

AGREEMENT  
BETWEEN  
THE ROSELAND BOARD OF EDUCATION  
AND  
THE ROSELAND EDUCATION ASSOCIATION  
FOR 2012 – 2015

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**PREAMBLE**

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of December Two Thousand and Twelve.

BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF  
ROSELAND, ESSEX COUNTY, NEW JERSEY, hereinafter  
the "BOARD";

and

THE ROSELAND EDUCATION ASSOCIATION  
hereinafter the "ASSOCIATION";

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employer and the majority representative of an appropriate employee unit and filed with the New Jersey Public Employment Relations Commission; and

WHEREAS, the Roseland Board of Education recognizes the Roseland Education Association as being the recognized majority representative of the unit of the Board's employees consisting of regularly employed teachers, nurses, librarians, and custodians,

NOW, THEREFORE, the Board and the Association have mutually agreed to the following terms and conditions of employment.

When used hereinafter, the term "teacher" shall mean all certificated members of the unit, the term "custodian" shall mean custodians only, and the term "employee" shall mean all members of the unit.

**Article I – Duration of Agreement**

This Agreement, dated as above, shall take effect on July 1, 2012 and shall continue in full force and effect until June 30, 2015. The Parties agree that except in the case of any mutually agreed upon amendments hereto which shall be embodied in writing and signed by the Parties, this Agreement represents the full and total agreement between the Parties on all matters which were, and could have been, negotiated by the Parties.

## Article II – Compensation

### 1. SALARIES

- A. Teachers: The salary schedules for teachers shall be as set forth on Schedule “A”, Schedule “B” and Schedule “C” annexed hereto and made a part hereof.

The following percentage increases will be applied to the agreed upon salary base of \$3,190,960 and are inclusive of increments:

- Effective 2/1/13: 3.0% plus \$20,000 on the salary guide
- Effective 7/1/14: 3.0%

Advancement on the schedules is not automatic and is dependent upon a favorable recommendation by the Superintendent and Board of Education approval.

Effective July 1, 1995, academic credit for advanced level placement beyond the MA column shall be based only on approved graduate degree credits obtained after attainment of the Masters degree. Teachers matriculated in Board approved Masters Degree program on July 1, 1995, shall be granted exemption from this requirement.

Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15<sup>th</sup>.

- B. Custodians: Custodians must, as a condition of employment, possess a valid Black Seal Boiler Operator License. The Board reserves the right to waive this requirement and allow the employee time to obtain the license. During this extended period of time the employee shall remain at his/her entry level eligible for salary adjustment but not salary increment.

The following percentage increases will be applied for the custodians:

- Effective 2/1/13: 3.0% plus a share of the additional \$20,000 from the teacher's salary guide
- Effective 7/1/14: 3.0%

The minimum starting salary for a new full time custodian shall be \$30,000 per year. The Board has the discretion to pay a new custodian in excess of this minimum starting salary.

The head custodian shall receive an annual stipend of \$1,800.00. Said stipend shall be off the established guide.

Any custodian holding a Black Seal License shall receive an annual stipend of \$250.00

2. PAYMENT OF SALARIES

- A. Ten-month employees shall be paid in twenty (20) equal payments on the 15<sup>th</sup> and last day of each month during the school year.
- B. Twelve-month employees shall be paid in twenty-four (24) equal payments on the 15<sup>th</sup> and last day of each month during the year.
- C. Each teacher may individually elect to have ten percent (10%) of his/her monthly salary deducted and placed in a personal interest-bearing account in a bank of the Board's choosing.
- D. Whenever the 15<sup>th</sup> day of and/or the last day of the month falls on/or during a school holiday, vacation, weekend, or Bank Holiday, employees shall receive payments on the last previous working date provided such an accommodation is administratively possible. Employees shall be notified one week in advance regarding any changes in this procedure.
- E. The Board agrees to deduct from the salaries of its employees' dues for the Roseland Education Association, the Essex County Education Association, the New Jersey Education Association, and National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to such person as designated by the Association by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate Association or Associations.
  - 1. 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.
  - 2. Representation 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 the Agreement, said employees will be required to pay a representation fee to the Association for that membership year. This fee shall not exceed 85% of the Association's regular membership dues and shall be determined by NJEA in accordance with the Association's filing of the annual LAFAP report.

The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for court expenses that may arise out of, or by reason of any action taken by the employer in conforming with this provision. Dues shall be transmitted electronically, if payroll provider maintains capability on a monthly basis.

- F. Part-time teachers whose work schedule will cause them to be not present on a scheduled pay day may, upon request, receive payment on their last working day immediately prior to a scheduled pay day provided it is administratively possible to do so.

3. SICK LEAVE REIMBURSEMENT

If notice of retirement is provided to the District by January 1<sup>st</sup>, such employee shall receive a lump sum payment of \$74.00 per day, to be paid to the employee by June 30<sup>th</sup> of the year of retirement. At the discretion of the recipient, payment may be delayed until January 15<sup>th</sup> or thereabouts of the year after retirement. Should an employee eligible to receive this benefit die while actively employed, payment should be made to the employee's estate. This provision will remain effective for the first year of the contract, regardless of state law which may be enacted.

If notice of retirement is provided to the District after January 1<sup>st</sup>, such employee shall receive a lump sum payment of \$64.00 per day, to be paid to the employee by the following January 15<sup>th</sup>.

Effective July 1, 2013, the maximum accumulated unused sick leave shall be one-hundred eighty-five (185) days, or an amount established by state law, whichever is less.

4. OTHER COMPENSATION

A. Travel: Employees shall be paid at the Internal Revenue Service (IRS) rate for the use of their car in the performance of their duties with prior approval of the appropriate administrator.

B. Lunch-Time Supervisor: Teachers supervising lunch-time cafeteria for the full year shall be compensated at the rate of \$2,500 per school year.

C. Curriculum Writing: Teachers who are approved to write curriculums will be compensated:

2012-13	\$55.00/hour
2013-14	\$55.00/hour
2014-15	\$55.00/hour

The number of hours required to write the curriculum will be predetermined by the Superintendent of Schools.

D. Presentations: Teachers required to make a presentation at a Board meeting or kindergarten orientation if scheduled in the evening shall receive one (1) hour compensation at the curriculum rate established for that year. Compensation shall be limited to one (1) hour.

E. Stipends: Stipends will be paid for the following positions as reflected below:

Owl's Eye	\$2,000.00
Student Council	\$2,000.00
Head Custodian	\$1,800.00
Black Seal	\$ 250.00

If the positions are shared by more than one person, the annual stipend shall be divided among the individuals assigned to the position.

F. The cost per hour rate for ABA Tutoring and home instruction shall be \$55.00.

### Article III – Medical and Dental Benefits

A. Medical and Dental Benefits – Upon application, employees, their spouses and eligible dependents, as defined, shall be enrolled in the School Employees Health Benefits Program, hereinafter referred to as the “SEHBP.” All employees shall be required to contribute a portion of their salary toward the cost of their health care benefits premiums in accordance with Ch. 78 (P.L. 2011). The Board reserves the right to substitute another insurance carrier in place of the SEHBP and to provide benefits which are equivalent to the benefits provided by the SEHBP.

B. Up to twenty-five percent (25%) of employees eligible for medical and prescription coverage (first come, first served) may waive said coverage in return for a lump-sum payment. Waiver by an employee who is eligible for employee-only coverage shall be entitled to a lump sum payment of up to twenty-five percent (25%) of the amount saved by the employer or \$5,000, whichever is less, for the waived medical coverage. Employees eligible for full-family coverage, after three (3) years of employment, will receive a lump sum payment of up to twenty-five (25%) of the amount saved by the employer or \$5,000, whichever is less, for the waived medical and prescription coverage. Employees selecting to waive coverage shall receive this payment simultaneous with their last paycheck.

Employees who waive coverage and subsequently discover that their alternate coverage is no longer available may return to the plan for any of the following reasons:

- death of spouse
- disability of spouse
- divorce
- legal separation
- loss of employment or change of employment resulting in ineligibility for benefits
- If an employee is reinstated to coverage under the plan for any of the above reasons, the appropriate proportional share of payment for the waiver will not be made.

- A spouse's loss or reduction in benefits in the same position is not a reason for automatic return to the plan.
- The Board shall establish an Internal Revenue Service §125 plan for making medical and dental contributions. Additionally, the Board shall establish a health care flexible spending account of \$2,000 and dependent care flexible spending account of \$4,000 for each employee enrolled in the plan.

#### ARTICLE IV – Grievance Procedure

##### A. STATEMENT OF PURPOSE

1. It is the purpose of this procedure to secure, at the lowest possible administrative level, appropriate solutions to grievances of employees through pre-determined and orderly procedures without threat of reprisal.
2. Any individual member or group of the staff shall have the right to appeal (through administrative channels) the application of policies and administrative decisions affecting him/her. With respect to his/her personal grievances he/she shall be assured freedom from interference, coercion, discrimination, or reprisal in presenting his/her appeal. The person or persons involved shall have the right to present their own appeal or designate representatives of the Roseland Education Association or another person of their own choosing to appeal with them in any step in their appeal. Both parties agree that these procedures would be as informal and confidential as may be appropriate at all levels of the proceedings.

##### B. DEFINITION OF TERMS

1. GRIEVANCE – A “grievance” is a claim by an employee based upon the interpretation, application or violation of this Agreement, policies or administrative decisions. However, the term “grievance” shall not apply to any matter for which (a) a method of review is prescribed by law or State Board Rule, or wherein (b) the Board of Education is without authority to act, or where (c) a complaint relates to the nonrenewal or termination on notice of a non-tenure employee's contract.
2. EMPLOYEE – Said term shall include any regularly employed individual, whether full or part-time, receiving compensation from the Board.
3. IMMEDIATE SUPERIOR – Said term shall mean the person to whom the grieved employee is directly responsible under the organizational scheme prevailing in this School District at the time that any grievance occurs.
4. AGGRIEVED PERSON – The person or persons making the claim.



C. PROCEDURE

1. TIME LIMITS – Any employee who has a grievance shall discuss it within ten (10) school days of its occurrence with his/her immediate superior in an attempt to resolve the matter informally at that level.
2. If, as a result of the informal appeal, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth this claim in writing, giving date and specific details of the grievance, to the immediate superior. The immediate superior shall communicate his/her decision to the employee in writing within five (5) school days of receipt of the written claim. Failure to petition within the said five (5) school days shall be deemed to constitute an abandonment of the grievance and an assent to the immediate superior's determination.
3. The employee may appeal the immediate superior's decision to the Superintendent. This appeal must be made in writing and must set forth the date and grounds upon which the grievance is based. The Superintendent shall request a written report on the grievance from the immediate superior. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing along with supporting reasons to the employee and the immediate superior.
4. If the grievance is not resolved to the employee's satisfaction by the Superintendent, the grievant may request a review by the Board of Education. The request shall be submitted within fifteen (15) days in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board shall review the grievance and hold a hearing with the employee, if requested. The grievant may be accompanied at the hearing with a representative. The Board of Education shall render a decision in writing within fifteen (15) days of the conclusion of the hearings.
5. If the aggrieved person is not satisfied with the disposition of his or her grievance by the Board, or if no decision has been rendered within fifteen (15) school days after it was delivered to the Board, the Association is to decide whether the grievance is to proceed to arbitration in which case the matter shall be submitted to the New Jersey Public Employment Relations Commission within fifteen (15) school days of the Board's decision or decision date.

The Board and the Association shall agree upon a mutually acceptable arbitrator from a list of arbitrators submitted by the Public Employment Relations Commission.

The decision of the arbitrator shall be advisory in all cases except in matters of grievance of disciplinary action in which case the decision of the arbitrator shall be binding. Grievances of disciplinary action may proceed to binding arbitration in accordance with the provisions of applicable law. The Board of Education retains the option of petitioning the Public Employment Relations Commission for a Scope of Negotiations Determination of the issue of grievance.

#### Article V – Days and Hours of Work

- A. The days worked shall be based on the teachers' school calendar as adopted by the Board of Education for the 2012-2013, 2013-2014, 2014-2015 school years. The Roseland Board of Education agrees to return up to two of the unused emergency days built into the school calendar. No teacher shall be required to report to duty earlier than twenty (20) minutes before the opening of the pupils school day, nor required to clock in or out by hours and minutes. Teachers shall indicate their presence for duty by placing initials in the sign-in and sign-out roster.
- B. The scheduled workday for teachers shall be 8:30 a.m. to 3:45 p.m. The students day shall be 8:50 a.m. to 3:20 p.m.

Teachers shall remain in school as specified in this paragraph, except that they may be permitted to leave at 3:25 p.m. in the following circumstances:

1. On Fridays;
2. On days preceding holidays and/or extended recess periods;
3. On the day of back-to-school night;
4. On the day of the monthly Roseland Education Association afternoon meeting, provided they are not meeting with a parent or child, in which case they shall continue to do so.

Those teachers who have scheduled other duties are required to perform those other duties on any of the days in the above four exceptions.

- C. Teachers shall have a daily forty (40) minute duty-free lunch period except on days of inclement weather when the teacher will return to the classroom to cover his/her class' play period. (Inclement weather to be determined by the building principal or designee). Teachers are to inform the principal or office when leaving the building during school time including the lunch period.
- D. 1. Teachers' schedules shall provide preparation time in the amount of 200 minutes per five day week for regular full-time teachers and shall be prorated for part-time teachers. Regular classroom teachers shall provide student instruction in the absence of the specialist schedules to cover the class during the classroom teacher's preparation period. The administration will use its best efforts to establish common planning time during the work week.

2. Teachers having more preparation time than the contracted allowances can be assigned to additional duties by administration between 8:30 a.m. and 3:45 p.m.
3. Preparation time for full-time teachers shall be scheduled between 8:50 a.m. and 3:20 p.m. Preparation time for special area teachers working a flex time schedule shall be scheduled during the hours of their scheduled workday.
4. Preparation time shall be used for such activities as:
  - a. Correcting papers;
  - b. Preparing lesson plans;
  - c. Preparing bulletin boards and other displays;
  - d. Previewing audiovisual aids;
  - e. Professional reading;
  - f. Preparation of report card;
  - g. Preparation of non-administrative reports;
  - h. Conference with parents, administrators, and other personnel;
  - i. Duplicating or securing materials for class use; and
  - j. Other such activities as can be directly related to the welfare of the students or the functioning of the school
5. Unless otherwise assigned to another duty, teachers will utilize the preparation time scheduled from 3:20 p.m. to 3:45 p.m. for the following activities:
  - a. Cross-grade conferencing;
  - b. Meeting with students;
  - c. Meeting or communicating with parents;
  - d. Meeting with the principal and/or administrator

If there is no need or opportunity to participate in the above mentioned activities, then teachers should utilize preparation time pursuant to subparagraph D4.

6. Required loss of a preparation period (except for such instances as a shortened day, assembly, field trips, etc.) shall be paid at the rate of fifteen dollars (\$15.00) per period, provided the staff member's weekly guaranteed preparation time as set forth in Article V, D.I, is reduced below its minimum. Vouchers are to be submitted for this payment on the first day of each month.

- E. Whenever possible, the notice of an agenda for any teachers meeting shall be provided by the Friday preceding the meeting. Teachers shall have the opportunity to suggest items for agenda. There will be up to two (2) staff meetings per month on Mondays. The Board shall have the ability to reschedule on another Monday due to inclement weather. The staff meetings (including the alternative inclement weather Mondays) will be established annually in the Board calendar. One (1) meeting will be a ninety (90) minute meeting for Professional Development and the other will be a sixty (60) minute staff meeting.

- F. Teachers are expected to devote the time necessary to meet their responsibilities to provide quality education for the children in the School District, which includes for example, careful daily preparation, attendance at staff meetings, grade level meetings and conference meetings, and are encouraged to attend H.S.A. meetings and school sponsored projects. This does not include programs by outside organizations which have been given permission to use the school.
- G. Teachers who are requested by the Board to make presentations at public Board meetings shall be granted two (2) consecutive hours of preparation time during working hours prior to the meeting date for preparation of the requested presentation and an informal outline of the presentation which is to be submitted to the Board one week prior to the scheduled meeting. The two hours granted shall be in addition to any existing scheduled preparation time. Certificated substitutes shall be provided where necessary.
- H. Any in-service professional development workshop scheduled after school shall not exceed one and one-half (1½) hours. Any in-service professional development workshop that exceeds one and one-half (1½) hours will be scheduled for a minimum student day. There is a limit of 2 minimum student days for the school year. If staff acquires more than an average of 20 hours in one year, those hours can apply to the following year. These hours are those arranged by the Professional Development Committee.

#### I. CUSTODIANS

1. Each day custodian is to work eight (8) hours, exclusive of lunch hour, per day, five (5) days per week. The night custodian is to work eight (8) hours, including dinner hour, to compensate for night shift assignment. Custodians shall indicate their presence for duty by placing their initials in the sign-in roster immediately upon arriving to assume their duties. This procedure is also to be followed at the conclusion of each work day.
2. Work performed in excess of eight (8) hours in one day is to be paid at a rate of time-and-one half. Work performed on Sunday and on holidays is to be paid at the rate of double time.

Weekend and holiday building check is performed by custodians on a rotating basis at a remuneration of time-and-one-half for one hour.

For those custodians performing building check whose residence is more than five (5) miles from the school, an additional remuneration of time-and-one-half for one half hour shall be paid.

3. The Board and Association recognize the Board's right to require that one custodian be present at all times between the hours of 7:45 a.m. and 6:00 p.m. on days when school is in session. In the event that by reason of absence of one or more of the custodians, there is only one custodian on duty on a given day, the Superintendent or building principal may require that the custodian on duty not leave the school building during his/her lunch hour. However, unless the custodian is required by the principal or his/her secretary to perform services of an emergency nature, any lunch hour during which a custodian is required to remain in his/her building under the provisions of this Paragraph shall not entitle him/her to the payment of overtime compensation under the provisions of I.2. above. In the event that a custodian is required to perform service of an emergency nature during such a lunch hour, either his/her lunch hour will be extended by the amount of time spent in dealing with the emergency or he/she will be compensated at the overtime rate for the time spent in dealing with such emergency, in the principal's discretion. In all cases, the custodian shall, immediately upon completing such services, report to the building principal, or, in his/her absence, his/her secretary, the amount of time spent by the custodian in performing such services. Nothing contained in this Paragraph shall be construed so as to permit a custodian to voluntarily work through his/her lunch period on matters of a non-emergency nature and thereby entitle him/her to overtime compensation for that hour in the absence of a direction from the principal or his/her secretary.

#### Article VI -- Work Year

- A. TEACHERS -- The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teachers' attendance is required. Teachers new to the District shall have one (1) additional day of orientation which shall immediately precede the work year for pre-existing professional staff.

The work year shall be one hundred eighty-six (186) days for returning teachers, one hundred eighty-seven (187) days for newly hired teachers and one hundred eighty-three (183) days for students. The last scheduled school day in June shall be reduced for teachers by three (3) hours. Teachers must conclude the check out procedure in order to leave. The last student days before Thanksgiving and Christmas recesses shall be four hours each.

- B. CUSTODIANS

1. All custodians shall be eligible for a vacation according to the following:
  - a. Two weeks vacation (10) days will be granted during each of the first five (5) years of employment.
  - b. After five (5) years of employment in the Roseland School System, three (3) weeks paid vacation will be granted.

- c. After ten (10) years of employment in the Roseland School System, four (4) weeks paid vacation will be granted.
  - d. After ten (10) years of employment in the Roseland School System, two (2) additional vacation days will be added for every five (5) years of service.
  - e. Custodians must take one (1) week vacation consecutively or in days when school is closed for holiday during the school year. One (1) week must be taken when school is closed for summer vacation. Additional accrued vacation time can be taken at the custodian's discretion providing three weeks notice for vacation is given to the school principal.
2. All custodians are entitled to twelve (12) paid holidays each year except when Yom Kippur and Rosh Hashanah should fall on a school day. Then those days shall be additional holidays.

July 4	Thanksgiving
Labor Day	Christmas Day
Rosh Hashanah	New Year's Day
Yom Kippur	Lincoln's Birthday
Columbus Day	Washington's Birthday
Election Day	Good Friday
Veterans Day	Memorial Day

If any of the aforementioned holidays fall on a day when school is in session, a lieu day will be granted in accordance with the school calendar.

3. Upon submission of a request and with prior approval of the Superintendent, two custodians per year will each be granted one (1) Professional Day to attend the NJEA Convention. Upon return, a documentation of attendance is necessary.

**Article VII – Sick Leave and Personal Days**

**A. PERSONAL ILLNESS**

- 1. Ten days of absence for ten-month employees and twelve days for twelve-month employees will be allotted for personal illness. Part-time employees shall be granted absence with pay for illness on a pro-rata basis of number of days employed for the year as compared to full-time employees. Entitlement of sick days for all new employees shall be on a pro-rata basis according to their time of hire. Entitlement shall accrue upon first day of employment each year.
- 2. If less than the allotted days for sick leave is used during the school year, the balance is to be accumulated without limitation for use in subsequent years.

3. In cases of absence beyond the accumulated sick leave time, a deduction of 1/200<sup>th</sup> of the annual salary for ten-month employees for each day of absence will be made. In cases of absence beyond the accumulated sick leave time, a deduction of 1/240<sup>th</sup> of the annual salary for twelve-month employees for each day of absence will be made. The Board of Education, at its discretion, may make an exception to this rule.
4. At the start of each school year, all employees are to receive notification of their accumulated sick leave.
5. Within one day of returning to work after an absence, a "Staff Absent Report" form (agreed to by both Parties) shall be completed by the employee and submitted to the building principal. The required form shall be placed in the employee's box prior to his/her return.
6. A medical certificate is required when a staff member has been absent five (5) or more consecutive days.

B. PERSONAL LEAVE OTHER THAN ILLNESS

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year, except as provided in Paragraph B.2.

1. DEATH/RELIGIOUS – An allowance of up to six (6) days total leave per year shall be granted. Up to six (6) days may be used for a death in the immediate family (spouse, father, mother, child, grandchild, grandparent, brother, sister, step-mother, step-child, step-father, or any member of the immediate household.) Up to three (3) days out of the six (6) total days may be used for attendance at funerals other than immediate family and religious holidays.
2. OTHER EMERGENCIES OF PERSONAL NATURE – An allowance of up to a total of three (3) days leave during the school year. All employees are required to give at least forty-eight (48) hours notice unless it is impossible to do so. Personal leave shall not be taken on the day immediately preceding or following a holiday or vacation period if the days are being used to extend the vacation. However, if an employee needs to use a personal day during the above cited period, he or she shall provide the Superintendent in writing with the reason for such request for approval with pay. If at the end of the school year any of the three (3) leave days of a personal nature remain unused, they shall be accumulated as sick days for use in the next school year.
3. COMPASSIONATE LEAVE – No more than five (5) days may be accumulated. These days are to be used for immediate family appointments (medical) or other immediate family emergency. Upon request, Compassionate Leave days can revert back to sick pool.

4. PROFESSIONAL DEVELOPMENT – The Superintendent may grant such time, up to one day per instance, for professional development of staff personnel.

Leave days under this Article shall only be granted for a full working day.

## C. EXTENDED LEAVES OF ABSENCE-MATERNITY/CHILD CARE

### 1. DEFINITION OF LEAVES

- a. Maternity Leave shall be defined as that period of time during a pregnancy in which the woman is disabled. With a standard physician's certificate of disability due to pregnancy, a staff member shall be entitled to be off the twenty working days immediately preceding and the twenty working days immediately following the anticipated date of birth. These days may include school holidays or recess periods where applicable, but do not include periods during the summer vacation. The staff member may be paid for these days, provided she has sufficient annual and/or accumulated sick days.

If a pregnant staff member incurs disability which exceeds the norm referred to in the prior paragraph, she may obtain a special doctor's certification, explaining the medical necessity for additional days of absence. Upon provision of such a certificate, the staff member may be paid for these additional days provided she has sufficient annual and/or accumulated sick days.

- b. CHILD CARE LEAVE - Application for child leave for the purpose of caring for a natural or adopted child shall be considered by the Board of Education up to a two (2) year leave. Employee has the option not to take the second year of the leave. However, they are responsible to inform the Superintendent in writing of their decision by January 1<sup>st</sup> of the preceding second year.

### 2. APPLICATION FOR LEAVES

- a. MATERNITY LEAVE – Application shall be made in writing to the Superintendent. Such application shall contain the desired dates for beginning and terminating the leave in accordance with Section 4.
- b. CHILD CARE LEAVE – Application shall be made in writing to the Superintendent. Such application shall contain the reason for requesting the leave and supporting information regarding the necessity of having the leave. Application for child care leave shall be considered by the Board of Education on an individual basis.



3. CONDITIONS OF LEAVE

- a. MATERNITY LEAVE – Notification – An employee of the Board of Education shall notify the Superintendent as soon as she is pregnant, presenting medical certification of her condition and estimated date of birth.

PAYMENT – Maternity leave shall be granted without pay or increment.

MEDICAL CERTIFICATION – An employee who continues to work beyond her seventh month of pregnancy must present a certificate of physical fitness from her physician, including the estimated date of birth for the child and the date to which the employee is capable of safely performing her duties.

- b. CHILD CARE LEAVE

NOTIFICATION – An employee of the Board shall notify the Superintendent as soon as a need for this leave is evident.

PAYMENT – If child care leave is granted, it will be without pay or increment.

- c. NON-TENURE EMPLOYEE – Leaves for non-tenure employees under this Article need only be granted to the end of the contract year.

4. RETURNING FROM LEAVE

In accordance with 29 C.F.R.825.214 and N.J.S.A. 34:11b-7, Employee's returning from approved leave pursuant to the Family and Medical Leave Act and/or the New Jersey Family Leave Act will be restored to the position they held when the leave commenced or to an equivalent position of like terms and conditions of employment.

5. DURATION OF LEAVE(S)

After the employee presents application for either/or both leaves under this Article, mutual agreement shall then be reached with the Superintendent, in writing, on the date of beginning the leave and the date of the employee's return.

The dates beginning the leave may be determined mutually with the Superintendent according to the mother's needs, in the case of maternity leave. In the case of an employee who adopts a child for whom the employee will have direct and major responsibility for rearing, child care leave may be granted upon receiving defacto custody of the child or earlier if necessary in order to fulfill the requirements for adoption.

## 6. APPLICATION FOR EARLY RETURN

If unusual conditions prevail, the employee may apply, on recommendation of the Superintendent, with a doctor's written approval, to the Board, for permission to return to a position for which the employee qualifies, prior to the termination of the period for which leave was granted. It is understood, however, that the Board in its discretion may or may not grant permission for change of the original agreed upon term of the leave.

### D. Applicability of State and Federal Family Leave Acts

Employees covered by this Agreement are eligible for leaves of absence under the provisions of the New Jersey Family Leave Act and the Federal Family and Medical Leave Act. These leaves are without pay unless the employees have paid days available to them under other provisions of this Article applicable to these statutes.

E. The Board may grant a leave of absence without compensation in accordance with Board Policy 4431.

F. Teachers returning in September from leave of absence (Policy No. 4431) or Family Leave, Maternity Leave, shall inform the Superintendent in writing of their intentions to return by January 1<sup>st</sup>.

## Article VIII – Employee and Association Rights

A. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of the teacher in his/her office, position or employment or the salary of any increment pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall have the right to present his/her own appeal or designate representatives of his/her own choosing to appear with him/her.

B. The Association and its representatives shall have the right to use the school building for meetings at hours when custodians are normally on duty. The amount of time used by a custodian to attend an Association meeting during his/her regular work day is to be made up on said day. The principal shall be notified at least 24 hours in advance of the time and place of all such meetings.

C. The Association shall have the right to use school mailboxes as it deems necessary. The Association shall have the right to use copy machines after gaining the approval of building principals or other members of the administration. Approval shall not be unreasonably withheld.

D. The Association shall have use of a bulletin board in the faculty room and the custodial room. The Association shall also be assigned adequate space on the bulletin board in the Central Office for Association notices. The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

- E. Regarding any matter which would adversely affect the continuation of a custodian in employment, position or salary, or an increment pertaining thereto, the custodian shall be given prior written notice of the reasons for such action and opportunity for hearing before the action is final.
- F. Nothing contained herein shall be construed to deny or restrict any custodian from such rights as may exist under the laws of the State of New Jersey. The rights granted to custodians hereunder shall be deemed to be in addition to those provided by law.

**Article IX – Tuition Reimbursement for Advanced Study**

- A. **ELIGIBILITY** – Any teacher employed in the Roseland School System and enrolled at a duly authorized institution of higher education as defined by N.J.S.A. 18A:3-15.3 for the purpose of graduate study in a course or degree related to the teacher’s current or future job responsibilities. All tuition reimbursement must be in accordance with State law.
- B. **APPROVAL** – All courses and programs for advance study to be reimbursed under this policy must have prior approval of the Superintendent.
- C. **REIMBURSEMENT DEFINED** – Reimbursement shall be for the cost of tuition and registration fees to a maximum based upon tuition and registration fees at Montclair State University. There is a maximum of \$1,600.00 per year per full time faculty member. A part-time faculty member’s allowance shall be prorated according to the same formula of his/her salary, e.g. a part-time teacher receiving 3/5’s full salary shall receive 3/5’s of the reimbursement allowance. Under the provisions of this Article, a part-time teacher employed five (5) days per week at a minimum of twenty (20) hours shall be considered full-time. The total amount of monies from which reimbursement may be drawn from each year is \$20,000.00 Faculty members taking courses to comply with the provisions of Article IX, Paragraph E4, shall be given preference in allocating these funds. No reimbursement shall be made for the cost of books.
- D. **REQUIREMENTS** – Teachers shall receive reimbursement contingent upon the following conditions:
  - 1. Proof of satisfactory completion of approved course with “B” or better; and
  - 2. Proof of tuition payment must be submitted to the Superintendent immediately after the completion of each course and by June 5<sup>th</sup> to receive lateral movement on the teacher’s salary guide for September of the following year. Lateral movement on applies if enough credits are earned.
- E. **GENERAL**
  - 1. Courses taken for certification shall be eligible for reimbursement.
  - 2. Undergraduate courses shall not be eligible for reimbursement except in those instances where no graduate courses are offered within a reasonable distance.

3. Courses shall be taken at a time that does not conflict with school duties or hours.
4. The Board of Education may request teachers who have not earned a Masters Degree or equivalency (BA+30) to successfully complete graduate courses amounting to at least 6 credits over a 3 year period.

F. TIME AND MANNER OF REIMBURSEMENT

The tuition reimbursement program shall operate in a manner consistent with the School District's fiscal year of July 1 through June 30. All courses taken during the summer, fall, and spring semesters (final grade must be in by June 5) shall be submitted and approved prior to the commencement of the course. Evidence of satisfactory completion of the course should be submitted as soon as available. Upon receipt of evidence of successful completion from all teachers taking approved courses during the spring semester, the Board will reimburse all teachers simultaneously in accordance with the above program. If the total number of approved courses and/or other professional development opportunities, as contained in the teacher's professional development plan exceeds the pool, then each teacher will be reimbursed the equivalent pro-rata cost per credit completed, up to the individual maximum of the pool. In no event shall the total annual reimbursement exceed \$20,000.

- G. The Board shall reimburse custodians for the fee and/or renewal of boiler licenses.

Article X – Work Clothes

- A. The Board shall provide each custodian with five (5) uniforms and summer tee shirts per year. Custodians shall be responsible for cleaning and care of the uniforms. Custodians are expected to wear the uniforms each work day. The Board shall provide two (2) pair of work shoes each year. The Superintendent, at his/her discretion, may authorize a third pair as need requires.
- B. Two sets of rain gear have been purchased for the building. Said gear is to remain the property of the Roseland Board of Education and shall be replaced as needed.
- C. A winter jacket will be furnished each custodian in the first year of employment and every third year thereafter.
- D. Two pair of work gloves will be furnished each custodian, if needed, each year.
- E. As needed, one pair of foul weather boots will be furnished each custodian every three years.

## Article XI – Professional Improvement

In accordance with N.J.A.C. 6:11-13, the Association and the Board pledge to cooperate through the local district professional development committee in forming the District professional development program in accordance with the standards established by the State Professional Teaching Standards Board and Commissioner of Education.

The Board shall provide in-service professional development programs which shall be cooperatively planned to meet priorities jointly determined by the Association and the administration. Professional development programs shall be conducted after school hours. All teachers are required to complete one hundred (100) clock hours of approved Professional Development every five (5) years in accordance with the timelines and standards set forth in N.J.A.C. 6A:9-15.2.

In the event that the Board and Association mutually agree upon an accredited professional development program, teachers who successfully complete same shall be given credit as provided in the salary schedule.

When necessary for professional improvement, a teacher, with prior approval from the Superintendent, may attend an appropriate workshop or seminar. Upon evidence of completion of the workshop or seminar, the teacher will be reimbursed the registration fee.

### Mentoring of Provisional and Alternate Route Teachers

1. All vacancies for mentoring positions shall be posted as early as the District is aware of its needs. The postings shall include the qualifications for the position.
2. No teacher shall be assigned to serve as a mentor if there are qualified volunteers available.
3. Only tenured teachers shall serve as mentors.
4. Those teachers acting as mentors for individuals obtaining certification via the alternate route shall receive the amount provided for by state funding.
5. Those teachers acting as mentors for individuals obtaining certification via the provisional route shall receive the amount provided for by state funding.

## Article XII Employee Evaluation

- A. Employees have the right to adequate and constructive supervision by the appropriate administrator.
- B. Employees must be punctual and responsible to their assignment throughout the year and, when they are not, they are to be notified by their immediate supervisor.
- C. Employee performance shall be evaluated in the light of all evidence pertinent to the discharge of their responsibilities.
- D. Procedure for evaluation for employees shall be as specified by applicable law and Commissioner of Education regulations.

### Article XIII – Reassignments

- A. No later than May 1 of each school year, the Superintendent shall post a list of official vacancies expected to occur during the following school year.
- B. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent no later than May 15<sup>th</sup>
- C. In determining the requests for reassignment, the wishes of the individual teacher shall be considered to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system as determined by the administration and authorized by the Board.
- D. Posting new assignments will be on May 1<sup>st</sup>. Teachers are required to notify Superintendent in writing of their interest in a new assignment by May 15<sup>th</sup>. On June 1<sup>st</sup>, teachers will receive a letter which will inform them of their assignment and salary schedule.

### Article XIV – Subsequent Negotiations Procedure

#### A. DEADLINE DATE

The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin no later than October 1<sup>st</sup> of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the bargaining unit, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

#### B. MEETINGS

All meetings between the Parties shall be regularly scheduled whenever possible to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.

### Article XV – Board Rights

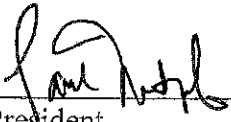
- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.
- B. The provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by foregoing legal authorities.
- C. The Board will conduct its routine, annual discussion of staffing for the ensuing year between October-May 15. All discussions will be conducted privately, unless an individual requests otherwise.

Article XVI – Entire Agreement


THIS AGREEMENT incorporates the entire understanding of the Parties on all issues covered and provided for herein, and during the term of this Agreement, neither Party shall be required to re-negotiate concerning said issues for the period covered herein.

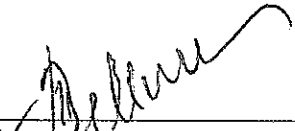
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the date and year aforesaid.

FOR THE BOARD

  
\_\_\_\_\_  
President  
Paul Mastrangelo

FOR THE ASSOCIATION

  
\_\_\_\_\_  
President  
Joseph DeVincentis

  
\_\_\_\_\_  
Interim Board Secretary  
Joseph Bellino

NOTES RELATED TO SCHEDULE "A", SCHEDULE "B" AND SCHEDULE "C"

SALARY GUIDES FOR 2012-2013-2014 AND 2014-2015

The following procedures augment the provisions of ARTICLE II COMPENSATION and are to be applied in determining eligibility for longevity pay and lateral movement on salary guides A, B, and C.

1. Changes in position on the salary guide may be made up to June 30.
2. Eligibility for lateral movement on the salary guide may not be granted to undergraduate courses even if tuition reimbursement has been granted.
3. Lateral movement on the guide shall be limited to:
  - a. graduate courses
  - b. undergraduate courses which will lead to special certification granted by the New Jersey State Department of Education
  - c. undergraduate courses taken wherever and whenever graduate courses are unavailable within a reasonable distance
4. No one will be placed on or beyond the M.A. column unless a Masters Degree has been earned. An equivalency will place the teacher on the BA+30 step.
5. Longevity increments shall be granted after 14, 19 and 24 years of service in the Roseland School System. For teachers and custodians, please refer to the following chart for the sequencing of payments:

	<u>14 yrs.</u>	<u>19 yrs.</u>	<u>24 yrs.</u>
2012-2013	\$900	\$2,800	\$4,000
2013-2014	\$900	\$2,800	\$4,000
2014-2015	\$900	\$2,800	\$4,000

For part-time teachers, longevity entitlement shall be prorated on basis of salary.

6. Guide Enhancement: The following pools of money will be added to the salary guides as follows:
  - Effective 2/1/13: \$20,000 – Teachers/Custodians
7. The following guidelines shall apply in determining an individual's eligibility for longevity stipends:
  - a. Only time spent as a teacher in the District will count toward eligibility.
  - b. If a teacher worked as a substitute for one hundred (100) days in any of his/her years of service, such years shall be counted on a pro-rata basis (see below) towards eligibility.



- c. All service as a teacher in the District will count toward eligibility, whether consecutive or not, with the following exception: If an individual voluntarily quits, but is subsequently rehired by the Board of Education, time counting toward eligibility must occur within the following consecutive spans:
  - 14 years longevity within 18 years
  - 19 years longevity within 23 years
  - 24 years longevity within 28 years
- d. Partial years and less than full time service will be pro-rated. Partial years will count as fractions of years for time eligibility. Less than full time service will be prorated by applying the fraction of the salary to the stipend.
- e. Once a stipend is awarded, it is locked in. A subsequent longevity step will be calculated anew.
- f. Employees hired after July 1, 2012 are not eligible for a longevity stipend.

## ROSELAND TEACHER SALARY GUIDE

2012-2013

(Effective February 1, 2013)

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	47,930	49,930	51,930	53,930	55,930	57,930
2	48,930	50,930	52,930	54,930	56,930	58,930
3	49,930	51,930	53,930	55,930	57,930	59,930
4	50,930	52,930	54,930	56,930	58,930	60,930
5	51,930	53,930	55,930	57,930	59,930	61,930
6	52,930	54,930	56,930	58,930	60,930	62,930
7	53,930	55,930	57,930	59,930	61,930	63,930
8	54,930	56,930	58,930	60,930	62,930	64,930
9	55,930	57,930	59,930	61,930	63,930	65,930
10	57,930	59,930	61,930	63,930	65,930	67,930
11	59,930	61,930	63,930	65,930	67,930	69,930
12	61,930	63,930	65,930	67,930	69,930	71,930
13	64,430	66,430	68,430	70,430	72,430	74,430
14	67,430	69,430	71,430	73,430	75,430	77,430
15	71,430	73,430	75,430	77,430	79,430	81,430
16	77,430	79,430	81,430	83,430	85,430	87,430
17	87,394	89,394	91,394	93,394	95,394	97,394

### SCHEDULE "A" SALARY GUIDE - 2012-2013

ADMINISTRATIVE REGULATION - GUIDE FOR THE ADMINISTRATION OF SALARIES RECOMMENDED MOTION: - That the following guide for the administration of salaries for teachers shall become effective July 1, 2012 and shall supersede all guides previously adopted for teachers. This guide shall be regarded as a statement of policy to be followed so far as practicable in fixing salaries, but not as a contract. Due consideration in determining salary progression in accordance with the guide will be based on demonstrated teaching ability, initiative, industry and proficiency within the program area.

This salary guide format is effective July 1, 2009, and shall continue as format for any successor agreement salary guide.

## ROSELAND TEACHER SALARY GUIDE

2013-2014

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	47,930	49,930	51,930	53,930	55,930	57,930
2	48,930	50,930	52,930	54,930	56,930	58,930
3	49,930	51,930	53,930	55,930	57,930	59,930
4	50,930	52,930	54,930	56,930	58,930	60,930
5	51,930	53,930	55,930	57,930	59,930	61,930
6	52,930	54,930	56,930	58,930	60,930	62,930
7	53,930	55,930	57,930	59,930	61,930	63,930
8	54,930	56,930	58,930	60,930	62,930	64,930
9	55,930	57,930	59,930	61,930	63,930	65,930
10	57,930	59,930	61,930	63,930	65,930	67,930
11	59,930	61,930	63,930	65,930	67,930	69,930
12	61,930	63,930	65,930	67,930	69,930	71,930
13	64,430	66,430	68,430	70,430	72,430	74,430
14	67,430	69,430	71,430	73,430	75,430	77,430
15	71,430	73,430	75,430	77,430	79,430	81,430
16	77,430	79,430	81,430	83,430	85,430	87,430
17	87,394	89,394	91,394	93,394	95,394	97,394

### SCHEDULE "B" SALARY GUIDE - 2013-2014

ADMINISTRATIVE REGULATION - GUIDE FOR THE ADMINISTRATION OF SALARIES RECOMMENDED MOTION: - That the following guide for the administration of salaries for teachers shall become effective July 1, 2012 and shall supersede all guides previously adopted for teachers. This guide shall be regarded as a statement of policy to be followed so far as practicable in fixing salaries, but not as a contract. Due consideration in determining salary progression in accordance with the guide will be based on demonstrated teaching ability, initiative, industry and proficiency within the program area.

This salary guide format is effective July 1, 2009, and shall continue as format for any successor agreement salary guide.

## ROSELAND TEACHER SALARY GUIDE

2014-2015

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	48,085	50,085	52,085	54,085	56,085	58,085
2	49,085	51,085	53,085	55,085	57,085	59,085
3	50,085	52,085	54,085	56,085	58,085	60,085
4	51,085	53,085	55,085	57,085	59,085	61,085
5	52,085	54,085	56,085	58,085	60,085	62,085
6	53,085	55,085	57,085	59,085	61,085	63,085
7	54,085	56,085	58,085	60,085	62,085	64,085
8	55,085	57,085	59,085	61,085	63,085	65,085
9	56,085	58,085	60,085	62,085	64,085	66,085
10	58,085	60,085	62,085	64,085	66,085	68,085
11	60,085	62,085	64,085	66,085	68,085	70,085
12	62,085	64,085	66,085	68,085	70,085	72,085
13	64,585	66,585	68,585	70,585	72,585	74,585
14	67,585	69,585	71,585	73,585	75,585	77,585
15	71,585	73,585	75,585	77,585	79,585	81,585
16	77,585	79,585	81,585	83,585	85,585	87,585
17	88,744	90,744	92,744	94,744	96,744	98,744

### SCHEDULE "C" SALARY GUIDE - 2014-2015

ADMINISTRATIVE REGULATION - GUIDE FOR THE ADMINISTRATION OF SALARIES RECOMMENDED MOTION: - That the following guide for the administration of salaries for teachers shall become effective July 1, 2012 and shall supersede all guides previously adopted for teachers. This guide shall be regarded as a statement of policy to be followed so far as practicable in fixing salaries, but not as a contract. Due consideration in determining salary progression in accordance with the guide will be based on demonstrated teaching ability, initiative, industry and proficiency within the program area.

This salary guide format is effective July 1, 2009, and shall continue as format for any successor agreement salary guide.

**Jeffrey Rutzky**

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**From:** Joseph DeVincentis  
**Sent:** Friday, December 14, 2012 3:14 PM  
**To:** Jeffrey Rutzky  
**Subject:** Re: Contract

Jeff;

Yes, I agree to the time (40 minute periods) implementation for September 2013.

Thanks,  
Joe DeVincentis  
President, REA

On Fri, Dec 14, 2012 at 11:11 AM, Jeffrey Rutzky <[jrutzky@roselandnjboe.org](mailto:jrutzky@roselandnjboe.org)> wrote:

Hi Joe,

As we discussed, this email will serve as the agreement between the Roseland Board of Education and the Roseland Education Association that the amount of prep and lunch time currently utilized in the 2012-2013 master schedule will not change for this school year. Both parties agree that the 40 minute prep time and lunch period will begin the first day of school for the 2013-2014 school year.

Please reply that you agree. I will print and sign the document and bring it to you for your signature. I will then make a copy with both of our signatures for your records.

Thank you,

Jeff

Jeffrey Rutzky

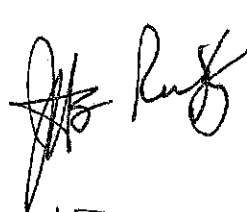

Superintendent

Roseland Board of Education

100 Passaic Avenue

Roseland, NJ 07068

[jrutzky@roselandnjboe.org](mailto:jrutzky@roselandnjboe.org)

 12/20/12  
 12-20-12

