

AGREEMENT
BETWEEN
BARRINGTON BOARD OF EDUCATION
AND
BARRINGTON EDUCATION ASSOCIATION
FOR COLLECTIVELY NEGOTIATED CONTRACT
FOR THE PERIOD OF
JULY 1, 2003 THROUGH JUNE 30, 2006

PREAMBLE

WHEREAS, the Board of Education is required by law to negotiate with its employees as to the terms and conditions of employment and grievances; and the parties hereto through negotiations in good faith, have reached agreement on all such matters and such agreement is hereby reduced to writing, as required by law.

ARTICLE I RECOGNITION

A. Pursuant of N.J.S.A. 34:13A-1 et seq. the Borough of Barrington Board of Education ("Board") recognizes the Barrington Education Association ("Association") as the sole and exclusive representative for collective bargaining concerning the terms and conditions of employment for all personnel who have a contract, subject to the provisions and/or positions set forth below as follows:

1. Professional Teaching Staff
2. Guidance Counselor
3. Nurses
4. Child Study team members
5. Custodians
6. 10 Month Secretaries
7. 12 Month Secretaries

But excluding:

1. Superintendent
2. School Business Administrator
3. Secretary to the Board of Education
4. Principals
5. Confidential Secretaries
6. Substitute Teachers
7. Classroom Aides

- B. Unless otherwise indicated, the term "employee" when used hereinafter in this contract, shall refer to all employees represented by the Association in the Negotiating Unit as above defined, and reference to employees shall be deemed to include both male and 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 II
MANAGEMENT RIGHTS CLAUSE

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey, including, but without limiting the generality of the foregoing, the right:
1. To the executive management administrative control of the school system, and its properties and facilities, and the activities of its employees;
 2. 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 demotion; and to promote and transfer all such employees;
 3. To establish grades and courses 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;
 4. 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;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, 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 contract and then only to the extent such specific and express terms hereof are in conformance with the applicable laws and regulations of the State of New Jersey.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey School Law, commonly known as Title 18A, or any other national, state, county, district, or local laws or regulations as they pertain to education.

D. EMPLOYEE CLASSIFICATION CUSTODIAN

1. Each new employee will serve a sixty (60) day apprenticeship period.
2. After successfully completing the apprenticeship period, and if employment is continued by the Board, he will be considered a probationary employee for the remainder of his first year.
3. An employee with more than one (1) year of service will be considered a regular employee.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee of the Barrington School System that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of this contract or of an established policy governing employees, or an administrative decision affecting employees. A grievance, to be considered under this procedure, must be initiated by the grievant (the employee or Association) within thirty (30) calendar days from the time the grievant knew or should have known of its occurrence.

B. Procedure

1. All meetings and hearings under this procedure shall be conducted in private and shall include only interested parties and/or their designated or selected representatives.
2. Any employee who has a grievance shall discuss it first with his principal, (Custodian: Maintenance Man/Supervisor.) if applicable, in an attempt to resolve the matter informally at that level.
3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) school days, he shall set forth his grievance in writing to his principal (Custodian: Maintenance Man/Supervisor.) specifying:
 - a. The exact contract provision, policy or administrative decision that is being grieved.
 - b. The exact remedy being sought.
 - c. The principal shall communicate his decision to the employee in writing within ten (10) school days of receipt of the written grievance.

4. a. The employee may appeal the principal's decision within ten (10) school days to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and the principal.
 - b. Custodians: The employee may appeal the Maintenance Man/Supervisor's decision within ten (10) workdays to the School-Business Administrator. The appeal to the School-Business Administrator must be made in writing reciting the matter submitted to the Maintenance Man/Supervisor's as specified above and his or her dissatisfaction with decision previously rendered. The School-Business Administrator shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) workdays. The School-Business Administrator shall communicate his decision in writing to the employee and the Maintenance Man/Supervisor's. The employee may appeal the School Business Administrator's decision within ten (10) workdays to the Superintendent. The appeal to the Superintendent must be made in writing reciting the matter submitted to the School-Business Administrator as specified above and his or her dissatisfaction with decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) workdays. The Superintendent shall communicate his decision in writing to the employee and the School Business Administrator.
5. If the grievance is not resolved to the grievant's satisfaction he, no later than ten (10) school days after receipt of the Superintendent's decision, may request a review by the Board. The request and a statement of the grievance shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, may review the grievance. The Board at its option may hold a hearing with the employee grievant, provided however, that there shall be up to three (3) hearings allowed per year for grievances from all of the BEA represented independent units. The distribution among the units shall be at BEA discretion so long as the combined total of three hearings is not exceeded per year. A decision, in writing, shall be forwarded to the grievant and to the Association within thirty (30) calendar days of receipt of the appeal, or, if a hearing is granted, within thirty (30) calendar days of the date of the hearing. The referred to hearing with a board committee, if granted, shall be held within a reasonable expeditious time after receipt of the appeal

notice.

6.
 - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.
 - b. **Teachers**: 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. By mutual agreement in writing, both sides may agree to "STOP THE CLOCK", at the Superintendent or Board level, on any grievance procedure when there is a justifiable reason for such action. Any such agreement reached through negotiations, accomplished by the Superintendent and the BEA grievance chairperson, will be binding on both parties until the next successor contract. Either side may open the issue at this time for further discussions. If a negotiated settlement does not occur in a reasonable period of time, not to exceed four (4) months, this section will not apply, and the "CLOCK" will resume on the first day of the fifth (5th) month unless an earlier date is indicated. Nothing in this section diminishes the right of the grievant to follow the normal grievance procedure.
 - c. **Secretaries and Custodians**: 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.
 - d. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
7. If the employee is dissatisfied with the decision of the Board, the employee or the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the decision in writing of the Board was made known to the employee or his representative.

Except for:

- (a) A complaint of a non-tenure teacher, secretary, or custodian which arises by reason of not being re-employed, or
- (b) A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required. Such request can be honored only if the grievant(s) and the organization representing them waive the right, if any, in writing of said grievant(s) and the organization representing them to submit the

underlying dispute to any other administrative or judicial tribunal. The following procedure will be used to secure the services of an arbitrator.

The Association shall file a demand to the American Arbitration Association and the parties shall be bound by the rules and procedures of the AAA in the selection and services of the arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the contract between the parties or any policy of the Board of Education. The recommendations of the arbitrator will be binding on both parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitration hearing.

Costs

1. All costs incurred by a party will be the sole responsibility of the party that incurred those costs.
2. The fees and expenses of the arbitrator are the costs, which will be shared by the two parties, and such costs will be shared equally.
3. If time is lost by any employee due to arbitration proceedings, that necessitates the retention of a substitute, the Board will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.
4. Effort will be made to hold arbitration hearings at a convenient time and place for all interested parties.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to N.J.S.A. 34-13A-1 et seq. the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agreed that it shall not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by N.J.S.A. 34 13A-1 et seq. or other laws of New Jersey, or the

Constitutions of New Jersey and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or other proceeding under this contract with respect to any terms or conditions of employment.

- B. No teacher shall be prevented from wearing pins or other inconspicuous identification of membership in the Association or its affiliates.
- C. Whenever any teaching staff member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of the teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, he shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a person of his own choosing present to advise him during such meeting or interview.
- D. No employee shall be disciplined, reduced in rank, reprimanded or terminated without just cause.

SECRETARY RIGHTS

- A. Pursuant to Title NJSA 34:13a-1 et seq., the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any secretary in the enjoyment of any rights conferred by Title NJSA 34:13a-1 et seq. or other laws of New Jersey, or the Constitutions of New Jersey and the United States; that it will not discriminate against any secretary with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or other proceeding under this agreement with respect to any terms or conditions of employment.
- B. No secretary shall be prevented from wearing pins or other inconspicuous identification of membership in the Association or its affiliates.

ARTICLE V **ASSOCIATION RIGHTS**

TEACHERS & SECRETARIES

- A. The representatives of the Association and of the New Jersey Education shall be permitted to transact official Association business on school property, after notifying the building principal in writing and gaining approval, provided that this shall not interfere with or interrupt normal school operations.
- B. The Association and its representatives may be permitted to use school building for meetings. (Notifying the building principal in writing and gaining approval so as not to interfere with other scheduled activities shall be deemed permission to use any school building for a meeting.) The Association shall be responsible for payment of extra maintenance and service costs in accordance with Board policy.
- C. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge. Should the administration object to any posted materials, the Association agrees, after being informed, that it shall be removed.
- D. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary, with the prior approval of the building principal, or other members of the administration.
- E. The Association may be permitted the right to use school facilities and equipment at reasonable times when the equipment is not otherwise in use; pending permission of the principal is secured or other members of the administrative staff. The Association will provide all materials and supplies incident to such use.

ARTICLE VI

SCHOOL CALENDAR

TEACHERS

- A. The Association will submit to the Superintendent prior to February 1 of each year its recommendations with respect to the school calendar for the ensuing school year. The Board, in determining the school calendar, will consider any recommendation for the official school calendar requested by the Association, prior to the adoption of the school calendar by the Board, however the Board reserves the right to make the final decision.
- B. The in-school work year shall be one hundred eighty seven (187) workdays. A minimum two (2) of said one hundred eighty seven (187) workdays shall be full day "In Service" days with the remaining days being "Pupil Contact" days.
- C. The Board also reserves the right to establish and alter the school calendar within the contractual dates of September 1 through June 30.

WORK YEAR

- A. **Ten (10) Month Secretaries:** The work year for ten (10) month unit members shall be two hundred and three (203) days, and shall include the days when school is open, teacher in-service days and two (2) days for the NJEA Convention. If school is closed and work not required on NJEA Convention days, those days will not count toward the two hundred and three (203) days.
1. The Association shall follow the school calendar as adopted by the Board, the same as the Barrington Education Association with the following exception:
 2. The employees of the Association shall begin their duties five (5) working days prior to the day on which the teachers will report in September and will work five (5) days after the teachers last day of June. The additional six (6) days will be scheduled during the summer.
- B. **Twelve (12) Month Secretaries**
1. The work year shall be all days except:

| | |
|-----------------------|------------------------|
| July 4 | Martin Luther King Day |
| Labor Day | Presidents' Day |
| Thanksgiving Holiday | Good Friday |
| (Thursday and Friday) | |
| December 24 | Easter Monday |
| Christmas Day | Memorial Day |
| New Year's Day | |
 2. The incumbent secretary (Ann Semple) shall be entitled to any additional days that the schools are closed for winter and spring recess. Vacation days will not be granted during the three (3) days prior to the opening of school.
- C. The Board may not require Secretaries to work on days that are specified on the school calendar as holidays, vacation days or recesses.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

- A. It is mutually recognized by the parties that the principle of the forty (40) hour normal workweek cannot be interpreted literally. Nothing contained herein prohibits or limits the right of the Board to assign the extra duties normally associated with the profession.
- B. It is the professional responsibility of each individual teacher as well as the Board to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:
1. Required careful daily preparation

2. Required attendance at staff meetings
3. Participation in activities of the school such as:
 - a. Open houses
 - b. P.T.A. meetings
 - c. Public performances of children in plays, concerts, athletic activities or other extracurricular activities.
 - d. There may be up to four (4) night meetings or conferences per year per teacher. The maximum duration of time spent at such meetings or conferences shall not exceed eight (8) hours per year per teacher. For each teacher who attends four meetings or conferences per year, an early dismissal of no later than 1:30 PM shall be scheduled on the day of evening parent conference. In the event that no evening conference is scheduled, at the sole discretion of the Board, such early dismissal may be scheduled unit wide or individually for the teacher involved. The meetings or conferences may vary from teacher to teacher.
- C. Teachers shall not be required to report earlier than one-half hour prior to the start of school. Special Education teachers shall not be required to report earlier than one-half hour prior to the start of Special Education classes. Teachers must remain thirty (30) minutes after the close of the school day. Classes in all schools may not be scheduled to start before 8:30 A.M. or scheduled to end later than 3:30 P.M. In the event that double sessions are deemed necessary, the foregoing will not apply.
- D. Teachers may be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings six (6) times per month, but not more than twice in any one week. These meetings would include IEP conferences, committee meetings, and parent conferences initiated by the administration that last beyond the regular workday. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than one hour (60 minutes), except that one such meeting each month can run for up to ninety (90) minutes beyond student dismissal time, provided seventy-two (72) hours advance notice of such extended meeting is given. If a meeting will last longer than thirty (30) minutes beyond the close of school, a notice of such meeting must be given thirty (30) hours in advance. Teachers may be required to remain two (2) additional times during the year beyond the limit outlined in this paragraph. Once these two (2) additional meetings have been used during the year, the number of meetings for the year will revert to the limit outlined earlier in this paragraph. (Any exceptions to the two additional meetings limitations must be subject to mutual agreement between the Administration and the BEA.)

- E. All teachers shall have a daily duty-free lunch period of at least forty (40) minutes duration. This privilege is subject to emergency situations. The Superintendent can change the lunch time length or scheduling so long as this paragraph is complied with and the overall length of the work day is not increased.
- F. Except in emergency situations teachers will not be assigned the duties of lunchroom aides at Avon School.
- G. Teachers will indicate their presence for duty by placing their initials in the appropriate column of the faculty sign-in register.
- H. Teachers may leave the building, without requesting permission, during their scheduled duty-free lunch periods.
- I. The guaranteed preparation time for teachers shall be two hundred (200) minutes per week for self-contained teachers and two hundred forty (240) minutes per week for departmentalized teachers in the seventh and eighth grades.
 - 1. Specials (Art, Music, Physical Education, Home Economics, Library, Special Education, Gifted and Talented, and Basic Skills Instruction) will receive preparation time allocation based on the category they spend the majority of their time (240 minutes if majority is spent in 7th & 8th grade departmentalized or 200 minutes if a majority is spent otherwise).
 - 2. For teachers assigned to more than one building, travel time between buildings will not be included in preparation time.
 - 3. Before and after school student help time will remain as pupil contract time and will not be counted as preparation time.
- J. At the sole discretion of the Superintendent, one (1) teacher per school building shall be designated as a Head Teacher who shall act in the absence of the Building Principal. Said position shall be posted annually. In the event the Building Principal is absent for a full day the Board shall use its best efforts to provide a substitute for the Head Teachers regular teaching duties. The Head Teacher shall be provided with an annual stipend of six hundred (\$600.00). This stipend shall be paid on a pro-rata basis over ten (10) months.

SECRETARIES HOURS OF WORK

- A. The workday shall be no longer than seven (7) hours in length with a regularly scheduled one (1) hour lunch break.
 - 1. Ten (10) Month Secretaries – Specific starting and finishing times and lunch times to be mutually agreed upon by school principal and secretary on an individual basis.
 - 2. Twelve (12) Month Secretaries – The lunch hour shall be ½ hour during winter recess, spring recess and summer when school is not in session.

- B. All work performed in excess of thirty-five (35) hours per week shall be overtime work, provided however that time and one half payments shall only be made for time worked in excess of forty (40) hours in a specific work week. Overtime must be certified by the principal/supervisor of the building.
 - 1. Overtime worked between thirty-five (35) and forty (40) hours per week shall be paid at the regular hourly rate of pay.
 - 2. Overtime worked above forty (40) hours per week shall be paid at the rate of time and one-half computed at the employee's regular hourly rate of pay.
 - 3. All overtime will be rounded to the nearest one quarter (1/4) hour at the end of each pay period.
- C. Each unit member shall be entitled to two (2) duty free breaks from work of fifteen (15) minutes each in duration per day. The scheduling and the alteration of the scheduling of such breaks shall be at the discretion of the building principal/supervisor. Such breaks are subject to cancellation during an emergency.
- D. In the event that teachers are granted an early dismissal on the day before Christmas break in any year, the ten (10) month secretaries will be dismissed at 2:00 PM on that day in that year.
 - 1. Twelve (12) Month Secretaries – The early dismissal will be in lieu of the one (1) hour lunch break.

CUSTODIAN HOURS OF WORK, UNIFORMS

- A. The regular workweek shall be forty (40) hours. All work performed on a regular workday in excess of eight (8) hours shall be paid at the rate of time and one-half computed at the employee's regular rate of pay. All work performed on Saturday shall be paid at the rate of time and one-half computed at the employee's regular rate of pay providing he works the Friday preceding the Saturday of overtime. All work performed on Sundays or holidays shall be paid at the rate of double time computed at the employee's regular rate of pay provided the employee worked the workday preceding and the workday following the holiday or Sunday.
- B. All employees covered by this agreement will receive a \$10.00 pay differential for split shift work for the purpose of snow removal if required to report in the morning.
- C. All employees covered by this agreement will receive one (1) week notice for overtime on weekends or holidays except in the case of emergencies.
- D. Requirement to work overtime – on rare occasions it may be necessary to order employees to work overtime. Seniority and familiarity with the facility will be considered when making this assignment.

- E. All employees covered by this agreement will be required to wear uniforms during their hours of work.
- F. During the days that school is in session custodians will be expected to remain in the school for their lunchtime. The lunchtime shall be thirty (30) minutes in length.
- G. The administration and Board can require the custodians to work eight (8) hours per day when school is not in session.

ARTICLE VIII
TEACHER FACILITIES

- A. The Board shall make available in each school, a lounge for all staff members use. This facility may be put to other uses outside of the regular school day. When practical and possible, lavatory facilities exclusively for staff members shall also be made available.

ARTICLE IX
TEACHER EMPLOYMENT

- A. No new teacher will be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or standard certificate. These conditions prevail if satisfactory applicant is available at the time of hiring.
- B. The Board will use the Standard Employment Contract (Form A-22) as supplied by the New Jersey State Department of Education will be used to advise all non-tenure personnel of their employment. A tenure employee contract letter giving grade and subject matter assignment and salary for the next year will used to advise tenure employees.
- C. Upon initial employment, the Board and the individual teacher shall negotiate and agree upon initial placement upon the salary guide. Such initial placement shall control future movement on the salary guide.
- D. Teachers with previous teaching experience in the Barrington School District shall, upon returning to the system, receive credit on the salary schedule for outside teaching experience, military experience, or alternative civilian service required by the Selective Service System; credit is not to exceed two (2) years. The Board will comply with applicable State law on military service credit.
- E. Previously accumulated unused leave days will be restored to all teachers returning from military duty, or civilian service required by the Selective Service System.

- F. Teachers shall be notified of their proposed contract and salary status for the ensuing year no later than allowed by State Law.
- G. Tentative teaching assignments will be given by August 1, stating the grade level and subject assignment.

ARTICLE X

VOLUNTARY TRANSERS AND REASSIGNMENTS

- A. As soon as possible the Superintendent will post in all buildings a list of the known vacancies, which shall occur during the following school year.
- B. Teachers who desire a change in grade and/or subject assignment, or who desire a transfer to another building, may file a written statement of such desire with the Superintendent no later than April 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. This application should be renewed annually.
- C. In filling a vacancy within the bargaining unit, the decision of the Board as of the filling of such vacancies shall be final.

ARTICLE XI

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy and consistent with the laws of the State of New Jersey.
- B. When, in the judgment of the teacher, a student requires the attention of the principal, psychologist, physician or other specialist, he shall so inform his principal. The principal will review the recommendation with the teacher and/or other teachers directly involved with the particular student and will then determine the disposition of the case. If it is considered a disciplinary problem, it will be handled according to Board policy. If it is determined to be a problem that requires professional assistance, the name of the child will be referred to the Superintendent for appropriate Board action.
- C. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report.
- D. Any case of assault upon a teacher which had its inception in a school centered problem shall be reported immediately to the building principal, who will in turn advise the Superintendent. In the

event of such an assault, the teacher involved may request assistance of the Board. The Board shall determine the extent of assistance that shall be provided.

- E. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under workmen's compensation, shall not be charged against the teacher unless a court of competent jurisdiction adjudges him guilty.

ARTICLE XII

LEAVE

A. Sick Leave

1. Permitted

- a. Teachers under contract will be allowed thirteen (13) sick days leave with full pay per year. Three (3) of these days may be used for personal leave. All unused leave shall be accumulative. (A doctor's certificate may be required.)
- b. Ten month secretaries – 13 sick days leave per year. Three (3) of these days may be used for personal leave. All unused leave shall be accumulative. (A doctor's certificate may be required.)
- c. Twelve month secretaries – 15 sick days leave per year. Three (3) of these days may be used for personal leave. All unused leave shall be accumulative. (A doctor's certificate may be required.)
- d. Custodians – 15 sick days leave per year. Three (3) of these days may be used for personal leave. All unused leave shall be accumulative. (A doctor's certificate may be required.)

2. A doctor's note will be required after the second incident of absence the day preceding or following a holiday or vacation during one year. For an illness of 5 days or more, a doctor's note shall be required, upon return to work.

3. Additional sick leave (doctor's certificate is required). In cases of unusual illness, of a serious nature, the Superintendent may grant the following sick benefits, in any one school year. This is to be considered over and above the accrued sick leave, in addition to present illness provisions stated above.

- a. To employees with up to three (3) years of employment in the Barrington School District, prior to their request for sick leave, their base salary less the pay of her substitute, for a period not to exceed ten (10) days.
- b. To employees with more than three (3) years and less than ten (10) years of employment in the Barrington School District, prior to their request for sick leave,

their base salary less the pay of her substitute, for a period not to exceed twenty (20) days.

- c. To employees with more than ten (10) years of employment in the Barrington School District, prior to their request for sick leave, their base salary, less the pay of her substitute, for a period not to exceed thirty (30) days.

B. Personal Leave

1. Employees may be allowed up to three (3) personal business days per school year (to be deducted from sick leave in accordance with Section A. paragraph 1 of Article XII) with full pay, provided notice is given in advance to the Superintendent and permission is granted by him. The first two personal business days per year per employee can be taken without specification of a reason. The requests for these first two days are subject to the time restraints for the remaining personal business days. The application for the additional business leave day must contain the reason for the leave, and must be submitted in writing at least one (1) week in advance (except in the event of an emergency when a shorter notice may be acceptable).
2. Personal business days for which a reason must be given may be granted, at the discretion of the Superintendent, when it can be verified that the condition causing the absence is beyond the control of the employee.
3. A personal business leave day shall not normally be granted for the day preceding or the day following holiday or vacations, or for the first and last days of the school years.
4. It is intended that the three (3) day limitation shall be the total of all such days in any given year.
5. A personal day shall be taken as a full day with the exception of an emergency absence in the PM.

C. Bereavement

In addition to sick leave and personal days, the following bereavement benefits shall be available.

1. In case of death in an employee's immediate family, payment for absence will be approved. Ordinarily such approval will not exceed three (3) days, but may under special circumstances be extended to cover up to five days. "Immediate family" shall be understood to mean the employee's parents (or a relative who has taken the place of a parent), husband, wife, children, brothers, sisters, or a relative or an in-law who lives in the same household with the employee.
2. The bereavement leave available above can be taken during the period from the date of death through and including the day after the funeral.

3. In case of death of a relative not in the immediate family or residing in the same household with the employee or in the case of the death of an in-law not residing in the same household with the employee, an employee may be excused with pay for all or part of a scheduled working day in order to attend the funeral. In determining the treatment to be accorded, consideration will be given to the relationship between the employee and the deceased, the time and place of the funeral, and the employee's hours of duty. Ordinarily the maximum time excused should not exceed one day.

D. **Maternity -Teacher – 10 Month Secretaries – 12 Month Secretaries**

1. Any regularly appointed employee should notify the Superintendent of her pregnancy as soon as it is medically confirmed and not later than five (5) months prior to the expected birth. If a pregnant employee wishes to utilize paid annual and accumulated sick leave, the pregnant employee shall be required to work until the actual onset of disability. The period of disability due to pregnancy is presumed to be one (1) month prior to delivery and terminates one (1) month after delivery; provided, however, that in individual cases, and upon appropriate medical certification, such period of disability may commence earlier than one (1) month before delivery. Upon termination of the period of disability, an employee may then request an unpaid maternity leave of absence in accordance with existing Board policy. (A teacher utilizing an unpaid non-disability maternity leave of absence must return on September 1 or February 1.)

NOTE; Compensation for the period of disability will be limited to the number of sick days accumulated by the employee if they are insufficient in number to cover the permitted period of time.

2. The Board may place on leave of absence without pay any employee during pregnancy, for any one of the following reasons:
 - a. Performance - Her performance has declined from the time prior to her pregnancy.
 - b. Physical incapacity – Her physical condition or capacity is such that her health would be impaired if she were to continue teaching.
 - c. Just Cause – Any other “just cause” as defined in N.J.S.A. Title 18A.
3. The Board shall grant maternity leaves of absence without pay to pregnant employees under the following terms and conditions:
 - a. Any tenured or non-tenured employee seeking a leave of absence for pregnancy shall make application to the board of its authorized agent at least sixty (60) days prior to the commencement date of such a leave of absence. Said application

shall set forth, in writing, the commencement date of the requested leave of absence with the requested commencement date, which commencement day may be any time prior to the birth.

- b. Any tenured or non-tenured **teacher** may return to work within the school year in which her leave begins, provided the teacher shall have requested to do so in her application for a leave of absence and shall have specified the month when the teacher desires to return. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. The Board may grant an extension or reduction of time for a reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause, provided that such extension or reduction of time will not substantially interfere with administration of the school. Any tenure teacher granted a leave of absence with a return date during the same school year in which it commences shall be permitted to do so if the teacher makes application at least three (3) weeks prior to the commencement date of her leave of absence and subject to the provisions of paragraph D (3) of this Article.
- c. The Board shall not be required to extend the leave of non-tenure employees beyond the school year for which they were hired.
- d. Any tenured employee may return to work subsequent to the school year in which the teacher's leave begins, provided the teacher shall have requested to do so in her application of a leave of absence.

- 4. Except as otherwise provided in this Article, no tenure or non-tenure teacher shall be barred from returning to work after the birth of her child by any prescribed waiting period between the date of birth and the date of return to work: however, each such teacher shall be required to file, at least two (2) weeks prior to the date of return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that the employee is physically capable of resuming her full duties.

E. 1. Military Leave- Teacher

Only if by law, shall be provided as follows:

Military leave, Reserve and National Guard. The Board, the Barrington Education Association and all employees shall comply with all applicable statutes, rules and regulations, and directives of any and all governmental entities with jurisdiction, concerning the scheduling of military service, and the respective rights, duties, and privileges during and following such service.

2. Military Leave-Custodians

a. Reserve. Any officer or employee of a school district who is a member of the organized reserve or the Army of the United States, Naval Reserve, United States Air Force or United States Marine Corps Reserves, or other organizations affiliated therewith, is entitled to leave of absence from his respective duty without loss of pay or time on all days on which he is engaged in field training or activated during a crisis.

(1) Only "differential" pay (i.e. the difference between full pay and that received from military training) will be paid.

b. National Guard. All officials and employees of a school district who are members of the organized military are entitled to leave of absence from their respective duties, without loss of pay or time, on all days during which they are engaged in active duty, active duty for training, or for other duty ordered by the Governor, provided: however that such leaves of absence do not exceed ninety (90) days in the aggregate in any one year during times of peace. In times of war, conflict or national emergency the 90-day limit will not apply.

(1) Only "differential pay (i.e. the difference between full pay and that received from the military training) will be paid.

F. Leaves for Personal Health – Teachers, 10 month Secretaries – 12 month Secretaries

1. Upon the recommendation of the Superintendent, the Board may permit employees under tenure to take leaves not in excess of one year, without pay, for restoration of health, provided all sick leave has been first exhausted as provided.

Leaves for Personal Health - Custodian

2. Upon the recommendation of the Superintendent, the Board may permit employees with three (3) full years of service to take leaves not in excess of one (1) year, without pay, for restoration of health, provided all sick leave has been first exhausted

3. A doctor's certificate may be required, prior to the granting of such leave.

G. Childbearing and Child Care Leaves

Childcare leave is available to eligible teachers through the statutory FAMILY LEAVE ACT. During this leave no other contractual leave is inherent in this contract.

H. Anticipated Disability and Continuity of Education

1. An employee who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows it.

2. The Board reserves the right to regulate the commencement of anticipated leave.

Teachers whose disability leave begins within 45 calendar days of the school year can be

placed on an involuntary leave at the discretion of the Board. Time spent on unpaid leave shall not be counted for accrual of any benefits.

I. **LEAVES FOR PART TIME UNIT MEMBERS**

Vacation, sick and/or personal time taken by part time Unit Members shall be charged as full days, when taken, regardless of the length of day the Unit Member was scheduled to work on the day charged for vacation, sick and/or personal time.

ARTICLE XIII

NO STRIKE CLAUSE

- A. The Board shall institute no lockout of employees during the term of this contract.
- B. The Association agrees that during the term of this contract, neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass resignation, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the Board and operation of the schools. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. The Board may discipline any employee participating in these prohibitive activities.

ARTICLE XIV

TUITION REIMBURSEMENT – Teachers

A. **Staff Development**

The Board recognizes the need to develop and continue the professional growth of its teaching staff in the specific teaching areas that they are assigned; therefore, the Board, in the interest of encouraging professional growth, shall pay up to one hundred percent (100%) of the tuition costs of graduate level course or courses in the area of teachers employment taken by the teaching staff and approved by the Superintendent of Schools.

B. **Procedure**

- 1. The teaching staff member shall, in writing, thirty (30) days prior to registering for a course, complete the tuition reimbursement approval form (supplied by the Superintendent's Office) and submit to the Superintendent's Office for his approval. No

tuition reimbursement will be made for any course that has not had prior approval of the Superintendent.

2. It shall be the responsibility of the staff members to supply a photocopy of the course description as verification that the course is in their teaching field.

C. Conditions

Approval for reimbursement shall be based on the following conditions:

1. The course must be in a major or minor area of concentration in the field in which the teacher is presently engaged or in the area of the teacher's employment in the Barrington School District.
2. In order to receive reimbursement, the teaching staff member must achieve a minimum grade of "B" in any course submitted for reimbursement.

D. Reimbursement

1. Upon completion of a course that has prior approval of the Superintendent, it shall be the responsibility of the qualified unit member to submit a Request Form for tuition reimbursement along with a certified copy of the transcript from the college/university of attendance not later than the last day of the school year that the course was taken. In the event that the request is not made timely, then in that event, the qualified unit member will have to wait until the end of the next school year for the tuition reimbursement.
2. The Board shall have one (1) calendar year from the date of submission of the tuition reimbursement form to reimburse the teacher for up to 100% of the tuition.
3. At the conclusion of the school year the total money available as outlined in Section (d) will be divided by the number of employees taking approved courses. Reimbursement will be made up to, but not to exceed one-hundred (100%) percent of tuition, based on the money available. Any staff member receiving reimbursement for tuition must maintain employment within the district for a minimum of three (3) years following the actual payment of said reimbursement, unless the contract for the staff member receiving same is now renewed (Prorated amount will be deducted from the final pay.)
4. The Board shall fund a tuition reimbursement pool during each school year of this contract in an amount of five thousand dollars (\$5,000) per school year.

E. Purchase of Textbooks

1. In the interest of developing a current curriculum library, the Board may purchase from teachers textbooks that they have utilized in graduate level courses.
2. It shall be at the discretion of the Superintendent whether they shall exercise this prerogative.

ARTICLE XV

REIMBURSEMENT UPON RETIREMENT

- A. All unit members upon actual retirement, as defined herein, from employment as a staff member, shall be reimbursed for the unused sick leave which that employee has accumulated while in the employ of the Barrington Board of Education, subject to the restrictions set forth in this Article.
- B. The reimbursement shall be calculated at the rate of twenty five percent (25%) of unused, accumulated sick days times one half (1/2) of the highest salary divided by the number of work days. The formula will read: (.25 of sick days) x (.5 of highest salary/contracted work days).
- C. Retirement for the purpose of this article is defined and limited to actual retirement according to the rules and regulations of the Teachers Pension and Annuity Fund or Public Employees Retirement System, with the application for and the current receipt of a currently paid pension at the time the unit member leaves employment with the Barrington School District.
- D. The member who is retiring may elect to delay payment of this reimbursement for up to one (1) year.

ARTICLE XVI

CUSTODIAN VACATIONS

- A. 12 month secretary/employee will be allowed one (1) week's vacation with regular pay if hired by January 1st. After one (1) year's employment on April 1st, the employee will be allowed two (2) week's vacation with regular pay.
- B. Custodians will be entitled to one (1) additional day of vacation for each year of service after six (6) years up to a maximum of fifteen (15) days as set forth below.

| <u>Years of Service</u> | <u>Vacation</u> |
|--------------------------------|------------------------|
| 1-5 | 10 days |
| 6 | 11 days |
| 7 | 12 days |
| After 8 | 15 days |

- C. Vacation days are not accumulative.
- D. The Maintenance Man/Supervisor in consultation with the building principal will be responsible for the scheduling of custodian vacations. Up to two (2) vacations days may be scheduled during the Christmas and Easter recess with prior approval of the Maintenance Man/Supervisor

and subject to seniority and the needs of the school district, provided that the custodian is entitled to at least Seven (7) days vacation.

- E. The first days of any custodian vacation entitlement period shall be the five (5) workdays that precede the opening of the school year for the staff.

ARTICLE XVII
CUSTODIAN HOLIDAYS

- A. All employees covered by the terms of this agreement shall not be required to work on the following holidays:

July 4th
Labor Day
Thanksgiving Holiday – Thurs. & Fri.
December 24th
Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Easter Monday
Memorial Day

- B. If these holidays should fall on a usually scheduled day off for an employee, he shall be given an additional day off to compensate for this.
- C. On the last day of school preceding the Christmas recess, all custodial personnel shall be dismissed two (2) hours prior to the normal end of their shift PROVIDED that their duties and tasks are completed.

ARTICLE XVIII
PROCEDURE FOR WITHHOLDING INCREMENTS AND SALARY ADJUSTMENTS – SECRETARIES

- A. All advancement on the salary guide, including annual increments and/or salary adjustment, may be withheld in whole or in part by the Board, upon the recommendation of the Superintendent.
 - 1. Any such action shall be taken by the Board on or before May 30th of the year preceding the year in which the increment or raise is to be received. Grounds for withholding the increment or raise shall be unsatisfactory performance.

2. A secretary must be given written notification by the Superintendent by March 1st of the intention to recommend the withholding of her increment or raise. Such notification shall contain the alleged cause or causes for the recommendation, specifying the nature thereof with such particulars as to furnish the secretary an opportunity to correct and overcome the same.
3. Any action by the Board withholding an increment or raise in whole or in part is subject to the grievance procedure.
4. In the year following the year for which the increment or raise was withheld, such secretary shall be paid in accordance with the then existing salary guide as if an increment or raise had never been withheld, unless the Board shall take further action in accordance with the provision of this Article to further withhold any additional increment or raise in whole or in part.

ARTICLE XIX

AGENCY SHOP REPRESENTATION

A. PURPOSE OF FEE

If an employee does not become a member of the Barrington Education Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Contract, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Association as majority representative.

B. AMOUNT OF FEE

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessment charges by the Association to its own. Fees to be paid by non-members will not exceed 85% of the above amounts.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee will not exceed 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the

maximum allowed, said increase to become effective as of the beginning of the effective date of the change.

C. DEDUCTIONS AND TRANSMISSION OF FEE

1. Notification

Once during each membership year covered in whole or in part by this Contract, the Association will submit to the Board a list of those employees who have not become members of the Barrington Education Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

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

- a. Ten (10) days after receipt of the aforesaid list by the Board; or
- b. Thirty days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in the bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

3. Termination of Employment

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

4. Mechanics

Except as otherwise provided in this Article, the mechanics for deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deductions and transmissions of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be

reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Contract becomes effective, the Board will submit to the Association, a list of all employees who began their employment in the bargaining unit position during the preceding thirty (30) days period.

The list will include names, job titles and dates of employment from all such employees.

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

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

E. DEMAND AND RETURN SYSTEM AND PROCEDURE FOR DETERMINING AMOUNT OF REPRESENTATION FEE

The parties to this contract agree to utilize the following standard demand and return system as developed and proposed by the NJEA/BEA.

I. INTRODUCTION

This document sets forth the procedure that will be used to determine the amount of the representation fee that local affiliates of the New Jersey Education Association will charge after September 1, 19981. The procedure is designed to comply with the requirements of New Jersey and federal law, as those requirements have been explicated in recent court decisions, and the Rules of the New Jersey Public Employment Relations Commission Appeal Board. It will be reviewed periodically and revised as may be necessary to reflect legal developments in this area.

II. DEFINITIONS

As used in this document, the following terms have the meanings indicated:

- A. "AAA" means the American Arbitration Association;
- B. "Chargeable activities" means those activities engaged in by the local education association that is recognized as the majority representative and its affiliated parent associations, the relevant county education association, the New Jersey Education Association and the National Education Association, for which each employee in the bargaining unit lawfully may be required to pay his or her per capita share of the cost.
- C. "NEA," "NJEA," "CEA," and "LEA" means the National Education Association, the New Jersey Education Association, the relevant county education association, and the local education

association (Barrington Education Association under this contract) that is recognized as the majority representative, respectively;

- D. "Representation fee" means the fee that an employee in the bargaining unit who does not become a member of LEA is required to pay to LEA to offset his or her per capita share of the cost of chargeable activities;
- E. "Representation fee year" means the twelve-month period from September 1 through the following August 31;
- F. "Unified dues" means the dues that an employee in the bargaining unit in the relevant job category (e.g., full-time teacher, full-time secretary) is required to pay to be a member of LEA during the service fee year, including dues that said employee is required to pay to LEA, CEA, NJEA, and NEA. When it is indicated in this document that a function is to be performed by NJEA, it means "NJEA or its designee."

III. INFORMATION TO POTENTIAL OBJECTORS

- A. Promptly after October 15 of each representation fee year, NJEA shall prepare for each bargaining unit represented by an LEA a list of the employees included in said bargaining unit who were not members of LEA as of October 15. The employees on this list shall be referred to hereinafter as "Potential Objectors."
- B. Prior to December 1, NJEA shall deliver to each Potential Objector, at his or her home or place of employment, a memorandum setting forth the representation fee that LEA believes may be charged to the fee payers for the representation fee year (this amount is referred to hereinafter as the "Association-Determined Representation Fee"). This memorandum shall explain the basis for the Association-Determined Representation Fee, and shall list expenditures for each major category of chargeable activities included in said Fee. This memorandum also shall inform each potential objector that he or she may choose to be in either of then following categories:

Category 1: If a Potential Objector accepts the Association-Determined Representation Fee as a proper allocation of chargeable and non-chargeable activities, he or she need take no further action. The Association-Determined Representation Fee shall be deducted from his or her salary in equal installments, commencing on or after January 1.

Category 2: If a Potential Objector does not accept the Association-Determined Representation Fee as a proper allocation of chargeable and non-chargeable activities, he or she may challenge the Association-Determined Representation Fee before an impartial decision maker pursuant to Section IV below. The Association-Determined Representation Fee shall be deducted from his or her salary in equal installments, commencing on or after January 1, and the full amount deducted shall be placed in an

interest-bearing escrow account established in and maintained by the New Jersey National Bank pursuant to Section IV D) below. Together with aforesaid memorandum, NJEA shall deliver to each Potential Objector a copy of this document and such additional information as may be necessary for him or her to gauge the propriety of the Association-Determined Representation Fee, including specifically the following documents:

1. The budgets of LEA, CEA, E, AND NEA projecting expenditures for the current representation year; and
 2. End-of-year financial reports for LEA, CEA, NJEA, AND NEA indicating actual expenditures for the immediately preceding representation fee year, together with statements from an independent auditor or authorized association representative verifying that said reports reflect the actual expenditures during that year.
- C. Prior to December 1, NJEA shall deliver to the employing school district of each Potential Objector a copy of this document, entitled the Demand and Return System and Procedure for Determining Amount of Representation Fee to be charged by Local Affiliates of the New Jersey Education Association.
- D. Potential Objectors shall not be required, through payroll deduction or otherwise, to pay any portion of a representative fee until at least thirty (30) days after the information referred to in Section III B) above has been delivered to them and their employing school district.
1. The date on which a representation fee payer actually begins to pay the representation fee shall have no bearing on the amount of the fee that he or she is required to pay. This amount shall be determined by the date on which the representation fee payer enters the bargaining unit relevant LEA. In order to be timely, the notice of objection must be postmarked or delivered on or before January 1 of each representation fee year.

IV. OBJECTIONS TO AMOUNT OF ASSOCIATION-DETERMINED REPRESENTATION FEE

- A. Any Potential Objector who wishes to challenge the Association-Determined Representation Fee (Category 2 in Section III (B) above) shall so notify NJEA by mailing a notice of objection to NJEA Representative Fee, 180 West State Street, Trenton, New Jersey 08607, or be delivering such a notice to NJEA at said address. The notice of objection shall be in written form and shall include the employee's name, social security number, home address, employing school district, and relevant LEA. In order to be timely, the notice of objection must be postmarked or delivered on or before January 1 of each representation fee year.
- B. If any timely objections are filed, NJEA shall, promptly after January 1,

1. Ask the AAA to appoint an arbitrator experienced in public sector labor relations to hold a hearing to determine the percentage of the NJEA and NEA budgets for the representation fee year that shall be expended for chargeable activities, and
 2. Provide the AAA with a list containing the names, social security number, home address, employing school district, and relevant LEA for each employee who has filed a timely objection. The hearing shall be held in Trenton, New Jersey, at a location and on a date to be determined by the arbitrator. Unless an extension is approved by NJEA the arbitrator shall, on or before January 30, submit to NJEA and each employee on the list a report that indicates the percentage of the NJEA and NEA budgets for the representation fee year that the arbitrator has determined shall be expended for chargeable activities. (With the approval of NJEA, the arbitrator may defer for subsequent issuance his or her reasoning and rationale.)
- C. Except as otherwise provided in this document, all matters relating to the arbitrator's determination of the percentage of the NJEA and NEA budgets that shall be expended for chargeable activities, including without limitation, the selection of the arbitrator, the conduct of the hearing, and the issuance of the report, shall be dealt with in accordance with the AAA Rules for Impartial Determination of Union fees, a copy of which is attached hereto.
- D. Pending NJEA's recalculation of the amount of the representation fee pursuant to Section V below, the full amount of the representation fee collected from any employee who has filed a timely objection shall be placed in an interest-bearing escrow account established in and maintained by the New Jersey National Bank. Said fee shall be sent to the New Jersey National Bank for placement in the escrow account promptly after LEA receives it from the objector or his or her employer.
- E. Any employee who enters the bargaining unit after October 15 but before NJEA's recalculation of the amount of the representation fee pursuant to Section V below and does not become a member of LEA within 15 days of such entry shall promptly thereafter be provided with the information referred to in Section III (B) above. If said employee mails or delivers a notice of objection to NJEA, pursuant to Section IV (A) above. Within thirty (30) days after being provided with the information, NJEA shall, to the extent practicable, arrange for the full amount of his or her representation fee to be placed in the aforesaid escrow account and for him or her to have an opportunity to participate in the hearing before the arbitrator.

V. RECALCULATION OF AMOUNT OF SERVICE FEE

- A. Promptly after receipt of the arbitrator's report, NJEA shall utilize the following procedure to recalculate the amount of the representation fee that may be charged by each LEA to employees who filed timely objections.
1. The percentage of the NJEA budget that the arbitrator has determined shall be expended for chargeable activities during the representation fee year shall be expended for chargeable activities during the representation fee year shall be applied to the NJEA portion of unified dues to obtain a dollar figure.
 2. The percentage of the NJEA budget that the arbitrator has determined shall be expended for chargeable activities during the representation fee year shall be applied to the NJEA portion of unified dues to obtain a dollar figure.
 3. The percentage of the NJEA budget that the arbitrator has determined shall be expended for chargeable activities during the representation fee year shall be applied to the CEA and LEA portions of unified dues to obtain a dollar figure.
 4. The application of the NJEA percentage to the CEA and LEA portions of unified dues is intended to avoid the time, expense, and burden that would be involved in presenting individualized proof as to the expenditures of as many as 21 CEAs and potentially hundreds of LEAs. This approach operates to the advantage of representations fee payers, inasmuch as an LEA—which is the majority representative charged with the legal responsibility for negotiating and administering the collective bargaining agreement – and a CEA – which is the first line of support – invariably spend a greater portion of their budgets for chargeable activities than does a state association – which has a somewhat more varied agenda.
 5. The dollar amounts obtained pursuant to paragraphs 1, 2, 3, and 4 above shall be totaled. This total is referred to hereinafter as the “Impartially-Determined Representation Fee”.
- B. Employees who have filed timely objections shall not be required to pay more than the Impartially-Determined Representation Fee. Based upon the Impartially-Determined Representation Fee, NJEA shall allocate any money, including interest that may be in the escrow account established pursuant to Section IV (D) above. If the Impartially-Determined Representation Fee is less than the Association-Determined Representation Fee, NJEA shall reduce appropriately the amount paid by all employees who have filed timely objections. However, NJEA may, at its option, arrange for the employer to adjust the amount of future representation fee payroll deductions, or promptly after calculation of the Impartially-Determined

Representation Fee pay to the employee in a single lump sum an amount that is equal to the total excess amount that subsequently shall be deducted for the remainder of the representation fee year. If the Impartially-Determined Representation Fee is larger than the Association-Determined Representation Fee, the amount paid by objecting representation fee payers shall not be increased.

VI. MISCELLANEOUS

- A. The determinations made by the arbitrator shall be used to calculate the amount of the representation fee paid by all employees who have filed timely objections, including those who because of late entry into the bargaining unit are not afforded an opportunity to participate in the hearing held pursuant to Section IV (D) above.
- B. LEA, CEA, NJEA, and NEA shall be bound by the determinations made by the arbitrator and may not challenge said determinations in any other forum. Any representation fee payer who has filed a timely objection may challenge the Impartially-Determined Representation Fee by filing a petition with the New Jersey Public Employment Relations Commission Appeal Board pursuant to N.J.A.C. 19:17-3.1 et seq. NJEA may take the actions set forth in Section V (B) above notwithstanding the fact that such a petition has been filed.

ARTICLE XX

PROVISIONS

- A. Due to a reduction in steps on the salary guide, teacher's years of service may not equate with the steps on the guide that each teacher is on.
- B. Additional insurance coverage will be provided as follows:
 - 1. Health Insurance: Family coverage will be provided for dependents eligible and enrolled in the N.J. Dependents Health Benefits Plan at no cost to the employee.
 - 2. Dental Insurance: Two 2) Party Program II – Dental Plan will be provided for an employee and his/her eligible enrolled dependent. (Carrier selected by the Board of Education.) Based on each employee's enrollment category the Board will pay the June 30, 1993 premium amount, Indicated below, and 50% of subsequent premium increases. Each employee shall be responsible for the balance of the premium increases for his/her enrollment category. On June 30, 1993 the monthly premium rates for the dental plan were:

| | |
|--------------|---------|
| Single: | \$23.47 |
| Two Parties: | \$40.10 |

3. Prescription Plan: A family plan with five dollar (\$5.00) co-pay for brand drugs and a one dollar (\$1.00) co-pay generic drugs will be provided for eligible Unit Members and their eligible enrolled dependents with the insurance carrier being selected by the Board. Based on each Unit Members and their eligible enrollment category of prescription coverage the Board will pay the January 1, 2001 premium amount, indicated below, and 50% of subsequent premium increases. Each Unit Member shall be responsible for the balance of the premium increases for his/her enrollment category.

As of January 1, 2001 the monthly premium rates for the prescription plan will be:

| | |
|---------------|----------|
| Single | \$71.47 |
| Parent/Child: | \$95.42 |
| Husband/Wife: | \$167.56 |
| Family: | \$169.24 |

In addition, employees shall pay a monthly contribution toward the cost of the prescription plan set forth above as follows:

| | |
|----------------|---------|
| Single | \$4.00 |
| Employee/Child | \$6.00 |
| Husband/Wife | \$10.00 |
| Family | \$10.00 |

- C. Health and welfare benefits are made available to all employees who are employed a minimum of half time.
1. Eligible part-time employees in accordance with Board Policy shall receive single coverage with the option to purchase additional coverage for eligible family members. Full-time employees shall receive the same health and welfare benefits in accordance with the current negotiated contract.
 2. This coverage provision applies to staff members hired after June 30, 1991.
- D. Nurses and traveling teachers shall be reimbursed for required travel from district school to district school during the workday at current Board Mileage reimbursement rates.
- E. Any and all longevity payments shall begin with either the September pay period or the February pay period, whichever occurs first, after the employee actually completes the required term of employment.
- F. The Board will offer a banking benefit of Direct Deposit of paychecks for Unit Members.

- G. These provisions shall survive the expiration date of this collectively negotiated contract unless modified as provided by the terms of this contract and/or state statute.
- H. The Association and the Board will share in the cost of preparing and printing the Agreement. The cost to the Barrington Education Association will not exceed \$100.00.

LONGEVITY SCHEDULE-TEACHERS

Teaching staff members' longevity shall be as set forth in the following table.

| | <u>2003-2004</u> | <u>2004-2005</u> | <u>2005-2006</u> |
|---|------------------|------------------|------------------|
| After twenty (20) years of continuous service in the Barrington School District as a permanent teaching staff member | \$1,500 | \$1,700 | \$2,000 |
| After twenty-five (25) years of continuous service in the Barrington School District as a permanent teaching staff member | \$2,000 | \$2,200 | \$2,400 |
| After thirty (30) years of continuous service in the Barrington School District as a permanent teaching staff member | \$3,000 | \$3,300 | \$3,600 |
| Maximum Total Longevity | \$6,500 | \$7,200 | \$8,000 |

TEACHER SALARY GUIDE

BA level shown, advanced degrees add appropriate amounts.

| STEP | Salary | Salary | Salary |
|------|-----------|-----------|-----------|
| | 2003-2004 | 2004-2005 | 2005-2006 |
| 1 | \$38,100 | \$39,400 | \$40,600 |
| 2 | \$38,300 | \$39,600 | \$40,900 |
| 3 | \$38,500 | \$39,800 | \$41,200 |
| 4 | \$38,700 | \$40,000 | \$41,500 |
| 5 | \$39,000 | \$40,300 | \$41,800 |
| 6 | \$39,300 | \$40,600 | \$42,100 |
| 7 | \$39,700 | \$40,900 | \$42,400 |
| 8 | \$40,200 | \$41,300 | \$42,700 |
| 9 | \$40,700 | \$41,800 | \$43,000 |
| 10 | \$41,200 | \$42,300 | \$43,500 |
| 11 | \$41,800 | \$42,800 | \$44,000 |
| 12 | \$42,409 | \$43,400 | \$44,550 |
| 13 | \$43,300 | \$44,100 | \$45,200 |
| 14 | \$44,500 | \$45,300 | \$46,400 |
| 15 | \$48,100 | \$48,400 | \$49,800 |
| 16 | \$54,000 | \$54,000 | \$54,485 |
| 17 | \$59,200 | \$60,000 | \$60,900 |
| 18 | \$61,550 | \$63,400 | \$65,000 |

Additional compensation added to Bachelors guide:

| | | | |
|------------------------|---------|---------|---------|
| Bachelors + 15 credits | \$450 | \$500 | \$598 |
| Bachelors + 30 credits | \$1,300 | \$1,450 | \$1,500 |
| Masters degree | \$2,150 | \$2,327 | \$2,500 |
| Masters + 15 credits | \$2,450 | \$2,600 | \$2,700 |
| Masters + 30 credits | \$3,300 | \$3,400 | \$3,600 |

Ten Month Secretaries' Salary Guide

| Step | 2003-2004 | Step | 2004-2005 | Step | 2005-2006 |
|------|-----------|------|-----------|------|-----------|
| 1 | \$21,300 | 1 | \$22,300 | 1 | \$23,400 |
| 2 | \$21,700 | 2 | \$22,700 | 2 | \$23,700 |
| 3 | \$22,100 | 3 | \$23,100 | 3 | \$24,100 |
| 4 | \$22,600 | 4 | \$23,600 | 4 | \$24,600 |
| 5 | \$23,100 | 5 | \$24,100 | 5 | \$25,200 |
| 6 | \$23,700 | 6 | \$24,600 | 6 | \$25,800 |
| 7 | \$24,300 | 7 | \$25,200 | 7 | \$26,400 |
| 8 | \$25,100 | 8 | \$25,800 | 8 | \$27,100 |
| 9 | \$25,900 | 9 | \$26,600 | 9 | \$27,800 |
| 10 | \$26,700 | 10 | \$27,400 | 10 | \$28,600 |
| 11 | \$27,401 | 11 | \$28,400 | 11 | \$29,500 |
| 12 | \$28,600 | 12 | \$29,114 | 12 | \$30,500 |
| 13 | \$29,700 | 13 | \$30,700 | 13 | \$31,328 |

Twelve Month Secretaries' Salary Guide

| Step | 2003-2004 | Step | 2004-2005 | Step | 2005-2006 |
|------|-----------|------|-----------|------|-----------|
| 1 | \$28,500 | 1 | \$29,500 | 1 | \$30,500 |
| 2 | \$28,800 | 2 | \$29,800 | 2 | \$30,800 |
| 3 | \$29,100 | 3 | \$30,100 | 3 | \$32,100 |
| 4 | \$29,400 | 4 | \$30,400 | 4 | \$31,400 |
| 5 | \$29,700 | 5 | \$30,700 | 5 | \$31,700 |
| 6 | \$30,100 | 6 | \$31,000 | 6 | \$32,100 |
| 7 | \$30,500 | 7 | \$31,300 | 7 | \$32,500 |
| 8 | \$30,858 | 8 | \$31,700 | 8 | \$33,000 |
| 9 | \$32,000 | 9 | \$32,324 | 9 | \$33,500 |
| 10 | \$33,000 | 10 | \$33,700 | 10 | \$33,859 |
| 11 | \$34,000 | 11 | \$34,900 | 11 | \$35,800 |

Custodian's Salary Guide

| Step | 2003-2004 | Step | 2004-2005 | Step | 2005-2006 |
|------|-----------|------|-----------|------|-----------|
| 1 | \$23,600 | 1 | \$24,300 | 1 | \$25,200 |
| 2 | \$23,800 | 2 | \$24,500 | 2 | \$25,400 |
| 3 | \$24,000 | 3 | \$24,700 | 3 | \$25,600 |
| 4 | \$24,200 | 4 | \$24,900 | 4 | \$25,800 |
| 5 | \$24,500 | 5 | \$25,200 | 5 | \$26,100 |
| 6 | \$24,800 | 6 | \$25,500 | 6 | \$26,400 |
| 7 | \$25,100 | 7 | \$25,800 | 7 | \$26,700 |
| 8 | \$25,400 | 8 | \$26,100 | 8 | \$27,000 |
| 9 | \$25,800 | 9 | \$26,500 | 9 | \$27,400 |
| 10 | \$26,200 | 10 | \$27,000 | 10 | \$27,800 |
| 11 | \$26,601 | 11 | \$27,500 | 11 | \$28,300 |
| 12 | \$27,251 | 12 | \$28,075 | 12 | \$28,800 |
| 13 | \$27,800 | 13 | \$28,675 | 13 | \$29,400 |
| 14 | \$28,400 | 14 | \$29,275 | 14 | \$30,018 |
| 15 | \$29,500 | 15 | \$29,785 | 15 | \$30,800 |
| 16 | \$30,600 | 16 | \$31,400 | 16 | \$31,800 |
| 17 | \$31,700 | 17 | \$32,700 | 17 | \$33,700 |

| Compensation for Extra Curricular Positions | | | |
|--|--------------------|--------------------|--------------------|
| Position | 2003 - 2004 | 2004 - 2005 | 2005 - 2006 |
| Safety Patrol | \$1,193 | \$1,270 | \$1,300 |
| Band Director | \$845 | \$845 | \$845 |
| Intramurals | \$755 | \$755 | \$755 |
| Inter-Sch-Ev. | \$45 | \$45 | \$45 |
| Camp Director | \$1,000 | \$1,050 | \$1,100 |
| Camp Sup 1 | \$440 | \$460 | \$470 |
| Camp Sup 2 | \$440 | \$460 | \$470 |
| Camp Sup 3 | \$440 | \$460 | \$470 |
| Camp Sup 4 | \$440 | \$460 | \$470 |
| Student Coun. | \$1,177 | \$1,240 | \$1,300 |
| Grad. Dir. | \$1,070 | \$1,132 | \$1,170 |
| Grad. Assist. 1 | \$644 | \$675 | \$698 |
| Grad. Assist. 2 | \$644 | \$675 | \$698 |
| Curriculum | \$25 | \$25 | \$25 |
| Choral Dir. | \$775 | \$812 | \$825 |
| Basketball B | \$1,900 | \$2,000 | \$2,100 |
| Basketball G | \$1,900 | \$2,000 | \$2,100 |
| Soccer | \$1,665 | \$1,800 | \$2,100 |
| | | | |
| Percent Inc. | 4.75% | 4.75% | 4.75% |

Term of This Contract

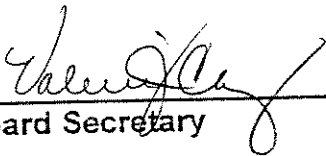
It is agreed that this contract shall be effective for a period of three (3) calendar years from July 1, 2003 to June 30, 2006.

IN WITNESS WHEREOF, the BOARD OF EDUCATION OF THE BOROUGH OF BARRINGTON, Camden County, New Jersey, and the BARRINGTON EDUCATION ASSOCIATION, a New Jersey non-profit corporation have caused these presents to be signed by their proper officers, and their respective corporate seals to be affixed hereto this 28th day of April, 2003.

ATTEST:

BOARD OF EDUCATION OF THE
BOROUGH OF BARRINGTON

Board Seal



Board Secretary


Board President

ATTEST:

BARRINGTON EDUCATION ASSOCIATION

Corporate Seal


Secretary


President