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20-14

AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE BOROUGH OF ROSELLE
IN THE COUNTY OF UNION
AND
THE ROSELLE EDUCATION ASSOCIATION
AS MAJORITY REPRESENTATIVE OF CERTAIN PUBLIC EMPLOYEES
IN ACCORDANCE WITH R.S. 34:13A-1 (L. 1968, Ch.303)
FOR THE PERIOD
JULY 1, 1973 THROUGH JUNE 30, 1974

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PREAMBLE

This agreement entered into this day of ,1973
by and between the Board of Education of the Borough of
Rosele, hereinafter referred to as "Board"; and the
Roselle Education Association, hereinafter referred to as
"Association".

WITNESSETH:

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

WHEREAS, the parties have reached certain under-
standings which they desire to confirm in this Agreement,
be it

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

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all personnel whether under contract, or on leave, employed by the Board, including:

1. Classroom Teachers
2. Librarians
3. Nurses
4. Remedial Reading Specialists
5. Speech Therapists
6. School Social Workers
7. Educational Secretaries
8. Clerks
9. School Custodians
10. School Matrons
11. School Maintenance Personnel
12. Athletic Director and Coaches
13. Activities Coordinator

but excluding:

1. Superintendent
2. Assistant Superintendent
3. Secretary to the Board
4. Director of Special Services
5. Principals
6. Assistant Principals
7. Vice-Principals
8. Department Chairmen
9. Grade-level Chairmen, and personnel on a per diem basis, or hourly basis, or any other employee whose duties, all or in part are of an administrative and/or supervisory nature, except when such employee's function

in a dual capacity such that their service also falls into one of the categories included in the unit description. In such instances of dual service the Association is recognized as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment of such employees to the extent that they are members of the defined unit but not as related to their services in an administrative and/or supervisory capacity.

10. Head Custodian
11. Executive Secretaries (Secretary to the Superintendent, Secretary to the Board Sec.)
12. School-community Coordinator

B. All certificated personnel represented herein by the Association shall, unless otherwise indicated, hereinafter be referred to as 'teachers'; and reference to male teachers shall include female teachers.

C. All personnel represented herein by the Association shall hereinafter be referred to as 'employees', and references to male employees shall include female employees.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. The Association agrees to present a complete proposal including requests for salary and working conditions not later than October 15 of the calendar year preceding the calendar year in which this agreement expires. This deadline may be extended by mutual consent of the parties.

B. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDUREA. Definitions

1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to grievances which may from time to time arise from claimed violations of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential, as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance or complaint to discuss the matter informally with any appropriate member of the administration and having the grievance or complaint adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Any employee who has a complaint shall within 20 school days of the occurrence of the act or knowledge of the condition which is the subject of the complaint, discuss it first with his immediate superior (department head or principal) in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he may set forth his complaint in writing to the principal or other immediate superior. The Principal shall communicate his decision to the employee in writing within 5 school days of receipt of the written complaint.
3. If, following the determination of the Principal, the matter is not resolved to the satisfaction of the employee, he may set forth his complaint in writing to the Superintendent within 5 school days of the determination by the Principal.
4. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days from the receipt of the written complaint from the employee following step 3 listed above. The Superintendent shall communicate his decision in writing to the employee, to the Association and to the Principal or other immediate superior.
5. Any complaint not resolved to the satisfaction of the employee after review by the Superintendent, may at the discretion of the employee be submitted for a review by the Board of Education. The complaint shall be in writing and shall be submitted within 5 school days after receipt of the Superintendent's decision.

6. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within 30 calendar days of the receipt of the appeal or if a hearing is granted, within 20 calendar days of the date of the hearing.

7. Notwithstanding any provision of this agreement, the following shall not be considered grievanous under this procedure beyond the level of the Board:

- a. The failure to retain a non-tenure teacher.
- b. Matters where a specific method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or the State Board of Education.
- c. The adoption, revision, amendment, or revocation of Board Policies other than those policies or matters affecting terms and conditions of employment, shall be within the sole province of the Board of Education. Those matters concerning terms and conditions of employment are grievable, and not included in this exception.

8. If the matter is not settled after action by the Board, it may be referred to the Professional Rights and Responsibilities Committee of the Association for consideration. The committee shall make a determination within 5 school days, notifying the employee, in writing, of that determination.

- a. If the Professional Rights and Responsibilities Committee of Association determines that the complaint has or may have merit it may recommend that the same be submitted to arbitration, notifying

the employee and the Board, in writing, of that determination.

- b. If the Professional Rights and Responsibilities Committee of Association determines that the complaint is without merit, will so advise the employee, in writing, and a copy of its findings shall be sent to the Board.

9. If the P.R. & R. Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within 20 school days after receipt of the decision of the Board.

- a. Within 10 school days after such written notice of submission to arbitration, the Board and P.R. & R. Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- b. The arbitrator so selected shall confer with the representatives of the Board and the P.R.&R. Committee and hold hearings promptly and shall issue his decision not later than 20 days from the date of the close of the hearings or, if oral hearings have been waived then from the

date the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act which is prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be advisory.

- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the P.R.&R. Committee or the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Pending determination of a grievance or in any dispute between teachers and the Board, the grievant and all teachers shall continue to perform their duties under the direction the Superintendent until the grievance is settled and/or decided.
2. All documents, communication and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.
4. In the event a grievance cannot be resolved by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is feasible.

ARTICLE IV

EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey and the United States; that it shall not discriminate against any teacher^{or other employee} with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny^{teacher or} or restrict to any/employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. No employee/^{or teacher}shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without stating the reasons therefore. Any such action asserted by the Board, or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

D. Whenever any employee/^{or teacher} is required to appear before the superintendent or his designee, Board or any committee, member representative or agent thereof, concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

E. After three years of uninterrupted, continuous service each custodial employee who is to be reappointed, shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960 (18A:17-3 and 18A:17-4).

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, together with information which may be necessary for the Association to process any grievance or complaint.
- B. The Association and its representatives may request the use of school buildings at reasonable hours for meetings. The principal of the buildings in question shall be notified in advance of the time and place of all such meetings.
- C. The Association may request the use of school equipment and facilities, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.
- D. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teachers' dining room. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.
- E. The Association may request the use of school mail boxes.
- F. The Board shall, with the knowledge and approval of the building principal concerned, allow up to ten (10) days per year of released time to the President of the Association. Such released time, if granted, shall be used only for Association business. Before any such time is authorized, the President of the Association shall give at least five (5) days notice to the building principal.

ARTICLE VI

EMPLOYEE WORK YEAR

A. The Association and the Superintendent or his designee shall agree upon all employee calendars prior to final adoption by the Board.

B. All employee calendars for 1973-1974 shall be as set forth in Schedule D, which shall be made a part hereof, and attached hereto.

C. Once adopted by the Board, changes shall be made after agreement between the Association and the Board, except in the cases of emergency.

ARTICLE VII

EMPLOYEE HOURS AND WORKING LOADA. Teachers

1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
2. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes, during which they may leave the building without requesting permission.
3. Teachers shall be on duty in accordance with the times specified in Appendix A.

B. Educational Secretaries

1. The regular work day shall begin at 8:00 AM and shall end at 4:00 PM on all days when school is in session. During July and August, the workday shall be one hour less.
2. Overtime shall be paid at the rate of straight time after 35 hours up to 40 hours and at the rate of time and a half for more than 40 hours.
3. Any elementary school secretary who is required to keep one or more official New Jersey School Registers shall be compensated at \$150.00 per school year, said work to be done outside of regular school hours.
4. Each secretary covered by this agreement shall be entitled to the following vacation with pay, at the annual rate of pay such secretaries are receiving at the time such vacation is actually taken:

<u>a. Length of Uninterrupted service to July 1</u>	<u>Vacation Time</u>
Less than six (6) months	One day for each full month worked
Six (6) months or more, but less than one (1) year	Three (3) weeks
More than one (1) year	Four (4) weeks

b. During the school year, all educational secretaries shall follow the school calendar in the same manner as the teaching staff.

C. Custodians

1. The regular work week shall be 40 hours. All hours worked over 40 hours in any week shall be authorized by the Board Secretary and paid at the rate of time and one half.

2. All overtime shall be allocated on a rotating basis within the building custodial staff by the Board Secretary, subject to skills required for the particular job to be done, and if it is not practical to utilize the staff, then allocate said work to other Board custodial employees on a fair and equitable distribution basis throughout the system.

3. There shall be an additional pay differential paid to night workers--those working the 3:00 PM to 11:00 PM shift of \$375.00 per year.

4. Each custodian covered by this agreement shall be entitled to the following vacation with pay, at the time such vacation is actually taken:

<u>a. Length of Uninterrupted Service to July 1</u>	<u>Vacation time</u>
Six months (6) or more, but less than one (1) year	One (1) week
One (1) year or more, but less than two (2) years	Two (2) weeks
Two years or more, but less than three (3) years	Two wks, One day
3 years or more, but less than 4 years	Two wks, 2 days
4 years or more, but less than 5 years	2 weeks, 3 days
5 years or more, but less than 6 years	Three (3) weeks
6 years or more, but less than 7 years	3 weeks--1 day
7 years or more, but less than 8 years	3 weeks-2 days

8 years or more, but less than 9 years	3 weeks-3 days
9 years or more, but less than 10 years	3 weeks-4 days
10 years or more	Four (4) weeks

b. During the school year, all custodial employees shall be entitled to 13 paid holidays to be determined by the Business Administrator of the Board after discussion with representatives of the custodial employees, which holidays may include in addition to the usual holidays, Christmas Eve day, and New Year's day.

ARTICLE VIII

PROHIBITIVE DUTIES

A. Non-Teaching Duties

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

Therefore, they agree as follows:

- a. No teacher shall be required to drive students to activities which take place away from the school building.
- b. No teacher shall be required to lift, pack, unpack, or transport books or equipment not pertaining to his own class or activities.
- c. No teacher shall be required to assist in the preparation or serving of food.

B. Non-Secretarial Duties

1. No secretary shall be required to lift, unpack, or distribute school supplies, books or equipment without adequate assistance.
2. No secretary shall be required to assist in the preparation or serving of food or monitoring of any school lunch program which might be instituted in her school.
3. No secretary shall be obligated or expected to be the sole and only individual on duty in any school building at any time.

ARTICLE IX
SALARIES

A. The teachers' and nurses' salary guide (Schedule A) which is made a part hereof and is attached hereto, shall be in full force and effect during the school years 1973-74.

1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1973-74 school year in accordance with paragraph two, below.

2. Full credit on the teacher salary schedule may be given by the Board and/or Superintendent for previous outside certified teaching experience in a duly accredited school upon initial employment. Additional full credit not to exceed four years for military service or alternative civilian service required by the selective service system shall be given.

B. The Educational Secretaries' Salary Guide (Schedule B) which is made a part hereof and is attached hereto, shall be in full force and effect during the school years 1973-74.

C. The Custodial Salary Guide (Schedule C) which is made a part hereof and is attached hereto shall be in full force and effect during the school years 1973-74.

D. Pay Schedules

1. Employees paid on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

3. Ten-Month Employees may individually elect to have 10 percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the employee or his estate on the final day in June, or upon death or termination of employment, if earlier.

4. When a pay day falls on or during a school holiday, vacation or weekend employees shall receive their pay checks on the last previous working day.

5. Ten-Month employees shall receive their final checks and the pay schedule for the following year on the last working day in June.

E. Withholding of Increments - The Board reserves the right to withhold any salary increase from any member of the negotiating unit upon recommendation from the Superintendent and with the approval of the Board. This provision shall be subject to the grievance procedure.

ARTICLE X

EMPLOYMENT ASSIGNMENT

- A. All employees shall be given written notice of their salary, building and room assignments, and tentative class schedules and/or subject assignments for the forthcoming year, not later than the last day of school, whenever feasible, and subject to reasonable change as determined by the needs of this system.
- B. In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed after the last day of school, any employees affected shall be notified in writing.
- C. Employees who may be required to use their own automobiles in the performance of their duties, and employees who are assigned to more than one school per day, shall be reimbursed for all such travel at the rate of 10¢ per mile for all driving done between arrival at the first location at the beginning of their work day, and their last assignment that day, and proper supporting documentation shall be submitted to the Board Office.

ARTICLE XI

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. No later than May 1st of each school year, the Superintendent shall post in all school buildings a list of the known vacancies which shall occur during the following school year.

B. Employees who desire a change in position, or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than June 1st. Such statement shall include the position to which the employee desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

C. In the determination of requests for voluntary re-assignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

ARTICLE XII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. No vacancy in any employee category shall be filled by means of involuntary transfer or reassignment without just cause.

1. Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable.

2. An involuntary transfer or a reassignment of a tenure employee shall be made only after a meeting between the employee involved and the principal at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting upon the request of the employee, the superintendent or the assistant superintendent shall meet with him. The employee may, at his option, have an Association representative present at such meeting.

ARTICLE XIII

EDUCATIONAL IMPROVEMENT

1. The Association agrees that its teacher-members will cooperate and participate in a reasonable number of extra-school activities as demonstrated by past practice, such as PTA and PTO, meetings and student dances. Additionally, the Association agrees that its teacher-members will cooperate and participate in scheduling needed conferences with parents who are unable to be present for such conferences in the course of the normal school day.
2. The Association agrees that its teacher-members will make themselves available for a meeting outside of normal school hours, in the second half of the school year, for the purpose of such parental conferences as noted above, such meetings to be scheduled and arranged on an individual school basis by mutual agreement between the individual building principal and his staff.
3. The Association agrees that its teacher-members will attend a reasonable number of meetings after school in accordance with past practice. They further agree to participate in curriculum development as required.
 - (a) Such meetings shall begin no later than ten (10) minutes after the last student dismissal and shall run for no more than sixty (60) minutes.
 - (b) An Association representative may speak after any regular staff meeting.
4. The Association agrees that its teacher-members shall accept non-teaching duties whenever deemed necessary by the superintendent or principal for the proper operation of the schools. This shall include lunchroom duty where required. Both parties agree to re-open negotiations on this point should relevant working conditions change. Such renegotiations to be limited to a system of equitable distribution of lunch duty.
5. The Association agrees that its teacher-members will attend a reasonable number of in-service programs of reasonable duration as scheduled by the Superintendent of Schools.

ARTICLE XIV

SICK LEAVE

- A. All persons holding any full-time office, position or employment with the Rosello Public Schools who are under contract to the Board of Education, shall be allowed sick leave with full pay for a minimum of 15 school days in any school year. Any unused sick leave days of the first twelve sick days may be accumulated to be used for additional sick leave as needed in subsequent years.
- B. Any person (as defined above) who has been in continuous employ of the Board of Education for a minimum of 15 years, shall be allowed an absence due to illness beyond the accumulated sick leave, to a maximum of 15 added days for any one school year, during which added days he shall forfeit the cost of a substitute's per diem for each added day of sick leave.
- C. In any unusual case of sick leave, the Board may require a physician's certificate to be filed with the Superintendent. This includes sick leave caused by illness, injury or quarantine.
- D. Up to three days of the sick leave referred to in this Article may be used for family illness; these three days to come from the first twelve. Family illness is defined as illness in the immediate family, that is, spouse, children, father, mother, parents-in-law, and any other member of the immediate household.
- E. When absence exceeds the annual and/or accumulated sick leave, a deduction will be made on the basis of a day's salary for each sick day. A day's salary is defined as 1/200th of the annual salary for a ten-month employee, and 1/250th of the annual salary for a twelve month employee.
- F. When an absence is found to be contrary to the provisions of the leave policy, the deduction of pay shall be based on the

formula above. Three days absence without notification of the school authorities constitutes a breach of contract. Any person so charged with breach of contract, shall have the right to show evidence of a lack of ability to notify proper authorities. Such evidence, if substantiated, may result in the waiver of the breach of contract and reinstatement, immediately or as soon as is convenient. In the event such absence is caused by illness as defined above, annual and accumulated sick leave may be credited towards such absence.

ARTICLE XV
TEMPORARY LEAVES OF ABSENCE

- A. The Board will approve temporary leaves of absence with pay under the following circumstances:
1. Two days per year may be utilized for personal business, provided notification is made to the principal at least two days in advance, except in case of emergency. In the event the day requested is contiguous to a holiday, the Superintendent may require a valid reason, in writing, for his approval or rejection.
 2. Death in the immediate family, up to five school days will be granted as leave with pay. Immediate family is defined as mother, father, sister, brother, children, spouse, parents-in-law. In the event of the death of a teacher or student in the Roselle School District, the Principal of said teacher or student may grant to an appropriate number of teachers sufficient time off to attend the funeral.
 3. Other leaves of absence with pay may be granted by the Board for good reason, including legal proceedings.
- B. Leaves taken pursuant to Section A above may be in addition to any sick leave to which the teacher is entitled.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

The Board will approve extended leaves of absence without pay under the following circumstances:

A. Except where payment is required by law, military leaves required by involuntary assignments due to duty with the Armed Forces including National Guard and Reserve units during the school year will be granted, providing other arrangements cannot be made for such temporary service during school vacation.

B. Maternity Leave Without Pay

1. Maternity leave without pay shall commence on the date requested by the teacher. The Board may, however, remove a teacher from her duties during pregnancy if she is unable to produce a certificate from her physician stating that she is medically able to continue her duties. The teacher shall produce such a certificate every month after the seventh month.

2. It is the intent of both parties that a teacher shall return to her normal teaching duties as soon as she is physically able after the termination of her pregnancy. Within forty-five (45) days after the termination of pregnancy, unless the treating physician certifies that she is medically unable to perform her duties as a teacher, the teacher shall notify the Board of her intention to return within the same forty-five (45) day period to her normal teaching duties or she shall request a Child Rearing Leave as provided hereinafter.

The Board shall return the teacher to her normal teaching duties within thirty (30) days after the date specified by the teacher in her notice of intention to return to her normal duties.

C. Child Rearing Leave Without Pay

1. In addition to Maternity Leave, upon a non-tenure teacher's request, the Board shall grant Child Rearing Leave for a term that extends from birth to the end of the teacher's contract year.

2. In addition to Maternity Leave, upon a tenure teacher's request the Board shall grant Child Rearing Leave for a term that extends from birth to the end of the school year next following the school year in which the birth occurs.

3. In any event if the teacher on Child Rearing Leave requests that the leave terminate prior to the end of a school year, she shall notify the Board at least ninety (90) days prior to the desired termination date and the Board at its discretion may allow the termination of the leave at the time requested by the teacher or the Board may refuse such a request.

ARTICLE XVI (Con't.)

C. Child Rearing Leave Without Pay

4. Any teacher who receives de facto custody of an infant child in an adoption proceeding shall receive Child Rearing Leave which shall commence upon the receipt of custody of the infant. Such leave shall be in accordance with the provisions of C above.

D. Other leaves of absence without pay may be granted by the Board for good reason.

E. All extensions or renewals of leaves shall be applied for in writing and answered in writing within five (5) days of the Board meeting following the receipt of the request.

ARTICLE XVII

SABBATICAL LEAVES

A. A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:

1. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be mutually agreed on by the Association and the superintendent no later than February first, and action must be taken on all such requests no later than April fifteenth, of the school year preceding the school year for which the sabbatical leave is requested.

2. Sabbatical leave for study: Teaching Personnel holding a teacher's certificate who has served satisfactorily for a period of at least seven years may be granted, with compensation, a leave of absence for study and observation for a minimum period of six months and a maximum period not exceeding one year. Such salary shall be one-half of the scheduled salary which the teacher, would have received had such leave not been granted. The grantee of such leave shall be required to contract to serve the system for three years after the expiration termination of the Sabbatical leave and shall be paid the scheduled salary that he would have received had he not had a Sabbatical leave. This salary placement, however, is to be granted only after a statement of the work pursued by the grantee at college has been submitted to and approved by the Superintendent of Schools.

The following activities will be considered appropriate:

- (a) Formal Graduate Study. A minimum of 16 points or credits per semester in the individual's own field of work or closely related field.

(b) Writing of a Doctoral Thesis.

(c) Schedule of travel, planned in consultation with the Superintendent.

3. A maximum of two people of the professional staff may be on sabbatical leave at any one time. First consideration will be given to those sabbatical leave plans which involve the greatest benefit to the School system. A secondary consideration will be the seniority of the staff members applying for leaves. The Board shall approve all sabbatical leaves.

ARTICLE XVIII

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- A. In the event of any disorder or disruption in the regular school program, the Association may request to meet with the Board and/or Administrators immediately to develop mutually acceptable programs to guarantee the safety of students, board employees, and property.
- B. 1. The Board shall give full support, including limited legal and other assistance for any unprovoked assault upon the employee while on school property or engaged in authorized school business.
2. When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits as provided by law (N.J.S.A. 18A:30-2.1) for the period of such absence but shall not forfeit any sick leave or personal leave.
3. The Board shall reimburse any employee for the reasonable cost of medical, surgical or hospital services incurred as the result of any injury sustained as the direct result of an assault by a student while in the course of his employment, and provided such costs exceed the coverage afforded by any plan of insurance offered by the Board to its employee, including hospital, surgical and medical insurance and workman's compensation coverage. Should such a situation exist the Board shall be notified immediately by said employee and shall refrain from entering any course of treatment, except in an emergency without Board approval. Payments to be made under this paragraph shall not take effect until it is shown to the Board's satisfaction that recovery cannot be made by the employee injured, from the student perpetrating the assault.

- C. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
2. Such notification shall be immediately forwarded to the superintendent who may comply with any reasonable request from the employees for information in the possession of the superintendent relating to the incident or the persons involved, and may act in appropriate ways as liaison between the teacher, the police, and the courts.
- D. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed while the employee was acting in the discharge of his duties within the scope of his employment.

ARTICLE XIX

INSURANCE PROTECTION

A. The Board agrees that it will provide individual and full family health-care insurance coverage for all employees of the Board whose regular assignment exceeds twenty (20) hours per week, through the New Jersey Public and School Employees Health Benefits Program which shall include:

1. Blue Cross
2. Blue Shield
3. Major Medical
4. Rider J

B. The Board shall request the carrier to provide to each employee a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XX

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers, dues for the Roselle Education Association, a unified association, with its affiliates as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Roselle Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
2. The Board agrees to deduct from the salaries of its non-certificated employees dues for the Roselle Education Association, solely as a local, or associate member dues in the N.J.E.A. or the N.E.A., or any one or any combination of such associations as said non-certificated employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJSA 52:16-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Roselle Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
3. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

4. The Board shall make available to interested employees, a tax-sheltered Annuity Plan which provides the Federal Income tax treatment prescribed by Section 403 (b) of the U.S. Internal Revenue Code of 1954 as amended by Public Law 87-370. Said plan shall be designated by the Association and shall be consistent with the controlling New Jersey statute.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with

this Agreement, this Agreement, during its duration, shall be controlling.

F. After format has been agreed to by both parties hereto, this Agreement shall be printed within 90 days after the Agreement is signed. The expense of the printing of this Agreement shall be shared equally by the parties hereto. A copy of the Agreement shall be presented to all employees now employed or hereafter employed by the Board.

G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at:
710 Locust St., Roselle, N.J.
2. If by Board, to Association at:
Current President's home address

ARTICLE XXII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1973 and shall continue in effect until June 30, 1974, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. 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.

B. In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective Officers, and their corporate seals placed thereon this _____ day of _____, 1973

Roselle Education Association

The Board of Education of
the Borough of Roselle in
the County of Union

By _____
President

By _____
President

Attest:

Secretary

Attest:

Secretary

APPENDIX A

DISMISSAL AND REPORT TIME

	Kindergarten	Grades 1&2	Grades 3-7	High School
Teachers Report	8:15	8:15	8:15	8:12
Students Report	8:45	8:30	8:30	8:15
Student Dismissal	3:15	3:00	3:00	3:06
Teacher Dismissal	3:30	3:30	3:30	3:30

SCHEDULE A
SALARY GUIDE FOR TEACHERS AND NURSES

1973-1974

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>	<u>M.A.+30</u>
0	8,800	9,700	10,550
1	9,200	10,000	10,900
2	9,500	10,300	11,170
3	9,800	10,600	11,450
4	10,100	10,900	11,815
5	10,450	11,250	12,180
6	10,900	11,650	12,545
7	11,300	12,100	13,035
8	11,750	12,550	13,520
9	12,200	13,000	14,005
10	12,750	13,500	14,490
11	13,200	14,000	14,980
12	13,750	14,500	15,465
13	14,200	15,000	15,950
14	14,700	15,500	16,435
15	15,200	16,000	16,925
15*	16,100	16,900	17,790
20	16,600	17,400	18,390

SCHEDULE B

SALARY GUIDE - 1973-1974

FOR

EDUCATIONAL SECRETARIES AND CLERKS

<u>YEARS</u>	<u>CLERK</u>	<u>EDUCATIONAL SECRETARY</u>
0	5000	5500
1	5200	5700
2	5400	5900
3	5600	6100
4	5800	6300
5	6000	6500
6	6200	6700
7	6400	6900
8	6600	7100
9	6800	7300
10	7000	7500
11	7200	7700
12	7400	7900
13	7600	8100
14	7800	8300
15	8000	8500
16	8200	8700
17	8400	8900
18	8600	9100
19	8800	9300
20	9000	9500

ROSELLE BOARD OF EDUCATION

SCHEDULE C

CUSTODIAL SALARY GUIDE

1973-74

YEARS	CLASS A	CLASS B	CLASS C
0	\$5950.	\$6400.	\$6800.
1	6200.	6800.	7000.
2	6450.	7000.	7200.
3	6700.	7200.	7400.
4	6950.	7450.	7720.
5	7200.	7700.	7930.
6	7450.	7900.	8250.
7	7720.	8200.	8500.
8	7970.	8400.	8750.
9	8200.	8600.	9000.
10	8450.	8800.	9300.
11	8700.	9000.	9500.
12	8900.	9250.	9700.
13	9150.	9500.	9900.
14	9400.	9800.	10100.
15	9650.	10250.	10600.

ROSELLE PUBLIC SCHOOLS
ROSELLE, NEW JERSEY

SCHOOL CALENDAR 1973-74

September	4	Tuesday	Meetings-Administrative Staff-8:30 A.M. Meetings-New Teachers-Locust School 10:30 A.M. Staff-High School Auditorium 1:30 P.M.
September	5	Wednesday	Individual School Staff Meetings-9:00 A.M.
September	6	Thursday	Schools Open Shortened Sessions for Kindergarten
September	7	Friday	Shortened Sessions for Kindergarten
September	27	Thursday	Rosh Hashanah (Jewish New Year 5734) Schools Closed
October	8	Monday	*Columbus Day - Schools Closed
October	22	Monday	*Veteran's Day -- Schools Closed
November	15	Thursday	N.J.E.A. Convention - Schools Closed
November	16	Friday	N.J.E.A. Convention - Schools Closed
November	21	Wednesday	Extended Session-Schools close 12:30 P.M.
November	22	Thursday	Thanksgiving Recess - Schools Closed
November	23	Friday	Thanksgiving Recess - Schools Closed
December	21	Friday	Extended Session -- Schools Close 12:30 P.M. Christmas Recess
January	3	Thursday	Schools Reopen
January	15	Tuesday	Martin Luther King's Birthday Schools Closed
February	15	Friday	Lincoln's Birthday - Schools Closed
February	18	Monday	*Washington's Birthday - Schools Closed
April	11	Thursday	Extended Session - Schools Close 12:30 P.M. Easter Recess
April	22	Monday	Schools Reopen
May	27	Monday	*Memorial Day
June	19	Wednesday	Commencement
June	21	Friday	Last Day of School - Pupils

*Designation of these Holidays is in conjunction with Chapter 132
New Jersey Laws of 1969, Section 36:1-1

**If more than 2 days are required for inclement weather, needed
extra days will be added to the calendar