

**AGREEMENT**

**between the**

**DELRAN**

**BOARD OF EDUCATION**

**and the**

**DELRAN**

**EDUCATION ASSOCIATION**

**2013-2016**

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## **ARTICLE I --- Agreement**

- A. This agreement approved and entered into this June 30, 2013, between the Delran Township Board of Education (hereinafter referred to as "the Board") and the Delran Education Association (hereinafter referred to "the Association") is intended to delineate areas of mutual agreement and to extend avenues of communication among the Board, administration, professional and support staff as represented by the Association.
- B. The provisions of the agreement shall be effective as of July 1, 2013, and remain in full force and effect until June 30, 2016.
- C. It is recognized by both the Board and the Association that this agreement is entered in good faith and that both parties will cooperative in carrying out this agreement within the limitations of the laws of the State of New Jersey.

## **ARTICLE II --- Recognition**

- A. The Delran Township Board of Education, pursuant to Chapter 123, Public Laws of New Jersey, 1974, hereby recognizes the Delran Education Association as the exclusive negotiating representative for all certified personnel and support staff for the purpose of collective negotiations excluding the superintendent, principals, Assistant to the Board Secretary, substitutes, aides, and all other administrative positions created for the duration of this contract. The following are included: teachers, specialists, nurses, librarians, non-certified subject matter area coordinators, guidance counselors, athletic trainers secretaries, clerks, library assistants, non-print media clerks, , keypunch-computer operator, instructional aides, utility, custodians, groundskeepers, maintenance, bus drivers, mechanics, mechanic helper, and any equivalent positions which may be created by the Board.
- B. Definitions
  - 1. Unless otherwise indicated, the term "Negotiations Unit Member" (NUM), "employee", and "member" when used in this agreement shall refer to all employees represented by the Delran Education Association in the negotiations unit above defined.
  - 2. Unless otherwise indicated, the term "teacher" when used in this agreement shall refer to all those employees who are required to hold appropriate certificates issued by the State Board of Examiners.
  - 3. Unless otherwise indicated, the term "support staff" and "educational support professionals" (ESP) when used in this agreement shall refer to all those employees who are not required to hold certificates issued by the State Board of Examiners as a term and condition of employment.
  - 4. The term "he" shall refer to both male and female employees.

5. The term “spouse” shall refer to domestic partners, married partners, and civil union partners.
- C. The Association recognizes the Board as the representative of the government of the State of New Jersey and the members of the negotiating committee as the representative of the full Board entrusted with the obligations to negotiate in good faith on behalf of the Board.
  - D. The Association recognizes the District Superintendent as the representative of the Board when matters of joint concern necessitate meetings during school hours, immediately after school, or at any time when the chairman or any members of the Board's negotiating committee cannot be present. The Superintendent will act in a supervisory capacity only and will not make any policy binding upon the Board.

### **ARTICLE III --- Negotiation Procedure**

- A. Negotiations for a successor agreement to this agreement shall begin no later than the date established by the Public Employees Relations Commission. Any tentative agreement so negotiated shall apply to all NUMs and will be reduced to writing and signed by the negotiations committee for the Board and the Association. The full Board has the right to review and approve or reject the tentative agreement reached by its negotiations committee.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals.
- D. The Board agrees to make available for inspection or copying, in response to reasonable requests from time to time, all public information including the tentative budgetary requests and allocations.
- E. Negotiations meetings between parties and/or their representatives shall take place a minimum of once a month for the purpose of reviewing the contents and administration of this agreement and how to solve problems that may arise concerning it.

These meetings, which are not intended to by-pass the grievance procedure, shall be conducted in accordance with the following basis for procedure, unless otherwise determined by the participants as a necessity for expediency:

1. The Delran Education Association shall present to the Superintendent its suggested agenda and full proposal for the next academic year no later than the date established by the Public Employees Relations Commission.
2. Prior to the adjournment of the initial negotiations meeting and each meeting thereafter, an informal memorandum of understanding with reference to that

meeting shall be prepared; and there will be established a tentative date, time, place, and agenda for the next meeting.

3. Participants may add agenda items by contacting the chairmen of both committees who will be responsible for checking the agenda and distributing it to all participants three (3) days prior to each meeting.
4. Meetings shall be conducted by the chairman of the negotiating committee that is making the presentation.
5. The Delran Township Board of Education recommends that it is most desirable that all Negotiations Unit Members representing the negotiating team be personnel with tenure in the Delran Township School District.
6. All meetings between the parties shall be regularly scheduled when such meetings do not conflict with Board meetings and when the majority of both committees can be present.
7. Special meetings may be called at the request of either party. Requests for a special meeting must be presented to the chairmen. Within three (3) days of the receipt of the request, the chairmen shall arrange for an agreeable date and time for a meeting. The party requesting the meeting shall, at the time of the request, submit written proposals or questions to the chairmen and the chairmen shall arrange for the distribution of the material. The special meeting shall be held within ten (10) days of the receipt of the request. It is understood that the agenda of special meetings shall be limited to that purpose.
8. Both parties may call upon consultants to participate in meetings. This in no way prohibits the Association or Board representatives from discussing other negotiations with other Boards of Education. For example, the Superintendent, the Board of Education President, D.E.A. President, N.J.E.A. representatives, the Board of Education Solicitor, etc.
9. Recommendations for the agreement made by each negotiating representative are not binding on either party until accepted by the Board and the Association.
10. The negotiated agreement shall be approved or rejected by the membership of the Association and the Board, to the extent possible within fourteen (14) business days from the date of the meeting when the tentative agreement had been reached.
11. If rejected, the rejection must include a meeting date when counterproposals shall be made by the non-agreeing party.
12. If there is non-agreement, the party must make counterproposals or give in good faith reasons for not doing so. If the point is reached after several proposals and counterproposals whereby the Board and Association are unable to agree, they shall establish procedures as outlined within Chapter 123, New Jersey Public Laws of 1974.

## **ARTICLE IV --- Grievance Procedure**

### **A. Definitions:**

1. Grievance: A "grievance" is a claim by a Negotiations Unit Member of the Association based upon the interpretation, application, or violation of this agreement, policies, or administrative decisions affecting a Negotiations Unit member or a group of Negotiations Unit Members.
2. Aggrieved Person: An "aggrieved person" is the person or persons, or the Association making the claim.
3. Party in Interest: A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.
4. To be considered under this procedure, a grievance must be initiated in writing by the Negotiations Unit Member, or the Association within thirty (30) calendar days from the time when the Negotiations Unit Member or Association knew or should have known of its occurrence.
5. The thirty (30) day calendar day requirement will be waived in all cases where the matter to be considered shall have occurred between June 30 and the first Negotiations Unit Members work day of the succeeding year.

### **B. Purpose:** The purpose of this procedure is to secure, at the LOWEST possible level, equitable solutions to these problems which may from time to time arise affecting Negotiations Unit Members. Both parties agree that these proceedings will be kept as informal and as confidential as may be appropriate at any level of the procedure.

### **C. Procedure:**

1. If time limits are exceeded at each level by the Grievant/Association, the grievance shall be deemed withdrawn or abandoned. Failure of the principal or Superintendent to respond to the grievance within the specified time limit shall automatically result in advancement of the grievance to the next step.
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 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 the party in interest, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted as soon thereafter as it is practical.
3. It is understood that grievants shall, during and notwithstanding the outcome of any grievance, continue to observe all assignments and applicable rules and

regulations of the Board until such grievance and any effect thereof shall be fully determined.

### **Level I - Principal or Immediate Supervisor**

A Negotiation Unit Member with a grievance shall first discuss it with his/her principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the disposition as a result of the discussion, he/she shall submit the grievance in writing to the principal within ten (10) school days of the meeting. The principal shall respond in writing within ten (10) school days.

### **Level II - Superintendent**

If the aggrieved person is not satisfied with the disposition of the grievance at Level I or if no decision has been rendered within ten (10) school days after the presentation of the grievance, he/she 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. The superintendent shall reply in writing within fifteen (15) school days.

### **Level III - Board of Education**

If the aggrieved person is not satisfied with the response at the Superintendent's level, he/she may request that the Board review the decision. Such request must be made within ten (10) days of the Superintendent's written response or within ten (10) days from the latest date on which the Superintendent should have responded under the terms of Level II above, whichever is earlier. The aggrieved shall, at the time of his/her request, provide all information which he/she wishes the Board to consider in reviewing the grievance. The Board shall review the written submission of the aggrieved, together with other documentation relevant to the grievance and shall make a decision within thirty (30) days of the aggrieved's request for Board review. The Board's decision shall be transmitted in writing to the aggrieved.

If the aggrieved person is not satisfied with the decision of the Board, he/she may within five (5) school days of receipt of the Board's decision ask the Association to submit said grievance to arbitration.

Within twenty (20) school days the Association shall decide whether to file for arbitration. If the Association fails to file for arbitration within that time period, the grievance shall be deemed abandoned.

### **Level IV - Arbitration**

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 are unable to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly. The arbitrator shall issue his/her decision no 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 statements and proofs were submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions that require the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be final and binding on the parties.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual 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 Negotiations Unit Member

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or representation selected or approved by the Association. When a Negotiations Unit Member is not represented by the Association, the Association shall have the right to present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

##### 1. Group Grievance

If in the judgment of the Association, a grievance affects a group or class of Negotiations Unit Members, the Association may submit such grievance in writing to the Superintendent directly; and the processing of such grievance shall be commenced at Level II. If the group or class of NUMs all report to the same administrator, the grievance shall be processed at Level I.

- A. The Association may process such a grievance though the aggrieved person does not wish to do so.

##### 2. Written Decisions

Decisions rendered at Level I which are unsatisfactory to the aggrieved person and all decisions rendered at Level II of the grievance procedure shall be in

writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

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 by 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 in interest and their designated or selected representatives, heretofore referred to in this article. There shall be no time off with pay to attend preparation meetings for such hearings.

### **ARTICLE V --- Negotiations Unit Members' Rights**

- A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board eligible in the negotiating unit defined in Article II of this agreement shall have the right to freely organize, join and support any employee organization.
- B. Nothing contained herein shall be construed to deny or restrict to any NUM such rights as he/she may have under New Jersey School Law.
- C. No member shall be disciplined or reprimanded without just cause.
- D. Whenever any Negotiations Unit Member is required to appear before any administrator or supervisor, Board, or Committee thereof concerning any matter which does or may adversely affect the continuation of the Negotiations Unit Member in his/her employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview. He/she shall be entitled to have representation of the Association or of his/her choosing present to advise him/her and represent him/her during such meeting or interview.
- E. Any question or criticism by a supervisor, administrator, or Board member of a Negotiations Unit Member and/or his/her instructional methodology shall be made in confidence and not in the presence of students or parents or at other public gatherings.
- F. Negotiations Unit Members' official files shall be maintained in accordance with the

following:

1. No material derogatory to a Negotiations Unit Member's conduct, service, character, or personality shall be placed in his/her personnel file unless the Negotiations Unit Member has had an opportunity to review and discuss the material with an appropriate administrator or his/her immediate supervisor. The Negotiations Unit Member shall acknowledge that he/she has had opportunity to review such material by affixing his/her signature to the copy to be filed, with the understanding that such signature in no way indicates agreement with the contents. The Negotiations Unit Member shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
  2. Derogatory material shall be expunged from the member's file after three (3) years, provided that there has been no occurrence of similar offense involving the member during that three (3) year time period.
- G. No member shall be reduced in rank or compensation or deprived of any professional advantage without just cause.
- H. Children of NUMs who reside outside of the district may enroll in district schools. The NUM will be responsible for fifty percent (50%) of the tuition normally charged for out of district tuition. The Board may deny enrollment to a NUM's child in this circumstance if such enrollment would require the hiring of additional staff. Student enrollment must be prior to state enrollment reporting deadlines.

#### **ARTICLE VI --- Association Rights**

- A. The Board will make available when requested a register of personnel names and addresses of all Negotiations Unit Members and their respective salaries. Such requests will be honored in a timely fashion.
- B. Whenever any representative of the Association or any individual Negotiations Unit Member is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences or meetings between the above named parties, he/she shall suffer no loss in pay. The Board and the Association will not disrupt regular class routine.
- C. The Association and its representatives shall be permitted use of the school buildings at reasonable hours to hold meetings provided that this does not interfere with or interrupt school operations, does not conflict with Board approved activities or facility rentals, does not require buildings to be opened at times they are normally closed, and does not require additional janitorial or maintenance time. A schedule of the date, time, and location of regular executive and general meetings of the Association shall be submitted by September 1 of each year. Not less than one (1) day advance notification shall be given of additionally scheduled Executive and General Meetings.

- D. The Association shall be permitted to use school owned facilities and equipment such as fax machines, typewriters, photocopying equipment, adding machines (excluding that of the Board Secretary), and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association will designate certain of its members as a committee responsible for all duplication of materials, and only this committee will have access to the above named equipment. Instructions on the proper use of all equipment will be provided by the Board. The Association shall pay for all materials and supplies incidental to such use. The Association shall be responsible for such equipment while using it and will reimburse the Board for any damages to or loss of the equipment while in such use.
- E. The Association shall have in each school building the use of a bulletin board in each staff lounge and dining room. The Association shall also be allowed space on the bulletin board in the central office of each school for Association notices. Copies of all materials to be placed on such bulletin boards shall be given to the building principal for informational purposes.
- F. The Association shall have the privilege of using the inter-school facilities, district e-mail, and school mailboxes so long as it does not disrupt mail distribution for school operations.
- G. Negotiations Unit Member Orientation programs for new Negotiations Unit Members shall be co-sponsored by the Board and the Association, with the Association obligated to assume such costs as may be mutually agreed upon during the planning of such programs.  
To the extent prohibited by law, the Board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs nor shall the Association be expected to assume the cost of speakers, consultants, professional in-service training activities of the Board of Education.
- H. The Association President shall not be assigned any duties.

## **ARTICLE VII --- Rights and Responsibilities of the Board**

Subject to rights and privileges to the Association herein, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested including the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, to maintain the efficiency of school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted, except as provided in this agreement.
- B. To hire all employees, determine their qualifications, conditions and continued employment, dismissal, demotion, promotion, transfer, or to take what disciplinary action as may be required, except as provided in this agreement.

- C. To determine work schedules; place of work; transfers of employees; the right to contract or subcontract any work to any person, persons, corporation, or association; and the right to eliminate any job and/or job classifications as designated herein, except as provided in this agreement.
- D. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in the connections therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States, except as provided in this agreement.

### **ARTICLE VIII --- Association Personal Leave**

#### All Negotiations Unit Members

- A. Death in immediate family up to four (4), school days per occurrence. Immediate family shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandchildren and grandparents (defined as grandparents of NUM). One (1) day shall be granted for all other family members.

In the event that the deceased had lived more than two hundred (200) miles one way from the employee's residence, an additional day shall be granted.

- B. Personal Leave

- 1. Three (3) days for personal reasons will be granted to all employees.

- 2. Such requests for personal reasons shall be submitted two (2) days in advance to the building principal for approval except in cases of emergency when this requirement may be waived by the building principal. Such approval shall not be unreasonably denied. Personal days will not be granted on a day prior to or immediately following a holiday or recess, during the first and last week of school, or at a time when absence will seriously hinder the overall operation of the school, e.g. parent conference days, except in the event of an emergency.

- 3. The number of unused personal days in any year shall accumulate for the purpose of sick leave from year to year, or the NUM can designate a number of these unused personal days to accumulate as family-illness days to be used in future years.

- C. Jury Duty

- 1. Any employee serving on jury duty shall receive all benefits. Any payment received on jury duty shall be returned to the Board, and the employee will receive his/her regular compensation.

- D. Maternity Leave

1. The Board shall grant maternity leave without pay to any Negotiations Unit Member upon request subject to the following stipulations and limitations:
  - a. A NUM with less than three (3) years of working experience in the Delran Township Schools shall be granted a child-rearing leave, without pay, for the remainder of the current school year in which the child is born or adopted.
  - b. A NUM with more than three (3) years of consecutive experience in the Delran Township Schools shall be granted a child-rearing leave, without pay, for the remainder of the current school year in which the child is born or adopted and for one (1) additional school year immediately thereafter. A "school year" is defined as the following July 1 through June 30 period. This request for extension for one additional school year shall be made in writing to the Superintendent of Schools not less than ninety (90) days prior to the end of the current school year in which the child-rearing leave began.
  - c. If a NUM desires to return at the beginning of any marking period rather than at the beginning of a school year, she/he shall so notify the Superintendent in writing at least seventy five (75) days before the beginning of that marking period. Nothing in this language shall prevent a NUM and the Board from agreeing that a NUM may return on other than the beginning of a marking period if such return is acceptable to both parties.
  - d. In order to receive a leave under a. or b. above, the NUM must apply for it in writing at least sixty (60) days before its commencement. In the case of adoption, since the date of custody cannot be predicted in all cases, notice shall be given in writing at least sixty (60) days prior to the anticipated date of custody if possible and, if not, as soon as practicable.
  - e. The employee's return to the same building, grade, or special assignment shall not be guaranteed, but arranged whenever possible upon the recommendation of the Superintendent.
  - f. No Negotiations Unit Member shall be required to leave work because of pregnancy at any specific time prior to expected childbirth or be prevented from returning to work solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.
  - g. The Board shall not remove any Negotiations Unit Member from her duties during pregnancy unless the member cannot produce a certificate from her physician that she is medically able to continue working.

- h. The Board shall not discriminate against any person in violation of N.J.S.A. 10:3-1 et seq., The Law Against Discrimination, nor in violation of the Constitution of the United States.

2. Return from leave:

- a. Upon return from leave granted pursuant to this article, the NUM shall be placed on the appropriate step on the salary schedule. Employees who work ninety-three (93) days or more in the year in which their leave commences or ends shall receive one (1) year credit for purposes of guide placement.
- b. All benefits to which a NUM was entitled at the time of her leave of absence commenced, including unused accumulated sick leave, shall be restored upon her return in accordance with the rules of the insurance carriers.

E. Pay for accumulated unused sick leave:

Upon retirement or death, NUM shall be paid thirty dollars (\$30.00) for the first one hundred (100) days of unused accumulated sick leave. Upon retirement or death, NUM shall be paid fifty dollars (\$50.00) for each day of unused accumulated sick leave in excess of one hundred (100) days. Payment will be made over two (2) years – the first payment July 1 after retirement and second payment the following July.

- 1. Explore implementation of an enhanced sick leave reimbursement program during the term of the agreement.

F. Leaves of absence:

- 1. The Board agrees that one (1) member designated by the Association shall, upon request, be granted a leave of absence, without pay, for up to two (2) school calendar years for the purpose of engaging in activities of the Association.
- 2. A leave of absence, without pay, may be granted for the purpose of caring for a sick member of the member's immediate family, or a member of the household for whom the member is legally receiving an income tax deduction.
- 3. A member shall be granted adoption leave in accordance with the conditions set up for maternity leave.

### **ARTICLE IX --- Negotiations Unit Members' Employment**

- A. Each NUM shall be placed on the proper step of the salary schedule as of July 1 of the school year.

- B. The Board will follow state law concerning credit for previous teaching experience and military service.
- C. Negotiations Unit Members shall be notified in writing of their contract and salary status for the ensuing year no later than May 15 of the school year.
- D. The contract shall be returned within fifteen (15) school days.
- E. At the time a newly employed NUM is in receipt of a signed contract from the Board of Education, the said member shall also receive from the Board a copy of the current agreement between the Board and the Association.
- F. Registration for workshops that NUMs wish to attend will be paid for by the NUM initially. Approval for workshop reimbursement will be based on the following criteria:
  - 1. All requests for workshop reimbursement shall be reviewed by the Superintendent.
  - 2. The NUM will agree to make a written report to the Superintendent following attendance of the workshop.
  - 3. The NUM will agree to make a presentation to fellow faculty members following the attendance of the workshop.
  - 4. Upon completion of items 2 and 3, the NUM will submit a voucher for payment of the cost of registration for the workshop.
  - 5. The number of participants shall be determined by the Superintendent as to the number to be allocated to each school.
  - 6. When applications are received, they shall be approved as to subject and in order of the NUM's greater number of years of continuous service.
  - 7. Workshop registration, whether prescribed or requested by the NUM, will be paid by the Board of Education including workshops attended on Saturdays.

#### **ARTICLE X --- Salaries**

- A. The salaries of all Negotiations Unit Members covered by this agreement are set forth herein.
- B. Paychecks

Negotiations Unit Members' paychecks shall be issued on the fifteenth (15<sup>th</sup>) and last day of the month. A schedule of pay dates will be issued by the Board each year. The Association and the Board recognize and agree that some flexibility in this schedule must be provided at certain times of the year due to staff vacations and other pressing needs,



i.e., specifically during the winter and spring breaks, during the first week in September, and during the first week in June; therefore, reasonable modifications and deviations from this bimonthly payday will be permitted. Negotiation Unit Members shall receive their pay schedule for the next school year in June of the preceding school year. When a payday falls on or during a school holiday, vacation, or weekend, the members shall receive their paycheck on the last previous working day.

- C. The Board will authorize the Secretary to make additional deductions for Negotiations Unit Members as prescribed by law.
- D. Negotiations Unit Members shall receive their final paychecks on the last teacher day in June, except those who have chosen the twelve (12) month summer payroll deduction.
- E. Negotiations Unit Members may independently elect to have a portion of their salary withheld and deposited to their credit union and/or deposited for tax deferred annuities upon executing appropriate payroll authorization forms. Such deposits will occur twice a month.
- F. The salary guides for school years **2013-2014, 2014-2015, and 2015-2016** are attached at the end of this agreement.

Newly hired teaching NUMs shall be granted up to seven (7) years experience on the guide. In addition, the Board may grant credit for teaching experience over seven (7) years. Newly hired non-teaching NUMs will begin at the first step of the salary guide unless they have previous equivalent full-time work experience in the position for which they are being hired. Credit on the salary scale shall be given with the provision that no new employee will be placed on a step higher than a currently employed member with equivalent work experience.

A service increment of three hundred dollars (\$300.00) based on a unit member's continuous employment in the Delran Township Public School System shall become payable at the issuance of the unit member's tenth, fifteenth, and twentieth consecutive contract or letter of intent.

Master Social Worker Degrees will be listed on the guide as a Master Degree plus thirty (30) credits.

All employees who are employed for more than one half ( $\frac{1}{2}$ ) of their contract year shall be given full credit for one (1) year of service toward the next increment step for the following year. Example: twelve (12) month employees must work more than six (6) months; ten (10) month employees must work more than five (5) months.

- G. Direct Deposit

The Board shall provide a direct deposit program for all NUMs under these guidelines:

- 1. If the District's bank has no direct deposit procedure, this plan will not be in effect. If the District's bank's policy on direct deposit requires some

minimum number of participants and said minimum is not reached, this plan will not be in effect.

2. The Board is not responsible for the participation or non-participation of a NUM's bank. The banks to which checks may be deposited directly by the current District's bank are part of a national system, of which many, but not all, banks are a member.
3. There must be an understanding between the parties that the direct deposit system shall require an earlier "turn-around" time with respect to District business office completion of information in order to get records to the District's bank in time for direct deposit to the NUM's bank. Therefore, some payments to an employee may be delayed beyond the current parameters.
4. In addition to the agreements between the Board and the DEA, the parties are bound by bank rules with respect to direct deposit. If the District's bank changes, we are bound by the new bank's rules.
5. The Board will follow its normal procedures for the posting of the payroll. Delays resulting from a NUM's bank schedule or its policy on direct deposit, including when funds are posted and available, are not the responsibility of the Board. The District is not responsible for charges assessed to an employee resulting from errors in bank transmission, for the employee's premature withdrawals of funds, or for any charges that an employee's bank may apply to such direct deposit services.
6. The NUM can only enroll in direct deposit once a year. Such an enrollment application must be received by the Board office by June 15th. In the first year, the Board Office should receive the NUM's application at least ninety (90) days before the commencement date of the plan.
7. Unless prior approval is received from the Business Administrator, a NUM will only be permitted one (1) bank change during the July 1 to June 30 period in any year.
8. The DEA will guarantee that employees will immediately return to the Board of Education any funds which exceed those to which the employee is otherwise entitled.

#### **ARTICLE XI --- Negotiations Unit Members' Facilities**

- A. The Board recognizes that appropriate texts, library facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, standard texts, and similar materials are tools of the teaching profession. The Board shall make available, whenever possible, in each school adequate lunchroom, restroom, and lavatory facilities for Negotiations Unit Members' use and a NUM lounge. Vending machines for beverages

shall be permitted in the NUM lounges of each building, providing that the Association makes the arrangements for the installation and for maintenance, stocking, payments, and collection.

- B. The Delran Education Association shall be the representative body for all Negotiations Unit Members requesting additional supplies or equipment not a part of the regular assignment given to each member. The following procedure will be followed:
1. In each building, the Negotiations Unit Members will select one (1) member whose responsibility it will be to forward requests, in writing, to the building principal.
  2. The building principal will, after receiving a written request for supplies, materials, etc., meet with the Negotiations Unit Members' representative to discuss what is available in the system and how to obtain it.
  3. Each building principal may requisition any excess supplies or equipment for his/her building or request the purchase of the same from the Superintendent in writing.
  4. The Superintendent will submit to the Board all requests for supplies or equipment he/she deems necessary.
  5. The Board will consider the purchase of all reasonable requests made by the Superintendent on behalf of the principals and staff so far as it is economically possible to do so.
  6. At budget time, each building principal will resubmit requests for supplies and equipment that have not been purchased due to insufficient funds, for reconsideration by the Board when it is making up the budget for the following year.

#### **ARTICLE XII --- Positions**

- A. Delran Negotiations Unit Members shall be given notification through posting of all vacancies in the district prior to public advertising of the vacancies.
- B. All openings for positions shall be communicated to all Negotiations Unit Members at the same time. Where possible, salary schedules for these positions shall be included with the notification.
- C. All qualified NUMs in the particular system areas to be offered shall be given equal opportunity to make application, and no position shall be filled until all applications have been considered.

### ARTICLE XIII --- Insurance Protection

- A. The Board of Education will provide the following Major Medical programs to all NUMs and their dependents:
  - 1. NJ Direct 10 #050 (1) & Prescription Drug Program #201
  - 2. NJ Direct 1525 #051 (2) & Prescription Drug Program #205
  - 3. NJ Direct 2030 #052 (3) & Prescription Drug Program #206
  - 4. NJ Direct HD1500 #091 (5) [built-in prescription drug plan]
- B. The Board of Education will provide the following prescription program to all NUMs and their dependents:
  - 1. Benecard (\$10.00 generic / \$20.00 brand / \$30.00 formulary co-pay) prescription plan with coverage that includes: fertility, genetically engineered medications, self-administered injectables, and growth hormones (with prior authorization).
- C. Premium Sharing: With the exception of the provision of dental benefits as discussed below, all NUMs' exclusive contribution towards the medical benefits provided by the Board of Education shall be the NUMs' individual contribution under Chapter 78 as provided by law and regulation.
- D. For each NUM who remains in the employ of the Board for the full school year, the Board shall make payment of the insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, payments of premiums on behalf of the member shall be made retroactively and prospectively to assure uninterrupted participation and coverage.
- E. The Board has the right to change drug insurance carriers without negotiations as long as it maintains substantially the same benefits. In the event that the Board changes providers, the parties agree to negotiate the impact prior to the implementation of the new plan.
- F. Dental Protection
  - 1. The Board will provide the following comprehensive dental plans to all NUMs, each with a maximum benefit of \$2,000.00 per year.
    - a. Horizon Dental Option Plan
    - b. Horizon Total Care Plan
    - c. Horizon Dental Choice Plan A

2. In the years 2013-2016, the Board's capped annual costs for the dental plans are as follows:
    - a. Horizon Dental Option Plan: \$394.12
    - b. Horizon Total Care Plan: \$367.12
    - c. Horizon Dental Choice Plan A: \$87.40.
  3. In the event that the Board changes providers, the parties agree to negotiate the impact prior to the implementation of the new plan.
  4. NUMs can purchase family coverage under administrative rules established the Board / Administration and consistent with dental carrier rules concerning such buy-ins.
- G. Negotiation Unit Members on unpaid leaves of absence shall have the right to continue coverage in this plan provided appropriate monthly premiums are paid by the member to the Board. Upon return to work, the Board shall commence payment of premium.
- H. Family coverage will be given to one spouse; the other will be given single coverage. If one leaves the district or separates, dies, divorces, etc., the Board will pick up family coverage immediately.
- I. Employee contributions to all premiums will be made on a pre-tax basis through a Section 125 plan.
- J. The Board and the Association agree to work together to explore additional methods of reducing insurance premiums and employee contributions.
- K. Health Insurance Waiver
1. NUMs who elect to waive medical benefits shall receive payments of \$2,500 for single coverage, \$2,850 for parent/child coverage; \$3,750 for member/spouse coverage; or \$4,000 for family coverage.
  2. Employees must waive coverage for a full year (July 1 to June 30) to be eligible for such a payment.
  3. To qualify for such a waiver, the employee must be covered under other insurance coverage.
  4. Employees who are provided with other coverage through SHBP or SEHBP are not eligible for a waiver payment.

## ARTICLE XIV --- Tuition Reimbursement

- A. The Board agrees to make available a maximum of eight hundred dollars (\$800.00) per course with a limit of one (1) course per semester (summer, fall, and/or spring) to be paid as reimbursement for tuition upon satisfactory completion of the course from a duly authorized institution of higher education. Payment of tuition reimbursement for eligible employees who qualify will be at the end of each school year with reimbursement evenly distributed from the total pool available. The Board agrees to make available a maximum of \$41,399.00 for each year of this contract as reimbursement for tuition. These monies shall be utilized by teachers for graduate courses, and by all other NUMs for undergraduate and/or graduate courses from a duly authorized institution of higher education.
1. In order to qualify for this reimbursement, a NUM must receive written approval of said course by the Superintendent prior to enrollment. If prior written approval from the Superintendent is not obtained, tuition reimbursement will not be authorized. In addition, the NUM must present acceptable proof of achievement of a passing grade upon completion of said course and receipt for tuition paid. For purposes of this Article, a “passing grade” shall mean at least a “B” from a duly accredited institution of higher education.
  2. Courses which qualify for reimbursement may be on the graduate or undergraduate level and shall be related to the employee’s current or future job responsibilities.
  3. Courses necessary for certification will not qualify for this reimbursement unless prior approval is granted by the Superintendent.
  4. Course work approval:
    - a. In September: reimbursement upon completion, paid out of current fiscal monies.
    - b. In February: reimbursement upon completion pending transcript submitted by June 23rd of current fiscal year so business office can complete paper work by June 30th. Should transcripts not be submitted by June 23rd, reimbursement will be paid after July 1st, thereby reducing next year's reimbursement (by the amount of money requested).
    - c. In May: reimbursed upon completion reducing monies for the oncoming fiscal year.
  5. If an employee leaves the employ of the Board and/or retires within two (2) years after receiving tuition reimbursement, he/she shall reimburse the Board the total amount of tuition reimbursement paid in the preceding twenty-four (24) months.
- B. Salary Guide Categories (Teachers Only)

1. In order to qualify for use in placement of a NUM on the salary guide categories beyond the bachelor level, courses and/or credits must be:
  - a. Part of a graduate program related to the NUM's current or future job responsibilities:
  - b. On a graduate level, but not part of a matriculated program, and related to the NUM's current or future job responsibilities.
  - c. From a duly authorized institution of higher education
2. In order to qualify for use in placement of NUM on the salary guide categories beyond the masters level, courses and/or credits must be from a duly authorized institution of higher education and:
  - a. Part of graduate program pursued after the masters degree has been conferred; or,
  - b. On the graduate level and not part of a prescribed program but qualified as an addition to, extension of, or improvement of a NUM's skills necessary for or applicable to a present position.
3. Application for a change in placement on the salary guide must be made by February 1 for movement by the first pay in September. This application must be made through the Superintendent.
4. Change in placement on the salary guide in conjunction with the above paragraph will be made in the first pay in September for transcripts received by the last Board meeting in August, and in the first pay in February for transcripts received by the last Board meeting in January.
5. Extraordinary circumstances which may arise regarding qualifications for change in salary guide placement may be presented in writing to the Superintendent for review and consideration.

#### **ARTICLE XV --- Miscellaneous Provisions**

- A. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignments, promotion, transfer, or disciplines of Negotiations Unit Members or in the application or administration of the Agreement on the basis of race, color, creed, religion, national origin, sex, domicile, marital status, or age.

No grievance pertaining to discrimination in the hiring, training, assignments, promotion or transfer, or discipline of Negotiation Unit Members may be submitted to binding arbitration; such grievance, if not resolved at the Board level, may be submitted to the

appropriate forum such as the Division of Civil Rights, Commissioner of Education, or the Courts.

- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held contrary to law, then such provisions or applications 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 or effect.
- C. Terms and conditions of the master Agreement shall take precedence and control over any individual contract made with any NUM.
- D. This Agreement shall be posted online within thirty (30) days after the agreement is signed.
- E. Except as the Agreement shall otherwise provide, all terms and conditions of this employment applicable on the effective date of this Agreement to employees covered by this agreement as established by the administrative procedures and practices in force on said date shall continue to be so applicable during the terms of this agreement.
- F. The Board will provide titles with job descriptions for new and reclassified positions. Also, anyone who has a position change shall be notified in writing by a designee of the board.
- G. When moving to another position in the Association, an employee will move laterally to the same step. Any secretary or clerk hired after June 30, 1989, will not benefit from lateral movement stipends from previous contracts.

#### **ARTICLE XVI --- Reduction in Force**

For the purpose of information only, the Board policy for Reduction of Force is as follows:

The Board of Education reserves the right under State law to abolish unilaterally any existing position in whole or in part and to reduce the number of employees in any category for reasons of economy, reduction in number or pupils, change in administrative or supervisory organization, or other good cause.

Should it become necessary to reduce the number of employees in a district, the laws and regulations of the State shall be the controlling guides. If, in the case of such reduction, candidates for termination are non-tenured personnel only, selection shall be based in the first instance on the effectiveness of the employees and then on seniority in the district. If the effectiveness of two or more Negotiations Unit Members is deemed to be equal, then the least senior member will be released first. Tenured employees shall not be dismissed under the provisions of this article if such tenured employees' duties are to be performed by a non-tenured employee. If, as a result of such reduction, candidates for termination or reduction in grade are tenured employees, seniority shall be the determining factor; and if seniority amongst two (2) or more members is equal, then the following shall determine the order set forth as to which member will be terminated:



1. The Negotiations Unit member with the least number of certifications followed then by, if equal,
2. The Negotiations Unit Member with the least number of additional credits earned to his/her credit followed by, if equal,
3. The least effective Negotiations Unit Member.

The Board of Education with assistance of the Central Administration shall prepare guidelines for restructuring positions and for determining objectively which employees are to be dismissed as a result. The following are guidelines to assist the Central Administration in restructuring staff patterns and in determining those who would be affected by a reduction in staff:

A. Procedure for Eliminating a Position

A position may be eliminated by:

1. Reducing the number of employees in a particular category.
2. Combining two or more jobs into a single position or combining duties to an existing position among two (2) or more persons.
3. Eliminating a portion of a job and combining the remainder in one (1) or more existing positions.

B. Procedure for Reducing Staff

When the Board has approved the elimination of a position, there are responsibilities of the Central Administration.

1. The Central Administration must publish the seniority list of all employees in the affected category in accordance with procedure specified in NJ Administrative Code for Education (N.J.A.C. 6:13-1.10).
2. The Central Administration must indicate on the seniority list the employee's name, years of seniority in the district, whether or not he/she is a staff member, and the certificate(s) he/she holds.
3. In the event that two (2) or more non-tenured employees are immediately liable for dismissal or reduction in grade, a request from the immediate supervisor to the Superintendent should be made of all material relevant to their performance on the job.
4. In the event that two (2) or more tenured employees having seniority entitlement are immediately liable for dismissal or reduction in grade, the Central Administration must provide the same information as in 3. above.

5. The Central Administration must maintain an eligibility list of tenured employees dismissed due to a reduction in staff as a guide for reemployment whenever it occurs for a position for which the former employee is qualified. The parties expressly agree that this provision shall be subject to the grievance procedure.
6. The Association shall be supplied at all times with an accurate list of all personnel who are currently in layoff.

#### **ARTICLE XVII --- Representation Fee**

The Delran Board of Education, according to the N. J. Public Law, Chapter 466, P.L. 1979, will deduct Representation fees from member employees in the unit and will forward to the Association the Representation Fee in lieu of dues for services rendered by Association.

The Representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues less the cost of benefits financed through the dues available to or benefiting only its members. This Representation fee shall be levied at eighty-five percent (85%) of the regular membership dues.

#### **ARTICLE XVIII --- Complaint Procedure**

- A. Any complaints regarding a NUM made to any member of the administration by any parent, student, or other person which does or may influence evaluation of a NUM shall be processed according to the procedure outlined below.
- B. The principal or immediate superior shall meet with the NUM to appraise the NUM of the complaint, and he/she shall attempt to resolve the matter informally.
- C. The NUM shall have the right to be represented by the Association at any meeting or conferences regarding such complaints.

#### **Article XIX --- Duration of Agreement**

The provisions of this agreement shall be effective as of July 1, 2013, and shall remain in full force and effect until June 30, 2016, subject to the right of the Board and the Association to negotiate for modification of the agreement as provided in Article III of said agreement.

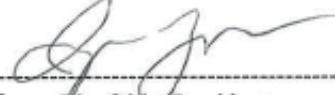
The foregoing agreement having been formally accepted and adopted in accordance with applicable law of the State of New Jersey by the Board of Education Association is hereby executed by the respective officials and officers as follows:

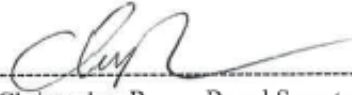
DELRAN EDUCATION ASSOCIATION

  
-----  
Michael E. Kaminski, President

  
-----  
Attest: Cindy Mignogna, Secretary

DELRAN TOWNSHIP BOARD OF EDUCATION

  
-----  
Ingar Blossfelds, President

  
-----  
Attest: Christopher Russo, Board Secretary

ARTICLES I - XIX  
T  
ESP  
C/M  
Addendum I

Pertain to ALL MEMBERS  
Teachers  
Educational Support Professionals  
Custodial Maintenance  
Bus Drivers

## TEACHER ARTICLES

### ARTICLE T-1 --- Teaching Hours and Teaching Load

#### A. Teacher Work Day

1. Teachers shall work a seven and one quarter (7  $\frac{1}{4}$ ) hour work day, within one continuous span, with distribution thereof set by the Board.
  - a. The teacher workday will begin fifteen (15) minutes before/after the student day.
2. Faculty Meetings
  - a. Up to fifteen (15) faculty meetings per year may be held in the high school. Faculty meetings can extend up to thirty (30) minutes past the end of the normal contractual day.
  - b. Up to ten (10) faculty meetings per year may be held in each of the other buildings. Faculty meetings in these buildings can extend up to thirty (30) minutes past the end of the normal contractual day.
  - c. Notice of all faculty meetings will be provided to the NUMs by the first day of each school year.
3. Preparation Periods
  - a. All high school and middle school Negotiations Unit Members are to have one preparation period a day at a specified time set by the building administrator or his designee.
  - b. All elementary Negotiations Unit Members are to be scheduled for two hundred (200) minutes per week during the school day and spread over five (5) days.
4. Teacher Lunch Period

The Board of Education agrees to provide all teachers with a duty free lunch period each day.
5. Supervisory Period
  - a. To the extent possible, supervisory duty assignments shall be rotated on a regular basis so that no member, unless he or she specifically requests same, serves more than two consecutive years in the same duty.
  - b. It is agreed that class advisors, student council moderators, school nurses, librarians, guidance counselors, and yearbook advisors will not supervise a

homeroom except when all other available NUMs have been utilized. All other NUMs will be assigned homeroom duties on a rotating basis.

- B. It is agreed that preparation of a lesson plan is a necessary tool to help a Negotiations Unit Member achieve continuity; set forth goals and objectives; determine the scope, sequence and content of daily lessons; and shall have, as an overall goal, to increase student learning

Lesson plans are essential in assisting a substitute when the regular teacher is absent. Emergency plans are acceptable, but the child is given a continuing education and presented with a continuing classroom routine when there are current lesson plans available for the substitute.

All Negotiations Unit members will submit weekly lesson plans on Monday morning. It is realized that a lesson plan is a brief, orderly, logical plan on a given topic designed to last for a specific period of time. Substitutes will utilize regular lesson plans unless otherwise directed.

- C. The practice of using a regular NUM as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, NUMs who volunteer will be used as substitutes during their non-teaching time. In the absence of a substitute, any NUM (including librarians) who serve in this way shall be compensated at the rate of \$36.74 per class in the 2013-2016 school years. In cases of extreme emergency, NUMs may volunteer to cover additional classes at the previously stated rate. Under normal circumstances, members will not be asked to cover more than one (1) day. It shall be the responsibility of the member to notify the principal when each substitute period is served. The compensation will be paid within thirty (30) days of the NUM notifying the building principal and completing all necessary forms to effectuate payment. The Board shall endeavor to provide competent and adequate substitutes.

D. Course Load and Overload

1. At the middle school and the high school levels, NUMs shall not be assigned more than three (3) course titles. This does not apply to subject areas where there is only one (1) certified member, e.g., Industrial Arts, Home Economics, Art, etc.
2. Up to three (3) NUMs at the High School and three (3) NUMs at the Middle School, beyond those set forth in the preceding sentence, may be assigned to four (4) course titles when scheduling conflicts exist.
  - a. Any NUM assigned a fourth title under the provision of the foregoing sentence shall be released from a duty period on two (2) days per week.
3. Whenever possible at the high school and middle school, teachers will be assigned no more than five (5) classes and one (1) supervisory assignment per quarter in an eight (8) period day.

- a. In the event a member is assigned a sixth class in the high school, compensation at the rate \$6,340 per class in the 2013-2016 school years will be paid. In the event that a member works less than the entire school year, this amount shall be pro-rated on a per diem basis.

Beginning in the 2003-2004 school year, middle school teachers who are assigned a sixth class will be compensated at half (½) of the rate described above. In the 2004-2005 school year and beyond, middle school teachers who are assigned a sixth class will be compensated at the rate described above.

4. Beginning in the 2003-2004 school year, the high school and middle school day will be restructured to increase student periods from an eight (8) period day to a nine (9) period day. There will be no additional teaching periods for staff. The additional period for staff generated from the change to a nine (9) period day will be utilized for professional development / curriculum development / program development.
  5. The Board and Association agree to create a joint committee to explore during the 2002-2003 school year methods to implement a program for professional development / curriculum development / program development at the elementary schools.
- E. Other staffings which are extended beyond the seven and a quarter (7 ¼) hour day will be compensated in time by mutual agreement with the building administrator and approval by the Superintendent.
- F. Sports Physicals (Nurses)
1. If a school nurse performs student physicals after the regular teacher day, he/she shall be compensated at the rate of \$36.74 per hour in the 2013-2016 school years.
  2. Physicals given in summer for interscholastic sports will be paid at the 1/200 per diem rate.
- G. Home Instruction will be paid \$43.56 per hour in the 2013-2016 school years.
- H. Teachers in the High School shall be required to attend two (2) evening meetings per year without additional compensation. Teachers in the other schools shall be required to attend three (3) evening meetings per year without additional compensation. The purpose of such meetings is for educational programs, not to supplant currently compensated activities. If a teacher is required to attend additional evening meetings, compensation will be at the home bound instruction rate.
- I. Effective July 1, 1999, the middle school Athletic Director's schedule shall contain a period with no assigned teaching or supervisory duties. Said period shall be used for A.D. duty purposes.

- J. Any days the Athletic Trainer works in excess of the contractual teacher work year shall be compensated at the Athletic Trainer's per diem rate.

## **ARTICLE T-2 --- Negotiations Unit Member Work Year**

### A. Professional Staff

- 1. The Negotiations Unit Members' work year shall be defined as the number of in-school days specified not to exceed one hundred eighty-five (185) days. At least one (1) professional development day shall occur after the final day of school for students, but prior to the end of the work year.
- 2. As of September 1 of the contract year, all Negotiations Unit Members shall be entitled to ten (10) sick leave days for each school year as of the first official day of such school year whether or not they report for duty that first day.

### B. Guidance Counselors' Summer Work Days

- 1. The middle and high school guidance counselors will work no more than ten (10) days during June, July, and August and will be paid at the 1/200 per diem rate. Scheduled days are to be agreed upon by the guidance counselors and the appropriate building principal by May 31.
  - a. Pay for work performed during the summer will be pensionable.
  - b. Effective 2014-2015, payment for summer work days shall be paid, following completion, equally over ten (10) months.

### C. Behavioral Specialists Work Year and Salary

- a. Behavioral specialists shall be 12-month employees.
- b. Their salary shall be twelve-tenths (12/10ths) of the amount as indicated on the teachers' salary guide, reflective of their degree and their years of service.
- c. As 12-month employees, behavioral specialists shall receive 12 sick days and 3 personal days, both of which may be accumulated with the same privileges and restrictions as other members covered by this agreement.
- d. Behavioral specialists shall accumulate vacation days in the following manner, consistent with that of other 12-month employees covered by this agreement:
  - i. In the first year of employment (ending June 30), behavioral specialists will earn one (1) vacation day for each month of employment up to a maximum of ten (10) days. These vacation days may not be utilized until the beginning of the next school year (beginning July 1).

- ii. After the first year of employment, behavioral specialists will be granted two (2) full weeks of vacation per year.
- iii. In the fifth year of employment, three (3) weeks of vacation shall be granted.
- iv. In the tenth year of employment, four (4) weeks of vacation shall be granted.

### **ARTICLE T-3 --- Class Size**

Whenever, in the opinion of the Superintendent, the number of students in a classroom exceeds the design specifications for the classroom, the Superintendent shall meet with the Delran Education Association building representative to explore and discuss methods of reducing the size of the class affected.

### **ARTICLE T-4 --- Negotiations Unit Members' Assignment**

- A. Except in cases of extraordinary circumstances, Negotiations Unit Members shall be given written notice of their class or subject assignment, building assignment, and room assignment for the forthcoming year not later than June 30.
- B. In the event that changes in such scheduled class and/or subject assignment, building assignment, or room assignments are proposed after June 30, the NUM being affected shall be notified promptly in writing.
- C. The Board will follow state law when hiring or assigning NUMs with regard to their type of certificate and area of competence.
- D. Special area NUMs in the elementary school shall be consulted by the principal for the preparation of their schedule. The June 30 deadline as set forth in paragraphs A and B shall not apply to this paragraph.

### **ARTICLE T-5 --- Evaluation of Certificated Staff**

- A. The Board will be guided by current code and regulations in regards to the evaluation of all certificated NUMs except as outlined in the provision that follow:
- B. The Evaluation Process
  - 1. Every announced evaluation shall have a pre-conference within seven (7) school days prior to the observation. Where not bound by statute, these may be done electronically.



2. Every evaluation shall have a post-conference within fifteen (15) school days of the observation and shall include each of the observers who participate in the observation.
3. When two (2) or more observations will be done on a single NUM, there will be at least one (1) observation in each semester.
4. The Association and the Board agree that fairness and openness are critical components of any evaluation.
  - i. As such, the same evaluation tool should be applied to certificated staff members who share similar job responsibilities.
  - ii. However, the evaluation tool may be modified by the DEAC to reflect the unique job requirements of staff members who might face unique instructional challenges.
    - a. Examples of this might include special education teachers or guidance counselors as compared to regular classroom teachers.
    - b. A modified evaluation tool should then be used consistently for each certified staff member within that category of employee (a similar tool for all special education teachers, another for all guidance counselors, etc.)

#### C. Qualified Evaluators

1. Observations are to be performed by an individual employed by the district in a supervisory role and who works under a school administrator certificate, principal certificate, or supervisor certificate.

#### D. The Rebuttal Process

1. The Board and the Association affirms the right of all NUMs to submit a written response, commonly referred to as a “rebuttal” to their evaluation(s) and/or annual review. This written response shall be submitted within 10 working days and shall be attached to each party’s copy of said evaluation and/or review.
  - i. Where the evaluation/review is completed electronically, there shall be a rebuttal component integrated into the electronic system.
2. A NUM’s response to an evaluation/annual review is intended to be instructive/explanatory in nature. As such, observers/evaluators are not permitted to respond to the rebuttal, and no disciplinary action may be taken against a NUM for their inclusion of a rebuttal.

#### E. The District Evaluation Advisory Committee (DEAC)

1. The DEAC shall be a standing committee that will function as the principal line of communication between the District and the Association on matters related to observation and evaluation.
2. The DEAC shall meet at least twice each school year for the purpose of reviewing, modifying, and improving the evaluation process so that it best fits the needs of the District.
3. The membership of the DEAC shall follow the state guidelines. Membership on the DEAC will be offered to all NUMs. Members shall be selected jointly by the Association president and the Superintendent.

F. School Improvement Panels (SciPs)

1. SciPs shall consist of at least one teacher for every two administrators. The principal, in consultation with the Association president, shall select teacher representative(s) to serve on the SciP.
2. NUMs who are teacher-members of the SciPs shall not participate in the formal observation or evaluation of other NUMs without the written consent of the Association president.

**ARTICLE T-6 --- Voluntary Transfers and Reassignments**

- A. Not later than June 1 of each school year, the Superintendent shall deliver to the Association to post in all school buildings a list of known vacancies which shall occur during the following year. Such listings shall be updated by July 15th and delivered to the President of the Association.
- B. Negotiations Unit Members who desire to change grade and/or subject assignment or who desire to transfer to another building must file a written statement of such desire with the Superintendent no later than April 15. Such statement will include the grade and/or subject to which the member desires to be transferred in order of preference.
- C. As soon as possible, the Superintendent shall make appropriate response to such requests for transfer. The Superintendent shall meet with the NUM to discuss the outcome of such a request when such member shall have requested such a meeting with the Superintendent in writing within ten (10) calendars days of the Superintendent's determination of the requested transfer.

**ARTICLE T-7 --- Involuntary Transfers and Reassignment**

- A. The Board recognizes the need for stability within the district and does not favor unnecessary movement of personnel among the individual schools.

- B. The Board and the Association stipulate that the primary concern is the welfare of the children and a harmonious atmosphere in each building.
- C. The Board will endeavor to do everything possible to keep involuntary transfers and/or reassignment at a minimum or to prevent them entirely, but reserves such a prerogative to itself.
- D. When an involuntary transfer or reassignment is necessary, consideration shall be given to a NUM's area of competence, major or minor field of study, length of service in Delran School District, length of service in the particular building, and other relevant factors, including among other things, state and/or federal laws, rules, regulations, or administrative directives, such factors to be consistent with statutory specifications and case law. Decisions in this area are not grieveable.
- E. Notice of an involuntary transfer or reassignment shall be given to the NUM as soon as practicable, and, except in cases of emergency, no later than June 30.
- F. Whenever an involuntary transfer or reassignment is proposed by the Superintendent in writing, the Superintendent shall meet with the affected NUM to discuss the proposed transfer when such member shall have requested such a meeting with the Superintendent in writing within ten (10) calendar days of the Superintendent's notice of the proposed involuntary transfer or reassignment.

**ARTICLE T-8 --- Extra Pay for Extra Duties**

- A. The athletics and extra-curricular salary guides are attached at the end of this agreement as Schedule B.
- B. Extra curricular
  - 1. Any athletic sponsored event (e.g.: dinners, awards ceremonies, luncheons, league sponsored awards nights) shall be paid for in full by the Board of Education.
  - 2. Coaches will be compensated for transportation expenses to athletic sponsored events (see 1 above) at the rate set by the Office of Management and Budget circular of each contract year.
  - 3. In the event that a coaching position is not filled due to lack of qualified personnel and/or applicants, the sport shall receive the salary appropriated for the unfilled position if the duties of the vacant position are performed. Further, should a position become vacant due to a resignation, the above applies. The salary for the remainder of the season shall be pro-rated on an equal basis.
  - 4. Coaches in interscholastic sports will be paid at the end of their respective sports program by submitting appropriate vouchers within a reasonable time following the completion of the sports program. Submission of forms by the athletic director

shall then be made within three (3) days so that payment can be received in the next pay period.

5. All middle school interscholastic athletics will be paid as a head coach unless otherwise specified.
  6. Employees' coaching and extra-curricular pay shall be taxed at the employee's regular rate provided the employee completes and submits a W-4 to the Business Administrator. Provided the employee completes and submits a W-4 to the Business Administrator, the Board will only withhold those federal or state taxes indicated by the employee in their W-2 form.
- C. NUMs approved by the Superintendent to travel between school district facilities shall be compensated at the rate set by the Office of Management and Budget circular each contract year.
- D. Compensation is payable by submitting vouchers to the Board before the first Monday in December and the first Monday in June.

#### **ARTICLE T-9 --- Standardized Tests**

Negotiations Unit Members will administer standardized tests deemed by the Board as necessary. Members' involvement in analytical statistical considerations is needed in drawing definite conclusions. It is agreed that correction is not within the realm of the members' responsibility other than the primary grade OTIS examination.

## ESP ARTICLES

### ARTICLE ESP-1 --- Secretaries/Clerks

#### A. Work Day

1. The work day of all employees excluding instructional aides shall consist of seven (7) hours exclusive of lunch. These employees must take a lunch break between the hours of 11:30 a.m. and 1:30 p.m. All offices must be covered during this time frame.
2. Summer hours, July 1st through August 31st, shall be uniform throughout the district as follows: Monday through Thursday 8:00 am to 3:30 pm with a 12:00 pm to 1:00 pm lunch break and Friday from 8:00 am to 12:00 pm.
3. At each school, one secretary/clerk will cover until 3:30 or one (1) hour after student dismissal, whichever is later. This will not require working beyond the seven (7) hour work day.
4. Employees shall be granted the established holidays on the school calendar. If July 4 falls on a Saturday, Friday will be taken as the holiday. If July 4 falls on a Sunday, Monday will be taken as the holiday.

B. Overtime at the rate of one and one-half (1½) times the regular pay schedule will be paid for any time in excess of a forty (40) hour week. At the discretion of the supervisor, compensatory time off will be given. If compensatory time is not taken within thirty (30) days of the occurrence, the employee will be entitled to be paid as above. Overtime will be scheduled by mutual agreement of the supervisor and the employee.

C. Each employee will be granted one (1) day per month cumulative sick leave: twelve (12) months – twelve (12) days; eleven (11) months – eleven (11) days; ten (10) months – ten (10) days, per year.

D. In-service programs will be scheduled by the Administration. The Board is committed to continuing in-service of support personnel.

#### E.. Vacation

1. Secretary/clerks' vacation eligibility shall be determined as of July 1st of each year. Employees shall be eligible on the following basis:
  - a. In the first year of employment (ending June 30 of the school year) employees will earn one (1) vacation day for each month of employment up to a maximum of ten (10) days.

Example – an employee beginning employment on November 1 will earn eight (8) vacation days (November through June) to be taken in the next school year beginning on July 1.

After the first year of employment, twelve (12) month employees, will be granted two (2) weeks vacation per year.

- b. In the fifth year of service, three (3) weeks of vacation shall be granted.
- c. At the completion of ten (10) years of service, four (4) weeks of vacation shall be granted.
- d. All ten (10) and eleven (11) month clerical and secretarial employees shall be granted one (1) week vacation with pay at a time mutually agreed upon with the administrator and Superintendent.
- e. Employees may take leave without pay on dates mutually agreed upon with the administrator and the Superintendent.

F. Employees' Duties

- 1. Employees shall be confined solely and exclusively to such duties as would assist supervisory personnel in the performance of their expected duties. Under no circumstances will they be required to perform supervisory duties.
- 2. The Board or any agent thereof will not assign or direct any employee covered by the contract to any other duties outside of the duties appropriate to his/her position and general job description.

G. Temporary

- 1. The new salary guide will also apply to any fully qualified new full-time, part-time, and/or temporary personnel.
  - a. Substitute: Person hired to fill a position vacant due to a regular employee's absence (illness, vacation, etc.). Board will establish by policy.
  - b. Temporary: Person employed for a limited time to handle a specific task. Such employment will not replace currently employed or RIF'ed personnel.

H. Transfers

- 1. Secretaries/clerks who transfer from one position/category to another will receive credit for their district experience level when placed on the new salary guide.
- 2. Secretaries/clerks who transfer from a ten (10) month position to a twelve (12) month position will have their vacation entitlement based on a pro-rata calculation according to the provisions of S/C 2 above.

*Example:* six (6) years of ten (10) month employment = sixty (60) months.

sixty (60) months / twelve (12) month employment = five (5) years credit.  
five (5) years credit = three (3) weeks of vacation.

## **ARTICLE ESP-2 --- Instructional Aides**

### **A. Instructional Aide Work Schedule**

1. The work day for Instructional Aides shall be seven hours and fifteen minutes within one continuous span, with distribution set thereof by the Board.
  - a. The Instructional Aide workday begins fifteen (15) minutes before and continues fifteen (15) minutes after the student day.
  - b. Full-time Instructional Aides shall be given a duty-free lunch period of equal length to the student lunch period.
2. The work year for Instructional Aides shall be the same length as the student school year plus up to two (2) days for professional development.
  - a. These days, paid in addition to their contracted salary at the per diem rate, shall be for training in their role as support personnel. The district will provide separate and appropriate training for support personnel on these days.
  - b. The dates are to be determined in consultation with the Association prior to the end of the previous school year. These dates may coincide with teacher in-service days, but the training should be support-personnel specific.

### **B. Additional duties**

1. When an instructional aide is requested to attend the Tournament of Champions/Special Olympics, a flat fee of sixty dollars (\$60.00) will be paid to the aide.

## CUSTODIAL/MAINTENANCE ARTICLES

### ARTICLE C/M-1 --- Work Schedule

- A. Schedule Posting - Work schedules showing the employees shifts, work days, and hours shall be posted in each school.

Work Shift - The following schedule sets the working hours of the various shifts. It is understood that the Board has the right to operate three (3) different standard schedules simultaneously within a department and, consistent with its managerial prerogative, to assign an individual to overlapping shifts/schedules as necessary.

First Shift	7:00 am	to	3:30 pm
Second Shift	3:30 pm	to	11:30 pm
Third Shift	11:00 pm	to	7:00 am

Also, there is a modifying clause of one (1) hour starting and ending time within the shift with a five (5) working day notice, and the employee has the right of refusal with a reasonable excuse.

The work shift for employees assigned to open school:

6:30 am - 3:00 pm

July 1 - August 31: 7:00 am - 3:30 pm

- C. Call-in Time - If an employee is called back for duty after the close of his regular shift, this duty not being a continuance of his shift, and not following immediately after the close of his shift, such employee will be paid for a minimum of four (4) hours at the overtime rate.
- D. Clean-Up Period - Employees shall be granted five (5) minutes for normal personal clean-up except when the assigned requires additional time, then reasonable time shall be granted to put away equipment and supplies for personal cleanliness.
- E. Coffee Breaks
1. Each employee shall be granted two (2) coffee breaks of fifteen (15) minutes during their eight (8) hour work day.
  2. To maintain consistency of work schedule, break times shall be jointly set between the employees and the principal or supervisor and posted. However, employees may take a break at another time where otherwise interruption and continuity of work would result. Employees shall not be required to postpone break time except in an emergency situation.



F. Overtime Work

1. When the Board desires to schedule overtime work for members of the bargaining unit, qualified employees in the unit will be scheduled in a continuous cycle by unit seniority for the work, but they may be scheduled for a shift other than their normally assigned shift with proper differential compensation. This also applies to snow removal.
2. Overtime is defined as any time spent at regular duties or other assigned duties, consistent with the agreement, either before or after daily work hours. Declining to work or failure to work overtime shall constitute a turn for an employee, except when the decline or failure is for reasons beyond the employee's control.
3. If any discrepancy occurs with respect to turns between shifts, the supervisor must be notified in writing before the overtime is worked so that he may have time to change the schedule. If the overtime is worked before the error is detected, the Board's liability shall be limited to granting a make-up turn to the proper employee at his convenience when partial overtime is scheduled. The parties also recognize the need in some cases for exceptions to overtime schedule where exceptions can exist only because of emergency or unavailable qualified personnel.
4. The hours for overtime and shift differential will be noted on the paycheck as a separate entry.
5. Overtime will be posted. If no one wants the overtime, then the least senior person will be assigned. This procedure will be on a rotating reverse seniority basis.

G. Overtime Pay

1. Except as provided in b. below, time and one-half shall be paid for all hours or part hours worked:
  - a. in excess of eight (8) hours in any work day
  - b. in excess of forty (40) hours regular shift in any one (1) work week
2. Double time shall be paid for all hours or parts of hours worked:
  - a. in excess of forty (40) hours regular shift in any work week if excess falls on Sunday or holiday.
  - b. Overtime rates shall not be paid to employees on more than one (1) overtime basis whether hourly, daily or weekly. Overtime payments for all employees shall be computed from the employee's average hourly earnings.

H. Division of Overtime

1. The Board has the right to schedule overtime work. No employee shall be discriminated against or disciplined for failure to work overtime. Employees who indicate they will work overtime or hold Black Seal License will be expected to work as scheduled. The Association, its members, and all employees will, in good faith, comply with this provision.
2. In a school, scheduled overtime work shall be divided as equally as practicable in a continuous cycle approved by the Association among full time employees.

**ARTICLE C/M-2 --- Vacation**

A. Vacation eligibility shall be determined as of July 1st of each year.

B. 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.

C. Employees shall be eligible for vacation on the following basis:

1. In the first year of employment (ending June 30 of the school year) employees will earn one (1) vacation day for each month of employment up to a maximum of ten (10) days.

Example – an employee beginning employment on November 1 will earn eight (8) vacation days (November through June) to be taken in the next school year beginning on July 1.

After the first year of employment, twelve (12) month employees will be granted two (2) weeks vacation per year.

2. In the fifth (5) year of service, three (3) weeks of vacation per year shall be granted.
3. Employees having completed ten (10) years of service shall be granted four (4) weeks vacation.
4. Dates of vacation shall be agreed upon between the employee and immediate supervisor. Normally, two (2) weeks must be taken during the summer months. Vacations shall be scheduled on the basis of district seniority.

D. In the case of the retirement, lay-off, or death of any employee who is eligible for and has earned a vacation, vacation pay due as of the date of the employee's retirement, lay-off or death will be paid to the employee or his/her estate.

- E. Employees who are scheduled for vacation during the week in which a paid holiday falls shall be entitled to take an additional day off, the first normally scheduled work day following the vacation.
- F. New twelve (12) month employees hired after September who work less than one (1) year shall receive pro-rated vacation days after July 1 for the months worked based on ten (10) days vacation. For example, six (6) months worked equals (=) five (5) days; four (4) months equals (=) three-point-three (3.3) days. After this provision is fulfilled, the employee will receive vacation as specified in provision #3 of this article.

### **ARTICLE C/M-3 --- Holidays**

#### A. Holidays

1. The following days shall be designated as paid holidays during term hereof, subject to the terms and conditions otherwise set forth in this Article:
  - a. The day before New Year's Day
  - b. New Year's Day
  - c. Good Friday
  - d. Easter Monday  
(depending on school closing calendar)
  - e. Memorial Day
  - f. Independence Day
  - g. Labor Day
  - h. Thanksgiving Day
  - i. the day after Thanksgiving Day
  - j. Christmas Day
  - k. Either the day before or the day  
after Christmas (Depending on School Closing Calendar)
  - l. Two additional holidays to be mutually agreed upon by the employee and his/her supervisor.
  - m. Martin Luther King Day
2. The aforementioned paid holidays shall be available for all members of the unit who are employed on a twelve (12) month basis. Ten (10) month employees shall be entitled to the above holidays which occur in the term of the contract.
3. A holiday shall be considered generally as one (1) work shift of the day when the holiday is observed. Holidays which fall on Saturday shall be celebrated on Friday, provided that schools are closed on that day; and holidays that fall on Sunday will be celebrated on the following Monday, provided that schools are closed on that day. If schools are open on a day on which a holiday would otherwise be celebrated, the Board and the Association shall schedule a mutually acceptable day on which to celebrate that holiday consistent with the prevailing school calendar.

4. All employees of the bargaining unit must work the day before and after a paid holiday in order to receive holiday pay except in case of illness. A doctor's certificate may be requested for absence on these days.

#### **ARTICLE C/M-4 --- Seniority**

##### **A. Seniority and Job Security**

School District Seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this agreement. An appointed employee shall lose all accumulated school district seniority only if he/she:

1. Resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.

- B.** In the event of a Reduction in Force in the district, including reduction caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved in the district. In the event of any Reduction in Force (RIF), district-wide seniority shall apply. The Board shall retain the right to reduce the number of positions when done in good faith and for just cause. Any such reduction as above defined shall only be accomplished in accordance with the following procedure:

The employee(s) affected by such a reduction shall have seniority rights over the most junior employee within his/her current category of employment (as listed in the salary guide), and those employee(s) thus affected shall retain the same rights in replacing the junior employee in their categories before reverting to the next lower category to exercise seniority rights.

- C.** In the event that within one (1) year from the date of his/ her lay-off a vacancy occurs in the classification of his/her last appointment in the department from which he/she was laid-off or in a lesser classification in the same line of work in the department, a laid-off employee shall be entitled to recall thereto in the order of their departmental seniority.
- D.** Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district by certified mail, return receipt requested. Within fifteen (15) work days from receipt of such notice of recall, the employee shall notify the Superintendent of Schools or his designee, in writing, whether or not he desires to return to the work involved in recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report for such work within one month from the date he/she receives the recall notice or within a period of time as is set forth in a written extension of time signed by the Superintendent of Schools or his designee. In the event that he/she fails to so report to work, he/she shall forfeit all of his/her seniority and all rights to recall.

- E. Seniority shall not be accumulated during the period of lay-off. Upon recall, the appointed employee shall have accumulated seniority to the date of the lay-off.
- F. After three (3) years of uninterrupted, continuous service, each employee shall be appointed for an unfixed term so as to provide "the tenure protection available to such employees under the provisions of Chapter 132, Public Laws of 1960 (18A:17-3 and 18A:17-4)."
- G. After completion of sixty (60) days of consecutive employment, no employee shall be dismissed or be subject to a reduction in salary except for inefficiency, incapacity, or conduct unbecoming of an employee. Reasons and a hearing before and determination by the Board of Education must find that such cause does in fact exist and is sufficient for such dismissal. Should the employee not be satisfied by the determination of the Board of Education, at his request, the matter shall be subject to the usual grievance procedure and will proceed to arbitration at Level III.
- H. A part time employee who becomes full time will receive pro-rata credits for seniority by contract hours worked.

#### **ARTICLE C/M-5 --- Employment Procedures**

A. Placement on the Salary Guide

Each employee shall be placed on his proper step of the salary guide as of July 1 of each school year. Any employee 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.

B. Resignation

1. An employee who is resigning from his position shall give thirty (30) days notice.
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 thirty (30) days 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 employee.

C. Assigned Duties

1. At no time shall an employee be assigned any duties outside of his/her appropriate position or general job description.

D. Transporting

1. By the beginning of the 1979 school year, the Board shall cover all damages, losses, and expenses incurred by an employee arising out of the authorized use of his/her automobile in the performance of school duties.
2. Employees shall be reimbursed per mile at the IRS rate in effect as of July 1 of each contract year if they work at more than one (1) school in a day.

### **ARTICLE C/M-6 --- Protection of Employees**

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

B. Assault

1. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in discharge of his/her duties.
2. When absence arises out of or from such assault or injury, an employee shall not forfeit any sick leave or personal leave.
3. Benefits derived under this or any subsequent agreement shall continue beyond the period of any Worker's Compensation until the complete recovery of any employee when absence arises out of or from assault or injury.

C. Report on Assault

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from employee for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police and the courts.

D. Criminal/Civil Proceedings

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

E. Liability Coverage

The Board shall provide proper liability coverage to all members of the bargaining unit including legal counsel.

- F. The Supervisor may perform such work normally under his/her direction as is necessary to maintain an uninterrupted flow of work, normal departmental efficiency, to train employees, to overcome emergencies, and to secure the building so long as doing work does not affect the work opportunities of members of the unit.

**ARTICLE C/M-7 --- Personal Freedom**

- A. The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from properly performing his/her assigned functions during the workday.
- B. Employee shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing said activities do not violate any local, state, or federal law.

**ARTICLE C/M-8 --- Voluntary Transfers and Reassignments**

A. Job Vacancies

1. Job vacancies are open jobs other than of a temporary nature for which the Board requires additional employees. Such vacancies will be filled in the following ways:
  - a. When a job opening occurs, it will be filled by the highest qualified employee who has indicated his/her preference by submitting an appropriate application for the vacant job.
  - b. An upgrading or downgrading will be filled by the highest senior employee who has indicated his/her preference for the job and has the skill and ability required for the job. The employee will be given a thirty (30) day probationary period. If after the thirty (30) days the employee shows he/she does not have the skill and ability, he/she will return to his/her former position.
  - c. Vacancy notices will be forwarded to the President of the Association including nature of the job, hours, school, shift, and classification.
  - d. Interested employees should apply as specified in the job vacancy announcement.

- e. Persons who are absent through no fault of their own (sickness, etc.) during posting will have the opportunity to indicate their interest in the job during the normal posting period. This pertains to absences other than those covered by formal leaves.

B. Right of Assignment and Transfers

1. The Board will have the right of job assignment on a particular shift within a labor grade.
2. A temporary transfer is defined as a transfer of an employee to any job other than his/her regularly assigned job and shall not exceed a period of four (4) weeks except that employees may be transferred within a labor grade within a unit for a period not exceeding thirty (30) days. Normally, the Board will use the employee of lower seniority to fill a temporary position.
3. If a transfer has been made for the period defined above, the condition shall no longer be considered as a temporary condition; and thereafter, the Board will make a permanent adjustment. However, the duration of a temporary transfer may be extended beyond the above limitation by agreement between the employee and the Association. All parties are expected to apply a reasonable application to these limitations taking into consideration the operating problems of the Board. Employees on temporary transfers shall retain and accumulate seniority in their currently assigned unit.

C. Urgency

1. If temporary transfers are required due to reasons other than work not being scheduled or available, the Board may transfer employees without regard to seniority.
2. Payment for temporary transfer: An employee involved in a temporary transfer shall be paid his/her assigned personal rate or the rate of the job to which he/she is being transferred, whichever is higher.
3. This section shall not limit the Board from assigning an employee to duties within his/her job description.

D. Physical Disability Transfer

1. All temporary Board-incurred disabilities necessitating a temporary transfer will be governed by the temporary provisions of this Article.
2. Non-Board incurred permanent disability transfer requests may be made only by employees having ten (10) years Board service who are permanently unable to perform their assigned job. Transfers may only be made on jobs held by employees within the lowest three (3) years of Board seniority actively employed



at the time the request is made. Under such moves, the transferee takes full Board seniority to the unit into which he/she transfers. Only one such transfer is permitted unless the job is abolished thereafter.

3. Employees who are permanently unable to perform their regularly assigned job as a result of a Board-incurred disability may apply for a permanent transfer subject to the following condition:

The search by the Board for an appropriate job must be begun first by reviewing jobs held by employees with less than three years seniority and continuing the search at yearly intervals. In no event may the applicant displace an employee with more Board seniority. An employee transferred under this section relinquishes recall rights to his/her former job and carries his/her full board seniority into the unit wherein the new job is located.

4. An employee who has, as a result of a Board-incurred injury, suffered the loss of an eye or the equivalent of complete amputation of an essential body member may apply for preferred seniority on his/her regularly assigned job as long as he/she is physically able to perform the duties thereof. If the injury prevents his/her efficient performance on his/her regularly assigned job, he/she may request a transfer, whereupon the Board will attempt to place him/her in a job commensurate with skill and physical capability. An application approved under this section shall mean that the employee shall not be subject to displacement as long as he/she is physically capable of efficiently performing the duties of that job. The intent of this section is to protect employees who would find it extremely difficult to obtain other employment due to the type of disability covered under this section.

E. Disability Placement/Salary

1. Disabled employees shall be transferred to a job for which the disabled employee is physically fit and has the present skill and ability to perform the work required. The extent of any disability shall be determined by reference to competent medical reports.
2. The salary of an employee who does suffer a Board-connected disability will be the same as the salary prior to the injury, regardless of the job to which he/she is transferred.

## **ARTICLE C/M-9 --- Sick Leave**

### **A. Accumulative Sick Leave**

As of July 1, 1989, all twelve (12) month employees shall receive twelve (12) sick days and ten (10) month employees shall receive ten (10) sick days each school year, as of the first official day of said school year whether or not they report for duty that day. Unused sick leave shall be accumulated from year to year with no maximum.

### **B. Notification of Accumulation**

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

### **C. If any employee otherwise entitled to sick leave under the provisions hereof shall be required to be absent from his/her post of duty as a result of an accidental personal injury arising out of and in the course of his/her employment, the Board agrees to pay such employee his/her full salary or wages for the duration of such absence up to one (1) calendar year from the commencement thereof without charging such absence to the employee's annual or accumulated sick leave.**

Such payment shall be made for any absence during the period that the employee received or may have been eligible to receive temporary disability benefits under the Worker's Compensation Law. However, any amount of salary or wages payable to an employee pursuant to this provision shall be reduced by the amount of any Worker's Compensation award or benefits made to the employee for temporary disability (18A:30-2.1).

## **ARTICLE C/M-10 --- Pay Days/Shift Differential**

### **A. Shift Differential**

1. A twenty cents (\$0.20) per hour shift differential will be paid to the second and third shift employees for all hours worked on the second and third shift.

### **B. Persons holding a Black Seal License shall receive an additional compensation of \$525.00 during the first year of the contract and \$550.00 during the second year.**

1. Anyone hired after January 1, 1988 must make a reasonable effort to receive a Black Seal License within one year.

### **C. Pay Days**

1. If paychecks are available, the night shift workers will receive their checks the night before if the pay day falls on a Friday, a holiday or a vacation.

2. All unit members shall receive the second December paycheck on the last scheduled work day before the winter vacation.

**Teacher Salary Guides 2013-2014**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+25</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1</b>	51,280	52,330	53,030	53,730	54,430	55,130
<b>2</b>	51,480	52,530	53,230	53,930	54,630	55,330
<b>3</b>	51,680	52,730	53,430	54,130	54,830	55,530
<b>4</b>	51,880	52,930	53,630	54,330	55,030	55,730
<b>5</b>	52,080	53,130	53,830	54,530	55,230	55,930
<b>6</b>	52,280	53,330	54,030	54,730	55,430	56,130
<b>7</b>	52,480	53,530	54,230	54,930	55,630	56,330
<b>8</b>	52,880	53,930	54,630	55,330	56,030	56,730
<b>9</b>	53,280	54,330	55,030	55,730	56,430	57,130
<b>10</b>	53,900	54,950	55,650	56,350	57,050	57,750
<b>11</b>	55,200	56,250	56,950	57,650	58,350	59,050
<b>12</b>	56,500	57,550	58,250	58,950	59,650	60,350
<b>13</b>	60,500	61,550	62,250	62,950	63,650	64,350
<b>14</b>	67,972	69,022	69,722	70,422	71,122	71,822
<b>15</b>	76,064	77,119	77,822	78,526	79,229	79,933

\*\*Effective June 30, 2016, “Step 14A” shall be inserted in the Teacher Salary Guide, and shall be effective and binding on the parties.\*\*

**Teacher Salary Guides 2014-2015**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+25</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1</b>	51,280	52,330	53,030	53,730	54,430	55,130
<b>2</b>	51,480	52,530	53,230	53,930	54,630	55,330
<b>3</b>	51,680	52,730	53,430	54,130	54,830	55,530
<b>4</b>	51,880	52,930	53,630	54,330	55,030	55,730
<b>5</b>	52,080	53,130	53,830	54,530	55,230	55,930
<b>6</b>	52,280	53,330	54,030	54,730	55,430	56,130
<b>7</b>	52,480	53,530	54,230	54,930	55,630	56,330
<b>8</b>	52,880	53,930	54,630	55,330	56,030	56,730
<b>9</b>	53,280	54,330	55,030	55,730	56,430	57,130
<b>10</b>	53,900	54,950	55,650	56,350	57,050	57,750
<b>11</b>	55,200	56,250	56,950	57,650	58,350	59,050
<b>12</b>	56,500	57,550	58,250	58,950	59,650	60,350
<b>13</b>	60,500	61,550	62,250	62,950	63,650	64,350
<b>14</b>	67,972	69,022	69,722	70,422	71,122	71,822
<b>15</b>	76,496	77,554	78,259	78,964	79,669	80,374

\*\*Effective June 30, 2016, “Step 14A” shall be inserted in the Teacher Salary Guide, and shall be effective and binding on the parties.\*\*

**Teacher Salary Guides 2015-2016**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+25</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1</b>	51,280	52,330	53,030	53,730	54,430	55,130
<b>2</b>	51,480	52,530	53,230	53,930	54,630	55,330
<b>3</b>	51,680	52,730	53,430	54,130	54,830	55,530
<b>4</b>	51,880	52,930	53,630	54,330	55,030	55,730
<b>5</b>	52,080	53,130	53,830	54,530	55,230	55,930
<b>6</b>	52,280	53,330	54,030	54,730	55,430	56,130
<b>7</b>	52,480	53,530	54,230	54,930	55,630	56,330
<b>8</b>	52,880	53,930	54,630	55,330	56,030	56,730
<b>9</b>	53,280	54,330	55,030	55,730	56,430	57,130
<b>10</b>	53,900	54,950	55,650	56,350	57,050	57,750
<b>11</b>	55,200	56,250	56,950	57,650	58,350	59,050
<b>12</b>	56,500	57,550	58,250	58,950	59,650	60,350
<b>13</b>	60,500	61,550	62,250	62,950	63,650	64,350
<b>14</b>	67,972	69,022	69,722	70,422	71,122	71,822
<b>*14A</b>	72,360	73,416	74,120	74,823	75,527	76,231
<b>15</b>	76,749	77,810	78,517	79,225	79,932	80,640

\* “Step 14A,” in the amounts indicated above, shall be effective June 30, 2016, and binding on the parties.

## Teacher Off-Guide Salaries for 2013-2016

	BA	BA+15	BA+25	MA	MA+15	MA+30
2012-2013 (Base Yr)	81,670	80,248	81,082	80,227	84,922	
	79,435			79,877	80,903	
	77,777					
	77,777					
	81,670					
<b>2013-2014</b>	82,320	80,891	81,729	80,870	85,588	-
	80,074			80,518	81,549	-
	78,408					-
	78,408					-
	82,320					-
<b>2014-2015</b>	82,768	81,335	82,175	81,314	86,044	
	80,516			80,962	81,995	
	78,846					
	78,846					
	82,768					
<b>2015-2016</b>	83,041	81,604	82,447	81,583	86,327	
	80,782	-	-	81,229	82,266	
	79,106	-	-	-	-	
	79,106	-	-	-	-	
	83,041	-	-	-	-	

## Support Staff Salary Guides 2013-2014

<b>Step</b>	<b>Clerk</b>	<b>Key</b>	<b>Lib Asst</b>	<b>Sect</b>	<b>Ins aide</b>	<b>Utility</b>	<b>Maint</b>
<b>1</b>	24,252	28,796	23,057	28,592	14,843	34,705	51,564
<b>2</b>	24,452	28,996	23,257	28,792	15,043	34,905	51,764
<b>3</b>	24,652	29,196	23,457	28,992	15,243	35,105	51,964
<b>4</b>	24,856	29,604	23,666	29,196	15,516	35,315	54,004
<b>5</b>	25,060	30,092	23,877	29,400	15,791	35,526	56,044
<b>6</b>	25,264	30,302	24,087	29,604	16,065	35,736	58,084
<b>7</b>	25,468	30,881	24,642	29,808	16,339	36,129	60,124
<b>8</b>	26,154	32,640	26,162	30,318	16,887	37,090	62,164
<b>9</b>	26,839	34,679	27,683	30,985	17,436	38,236	63,420
<b>10</b>	27,525	36,719	29,049	36,719	17,709	39,381	63,930
<b>11</b>	28,210	42,452	37,101	42,452	18,313	43,443	64,440
<b>12</b>	33,524	48,487	39,318	48,487	21,061	49,602	65,690

## Support Staff Salary Guides 2014-2015

<b>Step</b>	<b>Clerk</b>	<b>Key</b>	<b>Lib Asst</b>	<b>Sect</b>	<b>Ins aide</b>	<b>Utility</b>	<b>Maint</b>
<b>1</b>	24,252	28,796	23,057	28,592	14,843	34,705	51,564
<b>2</b>	24,452	28,996	23,257	28,792	15,043	34,905	51,764
<b>3</b>	24,652	29,196	23,457	28,992	15,243	35,105	51,964
<b>4</b>	24,856	29,604	23,666	29,196	15,516	35,315	54,004
<b>5</b>	25,060	30,092	23,877	29,400	15,791	35,526	56,044
<b>6</b>	25,264	30,302	24,087	29,604	16,065	35,736	58,084
<b>7</b>	25,468	30,881	24,642	29,808	16,339	36,129	60,124
<b>8</b>	26,154	32,640	26,162	30,318	16,887	37,090	62,164
<b>9</b>	26,839	34,679	27,683	30,985	17,436	38,236	63,420
<b>10</b>	27,525	36,719	29,049	36,719	17,709	39,381	63,930
<b>11</b>	28,210	42,452	37,101	42,452	18,313	43,443	64,440
<b>12</b>	33,848	48,844	39,654	48,844	21,358	49,961	66,084



## Support Staff Salary Guides 2015-2016

<b>Step</b>	<b>Clerk</b>	<b>Key</b>	<b>Lib Asst</b>	<b>Sect</b>	<b>Ins aide</b>	<b>Utility</b>	<b>Maint</b>
<b>1</b>	24,381	28,949	23,179	28,744	14,922	34,889	51,837
<b>2</b>	24,582	29,150	23,380	28,945	15,123	35,090	52,038
<b>3</b>	24,783	29,351	23,581	29,146	15,324	35,291	52,239
<b>4</b>	24,988	29,761	23,791	29,351	15,598	35,502	54,290
<b>5</b>	25,193	30,251	24,004	29,556	15,875	35,714	56,341
<b>6</b>	25,398	30,463	24,215	29,761	16,150	35,925	58,392
<b>7</b>	25,603	31,045	24,773	29,966	16,426	36,320	60,443
<b>8</b>	26,293	32,813	26,301	30,479	16,977	37,287	62,493
<b>9</b>	26,981	34,863	27,830	31,149	17,528	38,439	63,756
<b>10</b>	27,671	36,914	29,203	36,914	17,803	39,590	64,269
<b>11</b>	28,360	42,677	37,298	42,677	18,410	43,673	64,782
<b>12</b>	34,027	49,103	39,864	49,103	21,471	50,226	66,434

## Activities Guide 2013-2016

Activity	2013-2016
Marching Band Director (H.S.)	\$4,919
Marching Band Director (M.S.)	\$2,956
Twirlers	\$1,304
Pom Pom	\$1,304
Color Guard	\$1,304
Yearbook (H.S.)	\$5,376
Yearbook financial advisor	\$3,933
Yearbook (M.S.)	\$3,477
Newspaper	\$2,728
Drama (per play) (M.S.)	\$2,869
Drama (per play) (H.S.)	\$3,912
Musical Advisor	\$3,912
12th grade advisor	\$3,006
12th grade advisor	\$3,006
11th grade advisor	\$2,448
11th grade advisor	\$2,448
10th grade advisor	\$1,690
10th grade advisor	\$1,690
9th grade advisor	\$1,690

Activity	2013-2016
9th grade advisor	\$1,690
8th grade advisor	\$2,459
National Honor Society	\$1,668
HS Sound/lighting advisor	\$4,094
Stage Crew MS/HS (per play)	\$1,819
Forensics	\$1,517
Choir Director (H.S.)	\$2,956
Choir Director (elem.)	\$2,956
Choir Director (M.S.)	\$2,956
Elementary Band	\$2,956
Safety Patrol (2)	\$1,000
Student Council (H.S.)	\$3,411
Student Council (M.S.)	\$2,869
Intramurals 30 (M.S.)	\$1,175
Intramurals 31 (H.S.) (*for 2013-2014 only) (**32 in 2014-2015, and 2015-2016)	\$1,175
Chaperone (per hour)	\$27.12
Athletics (per hour)	\$27.12
Detention Monitor (H.S./M.S.)	\$35.33/hr
After School Study/Bus (M.S.)	\$35.33/hr

## Delran Athletics Guides 2013-2016

<b>Athletics</b>	<b>2013-2016</b>
<b>Football</b>	
Head	\$9,309
Assistant	\$5,962
<b>Soccer-boys</b>	
Head	\$8,066
Assistant	\$5,145
<b>Soccer-girls</b>	
Head	\$8,066
Assistant	\$5,145
<b>X-Country-boys</b>	
	\$5,500
<b>X-Country-girls</b>	
	\$5,500
<b>Field Hockey</b>	
Head	\$8,066
Assistant	\$5,145
<b>Tennis-girls</b>	
Head	\$5,500
Assistant	\$3,078
<b>Tennis-boys</b>	
	\$5,500
<b>Cheerleading</b>	
Head (1st season)	\$5,500
Head (2nd season)	\$5,500
<b>Basketball-boys</b>	
Head	\$9,309
Assistant	\$5,962
<b>Basketball-girls</b>	
Head	\$9,309
Assistant	\$5,962

<b>Wrestling</b>	
Head	\$9,309
Assistant	\$5,962
<b>Swimming</b>	
Head	\$5,500
Assistant	\$3,078
<b>Bowling</b>	
	\$6,033
<b>Baseball</b>	
Head	\$8,066
Assistant	\$5,145
<b>Softball</b>	
Head	\$8,066
Assistant	\$5,145
<b>Track-boys</b>	
Head	\$8,066
Assistant	\$5,145
<b>Track-girls</b>	
Head	\$8,066
Assistant	\$5,145
<b>Golf</b>	
	\$5,500
<b>Lacrosse</b>	
Head	\$8,066
Assistant	\$5,145
<b>Weight trainer</b>	
	\$5,363
<b>MS Athletic director</b>	
	\$4,178
<b>MS Basket - boys</b>	
Head	\$4,099
Assistant	\$2,598

<b>MS Basket - girl</b>	
Head	\$4,099
Assistant	\$2,598
<b>MS Cheerleading</b>	\$4,178
<b>MS Wrestling</b>	
Head	\$4,099
Assistant	\$2,598
<b>MS Softball</b>	
Head	\$4,099
Assistant	\$2,598
<b>MS Lacrosse</b>	
Head	\$4,099
Assistant	\$2,598
<b>MS Field hockey</b>	
Head	\$4,099
Assistant	\$2,598

<b>MS Baseball</b>	
Head	\$4,099
Assistant	\$2,598

## **ADDENDUM I --- BUS DRIVERS**

### **BUS DRIVER ARTICLES**

#### **ARTICLE B-1 --- Definitions**

Contract #1 - a four (4) hour day, transporting children who attend school for a full day.

Contract #2 - drivers will be paid for actual driving time to transport children who attend school for one-half (1/2) day, i.e., Kindergarten Program, Bright Eyes, etc., and children who are involved in inter-school programs where transportation occurs on a daily basis, i.e., Ace Program.

Seniority - seniority shall be defined for the purpose of this Agreement to mean continuous length of service as Contract #1 bus drivers for the Board. Any Board employee who transfers to the bus drivers' group shall be on Step #1 of the current salary scale.

#### **ARTICLE B-2 --- Work Schedule**

##### **A. Contract #1**

1. Each scheduled Contract #1 run will consist of four (4) hours, including a maximum of thirty (30) minutes a day for warm up of bus, record-keeping, gassing bus, etc.
2. The time will be divided between morning and afternoon and will be continuous time, excepting when an assigned school has a half-day (1/2) session.
3. Runs are to be arranged at the beginning of the school year as equally as possible.
4. Drivers may exchange runs with one another when a public school is open and the non-public school is closed or when a public school is closed and a non-public school is open provided:
  - a. both drivers mutually agree,
  - b. established route will be followed with no deviation,
  - c. the transportation coordinator has been informed and has given authorization.

##### **B. Contract #2**

1. Each scheduled Contract #2 run will constitute a full contract for actual driving time with no extra time for record keeping, etc. Number #3 and #4 under "A" above will also apply to Contract #2.

C. Selection of Contract #1 and #2

1. All scheduled runs will be made up of several routes. These runs will be available, prior to the beginning of each school year, and selection will be according to seniority. Each driver, if possible, will retain previously assigned vehicle.
2. Date for selection of runs shall be established before close of the school year in June. If, for any reason, a driver cannot be present for selection of runs, said driver shall be permitted to contact administration by telephone to select run at a time agreed to by both parties. Said driver cannot be by-passed in selection of run until both parties have agreed by telephone, barring unforeseen problems, which would not allow the two parties to speak to each other. Administration would then assign a run to an absent driver.
3. When an entirely new run has been created, i.e. a series of routes have been combined to form a new run, or when a vacancy exists on an existing run, and it is determined by the Board or the existing administration that a vacancy is to be filled, said new run shall be posted on the bulletin board in the transportation office for a period of five (5) working days. Any driver who is currently working may select the run within the five (5) day period.
4. New run selection will be submitted by signing and initialing the posted notice.
5. In the assigning of runs referred to above, seniority shall be the deciding factor, provided the selected driver has the necessary qualifications and license. If any open run referred to in this article is not selected, in writing, after being posted for five (5) working days, said run will be filled from outside the Contract #1 driver group.
6. The Board or coordinator may fill any posted vacancy on a temporary basis pending the permanent assignment of a driver in accordance with the provisions of this article.
7. If any driver accepts a Contract #2 and does not fulfill said contract, driver forfeits the right to apply for any new or vacant Contract #2 runs which occur during the balance of the school year or until all other drivers have had the chance to apply.
8. If a Contract #2 run is deleted during the school year, driver of said run may bump the driver of a Contract #2 run with the lower seniority.
9. If any driver refuses a Contract #2, the driver forfeits the right to apply for any new or vacant Contract #2 run which might occur during the balance of the school year until all other drivers have had an opportunity to apply.

10. The Board shall compensate employees for attendance at general meetings called by the Transportation Coordinator or his superior at the extra driving time rate after the first three (3) meetings.
11. The Board and the Association agree to mutually develop a run selection schedule.

D. Extra Driving Time

1. Contract #1 drivers will be paid at the rate agreed for extra driving time. Extra driving includes class/sports trips, substituting on contracted runs and other transporting of students or other assigned driving beyond normal to and from runs per school calendars.
2. If extra driving time is assigned, driver shall be paid a minimum of one-half (1/2) hour for driving that is contiguous to driver's regular run, one (1) hour minimum otherwise. Contiguous time shall mean no more than fifteen (15) minutes from end of regular run to beginning of assigned driving duty. When a driver arrives at school and is then informed that the trip has been canceled, a minimum of two (2) hours, at the rate for extra time, will be paid to said driver.
3. The driver of a canceled trip shall be placed first on the seniority/rotation list.
4. Coordinator, mechanic or any other employee of the board who has a bus driver's license, in addition to a regular contracted job with the board, shall not be assigned to extra driving time until all Contract #1 and Contract #3 drivers have been given the opportunity to accept/refuse. Acceptance or refusal must be given to the coordinator within sixteen (16) hours. A contract #1 driver cannot take extra driving time which would interfere with his/her normal Contract #1 obligations.
5. In an emergency, where time does not permit the coordinator to utilize the seniority/ rotation list, the coordinator has the authority to assign trip to first available Contract #1 or Contract #3 driver. If one of these drivers proves not to be available, any employee with a bus driver's license may be used.
6. All extra driving time will be assigned on a seniority and rotation basis. At least twenty-four (24) hours notice must be given to the driver, more if possible. When twenty-four (24) hours notice is not given, refusal of a trip is not considered a turn in the rotation/seniority process. When a driver becomes ill after accepting a trip and does not report for work or becomes ill after reporting for regular run; when a driver is on an official emergency leave such as death in the family or critical illness in the family; when a driver is on an extended school holiday, i.e. winter and spring vacation, etc., if that driver is contacted after the holiday begins, refusal will not count, acceptance will be counted on the seniority/rotation process. A driver who has a license to drive only Type II will not be asked to take runs on a Type I vehicle. Only refusal of a Type II extra driving assignment will

count as that driver's turn. Notification of the availability of extra driving assignments will be placed in the mailbox of the driver next in rotation prior to either the AM or PM run of that driver.

7. All Contract #1 drivers must sign up at the beginning of the school year to be eligible for extra driving time and Contract #2 substitution. A driver signing a Contract #1 contract after school begins must sign up within a week after notification of permanent employment. Selection of drivers for extra driving time shall be made from these lists on a seniority/rotation basis.
8. A trip assignment shall include written address and directions for destination. The driver, upon presentation of receipts, will be reimbursed for parking fees when free parking cannot be found within a reasonable distance of the event.
9. Outside contracted busses shall be used only when all Delran busses, with Delran contracted drivers, are positively known to be unavailable.
  - a. The Board may opt to contract outside busses for trips over one hundred (100) miles one way.
10. For inspection only - If available, each Contract #1 driver will take his/her own bus for inspection twice a year. Contract #1 drivers will substitute for an unavailable Contract #1 driver according to seniority. Contract #3 drivers will be used only when all Contract #1 drivers have refused to drive. A minimum of one (1) hour's pay, at the current rate for extra driving time, will be guaranteed. If more than one (1) hour is necessary, any extra time needed will be compensated at the same rate of pay.

### **ARTICLE B-3 --- Employees' Duties**

All drivers will drive scheduled runs as selected; gas bus as necessary; keep all windows clean; keep the interior of the bus litter-free; keep records on a daily basis; report discipline problems to the coordinator; maintain discipline on the bus; and obey all state regulations and Board and Administration policies. State regulations and Board and Administration policies pertaining to transportation shall be given to each driver at the beginning of each school year and whenever new regulations and policies are established.

### **ARTICLE B-4 --- Employees' Benefits**

#### **A. Sick leave**

1. Ten (10) days paid sick leave per Contract #1. This is for contract year and shall be accumulated from year to year with no maximum limit.



- B. Reimbursement for driver's license and required physical: A driver shall be reimbursed for charges for required driver's license (bus driver's), physical examination, fingerprinting, and CDL testing as required by the State Motor Vehicle Division. The maximum reimbursement for such itemized bills shall be one hundred and fifty dollars (\$150.00) every two (2) years.
- C. Reimbursement for court appearance: For the safety of the children, a driver shall be reimbursed for time spent in court when summoned to appear as a witness for the state concerning school bus violations. The rate of reimbursement shall be that of extra driving time.
- D. Class/Sport Trips
  - 1. When a bus or busses are sent on a trip, each driver may request a contracted Delran School bus driver to ride on the bus for the following reasons:
    - a. Safety reasons: i.e. unsafe and undesirable parking locations, often a distance from the place where children are dropped off. The driver has to remain with the bus in unsavory areas and has to return to an empty bus after attending an event, locking, and unlocking the bus, particularly at night.
    - b. Helping with directions: visible, on the job directing, either driver or rider showing good or bad points about using certain roads to reach destination and parking facilities.
  - 2. There will be no salary involved, the rider's work schedule cannot be changed, and space should be available on the bus. The driver or rider will not be used as a chaperone. The name of the rider must be written on the trip sheet and acknowledged by the coordinator beforehand.

E. Reimbursement

The driver will be reimbursed for tolls and parking when no free parking is available. To be reimbursed, a driver must present receipts to the coordinator.

F. Summer Contract

When a summer contract is offered either as a driver or an aide, the seniority list shall be used for both contracts unless special qualifications are required.

**ARTICLE B-5 --- Seniority and Job Security**

- A. School district seniority is defined as service by appointed employees in the district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.

- B. In the event of a Reduction in Force in the district including reduction caused by the discontinuance of facility for its relocation, the employees in the department involved in the district shall be laid off in the inverse order of seniority. In the event of any Reduction in Force (RIF), district-wide seniority shall apply. The Board shall retain the right to reduce the number of positions when done in good faith and for just cause. Any such reduction as above defined shall only be accomplished in accordance with the following procedure:

The employee(s) affected by such a reduction shall have seniority rights over the most junior employee within his/her current category of employment, and those employee(s) thus affected shall retain the same rights in replacing the junior employee in their categories before reverting to the next lower category to exercise seniority rights.

- C. In the event that within one (1) year from the date of his/her lay-off a vacancy occurs in the classification of his/her last appointment in the department from which he/she was laid off or in a lesser classification in the same line of work in the department, a laid-off employee shall be entitled to recall thereto in the order of his/her departmental seniority.
- D. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district by certified mail, return receipt requested. Within fifteen (15) work days from receipt of such notice of recall, the employee shall notify the Superintendent of Schools or his designee, in writing, whether or not he/she desires to return to the work involved in recall. If he/she fails to reply, or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report for such work within one (1) month from the date he/she receives the recall notice or within a period of time as is set forth in a written extension of time signed by the Superintendent of Schools or his designee. In the event that he/she fails to so report to work, he/she shall forfeit all of his/her seniority and all rights to recall.

**BUS DRIVERS SALARY GUIDE**

<u>1991-92</u>	<u>1992-93</u>
\$4,729.00	\$4,760.00
\$5,029.00	\$5,060.00
\$5,272.00	\$5,381.00

**MECHANIC SALARY GUIDE**

<u>1991-92</u>	<u>1992-93</u>
\$18,755.00	\$19,768.00
\$19,055.00	\$20,068.00
\$19,590.00	\$20,389.00

\$20,527.00	\$20,961.00
\$21,554.00	\$21,964.00
\$22,580.00	\$23,063.00

**MECHANIC HELPER GUIDE**

<u>1991-92</u>	<u>1992-93</u>
\$14,045.00	\$14,728.00
\$14,345.00	\$15,028.00
\$14,880.00	\$15,349.00
\$15,395.00	\$15,922.00
\$16,037.00	\$16,473.00
\$16,678.00	\$17,160.00

Off Guide Increase 7% 1991-92 & 7% 1992-93

A service increment of three hundred dollars (\$300.00) based on a unit member's continuous employment in the Delran Township Public School System shall be payable at the issuance of the unit member's tenth, fifteenth, and twentieth consecutive contract or letter of intent.

Contract #2

1991-1992		1992-93	
1 hour -	\$2,203.00	1 hour -	\$2,357.00
1 1/4 hour -	\$2,754.00	1 1/4 hour -	\$2,947.00
1 1/2 hour -	\$3,305.00	1 1/2 hour -	\$3,536.00

Contracts for the above Contract #2 are to be issued by September. The above guides are based on one hundred eighty (180) days.

EXTRA DRIVING TIME

Rate \$12.24 Per Hour 1991-92

Rate \$13.10 Per Hour 1992-93