

**AGREEMENT BETWEEN**

**THE**

**DEPTFORD TOWNSHIP BOARD OF EDUCATION**

**AND THE**

**DEPTFORD EDUCATION ASSOCIATION**

**JULY 1, 2013 TO JUNE 30, 2016**

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## ARTICLE I - RECOGNITION

- A. The Deptford Township Board of Education, Deptford Township, Gloucester County, hereafter known as the Board, hereby recognizes the Deptford Education Association, hereafter known as the Association, as the exclusive representative for collective negotiation concerning the terms and conditions of employment for the following employees: all fully certified personnel under contract and employed by the Board and so assigned as an employee who teaches students directly such as classroom teacher, special area teacher, plus instructional coaches, librarian, guidance counselors, nurse, social worker, school psychologist, athletic trainer, learning disability teacher consultant, and all non-certified personnel such as Parent Education Resource Center Coordinator, paraprofessionals, service aides, bus aides, bus drivers, vehicle mechanics, school security officer(s), cafeteria workers, maintenance employees, grounds employees, custodians, painters, HVAC technician, electrician, and all employees under contract and employed by the Board and so assigned as employees who perform secretarial and clerical duties, excluding administrative secretaries (Superintendent, Assistant Superintendent, Business Administrator, Assistant Business Administrator, Special Services and Payroll), cafeteria managers, custodial/maintenance supervisors, transportation supervisor and general supervisor and those employees not currently a member of any bargaining unit.
- B. The Association hereby recognizes the Board as the legal authority elected as representatives of the people and further recognizes the responsibilities of the Board and the Superintendent for the conduct and operation of the school district in compliance with New Jersey Statutes Title 18 A. Articles of the contract shall apply to all work groups listed in that Article, unless noted otherwise therein.

**Work Groups Delineated:**

**Teacher:** Classroom teacher, special area teacher, instructional coach, librarian, guidance counselors, nurse, social worker, psychologist, athletic trainer, learning disability teacher consultant

**Drivers:** Bus drivers

**Cafeteria:** Cafeteria workers

**Maintenance/Custodial:** Grounds, Custodians, Maintenance, Painters, HVAC technician, Electrician

**Transportation:** Vehicle Mechanics

**School Security Officer**

**Aides:** Paraprofessionals, Bus aides, Service aides (lunch), Parent Education Resource Center Coordinator

**Secretary/Clerical:** Secretaries, Clerk

## **ARTICLE II – NEGOTIATION PROCEDURES**

- A. The parties agree to enter into collective negotiation over a successor Agreement, (and they agree that this Agreement shall remain in force until such times as a new Agreement is reached in accordance with Chapter 123 Public Laws of 1974). Such negotiations shall begin no later than February 1<sup>st</sup> of the last year of the current agreement.
- B. Consistent with Chapter 123 of Public Laws of 1974, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- C. The Board agrees to furnish the Association upon reasonable request, such information as will assist the Association in developing intelligent, feasible and constructive proposals on behalf of teachers, students, and the school system. This information may include a complete and accurate financial report and tentative budget for the next school year.
- D. The Association agrees to furnish the Board and Superintendent upon reasonable request, research information and data, gathered by the Association that will assist the Board and the Superintendent in the development of sound educational programs.
- E. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. 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. Board policy shall prevail on all matters not covered by this Agreement.

## **ARTICLE III – GRIEVANCE PROCEDURE**

### A. Definitions

1. Grievance is defined as a claim by an employee, employees, or the Association based upon an alleged violation, misinterpretation, or misapplication of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.
2. Grievant is defined as the employee or employees or the Association making the claim on behalf of the employee or group of employees or the Association on behalf of itself.
3. Days mean school attendance days.

### B. Time Limits

A grievance shall be processed within the specified time limits. Time limits may be extended by mutual agreement. Any grievance not advanced from one step to the next within the time limits of that step shall be considered withdrawn.

### C. Record Keeping

Documents, communications 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.

### D. Representation

The grievant may be represented at all stages of the grievance procedure by himself or at his option by a representative. When the aggrieved is not represented by the Association, the Association shall have the right to be present as observer. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their representatives and counsel.

### E. Procedure

#### 1. Level 1 - Step A - Informal.

No grievance shall be accepted unless it is raised within ten (10) days of the time when it first occurred. Within said ten (10) day period, the aggrieved shall first discuss the grievance with his/her immediate supervisor and/or principal directly with the objective of resolving the matter informally.

#### Level 1 - Step B – Formal

If the aggrieved person is not satisfied with the disposition of his/her grievance after informal discussion or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance with his/her principal/immediate supervisor within ten (10) school days of receipt of the principal's/immediate supervisor's answer or failure of his/her principal/immediate supervisor to make a determination based upon the informal presentation of the employee. The grievance shall be stated in writing and signed by the aggrieved.

The "Statement of Grievance" shall name the individual employee or employees involved, shall state the facts giving rise to the grievance, shall identify the alleged infraction of this Agreement, shall state the contention of the employee with respect to the alleged infraction and shall indicate the specific relief sought.

#### 2. Level II

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1 or if no decision has been rendered with five (5) school days after presentation of the grievance, he/she may within ten (10) school days of the principal's/immediate supervisor's answer file the grievance in writing with the Superintendent of Schools. At the same time, a copy of the grievance shall be given to the principal/immediate supervisor's involved. The Superintendent or his/her designee shall give the aggrieved an answer in writing no later than ten (10) school days after receipt of

written grievance. The decision may be announced to the parties concerned.

3. Level III

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within ten (10) school days after presentation of the grievance to the Superintendent, the aggrieved person may within ten (10) school days after the Superintendent's answer or failure of the Superintendent to render a decision on the formal grievance, file the grievance in writing with the Board of Education.

The aggrieved person shall be granted a hearing with the Board of Education within ten (10) school days of the receipt of the written grievance, or at the next Board of Education meeting if one is not scheduled within the ten (10) day period. The Board shall give the aggrieved person an answer in writing within five (5) school days of the date of the hearing.

The Board's answer regarding grievances relating to full-time and hourly aides shall be final and binding upon said aides and upon the Deptford Education Association.

4. Level IV

In the event that the grievance shall not have been disposed of at Level III, the aggrieved may within thirty (30) school days after the Board's decision refer the unsettled grievance to arbitration.

- a. In the case of teacher grievances, the Arbitrator's decision shall be binding.
- b. In the case of all other DEA Members, the Arbitrator's decision shall be advisory (non-binding).

F. Arbitration

The Arbitrator shall be selected within thirty (30) days following the request of either party to the other, under the rules and procedures of the New Jersey Public Employment Relations Commission.

The Arbitrator shall have the authority to confer separately or jointly with the Board, Superintendent, and the Association or to use any other source of information.

The Arbitrator shall make determinations for resolution within thirty (30) days. The determinations shall be submitted to both parties, the Board and the Association.

The Arbitrator's decision, after twenty (20) days may be made public by either party, the Board or the Association.

G. Costs

The cost and expense incurred in securing and utilizing the services of the Arbitrator shall be the shared responsibility of the parties engaging his services.

H. No reprisals shall be taken against any participant by reason of participation. The following matters shall not be arbitrable.

- a. The failure or refusal of the Board to renew a contract of a non-tenured employee.
- b. Matters where a method of review is prescribed by law or by any rule, regulation of the State Commissioner of Education or the State Board of Education.
- c. Matters where the Board is without authority to act.
- d. Matters involving the statutory or discretionary powers of the Board.

## **ARTICLE IV - RIGHTS**

### **A. All Employees**

1. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws/ the laws of New Jersey.
2. No employee shall be disciplined without just cause.
3. Nothing contained herein shall be construed to deny the Board or Superintendent their rights at any time to call a meeting of the staff to present its position in any matter that in its judgment may affect the education program.
4. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with the applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in position in the school district and for just cause to suspend, to demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
5. The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his/her assigned functions during the work day.
6. Non-renewal of non-tenured employees shall not be subject to the grievance procedure and the Board retains all rights in regard thereto. Such an employee may request reasons in writing for the nonrenewal within fifteen (15) calendar days after receiving notice thereof. The reasons shall be supplied within thirty (30) calendar days after request. Within ten (10) calendar days after receipt of the reasons, the employee may request an informal hearing before the Board concerning said reasons. Said hearing will be held within thirty (30) calendar days after receipt of the request. The Board may notify the affected member, in writing, of its final determination within three (3) calendar days; but if there is no change in the board's disposition, then no notice is required.

### **B. Bus Drivers, Bus Mechanics**

- A. The Superintendent shall have the authority to impose suspensions without pay for a period not exceeding ten (10) work days. The Board of Education shall have the authority to impose suspensions without pay beyond the ten (10) work day period and, in appropriate cases, to terminate employees.
- B. Nothing contained herein shall be construed to confer contract tenure upon any employee. To the contrary, the Board reserves the right to the fullest extent of the law to non-renew an employee at the end of each school year based on sound determination. More specifically, and not by way of limitation, such non-renewals are not subject to binding arbitration either by contract or by statutory provisions.

## **ARTICLE V – ASSOCIATION PRIVILEGES**

- A. The Association or its named representatives shall be privileged to transact official Association business on school district property at reasonable times, provided that this shall not interfere with or interrupt any individual assignment or the normal operation of the school.
- B. The Association or its named representative shall be privileged to process school- building use applications for unit activities with the approval of the Superintendent or his designee.
- C. The Association shall be privileged the exclusive use of a bulletin board for employees in each school building in addition to space on the bulletin board of the central office where one is in existence. The location of the Association bulletin board may be designated by the Association president so long as it does not interfere with the orderliness of the area.
- D. The Association shall be given one (1) hour during staff orientation opening day in-service to conduct official Association business. The Association shall be notified of the times prior to the opening of school.
- E. In the event that the Association wishes to use school buildings, requests therefore shall be submitted to the Superintendent forty-eight (48) hours in advance. The request shall not be granted for meetings which are for the purpose of discussing or planning action which would be adverse to the interests of the Board.
- F. The Association may request the use of school equipment including computers, typewriters, calculating machines, copy machines, other duplicating equipment, 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 incidental to such use as well as the cost of any repairs made necessary from such use. Such use may not be for the purpose of preparing materials adverse to the interests of the Board.
- G. The Association shall have the right to use the inter-school mail facilities, e-mail, and school mailboxes in regard to members within the DEA collective bargaining group. All e-mail(s) sent by DEA must be related to the professional business of the DEA/GCEA/NJEA/NEA and/or its membership.
- H. Representatives of the Association and/or N.J.E.A. must, on coming upon the Board's premises, notify the Superintendent and advise of the purpose of the visit. No visitation shall interfere with or interrupt normal school operations.



## **ARTICLE VI - WORK YEAR AND WORK DAY**

A. The school calendar shall be as set forth by the Board.

B. Teachers

1. School Day - The teacher's school day shall be defined as: seven (7) hours and fifteen (15) minutes maximum.
  - a. Employees shall sign in and sign out in the office of the building principal upon entering and leaving the premises within the prescribed school hours.
  - b. In the event that the State imposes an increase in the minimum number of hours necessary for a full school day, the Board shall have no duty to negotiate over the impact thereof unless the increase results in lengthening the teachers' work day beyond their contracted work day. In such an event, the Board shall have a duty to negotiate over that impact.
2. School Week - The school week shall consist of five (5) full working days, Monday through Friday inclusive, except where legal holidays and vacation periods are included in the school calendar.
3. Teacher Work Year - The teacher work year shall be as follows: 188 days; at least two days shall be used for professional development.

The teacher work year includes the two (2) New Jersey Education Association Convention days. The one hundred and eighty-eight (188) day work year shall be as follows: One hundred and eighty-one (181) days will be teaching days. At least two days or the equivalent (6 hours per day) shall be used for professional development. Details for the use of equivalent time to be mutually agreed upon by the Deptford Township Board of Education and the Office of the Superintendent. The school year shall be ten (10) calendar months for professional employees who hold a ten (10) month contract.

4. The parties recognize that some of the duties of professional employees may extend beyond the defined school day. These duties during the school year are in excess of assignments for which extra compensation is paid.

These hours may be spent on the school premises, in charge of pupil activities, or other approved activities. They may also include attendance at PTA meetings, service on curriculum and other committees, and such items as chaperoning of social and athletic events and working with individual pupils.

5. Employees shall be entitled to a duty free lunch period as prescribed in the Agreement, forty (40) minutes high school, forty (40) minutes middle school, and forty-five (45) minutes elementary schools.
6. Effective September 1, 1996, the District shall schedule five (5) state required one-session days (4 hours) in the elementary schools within the existing work year. The remaining time each day shall be utilized to schedule parent-teacher conferences.
7. Teaching Load
  - a. The administration shall, whenever possible, minimize additional responsibilities to the normal teaching assignments.
  - b. Preparation Time
    - 1) All elementary teachers shall receive one hundred eighty (180) minutes preparation time per week. If special area(s) are eliminated, the amount of prep time shall be reduced proportionately, i.e. by thirty (30) minutes for each special eliminated. Special area teachers shall receive one hundred fifty (150) minutes

of prep time per week.

- 2) Teachers in the departmentalized program, Grade Level 7-12, shall receive one forty (40) minute preparation period per day.
- 3) A hearing may be requested by any teacher with the principal and the Superintendent in reference to teaching load.
- 4) Any staff member in the high school and/or the middle school with more than three (3) different courses per day shall receive one (1) additional preparation period per day.

C. Clerical Employees

1. The workday shall be seven hours and fifteen minutes (7-1/4) per day exclusive of a one hour lunch. School building assignments shall be covered by secretarial and/or clerk services no less than one-half (1/2) hour before the official opening of school and one (1) hour beyond the close of the school day. District offices (Office of the Superintendent, Business Office, Curriculum Office, Special Services) shall be covered by secretarial and/or clerical services from 8:15 a.m. to 4:30 p.m. daily with a staggered lunch period of one (1) hour. Schools on double session or extended day shall be covered 1/2 hour before sessions and one hour after the close of said school session but in no case shall the secretarial day be shorter than seven (7) hours and fifteen (15) minutes exclusive of lunch. All lunch periods in double or extended sessions will be one hour.
2. Excess of forty (40) hours per week exclusive of lunch-time shall be compensated at the rate of time-and-one-half (1-1/2) per hourly rate.
3. Work week - The work week shall consist of five full working days, Monday through Friday, inclusive, except where legal holidays and vacation periods are included in the work calendar.
4. Work year - The work year shall be: Ten Month Contract - September 1 to June 30 - 204 days; Twelve Month Contract - July 1 to June 30 - 247 days, exclusive of legal holidays and any other days designated by the Board of Education prescribed work calendar.
5. Summer work hours shall be determined by the Superintendent each year.
6. If school should dismiss early for reasons of safety such as weather conditions, except excessive heat, employees will be permitted to leave. The day will be considered a full day worked.

When a "delayed opening" is declared, secretarial/clerical employees will report to work one hour after the regular start day.

D. Aides

1. Paraprofessionals
  - a. School Day – Paraprofessional's school day shall be defined as: seven (7) hours and fifteen (15) minutes maximum. The aides shall sign in and sign out in the office within the prescribed school hours.
  - b. School Week - The school week shall consist of five (5) full working days, Monday through Friday inclusive, except where legal holidays and vacation periods are included in the school calendar.
  - c. Work year - The paraprofessional work year shall be as follows: 181 paid days when the students are in session plus up to an additional paid four (4) days at the Board's discretion to be placed on the district work calendar when it is developed (advanced notice).
  - d. Lunch Period
    - 1) Paraprofessionals in the elementary program shall receive a duty-free lunch

period of forty-five (45) minutes minimum.

- 2) Paraprofessionals in the middle school and secondary program shall receive a duty-free lunch period of forty (40) minutes minimum.

2. **Bus Aides**

- a. The work calendar shall be set forth by the Board of Education. The work day shall be the prescribed hours.
- b. Work week - The work week shall consist of five (5) working days, Monday through Friday inclusive, when so assigned.
- c. The work year shall coincide with the student calendar.
- d. No regularly assigned bus aide shall work less than four (4) hours per day. The Board reserves the right to require employees to perform work related to transportation during non-driving periods of time.

3. **Service Aides**

- a. The work calendar shall be set forth by the Board of Education. The work day shall be the prescribed hours.
- b. Work week - The work week shall consist of five (5) working days, Monday through Friday inclusive, when so assigned.
- c. The work year shall coincide with the student calendar.

E. **Bus Drivers**

1. The work calendar shall be set forth by the Board of Education. The work day shall be the prescribed hours.
2. Excess of forty (40) hours per week exclusive of lunchtime shall be compensated at the rate of one and one-half (1-1/2) times the regular rate. However, no driver shall be eligible to choose an additional basic run if the total weekly hours of existing basic runs plus the additional basic run exceeds forty (40) hours.
3. **Work week** - The work week shall consist of five (5) working days, Monday through Friday inclusive, when so assigned.
4. **Work Year**
  - a. The work year shall coincide with the student calendar.
  - b. The basic work year is 181 days. 191 day drivers are grand fathered and will continue to receive the extra 10 days' pay.
  - c. The pay for the work year will be calculated based upon the number of hours in the employee's basic work year (the "to" and "from" regular routes).
5. No regularly assigned bus driver shall work less than four (4) hours per day. The Board reserves the right to require employees to perform work related to transportation during non-driving periods of time.
6. A regular bus driver who is called in for duty other than his/her regular assignment will work no less than two (2) hours for this duty.
  - a. If a driver is called in to work on a day when he/she is not scheduled, he or she will be guaranteed no less than two (2) hours pay for the full day or whatever number of hours the regular run is assigned.
  - b. On a normal work day when a driver is called in to do an additional run, he or she will be paid no less than one (1) hour for the complete run or whatever number of hours the

regular run is assigned. The driver being replaced shall not be paid for such time unless the time is charged to sick leave or personal leave as appropriate.

- c. During a midday "call-in" when a driver is called, and is not "signed-up" to do an additional run, he/she will be paid a minimum of two hours; however, if the run is longer than two hours, the driver will be paid accordingly.

This provision does not apply if the time should overlap with the time the driver is already paid.

No driver shall be paid double for services rendered during the work day.

- d. On any day when a portion of a driver's regularly-assigned runs are not scheduled because a school is not in session, any driver who drives the runs which remain shall be paid for the actual time involved or not less than two (2) hours for the full day, whichever is greater.

- 7. For employees hired prior to 7/1/97, the work year and pay shall remain at 190 days plus one (1) four (4) hour voluntary session to be used for a Bus Driver Safety Seminar. Only those who attend the Seminar shall be paid.

For employees hired on or after July 1, 1997, the work year and pay shall be 181 days plus one (1) four (4) hour voluntary session to be used for Bus Driver Safety Seminar. Only those who attend the Seminar shall be paid.

- 8. An employee who is resigning from his or her position shall give a minimum of two (2) weeks' notice.
- 9. Drivers must be employed under contract on or before February 1 of the school year in order to receive credit for a year of driving experience for the following year.
- 10. Field trips included in the contract shall be administered in accordance with Exhibit A attached.
- 11. Extra Work included in this contract shall be administered in accordance with Exhibit B attached.
- 12. Teachers may drive school buses only in an emergency situation. Teachers who drive must have a valid bus driver's license.
- 13. Employees who are not scheduled to drive their assigned runs because the schools which they serve are not in session shall be entitled to drive the run of a scheduled driver who is absent from work on that day. The selection to cover the run shall be based upon seniority and the employee selected shall be paid his or her appropriate rate.
- 14. Vacancies which open during the school year, shall be posted within five (5) days for a duration of three (3) work days thereof and employees applying shall be considered in accordance with qualifications and seniority (if all things are equal, seniority shall prevail), subject to the Board's transfer rights. Every attempt will be made by the administration to fill the position within two (2) weeks.
- 15. No employee shall be eligible to be assigned to an extracurricular run if he or she has been absent from work on any of the five (5) regularly scheduled work days immediately prior to the date of the run. Absences due to verified Bereavement Leave and/or verified Jury Duty shall not be considered as "absences" for the purpose of this paragraph. An employee who is absent for his/her regularly assigned "to and from" runs on the day of an extra-curricular run shall be ineligible for assignment to that extracurricular run.
- 16. No extra compensation will be paid for early dismissals of students at any school where transportation is provided by the Board.

F. Cafeteria

- 1. The work calendar shall be set forth by the Board of Education. The work day shall be the prescribed hours.

- a. Elementary School Hours The hours for Central Early Childhood Center shall be 6 - hours. The hours for Shady Lane (1), Oak Valley, Lake Tract, and Good Intent shall be 5 hours. The hours for each of the other elementary schools shall be 5 hours. Note: These hours will be in effect as long as a breakfast program is in effect.
  - b. The supervisor will review the work schedule in each school to determine if additional time or a reduction in time is needed.
2. Work performed in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the employee's regular straight-time rate.
    - a. In the event that an employee is called back to work after having been released for the day, he/she shall be paid a minimum of two (2) hours pay at his/her regular straight-time rate if less than forty (40) hours or at one and one-half (1-1/2) times his/her regular straight-time if over forty (40) hours.
  3. Work Week The work week shall consist of five (5) working days, Monday through Friday inclusive, when so assigned.
  4. Work Year The work days within the work year shall coincide with the student calendar and/or a minimum of 185 days.
- G. Custodial/Maintenance/Vehicle Mechanics Time Clocks - The employer who employs five (5) or more people may have time clocks installed at such operations.
1. Work Day

The working day shall be an eight hour day exclusive of lunch. Working hours shall be designated by the Board of Education. All eight hour employees are entitled to a fifteen (15) minute break during the first four hours of work and an additional fifteen (15) minutes during the second four hour period (both breaks are exclusive of lunch). Lunch is thirty (30) minutes and shall be taken between the third and sixth hour of work.

Any employee required to work during his lunch period shall receive time and one-half hour earlier, but shall work the necessary hours whereby producing one-half hour overtime at the end of his/her working day.

Any employee required to work through his lunch period stated above shall be afforded a twenty (20) minute break to eat his lunch, on Employer's time, after the third (3<sup>rd</sup>) hour and not later than the sixth (6<sup>th</sup>) hour.
  2. Work Week

The work week shall consist of five (5) full working days, Monday through Friday, inclusive, except where legal holidays and vacation periods are included in the work calendar. Any employee who is called in to work, or who starts to work on any day beyond normal assignment, shall be paid for time worked.
  3. Work Year

The work year shall be: Twelve month contract - July 1 to June 30 - 247 days, exclusive of legal holidays and any other days designated by the Board of Education prescribed work calendar. The work calendar shall be set forth by the Board of Education.
  4. Any employee required to work in excess of two (2) hours overtime in any one (1) day shall be afforded a twenty (20) minute break period on Employer's time. Any employee required to work in excess of twelve (12) hours in any one (1) day shall be entitled to an additional twenty (20) minute break on Employer's time.
  5. Security Check - Any employee required to work on Saturday or Sunday for security check shall receive one and one-half (1) times the hourly rate of pay for a minimum of two (2) hours.
  6. Holidays — Any employee required to work on any of the holidays stipulated in the calendar

approved by the Board each year shall receive two (2) times his/her regular rate of pay.

7. All employees are required to work, if scheduled. (Monday through Friday) the day before and the day after a holiday in order to receive compensation for the holiday, excluding sick leave.

8. Overtime

- A. Custodial/Maintenance

No employee shall be entitled to receive overtime pay except for overtime actually worked.

If an employee has excessive or habitual lateness, he/she shall be docked for the total lateness involved.

Overtime shall be assigned on an equitable rotating basis by seniority within each building or department, as the case may be. The Employer shall endeavor to roughly equalize overtime; however, mathematical precision shall not be required. The Employer shall maintain a record of overtime offered, accepted or refused, and shall take into account absences due to illness.

- a. No employee shall be eligible for overtime work if he/she has been absent from work on any of the five (5) regularly scheduled work days prior to the date of the overtime work, unless such absence is due to approved vacation or an approved personal day under Article XII, A, 2. The above provision may be waived at the discretion of the Supervisor.
    - b. Saturdays - Any employee required to work on Saturdays shall receive time and one half (1) for all hours worked with a minimum of four (4) hours.
    - c. Sundays or holidays - Any employee required to work on Sundays or holidays shall receive two (2) times the hourly rate of pay with a minimum of four (4) hours.
    - d. Any employee required to work in excess of eight (8) hours in any day, Monday through Friday, or in excess of forty (40) hours per week, shall receive time and one-half (1).
    - e. In the event that an employee is called back to work during a weekday within the eight (8) hour "off duty" period, he/she shall be compensated at one and one-half (1) times his/her applicable hourly rate of pay. The employee will receive a minimum of two hours of overtime pay. (No minimum hours if the employee stays and works past their eight (8) hour day.) The maximum number of hours allowed per day is sixteen (16).
    - f. In any building where five (5) or more employees are assigned, a monthly overtime sign-up sheet will be posted on the bulletin board by the time clock area. All employees interested in working overtime for the following month are to sign the list. Those employees not signing the overtime sheet will be charged with the hours as if they had worked the time for the month. Late signers will be charged with the hours worked at the time they sign up.
    - g. An employee with the lowest accumulated hours to date will have their choice of overtime within that particular workweek at the time the overtime was offered.

Employee(s) who is assigned to work on their regular shift on an evening prior to a holiday, and whose work ends on the holiday, shall work the necessary hours to complete that day's work at the regular rate. All hours worked in excess of eight (8) hours will be at the holiday rate of two (2) times the hourly rate of pay.

B. Vehicle Mechanics

- a. For inspections, vehicle mechanics will earn overtime for the extra hours worked
- b. Any mechanic who is required to work on Saturdays or Sundays for emergencies will receive a minimum of four hours overtime. For weekends with snow emergencies, there will be a minimum of four hours that can be used as overtime.
- c. Saturday employees shall receive time and one half (1) times the hourly rate and Sundays and holidays two (2) times the hourly rate.
- d. During the weekdays, when overtime is paid, the employee will only be paid for the actual hours worked. There is no minimum amount of hours for overtime being paid. Any mechanic called back to work after hours during the week (M-F) will receive a minimum of two (2) hours overtime.
- e. All employees are required to work, if scheduled. (Monday through Friday) the day before and the day after a holiday in order to receive compensation for the holiday, excluding sick leave.

## **ARTICLE VII – EMPLOYMENT AND SALARY**

All employees under this contract are required to use Direct Deposit where their wages from each pay are directly deposited into the employee's bank account in the bank of their choice.

All regular employees covered under this Agreement shall be paid in accordance with pay procedures of the district. When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday.

The Board is not obligated to fill all positions in the budget. Such a function is a managerial prerogative from year to year.

### **A. Teacher**

1. The best qualified shall be given full consideration. Job openings shall be posted in all district buildings and a copy to the Association President. Certification requirements shall be made known to all applicants for professional positions. The Board shall act upon the recommendation of the Superintendent.
2. Agreement as to initial salary - whenever a person shall hereafter accept office, position or employment as a member of the Deptford Township Public School District, his/her initial place on the salary schedule shall be at such point as may be agreed upon by the employee and the Deptford Township Board of Education.
3. Years of Employment shall mean employment as a fully certified teacher for one academic year in any publicly owned and operated college, school or other institution of learning for one (1) academic year in this or any other state or territory of the United States.
4. Credit for Military Service - Every member who, after July 1, 1949, has served or hereafter shall serve, in the active military or naval service, in the Women's Army Corps, the Women's Reserve of the Naval Reserve, or any similar organization authorized by the United States to serve with the Army or Navy, in time of war or an emergency, or for or during any period of training, or pursuant to or in connection with the operation of any system of selective service, shall be entitled to receive equivalent years of employment credit for such service as if he had been employed for the same period of time in some publicly owned and operated college, school or institution of learning in this or any other state or territory of the United States, except that the period of such service shall not be credited toward more than four (4) employment or adjustment increment.
5. Upon recommendation of the Superintendent, the Board may withhold, for inefficiency or other good cause, any increment of any employee in any year. It shall be the duty of the Board to give written notice of such action, together with the reasons therefore, to the employee concerned. Within ten (10) days of receiving the written notice, the employee may appeal, in writing, to the Board, the recommendation of the Superintendent to withhold such increment.  
  
Such denied increment may be granted in succeeding years, nonretroactive, upon the recommendation of the Superintendent provided all deficiencies have been removed.
6. Salary Guide - The salary guides for teachers covered by this Agreement shall be as set forth in the attached teachers' salary schedules.
  - a. There shall be no horizontal move on the teachers' salary schedules in regard to any course credits beyond the bachelors or masters degrees except for graduate school course credits obtained after said degree has been conferred. The graduate school course credits must have been obtained from an accredited college or university and taken at facilities maintained by that college or university or on-line through an accredited college or university. The courses must be in the field of education and must be taken in connection with a predetermined objective which is designed to improve the teacher's skills and enhance the teacher's value to the school district. Exceptions may be granted by the Superintendent for employees working toward additional certification.



b. A teacher shall be credited for salary increment purposes as follows:

93 days or less - no credit

94 or more days - full credit

This is based upon 188 work days. Paid time off shall count as days worked.

7. Continuous Employment -

a. Staff on the payroll prior to 7/1/2009 are grandfathered in the existing longevity system. An additional salary increment of two hundred (200) dollars will be granted on the 4th, 8th, 12th, 16\* years etc. for continuous service in the district.

b. New hires on or after 7/1/2009, who attain fifteen (15) years of continuous employment in the District shall receive longevity as follows:

at 15 years through 19 years - an additional one thousand (\$1,000) dollars per year,

at 20 years through 24 years - an additional one thousand two hundred fifty (\$1,250) dollars per year,

at 25 years plus - an additional one thousand five hundred (\$1,500) dollars per year.

8. Supplemental Salary Guide - Guidance counselors, speech correctionists, reading, and special education teachers:

<u>YEAR</u>	<u>SALARY</u>
1st year	\$200
2nd year	\$300
3rd year	\$400

This provision shall not apply to employees on or after July 1, 1987, except that those who received pay hereunder as of June 30, 1987, shall continue to receive such pay so long as they remain working in one of the categories set forth.

9. Department Heads/Team Leaders/Head Teachers

a. All department heads, team leaders and head teachers shall be paid a stipend of \$1,300.

b. A job description for all department heads, team leaders and head teachers shall be submitted to the staff holding the respective positions prior to appointment.

10. Co-Curricular Activities

a. Establishment of an activity with extra compensation and number of personnel assigned shall be determined by the Board of Education. Co-curricular salaries shall be as set forth in the attached salary schedules.

b. Any employee who does not substantially complete his/her co-curricular assignment shall have the salary therefore reduced proportionately. In the event that the remainder of that assignment is completed by another employee in a demonstrable way, that employee shall be paid the difference between the amount paid to the first employee and the salary set forth in the Co-Curricular Salary Guide.

11. Termination Notice - Each tenured contract shall contain a 60-day notice of termination clause as well as a provision that the Board has the right to waive such clause. Each non-tenured contract shall contain a 30-day notice of termination clause as well as a provision that the Board has the right to waive such clause.

B. Clerical

1. The best qualified shall be given full consideration. Job openings shall be posted in all district

buildings and an e-mail copy shall be sent to the Association President. The Board shall act upon the recommendation of the Superintendent.

2. For the purposes of this procedure, seniority is defined as the length of service, district-wide, from the last date of hire. Employees who were hired on the same date will be carried on the seniority list alphabetically by last name. However, in the event of a RIF, a determination of who is retained shall be by skill and ability.
3. Notice of each clerical-secretarial position opening will be posted for a period of five (5) working days.
4. Employees who wish to apply for open positions should reply to the Superintendent's Office during the five (5) day posting period. The best qualified shall be given full consideration.
5. Each applicant will be notified by the Superintendent of the status of the position.
6. Initial salary on the secretarial guide for new employees shall be determined by the Superintendent, pending Board approval, and agreed upon by the employee as long as it meets the minimum starting salaries listed in Exhibit 3. Thereafter, salaries will be paid in accordance with the agreed upon negotiated amount. The minimum salary for new secretarial employees shall be:

	10-month:	12-month:
2013-14	\$29,000	\$33,000
2014-15	\$29,725	\$33,825
2015-16	\$30,557	\$34,772

7. Nothing herein shall be construed to prohibit the Board from filling vacancies from outside of the bargaining unit.
8. Clerical employees will be paid a longevity payment of \$200 starting after 10 years of service; \$200 starting after 15 years of service; \$250 starting after 20 years of service and \$300 starting after 25 years of service for a cumulative maximum of nine hundred fifty (\$950) dollars.

C. Aides

1. Paraprofessionals

- a. The best qualified shall be given full consideration. Job openings shall be posted in all district buildings and an e-mail copy shall be sent to the Association President. The Board shall act upon the recommendation of the Superintendent.
- b. Full-time Paraprofessionals  
The per diem rate for full-time paraprofessionals shall be as follows:

2013-2014	\$175.00
2014-15	\$180.00
2015-16	\$185.00

2. Bus

- a. The best qualified shall be given full consideration. Job openings shall be posted in all district buildings and an e-mail copy shall be sent to the Association President. The Board shall act upon the recommendation of the Superintendent.
- b. Salary Rates

2013-14	\$19.89
2014-15	\$20.39
2015-16	\$20.96

- c. Seniority
  - 1) A seniority list shall be posted prior to the establishing of the bus run assignments.
  - 2) Seniority shall prevail in the selection of regular assignments.
  - 3) School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement.

3. Service

- a. The best qualified shall be given full consideration. Job openings shall be posted in all district buildings and an e-mail copy shall be sent to the Association President. The Board shall act upon the recommendation of the Superintendent.
- b. Salary Rates
 

2013-14	\$19.89
2014-15	\$20.39
2015-16	\$20.96

D. Drivers

1. Seniority

- a. A seniority list shall be posted prior to the establishing of the bus run assignments.
- b. Seniority shall prevail in the selection of regular assignments.
- c. School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement.
- d. The principles set forth in N.J.S.A. 18A:28-9 through 11 shall govern reduction in force.
- e. In the event of reduction in force, the employees shall retain recall rights for a period not exceeding two (2) years from the date of the last employment with the School district.

2. Salary Rates

a. Drivers

Tier	<u>2013-2014</u>	<u>2014-15</u>	<u>2015-16</u>
I (1-6 years)	\$21.38	\$21.84	\$22.25
II (7-9 years)	\$22.32	\$22.78	\$23.19
III (10+years)	\$25.13	\$25.59	\$26.00

Tier placement for Bus Drivers is determined by the number of years credited at the beginning of the contract year. (As per Article 6, E. 9.)

b. Special Education Runs

The special education stipend shall apply to runs to schools for the handicapped. This annual stipend applies exclusively to routes when only classified students are being transported.

2 Way	\$300
1 Way	\$200

c. Bus Washing

The hourly rate for bus washing shall be \$10 in all contract years.

d. All permanent employees who are driving summer runs shall receive their regular hourly rate as of September 1 of the prior year.

3. Criminal History Background Check

The Board agrees to reimburse the fee for the Criminal History Background Check when the CDL license is renewed every four years. Names of drivers who have renewed during the current school year along with verification of payment will be provided to the Superintendent. In order to receive the reimbursement, the employee must remain with the school district. If an employee chooses to leave the district other than for retirement purposes, he or she will be responsible to repay the cost of the Criminal History Background Check reimbursed by the Board. This repayment fee will be deducted from his or her final paycheck.

E. Cafeteria

1. The Board of Education reserves to itself the employment of all cafeteria workers upon recommendation of the Superintendent of Schools.
2. Cafeteria job vacancies shall be posted in all district buildings and an e-mail copy shall be sent to the Association President. Interested employees may apply. The best qualified shall be given full consideration.
3. Qualifications and work performance shall prevail in the selection of regular assignments within the assigned buildings, provided the employee has the requisite ability to perform the work.
4. All applicants who shall come within this Agreement shall have equal opportunity to qualify for any assignment within the scope of this Agreement. Length of service shall be the factor in selecting among equally qualifying individuals.
5. For purposes of reduction in force and recall, school district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated school district seniority only if he/she:
  - a. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the school district.
6. Principles set forth in NJSA 18A 28-9 through 11 shall govern reduction in force.
7. In the event of reduction in force, the employees shall retain recall rights for a period not exceeding two (2) years from the date of last employment with the school district.
8. Salary

Effective July 1, 2012, the hourly wage for new cafeteria workers shall be as follows:

<u>Tier</u>	<u>2013-2014</u>	<u>2014-15</u>	<u>2015-16</u>
Cooks	\$21.56	22.01	22.53
3	\$20.17	20.62	21.14
2	\$16.64	17.09	17.61

Cooks at the elementary schools shall receive an additional one-dollar (\$1.00) per hour.

9. Special Assignment

- a. Banquet Service: Special assignment for each type of banquet shall be made on a rotating basis of the seniority list within the following classifications after the posting of each banquet. Forty- eight (48) hours notice shall be given to Association representatives pertaining to special assignments.

b. Salary Guide - Other than school district activities

<u>Tier</u>	
Cooks	\$20.84
3	\$19.50
2	\$15.97

- c. A.M. cafeteria workers working special assignments shall be given one free meal to be determined by the manager.

F. Custodial/Maintenance

1. The Deptford Township Board of Education shall retain the right to hire as per the New Jersey Statutes Title 18A.
2. The Deptford Township Board of Education shall execute the standard form of school employee's contract incorporating the fifteen (15) day termination clause by either party, said contract subject to annual reissuance in accordance with Title 18A of the New Jersey Statutes.
3. Following the discharge or resignation of the employee, the Association shall be notified in writing.
4. Work performed in any classification covered under this Agreement shall be performed by employees covered under this Agreement and/or the employees' foreman so classified.
5. Employees who are required to work in more than one job classification during their working hours of any day shall be paid for the entire day at the rate of the highest job classification.
6. Seniority Principle
  - a. The employee shall be immediately placed on the district-wide seniority list and building seniority list and shall gain seniority status from the date of his employment as recorded in the official minutes of the Board of Education, provided that for the purpose of layoffs and recalls there shall be four (4) seniority lists as follows:
    1. Maintenance
    2. Grounds
    3. Painters
    4. Custodians
  - b. Once each year, during the month of July, the Employer shall compile and submit to the Association in writing, and then post in a conspicuous place, a district-wide seniority list and a building- assigned seniority list or lists from the regular payroll records. Any employees hired after said posting shall have their names added to the list, in order of the date of hire, and the Association shall be notified of such additions. Any controversy over the seniority standing of any employee on the seniority list or lists shall be submitted as a grievance.
  - c. If the Employer establishes different starting times for employees in the same job classification, the senior man among those assigned to the building if qualified in the classification, shall have the choice. For example - where the employer schedules one employee to commence work at 7:00 am, another at 8:00 am, and a third at 9:00 am, the senior employee shall have the choice of deciding which of the three he prefers. Similarly, the qualified senior man in the same job classification shall have the choice, he shall continue on the starting time until such starting time is discontinued or until a change is mutually agreeable to the Employer and the Association.
  - d. Inability to work because of proven illness or injury shall not result in loss of seniority rights. An employee who is absent because of illness or injury shall accumulate seniority for the purpose of determining his place on the seniority list.

- e. Seniority shall be broken and name removed from the seniority list for the following reasons:
  - 1. Discharge
  - 2. Voluntary resignation
  - 3. Unauthorized leave of absence
- f. Any employee with the Agreement who elects to become part of management shall lose all seniority rights after thirty (30) days if the employee elects to stay in management. If the employee decides to return to the bargaining unit at the end of thirty (30) days, he may do so without loss of seniority rights.

7. Layoff & Recall

- a. Should it become necessary to layoff employees, the Employer shall give consideration to both qualifications and seniority. If qualifications are equal, then seniority will prevail. Recall of employees from layoff will be subject to the same considerations.
- b. The Employer, when recalling laid off employees, shall send an email or certified letter to the employee's last known address (as indicated on employee's records) and the employee shall have seven (7) days to respond to such recall notice. After the employee notifies the Employer that he will return to work, the employee shall have one (1) week to adjust any other personal matters he may have. If the employee fails to report within the one (1) week period, he shall lose all recall rights under the contract.
- c. The Employer agrees to give thirty (30) days' notice whenever making layoffs, to the Association. Notice must be given in writing. Where such required notice is not given, the Employer shall pay the employee thirty (30) days wages in lieu thereof.

8. Promotions

All employees shall have equal opportunity to qualify for any assignment within the scope of this Agreement. In assigning employees to jobs coming within this Agreement, the Employer shall have the right to select qualified persons, but between qualified persons, preference shall be given according to seniority. All open positions coming within this Agreement will be posted in all schools. The Board may fill the assignment from within or without the bargaining unit.

9. Maintenance of Standards

- a. The Employer agrees that all conditions of the employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at the same level in effect at the time of the signing of this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Association in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.
- b. This provision does not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this contract.
- c. The employer retains the right to maintain a system to monitor employee time in and out.

10. Separation of Employment

Upon discharge, the Employer shall pay all monies due to the employee, including vacations and holiday pay. Upon resigning, the Employer shall pay all monies due the employee, including vacations and holiday pay, on the pay day of the Employer in the following pay period, up to and including separation.

- 11. No employees shall be discharged or otherwise disciplined or penalized as a result of any attachment, execution or assignment of his wages, whether voluntary or involuntary.

12. Classification and Salary Rates

- a. Agreement as to initial salary - Whenever a person shall hereafter accept a position of employment as a member of the Deptford Township Public School District, his initial salary shall be at the rate agreed upon by the Association and the Deptford Township Board of Education.
- b. The custodian at each building who is responsible for security shall receive an annual stipend as follows:

High School	\$350.00
Monongahela	\$350.00
Shady Lane	\$200.00
Good Intent	\$200.00
Lake Tract	\$200.00
Central	\$200.00
Pine Acres	\$200.00
New Sharon	\$100.00
Blackwood Terrace	\$ 100.00

- c. The salary of each current employee shall be increased as follows:

Effective July 1, 2013	\$ 1103.00
Effective July 1, 2013	\$ 1130.00
Effective July 1, 2013	\$ 1297.00

The position of Grounds Group Leader shall receive an annual stipend of \$1200.00.

The position of Certified Electrician shall receive an annual stipend of \$500.

- d. Boiler, insecticide, pesticide designated as 3A, 3B, 7A and refrigeration licenses shall be as follows:

Effective July 1, 1999, increase to \$150/year for employees who now have the license or for those employees who are now waiting to take the test and who pass it. Any other employee who hereinafter received a boiler license will not receive the \$150 unless that employee is regularly assigned to a school with a 100 H.P. boiler. The Board will also pay for renewals.

Any employee who wishes to obtain any of the above licenses must obtain prior approval from the Supervisor of Buildings and Grounds. Reimbursement for tuition and fees will occur upon: approval, successful completion of the course and submission of receipts.

13. Discharge or Suspension

- a. No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Association from investigating any dismissal or suspension and resorting to the grievance procedure provided in this Agreement.
- b. Until the case has been discussed with the Association, no employee may be dismissed or suspended within the termination clause of the employee contract, except:
  - 1. Where the provisions of this Article provide for immediate dismissal or suspension.
- c. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision may provide for reinstatement with or without pay, the Employer shall not receive any credit for wages or compensation earned by the employee while he was out of the Employer's employ.
- d. Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be

promptly heard.

- e. Except in the case of immediate dismissal for the causes set forth below, and subject to the work rules of 2/8/77 as amended, no employee may be dismissed or suspended for his offense but shall receive at least one (1) written warning for each different offense.
- f. The parties agree that cause for immediate dismissal without first discussing the matter with the Association shall be the following:
  - 1. Calling or participating in any unauthorized strike, work stoppage or walk-out.
  - 2. Drunkenness, proven during work hours, or being under the influence of alcohol or use of a controlled dangerous substances during work hours.
  - 3. Unprovoked assault on his/her Employer or his/her Employer's representative, or an employee, during work hours.
  - 4. Proven theft or dishonesty.
- g. In each instance, the Employer shall promptly notify the Association of the action taken, in writing. The parties agree that a dismissal or suspension shall not be subject to the grievance procedure or arbitration as provided in this Agreement unless the Association shall have notified the Employer, in writing, of the intention to do so within two (2) weeks of the dismissal or suspension. The parties recognize that in interpreting previous Agreements there have been difficulties over whether or not the Employer may dismiss employees for slow-downs. The parties agree that this matter is cause for suspension pending grievance procedure but not for immediate dismissal.

#### G. Vehicle Mechanics

- 1. The Deptford Township Board of Education shall retain the right to hire as per the New Jersey Statutes Title 18 A.
- 2. The Deptford Township Board of Education shall execute the standard form of school employee's contract incorporating the fifteen (15) day termination clause by either party, said contract subject to annual re-issuance in accordance with Title 18A of the New Jersey Statutes.
- 3. In case of discharge or resignation of the employee, the Association shall be notified in writing.
- 4. Work performed in any classification covered under this Agreement shall be performed by employees covered under this Agreement and/or the employees' foreman so classified.
- 5. Layoff
  - a. Should it become necessary to layoff employees, the Employer shall give consideration to both qualifications and seniority. If qualifications are equal, then seniority will prevail. Recall of employees from layoff will be subject to the same considerations.
  - b. The Employer agrees to give thirty (30) days notice whenever making layoffs, to the Association. Notice must be given in writing. Where such required notice is not given, the Employer shall pay the employee thirty (30) days wages in lieu thereof.
- 6. Maintenance of Standards
  - a. The Employer agrees that all conditions of the employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Association applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.
  - b. This provision does not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this contract.



c. The employer retains the right to maintain a system to monitor employee time in and out.

7. Separation of Employment

Upon discharge, the Employer shall pay all monies due to the employee, including vacations and holiday pay. Upon resigning, the Employer shall pay all monies due the employee, including vacations and holiday pay, on the pay day of the Employer in the following pay period, up to and including separation.

8. No employees shall be discharged or otherwise disciplined or penalized as a result of any attachment, execution or assignment of his wages, whether voluntary or involuntary.

9. Salary Rates

The salary of each current employee shall be increased as follows:

Effective July 1, 2013	\$ 1103.00
Effective July 1, 2014	\$ 1130.00
Effective July 1, 2015	\$ 1297.00

10. Discharge or Suspension

- a. No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Association from investigating any dismissal or suspension and resorting to the grievance procedure provided in this Agreement.
- b. Until the case has been discussed with the Association, no employee may be dismissed or suspended within the termination cause of the employee contract, except:
1. Where the provisions of this Article provide for immediate dismissal or suspension.
  2. Where an emergency prevents it, a grievance concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be promptly heard.
  3. In the case of immediate dismissal for the causes set forth below, and subject to the work rules, no employee may be dismissed or suspended for his offense but shall receive at least one (1) written warning for each different offense.
- c. The parties agree that cause for immediate dismissal without first discussing the matter with the Association shall be the following:
1. Calling or participating in any unauthorized strike, work stoppage or walk-out.
  2. Drunkenness, proven during work hours, or being under the influence of alcohol during work hours.
  3. Unprovoked assault on his Employer or his Employer's representative during work hours.
  4. Proven theft or dishonesty.
  5. Use of Controlled substances.
- d. In each instance, the Employer shall promptly notify the Association of the action taken, in writing. The parties agree that a dismissal or suspension shall not be subject to the grievance procedure or arbitration as provided in this Agreement unless the Association shall have notified the Employer, in writing, of the intention to do so within two (2) weeks of the dismissal or suspension. The parties recognize that in interpreting previous Agreements there have been difficulties over whether or not the Employer may dismiss employees for slowdowns. The parties agree that this matter is cause for suspension pending grievance procedure but not for immediate dismissal.

## ARTICLE VIII – EMPLOYEE TRANSFER, ASSIGNMENT AND REASSIGNMENT

### A. Teachers

1. Definitions:

Transfer is defined as a change from one building to another with a possible change of assignment. Assignment is defined as –

In elementary - a grade level

In secondary - a certified subject area at a specified level

Vacancy and/or new position are defined as an unoccupied position which requires additional certification beyond a standard teacher's certificate and would result in an increase in salary for a currently employed teacher.

2. Teacher Initiated Transfer - The teacher shall submit his/her request for transfer for the succeeding year to the Superintendent of Schools, in writing, by February 1. This request shall include the transfer desired and the reasons for the request. Such requests represent consent to transfer and may be acted upon without further consultation with the teacher. The Superintendent shall implement his/her action.
3. Administration Initiated Transfer - The Superintendent shall notify the teacher whose transfer is pending. Within fifteen (15) days of being advised of the pending transfer, the teacher shall be provided the opportunity of discussing the pending transfer and any objections shall be duly considered. The Superintendent shall implement his/her decision.
4. Teacher Initiated Reassignment - The teacher shall submit his/her request for reassignment for the succeeding year to the building principal, in writing, by February 1. This request shall include the assignment desired and the reasons for the request. Such requests represent consent to reassignment and may be acted upon without further consultation with the teacher. The principal, subject to ratification by the Superintendent, shall implement his/her decision.
5. Administration Initiated Reassignment - the principal shall notify the teacher whose reassignment is pending. The teacher shall be provided the opportunity of discussing the pending reassignment and any objections shall be duly considered. The principal, subject to ratification by the Superintendent, shall implement his/her decision.
6. Transfer and/or reassignment shall be restricted normally to the opening date of school or it may be made at other times when deemed necessary by the Superintendent. Seniority shall be one of the factors considered in evaluating a request for transfer and/or reassignment. An exchange of two teacher assignments within a building, at the request of the teachers involved who hold comparable certification may be permitted at the discretion of the principal. An exchange of two teachers, involving transfer, at the request of the teachers involved, who hold comparable certification, may be permitted at the discretion of the Superintendent. Requests for transfer and/or reassignment shall be renewed annually.
7. Vacancies and/or new positions as defined in this Article shall be announced by posting in the schools as a vacancy or new position occurs. Vacancies created by teacher reassignment need not be posted. Applications shall be made to the Superintendent of Schools.
8. Tentative School Designation - Tentative school building designations shall be indicated in addition to elementary grade level and/or secondary certified subject area with the issuance of salary statements and/or contracts on or before April 30th if administratively feasible, provided a completed Agreement has been reached for the succeeding year. Employees shall return contracts on or before May 15th.

B. Clerical

1. Transfer of personnel shall take place at the request of the employee or by the Superintendent of Schools.
2. Employee Initiated Transfer - The employee shall submit his/her request for transfer to the Superintendent of Schools in writing by February 28th. This request shall include the placement desired and the reasons for the request.

The Superintendent of Schools shall notify the principals and supervisors concerned with the transfer and they in turn shall interview the employee initiating the request.

After consulting with principals and supervisors concerned, the Superintendent shall notify the employee concerning the decision made.

3. Administration Initiated Transfers - After consultation with the principals and supervisors concerned, the Superintendent shall notify the employee whose transfer is pending within fifteen (15) days of being advised of the pending transfer. The employee shall be provided the opportunity of discussing the pending transfer and any objections shall be duly considered.

After the completion of the consultation, the Superintendent shall notify the employee of his/her decision concerning the transfer.

Fair Employment Procedures

- a. Employees shall not be reduced in compensation without just cause.
- b. Non-renewal of non-tenured employees shall not be subject to the grievance procedure and the Board retains all rights in regard thereto. Such an employee may request reasons in writing for the non-renewal within fifteen (15) days after receiving notice thereof. The reasons shall be supplied within fifteen (15) days after request. Within fifteen (15) days after receipt of the reason, the employee may request an informal hearing before the Board concerning said reasons. Said hearing to be held within thirty (30) days after receipt of the request. Board may notify the affected member, in writing, of its final determination; but if there is no change in the board's disposition, then no notice is required.

C. Paraprofessionals

1. Transfer of personnel shall take place at the request of the employee or by the Superintendent.
2. Employee Initiated Transfer - The employee shall submit his/her request for transfer to the Superintendent of Schools in writing by February 28th. This request shall include the placement desired and the reasons for the request.

The Superintendent of Schools shall notify the principals and supervisors concerned with the transfer and they in turn shall interview the employee initiating the request.

After consulting with principals and supervisors concerned, the Superintendent shall notify the employee concerning the decision made.

3. Administration Initiated Transfers - After consultation with the principals and supervisors concerned, the Superintendent shall notify the employee whose transfer is pending within fifteen (15) days of being advised of the pending transfer. The employee shall be provided the opportunity of discussing the pending transfer and any objections shall be duly considered.

After the completion of the consultation, the Superintendent shall notify the employee as to the decision of the transfer.

4. Fair Employment Procedures

- a. Employees shall not be reduced in compensation without just cause.
- b. Non-renewal of non-tenured employees shall not be subject to the grievance procedure

and the Board retains all rights in regard thereto. Such an employee may request reasons in writing for the non-renewal within fifteen (15) days after receiving notice thereof. The reasons shall be supplied within fifteen (15) days after request. Within fifteen (15) days after receipt of the reason, the employee may request an informal hearing before the Board concerning said reasons. Said hearing to be held within thirty (30) days after receipt of the request. Board may notify the affected member, in writing, of its final determination; but if there is no change in the board's disposition, then no notice is required.

5. Tentative School Designation - Tentative school building designations shall be indicated with the issuance of salary statements and/or contracts on or before June 15th if administratively feasible. Employees shall return contracts on or before June 30th.

D. Aides (Service)

1. Transfer of personnel shall take place at the request of the employee or by the Superintendent of schools when it is in the best interest of the children and the school system.
2. Employee Initiated Transfer - The employee shall submit his/her request for transfer to the School Principal in writing when the opening occurs. This request shall include the placement desired and the reasons for the request.

The Principals and Supervisors concerned with the transfer shall in turn interview the employee initiating the request.

After consulting with principals and supervisors concerned, the Superintendent, the Principals and/or Supervisors concerned shall notify the employee concerning the decision made.

3. Administration Initiated Transfers - After consultation with the Superintendent, the Principals and/or Supervisors concerned shall notify the employee whose transfer is pending within fifteen (15) days of being advised of the pending transfer. The employee shall be provided the opportunity of discussing the pending transfer and any objections shall be duly considered.

After the completion of the consultation, the Principals and Supervisors concerned shall notify the employee as to the decision of the transfer.

4. Fair Employment Procedures

- a. Employees shall not be reduced in compensation without just cause.
- b. Non-renewal of non-tenured employees shall not be subject to the grievance procedure and the Board retains all rights in regard thereto. Such an employee may request reasons in writing for the non-renewal within fifteen (15) days after receiving notice thereof. The reasons shall be supplied within fifteen (15) days after request. Within fifteen (15) days after receipt of the reason, the employee may request an informal hearing before the Board concerning said reasons. Said hearing to be held within thirty (30) days after receipt of the request. Board may notify the affected member, in writing, of its final determination; but if there is no change in the board's disposition, then no notice is required.

E. Aides (Bus)

1. Transfer of personnel shall take place at the request of the employee or by the Transportation Supervisor.
2. Employee Initiated Transfer. The employee shall submit his/her request for transfer to the Transportation Supervisor in writing when the opening occurs. This request shall include the placement desired and the reasons for the request.

The Transportation Supervisor shall interview the employee initiating the request.

After consulting with the Business Administrator, the Transportation Supervisor shall notify the employee concerning the decision made.

3. Administration Initiated Transfers - After consultation with the Business Administrator, the Transportation Supervisor shall notify the employee whose transfer is pending within fifteen (15) days of being advised of the pending transfer. The employee shall be provided the opportunity of discussing the pending transfer and any objections shall be duly considered.

After the completion of the consultation, the Transportation Supervisor shall notify the employee as to the decision of the transfer.

4. Fair Employment Procedures
  - a. Employees shall not be reduced in compensation without just cause.
  - b. Non-renewal of non-tenured employees shall not be subject to the grievance procedure and the Board retains all rights in regard thereto. Such an employee may request reasons in writing for the non-renewal within fifteen (15) days after receiving notice thereof. The reasons shall be supplied within fifteen (15) days after request. Within fifteen (15) days after receipt of the reason, the employee may request an informal hearing before the Board concerning said reasons. Said hearing to be held within thirty (30) days after receipt of the request. Board may notify the affected member, in writing, of its final determination; but if there is no change in the board's disposition, then no notice is required.

#### F. Bus Drivers

1. Transfer of personnel shall take place at the request of the employee or by the Superintendent of Schools or the Business Administrator.
2. Employee Initiated Transfer - The employee shall submit his/her request for transfer to the Transportation Supervisor in writing when the opening occurs. This request shall include the placement desired and the reasons for the request.

The Transportation Supervisor shall interview the employee initiating the request.

After consulting with the Business Administrator, the Transportation Supervisor shall notify the employee concerning the decision made.

3. Administration Initiated Transfers - After consultation with the Business Administrator, the Transportation Supervisor shall notify the employee whose transfer is pending. Within fifteen (15) days of being advised of the pending transfer the employee shall be provided the opportunity of discussing the pending transfer and any objections shall be duly considered.

After the completion of the consultation, the Transportation Supervisor shall notify the employee of his/her decision concerning the transfer as to the decision of the transfer.

4. Fair Employment Procedures
  - a. Employees shall not be reduced in compensation without just cause.
  - b. Non-renewal of non-tenured employees shall not be subject to the grievance procedure and the Board retains all rights in regard thereto. Such an employee may request reasons in writing for the non-renewal within fifteen (15) days after receiving notice thereof. The reasons shall be supplied within fifteen (15) days after request. Within fifteen (15) days after receipt of the reasons, the employee may request an informal hearing before the Board concerning said reasons. Said hearing to be held within thirty (30) days after receipt of the request. Board may notify the affected member, in writing, of its final determination; but if there is no change in the board's disposition, then no notice is required.

#### G. Cafeteria Workers

1. Transfer of personnel shall take place at the request of the employee or by the Superintendent of Schools when it is in the best interest of the children and the school system.

2. Employee Initiated Transfer - The employee shall submit his/her request for transfer to the Cafeteria Supervisor in writing when the opening occurs. This request shall include the placement desired and the reasons for the request.

The Cafeteria Supervisor shall interview the employee initiating the request.

After consulting with the Business Administrator, the Cafeteria Supervisor shall notify the employee concerning the decision made.

3. Administration Initiated Transfers - After consultation with the Business Administrator, the Cafeteria Supervisor shall notify the employee whose transfer is pending within fifteen (15) days of being advised of the pending transfer. The employee shall be provided the opportunity of discussing the pending transfer and any objections shall be duly considered.

After the completion of the consultation, the Cafeteria Supervisor shall notify the employee of his/her decision concerning the transfer.

4. Fair Employment Procedures

- a. Employees shall not be reduced in compensation without just cause.
- b. Non-renewal of non-tenured employees shall not be subject to the grievance procedure and the Board retains all rights in regard thereto. Such an employee may request reasons in writing for the non-renewal within fifteen (15) days after receiving notice thereof. The reasons shall be supplied within fifteen (15) days after request. Within fifteen (15) days after receipt of the reasons, the employee may request an informal hearing before the Board concerning said reasons. Said hearing to be held within thirty (30) days after receipt of the request. Board may notify the affected member, in writing, of its final determination; but if there is no change in the board's disposition, then no notice is required.

#### H. Custodial/Maintenance

1. Transfer of personnel shall take place at the request of the employee or by the Superintendent or designee.
2. Employee Initiated Transfer - The employee shall submit his/her request for transfer to the Supervisor of Buildings and Grounds in writing when the opening occurs. This request shall include the placement desired, the reasons for the request and a resume.

The Supervisor of Buildings and Grounds shall interview night custodial personnel. Day custodial personnel shall be interviewed by the Building Principal and the Supervisor of Building and Grounds.

Decisions are based on qualifications, attendance records, the interview and seniority. If all things are equal, seniority will be the deciding factor.

After consulting with the Business Administrator, the Supervisor of Buildings and Grounds shall notify the employee concerning the decision made. Any subsequent moves are covered under administrative transfers.

3. Administration Initiated Transfers - After consultation with the Business Administrator, the Supervisor of Buildings and Grounds shall notify the employee whose transfer is pending within fifteen (15) days of being advised of the pending transfer. The employee shall be provided the opportunity of discussing the pending transfer and any objections shall be duly considered.

#### I. Grounds Transfer Procedure:

1. Due to the nature of the jobs, certain qualifications, work experience, and certificates/licenses are required.
2. Job openings are posted in the district.
3. Letters of intent and a resume are required from interested personnel.

4. If an in-house employee is selected, the transfer procedure is the same as for custodians, (as per Article VIII, H I&2).
5. If no district candidate is qualified, the position will be advertised in the local newspaper and candidates from the outside will be interviewed and considered for appointment.

## **ARTICLE IX – EMPLOYEE EVALUATION**

### A. Teachers

1. Principals shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standards of the school district. Evaluation reports are to be sent to the employees by the principals with copies forwarded to the Superintendent.
2. Evaluations shall be given to the employee for his/her signature and comments prior to submission of the reports to the Superintendent. These evaluations shall include suggestions for improvement.
3. The use of audio system for observing teacher performance, if necessary, shall be used only with the teacher's knowledge.
4. Upon prior written notice, employees shall be permitted to examine evaluation reports in their personnel folder as maintained in the office of the Superintendent in the presence of an administrator.
5. A teacher shall, upon written request to the Superintendent, be granted a teacher observation made by an additional administrator to be assigned by the office of the Superintendent.
6. All non-tenure teachers shall be evaluated three times per year. Suggested schedule is: November, January and March but not less than two evaluations prior to February.
7. No observations shall be conducted until after the first full week of school.
8. Teacher evaluations will be consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACH NJ), *N.J.S.A. 18A:6-117 et al.*

### B. Clerical

1. Administrators, supervisors and directors shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standards of the school district. Evaluation reports are to be sent to the employees by the supervisors with copies forwarded to the Superintendent.
2. Evaluation reports shall include strengths, weaknesses, and specific suggestions for improvement.
3. Evaluation shall be given to the employee for his/her signature and comments prior to submission of the reports to the Superintendent.

### C. Aides Paraprofessionals / Service

1. Principals and supervisors shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standards of the school district. Written evaluation reports are to be sent to the employees by the supervisors with copies forwarded to the Superintendent.
2. Evaluation reports should include strengths, weaknesses, and specific suggestions for improvement.
3. Written evaluation shall be given to the employees for his/her signature and comments prior to submission of the reports to the Superintendent.

### D. Aides Bus

1. Transportation Supervisor shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory. Evaluation reports are to be sent to the employees by the Transportation Supervisor with copies forwarded to the Office of the Superintendent.
2. Evaluation reports should include strengths, weaknesses, and specific suggestions for improvement.



3. Evaluation shall be given to the employees for his/her signature and comments prior to submission of the reports to the Superintendent.

E. Bus Drivers

1. The Transportation Supervisor shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory, in terms of the standards of the school district. Written evaluation reports are to be sent to the employees by the Transportation Supervisor with copies forwarded to the Superintendent.
2. Evaluation reports should include strengths, weaknesses, and specific suggestions for improvement.
3. Evaluation shall be given to the employees for his/her signature and comments prior to submission of the reports to the Superintendent.

F. Cafeteria

1. The Cafeteria Supervisor shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory. Evaluation reports are to be sent to the employees by the cafeteria supervisor with copies forwarded to the Superintendent.
2. Evaluation reports should include strengths, weaknesses, and specific suggestions for improvement.
3. Evaluation shall be given to the employees for his/her signature and comments prior to submission of the reports to the Superintendent.

G. Custodial/Maintenance

1. The Supervisor of Buildings and Grounds shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standards of the school district including in this is the employees' work performance and absenteeism.
2. Principals, Assistant Supervisor of Buildings and Grounds, and the Supervisor of Buildings and Grounds are part of the evaluation process.
3. Letters detailing good or bad performance are placed in the employee's file to be reviewed during the evaluation. A copy of the letter is given to the employee at the time the letter was sent.
4. Evaluation reports include strengths, weaknesses, and specific suggestions for improvement.
5. Written evaluation shall be given to the employees for his/her signature and comments prior to submission of the reports to the Superintendent and /or designee.

H. Vehicle Mechanics

1. The Transportation Supervisor, with advisement from the Head Mechanic shall keep the Vehicle Mechanics informed as to whether or not the kind of service they are rendering is satisfactory. Evaluation reports are to be provided to the employee by the Transportation Supervisor, which the employee and the evaluator will both sign. Once signed, a copy of the evaluation form will be provided to the employee and copies are forwarded to the Business Administrator as well as the Superintendent's Office for insertion into the employee's personnel file.
2. Evaluation reports include strengths, weaknesses, and specific suggestions for improvement.

## **ARTICLE X – EMPLOYEE LIAISON**

- A. The Association representative may meet with the Superintendent at least once every calendar quarter during the school year to review and discuss current problems and practices of mutual interest and the administration of this Agreement. Neither the Superintendent nor the Board shall be required to engage in collective negotiations during these meetings.

## ARTICLE XI – SICK LEAVE

- A. Definition of Sick Leave - Sick leave is hereby defined to mean the absence from duty of any person because of physical disability, illness or injury, or quarantine or exclusion from school by medical authorities.
- B. Sick Leave Allowable - All persons who are steadily employed full time by the Board of Education shall be allowed sick leave with full pay as follows:
  - 10 month term - 10 days
  - 12 month term -12 days
- C. Accumulated Sick Leave - Allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave in subsequent years. Sick leave for new employees shall be prorated for the first year of employment based upon the date of hire. In the event an employee has exhausted all of his/her sick leave days, the Superintendent may allow unused personal days to be used as sick leave days.
- D. Physician's Certificate Required for Sick Leave. The Superintendent of Schools may require a physician's certificate to be filed with his office in order to obtain sick leave.
- E. Workers' Compensation - The time lost from employment under the Workers' Compensation Act shall not be deducted from days permitted for regular sick leave allowance.
- F. Special Pay Plan

The Deptford Township Board of Education hereby extends a "Special Pay Plan" (403(b) Plan) for retirement to members of the Deptford Education Association (DEA) subject to the following terms and conditions:

- 1. Plan Requirements: At retirement, as per Article XI, Sections F & G of the contract, all eligible members of the DEA are required to deposit unused accumulated sick days (as per the approved rate) into an employee account in an Internal Revenue Service (IRS) approved 403(b) Plan. The employee will then determine how the money is to be distributed.

It is a requirement of the plan that all eligible members of the DEA participate in the plan.
- 2. Plan Administrator: The plan will be processed through a third party administrator via a "Special Pay Plan" (403(b) Plan) approved by the IRS.
- 3. Vacation Day Payout: Upon retirement, all 12 month employees are required to deposit all unused vacation days into the Special Pay Plan (403(b) Plan).
- 4. Accumulated Unused Sick Days: For members of the DEA who have fifteen (15) or more years in the district, the Deptford Township Board of Education is required to deposit accumulated unused sick days into the Special Pay Plan (403(b) Plan) at the following per diem rates:

Teachers	\$70.00
Clerical	\$60.00
Bus Drivers	\$30.00
Cafeteria	\$38.00
Custodial/Maintenance/Vehicle Mechanics	\$40.00

- G. Notice of Retirement:
  - 1. Teachers: Notice of retirement of a teacher shall be given by June 1st for a mid-school year retirement and by November 1st for a June retirement. Failure of a teacher to notify the Board of his/her retirement by the aforesaid dates will delay payment to him/her until the month of July following the July in which he/she otherwise would have received payment.
  - 2. Support Staff: Notice shall be given by the employee to the Board by November 1st in the school

year in which he/she is retiring. Payment shall be made in the month of July following retirement. Failure of an employee to notify the Board of his/her retirement by November 1st aforesaid will delay payment to him/her until the month of July following the July in which he/she otherwise would have received payment.

## ARTICLE XII – PERSONAL LEAVE

- A. The Board of Education shall grant, upon recommendation of the Superintendent of Schools, leave per school year (not to be accumulated) to any regularly employed person for the following emergencies or conditions:
1. Bereavement Leave
    - a. Up to five (5) days (immediate family - mother, father, mother-in-law, father-in-law, children, grandchildren, husband, wife, Civil Union Partner, brother, sister, or any relative who has lived within the same household for a period of over two (2) years). Additional emergencies will be judged, upon a request, by the Superintendent of Schools.
    - b. Up to two (2) consecutive days bereavement leave for the death of a grandparent, sister-in-law, or brother-in-law.
  2. Personal Leave
    - a. All work groups unless otherwise expressed herein: Up to three (3) days (personal business - personal business that cannot be conducted outside the normal work day.)  
Instructional Paraprofessionals up to two (2) days
    - b. Employees shall not be granted personal leave days on a day immediately before or after a holiday, vacation period or during the first or last week of the school year.
    - c. Unused personal leave for all work groups shall be accumulated as sick leave.
    - d. The Superintendent of Schools may grant additional personal leave without pay.
  3. Paternity Leave One (1) day - birth of a child- except service aides.
  4. Visitation Leave One (1) day per year may be granted by the Superintendent of Schools to any personnel for school visitation and observation in other school systems. In each case a written report shall be submitted to the principal who will forward it to the Superintendent. Arrangements for such visitations shall be made by the building principal, with the approval of the Superintendent.
  5. Any work-related court appearance shall be paid by the Board. Written verification and documentation must be presented by the employee and approved by the Superintendent in order to receive payment.
- B. In the event all sick leave days have been used, five (5) days herein specified in A. 2, 3, and 4 may be granted as sick leave days not to be accumulated.

## **ARTICLE XIII – MATERNITY LEAVE**

- A. All employees mentioned in the recognition of this contract shall be eligible for any and all benefits related to child bearing (disability leave) and childrearing leaves as prescribed by Federal and State laws as well as those benefits described in the contract herein.
- B. Those employees meeting the eligibility requirements of leaves covered under the Federal Medical Leave Act (FMLA) and New Jersey Family Leave Act (NJFLA) shall receive those benefits in accordance with the above mentioned laws.
- C. The use of accumulated sick days during maternity leave will be allowed in accordance with state statute (N.J.S.A. 18A:30-1 et seq.). Employees without accumulated sick days will be granted unpaid leaves according to the following terms:
  - 1. Tenured employees shall have the right to request and receive an unpaid leave of absence with the return to work being only the first teacher work day in September. The leave may be for the remainder of the year in which the leave is requested and up to one additional year.
  - 2. Non-tenured employees shall have the right to request an unpaid leave of absence for the remainder of the school year in which the leave is requested and such leave shall not extend beyond the end of the employees contract for the school year in which the leave is granted (time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure.)
- D. Request for maternity leave shall be made by all employees before the end of the fourth (4th) month of pregnancy. Leave shall begin as recommended by the employee's personal physician. An employee may return to work after the birth of a child upon presentation of a medical certificate from the employee's personal physician stating that she is capable of performing her duties. If an employee decides not to return, she shall notify the Superintendent by giving notice of resignation at least ninety (90) days before the leave expires on June 30th.
- E. Employees granted maternity leave beyond the provisions of applicable Federal and State laws shall, upon request, be reassigned to the position held at the time the leave was granted whenever possible.
- F. In the case of an employee adopting a child, childrearing leave shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.
- G. If any provisions of this article are contrary to law, such provisions shall not be deemed valid except to the extent permitted by law.

## **ARTICLE XIV – VACATIONS - 12 MONTH EMPLOYEES**

- A. The purpose is to make it possible for employees of the school system to be relieved of responsibilities for a period of time each year without loss of compensation.
- B. Persons employed between July 1 and September 1 of a given year, will be granted two weeks of paid vacation after June 30 of the following year.
- C. Persons employed between September 2 and February 1 will be granted one week of paid vacation after June 30 of the following year.
- D. Persons employed in:
  - February will receive 4 days of paid vacation after June 30 of the following year.
  - March will receive 3 days of paid vacation after June 30 of the following year.
  - April will receive 2 days of paid vacation after June 30 of the following year.
  - May will receive 1 day of paid vacation after June 30 of the following year.
- E. Persons who have completed from five to nine years of continuous service to the district will be granted three weeks of paid vacation per year.
- F. Persons who have completed ten (10) or more years of continuous service to the district will be granted four weeks of paid vacation per year.
- G. Clerical
  - 1. A year of service credit will be granted for each twelve (12) months of contracted service rendered beginning on or before September 1 and ending June 10.
  - 2. A full year of service will be granted for every ten (10) months of service to the district when the employee is reassigned to a twelve (12) month position. (This applies to persons who begin employment in the district on a ten month contract but are later employed for a twelve month contract.)
  - 3. Vacation time accrued to the date of termination of employment will be determined by years of service, and prorated according to the length of time employed on the current contract year. (Example: If a person who is eligible for two weeks vacation annually elects to terminate employment after six months of a contract year, he/she will be granted a one week vacation prior to termination of services.)
  - 4. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school.
  - 5. The Board may, from time to time, have employees provide advance information concerning the tentative time of taking vacations. Subject to this and paragraph 4 above, requests for vacation must be submitted to the employee's immediate supervisor at least two (2) weeks in advance.
  - 6. A maximum of one (1) week of vacation may be carried into the following year upon written request.
  - 7. Vacation requests from September 1 to June 15 will be normally limited to one (1) week in length. However, under unusual circumstances, additional time may be granted.
  - 8. Requests for vacations must be filled in on the appropriate form. A written confirmation will be returned to the employee as soon as a decision can be made.
  - 9. All vacations are subject to the final approval of the Superintendent of Schools.

H. Custodial/Maintenance/Vehicle Mechanics

1. If an employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the employee shall receive an additional day's vacation pay computed at the straight time rates in lieu thereof, to be determined by the Employer.
2. The Employer shall have the right to schedule the number of employees in each classification who shall receive vacations at a particular time. Employees within a particular classification must select their vacations according to seniority, unless mutually agreed to by the Association and the Employer. The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of the employees, consistent with the efficient operation of the Employer's business. Vacations may be scheduled on a year round basis.
3. Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation.



## **ARTICLE XV - TEACHER PRE-RIF CONFERENCE**

- A. Subject to N.J.S.A. 18A:28-9, the Superintendent shall notify the Association of any pending reduction in force within a reasonable time prior to such action and shall meet to discuss the situation.
- B. The Board's determination shall not be subject to the grievance procedure.

## **ARTICLE XVI – INSURANCE PROTECTION**

A. The Board of Education shall adopt a health insurance plan providing the following:

1. Medical and prescription

Plan options: AmeriHealth PPO including National Vision Administrators (NVA), AmeriHealth PPO Blue Select, and AmeriHealth POS

Effective July 1, 2013, AmeriHealth PPO shall be the base plan provided at Board cost. Office visit co-pays will be \$10.00.

AmeriHealth PPO prescription plan shall be ten (10) dollars co-pay for generic drugs, twenty (20) dollars co-pay for preferred brand, and thirty (30) dollars co-pay for non-preferred brand drugs. Employees can obtain a 90-day supply for one (1) copay by using the mail order option.

Any employees electing to remain in the Blue Select Plan shall pay the difference in the premium costs between the AmeriHealth Blue Select Plan and the AmeriHealthPPO Plan by payroll deduction.

2. Dental

Plan options: Aetna Dental PPO and Aetna Dental DMO

Effective July 1, 2013, Aetna Dental PPO shall be the base plan provided at Board cost. The annual maximum benefit will be \$1200. Services provided by participating dentists beyond the \$1200 maximum will be at the Aetna negotiated rate.

B. Coverage –Medical and Prescription

Effective 9/1/13, the Board reserves the right to not offer benefits to any newly hired employee working less than 30 hours per week. The existing practice of the parties for those receiving benefits prior to 9/1/13 will continue in effect regardless of the number of hours worked per week.

1. Teachers

The Board will pay for individual and family coverage.

2. Clerical

The Board will pay for individual and family coverage.

3. Bus Drivers

Employees hired on or before June 30, 1994 shall be eligible for medical insurance up to family coverage. Employees hired after July 1, 1994 shall be eligible for medical insurance for single coverage only.

4. Cafeteria Workers

Any employee hired on or after July 1, 1984, for a permanent position of more than twenty (20) hours per week shall be eligible for insurance coverage under this Agreement. Employees working with less than twenty (20) hours per week are ineligible for health coverage. The Board will pay for individual and family coverage.

Effective July 1, 1993, all newly hired employees working twenty (20) or more hours per week shall be eligible to receive individual health coverage on the day after the first anniversary date of employment. The Board will pay for individual coverage.

All employees hired on or after July 1, 2002, shall be ineligible for health care coverage, but may purchase, at their own expense, single coverage in the AmeriHealth PPO Plan provided there are at least six (6) employees that enroll.

Employees who are currently receiving individual health coverage may, at their own expense, purchase family coverage. The employee will pay to the Board of Education the difference between the family coverage rate and the individual rate.

5. Custodial/Maintenance/Vehicle Mechanics

The Board will pay for individual and family coverage.

C. Coverage - Dental

1. Teachers

A dental plan providing single coverage for the employee shall be put into effect. The Board shall pay up to, but not in excess of, the sum of \$535 per year per employee effective July 1, 2009 for the remainder of the term of this Agreement.

Employees may purchase dependent coverage at their own expense.

2. Clerical

A dental plan providing single coverage for the employee shall be put into effect. The Board shall pay up to, but not in excess of, the sum of \$535 per year per employee effective July 1, 2009 for the remainder of the term of this Agreement.

Employees may purchase dependent coverage at their own expense.

3. Bus Drivers

Dental plan for employees only - Effective July 1, 1997, the Board of Education shall contribute a sum not in excess of \$ 175.00 per employee per year. Enrollment shall be optional.

4. Custodial/Maintenance/Vehicle Mechanic

The dental plan providing single coverage for the employee shall be put into effect. The Board shall pay up to, but not in excess of, the sum of \$535 per year effective July 1, 2009 for the remainder of the term of this Agreement.

Employees may purchase dental dependent coverage at their own expense.

D. The Board shall not be obligated to pay premiums for any employee during the time the employee is on an unpaid leave of absence except as may be required by the Federal Medical Leave Act and the New Jersey Family Leave Law. However, where not so required, the employee may elect to maintain his/her coverage in effect at his/her own expense during the course of the unpaid leave of absence by making arrangements for reimbursement of premiums paid by the Board.

1. Bus Drivers:

An employee on an unpaid leave of absence in excess of thirty (30) calendar days may continue to have coverage through the Board's medical insurance plan at the employee's own expense. In the event that the thirty (30) day period ends after the monthly premium payment date, the Board and the employee shall pay the monthly premium on a pro rata basis. Thereafter, the employee shall pay the monthly cost until the month he/she returns to work, at which time the Board and the employee shall pay the months cost on a pro rata basis.

NOTE: The Board shall continue to pay for the medical coverage during the summer break in cases where the unpaid leave of absence has not commenced prior to the end of the school year.

2. Custodial/Maintenance/Vehicle Mechanics

An employee on an unpaid leave of absence in excess of thirty (30) calendar days may continue to have coverage through the Board's medical insurance plan at the employee's own expense. In the event that the thirty (30) day period ends after the monthly premium payment date, the Board and the employee shall pay the monthly premium on a pro rata basis. Thereafter, the employee shall pay the monthly cost until the month he/she returns to work, at which time the Board and the

employee shall pay the months cost on a pro rata basis.

- E. Enrollment shall be optional.
- F. All insurance coverage is by the approved Board/Association vendor.

## **ARTICLE XVII – EDUCATIONAL IMPROVEMENT PROGRAMS**

### A. Teachers

1. The Board agrees to pay \$1,200 per year toward tuition and other expenses, excluding travel, incurred in connection with graduate course work in the field of education taken at a recognized college or university, prior approval of the Superintendent of Schools being required. Exceptions may be granted by the Superintendent for employees working toward additional certification.
2. Requests for reimbursement must be submitted on or before October 1 st for approved work taken in the preceding school year and summer. Said request must include appropriate supporting documents as required by the Board's form.

### B. Clerical

1. The Board agrees to pay \$600 per year toward tuition and other expenses incurred in connection with course work taken in a recognized program with prior approval of the Superintendent of Schools. Verification of expenses and for tuition shall be submitted for payment upon proof of successful completion of the course.

### C. Bus Drivers

1. The Board agrees to pay \$150 per year toward tuition and other expenses incurred in connection with course work taken in a recognized program with prior approval of the Superintendent of Schools.
2. Verification of expenses and tuition shall be submitted with a voucher for payment.

### D. Cafeteria

1. The Board agrees to pay \$150 per year toward tuition and other expenses incurred in connection with course work taken in a recognized program with prior approval of the Superintendent of Schools.
2. Verification of tuition expenses shall be submitted with a voucher for payment.

### E. Custodial/Maintenance/Vehicle Mechanics

1. The Board agrees to pay \$150 per year toward tuition and other expenses incurred in connection with course work taken in a recognized program with prior approval of the Superintendent of Schools. This refers to tuition only, registration fees and books.
2. Verification of tuition expenses shall be submitted with a voucher for payment.

## **ARTICLE XVIII – DEDUCTIONS FROM SALARY**

**A. Association Payroll Dues Deduction**

1. The Board agrees to deduct from the salaries of its employees dues for the Deptford Education Association, the New Jersey Education or the National Education Association or any one or any combination of such Associations 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 monies, together with current records of any person as may from time to time be designated by the Deptford Education Association, shall be forwarded to the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. 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.

**B. Local, State and National Services**

The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such Association or Associations. Any employee may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate Association.

**C. Tax Shelter Annuity: A tax shelter annuity is offered for all employees to participate in by payroll deduction.**

## **ARTICLE XIX – UNIFORMS**

A. Cafeteria

Cafeteria workers will be provided with \$125.00 per year per employee for the purchase of uniforms. The employees are responsible for their own laundering and care of the clothing. It will be required that the school-supplied-clothing be worn every workday.

B. Custodial/Maintenance

Custodians will be supplied with golf shirts at Board expense. Maintenance and Grounds will receive a clothing allowance not in excess of \$169.00 per year. Maintenance will receive one (1) pair of shoes per year and Grounds two (2) pairs per year, at a Board cost not in excess of \$100 per pair. The employees are responsible for their own laundering and care of the clothing. It will be required that the school-supplied clothing be worn every workday.

Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by Employer free of charge at the standard required by Employer.

C. Vehicle Mechanics

Employer agrees to provide uniforms through a uniform company free of charge to the employee. The employee agrees to wear this uniform as a condition of his/her continued employment. The Employer will also provide a work shoe allowance of two (2) pairs per year, at a Board cost not in excess of \$100 per pair.

## **ARTICLE XX – GAS MILEAGE REIMBURSEMENT**

Reimbursement for gas mileage shall be at the rate established by the New Jersey State Department of Treasury as long as the current Department of Education regulations are in effect.



## **ARTICLE XXI – MILITARY/JURY DUTY**

- A. New Jersey Statutes must prevail.
- B. Custodial/Maintenance/Grounds/Vehicle Mechanics

In the event any employee covered by this Agreement is required to serve jury duty, the employer agrees to supplement his jury duty compensation with an amount sufficient to equal his regular forty (40) hour weekly earnings at the straight time rate for his job classification.

## **ARTICLE XXII – PROTECTION OF EMPLOYEES**

- A. An employee may use reasonable force, as is necessary, to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to gain possession of weapons or other dangerous objects within control of a pupil.
- B. In addition to the rights provided in 18A:16:6, whenever any action is brought against an employee before the Board, the Commissioner of Education of the State of New Jersey, or any agency thereof which may affect his/her employment or salary status, the Board shall reimburse said employee for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the employee.
- C. The Board shall give full support including legal and other assistance for any assault upon the employee arising from the discharge of his/her duties.
- D. When absence arises out of or from such assault and injury, an employee shall not forfeit any sick leave or personal leave.
- E. Benefits derived under this or subsequent Agreements shall continue beyond the period of any worker's compensation until the complete recovery of any employee.
- F. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
- G. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request, unless protected under legal statute, from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- H. If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, the Board shall pay for legal counsel to defend him/her in such proceeding in addition to the rights that refer to 18A: 16-6.1.
- I. The Board shall fully comply with all aspects of applicable Workers Compensation laws.
  - 1. Any employee sustaining injuries which are compensable under the Workers' Compensation Act but which do not prevent him from performing his usual duties, but require that he visit the offices of Employer designated physicians for the purpose of obtaining further treatment after work hours whenever possible, shall suffer no loss of wages because of such visits.
  - 2. Any employee sustaining injuries which are compensable under the Workers' Compensation Act which prevent him from performing all work available to him, at Employer's place, shall sustain no loss of pay for the balance of the day on which he was injured.
  - 3. Ability to perform work shall be determined by doctor and/or hospital report.
- J. If an employee is out of work due to an occupational accident/disease for less than seven (7) days, the board shall pay the employee's salary without charging the time to sick leave.
  - 1. The Board reserves the right to delay payment pending investigation and required medical examinations.
  - 2. The employee shall fully cooperate in processing of the claim through workers' compensation.

## **ARTICLE XXIII – HEALTH & SAFETY / FACILITIES & EQUIPMENT**

- A. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work, or danger to person or property, or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person, or equipment, as determined by the employer. The term "dangerous condition of work" does not relate to the type of material which is hauled or handled. The employer shall supply protective clothing if required to handle any dangerous material. The Employer further agrees to cooperate to the fullest extent possible in all safety campaigns or projects in which the Association may see fit to participate.

The Employer shall provide suitable sanitary conditions for employees.

Employees shall immediately, or at the end of their shifts, report all defects in equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to operate any equipment that has been reported in an unsafe operating condition until same has been approved as being safe by management or the mechanical department.

When the occasion arises where an employee gives written report of forms in use by the Employer, on any equipment being in unsafe operating condition, and receives no consideration from the Employer, he shall take the matter up with the Association.

- B. A Joint Health & Safety Committee shall be established and consist of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent. The Committee shall meet at least three (3) times each year. Training for the Committee shall be jointly developed and the Board shall pay all costs, upon Board approval.
- C. Any employee involved in an accident shall at first opportunity report said accident to his Employer prior to sign off time. If said accident involves any physical injuries, then the employee shall immediately report said accident to his Employer as soon as possible.
- D. The Board of Education shall endeavor to insure safe working conditions. In the event of disorder or disruption in the regular school program, representatives of the Association shall have the right to meet with the school administrators.
- E. The Board shall reimburse employees for the reasonable cost of any clothing or personal property damaged or destroyed as a result of student assault while the employee was acting in discharge of duties within the scope of his/her employment.

## ARTICLE XXIV – AGENCY FEE

### A. PURPOSE OF THE FEE

If any employee does not become a member of the Association during any membership year which is covered in whole or in part this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

The representation fee to be paid by nonmembers/fee-payers will be pursuant to the determination of an impartial arbitrator in accordance with the law.

### B. DETERMINATION OF FEE

Prior to the beginning of each membership year (September 1 through August 31), the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

### C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification Once during each membership year, but no later than October 1 of the year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below.
2. Payroll Deduction Schedule The Board will deduct the full amount of the yearly representation fee in equal installments from the paychecks paid to each employee on the aforesaid list during the February through June period.
3. Termination of Employment If an employee terminates his or her employment with the Board before the Association has received the prorated amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the prorated fee from the last paycheck paid to said employee during the academic year in question.
4. Mechanics The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
5. New Employees Each month in which the Board hires a new unit member(s), the Board will notify the Association in writing of the name(s), job title(s) and date(s) of employment of the new employee(s).

- D. The Association shall indemnify, defend and save harmless the Board against any and all claims, demands, suits or other forms of liability that shall arise out of fee deductions by the Board for the Association which the Board has remitted to the Association and reliance by the Board on any representations made by the Association with respect to this Article. The Association shall assume full responsibility for the defense of any such claim, demand, suit or other form of liability and the Board will cooperate fully with the Association in gathering evidence, securing witnesses, and in other aspects of said defense. The Board will give to the Association notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

## **ARTICLE XXV – MISCELLANEOUS**

- A. If any provisions 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.
- B. 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 controlled.
- C. There shall be no discrimination in practices and procedures of the school system policies in hiring, training, assignments, promotions, transfer or discipline of employees on basis of race, creed, color, religion, national origin, sex, age, domicile, marital status, sexual orientation, disability or any Association activities.
- D. Any employee or employee group shall communicate through the proper channels of authority. When the matter requires Board action it shall be directed through proper channels to the Board of Education.
- E. It is agreed by both parties that the negotiations will be conducted without the use of pressure tactics. The parties also agree, during the period of negotiations, that the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "no progress has been made".
- F. It is understood by all parties that under the ruling of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- G. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.
- H. If the legislature or courts of New Jersey authorize strikes by public employees, there shall be no strikes or other concerted activities during the term of the Agreement.
- I. Whenever any notice is required to be given by either party of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing with signed receipt of delivery, at the following addresses:
  - 1. If by the Association to the Board: 2022 Good Intent Road Deptford, NJ 08096
  - 2. If by the Board to the Association: The school building where the President of the Association is assigned.

**ARTICLE XXVI - AGREEMENT**


It is agreed between the Board of Education of Deptford Township in the County of Gloucester, party of the first part, and the Deptford Education Association, party of the second part, that the contents of this Agreement shall be effective from July 1, 2009 to June 30, 2012.

Resolution of adoption by the Board of Education at the regular meeting of August 27, 2013 IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

DEPTFORD TOWNSHIP BOARD OF EDUCATION:

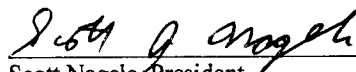
  
\_\_\_\_\_  
Joseph Wilson, President

10/8/13  
Date


  
\_\_\_\_\_  
Attested by:  
Christopher Rodia, School Business Administrator/ Board Secretary

10/8/13  
Date

DEPTFORD EDUCATION ASSOCIATION:

  
\_\_\_\_\_  
Scott Nagele, President

10/8/13  
Date

  
\_\_\_\_\_  
Attested by:  
Mona Bennett, Negotiations Chair

10/8/13  
Date

## EXHIBIT A - FIELD TRIPS

- A. Trips will be assigned by seniority and by the number of trips a driver has previously completed.
- B. Any regular driver can sign up for a field trip. The weeks when there is a school closing, all regular drivers' can sign up for trips at straight time.
- C. Drivers must sign a trip card to indicate they want the posted trip. Any driver not signing a posted trip card indicates he/she does not want said trip.
- D. Field trips scheduled for Saturdays, Sundays, holidays and weekdays, when a regular contract driver's regularly scheduled assigned runs are not scheduled because school is not in session, shall be exclusively assigned to a regular contract driver unless there are no contract drivers available for said trip. In the event no regular contract driver is available and/or eligible for assignment, as determined by the Transportation Supervisor, the supervisor may then assign said trip to a substitute bus driver or other non-contract driver.
- E. In the absence of an emergency, when a bus driver is required for assignment for a non-scheduled field trip, non-posted field trip or other late notice situation, the supervisor shall first make a reasonably thorough effort to contact and make available said trip to the most senior regular contract driver available and eligible, according to the rules of seniority and number of trips completed, before assigning said trip to a less senior or substitute driver.
- F. If a driver has been assigned a trip and is unable to report for said trip, the next eligible driver according to seniority and trips completed who signed a card for said trip shall be assigned the trip. If no other eligible drivers' names appear on said trip card, the supervisor shall pick and assign a driver.
- G. When a driver who is scheduled to work a weekend trip is unable to do so, he/she must contact the next driver on the "trip card" who has the least number of trips in order to offer the trip to him/her. If that driver refuses the offer, then the scheduled driver must continue to contact the other drivers on the "trip card" in order of the next fewest number of trips. If no one accepts the offer, then the scheduled driver shall contact drivers from the seniority list, going from the greatest seniority to the least seniority. If no one accepts the offer, then the scheduled driver must contact and arrange for coverage by a substitute driver.  
  
When a driver off of the "trip card" accepts the offer, she/he will be charged with a trip. There will be no charge for a refusal. A driver on the seniority list will not be charged in any event.
- H. Field trips, athletic trips and band trips shall be posted five (5) days in advance of activity date, subject to change in time and destination. Emergency trips shall be posted in advance on day of approval by the Superintendent's Office.
- I. In the event a trip is cancelled and the same trip is run within two (2) working days, the same assigned driver for said trip will also be assigned trip. If cancellation is more than two (2) working days, trip will be posted again.
- J. A graph type chart with all regular drivers' names listed in order of seniority and showing all current charges for field trips completed shall be posted in an appropriate location visible to all drivers. The Transportation Supervisor will have the primary responsibility for maintaining and accurately updating said chart as necessary. However, each driver has the responsibility to bring any discrepancies to the supervisor's attention. Failure to do so in a timely manner will make the driver ineligible for pay consideration.
- K. All posted trips are to be assigned at least forty-eight (48) hours in advance.
- L. Subject to the provisions of Paragraph J. any driver who was denied a trip when it was his/her rightful turn will be paid for such trip. Less than two (2) hours is not classified as a trip for any purpose.
- M. Any driver who reports for an assigned trip that has been cancelled without notification shall be guaranteed two (2) hours pay.
- N. Substitute drivers may sign posted field/athletic trip sheets. However, they are not eligible for and cannot be assigned trips unless the aforementioned conditions of Paragraph D of this exhibit are in existence.

- O. In the event that a lesser number of buses than was required and shown on posted trip card are assigned for said trip, the next eligible driver who signed up for said trip shall be paid an equal number of hours as was required to complete said trip.



## **EXHIBIT B - EXTRA WORK**

- A. Extra work, when available shall be assigned to regular contract drivers who have signed the posted extra work sheet at least one (1) day prior to day of availability. Regular drivers reporting to work on any given day and electing to sign extra work sheet for same day may do so. However, the supervisor may or may not assign those drivers extra work, depending on work available and/or supervisor's extra work needs for that day.
- B. Extra work shall be assigned according to the rules of seniority and the number of previous extra work assignments completed.
- C. In the event a regular driver who elected to sign the posted extra work sheet the day before is unable to report for duty on the day signed for because of sickness, said driver will not be penalized and charged for an extra work assignment.
- D. In the event no regular contract driver has signed the posted extra work sheet and no regular drivers are immediately available, the Transportation Supervisor may then assign the extra work to a substitute driver who is then immediately available.

## **EXHIBIT 1 – CERTIFICATED STAFF SALARY GUIDE**

### **YEAR 1: 2013-14**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>DOC</b>
1	\$53,930	\$54,730	\$55,530	\$56,330	\$57,130	\$57,930	\$58,730
2	\$54,030	\$54,830	\$55,630	\$56,430	\$57,230	\$58,030	\$58,830
3	\$54,130	\$54,930	\$55,730	\$56,530	\$57,330	\$58,130	\$58,930
4	\$54,230	\$55,030	\$55,830	\$56,630	\$57,430	\$58,230	\$59,030
5	\$54,330	\$55,130	\$55,930	\$56,730	\$57,530	\$58,330	\$59,130
6	\$54,830	\$55,630	\$56,330	\$57,330	\$58,130	\$58,830	\$59,830
7	\$55,530	\$56,330	\$57,030	\$58,030	\$58,830	\$59,530	\$60,530
8	\$56,530	\$57,330	\$58,030	\$59,030	\$59,830	\$60,530	\$61,530
9	\$58,930	\$59,730	\$60,430	\$61,430	\$62,230	\$62,930	\$63,930
10	\$62,330	\$63,130	\$63,830	\$64,830	\$65,630	\$66,330	\$67,330
11	\$65,830	\$66,630	\$67,330	\$68,330	\$69,130	\$69,830	\$70,830
12	\$69,530	\$70,330	\$71,030	\$72,030	\$72,830	\$73,530	\$74,530
13	\$73,330	\$74,130	\$74,830	\$75,830	\$76,630	\$77,330	\$78,330
14	\$78,130	\$78,930	\$79,630	\$80,630	\$81,430	\$82,130	\$83,130
15	\$83,230	\$84,030	\$84,730	\$85,730	\$86,530	\$87,230	\$88,230

### **YEAR 2: 2014-15**

1	\$54,130	\$54,930	\$55,730	\$56,530	\$57,330	\$58,130	\$58,930
2	\$54,230	\$55,030	\$55,830	\$56,630	\$57,430	\$58,230	\$59,030
3	\$54,330	\$55,130	\$55,930	\$56,730	\$57,530	\$58,330	\$59,130
4	\$54,430	\$55,230	\$56,030	\$56,830	\$57,630	\$58,430	\$59,230
5	\$54,530	\$55,330	\$56,130	\$56,930	\$57,730	\$58,530	\$59,330
6	\$55,030	\$55,830	\$56,530	\$57,530	\$58,330	\$59,030	\$60,030
7	\$55,730	\$56,530	\$57,230	\$58,230	\$59,030	\$59,730	\$60,730
8	\$56,730	\$57,530	\$58,230	\$59,230	\$60,030	\$60,730	\$61,730
9	\$59,130	\$59,930	\$60,630	\$61,630	\$62,430	\$63,130	\$64,130
10	\$62,530	\$63,330	\$64,030	\$65,030	\$65,830	\$66,530	\$67,530
11	\$66,030	\$66,830	\$67,530	\$68,530	\$69,330	\$70,030	\$71,030
12	\$69,730	\$70,530	\$71,230	\$72,230	\$73,030	\$73,730	\$74,730
13	\$73,530	\$74,330	\$75,030	\$76,030	\$76,830	\$77,530	\$78,530
14	\$78,330	\$79,130	\$79,830	\$80,830	\$81,630	\$82,330	\$83,330
15	\$83,430	\$84,230	\$84,930	\$85,930	\$86,730	\$87,430	\$88,430

### **YEAR 3: 2015-16**

1	\$54,555	\$55,355	\$56,155	\$56,955	\$57,755	\$58,555	\$59,555
2	\$54,655	\$55,455	\$56,255	\$57,055	\$57,855	\$58,655	\$59,655
3	\$54,755	\$55,555	\$56,355	\$57,155	\$57,955	\$58,755	\$59,755
4	\$54,855	\$55,655	\$56,455	\$57,255	\$58,055	\$58,855	\$59,855
5	\$54,955	\$55,755	\$56,555	\$57,355	\$58,155	\$58,955	\$59,955
6	\$55,455	\$56,255	\$56,955	\$57,955	\$58,755	\$59,455	\$60,455
7	\$56,155	\$56,955	\$57,655	\$58,655	\$59,455	\$60,155	\$61,155
8	\$57,155	\$57,955	\$58,655	\$59,655	\$60,455	\$61,155	\$62,155
9	\$59,555	\$60,355	\$61,055	\$62,055	\$62,855	\$63,555	\$64,555
10	\$62,955	\$63,755	\$64,455	\$65,455	\$66,255	\$66,955	\$67,955
11	\$66,455	\$67,255	\$67,955	\$68,955	\$69,755	\$70,455	\$71,455
12	\$70,155	\$70,955	\$71,655	\$72,655	\$73,455	\$74,155	\$75,155
13	\$73,955	\$74,755	\$75,455	\$76,455	\$77,255	\$77,955	\$78,955
14	\$78,755	\$79,555	\$80,255	\$81,255	\$82,055	\$82,755	\$83,755
15	\$83,855	\$84,655	\$85,355	\$86,355	\$87,155	\$87,855	\$88,855

## **EXHIBIT 2 - HIGH SCHOOL ATHLETIC SALARIES**

<b><u>Position</u></b>	<b><u>2013-2014</u></b>	<b><u>2014-2015</u></b>	<b><u>2015-2016</u></b>
Head Football Coach	\$8,949	\$9,039	\$9,129
First Assistant Football Coach	\$5,211	\$5,263	\$5,315
Assistant Football Coach (1)	\$5,045	\$5,096	\$5,147
Assistant Football Coach (2)	\$5,045	\$5,096	\$5,147
Assistant Football Coach (3)	\$5,045	\$5,096	\$5,147
Assistant Football Coach (4)	\$5,045	\$5,096	\$5,147
Freshman/Assistant Football Coach	\$4,646	\$4,692	\$4,739
Assistant Freshman Football Coach (1)	\$3,959	\$3,999	\$4,039
Head Basketball Coach - Boys	\$6,758	\$6,826	\$6,894
Head Basketball Coach - Girls	\$6,758	\$6,826	\$6,894
First Assistant Basketball Coach - Boys	\$3,838	\$3,876	\$3,915
First Assistant Basketball Coach - Girls	\$3,838	\$3,876	\$3,915
JV Basketball Coach - Boys	\$4,811	\$4,859	\$4,907
JV Basketball Coach - Girls	\$4,811	\$4,859	\$4,907
Freshman/Assistant Basketball Coach - Boys	\$3,718	\$3,755	\$3,793
Freshman/Assistant Basketball Coach - Girls	\$3,718	\$3,755	\$3,793
Head Soccer Coach - Boys	\$6,186	\$6,248	\$6,310
Head Soccer Coach - Girls	\$6,186	\$6,248	\$6,310
First Assistant Soccer Coach Boys	\$3,838	\$3,876	\$3,915
First Assistant Soccer Coach Girls	\$3,838	\$3,876	\$3,915
JV Soccer Coach - Boys	\$4,362	\$4,406	\$4,450
JV Soccer Coach - Girls	\$4,362	\$4,406	\$4,450
Freshman/Assistant Soccer Coach - Boys	\$3,463	\$3,498	\$3,533
Freshman/Assistant Soccer Coach - Girls	\$3,463	\$3,498	\$3,533
Head Girls Hockey Coach	\$6,186	\$6,248	\$6,310
JV Girls Hockey Coach	\$4,362	\$4,406	\$4,450
Head Wrestling Coach	\$6,758	\$6,826	\$6,894
First Assistant Wrestling Coach	\$3,838	\$3,876	\$3,915
JV Wrestling Coach	\$4,811	\$4,859	\$4,907
Head Baseball Coach	\$6,186	\$6,248	\$6,310
Head Softball Coach	\$6,186	\$6,248	\$6,310
First Assistant Baseball	\$3,838	\$3,876	\$3,915
First Assistant Softball	\$3,838	\$3,876	\$3,915
JV Baseball Coach	\$4,362	\$4,406	\$4,450
JV Softball Coach	\$4,362	\$4,406	\$4,450
Freshman/Assistant - Baseball	\$3,463	\$3,498	\$3,533
Freshman/Assistant - Softball Coach	\$3,463	\$3,498	\$3,533
Head Track Coach - Boys	\$6,186	\$6,248	\$6,310
Head Track Coach - Girls	\$6,186	\$6,248	\$6,310
Assistant Track Coach Boys	\$4,362	\$4,406	\$4,450

<u>Position</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
Assistant Track Coach Boys	\$4,362	\$4,406	\$4,450
Assistant Track Coach Girls	\$4,362	\$4,406	\$4,450
Assistant Track Coach Girls	\$4,362	\$4,406	\$4,450
Cross Country Coach - Boys/Girls (1)	\$4,816	\$4,864	\$4,913
Indoor Track Coach - Boys	\$4,816	\$4,864	\$4,913
Indoor Track Coach - Girls	\$4,816	\$4,864	\$4,913
Tennis Coach - Boys	\$4,816	\$4,864	\$4,913
Tennis Coach - Girls	\$4,816	\$4,864	\$4,913
Asst Tennis - Boys	\$3,838	\$3,876	\$3,915
Asst Tennis - Girls	\$3,838	\$3,876	\$3,915
Golf Coach	\$4,816	\$4,864	\$4,913
Bowling Coach - Boys	\$4,816	\$4,864	\$4,913
Bowling Coach - Girls	\$4,816	\$4,864	\$4,913
Weight Training Coach (Winter)	\$3,532	\$3,567	\$3,603
Weight Training Coach (Spring)	\$3,532	\$3,567	\$3,603
Asst Weight Training (Winter)	\$2,378	\$2,402	\$2,426
Asst Weight Training (Spring)	\$2,378	\$2,402	\$2,426
Head Swimming Coach	\$5,878	\$5,937	\$5,996
Asst Swimming Coach	\$4,144	\$4,185	\$4,227
Head Cheerleading - Fall	\$3,707	\$3,744	\$3,782
Head Cheerleading - Winter	\$3,034	\$3,064	\$3,095
Asst Cheerleading - Fall	\$2,177	\$2,199	\$2,221
Asst Cheerleading - Winter	\$1,863	\$1,881	\$1,900

## **EXHIBIT 2 - HIGH SCHOOL CO- CURRICULAR SALARIES**

<b><u>Position</u></b>	<b><u>2013-2014</u></b>	<b><u>2014-2015</u></b>	<b><u>2015-2016</u></b>
Senior Class Advisor	\$2,719	\$2,746	\$2,773
Senior Class Advisor	\$2,719	\$2,746	\$2,773
Junior Class Advisor	\$2,658	\$2,685	\$2,712
Junior Class Advisor	\$2,658	\$2,685	\$2,712
Sophomore Class Advisor	\$1,668	\$1,685	\$1,701
Sophomore Class Advisor	\$1,668	\$1,685	\$1,701
Freshman Class Advisor	\$1,644	\$1,661	\$1,677
Freshman Class Advisor	\$1,644	\$1,661	\$1,677
District Music Coordinator	\$3,871	\$3,910	\$3,949
Musical Director	\$5,804	\$5,862	\$5,921
Musical Vocal Coach	\$4,228	\$4,271	\$4,313
Musical Drama Coach	\$4,228	\$4,271	\$4,313
Musical Set Designer	\$2,633	\$2,659	\$2,686
Musical Conductor	\$3,222	\$3,255	\$3,287
Musical Stage Manager	\$4,228	\$4,271	\$4,313
Musical Business Manager	\$1,952	\$1,972	\$1,992
Musical Choreographer	\$4,228	\$4,271	\$4,313
Musical Accompanist	\$4,228	\$4,271	\$4,313
Musical Costumer	\$2,850	\$2,879	\$2,907
Fall Play Director	\$2,521	\$2,546	\$2,571
Assistant Fall Play Director	\$1,822	\$1,840	\$1,859
Girls Athletic Association	\$1,502	\$1,517	\$1,532
Chess Club	\$1,502	\$1,517	\$1,532
Art Club	\$1,502	\$1,517	\$1,532
Science Club	\$1,502	\$1,517	\$1,532
Honors Vocal Competitions	\$2,753	\$2,781	\$2,809
Honors Musical Competitions	\$2,753	\$2,781	\$2,809
Honors Musical Competitions	\$2,753	\$2,781	\$2,809
Student Council Advisor	\$3,881	\$3,920	\$3,959
Yearbook Advisor	\$5,163	\$5,214	\$5,266
Assistant Yearbook Advisor	\$2,714	\$2,742	\$2,769
Yearbook Business Advisor	\$2,049	\$2,070	\$2,091
Newspaper Advisor	\$3,794	\$3,832	\$3,870
Public Relations Advisor	\$2,828	\$2,856	\$2,885
AV Advisor	\$2,864	\$2,893	\$2,922
Stage Crew Advisor	\$2,912	\$2,942	\$2,971
Culture Club	\$1,940	\$1,960	\$1,979
National Honor Society	\$1,773	\$1,791	\$1,809
National Art Honor Society	\$1,773	\$1,791	\$1,809
Robotics Club	\$1,502	\$1,517	\$1,532

<b><u>Position</u></b>	<b><u>2013-2014</u></b>	<b><u>2014-2015</u></b>	<b><u>2015-2016</u></b>
Future Teachers Association	\$1,502	\$1,517	\$1,532
Future Business Leaders	\$1,502	\$1,517	\$1,532
Marching Band Director	\$8,054	\$8,134	\$8,216
First Assistant Marching Band	\$4,560	\$4,605	\$4,651
Second Assistant Marching Band	\$4,119	\$4,160	\$4,202
Band Front/Color Guard Advisor	\$4,560	\$4,605	\$4,651
Mock Trial Program	\$1,502	\$1,517	\$1,532
SADD	\$1,502	\$1,517	\$1,532
Rotary/Interact	\$1,502	\$1,517	\$1,532
Medical Careers Club	\$1,502	\$1,517	\$1,532
ERASE Club	\$1,502	\$1,517	\$1,532
Peer Mediation	\$1,502	\$1,517	\$1,532
Peer Tutoring	\$1,666	\$1,682	\$1,699
Peer Tutoring	\$1,666	\$1,682	\$1,699
Project Graduation Coordinator	\$1,502	\$1,517	\$1,532
Debate Team	\$1,502	\$1,517	\$1,532

## **EXHIBIT 2 - MIDDLE SCHOOL CO-CURRICULAR SALARIES**

<b><u>Position</u></b>	<b><u>2013-2014</u></b>	<b><u>2014-2015</u></b>	<b><u>2015-2016</u></b>
Student Council Advisor	\$3,180	\$3,211	\$3,244
School Play Director	\$2,345	\$2,369	\$2,392
Assistant Play Director	\$1,282	\$1,295	\$1,308
Choir Director	\$2,975	\$3,004	\$3,034
Newspaper Advisor	\$2,351	\$2,375	\$2,399
AV Advisor	\$2,864	\$2,893	\$2,922
Honors Instrumental Competition	\$2,754	\$2,782	\$2,810
Stage Band	\$3,106	\$3,137	\$3,169
Director of Student Activities	\$4,013	\$4,053	\$4,094
National Junior Honor Society	\$1,773	\$1,791	\$1,809
Yearbook Adviser	\$3,287	\$3,320	\$3,353
Peer Group Mediation	\$1,501	\$1,516	\$1,531
Art Club Advisor	\$1,501	\$1,516	\$1,531
Science Club Advisor	\$1,501	\$1,516	\$1,531
Computer Club Advisor	\$1,501	\$1,516	\$1,531

## **EXHIBIT 2 - MIDDLE SCHOOL INTRAMURALS/ ATHLETIC SALARIES**

<b><u>Position</u></b>	<b><u>2013-2014</u></b>	<b><u>2014-2015</u></b>	<b><u>2015-2016</u></b>
Intramural Athletics - Fall Boys	\$2,163	\$2,184	\$2,206
Intramural Athletics - Fall Girls	\$2,163	\$2,184	\$2,206
Intramural Athletics - Basketball Boys	\$2,163	\$2,184	\$2,206
Intramural Athletics - Basketball Girls	\$2,163	\$2,184	\$2,206
Intramural Athletics - Soccer Boys	\$2,163	\$2,184	\$2,206
Intramural Athletics - Soccer Girls	\$2,163	\$2,184	\$2,206
Intramural Athletics - Swimming Boys	\$2,163	\$2,184	\$2,206
Intramural Athletics - Swimming Girls	\$2,163	\$2,184	\$2,206
Intramural Dance Team Season one	\$2,163	\$2,184	\$2,206
Intramural Dance Team Season two	\$2,163	\$2,184	\$2,206
Athletic Coordinator	\$4,013	\$4,053	\$4,094
Interscholastic Wrestling Coach	\$3,425	\$3,460	\$3,494
Interscholastic Field Hockey Coach	\$3,425	\$3,460	\$3,494
Interscholastic Basketball Coach Boys	\$3,425	\$3,460	\$3,494
Interscholastic Basketball Coach Girls	\$3,425	\$3,460	\$3,494
Interscholastic Soccer Coach Boys	\$3,425	\$3,460	\$3,494
Interscholastic Soccer Coach Girls	\$3,425	\$3,460	\$3,494

## **EXHIBIT 2 - ELEMENTARY CO-CURRICULAR SALARIES**

<b><u>Position</u></b>	<b><u>2013-2014</u></b>	<b><u>2014-2015</u></b>	<b><u>2015-2016</u></b>
Elementary Peer Mediation	\$1,501	\$1,516	\$1,531
Elementary Peer Mediation	\$1,501	\$1,516	\$1,531
Elementary Peer Mediation	\$1,501	\$1,516	\$1,531
Elementary Peer Mediation	\$1,501	\$1,516	\$1,531



### **EXHIBIT 3 - SECRETARIAL SALARIES**

The salary of each secretarial position will be increased:

\$1084 in 2013-14

\$1111 in 2014-15

\$1275 in 2015-16

The minimum salary for new secretarial employees shall be as follows:

<u>10-month</u>	<u>12-month</u>	
\$29,000	\$33,000	in 2013-14
\$29,725	\$33,825	in 2014-15
\$30,557	\$34,772	in 2015-16

### **EXHIBIT 3 - PARAPROFESSIONAL SALARY RATE**

#### **Daily Rate**

<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
\$175	\$180	\$185

### **EXHIBIT 3 - SERVICE AIDES SALARY RATE**

#### **Hourly Rate**

<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
\$19.89	\$20.39	\$20.96

### **EXHIBIT 4 - BUS DRIVERS HOURLY RATE**

<b><u>Tier</u></b>	<b><u>2013-14</u></b>	<b><u>2014-15</u></b>	<b><u>2015-16</u></b>
I (1-6 years)	\$21.38	\$21.84	\$22.25
II (7-9 years)	\$22.32	\$22.78	\$23.19
III (10 years & up)	\$25.13	\$25.59	\$26.00

Tier placement for Bus Drivers is determined by the number of years credited at the beginning of the contract year.

### **EXHIBIT 4 - BUS AIDES HOURLY RATE**

<b><u>2013-14</u></b>	<b><u>2014-15</u></b>	<b><u>2015-16</u></b>
\$19.89	\$20.39	\$20.96

### **EXHIBIT 4 - SPECIAL EDUCATION RUNS SALARY RATES**

<b>2 Way</b>	<b>\$300</b>
<b>1 Way</b>	<b>\$200</b>

**EXHIBIT 5 - CUSTODIAL, MAINTENANCE, GROUNDS AND  
VEHICLE MECHANICS SALARY RATE**

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Custodian 1	\$39,110	\$40,240	\$41,537
Custodian 2	\$51,891	\$53,021	\$54,318
Painter	\$53,170	\$54,300	\$55,597
Grounds	\$53,691	\$54,821	\$56,118
Maintenance Mechanic	\$54,670	\$55,800	\$57,097
Electrician	\$55,670	\$56,800	\$58,097
HVAC	\$55,670	\$56,800	\$58,097
Maintenance	\$55,670	\$56,800	\$58,097
Vehicle Mechanic	\$57,222	\$58,352	\$59,649

**EXHIBIT 5 - CAFETERIA WORKERS SALARY**

<u>Tier</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
II	\$16.64	\$17.09	\$17.61
II Cook	\$17.64	\$18.09	\$18.61
III	\$20.17	\$20.62	\$21.14
III Cook	\$21.17	\$21.62	\$22.14
Cooks & Coordinators	\$21.56	\$22.01	\$22.53