

AGREEMENT

between

THE BOARD OF EDUCATION
SOUTH RIVER, NEW JERSEY

and

THE SOUTH RIVER EDUCATION ASSOCIATION

2002-2005

DRAFT 31-Jan-03
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AGREEMENT

This Agreement is entered into by and between the South River Board of Education, hereinafter called the "Board", and the South River Education Association, hereinafter called the "Association."

ARTICLE I - RECOGNITION

The Board recognizes the South River Education Association as the exclusive representative for the following unit of employees:

1. Classroom Teachers
2. School Nurses
3. School Librarians
4. Guidance Counselors
5. School Social Workers
6. School Psychologists
7. Learning Disability Specialists
8. Remedial Teachers
9. Special Education Teachers
10. Middle School Team Coordinators
11. Compensatory Education Teachers
12. Supplemental Education Teachers
13. Teacher Aides
14. Student Assistance Coordinators
15. Athletic Trainers
16. Attendance Officers
17. Clerk/Typists
18. Secretaries
19. Bookkeepers
20. Custodians
21. Field Personnel
22. Maintenance Personnel

Unless otherwise indicated the employees referred to in the above unit shall be hereinafter referred to as follows:

- a. All employees, items 1 through 26, as "employees."
- b. Employees 1 through 15 as "teachers."
- c. Employees 16 through 19 as "office personnel" or "office worker" in the singular.
- d. Employees 20 through 22 as "CFM employees"

The Secretaries to the Superintendent of Schools, the Secretary to the Board Secretary and the Assistant Board Secretary are specifically excluded from the bargaining unit.

ARTICLE II - DURATION

- A. The provisions of this Agreement shall become effective July 1, 2002, and shall continue and remain in force and effect until June 30, 2005 subject to the Association's right to negotiate over a Successor Agreement as provided in Article VII.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- C. In witness whereof, the parties hereunto set their hands and seals this _____ day of _____, 2003.

FOR THE ASSOCIATION:

FOR THE BOARD:

ARTICLE III - BOARD OF EDUCATION RIGHTS

The Board retains, subject to the limitations of this Agreement, all powers, rights and authority vested in it by all laws, rules and regulations, including the management and direction of all the operations and activities of the school district.

ARTICLE IV - ASSOCIATION PRIVILEGES

- A. The Board of Education agrees to provide the South River Education Association with reasonable information; such as financial resources, audits, and lists of personnel in the bargaining unit.
- B. The Association Representative, with the approval of the principal, shall have the right to transact reasonable business during normal school hours.
- C. With the permission of the Superintendent or Principal, the South River Education Association may use school equipment (computers, copy machines, etc.).
- D. Association approved materials will be posted only on bulletin boards not accessible to the public or students; any other areas shall require prior administrative approval.
- E. Unless the principal objects, the Association may use interschool mail facilities and school mailboxes for routine letters and notices. This excludes all bulk mail.
- F. The President of the Association shall not be scheduled for duties in accordance with the following:
 - 1. If the President is an elementary teacher or office worker, he/she shall be relieved of work duties on Friday afternoons.
 - 2. If the President is a secondary teacher, he/she shall be relieved of two (2) non-teaching periods per day. If it is reasonably administratively possible, the President's schedule shall be arranged so that at least one of these periods shall be the last period of the day.
 - 3. If the President is a high school teacher and if it is administratively possible based upon the teacher's assignment, the President will have no more than two (2) teaching preparations.
 - 4. The President so relieved may leave the building upon notifying his/her principal that he/she is leaving to transact Association business within the South River district. He/she shall report to the principal of the building he/she visits.

- G. The official minutes of each Public Board Meeting shall be mailed to the Association after each meeting.
- H. Up to two (2) days shall be granted to three (3) members of the Association for the purpose of attending conferences and conventions of state and national affiliated organizations. Substitute's pay shall be deducted for each absence.
- I. With the approval of the Superintendent or Principal, the Association may be permitted to use a school building for meetings.

EMPLOYEE SECTION

(Articles V through XI relate to all employees, unless noted otherwise.)

ARTICLE V - EMPLOYEE RIGHTS

- A. Employees of the Board of Education shall have the right to freely organize, join, and support the South River Education Association and its affiliates for the purpose of engaging in collective negotiations.
- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Disciplinary action or reprimands, except in emergency situations, shall never be conducted in the presence of or with the knowledge of students. (Does not apply to CFM.)
- C. Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that person in his/her office, position or employment or the salary and/or increments pertaining thereto, he/she shall be given prior written notice of the reasons for such appearance and shall be entitled to have a representative of the Association present to advise and represent him/her during such required appearances.
- D. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws.
- E. In the event of a reduction in force, employees other than certificated teachers shall be entitled to layoff and recall from layoff on the basis of seniority within their job category.
- F. Any action taken by the Board whereby a CFM employee shall be disciplined, reprimanded, or reduced in rank shall not be made public by the Board until formal action is taken by the Board. Such employee may request an informal hearing before the Board if said request is filed with the Board Secretary within fifteen (15) calendar days of the action.

ARTICLE VI- GRIEVANCE PROCEDURE

A. Definition of Terms

1. **Grievance**: An appeal by an employee, group of employees, or the Association based upon an alleged violation, misinterpretation, or inequitable application of policies, agreements and administrative decisions as required by NJSA 34:13A-1 through 13 (CFM, Paragraph 7, Chapter 303 Laws). A grievance to be considered under this procedure must be initiated by the employee within twenty (20) school days of its occurrence (for CFM, fifteen (15) school days).
2. **Aggrieved Person**: The person, or persons making the appeal.
3. **Party of Interest**: The person, or persons or the Association making the appeal and any person who might be required to take action or against whom action might be taken in order to resolve the appeal.
4. **Exclusions**: No claim by an employee shall constitute a grievable matter beyond level four or be processed beyond level four unless its resolution requires a determination as to the meaning or application of this Agreement. In addition, no claim shall constitute a grievable matter beyond level four or be processed beyond level four if it pertains to:
 - a. any matter for which a review by arbitration is prohibited by law,
 - b. any rule, regulation, policy and/or administrative decision dealing with the internal matters of the South River Education Association or the State Commissioner of Education,
 - c. any act beyond the Board's legal authority to act,
 - d. the failure or refusal of the Board to renew the contract of a non-tenured employee,
 - e. in any matter wherein a specific method of review is prescribed by law, or by any rule, regulation, or order of the State Commissioner of Education, or the State Board of Education,
 - f. any complaint by any personnel occasioned by the appointment or lack of appointment or retention in or lack of retention in any position for which tenure is either not possible or not required,

g. any matter related to any of the following contract clauses:

- (1) Article XIII, D. 9.a. - "A strong effort will be made to provide substitutes."
- (2) Article XVII - Class Size
- (3) Article XII, B
- (4) Article XVI, C
- (5) Article XXI, A
- (6) Article XXI, D
- (7) Schedule C. Student Body Activities Salaries - reference to number of employees assigned to each activity.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level a solution to the problems which may from time to time arise affecting the terms and conditions of employment.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor or principal provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event that a grievance is filed on or after June 1, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Level One: A grievant shall first discuss his/her grievance with his/her principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

Level Two: In the event the grievant wishes to pursue his/her grievance further, the grievant shall submit a written copy of the grievance to his/her principal or immediate supervisor within five (5) school days of the informal discussion. An effort to resolve the matter will be made at a meeting called within five (5) school days of the date the written grievance was filed. If the matter cannot be resolved, the principal or immediate supervisor will render a written decision to the aggrieved person within five (5) school days of the conference (for CFM, three (3) school days).

The written grievance shall specify:

- a. the act or omission giving rise to the grievance citing specific instance(s) and the persons involved,
- b. the contract articles, board policies or administrative decision allegedly being violated, and
- c. the remedy sought.

Level Three: In the event that the grievant wishes to pursue his/her grievance further, he/she may within five (5) school days of receipt of the decision from his/her supervisor or principal file a written copy of his/her grievance with the Association to determine whether or not the grievance has merit. If the Association considers the grievance to have merit, a written copy of the grievance shall be filed with the Superintendent of Schools within five (5) school days from its receipt by the Association.

Level Four: Within ten (10) school days after the grievance has been filed with the Superintendent of Schools, he/she shall meet with the grievant in an effort to resolve it. The Superintendent shall render a written decision within ten (10) school days of the meeting. If the matter is not resolved, the grievant may within ten (10) school days (for CFM five (5) school days) of the receipt of the Superintendent's decision refer the matter to the Board of Education.

Level Five: The Board of Education, or at its option, a committee thereof, will consider the grievance and set forth its decision in writing within forty (40) calendar days (for CFM, ten (10) school days) from the date it will have been filed with the Board Secretary. The Association shall be permitted five (5) members on the Association Committee but only three (3) shall be permitted to participate in the presentation of the grievance. The Association may have a Field Representative from the State organization present (CFM may have Field Representative or attorney). The number of witnesses permitted to testify shall be mutually agreed upon. Attendance at all hearings shall be limited to those listed in this Agreement.

D. Arbitration - (Section D. applies to teachers only.)

1. If the aggrieved teacher is not satisfied with the disposition at Level Five, he/she may within seven (7) school days of receipt of the Board's decision, or if no decision within fourteen (14) school days of the date on which the hearing was held by the Board, file a written request that the Association's Grievance Committee submit the grievance to arbitration. If the Association's Grievance Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of the request by the aggrieved person.

2. The parties shall abide by the rules and regulations of the Public Employment Relations Commission in the selection of the arbitrator. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.
3. The arbitrator shall be without power or authority to make any decision contrary to law. The arbitrator's decision shall be consistent with terms of the Agreement. The arbitrator's decision shall be binding on the parties.

ARTICLE VII - NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with NJSA 34:13A-1 through 13.
- B. Any Agreement negotiated shall apply to all employees, be reduced to writing, be signed by representatives of the Board and the Association, and shall be subject to adoption by the Board and the membership of the Association.
- C. Neither party shall have any control over the selection of the negotiating representatives of the other party. The parties mutually agree that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals, in the course of the negotiations.
- D. The Board and the Association agree that the negotiated Agreement, when signed, becomes Board Policy for the term of the Agreement and that the Board shall carry out the commitments contained therein and the Board shall give them full force and effect as Board Policy.
- E. The Board and the Association agree that if any provision of the negotiated Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Any individual contract between the Board and an individual employee, heretofore, or hereafter executed, shall be consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- G. Copies of the Negotiated Agreement shall be printed on a 50-50 cost basis within thirty (30) days after the Agreement is signed and presented to all current and future employees.
- H. 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.

I. Whenever any notice is required to be given by either of the parties to the Agreement to the other, pursuant to the provision(s) of the Agreement, either party shall do so by telegram or registered letter at the following addresses. It is agreed that such notice shall not be construed to reopen any items in this Agreement.

1. The South River Board of Education
15 Montgomery Street
South River, NJ 08882
2. The South River Education Association
54 Main Street
South River, NJ 08882

ARTICLE VIII - GENERAL

- A. The Board agrees that there shall be no discrimination in hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of the negotiated Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, age, or marital status.
- B. The Association acknowledges that the employees of the Board of Education which it represents are not entitled to take any collective action to disable the Board of Education in the discharge of its statutory duty and the Association agrees that such action would constitute a material breach of the Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board of Education in its right to seek and obtain such judicial or other relief as it may be entitled to have in the event of such breach.
- C. The Board agrees that it shall not directly or indirectly discourage, deprive or deny any employees in the enjoyment of any rights conferred in NJSA 34:13A-1 through 13.
- D. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any matter that was within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- E. The Board shall provide for automatic deposit of payroll checks for each employee who elects same.

F. Effective July 1, 1999, upon retirement, employees recognized in Article I shall be paid for accumulated sick days according to the rates set forth below.

1 – 150 days	\$ 35 per day
151 – 199 days	\$ 40 per day
200+ days	\$ 50 per day

Payment shall be made in two (2) equal installments one (1) year apart. (Does not apply to CFM)

ARTICLE IX - DEDUCTION FROM SALARY

A. Employee Savings Plan

The Board agrees to make authorized deductions from salary and contributions to the following plans on behalf of the employee.

1. Credit union.
2. Tax-free annuity plans.

B. Association Dues

1. The Board agrees to deduct from the salaries of the members of the Association bargaining unit dues as authorized by the South River Education Association and its affiliates that said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be remitted to the Treasurer of the Association in compliance with Chapter 233, Public Laws of 1969 (NJSA 52:14-15.9e) under the rules established by the State Department of Education.
2. The Association shall certify in writing to the Board by August 1 the current rate of membership dues of the Association and/or any of its affiliates.
3. If an employee terminates his or her employment with the Board before the Association has received the full amount of dues to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question provided such deduction is permitted by law.
4. Indemnity
 - a. The Association shall indemnify and save the Board of Education harmless against any and all claims, demands, suits, or other forms of liability and costs that shall arise out of, or by reason of, action taken or not taken by the Board of Education in complying with this Article.

- b. The Board agrees to give to the Association timely notice in writing of any claim, demand, suit or other form of liability which may give rise to a claim by the Board of Education for indemnification.
- c. If the Association so requests in writing, the Board may surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and providing information required by the Association to defend the action.

C. Representation Fee

1. Purpose of Fee

If an employee does not become a member of the 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 Agreement, said employee will be required to pay a representation fee to the Association for that membership year, not to exceed 85% of regular membership dues, initiation fees and assessments.

2. Amount of Fee

a. 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 assessments charged by the Association to its own members for the membership year. The representation fee to be paid by the nonmembers will be as certified by the Association but in no event greater than 85% of regular membership dues, initiation fees and assessments.

b. Legal Maximum

In order adequately to 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 less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members.

3. Deduction and Transmission of Fee

a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the 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 representation fee and promptly will transmit the amount so deducted to the Association.

b. 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:

- (1) ten (10) days after receipt of the aforesaid list by the Board; or
- (2) thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was being re-employed from a re-employment list in which event the deductions will begin with the first paycheck ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

c. Termination of Employment

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

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the 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 deduction and transmission of regular membership dues to the Association.

e. 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 or thirty (30) days if paragraph 2 above applies.

f. Indemnification

- (1) The Association shall indemnify and save the Board harmless against any and all claims, demands, suits and other forms of liability and costs that shall arise out of, or by reason of, any action taken or not taken by the Board in complying with this Article.

- (2) The Board agrees to give to the Association timely notice in writing of any claim, demand, suit or other form of liability which may give rise to a claim by the Board of Education for indemnification.
 - (3) If the Association so requests in writing, the Board may surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and providing information required by the Association to defend the action.
- g. Demand and Return System
The Association shall submit to the Board evidence that it has established a Demand and Return System which complies with the requirements of the law.

ARTICLE X - HEALTH BENEFITS AND INSURANCE

A. Group Health Insurance

1. All full-time regular employees hired prior to October 23, 2000, shall be eligible for enrollment in the traditional Connecticut General Health Benefits Plan which includes hospitalization and major medical coverage, or other State approved HMO's.
2. Employees hired prior to October 23, 2002, who select traditional insurance shall contribute the yearly amounts of \$75/\$150 single/family (certificated staff) and \$75/\$100 single/family (support staff) towards the medical premium.
3. Effective March 1, 2000, employees hired prior to October 23, 2000, who select CIGNA DPP single or family coverage or CIGNA PPO single or family coverage (which shall include an 80/20 out of network split) shall not contribute towards the medical premium for such coverage. The Board shall contribute the entire premium.
4. Employees hired prior to October 23, 2000, may choose to enroll in any medical plans offered through the district. However, effective July 1, 1996, any medical plan chosen by an employee, for which the premium for the appropriate level of coverage is more than one hundred dollars (\$100) higher than the premium for the corresponding traditional base medical plan premium, the employee shall pay the excess cost of the plan through payroll deductions.
5. Employees hired after October 23, 2000, shall receive CIGNA DPP coverage for themselves and any dependents, if applicable, at the Board's expense. If these employees select the PPO plan or traditional insurance, they can do so by paying the difference between the cost of the DPP and the cost of the PPO plan or the traditional insurance plan through payroll deduction.

6. The following changes shall be made in the Connecticut General Traditional medical insurance:
 - a. Mandatory Second Surgical Opinion shall be implemented. A list of procedures and penalties is attached as Exhibit A.
 - b. The CIGNA Traditional deductible shall be increased to \$250 individual and \$500 family. Effective January 1, 2003, the CIGNA Traditional deductible shall be increased to \$400 individual and \$800 family.
 - c. The CG Traditional co-insurance level shall be increased to 20% of the first \$3,000.
 - d. Effective January 1, 2003, the deductible on the DPP plan (out-of-network) shall increase to \$150 individual and \$300 family.

B. Group Dental Insurance:

1. All full-time regular employees shall be eligible for enrollment in the Group Dental Insurance plan as issued by an insurance carrier selected by the Board.
2. The Board of Education shall participate by contributing the entire premium for the single Dental Plan.
3. The Board of Education shall pay up to a limit of the premiums in effect on June 30, 1994 for the additional cost of UCR 100% basic and family coverage. The employee shall contribute, through payroll deduction, the amount of the premium that exceeds the maximum Board contribution for all family coverage.

C. Group Prescription Insurance

The Board will provide a pharmaceutical plan not to exceed a five dollar (\$5.00) co-payment. The Board will pay the entire premium for the coverage up to the limit of the premium in effect on June 30, 1994. The employee shall contribute, through payroll deduction, the amount of the premium that exceeds the maximum Board contribution for single coverage. Employees may purchase, through payroll deductions, all family coverage at the Board rates.

ARTICLE XI - LEAVES OF ABSENCE

A. Sick Leave

1. All ten-month employees shall be granted ten (10) days of sick leave yearly. All twelve-month employees shall be granted twelve (12) days sick leave yearly. All unused sick leave shall be cumulative for a possible emergency in later years.
2. If an employee because of illness is absent from school for more than three (3) consecutive days, the employee must present a doctor's certificate to the Superintendent upon return.
3. Employees who have been on leave of absence authorized by the Board shall have previous accumulated sick leave restored to them upon return to active service.

B. Disability Leave (Including childbirth related disability.)

1. Any employee who anticipates disability because of a specific future event, such as pending surgery or other medical procedures, shall report that status to the Board of Education as soon as such employee becomes aware of same. If the anticipated disabling event is childbirth, the employee who becomes pregnant shall notify the Board at least ninety (90) days prior to the expected date of delivery. At the time of notification, the employee shall submit a physician's certificate attesting to the pending disabling condition.
2. Requests for disability/sick leave relating to anticipated disability shall include dates of onset and return from such leave.
3. An employee may request unpaid leave of absence to prepare for an anticipated disabling event. Such requests shall be submitted a minimum of sixty (60) days prior to the onset of the requested leave; except that in cases of emergency, as determined by the Board, such requests may be submitted less than sixty (60) days prior to the onset of the requested leave.
4. When the expected date of onset of disability occurs during periods which would substantially interfere with the administration of the school and/or the education of the pupils, the Board may alter the requested dates providing that such change by the Board is not medically contraindicative.
5. The employee who anticipates a specific disabling event and who does not request unpaid leave of absence prior to the anticipated disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.

6. Requests by employees for extension of sick leave benefits shall be governed by law under NJSA 18A:30-6.
7. If the anticipated disabling event is childbirth the Board shall presume that the pregnant employee becomes disabled for work four (4) weeks before the anticipated date of childbirth, upon certification of pregnancy by a physician, at which time the pregnant employee shall become eligible for sick leave benefits to the extent of available accumulated sick leave days. The employee shall be required to apply for sick leave to the Board of Education which shall grant same for said four (4) week period of time upon submission to the Board of Education of a physician's certificate attesting to pregnancy. This option is granted only to employees actively employed and not to those employees on unpaid personal leave. If, as a result of the pregnancy, the employee becomes disabled prior to this four-week period said employee may use any sick leave benefits to which the employee is entitled providing that (1) the employee's physician provides the Board with a certificate attesting to the employee's inability to continue working, and (2) the Board reserves the right to verify the employee's inability to continue working.
8. The Board may require that an employee anticipating a disabling event may be placed on sick leave if the employee's physical condition leads to unsatisfactory performance of assigned duties, and/or the continued performance of those duties impairs the employee's health. Such incapacity must be established by the following: The Board of Education's physician and the employee's physician agree that the employee cannot continue working. If there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the employee and whose opinion shall be conclusive and binding on the issue of physical capacity to continue working.
9. If the employee's disability is caused by childbirth and such employee is receiving disability/sick leave benefits, the employee is presumed to be disabled for a recuperative period of four (4) weeks following childbirth upon submission of a physician's certificate attesting to the date of childbirth during which time such employee shall continue to receive sick leave pay to the extent of available accumulated sick leave days to which the employee is entitled under sick leave policy. This applies only to those employees who have been actively employed prior to childbirth, and not to those employees who have been out on unpaid personal leave.
10. If, as a result of this disability, an employee continues to be disabled after this four-week period, said employee may use any sick leave benefits to which the employee is entitled providing that (1) the employee's physician provides the Board with a certificate attesting to the employee's inability to resume working, and (2) the Board reserves the right to verify the employee's disability.

11. If the employee whose disability is caused by childbirth wishes to return to duties prior to the expiration of the recuperative period, the employee must present medical certification of fitness to the Board. The Board reserves the right to verify the employee's medical fitness by the school physician.
12. If the Board of Education's physician and the employee's physician disagree as to the employee's fitness, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee, and whose medical opinion shall be conclusive and binding on the issue of the employee's fitness to return to duties prior to the expiration of the recuperative period.
13. Upon termination of disability an employee is no longer entitled to receive sick leave benefits for that particular disability. Unpaid personal leave for the purposes of recovery following disability may be requested and shall be subject to the provisions on unpaid personal leave, as set forth herein under Section B.3. above.
14. In no event shall the Board of Education be obligated to extend a non-tenured employee's leave of absence beyond the contract year for which the employee is employed.

C. Child Care Leave

1. Employees may request a Child Care Leave without pay at least sixty (60) calendar days prior to the commencement of said leave. The Board shall grant the request for a Child Care Leave for a period up to the end of the school year in which the birth of the child occurs or to the end of the employee's contract period, whichever comes first.
2. Employees on an approved leave of absence that is scheduled to end on June 30th of an academic year shall provide the Superintendent with written notice of their intentions to return, of a request to extend the leave, or of notice of resignation no later than April 15th of the academic year during which the employee is on leave.
3. If the child is born on March 1 or thereafter, the Board shall, upon written application made not later than sixty (60) days after the birth of the child or June 30, whichever comes first, grant an extension of the Child Care Leave through the following school year. This provision shall apply to non-tenure employees only if the Board grants said employee a renewal of contract for the following year.

D. Health Leave

An employee desiring a leave of absence for health reasons may be allowed one (1) year's absence with no loss of seniority, tenure, or retirement rights, and upon return be placed on the salary schedule in the position occupied at the beginning of the leave. When the employee resumes working after leave, she/he shall receive the regular increase for one year only, that she/he would have received had she/he continued in the system without interruption, over the salary at the time she/he had been granted a leave. No employee shall have more than two (2) successive leaves. Approved leaves shall not constitute a break in consecutive years of employment.

E. Military Leave

Military leave shall be granted without pay to any employee who is inducted into any branch of the Armed Forces for the period of induction.

F. Funeral Leave

1. An allowance of five (5) workdays will be granted without deduction in case of death of father, mother, sister, brother, husband, wife, son, daughter, father-in-law, mother-in-law.
2. An allowance of three (3) workdays will be granted without deduction in case of death of an employee's grandparent or grandchild, or the sister or brother of the husband or wife of an employee.
3. An allowance of one (1) workday will be granted without deduction in salary to attend the funeral of a brother-in-law, sister-in-law, uncle, aunt, niece or nephew of the employee.
4. Funeral leave is to be taken within seven (7) calendar days of the death. The Superintendent is authorized to accommodate special circumstances.

G. Personal Leave (See also Article XXXIV)

1. All employees shall be allowed non-accumulative leave of absence with full pay for personal business up to a maximum of three (3) school days in any contract year. The request for a third day of personal leave shall be accompanied by a reason for the request, subject to the approval by the Superintendent.
2. Not more than nine percent (9%) of the staff may take personal leave on any one day. (Does not apply to CFM.)

3. All leaves of absence referred to in this section are subject to the following conditions:
 - a. A Request for Personal Leave form shall be filed with the Superintendent of Schools at least three (3) school days in advance of the contemplated absence, or such shorter notice as is practical in the event of an emergency. Lacking such notice, the absence will be considered unauthorized and the employee's pay will be deducted at a daily rate of 1/200 of the annual salary. (Does not apply to CFM.)
 - b. Personal days will not be granted the day immediately preceding or following a scheduled school closing except in case of emergency approved by the Superintendent of Schools.
 - c. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days.
4. All unused personal leave days will be converted to sick leave at the end of each school year and added to the individual employee's accumulated sick leave.

H. Miscellaneous Leave (Does not apply to CFM.)

1. An employee required to appear in any legal proceedings connected with his/her employment or by reason of his/her connection with the school system shall suffer no loss of pay provided that such appearance is not necessitated by any suit brought by said employee against the South River School District.
2. An employee required to appear as a witness in court proceedings shall suffer no loss of pay provided such appearance is not required as a plaintiff or defendant.
3. An employee may be granted a leave of absence without pay for up to one year for the purpose of engaging in activities of the Association and its affiliates.

I. Other Unpaid Leaves (Does not apply to CFM.)

1. Unpaid leaves of absence not to exceed ten (10) school days per school year shall be granted for emergency reasons by the Superintendent of Schools. In cases of emergency, the employee shall notify the Superintendent of the reasons as soon as the employee becomes aware of the emergency.
2. Unpaid leaves of absence in excess of five (5) school days per school year for non-emergency reasons may be granted at the discretion of the Board of Education. Requests for such leaves must be processed through the immediate supervisor to the Superintendent at least thirty (30) calendar days prior to the anticipated absence.

3. It is the intent of paragraphs 1. and 2. that an employee shall receive no more than ten (10) school days of unpaid leave per school year. Unpaid leaves in excess of the maximum of ten (10) school days described above may be granted at the sole discretion of the Board. Requests for unpaid leaves in excess of ten (10) school days per school year, must be processed through the immediate supervisor to the Superintendent at least thirty (30) calendar days prior to the anticipated absence.
4. Not more than five percent (5%) of unit as defined in Article I shall take unpaid leaves on any one day.

TEACHER SECTION

(Articles XII through XXII relate to teachers)

ARTICLE XII -TEACHING ASSIGNMENTS

- A. Teachers shall be notified of their contract and salary status for the ensuing year according to law.
- B. Teachers shall be notified of their class, room, and building assignment for the next school year as soon as possible and, except in case of emergency, not later than August 15. In the event that changes in a teacher's class schedule, room or building assignment are made by the administration, all teachers that will be affected by the change will be given notice of the change and the reasons therefore. Teachers may also propose a change in class schedule or room assignment after the school year starts. The granting of such a request is at the sole discretion of the administration; however, all other teachers affected by any such change will be given notice of the change and the reasons therefore. The final approval in all of the above matters rests with the Board of Education.
- C. Teachers who are assigned to more than one school shall have their schedules arranged so as to do as little traveling as possible.
- D. Travel Expenses

Teachers authorized to use their personal automobiles for school business will be reimbursed at the prevailing IRS rate per mile driven.

ARTICLE XIII - TEACHING HOURS AND TEACHING LOAD

- A. Work Year

1. The teacher work year shall not exceed one hundred and eighty-four (184) workdays. The 184th day shall be for teacher in-service workshop purposes.
2. The workday immediately preceding the winter vacation and the workday immediately preceding Thanksgiving vacation are student one-session days with teachers required to remain ten (10) minutes in the elementary and fifteen (15) minutes in the secondary past the close of the teaching day.

B. Workday

1. The regular in-school workday for elementary teachers shall not exceed seven (7) hours except as modified by Section C.1. and C.2.
2. The regular in-school workday for secondary teachers shall not exceed seven (7) hours and thirty (30) minutes except as modified by Section C.1. and C.2.
3. Elementary teachers shall report at least fifteen (15) minutes before the opening of the teaching day and shall be subject to duty assignments, and shall be required to remain ten (10) minutes past the close of the teaching day unless otherwise provided herein. Secondary teachers shall report at least ten (10) minutes before the opening of the teaching day and shall be required to remain fifteen (15) minutes past the close of the teaching day unless otherwise provided herein.
4. On days of early student dismissal, teachers shall be required to remain in accordance with a regular workday, except in cases of student dismissal because of inclement weather in which case teachers shall leave fifteen (15) minutes past the close of the teaching day.

C. Meetings and Conferences

1. After School Meetings

The Superintendent of Schools may extend the regular in-school workday by one (1) hour, once per school week, for the purpose of conducting meetings. In no case shall these extensions be held on a Friday or on the day immediately before a recess.

- a. Teachers in the high school and middle school who are assigned to detention duty will be excused from the one (1) hour meeting required in Article XIII, paragraph C.1. during the week of assignment, so that the total time spent will not exceed that of other teachers.
- b. A minimum of five (5) workdays notice shall be given for all afterschool meetings except in case of emergency.

2. Evening Meetings

Notwithstanding B.1. and B.2. above, each teacher may be required to attend at least one (1) but not more than two (2) evening meetings during the school year at the direction of the building principal.

3. Conferences

Teachers may be required to conduct parent conferences six (6) days per year. On each of these days students will have a curtailed four (4) hour session. Conferences on four (4) of these days shall be scheduled for the afternoon of that regular workday. On the remaining two (2) days the teachers may leave in accordance with Section B.3. and return to school in the evening for conferences.

D. Schedules

1. When reasonably administratively possible, all teachers in the high school and middle school shall be scheduled for no more than three (3) consecutive teaching periods, or, if multiple periods are involved, for no more than four (4).
2. When reasonably administratively possible, all teachers in the high school and middle school shall not be required to teach more than two (2) subject areas nor more than a total of three (3) teaching preparations.
3. Subject to adequate facilities and the type of educational program offered, all high school and middle school teachers shall not be required to change subject area teaching stations more than two (2) times during the school day.
4. Teachers at the high school and middle school who teach six (6) classes will not be assigned to homeroom and duties during those semesters when they are required to teach the sixth class.
5. Every effort will be made by the administration to minimize the number of teachers at the high school and middle school who teach three (3) consecutive periods and/or who have four (4) or more teacher preparations.
6. The administration will carefully review the master schedule and consult with the teaching staff and department chairpeople to involve them in the scheduling process.

7. The practice of using regular teachers as substitutes shall be discouraged; however, if it is necessary, in an emergency, such coverage shall be assigned to teachers on a rotating basis. Coverage shall be arranged by the principal. Payment for such coverage shall be twenty dollars (\$20.00) per period of substitution, beginning with the first such substitution, for periods of forty (40) minutes or more and sixteen dollars (\$16.00) for periods of less than forty (40) minutes.
8. If an elementary teacher must cover a class during a period in which his/her class is scheduled for Music, Art, Computer, Library, or Physical Education, said teacher shall be paid twenty dollars (\$20.00) per period of substitution, beginning with the first such substitution, for periods of forty (40) minutes or more and sixteen dollars (\$16.00) for periods of less than forty (40) minutes.
9. Elementary Preparation Periods
 - a. Elementary classroom teachers shall have an average of three hundred (300) minutes per week preparation time based upon a Monday through Friday schedule. Kindergarten teachers shall have two thirty (30) minute preparation periods per day. Grades 1-4 teachers shall have a preparation period of no less than forty (40) minutes per day. The minimum time for one preparation period will be thirty (30) minutes; the maximum time for one preparation period will be sixty (60) minutes.
 - b. All full-time Elementary specialist teachers shall have preparation time averaging two hundred-forty (240) minutes per week based upon a Monday through Friday schedule. The minimum time for one preparation period will be thirty (30) minutes; the maximum time for one preparation period will be sixty (60) minutes.
 - c. Special teachers who are employed at both elementary and secondary levels may have preparation time at either level but not at both.
10. Voluntary overnight supervision of students shall be compensated at a rate of eighty-five dollars (\$85.00) per night.
11. All teachers shall be subject to assignment to extra-curricular and co-curricular activities. Except for teachers performing added duties for which they receive differentiated pay or release time, all meetings beyond one (1) per month needed in the direction of such an activity shall be voluntary.
12. A strong effort shall be made to use, as far as possible, facilities that are suited to the course and the method involved.

ARTICLE XIV - NURSES

- A. The nurses shall have a duty-free lunch period of at least the following lengths:
 - 1. Elementary - Forty (40) minutes.
 - 2. Middle - Forty (40) minutes.
 - 3. High – Forty (40) minutes.
- B. Transportation of students by school nurses shall be kept at a minimum.

ARTICLE XV - NON-TEACHING DUTIES

The Association acknowledges that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

ARTICLE XVI - TEACHER TRANSFERS AND REASSIGNMENTS

- A. Teachers desiring to change grade and/or subject assignment or who wish to transfer to another building may file a written statement with the Superintendent by April 15. Such requests for transfers shall be considered.
- B. The staff and Association shall be notified of all administrative, supervisory and extra-curricular vacancies as soon as practicable.
- C. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee at which time the teacher shall be notified of the reasons thereof.
- D. A transfer shall mean the assignment of a teacher from an existing position to another grade and/or subject assignment and/or school.

ARTICLE XVII - CLASS SIZE

The Board and the Association recognize that class size is an important factor in good education, and will, whenever possible, subject to space availability, and all other educational considerations, insure that class size is of the most effective nature for both teacher and pupil. However, the final decisions as to class size will be made by the Board in the best interests of the pupils and shall not be subject to the grievance procedure.

ARTICLE XVIII - SUPPLIES AND EQUIPMENT

The Board and the Association recognize that the quality and quantity of educational materials and equipment utilized in facilities that provide proper seating, storage, and display areas, as well as adequate ventilation, heating and lighting, together with adequate rest rooms and lounge facilities for teachers are important factors in promoting good education and will, whenever possible, subject to budget limitations, community support, and limitations of existing buildings exert their influence to provide them adequately for teachers. However, the final decision as to adequacy shall be made by the Board of Education.

ARTICLE XIX - TEACHER PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

- A. To encourage professional growth among the teachers, the Board shall reimburse not more than fifty (50) teachers each year for tuition paid in the successful pursuit of college and university graduate courses in accordance with the following provisions:
1. Applications for approval of courses to be taken must be made with the Superintendent of Schools at least ten (10) days in advance of the beginning of said course.
 2. Preference will be given to those who are matriculated for a graduate degree.
 3. Courses cannot be used toward certification for the position held by the teacher.
 4. Payment shall not exceed seven hundred dollars (\$700) per teacher in any school year.
 5. A grade of “B” or better is needed for reimbursement. Pass/Fail courses need proof that the course is only offered as Pass/Fail. A “Pass” grade is equal to a “B”.
 6. Payment shall be made by the Board within two (2) months after the teacher has submitted a college transcript showing the successful completion of work together with a receipted tuition bill.
 7. Undergraduate coursework may be eligible for reimbursement for teaching staff members. A teaching staff member may present a written request for reimbursement, with rationale, for undergraduate coursework to the Superintendent for approval prior to the teaching staff member taking the course. Approval of such requests is solely at the discretion of the Superintendent. The Superintendent’s decision is not subject to the grievance procedure herein.

Undergraduate coursework will also be reimbursed if the teaching staff member is requested by the administration to take the course.

Undergraduate coursework required to be taken under the alternate route shall not be eligible for reimbursement under this provision.

B. The Board shall pay the full cost of tuition and other reasonable expenses for any in-service courses, workshops, etc., necessary to broaden and strengthen the teacher's background in his/her subject field or grade level, provided that such in-service courses, workshops, etc. are sponsored by the school system.

C. Teachers may request the Board to purchase books, equipment and other resource material for the professional development of the staff.

D. Use of Vehicles

Teachers authorized by the Superintendent of Schools to use their personal automobiles for school business shall be reimbursed at the prevailing IRS rate per mile.

E. Lateral Movement on the Salary Guide

1. In the semester in which a teacher anticipates earning a degree or otherwise qualifying for lateral movement on the salary guide, he/she will so inform the Board in writing. This information shall be given as early in the semester as possible, but, in any event, not later than one (1) month preceding the expected date of completion.

2. Upon completing the degree requirements or additional courses, the teacher will provide to the Board official transcripts or such other documentary evidence of completion as may be acceptable to the Board within sixty (60) days of completion.

3. Payment of salary at the new rate will be effective in the first day of the month following the month in which the course or degree is completed.

4. If the notification and evidence of completion required are not presented to the Board within the time limits specified in E.1. and E.2. above, the effective date of salary adjustment will be deferred until the beginning of the next semester immediately following the receipt by the Board of satisfactory evidence of completion.

F. Educational Leave

Teachers who are granted a leave of absence by the Board of Education for further study shall, upon return, receive the normal increment which they would have received had they remained in service.

G. Professional Observation and Conferences

1. One (1) day per year may be allowed each teacher for observation of another school without loss of pay. Arrangements must be made in advance through the Superintendent of Schools.

2. Members of the staff may be permitted to attend professional meetings which shall have for their theme subjects of interest to the professional program of our schools. Approval to attend such meetings will be granted by the Board of Education upon the

recommendation of the Superintendent of Schools. Those who attend shall be reimbursed for expenses and mileage (computed at the prevailing IRS rate per mile) but the total amount of such reimbursement shall not exceed eighty dollars (\$80.00).

ARTICLE XX - TEACHER PROTECTION

The Board agrees to abide by the laws of the State of New Jersey, federal laws, and rulings of the State Commissioner of Education which have the effect of law, in respect to the protection of teachers in the discussion of any topic included in the school's philosophy, underlying principles, objectives and content of the courses of study adopted by the Board of Education provided that the rights and dignity of the individuals present are maintained.

ARTICLE XXI - TEACHER EVALUATION

- A. Evaluation of instructional personnel is an integral part of the educational program. The work performance of all teachers shall be evaluated in writing and discussed with them in conference. Pre-conferencing by an evaluator prior to a classroom observation for tenured and non-tenured teaching staff is not required. For non-tenured staff, one (1) observation each year shall have a pre-conference with the teaching staff member required. Tenured teaching staff may request a pre-conference should they want an evaluator to view a particular lesson, however, at the discretion of the administrator, such classroom observation may not be the only observation of that staff member for the school year. All staff observations will be followed up with a post-conference meeting. Tenured staff will be notified the workday prior to a regular observation. The evaluation of teachers shall be mainly concerned with, but not limited to, the following areas: command of subject matter, effectiveness of instruction, initiative, cooperation, participation, reliability and personal responsibility, leadership, growth potential, and professional improvement.
- B. A teacher shall have the right, upon written request, to review the contents of his/her personnel file and be able to copy any contents. No material derogatory to a teacher's conduct, service, character, or personality other than regular evaluations and/or other materials concerning which a conference has been previously held with the teacher shall be placed in his/her personnel file unless the teacher has been informed of this action in writing. The personnel file shall be kept current.
- C. A teacher shall be given a copy of any report prepared by his evaluators at least one (1) day before any conference to discuss it.

- D. Teachers shall be evaluated only by persons certified in accordance with the appropriate rules and regulations of the New Jersey State Board of Examiners.

ARTICLE XXII - TEACHER SALARY

- A. The salaries of all employees covered by this Agreement are set forth in the Schedules A, B, D, E and F, which are attached hereto and made a part thereof.

1. Teachers on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
2. Teachers on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
3. When a payday falls on or during a school holiday, vacation, or weekend, an effort shall be made to pay teachers their paychecks on the last previous working day.

- B. Longevity Schedule

1. Teachers with fifteen (15) to eighteen (18) years of previous experience shall receive an additional one thousand two hundred dollars (\$1,200.00).
2. Teachers with nineteen (19) to twenty-three (23) years of previous experience shall receive an additional one thousand nine hundred dollars (\$1,900.00).
3. Teachers with twenty-four (24) to twenty-nine (29) years of previous experience shall receive an additional two thousand six hundred dollars (\$2,600.00).
4. Teachers with thirty (30) or more years of previous experience shall receive an additional three thousand one hundred dollars (\$3,100.00).

- C. Teachers shall receive all compensation which is not subject to pension credit in separate checks or automatic deposits.

OFFICE PERSONNEL SECTION

(Articles XXIII through XXXI relate to office personnel.)

ARTICLE XXIII - WORKING CONDITIONS

- A. Working Hours

1. All office personnel shall have a net workday of seven (7) hours and a net workweek of thirty-five (35) hours.
2. The starting and quitting time will be arranged with the administrator in charge of the building, subject to approval by the Superintendent of Schools.

B. Overtime

1. Office personnel authorized to work over thirty-five (35) hours during a workweek shall be paid at straight time up to forty (40) hours and at the rate of time and one-half beyond forty (40) hours.
2. The hourly rate shall be determined by dividing the annual salary by 1820 hours for full-time office personnel and 910 for half-time office personnel.

C. Emergency Closing Due to Weather

When schools are closed due to inclement weather, office personnel will not be required to report.

D. Compensatory Time

Compensatory time may be taken in lieu of overtime pay (over thirty-five (35) hours) by mutual agreement between the building administrator and the office worker.

Said compensatory time, if requested, shall be at the rate of one and one-half (1.5) hours for each hour worked.

E. Notification of Salary Status

Office personnel shall be notified of their contracted salary status for the ensuing year not later than April 30.

ARTICLE XXIV - OFFICE PERSONNEL PROMOTIONS AND TRANSFERS

- A. The staff and Association shall be notified of all vacancies.
- B. Office personnel desiring a change of employment within the system and/or wishing to transfer to another building may file a written statement with the Superintendent of Schools by March 1 or such time that an opening arises. If such agreement is denied, a statement of reasons must be given within ten (10) school days, but the final decision is not subject to the grievance procedure.

ARTICLE XXV - CONVENTIONS

In order to permit members of the Association to attend the annual convention of the New Jersey Education Association, they will not be required to work on the days schools are closed for the occasion.

ARTICLE XXVI - TUITION REIMBURSEMENT

The Board will reimburse any office worker for the tuition for job related courses to a limit of \$350 each, subject to the prior approval of the Superintendent of Schools. Grades received must be "B" or better. Pass/Fail courses need proof that the course is only offered as Pass/Fail. A "Pass" grade is equal to a "B".

ARTICLE XXVII - EVALUATION

- A. Each office worker will receive not less than one (1) written evaluation per year and shall be required to affix his/her signature to each evaluation as an indication that he/she has reviewed the information contained therein. His/her signature does not necessarily signify agreement with the contents of the evaluation.
- C. The office worker will be given a copy of each evaluation. He/she will have the right to respond to any evaluation in writing, provided that the written response be presented to the Superintendent's office not later than twenty (20) days after the office worker's receipt of the evaluation, and such response will be attached to the evaluation in the office worker's personnel file.
- C. An office worker shall have the right, upon written request, to review the contents of his/her personnel file and be able to copy any contents. No material derogatory to an employee's conduct, service, character, or personality other than regular evaluations and/or other materials concerning which a conference has been previously held with the employee shall be placed in his/her personnel file unless the employee has been informed of this action in writing. The personnel file shall be kept current.

ARTICLE XXVIII - CHANGE IN SALARY CLASSIFICATION

When a member of the office personnel staff is reclassified to a higher salary classification, he/she shall receive a special annual increment equal to the differential for the new classification in addition to any regular increase granted by the Board of Education to him/her in his/her present classification, provided that such a total grant does not exceed the maximum set for the said classification.

ARTICLE XXIX - OFFICE PERSONNEL SALARY

A. Office Personnel Salaries

The salaries of all office personnel covered by this Agreement are set forth in the Schedule E which is attached hereto and made a part thereof.

B. Longevity Schedule

1. Office personnel with fifteen (15) to eighteen (18) years of previous experience in South River shall receive an additional seven hundred dollars (\$700.00).
2. Office personnel with nineteen (19) to twenty-three (23) years of previous experience in South River shall receive an additional one thousand four hundred dollars (\$1,400.00).
3. Office personnel with twenty-four (24) or more years of previous experience in South River shall receive an additional two thousand one hundred dollars (\$2,100.00).

C. Secretarial Certificates

The Board will pay each office worker who successfully completes the requirements for the First Certificate or the Second Certificate of the Professional Development Program for Educational Office Personnel of the New Jersey Association of Educational Secretaries the following annual stipends, beginning on the next July 1 following submission of evidence of successful completion.

First Certificate	\$180
Second Certificate	\$250

D. Mileage Reimbursement

Office personnel employees who are required to use their own privately owned motor vehicles in the course of their duties will be reimbursed for such use at the prevailing IRS rate.

E. Attendance Stipend

If attendance is perfect during any quarter of the year the office worker shall receive an additional stipend of one hundred dollars (\$100.00) for that quarter.

ARTICLE XXX - OFFICE PERSONNEL VACATIONS

- A. Office personnel shall be eligible for paid vacations based upon completion of service according to the following:

1. One to two (1-2) years of service--one (1) week of vacation per year.
2. Three to seven (3-7) years of service--two (2) weeks of vacation per year.
3. 8 years of service – two (2) weeks and one (1) day
4. 9 years of service – two (2) weeks and two (2) days
5. 10 years of service – two (2) weeks and three (3) days
6. 11 years of service – two (2) weeks and four (4) days
7. 12 or more years of service – three (3) weeks

B. Vacations are to be scheduled with the Administrator, subject to approval by the Superintendent of Schools.

ARTICLE XXXI - HOLIDAYS

A. When schools are closed, office personnel shall not be required to work on the following holidays and school recesses:

July	--Independence Day
September	--Labor Day
October	--Columbus Day
November	--General Election Day
	--Veterans' Day
	--State Teachers' Convention
	--Thanksgiving Recess (Th., F.)
December - January	--Winter Recess
	--Martin L. King's Birthday
February	--Lincoln's Birthday
	--Washington's Birthday
March-April	--Spring Recess
May	--Memorial Day

B. When schools are not in session, if any of the above holidays fall on a Saturday, the holiday shall be observed on Friday; if any of the above holidays fall on Sunday, the holiday shall be observed on Monday.

C. The workday immediately preceding the winter vacation and the workday immediately preceding Thanksgiving vacation are student one-session days with office personnel required to remain ten (10) minutes in the elementary and fifteen (15) minutes in the secondary past the close of the teaching day.

CUSTODIAL, FIELD AND MAINTENANCE SECTION

(Article XXXII through XXXVIII relate to CFM employees)

The following articles from the Agreement dated July 1, 1998 to June 30, 1999 between the South River Board of Education and the South River Custodial, Field and Maintenance Employees Association shall be placed in this section of the document with modifications as follows:

ARTICLE XXXII – TRANSFERS AND REASSIGNMENTS

- A. CFM employees wishing to be considered for any change in employment or who wish to transfer to another building may file a written statement with the Superintendent by March 1 or such time that an opening arises. Such requests shall be considered, but the final determination shall rest with the administration.
- B. The staff and the Association shall be notified of all vacancies for positions above the Custodian's and/or Fieldman's level on the Salary Scale.

ARTICLE XXXIII – BLACK SEAL LICENSE

- A. All custodians shall within eighteen (18) months of their initial employment obtain a Black Seal License to operate low- pressure boilers as required by the State of New Jersey.
- B. The Board of Education shall reimburse CFM employees for the annual fee required to renew said Black Seal License.
- C. CFM employees who possess a currently valid Black Seal License will be paid an annual stipend of two hundred dollars (\$200) in addition to their regular salaries. Effective 2004-2005 that stipend shall increase to two hundred-fifty dollars (\$250).

ARTICLE XXXIV – BENEFITS

(See also: Article VIII, Article X, Article XI)

- A. Personal Leave
 - 1. Not more than five (5%) percent of the CFM staff may take personal leave on any one day except that in case of an emergency a CFM employee may submit a request stating the reason to the Superintendent. The decision of the Superintendent shall not be subject to the grievance procedure.
 - 2. All leaves of absence referred to in this section are subject to the following conditions:

- a. A Request for Personal Leave form shall be filed with the Superintendent of Schools at least three (3) school days in advance of the contemplated absence, except that, in the event of an emergency caused by illness supported by a physician's statement or a death in the family, such notice shall be waived until the date of the CFM employee's return to his/her duties. Lacking such notice, the absence will be considered unauthorized and the CFM employee's pay will be deducted at a daily rate of 1/260 of the annual salary.

- b. Personal days will not be granted the day immediately preceding or following a scheduled school closing observed as a holiday or vacation by members of the Association or during the last two weeks of the school year (except for graduations or weddings of the CFM employee or members of his/her immediate family as defined in Article XI F.1, F.2, F.3.) and in case of emergency as approved by the Superintendent of Schools.

- c. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days.

B. Holidays

1. Holidays shall include the following:

July	--	Independence Day
September	--	Labor Day
November	--	Veteran's Day
	--	Thanksgiving Weekend (Th. & Fr.)
December	--	24, 25, 26 – Christmas, shall include three (3) workdays, if any of these days fall on Saturday or Sunday
January	--	New Years' Day
	--	Martin Luther King, Jr's Day
February	--	Presidents' Day
March – April	--	Good Friday
	--	Easter Monday
May	--	Memorial Day

2. When schools are not in session, if any of the above holidays fall on a Saturday, the holiday shall be observed on Friday; if any of the above holidays fall on Sunday, the holiday shall be observed on Monday.

3. In addition, each CFM employee will be entitled to take one (1) floating holiday in each year. The scheduling of such holidays will be at the employee's request, subject to the approval of his/her immediate supervisor.

C. Vacations

CFM employees shall be eligible for vacations according to the following schedule:

1. One (1) to five (5) years of service in South River – two (2) weeks
2. During the sixth (6th) anniversary calendar year of employment to the fourteenth (14th) anniversary year – three (3) weeks
3. From the fifteenth (15th) anniversary calendar year of employment to the twenty-fourth (24th) anniversary year – four (4) weeks. For example, a person employed anytime in 1958 is eligible for four (4) weeks of vacation during 1973.
4. From the twenty-fifth (25th) anniversary calendar year of employment and thereafter – five (5) weeks.

D. Uniforms and Safety Equipment

1. The Board will provide three (3) sets of uniforms per year with the understanding that the CFM employee will maintain them during the year.
2. The Board shall purchase foul weather gear for all employees, that includes boots and rain hat.
3. The Board will provide four (4) pairs of gloves per year to each employee.
4. The Board will reimburse employees a maximum of seventy dollars (\$70.00) each for the purchase of two (2) pairs of work shoes in each contract year. A receipted bill must be submitted to the Facilities Supervisor.
5. The Board will reimburse field and maintenance employees for the purchase of prescription safety glasses and coveralls. The Board will reimburse custodians for the purchase of prescription safety glasses. Safety glasses may be replaced when damaged in use. Reimbursement for coveralls will be limited to two (2) sets per year. Receipted bills for these purchases must be submitted to the Facilities Supervisor.
6. The Board will provide CFM employees with a winter jacket every two (2) years, beginning in 1999 - 2000. The Board will provide CFM employees with a hood or hat once every two (2) years.

ARTICLE XXXV – TERMS AND CONDITIONS OF EMPLOYMENT

A. Working Day

1. The standard workweek of all daytime CFM employees shall be based on a forty (40) hour week consisting of five (5) workdays of eight (8) hours each, exclusive of a one (1) hour lunch.
2. The standard work week of all night shift employees shall be based on a forty (40) hour week consisting of five (5) workdays of eight hours (8) each, excluding a half-hour lunch.
3. The standard work week for purposes of assignment may be scheduled Monday through Saturday. CFM employees may be assigned to any combination of five (5) days as their standard work week.
4. CFM employees may express their interest in working on Saturday to the Facilities Supervisor. Employees who volunteer to work on Saturday shall be assigned first. In the event additional staff is needed to work on Saturday or there are no volunteers, then staff shall be assigned on a rotating basis. All staff shall be assigned two (2) consecutive days off unless there is an emergency, or unless the employee requests an alternative arrangement.
5. Employees assigned or called in to work on Sunday, for work other than building security checks, shall receive one and one-half times (1½) their normal rate of pay.
6. Once a shift has been established, the CFM employee will be provided with thirty (30) days notice of a change, unless the change is mutually agreed to and implemented sooner.

B. Summer Hours and Hours on Days Schools Are Closed

1. With the permission of the Facilities Supervisor, night shift workers may be permitted to work a day shift during the summer and on days on which schools are closed provided that no school related activities are scheduled during the afternoon and evening hours. Night shift CFM employees shall not be eligible for overtime pay for school related activities on such days unless they are scheduled holidays for members of the Association.
2. With the permission of the Facilities Supervisor, a CFM employee's hours may be changed, but all buildings must remain open between the hours of 8:00 a.m. and 4:00 p.m.

C. Weekend Security Check

1. All buildings must receive a security check on Saturdays, Sundays and holidays.

2. CFM employees who are required to make building checks on any of holidays noted in the contract will be paid one (1) hour of overtime at two times (2) their normal rate of pay.

D. Overtime Pay

1. All CFM employees shall be paid at the rate of time and one-half (1½) for all work authorized beyond forty (40) hours per week. Only hours worked shall be used to compute overtime.
2. The maintenance personnel currently employed as a carpenter and as an electrician shall work thirty-five (35) hours plus standby for emergencies per week. They shall be paid straight time for any work schedule by the Facilities Supervisor during the five (5) hour standby period and time and one-half (1½) for all work authorized by the Superintendent of Schools beyond forty (40) hours per week.
3. CFM employees who are called in to work at times not contiguous to their normal shifts shall be guaranteed not less than two (2) hours work or, if the work assigned be less than two (2) hours, they shall receive two (2) hours pay.

E. Contract

1. CFM employees shall receive, no later than May 31, a written offer of a contract for the next succeeding year and at such a salary and benefits as may be agreed upon between the parties, or a written notice that such employment will not be offered.
2. A contract with any employee may be terminated by either party giving to the other party fifteen (15) calendar days notice in writing of the intention to terminate the same.

F. In-Service Training

In the event that the Board requires any CFM employee to attend any in-service training session, the employee will be reimbursed for registration and other fees, meals and travel expenses and will be paid at his/her regular hourly rate for the time spent at the in-service session.

CFM employees may be reimbursed for the tuition for vocational-technical school classes which are job related and approved by the Superintendent prior to the employee taking the class. The Board will pay for any courses that it requests an employee take.

ARTICLE XXXVI – SALARY

- A. The salary guides for custodial, field and maintenance employees are set forth in Schedule F.

B. Longevity Schedule

1. All CFM employees shall receive an additional increment of \$400 from the eleventh to the fifteenth (11th – 15th) year of accumulated service in the South River School System.
2. All CFM employees shall receive an additional increment of \$400 from the sixteenth to the nineteenth (16th – 19th) year of accumulated service in the South River School System. (i.e. \$800).
3. All CFM employees shall receive an additional increment of \$400 from the twentieth to the twenty-fourth (20th – 24th) year of accumulated service in the South River School System. (i.e. \$1200).
4. All CFM employees shall receive an additional increment of \$400 from the twenty-fifth (25th) year of accumulated service in the South River School System.(i.e. \$1600).
5. The maximum amount payable under this section shall be \$1600 per year.

C. Mileage Reimbursement

Employees, except maintenance employees, who are required to use their own vehicles on district business will be reimbursed for such required use at the mileage rate approved for deduction of business travel expenses by the IRS. The two (2) current maintenance employees (as of 2002-2003) shall receive \$675 per year for the required use of their own vehicles to transport tools and other materials in the performance of their assigned duties.

D. New Employees

In determining the initial salary of new CFM employees, the Board of Education may add an amount to the base salary dependent upon the type of experience and the number of years of such service.

E. Perfect Attendance Stipend

If attendance is perfect during any quarter of the year the CFM employee shall receive an additional stipend of one hundred dollars (\$100.00) for that quarter. Perfect attendance is defined as having no absences for any reason.

ARTICLE XXXVII – MAINTENANCE

Custodians shall perform minor maintenance repairs within the scope of their ability and as directed by the Facilities Supervisor.

One custodian may be designated by the Superintendent to spend a greater than average amount of time performing minor maintenance repairs within the scope of his/her abilities. Such custodian will be paid a stipend of \$1,000.

ARTICLE XXXVIII – RULES AND REGULATIONS

Maintenance, Custodian, and Field personnel will be governed by the Rules and Regulations for CFM employees as adopted by the Board of Education.

Schedule A

SOUTH RIVER TEACHERS								
02-03			03-04			04-05		
Yrs/Exp	STEP	SALARY	Yrs/Exp	STEP	SALARY	Yrs/Exp	STEP	SALARY
						0	A	\$37,600
			0	A	\$36,157	1	B	\$37,700
0	A	\$34,082	1	B	\$36,257	2	C	\$37,800
1	B	\$34,182	2	C	\$36,357	3	D	\$37,900
2-3	C	\$34,482	3-4	D	\$36,716	4-5	E	\$38,200
4-6	D	\$34,741	5-7	E	\$37,175	6-8	F	\$39,320
7	E	\$36,600	8	F	\$39,320	9	G	\$41,900
8	F	\$39,320	9	G	\$41,900	10	H	\$44,970
9	G	\$41,900	10	H	\$44,970	11	I	\$48,370
10	H	\$44,970	11	I	\$48,370	12	J	\$52,730
11	I	\$48,370	12	J	\$52,730	13	K	\$56,210
12-14	J	\$52,730	13-15	K	\$56,210	14+	L	\$64,350
15	K	\$56,210	16+	L	\$62,875			
16+	L	\$61,400						
Differentials * Add the single applicable differential to your position on the BA guide.								
	MA	\$1,900		MA	\$1,900		MA	\$1,900
	MA+30	\$2,700		MA+30	\$2,700		MA+30	\$2,700
	PhD	\$4,500		PhD	\$4,500		PhD	\$4,500
Longevity ** Add the single applicable longevity to your salary								
15 - 18	Yrs.	\$1,200			\$1,200			\$1,200
19 - 23	Yrs.	\$1,900			\$1,900			\$1,900
24-29	Yrs.	\$2,600			\$2,600			\$2,600
30 +	Yrs.	\$3,100			\$3,100			\$3,100

Schedule B

Ratio Positions

A. School Psychologist

1. Twelve (12) month contract: Ratio of 1.20
2. Ten (10) month contract: Ratio 1.11

B. Learning Disability - Teacher Consultant

1. Twelve month contract: Ratio of 1.15
2. Ten month contract: Ratio of 1.05

C. School Social Worker

1. Twelve (12) month contract: Ratio of 1.15
2. Ten (10) month contract: Ratio of 1.06

D. Department Chairperson (to be removed from unit effective 6/30/2000)

1. Ten month contract: Ratio of 1.075
2. Twelve month contract: Ratio of 1.195
3. Acting Department Chairperson: Ratio of 1.05

E. Student Assistance Coordinator

Twelve month contract: Ratio of 1.17

F. Athletic Director

Twelve month contract: Ratio of 1.30

G. Athletic Trainer

Twelve month contract: Ratio of 1.15

N.B. Effective July 1, 1999, the Athletic Director and the Athletic Trainer shall become 12 month employees. Initially, for 1999-2000:

1. The Trainer will be placed on the guide at Step C, MA (if applicable) and a ratio of 1.15 will be applied.
2. The Athletic Director's salary will be: (base + longevity) multiplied by a ratio of 1.30.

Schedule C

Activities

In Lotus File

Schedule D

Teacher Aide

<u>01-02</u>	<u>Step</u>	<u>02-30</u>	<u>Step</u>	<u>03-40</u>	<u>Step</u>	<u>04-05</u>
					1	\$25,555
			1	\$25,076	2	\$26,305
	1	\$24,649	2	\$25,826	3	\$27,055
	2	\$25,399	3	\$26,576	4	\$27,805
\$25,023	3	\$26,149	4	\$27,326	5	\$28,555

Attendance Officer

2002-2003 \$ 9,644
2003-2004 \$ 10,078
2004-2005 \$ 10,532

Schedule E-1

		SOUTH RIVER BOOKKEEPER							
		02-03		03-04		04-05			
Yrs/Exp	STEP	SALARY	Yrs/Exp	STEP	SALARY	Yrs/Exp	STEP	SALARY	
						1	1	\$29,781	
			1	1	\$28,940	2	2	\$30,281	
1	1	\$28,108	2	2	\$29,440	3	3	\$30,781	
2	2	\$28,608	3	3	\$29,940	4	4	\$31,281	
3	3	\$29,108	4	4	\$30,440	5	5	\$31,781	
4	4	\$29,608	5	5	\$30,940	6	6	\$32,281	
5	5	\$30,108	6	6	\$31,440	7	7	\$32,781	
6	6	\$30,608	7	7	\$31,940	8	8	\$33,281	
7	7	\$31,108	8	8	\$32,440	9	9	\$33,781	
8	8	\$31,608	9	9	\$32,940	10	10	\$34,281	
9	9	\$32,108	10	10	\$33,440	11	11	\$34,781	
10	10	\$32,608	11	11	\$33,940	12	12	\$35,281	
11	11	\$33,108	12	12	\$34,440	13	13	\$35,781	
12	12	\$33,608	13	13	\$34,940	14	14	\$36,281	
13	13	\$34,108	14	14	\$35,440	15	15	\$36,781	
14	14	\$34,608	15	15	\$35,940	16+	16	\$37,281	
15	15	\$35,108	16+	16	\$36,440	16+	16	\$37,281	
16+	16	\$35,608	16+	16	\$36,440	16+	16	\$37,281	
Longevity - Add the single applicable longevity to your									
	salary.								
	15-18 yrs.	\$700			\$700			\$700	
	19-23 yrs.	\$1,400			\$1,400			\$1,400	
	24 + yrs.	\$2,100			\$2,100			\$2,100	

Schedule E-2

SOUTH RIVER OFFICE STAFF								
02-03			03-04			04-05		
Yrs/Exp	STEP	SALARY	Yrs/Exp	STEP	SALARY	Yrs/Exp	STEP	SALARY
						1	1	\$27,114
			1	1	\$26,273	2	2	\$27,514
1	1	\$25,441	2	2	\$26,673	3	3	\$27,914
2	2	\$25,841	3	3	\$27,073	4	4	\$28,514
3	3	\$26,241	4	4	\$27,673	5	5	\$28,914
4	4	\$26,841	5	5	\$28,073	6	6	\$29,514
5	5	\$27,241	6	6	\$28,673	7	7	\$30,114
6	6	\$27,841	7	7	\$29,273	8	8	\$30,899
7	7	\$28,441	8	8	\$30,058	9	9	\$31,684
8	8	\$29,226	9	9	\$30,843	10	10	\$32,469
9	9	\$30,011	10	10	\$31,628	11	11	\$33,254
10	10	\$30,796	11	11	\$32,413	12	12	\$34,039
11	11	\$31,581	12	12	\$33,198	13	13	\$34,824
12	12	\$32,366	13	13	\$33,983	14	14	\$35,609
13	13	\$33,151	14	14	\$34,768	15	15	\$36,394
14	14	\$33,936	15	15	\$35,553	16+	16	\$37,181
15	15	\$34,721	16+	16	\$36,340	16+	16	\$37,181
16+	16	\$35,508	16+	16	\$36,340	16+	16	\$37,181
Longevity - Add the single applicable longevity to your								
salary.								
	15-18 yrs.	\$700			\$700			\$700
	19-23 yrs.	\$1,400			\$1,400			\$1,400
	24 + yrs.	\$2,100			\$2,100			\$2,100

EXHIBIT A
Mandatory Second Surgical Opinion

Plan will pay 100% of a Reasonable and Customary Charge for a Second Opinion.

For the surgical procedures listed below, when performed on an elective non-emergency basis, the total surgical benefit payment will be reduced by 50% if a Second Opinion is not obtained prior to the surgery.

- Coronary Bypass
- Reconstruction of the hip
- Surgery of the big toe to correct deformity (including bunion)
- Removal of the uterus (hysterectomy)
- Surgery of the back (laminectomy/fusion)
- Removal of knee cartilage
- Dilation and Curettage
- Cataract removal
- Surgical removal of hemorrhoids
- Removal of prostate (complete or partial)
- Removal of the gall bladder
- Bone Surgery of the foot
- Removal of all or part of the kneecap
- Surgical Reconstruction of the nose (including submucous resection)
- Surgery of tendon sheath (wrist only)
- Removal of tonsils and/or adenoids
- Surgery of the breast
- Hernia Repair
- Varicose Vein Surgery

