contents of the evaluation. All such evaluations shall be maintained in the teacher's personnel file.
- 13:3 If any written notice or written reprimand is given to a teacher such notice or reprimand shall not be submitted to the central office, placed in the teacher's file or otherwise acted upon without a prior conference with the teacher involved and a signature acknowledgment by that teacher. The teacher shall have the right to submit a written answer to such material and this answer shall be attached to the file copy of the material in question.
- 13:4 The Board shall have the right to dismiss any teacher for just cause under provisions of Title 18A.
- 13:5 A teacher shall have the right, upon request, and reasonable notice to review the contents of his/her personnel file. A teacher shall be entitled to have a representative of the Association accompany him/her during such a review.
- 13:6 No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel files unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to a copy of the material with the express understanding that such signature in no way indicates agreement with the contents thereof.
- 13:7 Any complaints regarding a teacher made to any member of the Administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and brought to the attention of the teacher. If, after investigation, an account of said complaints is to be placed in the teacher's file, the teacher shall be given an opportunity to respond to and/or refute such complaints and shall have the right to be represented by the association at any meetings or conferences regarding such complaints.

- 3:8 However, should a teacher refuse to sign material referred to in this article, the principal shall invite the designated representative of the Millville Education Association (building representative) to witness the fact and the opportunity to affix his/her signature acknowledging that the opportunity was presented; and said building representative shall sign to indicate his/her knowledge of the circumstances.

ARTICLE 14

EDUCATIONAL ADVISORY COUNCIL

- 4:1 A joint Educational Advisory Council consisting of four (4) representatives for the Board of Education including the Superintendent of Schools, and four (4) representatives of the Association appointed by the Association and four (4) community members, two (2) appointed by the Board and two (2) appointed by the Association is hereby established. Chairmanship shall rotate yearly between a representative from the Board and Association. The Council shall meet at least four (4) times a year and advise and consult the Board on such matters as school calendar, teaching hours, and teaching load, class size, educational specialists, non-teaching duties, teachers employment, teacher assignment, teacher transfers, promotions, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teacher, students and property, maintenance of classroom control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extracurricular programs, inservice programs, pupil testing and evaluation, philosophy and educational specifications for buildings, teacher responsibilities, and other matters regarding the effective operation of the school district.
- 4:2 The Educational Advisory Council shall establish rules of procedure. The Council shall appoint its own chairperson.
- 4:3 The Council shall meet by prepared agenda.
- 4:4 The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in 14:1 above.
- 4:5 The primary function of the Educational Council is to recommend for Board consideration the establishment of policies and practices pertinent to the items suggested in 14:1 above. The Council, in preparing its recommendation for Board consideration, shall, at all times, avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for minority reports, if any, pertaining to its recommendations.
- 4:6 The Board shall reply to the recommendations of the Council setting forth in writing their reaction to such recommendations within a reasonable period of time, as indicated by the nature of the recommendations.

- 14:7 All reports and recommendations outlined above in 14:5 shall be in writing.
- 14:8 Meetings shall generally be held during evening hours, usually beginning at seven-thirty (7:30) p.m.
- 14:9 The Board, in order to establish this Council and to enable it to function adequately, agrees to budget \$300 annually to provide for expenditures related to the work of the council.

ARTICLE 15A

LEAVES OF ABSENCE - TEACHERS

15A:1 SICK LEAVE

- 15A:1.1 An employee is entitled to an annual leave of absence on account of personal illness for a period of fifteen (15) school days at full pay.
- 15A:1.2 If any person requires in any school year less than this specified number of days of sick leave with pay allowed, a maximum of twelve (12) days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- 15A:2 A maximum total allowance of five (5) days per year, which shall be deducted from the total fifteen (15) days granted for sick leave under provision 15:1 shall be granted for a combination of the following reasons, except that two (2) of the days for death in the immediate family, if required, shall not be deducted from the total days in 15:1.1 above.
- 15A:2.1 **Death in the Immediate Family:** Immediate Family shall be considered grandparent, parent, brother, sister, husband, wife, child, in-laws, grandchildren, or other relatives living with the family.
- 15A:2.2 **Serious illness in Immediate Family:** Immediate Family same as 15A:2.1 above. Maximum days that may be used for this is three (3) days in any one year.
- 15A:2.3 **Personal Days:** An employee is entitled to an annual leave of absence on account of the death of a relative, a wedding, a religious holiday, business or other justifiable personal reason for a period of two (2) school days at full pay. Such leave of absence must receive prior approval by the Superintendent upon the written application of the employee.

15A:2.4 In the event of a special circumstance, a teacher may request in writing a compensatory day. Said request shall be submitted to the Superintendent of Schools at least three (3) days prior to the requested compensatory day and shall indicate the reason for the request. The Superintendent shall have the sole authority to grant or deny said request and this provision shall not be subject to the grievance procedure. The Superintendent shall determine the work or assignment which shall be performed in lieu of the compensatory day.

15A:3 **SCHOOL BUSINESS**

Permission may be granted by the Superintendent for teachers to attend meetings or conventions concerning school business and also to visit a designated school for not more than one (1) day each year without loss of pay. Additional days may be scheduled for individual staff members at the discretion of the Superintendent of Schools.

15A:4 **MATERNITY**

15A:4.1 Disability leave for pregnancy and childbirth:

- a. During the period of the teacher's personal physical disability, she will be entitled to use paid sick leave provided herein for the duration of the disability or until her current and accumulated sick leave days are exhausted, whichever is earlier.
- b. A teacher anticipating a period of disability shall notify the Superintendent of the expected dates of the period of disability as soon as possible.
- c. For the purpose of this provision, a teacher will be presumed to be disabled for thirty (30) calendar days before and thirty (30) calendar days after childbirth. Should a claim be made for a longer period of disability, either before or after childbirth, such disability must be substantiated by a physician's certificate.
- d. Should the period of disability exceed the number of sick leave days to which the teacher is entitled, she will be placed on unpaid medical leave for the balance of the period of disability. This will not preclude the right of the teacher to petition the Board for an extension of sick leave.

15A:4.2 **CHILD CARE LEAVE**

- a. Child Care Leave without pay shall be granted to a teacher with a child less than four (4) months of age provided that application in writing is made at least sixty (60) days prior to such leave. Such leave will expire at the end of the current school year.

- b. Child Care Leave shall commence at the end of the period of physical disability provided in 15:4.2 above or at such other time as is agreed upon by the Board and the teacher.
 - c. Notice that a teacher on leave intends to return to active duty must be given no later than April 1, of the prior school year.
 - d. A teacher adopting an infant child up to two (2) years of age shall, upon his or her written request, receive a similar child care leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of adoption. However, the two year age limit will not apply when the adoption agency which places an older child requires that one parent remain at home with the child for some period as a condition of adoption. All of the above procedures shall apply except that, if the teacher is not informed of the date of the receipt of the adopted child sixty (60) days in advance, the teacher will inform the Superintendent and submit the leave request as soon as he or she is informed.
 - e. The teacher on unpaid leave may continue his/her insurance benefits, to the extent permitted by the terms and conditions of such insurance contracts and policies as shall be in effect between the Board and insurance providers, if he/she so chooses, and, in that event, will pay all premiums.
- 15A:4.3 Any teacher granted a leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year in which she/he actually returns from such leave) provided she/he has completed at least ninety (90) days or more of service to the district in the year in which the leave commences.
- 15A:4.4 The Board reserves the right to request a statement of health from said teacher's physician.
- 15A:4.5 In no case does an employee have the right to be reinstated without Board approval. A teacher under tenure who is granted a child-rearing leave may apply for and shall be granted an additional child-rearing leave of absence for a period of one year. The teacher will return as a tenured teacher.
- 15A:5 A teacher may apply for and the Board may grant a leave of absence without pay for good cause shown.
- 15A:6 **JURY DUTY**
Any employee who is required to serve on jury duty during the school year shall suffer no loss in pay. The employee must make a documented effort to have the jury service deferred until the summer months or to be exempted from such service. Failure, on the part of the employee to make such effort shall result in a deduction of 1/200th of the his/her salary for each day of jury service. Any and all emoluments received for jury service, with the exception of mileage reimbursement, shall be turned over to the employer.

15A:7 **FAMILY MEDICAL LEAVE ACT**

In accordance with the State and Federal Medical Leave Acts, all members who meet the specifications required by "the Acts" are eligible to receive all benefits of "the Acts".

ARTICLE 15B

LEAVE OF ABSENCE - SUPPORT STAFF

15B:1 **SICK LEAVE**

15B:1.1 Each employee of permanent status is credited with one (1) working day for sick leave for each month of service, or major fraction thereof during the first school year of employment and with twelve (12) days for ten (10) month employees, and fifteen (15) days for twelve (12) month employees for each school year thereafter.

15B:1.2 Any amount of sick leave allowance not used in any contract year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose. (Civil Service Rules: 4:1 - 17.16)

15B:1.3 Death in the immediate family shall be considered grandparent, parent, brother, sister, husband, wife, child, mother-in-law, father-in-law and grandchildren or other relative living with the family. Two (2) of the days for death in the immediate family, if required, shall not be deducted from the total days in 15B:1.1 above.

15B:1.4 Illness in immediate family same as 15B:1.3 above. Maximum days that may be used for this are three (3) days in any one (1) year.

15B:2 **PERSONAL LEAVE**

15B:2.1 All employees who have not completed one (1) year's service with the Board will be granted one-half (1/2) day of personal leave after each full calendar month of employment to a maximum of two (2) days. After service of one (1) year or more, two (2) personal leave days in each fiscal year shall be granted.

Personal leave may be used for:

- (a) personal emergencies
- (b) observation of religious or other days of celebration
- (c) personal business
- (d) death in the immediate family
- (e) other personal affairs

15B:2.2 Requests for personal leave must be approved, in advance, by the administration. Personal leave may be scheduled in units of one-half (1/2) days or multiples thereof.

15B:3 SCHOOL BUSINESS

15B:3.1 Permission may be granted by the Superintendent for Support Staff to attend meetings or conventions concerning school business.

15B:4 MATERNITY CONVENIENCE AND CHILD REARING LEAVES

15B:4.1 An employee requesting such leave without pay shall make written application at least sixty (60) days prior to commencement of such leave and shall specify the anticipated return date on the initial application.

- a. Advise the administration at least sixty (60) days prior to return of such intention, or submit notice of resignation at such time.
- b. Prior to return from such leave supply district with medical certification of ability to resume job function.
- c. Maximum time for such leave shall be two (2) aggregate years.

15B:5 FAMILY MEDICAL LEAVE ACT

In accordance with the State and Federal Family Medical Leave Acts, all members who meet the specifications required by "the Acts" are eligible to receive all benefits of "the Acts".

ARTICLE 15C

LEAVES OF ABSENCE - CAFETERIA STAFF

15C:1 SICK LEAVE

15C:1.1 Each cafeteria employee who works twenty (20) hours or more per week shall be entitled to twelve (12) pro-rated leave days per year. Cafeteria employees who work less than twenty (20) hours per week shall be entitled to ten (10) pro-rated leave days per year.

15C:1.2 Sick leave not utilized shall be accumulated without limit.

15C:1.3 All employees who are not reporting to work because of illness must contact their Assistant Food Services Manager no later than one-half (1/2) hour prior to the start of the shift if the shift begins before 8:00 A.M., or no later than two (2) hours prior to the start of the employee's regular shift, if it begins after 8:00 A.M. The administration will establish a call-in procedure.

15C:2 PERSONAL DAYS

- 15C:2.1 Each cafeteria employee who works twenty (20) hours or more per week shall be entitled to two (2) pro-rated personal leave days per year. Cafeteria employees who work less than twenty (20) hours per week shall be entitled to one (1) pro-rated personal leave day per year. These days shall be deducted from the annual leave days.
- 15C:2.2 Employees must notify their Assistant Food Service Manager at least one (1) week in advance to use a personal day. A "Request for Personal Day" Form may be secured from the cafeteria department. The completed form must be sent to the Food Service Manager for approval. Employees should not request a personal day before or after a holiday. Extenuating circumstances which necessitate less than the required notice, must be approved by the Food Service Manager.
- 15C:2.3 Cafeteria employees requesting a leave of absence must contact the Food Service Manager. Written request for the leave must be submitted to the Board of Education for approval. The letter must state the reason for the leave and the length of time requested. At least six (6) weeks advance notice is required.
- 15C:2.4 Two (2) days for death in the immediate family, if required, may be utilized and shall not be deducted from the total days in 15:1.1 above.

ARTICLE 16

EMPLOYEE ADMINISTRATION LIAISON

16:1 BUILDING LEVEL COUNCIL

- 16:1.1 The Association shall appoint a Building Council for each school building which shall meet with the Principal at least once a month during the school year for the duration of the school year. Said Council shall consist of not more than one (1) member of every ten (10) Association members in the school building, but shall in no event have less than three (3) members.

16:2 AREAS FOR BUILDING COUNCIL CONSIDERATION

Areas for consideration by the Council shall include but not be limited to school building level discussions regarding:

- a. Administration of the Agreement
- b. Facilitation of programs and recommendations of the Educational Advisory Council established in Article 14 of this Agreement.
- c. Revision and development of building policies and practices.

16:3 **MEETINGS WITH SUPERINTENDENT**

The Association's representatives may meet with the Superintendent or his/her designee at least once a month during the school year to review and discuss current school problems and practices and the administration of the Agreement.

ARTICLE 17

INSURANCE

17:1 The Board shall provide employee and dependent coverage at the rate of one hundred percent (100%) of the cost, Blue Cross, Blue Shield, Rider J, and Major Medical coverage for such staff who elect to have this coverage; as provided by the New Jersey State Health Benefits Plan. The Base Plan shall be: U.S. Health Care, Quality Point of Service, Liberty A, Patriot X. The Patriot V Liberty Custom U.S. Healthcare Plan will replace the Premier HMO.

The Patriot X emergency room co-pay shall be \$50.00 and its specialist co-pay \$25.00 per visit.

17:2 For each unit member who remains in the employment of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period.

17:3 The Board shall provide to each unit member up to and including the rate of "full family" a Blue Cross of New Jersey (or other carrier of Board's choice offering equal or better coverage) prescription drug plan. The co-pay shall be \$12.00 Brand, \$6.00 Generic [REDACTED]. This co-pay shall apply for a 30 day retail supply and for a mail order supply.

17:4 The Board shall provide to each unit member a description of the health-care insurance coverage provided under this Article, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed above.

17:5 The Board shall provide full family dental insurance through Blue Cross, DDN (or other carrier of the Board's choice offering equal to or better than coverage). A \$25.00 per person deductible up to \$75.00 per family per year shall be in force.

17:6 The Board shall provide full family optical insurance through Spectera (or other carrier of the Board's choice offering equal to or better than coverage). A \$20.00 per person deductible shall be in force.

- 17:7 Effective July 1, 1995, new unit members shall be eligible for single dental, prescription and vision benefits only, at Board expense. Should the new employee desire husband/wife, parent/child, or family coverage, he/she may purchase same through payroll deductions by paying the full cost of the difference between the prevailing single rate and the prevailing rate for the coverage desired, at the Board's group rate.
- 17:7.1 For employees hired subsequent to July 1, 1995, after two (2) years of successful employment in the District, the employee shall be eligible for family, dental, prescription and optical coverages, at Board expense.
- 17:8 If a unit member exhausts all U.S. Healthcare internal procedures in appealing a health benefits claim problem, the Board and the Association have agreed to waive the following levels of the negotiated grievance procedure; Level I through Level IV. The Association may file such a benefit issue directly at Level V, arbitration, pursuant to the negotiated procedures.
- 17:9 An employee may elect to forego all health benefits and receive a cash payment of \$3,500 at the end of June each school year pursuant to the provisions outlined below. Said payment is not part of the employee's salary nor is it pensionable. The Board shall establish a Section 125 plan. The individual unit member is responsible for all tax liability.
- [1] the employee must opt out of insurance for a period of one (1) full school year.
 - [2] the employee must demonstrate in writing that he/she has alternative health coverage ~~available~~ ~~to~~ ~~opting~~ out.
 - [3] an employee who opts out may only restore coverage during the course of the year in which insurance coverage was declined based upon the provisions outlined below.

An employee who has waived all his/her benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members, in the event of a hardship and without exemption for pre-existing conditions.

Reentry to all health benefit coverage for reason of hardship applies only in the following situations that result in the loss of health benefits coverage through the employee's spouse:

- Termination of employment (proof of termination of benefits required)
- Legal Separation (a copy of decree is required)
- Group contract/policy terminated (proof of termination of benefits required)
- Disability of spouse which eliminates benefits (proof of termination of benefits required)
- Divorce (a copy of the decree is required)
- Death of Spouse (a copy of death certificate is required)
- Military Discharge (a copy of DD214 is required)

In addition, any employee who has waived all his/her health benefit coverages may automatically restore his/her coverage by applying during the open enrollment period during any school year. The reinstatement date under such conditions will be July 1. It will not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

ARTICLE 18

SABBATICAL LEAVE - TEACHERS

18:1 **SABBATICAL LEAVE**

A teacher may be granted "sabbatical leave" under the following conditions:

- 18:1.1 Must have completed seven (7) years service in the school district, the last four (4) years must have been consecutive.
- 18:1.2 Shall be reimbursed at the rate of half salary for a full year or full salary for one-half year.
- 18:1.3 Requests for sabbatical leave must be received by the Superintendent in writing on such forms as designated by the Board no later than January 1 and action must be taken on all such requests no later than the third week in March of the school year preceding the school year for which the sabbatical leave is requested.
- 18:1.4 The teacher must be enrolled in an accredited college or university and be engaged in a formal program leading to an advanced degree leading to a specialization which is needed by the district.
- 18:1.5 The degree requirements must be completed during the period of sabbatical leave if the program is for work toward either a Master's Degree or a Certificate of Advanced Graduate Specialization. The above policy shall be waived for those persons engaged in a program leading to a Doctor's Degree.
- 18:1.6 Requests for sabbatical leave on a basis other than the criteria established herein shall be given consideration and nothing contained herein shall prohibit the Board from granting such leaves. However, such requests must contain significant rationale setting forth the value of such leave to the school district. Upon the recommendation of the Superintendent and the approval of the Board, such leave shall be granted.
- 18:1.7 Upon return from sabbatical leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

- 18:1.8 Any teacher granted a sabbatical leave of absence must agree in writing to continue working in the system for at least two (2) years following the sabbatical leave. If the total remission of service is not made by the teacher, the teacher shall agree, by signing a promissory note before being granted the leave, to remit to the Board the monetary amount equal to the time not served. Remission of the total amount expended by the Board shall be made at the rate of one-half (1/2) per year of service except in the case of death or total disability of the employee.
- 18:1.9 A report or summary of the sabbatical leave shall be submitted to the Superintendent of Schools and the Board upon completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the Board and the administration, shall be furnished by the individual during the leave period.

ARTICLE 19

MISCELLANEOUS PROVISIONS

- 19:1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of the Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.
- 19:1.1 The above is interpreted that: The Association may be held liable in damages for "wild cat" strikes, unless the Association, in writing, immediately disavows the strike and notifies the strikers to return to work.
- 19:1.2 In the case of a strike, the Board may apply for an injunction against the Association.
- 19:1.3 The Association agrees that any strike is a breach of contract and that such an act removes all impediment from the permits the Board to dismiss or otherwise discipline employees taking part in that breach of contract.

- 19:2 The School Board, on its own behalf and on behalf of the taxpayers of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon them and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:
- To exercise executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- 19:2.1 To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotions; and to promote; and transfer all such employees.
- 19:2.2 To establish student grades and course of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- 19:2.3 To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- 19:2.4 The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.
- 19:2.5 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations.
- 19:3 If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 19:4 Nothing in this Agreement which changes pre-existing Board Policy, rules, or regulations shall operate retroactively unless expressly so stated. The parties agree that unit members shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative Policies, Rules and Regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

- 19:5 It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.
- 19:6 The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of members or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or disability.
- 19:7 Copies of this Agreement shall be printed with each party sharing the costs equally. Copies will be distributed to the members of the bargaining unit within 90 days of ratification by both parties.
- 19:8 Notices under this Agreement shall be given by either party to the other by fax or certified mail, RRR. as follows:
- To the Board at: P.O. BOX 5010
110 N. 3rd St.
Millville, N.J. 08332
- To the Association at: P.O. BOX 544
Millville, N.J. 08332

ARTICLE 20A

RETIREMENT BONUS - TEACHERS

- 20A:1 Upon retirement or death while employed by the Millville School System, each teacher shall receive a payment for unused accumulated sick leave in accordance with the following formula:

Payment is arrived at by taking the teacher's present salary at retirement and dividing it by 200, thus finding per diem rate. Said payment shall be twenty-five percent (25%) of the per diem rate times the total number of accumulated sick leave days.

20A:2 Payment of retirement bonus shall be made twelve (12) months after retirement. Payments for unused sick leave may be made in one, two, or three equal payments at the employee's option, based upon the following schedule. The single payment option, or the first payment of any multiple payment option shall be made twelve months after actual retirement from the Millville School District. The second payment, if so elected shall be made on the second anniversary of actual retirement from the District. The third payment, if so elected, shall be made on the third anniversary of actual retirement.

Waiver of this requirement shall only be made in extraordinary hardship cases that could not be anticipated.

In the event of the death of the employee who has chosen the single payment option, prior to actual payment, 20A:2 above shall control payment to the employee's estate.

In the event of the death of the employee on a multiple payment option, after the first payment has been made, the remaining balance shall be paid to the employee's estate within thirty days of official notification of the employee's death

20A:3 If an employee retires during a school year, actual retirement - not the submission of a retirement letter, the employee's final allotment of sick leave days shall be pro-rated based upon the employee's regular work year, for purposes of payment for unused sick leave only. E.g.: a ten month employee entitled to 15 sick days, who retires on Feb. 1, would be paid for 7.5 sick days for the final year. Should an employee utilize all accumulated sick leave, the full final year allotment shall be available to that employee.

Article 20A:2 and 20A:3 apply to all unit members.

ARTICLE 20B

RETIREMENT BONUS - SUPPORT STAFF

20B:1 Upon retirement from the Millville School System, each Support Staff member shall receive a payment for unused accumulated sick leave in accordance with the following formula:

20B:1.1 Employees who retire after working ten (10) years in the Millville School System will be compensated for One Hundred (100%) Percent of their accumulated sick leave at a rate of Twenty-five (25%) Percent of the per diem rate times the total number of accumulated sick leave days.

20B:1.2 In order to be eligible for the retirement bonus specified in the above, an employee must have acquired at least fifty (50) days minimum of accumulative sick leave.

20B:1.3 See Article 20A:2

20B:1.4 See Article 20A:2

ARTICLE 20C

RETIREMENT BONUS - CAFETERIA STAFF

- 20C:1 Upon retirement, cafeteria employees who work twenty (20) hours or more and who were hired prior to June 30, 1988, are entitled to payment for one-half (1/2) of their accumulated leave days. The rate shall be determined based upon the number of hours worked at retirement.
- 20C:2 Upon retirement, cafeteria employees who work twenty (20) hours or more and who were hired after July 1, 1988, are entitled to payment for one-quarter (1/4) of their accumulated leave days. The rate shall be determined based upon the number of hours worked at retirement.
- 20C:3. Payment of retirement bonus shall be made twelve (12) months after retirement. Payments for unused sick leave may be made in one (1), two (2), or three (3) equal payments at the employee's option, based upon the following schedule. The single payment option, or the first (1st) payment of any multiple payment option shall be made twelve months after actual retirement from the Millville School District. The second (2nd) payment, if so elected, shall be made on the second (2nd) anniversary of actual retirement from the Millville School District. The third (3rd) payment, if so elected, shall be made on the third (3rd) anniversary of actual retirement .
- 20C:3.1. Waiver of this requirement shall only be made in extraordinary hardship cases which could not be anticipated.
- 20C:3.2 In the event of the death of the employee who has chosen the single payment option, prior to actual payment, 20C:3 above shall control payment to the employee's estate.
- 20C:3.3 In the event of the death of the employee on a multiple payment option, after the first (1st) payment has been made, the remaining balance shall be paid to the employee's estate within thirty (30) days of official notification of the employee's death.

ARTICLE 21

AGENCY SHOP

21:1 **AGENCY SHOP FEE**

In order to adequately offset the per capita cost of services rendered by the Millville Education Association as majority representative, the representation fee shall be not in excess of eighty five (85) percent of the amount charged for regular membership dues, initiation fees and assessments by the Association to its own members.

21:2 **DEDUCTION FROM PAY FOR AGENCY SHOP FEE**

The Board, upon certification by the Association, will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee who has chosen not to become a full dues paying member of the Millville Education Association. The Association shall maintain a "demand and return" system.

21:3 **FORTY-FIVE DAY CLAUSE**

Within forty five (45) days of the onset or employment of non member, the eighty five (85) percent assessment fee shall be assessed retroactive to the first day of his or her employment.

21:4 **LIMIT ON COLLECTION OF FEE**

Any non member leaving his/her position with the school system will be obligated to pay the representation fee only through the last day of the month for which he/she receives a salary.

21:5 **INDEMNITY CLAUSE**

The Association will indemnify and hold the Board harmless against all claims and litigation brought against it by reason of its compliance with the provisions of this Article.

ARTICLE 22

VACATION SCHEDULES - 12 MONTH EMPLOYEES

22:1 Vacation allowances for twelve (12) month employees shall be as follows:

Under one (1) year	One (1) day per month
After one (1) year up to five (5) years	Twelve (12) days
After five (5) years up to twelve (12) years	Fifteen (15) days
After twelve (12) years up to twenty (20) years	Twenty (20) days
After twenty (20) years	Twenty-five (25) days

(Employment year is the fiscal year July 1 through June 30)

22:2 In lieu of required Civil Service vacations, ten (10) month secretaries are paid for Two Hundred Twenty-Five (225) days, however, actual work year is One Hundred Ninety-Five (195) days, (i.e., Forty-five (45) week pay times five (5) days/week equal Two Hundred Twenty-Five (225) days.

22:3 **VACATION PROCEDURE - CAFETERIA STAFF**

Except under emergency circumstances, cafeteria employees are expected to schedule their vacation after the ten month school year. Exceptions will require prior approval of the Food Service Manager.

ARTICLE 23

SAFETY AND HEALTH

23.1 **Equipment and Materials**

A. The Board of Education shall provide a safe and healthful workplace, notify the Association and employees of all hazards and immediately correct all hazards.

B. The board of Education shall supply staff with the equipment, materials and facilities to safely accomplish its duties and responsibilities.

C. The employee shall notify his/her immediate supervisor, in writing, of unsafe conditions related to the building or of an improperly functioning piece of equipment. The Board shall take appropriate action to remedy the situation.

D. No employee shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger his/her health, safety or well-being. Should a workplace health/safety dispute arise between the Board and an employee, the Health and Safety Committee shall investigate the workplace within 24 hours and issue a recommendation to the Facilities Director.

E. The Board of Education recognizes that matters of discomfort to employees that do not necessarily rise to the level of serious health and safety hazards are still important. The Board will make reasonable effort to remedy matters such as uncomfortable temperatures, bad odors and similar negative environmental factors in the workplace. Remedies may include relocation of work stations and/or reassignment of work.

23.2 **Non-Reprisals**

A. Employees may exercise all of their legal rights to obtain a safe and healthful workplace without threats, loss of pay or benefits or reprisals of any kind.

B. The Board shall assure that no employee is subject to restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthy working condition, or for participation in occupational safety and health activities.

23.3 **Committee**

A. A Health and Safety Committee shall be established and comprised of four (4) representatives from the Association, two (2) representatives selected by the Superintendent, and two (2) members chosen by the Board President. The Committee Chair shall rotate every two (2) years between the Association and the Administration. The Committee shall be empowered to:

1. Review all complaints related to health and safety issues.
2. Inspect the workplace.
3. Investigate accidents and complaints.
4. Comment on solutions to correct unsafe and hazardous conditions.
5. Develop emergency procedures.
6. Inform the school community of its recommendations for improvement of the school environment as related to health and safety issues.

B. The Health and Safety Committee shall meet once a month during school hours.

C. The Board shall provide the Committee with whatever clerical assistance that may be necessary to fulfill its mission.

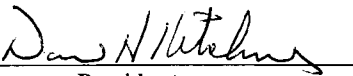
ARTICLE 24

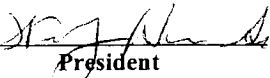
DURATION OF AGREEMENT

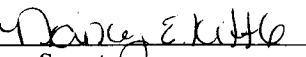
- 24:1 This Agreement shall be in effect as of July 1, 2003, and shall continue in effect until June 30, 2006, subject to the following provisions:
- 24:1.1 This Agreement is in part subject to the Association's right to negotiate over a successor Agreement as provided in Article 2.
- 24:2 In witness whereof, the parties hereto have caused this Agreement on the day and year (first) above written.
- 24:3 This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any addendum to this agreement between the Millville Board of Education and the Millville Education Association, will be attached to this present Agreement.

Millville Education Association

Millville Board of Education

by 
President

by 
President

Attest: 
Secretary

Attest: 
Secretary

APPENDIX A

GRIEVANCE FORM

DATE: _____

The undersigned grievant hereby submits the following grievance to
_____:

- a) The nature of the grievance:
- b) The date of occurrence:
- c) The basis of the grievance
- d) The grievant is dissatisfied with the previous decision in the following way:
- e) The grievant seeks the following redress:
- f) The grievance has previously proceeded through these steps with these outcomes:

Grievant

SCHEDULE A TEACHER SALARY GUIDE 2003-2004														
Step	New Number	ND	ND+30	ND+60	ND+90	BA	BA+10	BA+20	BA+30	MA	MA+15	MA+30	MA+45	PhD
1														
2	1	35,060	35,210	35,360	35,510	35,660	35,860	36,060	36,260	36,860	37,260	37,460	37,660	38,060
3	2	35,160	35,310	35,460	35,610	35,760	35,960	36,160	36,360	36,960	37,360	37,560	37,760	38,160
4	3	35,260	35,410	35,560	35,710	35,860	36,060	36,260	36,460	37,060	37,460	37,660	37,860	38,260
5	4	35,760	35,910	36,060	36,210	36,360	36,560	36,760	36,960	37,560	37,960	38,160	38,360	38,760
6	5	36,260	36,410	36,560	36,710	36,860	37,060	37,260	37,460	38,060	38,460	38,660	38,860	39,260
7	6	36,760	36,910	37,060	37,210	37,360	37,560	37,760	37,960	38,560	38,960	39,160	39,360	39,760
8	7	38,150	38,300	38,450	38,600	38,750	38,950	39,150	39,350	39,950	40,350	40,550	40,750	41,150
9	8	41,070	41,220	41,370	41,520	41,670	41,870	42,070	42,270	42,870	43,270	43,470	43,670	44,070
10	9	43,070	43,220	43,370	43,520	43,670	43,870	44,070	44,270	44,870	45,270	45,470	45,670	46,070
11	10	46,890	47,040	47,190	47,340	47,490	47,690	47,890	48,090	48,690	49,090	49,290	49,490	49,890
12	11	50,693	50,843	50,993	51,143	51,293	51,493	51,693	51,893	52,493	52,893	53,093	53,293	53,693
13	12	54,495	54,645	54,795	54,945	55,095	55,295	55,495	55,695	56,295	56,695	56,895	57,095	57,495
14	13	58,298	58,448	58,598	58,748	58,898	59,098	59,298	59,498	60,098	60,498	60,698	60,898	61,298
15	14	62,100	62,250	62,400	62,550	62,700	62,900	63,100	63,300	63,900	64,300	64,500	64,700	65,100

SCHEDULE A TEACHER SALARY GUIDE 2004-2005														
Step	New Number	ND	ND+30	ND+60	ND+90	BA	BA+10	BA+20	BA+30	MA	MA+15	MA+30	MA+45	PhD
1														
2	1	37,100	37,250	37,400	37,550	37,700	37,900	38,100	38,300	38,900	39,300	39,500	39,700	40,100
3	2	37,200	37,350	37,500	37,650	37,800	38,000	38,200	38,400	39,000	39,400	39,600	39,800	40,200
4	3	37,300	37,450	37,600	37,750	37,900	38,100	38,300	38,500	39,100	39,500	39,700	39,900	40,300
5	4	37,800	37,950	38,100	38,250	38,400	38,600	38,800	39,000	39,600	40,000	40,200	40,400	40,800
6	5	38,300	38,450	38,600	38,750	38,900	39,100	39,300	39,500	40,100	40,500	40,700	40,900	41,300
7	6	38,800	38,950	39,100	39,250	39,400	39,600	39,800	40,000	40,600	41,000	41,200	41,400	41,800
8	7	40,190	40,340	40,490	40,640	40,790	40,990	41,190	41,390	41,990	42,390	42,590	42,790	43,190
9	8	42,550	42,700	42,850	43,000	43,150	43,350	43,550	43,750	44,350	44,750	44,950	45,150	45,550
10	9	44,580	44,730	44,880	45,030	45,180	45,380	45,580	45,780	46,380	46,780	46,980	47,180	47,580
11	10	48,390	48,540	48,690	48,840	48,990	49,190	49,390	49,590	50,190	50,590	50,790	50,990	51,390
12	11	52,193	52,343	52,493	52,643	52,793	52,993	53,193	53,393	53,993	54,393	54,593	54,793	55,193
13	12	55,995	56,145	56,295	56,445	56,595	56,795	56,995	57,195	57,795	58,195	58,395	58,595	58,995
14	13	59,798	59,948	60,098	60,248	60,398	60,598	60,798	60,998	61,598	61,998	62,198	62,398	62,798
15	14	63,600	63,750	63,900	64,050	64,200	64,400	64,600	64,800	65,400	65,800	66,000	66,200	66,600

**SCHEDULE A
TEACHER SALARY GUIDE
2005-2006**

Step	New Number	ND	ND+30	ND+60	ND+90	BA	BA+10	BA+20	BA+30	MA	MA+15	MA+30	MA+45	PhD
1														
2	1	39,460	39,610	39,760	39,910	40,060	40,260	40,460	40,660	41,260	41,660	41,860	42,060	42,460
3	2	39,760	39,910	40,060	40,210	40,360	40,560	40,760	40,960	41,560	41,960	42,160	42,360	42,760
4	3	40,060	40,210	40,360	40,510	40,660	40,860	41,060	41,260	41,860	42,260	42,460	42,660	43,060
5	4	40,560	40,710	40,860	41,010	41,160	41,360	41,560	41,760	42,360	42,760	42,960	43,160	43,560
6	5	41,060	41,210	41,360	41,510	41,660	41,860	42,060	42,260	42,860	43,260	43,460	43,660	44,060
7	6	41,560	41,710	41,860	42,010	42,160	42,360	42,560	42,760	43,360	43,760	43,960	44,160	44,560
8	7	42,060	42,210	42,360	42,510	42,660	42,860	43,060	43,260	43,860	44,260	44,460	44,660	45,060
9	8	44,050	44,200	44,350	44,500	44,650	44,850	45,050	45,250	45,850	46,250	46,450	46,650	47,050
10	9	46,050	46,200	46,350	46,500	46,650	46,850	47,050	47,250	47,850	48,250	48,450	48,650	49,050
11	10	49,850	50,000	50,150	50,300	50,450	50,650	50,850	51,050	51,650	52,050	52,250	52,450	52,850
12	11	53,653	53,803	53,953	54,103	54,253	54,453	54,653	54,853	55,453	55,853	56,053	56,253	56,653
13	12	57,455	57,605	57,755	57,905	58,055	58,255	58,455	58,655	59,255	59,655	59,855	60,055	60,455
14	13	61,258	61,408	61,558	61,708	61,858	62,058	62,258	62,458	63,058	63,458	63,658	63,858	64,258
15	14	65,100	65,250	65,400	65,550	65,700	65,900	66,100	66,300	66,900	67,300	67,500	67,700	68,100

**SCHEDULE C
SECRETARY SALARY GUIDE**

2003-2004

2004-2005

2005-2006

Step	12A	12B	10A	10B	Step	12A	12B	10A	10B	Step	12A	12B	10A	10B
1	22,145	22,145	19,445	19,045	1	22,870	22,870	20,170	19,770	1	23,812	23,812	21,112	20,712
2	22,445	22,445	19,745	19,345	2	23,170	23,170	20,470	20,070	2	24,112	24,112	21,412	21,012
3	22,745	22,745	20,045	19,645	3	23,470	23,470	20,770	20,370	3	24,412	24,412	21,712	21,312
4	23,045	23,045	20,345	19,945	4	23,770	23,770	21,070	20,670	4	24,712	24,712	22,012	21,612
5	23,545	23,545	20,945	20,445	5	24,270	24,270	21,670	21,170	5	25,212	25,212	22,612	22,112
6	24,045	24,145	21,545	20,845	6	24,770	24,870	22,270	21,570	6	25,712	25,812	23,212	22,512
7	24,745	24,845	22,245	21,445	7	25,470	25,570	22,970	22,170	7	26,412	26,512	23,912	23,112
8	25,545	25,545	22,945	22,045	8	26,270	26,270	23,670	22,770	8	27,212	27,212	24,612	23,712
9	26,545	26,345	23,645	22,845	9	27,270	27,070	24,370	23,570	9	28,212	28,012	25,312	24,512
10	27,745	27,145	24,545	23,545	10	28,470	27,870	25,270	24,270	10	29,412	28,812	26,212	25,212
11	28,745	27,945	25,445	24,545	11	29,470	28,670	26,170	25,270	11	30,412	29,612	27,112	26,212
12	30,165	29,165	26,565	25,565	12	30,890	29,890	27,290	26,290	12	31,832	30,832	28,232	27,232
13	32,065	30,765	28,065	26,965	13	32,790	31,490	28,790	27,690	13	33,732	32,432	29,732	28,632
14	33,165	31,965	28,765	27,765	14	33,890	32,690	29,490	28,490	14	34,832	33,632	30,432	29,432
15	34,945	33,545	30,245	29,145	15	35,670	34,270	30,970	29,870	15	36,612	35,212	31,912	30,812
16	37,245	35,645	32,245	31,145	16	37,970	36,370	32,970	31,870	16	38,912	37,312	33,912	32,812
17	39,445	37,745	34,145	33,045	17	40,170	38,470	34,870	33,770	17	41,112	39,412	35,812	34,712
18	42,745	41,045	37,045	36,045	18	43,470	41,770	37,770	36,770	18	44,412	42,712	38,712	37,712

SCHEDULE D											
2003-2004			2004-2005			2005-2006					
STEP	AIDES	SECURITY	STEP	AIDES	SECURITY	STEP	AIDES	SECURITY			
1	15,826	16,726	1	16,036	16,936	1	16,696	17,596			
2	16,126	17,026	2	16,336	17,236	2	16,996	17,896			
3	16,426	17,326	3	16,636	17,536	3	17,296	18,196			
4	16,726	17,626	4	16,936	17,836	4	17,596	18,496			
5	17,026	17,926	5	17,236	18,136	5	17,896	18,796			
6	17,326	18,226	6	17,536	18,436	6	18,196	19,096			
7	17,626	18,526	7	17,836	18,736	7	18,496	19,396			
8	17,926	18,826	8	18,136	19,036	8	18,796	19,696			
9	18,226	19,126	9	18,436	19,336	9	19,096	20,096			
10	18,526	19,426	10	18,736	19,636	10	19,396	20,396			
11	18,826	19,726	11	19,036	19,936	11	19,696	20,696			
12	19,126	20,026	12	19,336	20,236	12	19,996	20,996			
13	19,426	20,326	13	19,636	20,536	13	20,296	21,296			
	19,726	20,626		19,936	20,836		20,596	21,596			
	20,026	20,926		20,236	21,136		20,896	21,896			
	20,326	21,226		20,536	21,436		21,196	22,196			
	20,626	21,526		20,836	21,736		21,496	22,496			
	20,926	21,826		21,136	22,036		21,796	22,796			
	21,226	22,126		21,436	22,336		22,096	23,096			
	21,526	22,426		21,736	22,636		22,396	23,396			
	21,826	22,726		22,036	22,936		22,696	23,696			
	22,126	23,026		22,336	23,236		22,996	23,996			
	22,426	23,326		22,636	23,536		23,296	24,296			
	22,726	23,626		22,936	23,836		23,596	24,596			
	23,026	23,926		23,236	24,136		23,896	24,896			
	23,326	24,226		23,536	24,436		24,196	25,196			
	23,626	24,526		23,836	24,736		24,496	25,496			
	23,926	24,826		24,136	25,036		24,796	25,796			
	24,226	25,126		24,436	25,336		25,096	26,096			
	24,526	25,426		24,736	25,636		25,396	26,396			
	24,826	25,726		25,036	25,936		25,696	26,696			
	25,126	26,026		25,336	26,236		25,996	26,996			
	25,426	26,326		25,636	26,536		26,296	27,296			
	25,726	26,626		25,936	26,836		26,596	27,596			
	26,026	26,926		26,236	27,136		26,896	27,896			
	26,326	27,226		26,536	27,436		27,196	28,196			
	26,626	27,526		26,836	27,736		27,496	28,496			
	26,926	27,826		27,136	28,036		27,796	28,796			
	27,226	28,126		27,436	28,336		28,096	29,096			
	27,526	28,426		27,736	28,636		28,396	29,396			
	27,826	28,726		28,036	28,936		28,696	29,696			
	28,126	29,026		28,336	29,236		28,996	29,996			
	28,426	29,326		28,636	29,536		29,296	30,296			
	28,726	29,626		28,936	29,836		29,596	30,596			
	29,026	29,926		29,236	30,136		29,896	30,896			
	29,326	30,226		29,536	30,436		30,196	31,196			
	29,626	30,526		29,836	30,736		30,496	31,496			
	29,926	30,826		30,136	31,036		30,796	31,796			
	30,226	31,126		30,436	31,336		31,096	32,096			
	30,526	31,426		30,736	31,636		31,396	32,396			
	30,826	31,726		31,036	31,936		31,696	32,696			
	31,126	32,026		31,336	32,236		31,996	32,996			
	31,426	32,326		31,636	32,536		32,296	33,296			
	31,726	32,626		31,936	32,836		32,596	33,596			
	32,026	32,926		32,236	33,136		32,896	33,896			
	32,326	33,226		32,536	33,436		33,196	34,196			
	32,626	33,526		32,836	33,736		33,496	34,496			
	32,926	33,826		33,136	34,036		33,796	34,796			
	33,226	34,126		33,436	34,336		34,096	35,096			
	33,526	34,426		33,736	34,636		34,396	35,396			
	33,826	34,726		34,036	34,936		34,696	35,696			
	34,126	35,026		34,336	35,236		34,996	35,996			
	34,426	35,326		34,636	35,536		35,296	36,296			
	34,726	35,626		34,936	35,836		35,596	36,596			
	35,026	35,926		35,236	36,136		35,896	36,896			
	35,326	36,226		35,536	36,436		36,196	37,196			
	35,626	36,526		35,836	36,736		36,496	37,496			
	35,926	36,826		36,136	37,036		36,796	37,796			
	36,226	37,126		36,436	37,336		37,096	38,096			
	36,526	37,426		36,736	37,636		37,396	38,396			
	36,826	37,726		37,036	37,936		37,696	38,696			
	37,126	38,026		37,336	38,236		37,996	38,996			
	37,426	38,326		37,636	38,536		38,296	39,296			
	37,726	38,626		37,936	38,836		38,596	39,596			
	38,026	38,926		38,236	39,136		38,896	39,896			
	38,326	39,226		38,536	39,436		39,196	40,196			
	38,626	39,526		38,836	39,736		39,496	40,496			
	38,926	39,826		39,136	40,036		39,796	40,796			
	39,226	40,126		39,436	40,336		40,096	41,096			
	39,526	40,426		39,736	40,636		40,396	41,396			
	39,826	40,726		40,036	40,936		40,696	41,696			
	40,126	41,026		40,336	41,236		40,996	41,996			
	40,426	41,326		40,636	41,536		41,296	42,296			
	40,726	41,626		40,936	41,836		41,596	42,596			
	41,026	41,926		41,236	42,136		41,896	42,896			
	41,326	42,226		41,536	42,436		42,196	43,196			
	41,626	42,526		41,836	42,736		42,496	43,496			
	41,926	42,826		42,136	43,036		42,796	43,796			
	42,226	43,126		42,436	43,336		43,096	44,096			
	42,526	43,426		42,736	43,636		43,396	44,396			
	42,826	43,726		43,036	43,936		43,696	44,696			
	43,126	44,026		43,336	44,236		43,996	44,996			
	43,426	44,326		43,636	44,536		44,296	45,296			
	43,726	44,626		43,936	44,836		44,596	45,596			
	44,026	44,926		44,236	45,136		44,896	45,896			
	44,326	45,226		44,536	45,436		45,196	46,196			
	44,626	45,526		44,836	45,736		45,496	46,496			
	44,926	45,826		45,136	46,036		45,796	46,796			
	45,226	46,126		45,436	46,336		46,096	47,096			
	45,526	46,426		45,736	46,636		46,396	47,396			
	45,826	46,726		46,036	46,936		46,696	47,696			
	46,126	47,026		46,336	47,236		46,996	47,996			
	46,426	47,326		46,636	47,536		47,296	48,296			
	46,726	47,626		46,936	47,836		47,596	48,596			
	47,026	47,926		47,236	48,136		47,896	48,896			
	47,326	48,226		47,536	48,436		48,196	49,196			
	47,626	48,526		47,836	48,736		48,496	49,496			
	47,926	48,826		48,136	49,036		48,796	49,796			
	48,226	49,126		48,436	49,336		49,096	50,096			
	48,526	49,426		48,736	49,636		49,396	50,396			
	48,826	49,726		49,036	49,936		49,696	50,696			
	49,126	50,026		49,336	50,236		49,996	50,996			
	49,426	50,326		49,636	50,536		50,296	51,296			
	49,726	50,626		49,936	50,836		50,596	51,596			
	50,026	50,926		50,236	51,136		50,896	51,896			
	50,326	51,226		50,536	51,436		51,196	52,196			
	50,626	51,526		50,836	51,736		51,496	52,496			
	50,926	51,826		51,136	52,036		51,796	52,796			
	51,226	52,126		51,436	52,336		52,096	53,096			
	51,526	52,426		51,736	52,636		52,396	53,396			
	51,826	52,726		52,036	52,936		52,696	53,696			
	52,126	53,026		52,336	53,236		52,996	53,996			
	52,426	53,326		52,636	53,536		53,296	54,296			
	52,726	53,626		52,936	53,836		53,596	54,596			
	53,026	53,926		53,236	54,136		53,896	54,896			
	53,326	54,226		53,536	54,436		54,196	55,196			
	53,626	54,526		53,836	54,736		54,496	55,496			
	53,926	54,826		54,136	55,036		54,796	55,796			
	54,226	55,126		54,436	55,336						

SCHEDULE E COMPUTER TECHNICIANS											
2003-2004				2004-2005				2005-2006			
Step	10 Month	12 Month	Step	10 Month	12 Month	Step	10 Month	12 Month	Step	10 Month	12 Month
1	24,416	29,122	1	25,376	30,082	1	26,579	31,285	1	27,079	31,885
2	24,916	29,722	2	25,876	30,682	2	27,079	31,885	2	27,579	32,485
3	25,416	30,322	3	26,376	31,282	3	28,079	33,085	3	28,579	33,685
4	25,916	30,922	4	26,876	31,882	4	28,579	33,685	4	29,079	34,285
5	26,416	31,522	5	27,376	32,482	5	29,079	34,285	5	29,579	34,885
6	26,916	32,122	6	27,876	33,082	6	29,579	34,885	6	30,079	35,485
7	27,416	32,722	7	28,376	33,682	7	30,079	35,485	7	30,579	36,085
8	27,916	33,322	8	28,876	34,282	8	30,579	36,085	8	31,079	36,685

**SCHEDULE F
CAFETERIA SALARY GUIDE
2003-2004**

Step	Asst Man	Cook	Cook WB	Asst. Cook	Baker	Worker	Aides
1							
2	11.49	10.67	9.78	9.46	10.57	8.74	7.42
3	11.59	10.77	9.88	9.57	10.68	8.84	7.53
4	11.71	10.88	9.99	9.68	10.78	8.95	7.63
5	11.81	10.99	10.10	9.79	10.90	9.06	7.75
Off Guide 1	12.27	11.42	10.49	10.17	11.32	9.41	8.05
Off Guide 2	-	-	-	-	-	9.78	-
Off Guide 3	-	11.85	-	-	-	10.14	-
Off Guide 4	12.75	12.59	10.89	10.80	11.75	10.77	-
Off Guide 5	13.52	13.32	11.58	11.21	12.48	11.40	8.36
Off Guide 6	14.31	14.06	12.26	12.26	13.21	12.57	8.68
Off Guide 7	15.32	14.82	12.94	12.94	14.69	12.67	9.21
Off Guide 8	15.92	15.04	13.72	13.72	14.93	12.77	10.82

**CAFETERIA SALARY GUIDE
2004-2005**

Step	Asst Man	Cook	Cook WB	Asst. Cook	Baker	Worker	Aides
1							
2	-	-	-	-	-	-	-
3	12.06	11.20	10.26	9.93	11.10	9.17	7.79
4	12.17	11.31	10.37	10.04	11.21	9.28	7.90
5	12.29	11.42	10.48	10.17	11.32	9.39	8.02
Off Guide 1	12.40	11.54	10.61	10.28	11.44	9.51	8.14
Off Guide 2	12.89	12.00	11.01	10.68	11.88	9.88	8.46
Off Guide 3	-	-	-	-	-	10.26	-
Off Guide 4	-	12.45	-	-	-	10.65	-
Off Guide 5	13.38	13.22	11.43	11.34	12.34	11.31	-
Off Guide 6	14.20	13.99	12.16	11.77	13.10	11.97	8.78
Off Guide 7	15.03	14.76	12.88	12.88	13.87	13.20	9.12
Off Guide 8	16.09	15.56	13.58	13.58	15.42	13.31	9.67
Off Guide 9	16.71	15.79	14.41	14.41	15.68	13.41	11.36

**CAFETERIA SALARY GUIDE
2005-2006**

Step	Asst Man	Cook	Cook WB	Asst. Cook	Baker	Worker	Aides
1							
2	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-
4	12.72	11.82	10.83	10.48	11.71	9.68	8.22
5	12.84	11.93	10.95	10.60	11.83	9.79	8.34
Off Guide 1	12.97	12.05	11.06	10.72	11.95	9.91	8.46
Off Guide 2	13.09	12.18	11.19	10.84	12.07	10.04	8.58
Off Guide 3	13.60	12.65	11.62	11.27	12.54	10.42	8.92
Off Guide 4	-	-	-	-	-	10.83	-
Off Guide 5	-	13.13	-	-	-	11.24	-
Off Guide 6	14.12	13.95	12.06	11.97	13.02	11.93	-
Off Guide 7	14.98	14.76	12.83	12.42	13.83	12.63	9.26
Off Guide 8	15.85	15.57	13.59	13.59	14.63	13.92	9.62
Off Guide 9	16.97	16.41	14.33	14.33	16.27	14.04	10.20
Off Guide 10	17.63	16.66	15.20	15.20	16.54	14.14	11.98

