
AGREEMENT BETWEEN

THE BOARD OF EDUCATION
CITY OF LINWOOD, NEW JERSEY

AND

THE LINWOOD EDUCATION ASSOCIATION

1995-1998

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SECTION I - EMPLOYEE ARTICLES

P R E A M B L E

This Agreement entered into this 23rd day of October, by and between the Board of Education of the City of Linwood, New Jersey, hereinafter called the "Board", and the Linwood Education Association, hereinafter called the "Association."

W I T N E S S E T H

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Linwood School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

ARTICLE I
RECOGNITION

A. Unit

The Board hereby recognizes the Linwood Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for certified teachers and support personnel, as hereinafter defined.

B. Definition of Teacher

Unless otherwise indicated, the term "teacher(s)," when used in this Agreement, shall refer to all professional employees represented by the Association including teachers, school nurses, librarians, guidance counselors, but excluding the Superintendent of Schools, full-time principals, and curriculum supervisors. Reference to male teachers shall include female teachers. This reference shall also be used in other employee categories. (Professional employees must hold current certificate.)

C. Part-Time Teachers

Teachers employed less than 50% of a full-time assignment appointed on or after July 1, 1995, will not be eligible to receive the benefits provided herein.

D. Definition of Support Personnel

The term "support personnel" when used hereinafter in this Agreement, shall refer to teacher aides, cafeteria personnel, custodians and maintenance personnel employed full-time (20 hours per week).

E. Definition of Employee

Unless otherwise indicated, the term "employee" when used in this Agreement shall refer to all employees represented by the Association in the negotiating unit as referred to in Paragraph A above and references to male employees shall include female employees.

ARTICLE II
REPRESENTATION FEE

- A. If an employee does not become a member of the Association during any membership year (i.e. from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee will be to offset the cost of services rendered by the Association as majority representative.
- B. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.
- C. Procedures:**
1. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
 2. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - a. 10 days after receipt of the aforesaid list by the Board.
 3. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question, provided the same occurs to dues paying members.

D. Indemnification

The Association agrees to indemnify and hold the Board harmless against any liability except willful misconduct which may arise by reason of any action taken by the Board in complying with this Article.

ARTICLE III

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, P.L. 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin in accordance with the rules and regulations of the Public Employment Commission. Any Agreement so negotiated shall apply to all employees with exclusions as noted in Article I, be reduced to writing, and after ratification, be signed by the Board and the Association and be adopted by the Board.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except an instrument in writing duly executed by both parties in accordance with Chapter 123, P.L. of New Jersey, 1974.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an employee or the Association wherein they may appeal the interpretation, application or violation of policies, agreements and administrative decisions adversely affecting them.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting them.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual Agreement.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to any person(s) covered by this Agreement the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Superior

An employee with a grievance shall first discuss it with his principal or immediate superior within ten (10) school days of the occurrence, and he may be accompanied by an Association representative with the objective of resolving the matter informally. If the employee is not satisfied as a result of the discussion, he may file a grievance within ten (10) school days thereafter.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within Five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of schools.

5. Level Three - Board

If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) days after the decision at Level Two or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board of Education. A hearing will be held with the Board Grievance Committee and/or the full Board within ten (10) school days. If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Three or no decision has been rendered within ten (10) school days the aggrieved or the Association may proceed to Level Four.

6. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, he may request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request of the aggrieved person. However, the arbitration procedure does not apply to the following:

- (1) Any matter for which a method of review is prescribed by law.
 - (2) Any rule or regulation of the State Commissioner of Education.
 - (3) Any by-law, rule, regulation and/or policy of the Board of Education which does not adversely affect an employee's terms and conditions of employment. The arbitrator is the sole determinator of arbitrability.
 - (4) A complaint of a nontenured teacher which arises by reason of not being rehired.
 - (5) A complaint of any employee occasioned by appointment to or lack of appointment to, retention in, any presently nonexistent position for which tenure is either not possible or not required.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to Public Employment Relations Committee by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations committee in the selection of an arbitrator.
 - c. The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement, and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
 - d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure at his option with the representatives selected or approved by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgement of the Association, a grievance affects a group or class of employees in a particular building, such a grievance shall commence at Level One. However, if such a grievance affects more than one (1) building the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person (s) does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to any person (s) covered by this agreement and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6 c. of this Article.

3. Separate Grievance File

All 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.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties involved and their designated or selected representatives, heretofore referred to in the Article.

6. Continuance

All employees, including the grievant, will continue to function under the direction of the Superintendent and Administration, regardless of the pendency of any grievance, until such grievance is properly determined.

ARTICLE V

EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

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

C. Just Cause Provision

1. No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any established professional advantage or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
2. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.

D. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of an employee pending certification of charges by the Board shall be with pay.

E. Evaluation of Students

The teacher shall maintain the exclusive right and responsibility to determine grades and any other measures the teacher in consultation with the principal deems appropriate for his/her subject area of activity. No report card grade will ordinarily be changed without consultation with the teacher. Final decision on a disputed grade will be with the building principal. Any grade(s) changed by the principal will be initialized by the principal and the teacher will be notified and will have the option of placing a written statement in the student's folder regarding the grade(s) change.

F. Criticism of Teachers

1. Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.
2. The procedures developed by the Educational Affairs Committee will be used as a guideline and placed in both the teacher and parent/student handbooks.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time available information concerning the educational program and the financial resources of the District, class size, number of specialists, annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, census data, individual and group employee health insurance premiums and experience figures, names and addresses of all employees that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Released Time for Meetings

Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

C. Use of School Buildings

The Association and its representatives shall have the privilege to use school buildings at specified hour with Administrative approval. The Principal of the building in question shall be notified in advance of the time and place of all such meetings.

D. Use of School Equipment

The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment during school day or at other time with the approval of the Administration, when such equipment is not otherwise in use. The Association shall be responsible for repairs necessary because of damage while they are using equipment.

E. Bulletin Board

The Association shall have in each school building, the exclusive use of a teachers' bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices with approval of building Principal. Copies of all materials to be posted on such bulletin board shall be shown to the building Principal. No approval is required for material posted on bulletin boards in the faculty lounge.

F. Mail Facilities and Mail Boxes

The Association shall have the privilege to use the inter-school mail facilities at regularly scheduled times and school mail boxes as it deems necessary and without the approval of building Principals or other members of the Administration.

G. Office Space

The Association shall be provided without cost to it, with adequate office space in a building at a location and of a description to be mutually agreed upon.

H. Leave for Association President

The President shall be granted up to five (5) days with pay within the school year for the pursuit of valid educational goals. Approval for these days is subject to the Superintendent.

I. Exclusive Rights

The rights and privilege of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

ARTICLE VII

BOARD RIGHTS

- A. Except as otherwise specified in this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public all of the operations and activities of the school district to the full extent authorized by law.

- B. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or power granted by its law.

- C. The Association agrees that its members shall not discriminate against any past, present, or future Board member or his family by reason of his being a Board member, his Board activities, collective bargaining with the Association, or the proper exercise of his duty as a Board member.

ARTICLE VIII

INSURANCE PROTECTION

- A. As of the beginning of the school year, the Board shall provide the health-care insurance program designated below. The Board shall pay the full premium for each employee and in cases where appropriate for the full family-plan insurance coverage.

1. Provisions of Coverage

The health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- a. Rider J.
- b. Major Medical
- c. Maternity Costs
- d. Full State Health Benefits Plan coverage for employees and their dependents.

2. Carrier

The health insurance carrier(s) shall be the State Health Benefits Plan (SHBP) for the basic hospitalization and major-medical coverage.

3. Complete Annual Coverage

For employees who join the insurance protection plans offered by the Board and remain in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

B. Description to Employees

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

C. Disability Insurance (Income Protection)

The Board of Education of Linwood shall assume the cost of coverage under Washington National Insurance Plan 1, Class B, for all Association members up to a maximum of \$12.80.

D. Prescription Insurance

The board will provide each employee full family prescription insurance coverage. Co-Pay will be as follows: \$5.00 - Name Brand
\$ -0- - Mail Order

E. Dental Insurance

The Board will provide each employee full family dental insurance of the Delta Dental Plan. The Board shall pay 80% of the cost of said Plan. The employee shall pay 20% of the cost of said Plan.

F. Optical Insurance

During the period July 1, 1995, to June 30, 1998, the Board will reimburse each employee up to \$450.00 for full family optical care (including purchase of glasses). Reimbursement may accumulate over a three year period. New staff in years two and three shall receive a prorated amount.

Maximum amount first year: \$150.00
Maximum amount second year: \$150.00
Maximum amount third year: \$150.00

G. Retiree Benefits:

The Board agrees to allow retired employees who retire from the Linwood School District with at least ten (10) years of service in the district to continue to be enrolled in the dental and/or prescription insurance programs if they so desire. The retiree shall be responsible for paying the entire premium for his/her coverage to the Board of Education on a semi-annual basis. Once a retired employee terminates his/her participation in said plan(s) he/she shall be ineligible in re-enroll at a later date.

ARTICLE IX

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

The Board agrees to deduct from the salaries of its employees dues for the Linwood Education Association, the Atlantic County Education Association, the New Jersey Education Association or the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N. J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Linwood Employees Association 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.

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.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the firing, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

B. Savings Clause

In addition to the provisions of this Agreement, the parties agree to continue those commonly applied and mutually understood benefits of long duration. The Board shall also be nondiscriminatory, non-capricious, and reasonable in its application of policies toward each teacher.

C. Separability

If any provision of this Agreement, or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to an consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days if possible after the Agreement is signed. The Agreement shall be presented to all teachers now employed and hereafter employed.

- F. The following Articles pertain to full-time salaried aides: Section II, Article I (Work Year), Section II, Article V (Salaries), Section II, Article XIII (Sick Leave), Section II, Article XIV (Temporary Leaves), Section II, Article XV (Extended Leaves), Section II, Article XIX (Protection of Teachers) to the extent required by law.

G. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions (s) of this Agreement, it shall be delivered to either party at the following:

1. If by Association, to Board at:

Belhaven Avenue School
Linwood, N. J. 08221

2. If by Board, to Association:

President - at either home
or school address

ARTICLE XI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1995 and shall continue in effect until June 30, 1998.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

- B. In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and its Secretary, all on the day and date written below.

(Date of Signing)

For the Linwood Education Association:

For the Linwood Board of Education:

By:

By:

President

President

By:

By:

Secretary

Secretary

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ARTICLE I
TEACHER WORK YEAR

A. In-School Work Year

1. Ten (10) Month Personnel

- a. The in-school work year for teachers shall begin not later than five (5) school days after Labor Day.
- b. **School Year:** Effective 7/1/95 - 6/30/96, the teacher year will be 181 days; student days will be 180. The 1996-97 school year for teachers will be 182 days and in 1997-98, the teacher year will be 183 days.

2. Inclement Weather

- a. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

- B.** The in-school work year for teachers as agreed to in this Article shall end no later than June 30th of each school year under this contract.

ARTICLE II

TEACHING HOURS AND TEACHING LOAD

A. Length of Teacher Day

1. Check-in Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes.

The arrival and departure times for all teachers shall be designated in paragraph 2; however, their total in-school workday shall consist of not more than seven (7) hours.

2. Arrival and Dismissal Time

Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupils' school day and shall end fifteen (15) minutes after the close of the pupils' school day. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day. Exceptions are listed below.

- a. The workday may be extended to 7 hrs. and 15 minutes four times per month (excluding Fridays and days prior to holidays/vacations.)
- b. The workday for teachers may be extended until 4:00 P.M. for purposes such as in-service, meetings, and staffing twelve days per year. (not to be held on Fridays or days prior to holidays /vacations.) A minimum of three days notice will be given for any extended day to 4:00 P.M..

These exceptions shall not interfere with the conference practice presently used in the elementary schools nor the detention program in the middle school.

c. Extra Pay for Extra Service

Any teacher who is required to work beyond the regular teacher in-school work year as defined in ARTICLE VII, or beyond his total in-school work day as defined in paragraphs 1 and 2 above, while involuntarily working on

a school trip, shall be compensated at a rate of one and one-half (1-1/2) times the hourly rate (said hourly rate to be calculated at 1/1000 annual salary).

B. Teaching Load

1. Self-Contained Classes

- a. The teacher's schedule in all self-contained classes shall remain the same as the 1994-95 school year. Should the Board of Education anticipate a change in this practice, the Linwood Education Association shall be contacted and given opportunities to present solutions for consideration to these changes.

2. Departmental Classes

- a. Contact time in all departmental grades will allow flexibility to permit block of time scheduling, not to exceed 260 minutes per day. When possible a daily planning period will be scheduled.

3. Number of Preparations

Middle school teachers shall not be required to teach more than two (2) subject area(s), nor more than a total of three (3) teaching preparations, where possible when scheduling allows.

4. Continuous Teaching in Middle Schools

Middle school teachers shall not be required to teach continuously for more than four (4) periods, nor four (4) where double periods are used, where possible when scheduling allows.

C. Lunch Periods

1. Grade Level and Other

Teachers shall have a daily duty-free lunch period of at least the following lengths:

- a. Elementary School - 1 hour
- b. Middle School - 1 student lunch period minimum

- c. Other Specials - All special teachers shall have the same work load and daily duty-free lunch period as regular classroom teachers on both school levels.

D. Leaving the Building

Upon advising the principal or his/her designee, teachers may leave the building for lunch. This duty-free lunch time may be at a time agreed upon by the teacher and the building principal or, at their scheduled time. They may also leave during planning periods upon approval of the building principal or his/her designee.

E. Meetings

1. Prior to Holidays and Weekends Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school, unless an emergency meeting regarding the health or welfare of students or staff is deemed necessary.

2. **Association Right to Speak**

An Association representative may speak to the teachers during any meeting for at least five (5) minutes upon the request of the representative and after the conclusion of the regularly scheduled meeting.

3. **Notice and Agenda**

The notice of and agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meetings where practical, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

4. **Evening Meetings**

Teachers shall not be required to attend evening meetings except for the yearly open house and be available three nights during the parent conferences held in the Fall, if necessary.

F. Extra Pay

In the event of a teacher's absence from his regular assignment and where a regular substitute is needed, but not available for the day or a major part thereof, teachers may be assigned and they will be compensated at the hourly rate of 1/1,000 annual salary. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitable as possible among the teachers in said school.

G. Field Trips

Written permission for field trips shall be obtained from the superintendent to guarantee insurance coverage as a school sponsored activity. Field trips are to be educational in nature.

ARTICLE III
NON-TEACHING DUTIES

A. Intent

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

B. Application

1. List of Non-teaching Duties

Personnel other than teachers shall perform non-teaching duties and teachers shall not be required to perform the following duties:

- a. Attendance registers and any other clerical work now performed by office personnel and/or custodial functions.
- b. Correcting standardized tests used at the direction of the Board or the Administration.

2. Transportation Expenses

A teacher scheduled for inter-school travel shall be compensated at the rate of \$10.00 per month for use of his own automobile for in-district use. Pursuant to and to the extent of 18A:16-6, whenever any civil action has been or shall be brought against any person holding any office, position, or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with the cost of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all damages, losses and expenses.

ARTICLE IV

TEACHER EMPLOYMENT

A. Non-certificated Personnel

In no case shall any non-certificated employee or aide be required to perform duty solely appropriate to a certificated teacher.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule

The Board shall continue to place each teacher on his proper step of the salary schedule in accordance with paragraph 2 below. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Experience

The Board may give initial salary credit up to the fifth (5) step of any salary level on the Teacher Salary Schedule for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA or National Teacher Corps work may be given upon initial employment.

3. If a teacher is hired at a salary less than the amount indicated on the Salary Schedule for the teacher's experience, the teacher shall receive a double increment each year until the proper amount as indicated on the Salary Schedule is reached, which includes military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Corps.

C. Notification of Contract and Salary

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

ARTICLE V

SALARIES 1995 - 1998

- A. The salary of each teacher covered by this agreement is set forth in this Article.
- B. Each teacher and teaching aide along with a contract beginning September 1, to June 30, ten (10) months, shall be paid every two (2) weeks. The first pay day in September shall not be later than the second Friday of the month. Unpaid pay as of this agreement will be paid in one lump sum.
- When a pay day falls on or during a school holiday, vacation or weekend, checks shall be distributed and payable on the last previous working day, if possible.
- Teachers shall receive their final checks on the last working day in June, pending completion of all records, folders and all duties connected with closing of school. These duties shall not be of a janitorial nature.
- Ten (10%) percent of the employee's salary can be withheld for summer pay. Application for summer pay will be made before the first scheduled day of school. This agreement will be binding for the school year. Teachers will receive two equal pay checks in July and August.
- The monies withheld for summer pay will be placed in an interest-bearing account in the individual's name. The interest from this account shall be paid to the individual by the end of August.
- C. The salary guides for 1995-96, 1996-97, and 1997-98 are on the following pages.
- An additional guide for coaches and club directors is located after the salary guide. A teacher may take a leave of absence from coaching up to 2 years. Upon returning from said leave, the teacher will be given credit for the number of years already served.
- D. The salaries of teaching aides shall be increased as follows: 1995-96, 3.2%; 1996-97, 3.7%; 1997-98, 4.0% over their previous year's salary.

**Linwood Education Association
Salary Guide
1995/1998**

October 23, 1995

The attached salary guides representing the negotiated increase, (3.2% inclusive of increments for 1995-96, 3.7% inclusive of increments for 1996-97, and 4.0% inclusive of increments for 1997-98), includes longevity provisions for staff members upon reaching 25 and 30 years of teaching experience. A staff member must have reached 15 years of service to the Linwood Public Schools to be eligible for longevity compensation. It is understood that the amounts used to fund the longevity payments are to be taken from the negotiated increase.

The longevity compensation is as follows:

- Beginning at the 25th year of teaching experience (and also beginning at least the 15th year of service to the Linwood Public Schools), a staff member shall be compensated at the top of degree status on the salary guide plus \$2000.
- Beginning at the 30th year of teaching experience (and also beginning at least the 20th year of service to the Linwood Public Schools), a staff member shall compensated at the top of degree status on the salary guide plus \$4000.

- Beginning at the staff member's twenty-fifth year of experience and for each year until the thirtieth year, the salary shall be computed as the 20th step of the current salary guide plus \$2000.
- Beginning at the staff member's thirtieth year of experience and for each year thereafter, the salary shall be computed as the 20th step on the current salary guide plus \$4000.

1995/1996 SALARY GUIDE

STEP	BA	BA+15	MA	MA+15	MA+30
1	33000	33990	35010	36060	37142
2	33850	34866	35911	36989	38098
3	34500	35535	36601	37699	38830
4	35150	36204	37291	38409	39562
5	35850	36926	38033	39174	40349
6	36500	37595	38723	39885	41081
7	37200	38316	39465	40649	41869
8	37950	39088	40261	41469	42713
9	38750	39912	41110	42343	43613
10	39550	40736	41959	43217	44514
11	40350	41560	42807	44092	45414
12	41150	42384	43656	44966	46315
13	42050	43312	44611	45949	47328
14	43050	44342	45672	47042	48453
15	44050	45372	46733	48135	49579
16	45150	46504	47900	49337	50817
17	46350	447740	49173	50648	52167
18	47650	49080	50552	52068	53135
19	48950	50418	51931	53489	55094
20	50865	52391	53963	55582	56025
21	51965	53563	55205	56891	58627

1996/1997 SALARY GUIDE

STEP	BA	BA+15	MA	MA+15	MA+30
1	33250	34248	35275	36333	37423
2	34450	35484	36548	37644	38774
3	35300	36359	37450	38573	39730
4	36000	37080	38192	39338	40518
5	36700	37801	38935	40103	41306
6	37450	38574	39731	40923	42150
7	38200	39346	40526	41742	42994
8	38950	40118	41322	42562	43839
9	39700	40891	42118	43381	44683
10	40500	41715	42966	44255	45583
11	41400	42642	43921	45239	46596
12	42200	43466	44770	46113	47496
13	43100	44393	45725	47097	48509
14	44000	45320	46680	48080	49522
15	45100	46453	47847	49282	50760
16	46100	47483	48907	50375	51886
17	47200	48616	50074	51577	53124
18	48500	49955	51454	52997	54587
19	49800	51294	52833	54418	56050
20	51300	52839	54424	56057	57739
21	53365	54966	56615	58313	60179

1997/1998 SALARY GUIDE

STEP	BA	BA+15	MA	MA+15	MA+30
1	33500	34505	35540	36606	37705
2	34750	35792	36866	37972	39111
3	35950	37028	38139	39284	40462
4	36800	37904	39041	40212	41419
5	37500	38601	39759	40952	42180
6	38250	39398	40579	41797	43024
7	39000	40170	41375	42616	43895
8	39750	40942	42171	43436	44739
9	40550	41741	42993	44283	45612
10	41350	42565	43842	45157	46512
11	42150	43414	44717	46058	47440
12	43050	44316	45645	47015	48425
13	44050	45372	46733	48135	49579
14	45050	46402	47761	49194	50670
15	46050	47432	48854	50320	51830
16	47150	48564	50021	51522	53068
17	48250	49698	51188	52724	54306
18	49450	50934	52462	54035	55656
19	50750	52272	53841	55456	57120
20	53250	54848	56493	58188	59933
21	54865	56562	58310	60118	61965

SCHEDULE B

1995/96	TABLE I	TABLE II	TABLE III
1.00	\$1,548.00	\$1,030.00	\$686.00
1.10	1,702.00	1,133.00	755.00
1.20	1,857.00	1,236.00	823.00
1.30	2,012.00	1,338.00	891.00
1.40	2,166.00	1,441.00	960.00
CLUB DIRECTOR (s) \$599.00			
1996/97	TABLE I	TABLE II	TABLE III
1.00	\$1,593.00	\$1,058.00	\$705.00
1.10	1,723.00	1,163.00	775.00
1.20	1,911.00	1,269.00	845.00
1.30	2,070.00	1,375.00	916.00
1.49	2,228.00	1,479.00	985.00
CLUB DIRECTOR (s) \$614.00			
1997/98	TABLE I	TABLE II	TABLE III
1.00	\$1,660.00	\$1,102.00	\$734.00
1.10	1,826.00	1,212.00	807.00
1.20	1,992.00	1,322.00	880.00
1.30	2,158.00	1,432.00	954.00
1.40	2,326.00	1,543.00	1028.00
CLUB DIRECTOR (s) \$634.00			

TABLE I

Head Coach - Boys or Girls Basketball
 Band Director
 Interscholastic and Intramural Director

TABLE II

Head Coach - Boys or Girls Track
 Head Coach - Soccer
 Head Coach - Field Hockey
 Head Coach - Cheerleaders
 Assistant Coach - Boys or Girls Basketball

TABLE III

Assistant Coach - Boys or Girls Track

ARTICLE VI

TEACHER ASSIGNMENTS

- A. All teachers shall be given written notice of their class and/or subject assignments, and room assignments for the following year not later than the last day of school when possible.

The Superintendent shall assign all newly-appointed teachers to their specific position within that subject area and/or grade level for which the Board has appointed them.

In the event that change in teaching assignments or room assignments proposed after the last day of school, the teacher affected will be notified.

Upon request of the teacher, changes shall be promptly reviewed by the Superintendent, teacher affected and at his option a representative of the Association.

ARTICLE VII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position provided the Superintendent determines that such an assignment is in the best interest of the school system. Involuntary transfer shall not be made capriciously as a punitive action. In addition, request for voluntary transfer will be kept on file for one year and will be given nondiscriminatory consideration.

B. Notice

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practical, not later than June 1 except in case of emergency.

C. Meeting and Appeal

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

D. Priority in Reassignment

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred. Teachers being involuntarily transferred or reassigned from their present position may have preference over those seeking voluntary transfer or reassignment in regard to choice among those positions which are vacant, provided the Superintendent determines that such an assignment is in the best interest of the school system. A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position -- i.e., one which does not involve reduction in rank or in total compensation.

ARTICLE VIII

PROMOTIONS

- A. Promotions shall be made from within the staff, whenever possible. In the event a vacancy, a new position, or new program shall occur, notification of such vacancies will be posted on faculty and central bulletin boards. A teacher shall have fifteen (15) days to indicate interest. The final choice shall be made by the Board of Education.

- B. Notice of vacancies occurring during the summer recess shall be sent to each teacher certified for such a vacancy whose summer address is on file in the office. The time limit set forth above shall apply.

ARTICLE IX

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at the time of the conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

- B. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every four (4) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed in the presence of the teacher.

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are or may be used in any manner in evaluating a teacher shall be processed according the following procedure:

The principal shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally. The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint. At all times the teacher shall have the right to face his accuser before any final action shall be taken.

D. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no additional documentation and/or other material shall be added to the personnel file of such teacher after severance unless the former teacher receives a copy of the materials that are added.

ARTICLE X

TEACHER FACILITIES

A. Listing of Facilities

The Board shall continue to maintain the following facilities in each school:

1. Space for each teacher within each instructional area in which he teaches to store his instructional materials and supplies.
2. An appropriately furnished and air-conditioned room which shall be reserved for the exclusive use of teachers as a faculty lounge and work area. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
3. A serviceable desk, chair and filing cabinet for the exclusive use of each teacher in his instructional area, if space is available.
4. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the student's rest rooms.
5. Suitable, private closet space with lock and key for each teacher to store coats, overshoes and personal articles.

ARTICLE XI

ASSOCIATION-ADMINISTRATION COMMUNICATION

The Association's officers or appointed representatives shall meet with the Administrative team periodically to review and discuss local school problems and practices.

One meeting is to be held before December 1, and the second meeting before April 1, as a minimum.

ARTICLE XII

SICK LEAVE

All teachers employed shall be entitled to ten (10) days sick leave each school year as of the first official day of said school year whether or not they report for duty on that day.

Unused sick leave days shall be accumulated from year to year with no maximum limit.

Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each year.

Accumulated sick leave at the time of retirement at a rate of \$50.00 per day shall be made for all days (in excess of 60 days), including the first 60 days, not to exceed \$7,500.00. A teacher will receive an additional \$25.00 per day for every day over 150, (no limit).

The retiree must have 15 years of service in Linwood and notice of retirement must be given by December 1 preceding retirement for payment to be made by July 30th. If retiree wishes to defer payment from July 30th to the following year, he may do so by notifying the Superintendent in writing at the time of retirement. Payment will then be made by January 30th of the following year.

All unused sick leave benefits will be paid to the teacher's estate upon his or her death, provided that the individual meets the years of service requirement.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the school year, teachers shall be entitled to the following temporary non-accumulated leaves of absence with full pay each school year:
1. Two (2) days leave of absence for personal business, legal business, household or family matters which require absence during school hours. The applicant for such shall not be required to state the reason for take such leave other than that he is taking it under this section. Personal days are not intended for recreational purposes. In case of emergencies where extended days are necessary, the Board agrees to receive and act on requests for additional days beyond those presently in the contract. The teacher shall give two (2) days notice when reasonable to do so, except in the event of an emergency. If a personal day is requested two (2) days before or after a holiday, or recess, then bonafide reasons by the teacher requesting such leave must be provided in writing to the Superintendent for approval. It is understood by both parties to this Agreement that personal leave is not intended to extend time off due to a holiday or recess. If a personal day is not used, the employee will be given a 1/2 sick day credit towards unused sick days.
 2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.
 3. Up to five (5) days in any one year in the event of death or serious illness of a teacher's spouse, child, son-in-law, parent, father-in-law, mother-in-law, daughter-in-law, brother, sister, sister-in-law, brother-in-law and other members of the immediate household or for religious holidays. Teachers shall be granted up to one (1) day in any one year in the event of death of a teacher's friend or relative outside the teacher's immediate family as defined above. This day will be included as one of the five (5) days. In the event of the death of a teacher or student in the Linwood School District, the principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.
 4. Professional days shall be used for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with the approval of the Superintendent.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

A. Association

The Board agrees that up to two (2) teachers designated by the Association shall, upon request, be granted a leave of absence without pay of up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.

B. International and Federal Programs

A leave of absence without pay of up to two (2) years shall, at the Superintendent's discretion, be granted to any teacher who joins the Peace Corps, Vista, National Teacher Corps, or who serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

C. Professional Improvement

No more than ten percent (10%) of all tenure teachers shall, at the Superintendent's discretion, be granted a leave of absence without pay for up to one (1) year to teach in an accredited college, university or other private school while obtaining a Master's or Doctor's degree.

D. Illness in Family

A leave of absence without pay of up to two (2) years shall, at the Superintendent's discretion, be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

E. Good Cause

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

F. Return From Leave

1. Salary

Upon return from leave granted pursuant to this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave, except under paragraph A, D and E above, and shall be placed on the Salary Schedule at the level he would have achieved if he had not been absent. It is understood that all leaves may be granted only to tenured teachers. In addition, subject to the Board's master agreement with its insurance carrier (s) each teacher on approved leave will be entitled to pay to the Board, the group premium rate for continued insurance coverage during such leave(s).

2. Benefits

All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credit toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position of benefits which he held at the time said leave commenced, if available, or if not, to newly acquired benefits. Time spent on sabbatical leave cannot be considered as in-service time toward future sabbatical eligibility.

G. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing at least 60 days prior to the culmination of the existing leave. If approved by the Board, request will be granted.

H. Procedure to Apply for Extended Leaves of Absences

Requests for leave must be received by the Superintendent, in writing, no later than December 1st and action must be taken on all such requests no later than February 1st, of the school year preceding the school year for which the leave is requested except in cases of maternity, other emergency medical needs or as N.J. State law so dictates (i.e. parenting, fostering).

ARTICLE XV
SABBATICAL LEAVES

A. Purpose

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

B. Conditions

Sabbatical leave may be granted, subject to the following conditions:

1. Percentage of Teachers

Two qualified applications may be granted at any one time.

2. Requests

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

3. Minimum Time to Qualify

The teacher must have completed at least seven (7) full years of continuous service in the Linwood School District, except that unpaid maternity leave and unpaid leave for illness of a member of the teacher's immediate family shall be considered as not breaking the continuous service requirement, but such time on these leaves shall not be counted for creditable continuous service toward sabbatical eligibility.

4. Pay

A teacher on approved sabbatical leave for one-half (1/2) or for one (1) full school year shall be entitled to receive sixty percent (60%) of the salary which he would have received if he had remained on active duty.

5. Return

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence and he shall be credited with all other benefits for which he would have been entitled during the period of his leave and continuing thereafter upon his return. A teacher on sabbatical leave must return to the Linwood School system for a minimum of two (2) years or forfeit any salary and/or benefits paid while on such leave, i.e., the teacher accepts liability to pay the Board for such monies accepted during sabbatical leave.

ARTICLE XVI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests and needs.
- B. The Board agrees to implement the following:
1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required by the Administration to take.
 2. The board will pay the full cost for six graduate credits per year, plus expenses for books, general service charges, student center fee and student activity fee conditioned upon prior approval of the Superintendent and the teacher receiving a grade of "B or better." Reimbursement will be at the Rowan College rate. Reimbursement for undergraduate courses will be conditioned upon the Superintendent's approval and obtaining a grade of "B or better." Undergraduate courses will not be counted towards movement on the salary guide.
 3. To provide fifteen (\$15) per teacher for the purchase of educational material at the N.J.E.A. Convention. Receipt of purchases shall be submitted to the Superintendent by the teachers no later than five (5) school days after the N.J.E.A. Convention.

ARTICLE XVII

SUPERVISION OF STUDENT TEACHERS

A. Voluntary Participation

Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.

B. Assignments

A cooperating teacher shall not involuntarily be given additional assignments outside of his regular responsibilities during the period he is supervising a student teacher.

ARTICLE XVIII

PROTECTION OF TEACHERS

A. Legal Assistance

1. The Board shall give full support including legal and other assistance for any assault upon a teacher while acting in the discharge of his duties, per Title 18A:16-6.

2. Leave

When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits to a maximum of one (1) year less payments for Workmen's Compensation.

3. Reasonable Force

As specified in 18A:6-1, a teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary; to quell disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

4. Reimbursement for Personal Property Damage

The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher or while the teacher was acting in the discharge of his duties within the scope of his employment. This article pertains to out of the ordinary situations. These may include, but not be limited to, blood from an injured or sick individual, vomit from the same, or ripped clothing from assisting an injured or falling individual.

5. Medical

The Board carrier shall reimburse a teacher for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment.

6. Workmen's Compensation

The Board shall purchase Workman's Compensation Insurance. Teachers shall be reimbursed for medical, surgical, or hospital services as a result of an injury sustained in the course of the employment that is eligible under the policy.

B. Reporting Assaults

1. Principal or Immediate Superior

Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

ARTICLE XIX

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

Article found in teacher's handbook. The L.E.A. must be notified of any changes in the discipline procedures.

ARTICLE XX

PERSONAL AND ACADEMIC FREEDOM

A. Personal

The Board recognizes the right of privacy in the personal life of a teacher and the protection of these rights by law.

B. Citizenship

Teachers shall be entitled to full rights to citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

C. Academic

The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Linwood School District, and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

1. Personal Opinion

In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration, or the Board.

ARTICLE XXI

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. Incidental supplies for classroom use can be purchased upon prior approval of the Superintendent. Expenditures from petty cash cannot exceed \$15.00

SECTION III: CAFETERIA

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ARTICLE I
WORK SCHEDULE

A. Schedules

1. September 1st - June 30th

- a. The work hours for cafeteria employees shall be as shown on Schedule B attached hereto and made a part hereof. The starting and ending times may be changed, but the length of the day will stay the same.
2. All cafeteria employees shall be assigned to work a regular location and hours. Changes to an employee's working location shall be by mutual agreement whenever possible.
3. Clean-up Period - Cafeteria employees shall be granted a ten (10) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean-up.
4. Cafeteria employees scheduled for more than six hours per day shall have a 30 minute lunch period as a part of their work day. Employees scheduled for more than four hours per day shall be entitled to a 15 minute break.
5. The work year shall not exceed 182 days.

B. Call Time and Overtime

1. Any cafeteria employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of one (1) hour. This shall not apply to regular work not completed during the employee's normal shift unless he was taken from his job and not given proper time to complete it.
2. Overtime shall be paid at the rate of one and one-half (1-1/2) the cafeteria employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. For the purpose of determining the work week of 40 hours, the following shall count as regular work days:
 - a. Holidays
 - b. Paid sick days
 - c. Paid personal days
 - d. Paid vacation days
 - e. Other approved paid leaves

SCHEDULE B
SCHOOL SERVICE PERSONNEL

WORK SCHEDULE

See Page 63 for school Service Personnel hours and salary schedule.

ARTICLE II
EMPLOYMENT PROCEDURES

A. Non-Tenure Dismissal

1. Procedures for the termination of employment of a non-tenure employee shall be developed by the Superintendent.
2. The procedures shall insure that the cafeteria employee has the privilege of making an appeal to the Superintendent or his designee, and a hearing before the Board of Education when terminated. A terminated cafeteria employee shall receive 30 days notice of termination or two (2) weeks pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year.

B. Notification of Contract and Salary

Cafeteria employees shall be notified of their contract and salary status for the ensuing year no later than May 15th.

C. Assigned Duties

At no time shall the Board or any Agent thereof, assign or direct any cafeteria employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description, except in emergency as determined by the Administration.

- D. After the first anniversary of employment, the employee shall be reimbursed \$35.00 for the cost of background check and finger-printing.

ARTICLE III

REDUCTION IN RANK OR JOB CLASSIFICATION

- A. Cafeteria employees shall not be reduced in rank or job classification without just cause.
- B. Any cafeteria employee reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent or his designee reasons for such reduction not later than fifteen (15) working days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in rank or job classification, or of the date on which the cafeteria employee was formally notified.

ARTICLE IV

SENIORITY AND JOB SECURITY

A. School District seniority for the purposes of cafeteria employees is defined as service by appointed cafeteria employees in the School District in the collective bargaining unit covered by this Agreement. Such an appointed employee shall lose all accumulated School District seniority only if he:

1. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.

Any anticipated or planned reduction in force shall not be implemented or take effect without ninety (90) day prior notice to the Association. Following the notice, a meeting between the Board and the Association shall occur at least thirty (30) days prior to the effective date of such anticipated or planned reduction in force.

B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, cafeteria employees shall be laid off in the inverse order of seniority of the employees in the department involved at the work location, consistent with Title 18A:17-4:

1. At least 14 days before being laid off, an appointed cafeteria employee shall be informed of all vacancies in any other work locations in his classification in the department in which he holds an appointment, for the purpose of giving him an opportunity, to be exercised within said 14 days, to fill such vacancy. If he requests appointment to such vacancy, he shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he shall be assigned to the vacancy designated by the department. In the event more than one appointed cafeteria employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid-off cafeteria employees with the highest seniority shall first be assigned to the vacancies involved.
2. In the event that there is no such vacancy, then the laid-off cafeteria employee shall, within said 14 days, be entitled to displace the appointed cafeteria employee with the least seniority in the same classification in any other work location in the department, or at his option, he may displace the appointed cafeteria employee with the least seniority in a lesser seniority than he. Such displacing employee shall be paid the rate of pay of the position which he takes

as above.

3. The department shall furnish to each such laid-off employee before said 14 days, information as to work locations of the classifications and lesser classifications the duties of which such employee is capable of performing as above so that he shall be in a position promptly to exercise his rights under sub-paragraphs 1 and 2 above.
 4. Each appointed cafeteria employee who is displaced shall similarly have 14 days from the date of notice of his displacement to exercise his seniority rights, as set forth in sub-paragraphs 1 and 2 above.
- C. Displacing appointed cafeteria employees who have accepted assignments to vacancies in classifications lower than the classifications they held immediately prior to the occasions which resulted in their displacing other employees shall be entitled to be assigned, in the order of their departmental seniority, to the first vacancies available in their former classifications.
- D. In the event that within 6 months from the date of his lay off a vacancy occurs in the classification of his last appointment in the department from which he was laid off, or in a lesser classification in the same line of work in the department, a laid-off cafeteria employee shall be entitled to recall thereto in the order of his departmental seniority.
- E. Notice of recall to work shall be addressed to such employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within 14 days from receipt of such notice of recall the employee shall notify the Director of the department involved in writing, whether or not he desires to return to the work involved in the recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within 14 days from the date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of the department or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall. If upon notice of recall the cafeteria employee fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to the work involved in the recall notice.
- F. Seniority shall not be accumulated during the period of lay off. Upon recall the

appointed employee shall have his accumulated seniority to the date of lay off.

G. A cafeteria employee who is discharged or laid off shall have 10 calendar days within which to file a written grievance under Section I, Article IV hereof. In the event that no written grievance is filed within said time, the lay off or discharge shall be final and such employee shall have no recourse through the grievance procedure.

H. After two (2) years of uninterrupted continuous service each cafeteria employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960 (18A:17-3 and 18A:17-4).

This section shall be retroactive upon the signing of this agreement.

ARTICLE V

SALARIES

Salary Schedule

The salary of each cafeteria employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

SCHEDULE A

LINWOOD SCHOOLS CAFETERIA PERSONNEL							
Employee	Hrs.	'95-'96 Hrly Rate	'95-'96 Salary	'96-'97 Hrly Rate	'96-'97 Salary	'97-'98 Hrly Rate	'97-'98 Salary
A.	2.0	\$ 12.38	\$ 4506	\$ 12.73	\$ 4634	\$ 13.13	\$ 4806
B.	4.0	\$ 9.04	\$ 6545	\$ 9.39	\$ 6836	\$ 9.79	\$ 7166
C.	3.5	\$ 9.66	\$ 6120	\$ 10.01	\$ 6376	\$ 10.41	\$ 6668
D.	4.0	\$ 7.29	\$ 5278	\$ 7.64	\$ 5562	\$ 8.04	\$ 5885
E.	3.0	\$ 7.29	\$ 3958	\$ 7.64	\$ 4171	\$ 8.04	\$ 4414
TOTALS	16.5	\$ 45.66	\$ 26407	\$ 47.41	\$ 27579	\$ 49.38	\$ 28939

1995 - 1996 includes an increase of \$.29 per hour (Average of 3.2%).
All salaries are based on 181 days

1996 - 1997 includes an increase of \$.35 per hour (Average of 3.7%)
All salaries are based on 182 days

1997 - 1998 includes an increase of \$.40 per hour (Average of 4.0%)
All salaries are based on 183 days

ARTICLE VI

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date

No later than May 15th of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Filing Requests

Cafeteria employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than April 30th.

3. Posting

As soon as practicable, and no later than June 15th, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all cafeteria employees who have been reassigned or transferred and the nature of such reassignment or transfer.

B. Criteria for Assignment

No request shall be denied arbitrarily, capriciously, or without basis in fact. If a cafeteria employee's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which such employee can be transferred or an adequate replacement for the cafeteria employee cannot be obtained. If more than one such employee has applied for the same position, the determination as to which employee shall receive it shall be made by a joint committee consisting of two (2) persons appointed by the principal or immediate superior of the position in question, two (2) persons appointed by the Association and the Superintendent of schools.

ARTICLE VII
COMPLAINT PROCEDURE

Procedural Requirement

Any complaints regarding a cafeteria employee to any member of the administration by an parent, student, or other person which does or may influence evaluation of such an employee shall be processed according to the procedure outlined below.

Meeting with Principal or Immediate Superior

The principal or immediate superior shall meet with the cafeteria employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

Right to Representation

The cafeteria employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

Procedure

Step 1

Any complaint unresolved may be submitted in writing by the complainant or the cafeteria employee to the building principal or counterpart supervisor who shall forth with forward a copy to the Superintendent or his designee and the complainant.

Step 2

Upon receipt of the written complaint the Superintendent or his designee shall confer with all parties. The cafeteria employee shall have the right to be present at all meetings of the Superintendent or his designee and the complainant.

Step 3

Any complaint unresolved under Step 2 may be submitted by the cafeteria employee to the grievance procedure as set forth in Section I, Article IV of this Agreement and shall commence at Level 3.

ARTICLE VIII

EMPLOYEE FACILITIES AND EQUIPMENT

All cafeteria employees, where applicable, shall be provided with the appropriate equipment necessary to do a high quality of work.

1. \$400.00 total sum per year will be set aside for aprons, footwear and other approved equipment purchases. The clothing allowance of \$400.00 per contract year will be interpreted as allowing payment for damaged clothing in the line of completing the duties as part of the cafeteria employment. If, in the event, the \$400.00 for a given year is exhausted, the cafeteria employee shall be able to enter a voucher for the next contract year to cover their loss.

ARTICLE IX

SICK LEAVE

A. Accumulative

As of July 1, 1974, all cafeteria employees employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Notification of Accumulation

Cafeteria employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

C. Unused Sick Leave Compensation

Upon retirement after ten (10) consecutive years in the Linwood Public School system as cafeteria person, the person or his heirs shall be compensated for accumulated unused sick days subject to the following conditions.

1. Only days earned in service in Linwood Public Schools shall be counted.
2. Only those days in excess of fifty (50) days shall be compensated.
3. Compensation shall be at the rate of 50% of daily rate of pay.
4. Maximum compensation shall be \$5,000.00
5. Payment shall be made July 30th subsequent to 12/1 notice of intent to retire.

ARTICLE X

PROTECTION OF EMPLOYEES

Cafeteria employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

An cafeteria employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil...in the absence of a certificated person.

Whenever any action is brought against a cafeteria employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the employee.

1. The Board shall give full support including legal and other assistance for any assault upon such employee while acting in the discharge of his duties.
2. When absences arises out of or from such assault or injury, such an employee shall not forfeit any sick leave or personal leave.
3. Benefits derived under this or subsequent Agreements shall be covered by Workmen's Compensation until the complete recovery of any cafeteria employee when absence arises out of or from assault or injury.
4. Cafeteria employees shall immediately report cases of assault suffered by them inconnection with their employment to their principal or other immediate superior.
5. If criminal or civil proceedings are brought against a cafeteria employee alleging that he committed an assault in connection with his employment, such employee may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the employee prevails in the proceedings, then the Board shall reimburse the cafeteria employee for counsel fees incurred by him in his own defense.
6. The Board shall reimburse cafeteria employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault

suffered by such an employee or while the employee was acting in the discharge of his duties within the scope of his employment.

7. The Board shall purchase Workman's Compensation Insurance. Cafeteria employees shall be reimbursed for medical, surgical or hospital services incurred as the result of any injury sustained in the course of the employment that is eligible under the policy.

SECTION IV: CUSTODIAL

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ARTICLE I
WORK SCHEDULE

A. Schedules

1. September 1st - June 30th

- a. The work hours for custodial employees shall be as shown on Schedule B attached hereto and made a part hereof. The starting and ending times may be changed, but the length of day will stay the same.

2. July 1st - August 31st

- a. The work hours shall be 7:00 A.M. - 3:30 P.M. - 30 minute lunch period.

- 3. All custodial employees shall be assigned to work a regular location and hours. Changes to such an employee's working location shall be by mutual agreement whenever possible.
- 4. Clean-up Period - Custodial employees shall be granted a ten (10) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean-up.

B. Call Time and Overtime

- 1. Any custodial employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of one (1) hour. This shall not apply to regular work not completed during the employee's normal shift unless he was taken from his job and not given proper time to complete it.
- 2. Overtime shall be paid at the rate of one and one-half (1-1/2) the custodial employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. For the purpose of determining the work week of 40 hours, the following shall count as regular work days:
 - a. Holidays
 - b. Paid sick day
 - c. Paid personal days
 - d. Paid vacation days
 - e. Other approved paid leaves

C. Vacation Schedule

1. Vacation eligibility shall be determined as of July 1st of each year.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.
3. Custodial employees shall be eligible for vacations on the following basis:
 - a. Over one year but less than ten (10) years of service - ten (10) working days.
 - b. Over ten (10) years - fifteen (15) working days.
 - c. Vacation days for custodians with 20 years experience to be increased to 17 days per year.

D. Holiday Schedule

January 1st, known as New Year's Day
The 3rd Monday in January known as Martin Luther King's Birthday
February 12th, known as Lincoln's Birthday
The 3rd Monday in February, known as Washington's Birthday
The last Monday in May, known as Memorial Day
The day designated and known as Good Friday
July 4th, known as Independence Day
The first Monday in September, known as Labor Day
The second Monday in October, known as Columbus Day
The fourth Monday in October, known as Veteran's Day
The fourth Thursday in November, known as Thanksgiving Day
The fourth Friday in November (the day after Thanksgiving Day)
December 25th, known as Christmas Day
Any General Election day in this state

Another day may be substituted in place of any of the above prescribed holidays upon mutual agreement of the Superintendent and the Custodial Supervisor.

SCHEDULE B

WINTER WORK SCHEDULE

Maintenance Men

- | | | | |
|----|------------------------|-----------|--------|
| 1. | 7:00 A.M. - 12:00 Noon | 5.0 hrs.) | |
| | 1:00 P.M. - 4:00 P.M. | 3.0 hrs.) | 8 hrs. |

Belhaven Avenue School

- | | | | |
|----|----------------------------|-----------|--------|
| 1. | 7:00 A.M. - 12:00 Noon | 5.0 hrs.) | |
| | 1:00 P.M. - 4:00 P.M. | 3.0 hrs.) | 8 hrs. |
| 2. | 10:00 A.M. - 6:00 P.M. | 8 hrs. | |
| 3. | 4:00 P.M. - 12:00 Midnight | 8 hrs. | |
| 4. | 4:00 P.M. - 12:00 Midnight | 8 hrs. | |
| 5. | 4:00 P.M. - 12:00 Midnight | 8 hrs. | |

Seaview School

- | | | | |
|----|------------------------|-----------|--------|
| 1. | 7:00 A.M. - 12:00 Noon | 5.0 hrs.) | |
| | 1:00 P.M. - 4:00 P.M. | 3.0 hrs.) | 8 hrs. |
| 2. | 11:00 A.M. - 8:00 P.M. | 8 hrs. | |
| 3. | 5:00 P.M. - 8:30 P.M. | 3.5 hrs. | |
| 4. | 8:00 P.M. - 11:30 P.M. | 3.5 hrs. | |

July 1st to August 31st:

- | | | | |
|--|----------------------------|--------|--|
| | 7:00 A.M. - 3:30 P.M. | 8 hrs. | |
| | (Includes 30 minute lunch) | | |

ARTICLE II

OVERTIME

Overtime: Defined as any time spent by custodial employees at regular duties or other assigned duties, consistent with this Agreement, either before/after regular daily work hours; or any day other than provided in the regular work year.

1. All overtime spent shall be mutually agreed to by such employee and immediate superior.
2. All overtime will be rounded to the nearest quarter (1/4) hour at end of each pay period. This will be remunerated at the rate of one and one half (1-1/2) the hourly salary.

Exception to this rule will be Sundays and holidays. Then the rate would be twice the hourly salary.

3. Overtime will be assigned primarily on seniority within a given school basis except for maintenance men. A monthly availability list will be given the Superintendent by the President of the Association.

The employer has the right to make assignments:

- a. in urgent situations
- b. to insure necessary specialty skills and qualifications
- c. to reject an unfit or physically incapable employee's request.

ARTICLE III

EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Each custodial employee shall be placed on his proper step of the salary schedule as of the beginning of the 1995-96 school year. Any custodial employee employed prior to February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Non-Tenure Dismissal

1. The procedures shall insure that such employee has the privilege of making an appeal to the Superintendent or his designee, and a hearing before the Board of Education when terminated. A terminated custodial employee shall receive 30 days notice of termination or two (2) weeks pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year.

C. Resignation

1. A custodial employee who is resigning from his position shall give the normal 30 day notice. The Board may give any resigning employee two (2) weeks pay and dismiss immediately upon receipt of notice of resignation.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.

3. If the full 30 day notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, twenty (20) full working days shall be used in calculating the amount of notice given by the custodial employee.

D. Notification of Contract and Salary

Custodial employees shall be notified of their contract and salary status for the ensuing year no later than April 30th.

E. Assigned Duties

At no time shall the Board or any Agent thereof, assign or direct any custodial employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description, except in emergency as determined by the Administration.

ARTICLE IV

REDUCTION IN RANK OR JOB CLASSIFICATION

- A. Employees shall not be reduced in rank or job classification without just cause.

- B. Any custodial employee reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent or his designee reasons for such reduction not later than fifteen (15) working days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in rank or job classification, or of the date on which the custodial employee was formally notified.

ARTICLE V

SENIORITY AND JOB SECURITY

- A. School District seniority for the purposes of custodial employees is defined as service by appointed custodial 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:
1. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.

Any anticipated or planned reduction in force shall not be implemented or take effect without ninety (90) day prior notice to the Association. Following the notice, a meeting between the Board and the Association shall occur at least thirty (30) days prior to the effective date of such anticipated or planned reduction in force.

- B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, custodial employees shall be laid off in the inverse order of seniority of the employees in the department involved at the work location, consistent with Title 18A:17-4:
1. At least 14 days before being laid off, an appointed custodial employee shall be informed of all vacancies in any other work locations in his classification in the department in which he holds an appointment, for the purpose of giving him an opportunity, to be exercised within said 14 days, to fill such vacancy. If he requests appointment to such vacancy, he shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he shall be assigned to the vacancy designated by the department. In the event more than one appointed custodial employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid-off custodial employees with the highest seniority shall first be assigned to the vacancies involved.
 2. In the event that there is no such vacancy, then the laid-off custodial employee shall, within said 14 days, be entitled to displace the appointed custodial employee with the least seniority in the same classification in any other work location in the department, or at his option, he may displace the appointed custodial employee with the least seniority in a lesser seniority than he. Such displacing employee shall be paid the rate of pay of the position which he takes

as above.

3. The department shall furnish to each such laid-off employee before said 14 days, information as to work locations of the classifications and lesser classifications the duties of which such employee is capable of performing as above so that he shall be in a position promptly to exercise his rights under sub-paragraphs 1 and 2 above.
 4. Each appointed custodial employee who is displaced shall similarly have 14 days from the date of notice of his displacement to exercise his seniority rights, as set forth in sub-paragraphs 1 and 2 above.
- C. Displacing appointed custodial employees who have accepted assignments to vacancies in classifications lower than the classifications they held immediately prior to the occasions which resulted in their displacing other employees shall be entitled to be assigned, in the order of their departmental seniority, to the first vacancies available in their former classifications.
- D. In the event that within 6 months from the date of his lay off a vacancy occurs in the classification of his last appointment in the department from which he was laid off, or in a lesser classification in the same line of work in the department, a laid-off custodial employee shall be entitled to recall thereto in the order of his departmental seniority.
- E. Notice of recall to work shall be addressed to such employees' last address appearing on the records of the School District, by certified mail, return receipt requested. Within 14 days from receipt of such notice of recall the employee shall notify the Director of the department involved in writing, whether or not he desires to return to the work involved in the recall.

If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within 14 days from the date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of the department or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.

If upon notice of recall the custodial employee fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to the work involved in the recall notice.

F. Seniority shall not be accumulated during the period of lay off. Upon recall the appointed custodial employee shall have his accumulated seniority to the date of lay off.

G. A custodial employee who is discharged or laid off shall have 10 calendar days within which to file a written grievance under Section I, Article IV hereof. In the event that no written grievance is filed within said time, the lay off or discharge shall be final and such employee shall have no recourse through the grievance procedure.

After two (2) years of uninterrupted continuous service each custodial employee shall be appointed for an unfixd term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960 (18A:17-3 and 18A:17-4).

This section shall be retroactive upon the signing of this agreement.

ARTICLE VI

SALARIES

A. Salary Schedule

The salary of each custodial employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

SCHEDULE A
CUSTODIAL AND MAINTENANCE STAFF
1995 - 1996

Employee Code	Yrs. Exp.	1994-95 Base	Increase	1995-96 Base	Longevity	Black Seal	1995-96 Salary
A. C	6	22075	857	22932		400	23332
B. C	21	33553	857	34410	600	400	35410
C. C	11	26530	857	27387	300		27687
D. M	9	28475	857	29332			29332
E. M	14	30272	857	31129	300		31429
F. C	2	17653	857	18510		400	18910
G. C	12	26530	857	27387	300		27687
H. C	5	20354	857	21211			21211
I. CS	20	35539	857	36396	600+4200	400	41596
TOTALS		240981	7713	248694	6300	1600	256594

CODES: C - Building Custodian
M - Maintenance
CS - Custodial Supervisor

$$\text{\$ } 240981 \times 3.2\% = \text{\$ } 7711 / 9 = \text{\$ } 857$$

Black Seal: \$ 400

Longevity: After 10 years in Linwood - \$ 300
After 15 years in Linwood - \$ 600

Custodial Supervisor: \$ 4200

Starting Salary: \$ 17243

SCHEDULE A
CUSTODIAL AND MAINTENANCE STAFF
1996 - 1997

Employee Code	Yrs. Exp.	1995-96 Base	Increase	1996-97 Base	Longevity	Black Seal	1996-97 Salary
A. C	7	22932	1022	23954		400	24354
B. C	22	34410	1022	35432	600	400	36432
C. C	12	27387	1022	28409	300		28709
D. M	10	29332	1022	30354	300		30654
E. M	15	31129	1022	32151	600		32751
F. C	3	18510	1022	19532		400	19932
G. C	13	27387	1022	28409	300		28709
H. C	6	21211	1022	22233			22233
I. CS	21	36396	1022	37418	600+4700	400	43118
TOTALS		248694	9198	257892	7400	1600	266892

CODES: C - Building Custodian
M - Maintenance
CS - Custodial Supervisor

$$\text{\$ } 248694 \times 3.7\% = \text{\$ } 9202 / 9 = \text{\$ } 1022$$

Black Seal: \$ 400

Longevity: After 10 years in Linwood - \$ 300
After 15 years in Linwood - \$ 600

Custodial Supervisor: \$ 4700

Starting Salary: \$ 17243

SCHEDULE A
CUSTODIAL AND MAINTENANCE STAFF
1997 - 1998

Employee Code	Yrs. Exp.	1996-97 Base	Increase	1997-98 Base	Longevity	Black Seal	1997-98 Salary
A. C	8	23954	1142	25096		400	25496
B. C	23	35432	1142	36574	600	400	37574
C. C	13	28409	1142	29551	300		29851
D. M	11	30354	1142	31496	300		31796
E. M	16	32151	1142	33293	600		33893
F. C	4	19532	1142	20674		400	21074
G. C	14	28409	1142	29551	300		29851
H. C	67	22233	1142	23375			23375
I. CS	22	37418	1142	38560	600+5200	400	44760
TOTALS		257892	10278	268170	7900	1600	276670

CODES: C - Building Custodian
M - Maintenance
CS - Custodial Supervisor

$\$ 257892 \times 4\% = \$ 10316 / 9 = \$ 1142$

Black Seal: \$ 400

Longevity: After 10 years in Linwood - \$ 300
After 15 years in Linwood - \$ 600

Custodial Supervisor: \$ 5200

Starting Salary: \$ 17243

ARTICLE VII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date

No later than May 15th of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Filing Requests

Custodial employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than April 30th.

3. Posting

As soon as practicable, and no later than June 15th, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all custodial employees who have been reassigned or transferred and the nature of such reassignment or transfer.

B. Criteria for Assignment

No request shall be denied arbitrarily, capriciously, or without basis in fact. If a custodial employee's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which such employee can be transferred or an adequate replacement for the employee cannot be obtained. If more than one such custodial employee has applied for the same position, the determination as to which employee shall receive it shall be made by a joint committee consisting of two (2) persons appointed by the principal or immediate superior of the position in question, two (2) persons appointed by the Association and the Superintendent of schools.

ARTICLE VIII
COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding a custodial employee to any member of the administration by any parent, student, or other person which does or may influence evaluation of such an employee shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Superior

The principal or immediate superior shall meet with the custodial employee to apprise such employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The custodial employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Procedure

Step 1.

Any complaint unresolved may be submitted in writing by the complainant or the custodial employee to the building principal or counterpart supervisor who shall forthwith forward a copy to the Superintendent or his designee and the complainant.

Step 2.

Upon receipt of the written complaint the Superintendent or his designee shall confer with all parties. The custodial employee shall have the right to be present at all meetings of the Superintendent or his designee and the complainant.

Step 3.

Any complaint unresolved under Step 2 may be submitted by the custodial employee to the grievance procedure as set forth in Section I, Article IV of this Agreement and shall commence at Level 3.

ARTICLE IX

EMPLOYEE FACILITIES AND EQUIPMENT

All custodial employees, where applicable, shall be provided with the appropriate equipment necessary to do a high quality of work.

The Board further agrees to supply suitable coveralls in each building for use by employees covered under this contract.

The Board shall provide to each custodial/maintenance employee three (3) sets of uniforms (pants and shirts) to be worn while working at schools. As uniform is in need of replacing, the uniform is to be turned in to the administration to verify the need to replace it. Upon approval a new uniform will be supplied. Employees shall be consulted regarding the exact type and style of uniform prior to the Board making a final determination. All uniforms are to be turned in upon leaving the district.

ARTICLE X

SICK LEAVE

A. Accumulative

As of July 1, 1974, all custodial employees employed shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day.

Unused sick leave days shall be accumulated from year to year with not maximum limit.

B. Notification of Accumulation

Custodial employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

C. Unused Sick Leave Compensation

Upon retirement after ten (10) consecutive years in the Linwood Public School system as custodian or maintenance person, the retiring custodian or maintenance person or his heirs shall be compensated for accumulated unused sick days subject to the following conditions:

1. Only days earned in service in Linwood Public Schools shall be counted.
2. All days in excess of 60 days, including the first 60 days, shall be compensated.
3. Compensation shall be at the substitute's custodian/maintenance daily rate of pay at time of notification of intent to retire.
4. Maximum compensation shall be \$5,000.
5. Payment shall be made July 30 subsequent to 12/1 notice of intent to retire.

ARTICLE XI

PROTECTION OF EMPLOYEES

- A. Custodial employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

- B. A custodial employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil...in the absence of a certificated person.

- C. Whenever any action is brought against a custodial employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall re-imburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of such employee.

- D.
 - 1. The Board shall give full support including legal and other assistance for any assault upon the custodial employee while acting in the discharge of his duties.

 - 2. When absence arises out of or from such assault or injury, a custodial employee shall not forfeit any sick leave or personal leave.

 - 3. Benefits derived under this or subsequent Agreements shall be covered by Workmen's Compensation until the complete recovery of any custodial employee when absence arises out of or from assault or injury.

- E. Custodial employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

- F. If criminal or civil proceedings are brought against a custodial employee alleging that he committed an assault in connection with his employment, such employee may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and such employee prevails in the proceedings, then the Board shall reimburse such employee for counsel fees incurred by him in his own defense.

The Board shall reimburse custodial employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by such an employee or while the employee was acting in the discharge of his duties within the scope of his employment.

H. Workmen's Compensation

The Board shall purchase Workmen's Compensation Insurance. Custodial employees shall be reimbursed for medical, surgical, or hospital services as a result of an injury sustained in the course of the employment that is eligible under the policy.