

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 7/1/2016 thru 6/30/2017.

Employer: Closter Board of Education

County: Bergen

Date: 9/12/2017

Name: Peter Iappelli

Print Name

Title: School Business Administrator

  
Signature

New Jersey Public Employment Relations Commission  
**NON-POLICE AND FIRE**  
**COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM**

Line #

**SECTION I: Parties and Term of Contracts**

1	Public Employer: <input type="text" value="Closter Board of Education"/>	County: <input type="text" value="Bergen"/>
2	Employee Organization: <input type="text" value="Closter Education Association"/>	Number of Employees in Unit: <input type="text" value="105"/>
3	Base Year Contract Term: <input type="text" value="July 1, 2016"/>	New Contract Term: <input type="text" value="June 30, 2017"/>

**SECTION II: Type of Contract Settlement (please check only one)**

4	<input type="checkbox"/> Contract settled without neutral assistance
5	<input checked="" type="checkbox"/> Contract settled with assistance of mediator
6	<input type="checkbox"/> Contract settled with assistance of fact-finder
7	<input type="checkbox"/> Contract settled with assistance of super-conciliator
8	If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
	Yes <input type="checkbox"/> No <input type="checkbox"/>

**SECTION III: Salary Base**

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9	Salary Costs in Base Year	\$ <input type="text" value="8,663,013"/>
10	Longevity Costs in Base Year	\$ <input type="text" value="47,000"/>
11	Total Salary Base	\$ <input type="text" value="8,710,013"/>

**SECTION IV: Salary Increases for Each Year of New Agreement\***

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<input type="text" value="7/1/16-6/30/17"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
13 Cost of Salary Increments (\$)	<input type="text" value="\$197,715"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
14 Salary Increase Above Increments (\$)	<input type="text" value="\$36,154"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15 Longevity Increase (\$)	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
16 Total \$ Increase (sum of lines 13-15)	<input type="text" value="\$235,170"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
17 New Salary Base (\$)	<input type="text" value="\$8,945,183"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18 Percentage increase over prior year	<input type="text" value="2.7"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %

*\*If contract duration is longer than five years, please add an additional page.*

**SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items\***

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
	N/A	0					
20	Totals(\$):						

*\*If contract duration is longer than five years, please add an additional page.*

**SECTION VI: Medical Costs**

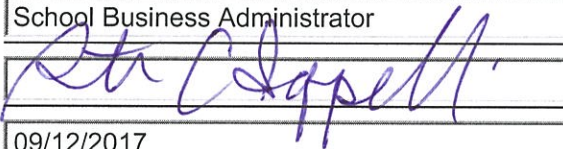
	Base Year	Year 1
21 Health Plan Cost	\$ 2,635,950	\$ 2,952,264
22 Prescription Plan Cost	\$ 0	\$ 0
23 Dental Plan Cost	\$ 156,300	\$ 156,300
24 Vision Plan Cost	\$ 0	\$ 0
25 Total Cost of Insurance	\$ 2,792,250	\$ 3,108,565
26 Employee Insurance Contributions	\$ 470,000	\$ 670,000
27 Employee Contributions as % of Total Insurance Cost	16.83 %	21.55 %

**Section VI: Medical Costs (continued)**

28 Identify any insurance changes that were included in this CNA.  
No insurance changes.

**SECTION VII: Certification and Signature**

29 The undersigned certifies that the foregoing figures are true:

Print Name:	<u>Peter Iappelli</u>
Position/Title:	<u>School Business Administrator</u>
Signature:	
Date:	<u>09/12/2017</u>

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Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us)

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NJ Public Employment Relations Commission  
Conciliation and Arbitration  
PO Box 429  
Trenton, NJ 08625  
Phone: 609-292-9898

Revised 8/2016

**AGREEMENT  
BETWEEN THE  
CLOSTER BOARD OF EDUCATION  
AND THE  
CLOSTER EDUCATION ASSOCIATION  
FOR THE  
2016-2017  
SCHOOL YEAR**

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This AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, Two Thousand and Sixteen, by and between:

BOARD OF EDUCATION  
BOROUGH OF CLOSTER, NEW JERSEY

hereinafter referred to as the "Board"; and

CLOSTER EDUCATION ASSOCIATION

hereinafter referred to as the "Association."

WHEREAS, the parties have heretofore conducted collective bargaining negotiations covering the matters hereinafter mentioned;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained,

IT IS AGREED AS FOLLOWS:

**ARTICLE I**  
**RECOGNITION**

The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining negotiations concerning the terms and conditions of employment of all regularly employed and certificated teaching personnel exercising non-supervisory positions; the secretaries (except the secretary to the superintendent and the secretaries to the Business Administrator); the regularly employed paraprofessionals; and the custodial and maintenance personnel, with the exception of the Supervisor of Buildings and Grounds, employed by the Board.

**ARTICLE II**  
**DEFINITIONS**

Whenever used in this Agreement, the following terms shall have the following meanings:

"Teacher" shall mean only regularly employed and certificated teaching personnel exercising non-supervisory positions.

"Secretaries" shall mean only the secretaries employed by the Board (except the secretary to the Superintendent and secretaries to the Business Administrator).

"Custodial and Maintenance Personnel" shall mean only the custodial and maintenance personnel employed by the Board.

"Paraprofessionals" shall mean only regularly employed paraprofessionals.



"All employees" or "all personnel" shall mean teachers, secretaries, paraprofessionals, custodial and maintenance personnel covered by this Agreement.

### **ARTICLE III** **REPRESENTATION FEE**

A. If an employee included within the Recognition clause of this Agreement does not, for any year during the term of this Agreement, become a member of the Association, such employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing:

- (1) of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year; and
- (2) of the amount which, in the determination of the Association, is the maximum fee permitted by law.

The representation fee to be paid by non-members will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any employee covered by this Agreement who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to such employee during the remainder of the membership year in question. The deductions will begin with the first paycheck after October 1 in the school year for employees previously employed or 30 days after a new employee begins his or her employment in a bargaining unit position.

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct

the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used in the deduction and transmission of regular membership dues to the Association.

F. Hold Harmless Clause

The Association will indemnify and hold the Board harmless against all claims, suits and liability, including the cost of reasonable legal fees, arising out of the Board's actions in compliance with the terms of this Article.

**ARTICLE IV**  
**NEGOTIATIONS OF SUCCESSOR AGREEMENT**

- A. The Association and the Board mutually agree to initiate negotiations in accordance with the terms of the Public Employment Relations Act.
- B. The Association and the Board shall meet on a mutually agreed upon time and date and negotiate in good faith with respect to salaries and other terms and conditions of employment.
- C. Either party may, if it so desires, utilize the services of outside consultants to assist in the negotiations.
- D. When an agreement is reached on salaries and other terms and conditions of employment, it shall be embodied in writing and signed by the duly authorized representatives of the Board and the Association and be subject to ratification by the Board and the Association.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the Board and the Association.
- F. If during the process of collective bargaining meetings are scheduled during the working hours of any employee who is a member of the negotiating committee, each such employee shall not suffer any loss in pay nor shall he or she be required to make up this time.

**ARTICLE V**  
**ASSOCIATION RIGHTS**

- A. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee shall have the right to freely organize, join and support the Association and its affiliates for mutual aid and protection. The Board agrees that it shall not directly or indirectly discourage or deprive any employee in the employment of the Board of any rights conferred by Chapter 303 and Chapter 123, Public Laws of 1974 or other Laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of the employee's membership in the Association and its affiliates, collective negotiations with the Board, or the employee's institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association shall have the right to use the inter-school mail facilities and school mail boxes.

**ARTICLE VI**  
**SALARIES AND OTHER REMUNERATION**

- A. The salaries of all personnel covered by this Agreement during the period from July 1, 2016 to June 30, 2017 shall be in conformity with the charts appearing as Schedules "A-1" (Teachers), "B" (Secretaries), "C" (Maintenance), "D" (Custodial), and "E" (Paraprofessionals) hereby annexed.
- B. Effective July 1, 1995, the MA 45 salary guide shall be eliminated; provided, however, that any employee who qualified for advancement to MA 45 prior to or during the term of the Agreement between the Closter Board of Education and the Closter Education Association for the 1995-1996, 1996-1997 and 1997-1998 School Years shall be paid at the appropriate step of the MA 45 salary guide.
- C. All contractual stipends are set forth in Schedule F.
- D. (1) In addition to the salary described in Paragraph 1 of this Article, any teacher who has completed fifteen (15) years shall receive a longevity stipend of \$1,000. Any secretary or custodial or maintenance employee who has completed ten (10) years or more of service in the Closter Public Schools shall receive a longevity stipend of \$650.00. Such stipend shall be paid in the same number of installments as the salary of the employee.
- (2) In addition to the salary described in paragraph 1 of this Article, and the Longevity Stipend described in Paragraph 2(a), any teacher who has

completed twenty (20) years shall receive a total longevity stipend of \$2,000. Any secretary or custodial or maintenance employee who has completed fifteen (15) years or more of service in the Closter Public Schools shall receive a total longevity stipend of \$1,500. Any secretary or custodial or maintenance employee who has completed twenty (20) years or more of service to the Closter Public Schools shall receive a total longevity stipend of \$2,000. Such stipends shall be paid in the same number of installments as the salary of the employee.

(3) In addition to the salary described in Paragraph One (1) of this Article, paraprofessionals shall receive total longevity stipends as follows:

- \$500 after ten (10) years of service to the Closter Public Schools
- \$700 after fifteen (15) years of service to the Closter Public Schools

Such stipends shall be paid in the same number of installments as the salary of the employee.

(4) A part-time employee, other than a paraprofessional, who qualifies for such longevity stipends shall receive a stipend prorated in accordance with the number of full days worked by such employee during the year in which such stipend is payable.

E. (1) For the 2016-2017 through 2018-2019 school years, the Board will reimburse each teacher for tuition expenses for approved credits attained by the teacher in his or her three (3) year period, but any such reimbursement shall not exceed \$1,000 per teacher for the applicable three (3) year period. Each part-time teacher shall be similarly entitled to reimbursement, which shall be prorated in accordance with the full time equivalent days worked by such teachers.

(2) Additionally, for the 2016-2017 through 2018-2019 school years, the Board will reimburse each secretary for tuition fees for approved courses or workshops attending during a designated three (3) year period, but any such reimbursement shall not exceed \$400.00 for the applicable three-year period.

(3) All course approval and movement on the guide is pursuant to N.J.S.A. 18A:6-8.5 as long as this law remains in effect.

F. The remuneration policy for the post-school program for the 2016-2017 school year during the term of this contract will be in conformity with Schedule "F" hereto annexed. To qualify for reimbursement for workshop presentations, a teacher must present instruction for the equivalent time of one (1) credit, which is fifteen (15) hours, or for prorated credit based upon approval of the Superintendent.

- G. Each Middle School Teacher assigned to the Advisor/Advisee program shall receive an annual stipend of \$233.
- H. Any teacher covered by this Agreement who participates in an overnight educational field trip approved by the Board will receive additional remuneration at the rate of \$50.00 per overnight.
- I. The Board will provide and pay for the health benefits consisting of hospital care benefits and surgical and diagnostic benefits and also Major Medical Insurance as described under the State Health Benefits Program. The coverage will extend (a) to all teachers, secretaries and custodial and maintenance employees covered by this Agreement; (b) to all paraprofessionals who work thirty-five (35) or more hours per week for ninety (90) or more working days in a school year, or such minimum hours as are required by the Affordable Care Act, 26 U.S.C. §5000A *et seq.* and/or any implementing regulations, whichever is lower; and (c) to the dependents of teachers, secretaries, paraprofessionals and custodial and maintenance employees as defined in the respective certificates and contracts.
- J. Dental insurance shall be provided for individual employees and their families.
- K. Any staff member assigned to more than one school building in a single day shall, upon approval of the superintendent of schools, be reimbursed at the applicable NJOMB rate for travel between schools.
- L. Commencing 1 July 2002, members of the Child Study Team (CST) may be called to work additional days beyond their contractual responsibilities when schools are not in session. Such days shall be at a mutually agreed upon time but must occur within the legal time constraints of the specific case(s) for which they are required. Child Study Team members who work these days shall be compensated at their daily rate for each day they are called in, not to exceed five (5) days unless required by legal process.
- M. Commencing 1 July 2002, Middle School Guidance Counselors and all Technology Coordinators shall each work five (5) additional days, at a mutually convenient time, above their contractual responsibilities when schools are not in session. Their salaries shall be increased 2.5% over the amount indicated in Schedule A-1 in recognition of this additional service.
- N. Movement on the Salary Guide
  - (1) The Board of Education shall approve horizontal movement on the salary guide because of educational credits attained by October of that year with salary retroactive to September 1, of that year.
  - (2) Requests must be submitted to the Superintendent of Schools on or before October 15<sup>th</sup> of the school year, and they must be accompanied by an official

transcript validating completion of a college or graduate course, or in the case of in-service credits, a certification of completion

- (3) Effective September 1, 2014, Teachers who have attained a Master's Degree will be eligible to advance to the MA+ columns on the following basis:
- a. A maximum of nine (9) graduate credits per year from an accredited College or University will count toward lateral movement to the next column.
  - b. No more than six (6) graduate credits from abbreviated courses will count toward lateral movement to the next column. An abbreviated course is any course that does not meet the definition of a full semester program.
  - c. Full Semester Program: Full semester programs are herein defined as graduate classes taken at a fully accredited college as recognized by the New Jersey Department of Education that:
    - i) Class duration of ten (10) to fifteen (15) weeks for in person classes.
    - ii) On-line courses shall be of a duration of eight (8) weeks or more.
    - iii) Three (3) or four (4) credit summer courses which meet regularly on a weekly basis for three (3) to four (4) weeks in duration.
    - iv) One (1) or two (2) credit summer courses that meet regularly for one (1) to two (2) weeks in duration.
    - v) The Superintendent, at his/her sole discretion, may approve as a "full semester class" one that falls outside the above parameters.

#### **ARTICLE VII** **TEACHER WORK YEAR**

The teachers' work year shall consist of 184 days, which shall include 181 pupil contact days, one (1) teacher orientation day and two (2) staff workshop days.

The Board shall work cooperatively with the professional development committee ("PDC") and the PDC shall designate the two (2) staff workshop days in the plan developed by the

PDC for the district for the purpose of teachers meeting their requirement for continuing education under the Continuing Education Code.

**ARTICLE VIII**  
**TEACHER PREPARATION TIME**

- A. Elementary school teachers shall be entitled to a minimum of 175 minutes of preparation time per week.
- B. Middle school teachers shall be entitled to a minimum of the equivalent of one (1) period of preparation time per day per week.
- C. Preparation time will be prorated for teachers who work less than one (1) full week.
- D. Preparation time shall be in addition to team planning.
- E. Each teacher denied preparation time due to unforeseen circumstances shall be compensated at the rate of one sixth (1/6) of the substitute rate of pay per 42 minutes period prorated.

**ARTICLE IX**  
**SICK LEAVE**

The parties agree that the following constitutes the policy with respect to sick leave:

- A. (1) Teachers, secretaries and paraprofessionals covered by this Agreement shall receive ten (10) days of sick leave annually without loss of pay.  
(2) Custodial and maintenance personnel covered by this Agreement shall receive twelve (12) days of sick leave annually without loss of pay.
- B. Any sick leave days that are not used in any school year accumulate to provide a reserve sick leave over the initial days set forth in Paragraph A.
- C. This sick leave applies only to the personal illness or incapacity of the individual employee and does not cover members of the family as reasons for absence.
- D. Any person who has exhausted his or her sick leave granted pursuant to Paragraph 1 during any school year during the term of this contract shall have the right to utilize, for purposes of sick leave, any then available temporary non-cumulative personal days of absence granted under Article IX. At the election of the employee, by notice to the Superintendent, such personal days may be used prior to utilization of any reserve sick leave accumulated from prior periods of employment.

- E. Any employee who is continuously absent because of illness for more than four (4) days may be required to submit a doctor's certificate; in case of prolonged illness the Board may require a doctor's certificate periodically through the period of illness.
- F. At the opening of each school year, the Board will provide each employee covered under this Agreement with a statement as to his or her accumulated sick leave, including the ten days for the ensuing school year.
- G. Personnel should not schedule personal medical appointments during the school day.
- H. When absence for sick leave exceeds the annual sick leave and accumulated sick leave, an employee may request extended payment and the Board may pay any such person each day's salary less the pay of a substitute for such length of time as may be determined by the Board in each individual case, in accordance with N.J.S.A. 18A:30-6.
- I. Any employee covered by this Agreement who is ill for four (4) or more consecutive days may be directed to undergo a physical examination by a physician named by the Board. The Board shall pay for such examination.
- J. In order to encourage attendance by staff members, to discourage absenteeism, and to reward longevity of service, the Board and Association agree on the following compensation to be paid to any staff member who retires according to the provisions of the TPAF or PERS:
  - (1) No member employee shall have the option to receive direct monetary reimbursement for any accumulated sick leave upon, or prior to, retirement from the District.
  - (2) The Board shall make certain non-salary reduction contributions to an available tax sheltered annuity under section 403(b) of the Internal Revenue Code (hereinafter referred to as "403(b) Plan") for certain member employees upon retirement from the District as follows:
    - a. A full-time teacher, secretary or custodial and maintenance member of the Association who retires from the District according to the provisions of the TPAF or PERS, and who has had fifteen (15) or more continuous years of service in the District, and who gives notice in the manner hereafter prescribed, shall have an amount equal to \$70.00 per sick day accumulated at the time of his or her retirement, to a total maximum of \$12,600.00, deposited by the Board into an available 403(b) Plan.



- b. A full-time paraprofessional member of the Association who retires from the District according to the provisions of TPAF or PERS, and who has had fifteen (15) or more continuous years of service in the District, and who gives notice in the manner hereafter prescribed, shall have an amount equal to \$15.00 per sick day accumulated at the time of his or her retirement, to a total maximum amount of \$1,260.00, deposited by the Board into an available 403(b) Plan.
  - c. A full-time teacher, secretary or custodial and maintenance member of the Association who retires from the District according to the provisions of TPAF or PERS, and who has had ten (10) or more, but less than fifteen (15), continuous years of service in the District, and who gives notice in the manner hereafter prescribed shall have an amount equal to \$65.00 per sick day accumulated at the time of his or her retirement, to a total maximum amount of \$5,850.00, deposited by the board into an available 403(b) Plan.
  - d. A full-time paraprofessional member of the Association who retires from the District according to the provisions of TPAF or PERS, and who has ten (10) or more, but less than fifteen (15) continuous years of service in the District, and who gives notice in the manner hereafter prescribed, shall have an amount equal to \$10.00 per sick day accumulated at the time of his or her retirement, to a total maximum amount of \$630.00, deposited by the Board into an available 403(b) Plan.
  - e. On the same terms and conditions as are applicable to full-time employees, any part-time employee meeting the requirements of the above paragraphs shall have the applicable amount per sick day accumulated at the time of his or her retirement deposited by the Board into an available 403(b) Plan, provided that the maximum contribution amount shall be prorated in accordance with the number of full days worked by such employee at the date of his or her retirement from the District.
  - f. To be eligible to benefit from such contributions, an employee must have given notice to the Board of his or her intention to retire at least ninety (90) days prior to retirement, but the Board may waive this notice requirement on a case-by-case basis.
- (3) Any non-elective, non-salary reduction contributions made pursuant to Paragraph 3 of this Agreement shall be further limited by the applicable annual limit(s) to such contributions as established by the Internal Revenue Service.

- (4) The schedule of any non-elective, non-salary reduction contributions made pursuant to Paragraph 3 of this Agreement shall be determined by the Board at the time of the member employee's retirement from the District, but in no event shall such contribution schedule exceed five (5) years from the date of the employee's retirement from the District.

## **ARTICLE X** **PERSONAL LEAVE**

The parties agree that the following constitutes the policy with respect to personal leave:

Personnel covered by this agreement shall be entitled to personal days of absence with full pay as follows:

An allowance up to three (3) days for teachers, secretaries, custodial and maintenance employees and paraprofessionals in each year during the term of this Agreement shall be granted for matters of a personal nature with five (5) days' written prior notification to the school Principal and the Superintendent of Schools for any of the following reasons, viz:

- (1) Personal business which cannot be handled outside of school hours.
- (2) Legal business which cannot be handled outside of school hours.
- (3) Household or family matters which cannot be handled outside of school hours.
- (4) Any other emergency or urgent reason not included above if approved by the Superintendent of Schools and Principal. In cases of death or illness in the immediate family (defined as household members, parents, spouse, spouse's parents, grandparents, children, stepchildren, siblings and siblings' spouses), the determination of the length of personal leave is discretionary with the Superintendent of Schools, which shall in no event exceed five (5) days. A written statement of the reason for such emergency leave shall be submitted to the building Principal prior to the emergency leave or immediately following such emergency leave.
- (5) In case of a death in the "immediate family," a paraprofessional shall receive three (3) days leave of absence with pay, provided that if the employee has not used his/her personal leave days at the time of such death one of the three days leave under this paragraph shall be deemed to be a personal leave day. ("Immediate Family" means household members, parents, spouse, spouse's parents, grandparents, children, stepchildren, siblings and siblings' spouses.)

In cases of emergency, the required five (5) days' prior notification may be waived.

Prior notice should state the category under which such leave is requested and the date or dates the individual will be absent. Upon giving such notice, the employee may be entitled to be absent for the reason or purpose stated without further explanation to the administration, unless the administration determines that it is necessary to verify the purpose of such leave because of the employee's pattern of absences or the employee's requested absence would result in excessive staff absenteeism in a school building, which determination shall not be arbitrary, capricious or unreasonable.

In cases where personal leave exceeds three (3) days for teachers, secretaries and custodial and maintenance employees, and paraprofessionals, such absences in excess of these limits may be without pay. It shall be the responsibility of the Superintendent to decide whether extenuating circumstances are evident and to extend the applicable limit.

In addition to the previously stated leave days, teachers, secretaries and custodial and maintenance employees covered under this Agreement, with the prior approval of the administration, shall be entitled to professional leave days with full pay for the following reasons, viz:

- (1) To attend professional meetings; conferences or workshops.
- (2) To engage in professional visitations to other schools or educational systems.

Personal leave days unused during the year shall be accrued to a separate individual sick leave bank to be used by the individual employee after he or she has exhausted his or her annual and accumulated sick days. Such days shall be accumulative from year to year. However, such days shall not be added, at termination of employment, to the employee's accrued sick leave for reimbursement purposes.

For any employee employed in the district prior to July 1, 1992, any personal leave days accrued from July 1, 1987 to June 30, 1992 to the credit of the individual employee, shall be used only upon voluntary termination of the individual's employment, in the following manner: one-third of the accrued personal leave days may be added, at termination of employment, to the employee's accrued sick leave for reimbursement purposes. In no event shall the total of accrued sick leave and personal leave days exceed the maximum allowable under Article IX, Paragraph "J" of this Agreement. Accrual shall commence with personal days granted for the 1987-1988 school year.

## **ARTICLE XI** **PROFESSIONAL DUES AND CREDIT UNION**

- A. Personnel covered by this Agreement may direct the Board to deduct Association dues from their remuneration and the Board agrees to remit the dues so deducted directly to the Association. Such direction shall be made in writing prior to opening school day in September 2016 for the 2016-2017 school year; and having once

been made cannot be changed for the balance of the school year for which the deduction is authorized.

- B. Personnel covered by this Agreement may direct the Board to deduct specified sums from their remuneration for deposit in the Paragon Federal Credit Union and the Board agrees to remit such deductions directly to the Credit Union for deposit in the respective teachers' accounts. Any changes shall be made in writing and shall be limited to twice during any school year.

## **ARTICLE XII** **LUNCH SUPERVISION**

Teaching staff members shall be entitled to a duty-free lunch of fifty minutes at Hillside Elementary School and forty-five minutes at Tenakill Middle School, except that the Board shall be allowed, for every day that school is in session, to assign teaching staff members in each District school building to supervise students during the students' lunch/recess period.

The teaching staff members assigned to lunch supervision shall each be entitled to a duty-free lunch period of their own during either the student lunch period or the student recess period.

Each teaching staff member assigned to lunch supervision shall be responsible for supervising student lunch/recess activities during the portion of the student lunch/recess period when the other teaching staff member(s) assigned to lunch supervision that day are taking their lunch period.

The Superintendent or his designee shall establish a schedule for each day's lunch supervision.

The Board shall first seek volunteers from among the teaching staff to perform the lunch supervision. Teaching staff members may volunteer for both lunch supervision assignments available per day. Teaching staff members who volunteer for both lunch supervision assignments in a single day shall not receive any additional duty-free time for lunch.

In the absence of sufficient volunteers, lunch supervision shall be assigned among the teaching staff on an equitable rotating basis. No teaching staff members shall be involuntarily assigned to more than one (1) lunch supervision assignment per day.

The Board reserves the right to assign lunch supervision outside the terms of this provision in cases of emergency.

Teaching staff members shall be paid the highest hourly rate paid for school paraprofessionals for each student lunch period or recess period supervision assignment they perform. This compensation shall be paid in accordance with the payroll schedule

established for all teaching staff members by the parties' collective negotiations agreement. Teaching staff members who perform both lunch supervision assignments in a single day shall not receive additional compensation in lieu of a duty-free lunch period or any other compensation beyond that which is described in this section.

Notwithstanding the other terms of this provision, nothing shall prohibit the Board from assigning teaching staff members to supervise student lunch/recess periods, without additional compensation, as part of their contractual obligation to perform non-teaching duties. Such a duty assignment may only be made if it does not interfere with a teaching staff member's preparation time and duty-free lunch period.

### **ARTICLE XIII** **GRIEVANCE POLICY**

The parties agree that a grievance is defined as a complaint based upon an event or condition which affects the welfare or working conditions of an employee or group of employees covered under this Agreement, which is contrary to established policy or administrative regulation governing or affecting employees"; they further agree that any grievance will be dealt with in accordance with the Grievance Procedure adopted by the Board on June 29, 1966, which is attached hereto as Schedule "G".

### **ARTICLE XIV** **PART-TIME EMPLOYEES**

Effective July 1, 1995, a part-time employee shall, upon the same terms and conditions as apply to full-time employees, be given credit, for salary purposes only, on this guide, for a full year of experience for each school year in which such employee was employed by the Board. The salary of such part-time employee shall be pro-rated in accordance with the number of full days worked by such employee.

### **ARTICLE XV** **HOURS OF WORK OF SECRETARIES**

The workday for secretaries shall be seven (7) hours and forty-five (45) minutes, Monday through Thursday. The workday on Friday shall be seven (7) and one half (½) hours.

Secretaries shall be given a compensatory day during the twenty (20) days they work over the summer for each day that they worked from September 1, through June 30, in excess of one hundred and ninety one (191) days.

### **ARTICLE XVI** **SUMMER HOURS FOR THE SECRETARIES**

The secretaries and clerks who work during the summer (July 1 - August 31) shall have the following hours: 8:30 a.m. to 3:00 p.m. with an hour for lunch.

For each additional week of employment during the summer months, school secretaries shall be compensated at the rate of 2.5% of their salary as determined by the provisions of this Agreement.

**ARTICLE XVII**  
**HOURS OF WORK FOR TEACHERS**

The work day for teachers shall be seven (7) hours and fifteen (15) minutes, Monday through Friday, the first thirty (30) minutes of which shall be used for team planning as set forth in the following chart reflects the school days for the 2016-2017 school year:

<b>Hillside Elementary School</b>		
<b>Day(s)</b>	<b>Events</b>	
<b>Monday - Friday</b>	Teachers Arrive	8:00 a.m.
	Planning/Meeting	8:00 a.m.-8:30 a.m.
	Instruction (less 50 minutes for lunch)	8:35 a.m.-3:10 p.m.
	Teachers May Leave	3:15 p.m.
<b>Tenakill Middle School</b>		
<b>Day(s)</b>	<b>Events</b>	
<b>Monday - Friday</b>	Teachers Arrive	7:55 a.m.
	Planning/Meeting	7:55 a.m.-8:25 a.m.
	Instruction (less 45 minutes for lunch)	8:30 a.m.-3:10 p.m.
	Teachers May Leave	3:10 p.m.

Team planning shall be used primarily for grade level or discipline teams of teachers, collaborative groups of teachers and pupil assistance committees. The "meeting" time referenced in the charts above shall be used for a variety of activities as determined by the Administration no more than two times per week, not to exceed eight training sessions per month, including, but not limited to, training. Certain teachers may volunteer to be involved in flexible scheduling so that their work day may begin and end earlier than other teachers; provided, however, that their work day shall not begin more than one hour before or end more than one hour after the work day for Teachers on a regular schedule as set forth in this Article. Those who volunteer for flexible time are those involved in special assignments, including, but not limited to: art, music, chorus, band, gifted and talented, ESL and remedial programs. No teacher may be required to work a longer full-time schedule than indicated in the above chart reflecting working hours for each year of

this agreement. If a teacher's flexible schedule ends earlier than other teachers or conflicts with the time a faculty meeting is scheduled, the teacher(s) shall be excused from the faculty meeting.

**ARTICLE XVIII**  
**HOURS OF WORK FOR CUSTODIAL AND MAINTENANCE PERSONNEL**

The work day for custodial and maintenance personnel shall be eight (8) working hours. Each employee shall have a paid lunch period of one-half hour duration during the work day.

The work week for employees covered by this Agreement shall be five (5) working days of eight (8) working hours each.

**ARTICLE XIX**  
**COMPENSATION FOR CUSTODIAL AND MAINTENANCE PERSONNEL**

A. Regular Pay.

Each custodial or maintenance employee shall be compensated in accordance with Schedule "C" or "D," which are annexed hereto and made a part hereof.

The hourly rate to which any employee is entitled pursuant to schedules "C" or "D" is hereinafter designated as "straight time."

B. Overtime Pay

Each custodial or maintenance employee who is required to work in excess of forty (40) hours in any work week shall be paid for such excess hours at the overtime rate which is one (1) and one-half (½) times "straight time."

C. Premium Pay

Each custodial or maintenance employee who is required to work on Saturday shall be paid for such work at a premium rate which is one (1) and one-half (½) times "straight time."

Each custodial or maintenance employee who is required to work on Sunday or on Holidays hereinafter designated, shall be paid for such work at a premium rate which is two (2) times "straight time."

Any custodial or maintenance employee who is required to work on a Saturday, Sunday or Holiday, except in connection with a building check or a call back, shall be guaranteed four (4) hours' work.

No custodial or maintenance employee shall be entitled to premium pay for work on a Saturday, Sunday or Holiday unless such work has first been authorized by a supervisor.

D. Building Checks.

Each custodial or maintenance employee who is required by the supervisor to check a building under rules prescribed by the supervisor, on weekends or holidays shall be guaranteed one (1) hour's pay and shall be paid at the applicable overtime or premium rate.

E. Call Back Pay.

Each custodial or maintenance employee who has worked for eight (8) hours in any day, has left the building and who is thereafter required to return to work shall be guaranteed at least two (2) hours' work and shall be paid for such work at the overtime rate for weekdays or the premium rate for Saturdays, Sundays or Holidays.

F. Clothing Allowance.

Each custodial or maintenance employee shall be entitled to reimbursement of the reasonable cost of one pair of safety shoes per year, such amount not to exceed \$100.00 upon proof of expenditure to the Board.

Each custodial or maintenance employee shall be provided one (1) winter coat every four (4) years at the expense of the Board.

The Board is to provide foul weather gear consisting of waterproof hooded rain jackets and a pair of waterproof boots in each school building in sufficient supply.



**ARTICLE XX**  
**HOLIDAYS FOR CUSTODIAL AND MAINTENANCE PERSONNEL**

Each custodial or maintenance employee shall have the following holidays:

Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Presidential Election Day	Martin Luther King Day
Veteran's Day	Washington's Birthday
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day
Christmas Eve	(1) N.J.E.A. Convention Day

- A. If any of the above named holidays should fall on a Saturday, Sunday, or on a day when school is in session, the Board shall provide an offset day.
- B. If a holiday should fall during a custodial or maintenance employee's vacation period, such employee shall receive an extra day off, which day shall be scheduled on a day to be mutually agreed upon between the employee and the supervisor.

**ARTICLE XXI**  
**VACATIONS FOR CUSTODIAL AND MAINTENANCE PERSONNEL**

Each custodial or maintenance employee shall have a paid vacation in accordance with the following schedule:

Up to three full years continuous service ..... 10 working days

Four full years to ten full years continuous service ..... 15 working days

Any custodial or maintenance employee with more than ten (10) full years of continuous service shall receive twenty (20) days vacation time. Said twenty (20) days of vacation time shall be taken as follows:

Ten (10) days of vacation during the summer period and the additional ten (10) days of vacation to be taken during the regular school year when the schools are closed for other vacation periods.

All vacation schedules for custodial and maintenance personnel are to be approved by the Superintendent, Business Administrator or their designees.

**ARTICLE XXII**  
**DISCHARGE OF CUSTODIAL AND MAINTENANCE PERSONNEL**

- A. No employee covered by this Agreement shall, during the term hereof, be disciplined, discharged, or reduced in rank or compensation without just cause. If any of the above actions are taken, the employee shall be given the reason therefor and have the opportunity to appeal said action to the Board. In such appeals, the employee shall have the right to be accompanied by a representative. Notwithstanding anything to the contrary in this contract, the decision of the Board shall be final.
- B. In the event that it is necessary to reduce the number of custodial and/or maintenance employees for economic reasons, the Superintendent of Schools shall take into consideration years of service when making his recommendation to the Board of Education. The Board's decision is final.

**ARTICLE XXIII**  
**PERSONNEL POLICIES FOR PARAPROFESSIONALS**

- A. The Board agrees to post notice of vacancies in paraprofessional positions as they occur.
- B. Paraprofessionals who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statements shall include the school or schools to which he or she desires to be transferred, in order of preference. In the determination of requests for voluntary reassignment and/or transfer, the best interests of the school system as determined by the Superintendent shall be the deciding factor.
- C. No paraprofessional shall be discharged from his/her position except for inadequate job performance or other just cause as indicated by his/her building Principal.
- D. Should a paraprofessional's position be eliminated, the paraprofessional will be given first consideration for the next available paraprofessional position for which he/she may be qualified. The decision of the Superintendent as to qualifications shall be final.
- E. All paraprofessionals shall be notified in writing by the Board no later than May 31 of each year regarding their employment status for the following school year.
- F. The normal work year for paraprofessionals shall consist of days when pupils are in attendance plus up to three (3) additional days as may be required by the Board.

- G. A paraprofessional's hours that have been approved by the Board may not be changed without the express permission of the Board.
- H. Any extra work requested beyond the paraprofessional's contracted daily time, i.e. clerical, library, classroom, special education and noon-hour paraprofessional, should be first offered to the paraprofessional working in that school in that capacity, before being offered to another paraprofessional in a different work capacity.
- I. Whenever applicable and with the Principal's authorization, a paraprofessional may be afforded the opportunity to make up any time lost within the month through unpaid absence. No make-up time shall be allowed for the time for which a substitute has been paid.
- J. Paraprofessionals shall receive longevity in accordance with the provisions of Article VI, Paragraph D3.
- K. The paraprofessionals' work day shall not exceed five (5) hours and fifty-four (54) minutes, or twenty-nine and one half (29.5) hours per week. The break time for paraprofessionals working a five (5) hour and fifty-four (54) minute day shall be thirty-five (35) minutes and the break time for paraprofessionals working a four (4) hour day shall be twenty (20) minutes.
- L. Paraprofessionals and the Association President shall receive the "Time Sheet Due Date Schedule" on the first work day of the school year.

**ARTICLE XXIV**  
**PARENT-TEACHER CONFERENCES**

- A. For the term of this Agreement, there shall be one (1) evening of parent-teacher conferences in the fall of each year, replacing one of three existing afternoon conference times and one (1) evening of parent-teacher conferences in the spring of each year. Each individual evening conference shall be 15 minutes in length and shall be held between the hours of 6:00 p.m. and 8:15 p.m.
- B. On the evening of such fall parent-teacher conference, all teaching and child study team personnel shall be available in their respective buildings for conferences during this time. On the evening of the spring parent-teacher conference, all personnel who have scheduled conferences shall be available.
- C. In the event that the demand for evening conferences exceeds the time available, the building Principal shall establish procedures for determining priority of evening conferences.

**ARTICLE XXV**  
**DURATION**

This Agreement shall be effective July 1, 2016 and shall continue in effect until June 30, 2017. Any amendments agreed upon by the parties shall be in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by the respective secretaries, the day and year first above written.

BOARD OF EDUCATION OF  
THE BOROUGH OF CLOSTER

WITNESS:

  
\_\_\_\_\_  
Peter Iappelli  
Board Secretary/Business Administrator

Dated: 10/6/16

By:   
\_\_\_\_\_  
Anthony Linn  
Board President


Dated: 10/6/16

CLOSTER EDUCATION ASSOCIATION

WITNESS:

  
\_\_\_\_\_

Dated: 10/6/16

By:   
\_\_\_\_\_  
Amy Kenny-Whritenour  
President

Dated: 10/6/16

## SCHEDULE A - TEACHERS' SALARY GUIDE

The following notes shall apply to Schedule A-1:

1. Full credit may be granted for outside teaching experience.
2. Credit for time spent in the Armed Services may be granted up to three years.
3. Normal increments will be granted based upon the recommendation of the Superintendent of Schools.
4. Initial placement on this salary guide is negotiable between the Superintendent, the Board and the prospective employee. Upon issuance of a contract the employee cannot claim credits earned previous to employment in the Closter Public Schools for purposes of remuneration.
5. Salary distribution shall be computed based upon Step 1BA.

Effective July 1, 1999 and each year thereafter for the duration of the agreement, provisionally certificated teachers shall remain on the initial step they were hired for the second year of their employment as presently required by State law.

**SCHEDULE A-1 –2016-2017 SALARY GUIDE - TEACHERS**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+60
0	46,126	48,011	50,393	54,681	57,539	60,398	66,115
1	47,826	49,711	52,093	56,381	59,239	62,098	67,815
2	50,326	52,211	54,593	58,881	61,739	64,598	70,315
3-4	52,898	54,783	57,165	61,453	64,311	67,170	72,887
5	55,471	57,356	59,738	64,026	66,884	69,743	75,460
6	58,044	59,929	62,311	66,599	69,457	72,316	78,033
7	60,617	62,502	64,884	69,172	72,030	74,889	80,606
8	63,189	65,074	67,456	71,744	74,602	77,461	83,178
9	65,762	67,647	70,029	74,317	77,175	80,034	85,751
10	68,335	70,220	72,602	76,890	79,748	82,607	88,324
11	70,907	72,792	75,174	79,462	82,320	85,179	90,896
12	73,480	75,365	77,747	82,035	84,893	87,752	93,469
13	76,080	77,965	80,347	84,635	87,493	90,352	96,069
14	78,980	80,565	82,947	87,235	90,093	92,952	98,669
15		83,165	85,547	89,835	92,693	95,552	101,269
16		85,965	88,347	92,635	95,493	98,352	104,069
17		88,890	91,272	95,560	98,418	101,277	106,994

## SCHEDULE A-2 – TEACHER SALARY GUIDE PLACEMENT CHARTS

### Teacher Salary Guides - Placement Chart - BA Column ONLY (Read directly across the line to track advancement/placement)

2015-2016		2016-2017
0	⇒	0
1	⇒	1
2-3	⇒	2
4	⇒	3-4
5	⇒	5
6	⇒	6
7	⇒	7
8	⇒	8
9	⇒	9
10	⇒	10
11	⇒	11
12	⇒	12
13	⇒	13
14	⇒	14

### Teacher Salary Guides - Placement Chart BA15, BA30, MA, MA15, MA30 & MA60 Columns (Read directly across the line to track advancement/placement)

2015-2016		2016-2017
0	⇒	0
1	⇒	1
2-3	⇒	2
4	⇒	3-4
5	⇒	5
6	⇒	6
7	⇒	7
8	⇒	8
9	⇒	9
10	⇒	10
11	⇒	11
12	⇒	12
13	⇒	13
14	⇒	14
15	⇒	15
16	⇒	16
17	⇒	17

**SCHEDULE B**  
**SECRETARIAL SALARY GUIDE**

<b>Step</b>	<b>2016-2017</b>
1	40,556
2	41,756
3	42,956
4	44,156
5	45,356
6	46,856
7	48,556
8	50,306
9	52,286
10	54,363

1. All the secretaries who are employed by the Board of Education will be placed on the appropriate salary guide.
2. Up to three (3) years outside school (or equal) experience may be granted.
3. Full credit is granted for past Closter experience.
4. Normal increments will be granted based upon the recommendation of the Superintendent of Schools and the School Principal.

AMOUNTS DO NOT INCLUDE ADDITIONAL COMPENSATION FOR ADDITIONAL FOUR WEEKS.

**SCHEDULE C**  
**MAINTENANCE SALARY GUIDE**

<b>Step</b>	<b>Salary</b>
1	50,579
2	51,779
3	52,979
4	54,479
5	56,384
6	58,364
7	60,419
8	62,549
9	64,754

1. All Closter maintenance personnel will be placed on this salary guide.
2. Credit for past experience shall be given at the discretion of the Board of Education.
3. A \$100 differential shall be granted to employees holding a Black Seal Fireman's License.



4. A \$200 differential shall be granted to employees holding a Black Seal Fireman-in-Charge License, in addition to the differential indicated in paragraph 3.
5. Normal increments will be granted based upon the recommendation of the Superintendent of Schools and/or the Business Administrator/Board Secretary.

**SCHEDULE C**  
**MAINTENANCE SALARY GUIDES PLACEMENT CHART**

**Maintenance Salary Guide Placement Chart**

2015-2016		2016-2017
		1
1	⇒	1
2	⇒	2
3	⇒	3
4	⇒	4
5	⇒	5
6	⇒	6
7	⇒	7
8	⇒	8
9	⇒	9

**\*NOTE**

There is no step advancement during the term of this Contract.

**SCHEDULE D**  
**CUSTODIAL SALARY GUIDE**

<b>Step</b>	<b>Salary</b>
1	39,015
2	40,015
3	41,015
4	42,015
5	43,690
6	45,390
7	47,315
8	49,315
9	51,315
10	52,815
11	54,315

1. All Closter custodial personnel will be placed on this salary guide.
2. Credit for past experience shall be given at the discretion of the Board of Education.
3. A \$100 differential shall be granted to employees holding a Black Seal Fireman's License.
4. A \$200 differential shall be granted to employees holding a Black Seal Fireman-in-Charge License, in addition to the differential indicated in paragraph 3.
5. Normal increments will be granted based upon the recommendation of the Superintendent of Schools and/or the Business Administrator/Board Secretary.

**SCHEDULE D**  
**CUSTODIAL SALARY GUIDES PLACEMENT CHART**

**Custodians Salary Guide Placement Chart**

**2015-2016**

**2016-2017**

1	⇒	1
2	⇒	2
3	⇒	3
4	⇒	4
5	⇒	5
6	⇒	6
7	⇒	7
8	⇒	8
9	⇒	9
10	⇒	10
		11

**SCHEDULE E**  
**PARAPROFESSIONAL SALARY GUIDE**

**2016-2017**

1. \$17.26 per hour base salary
2. \$17.81 per hour after one year of employment
3. \$18.44 per hour after two consecutive years of employment
4. \$19.08 per hour after three consecutive years of employment
5. \$19.70 per hour after four consecutive years of employment

**SCHEDULE F**  
**POST SCHOOL ACTIVITY PROGRAM**

Activity	2016-2017
Yearbook	\$1,758
Volleyball	\$2,573
Soccer	\$2,573
Cross-Country	\$1,316
Track	\$2,634
Basketball –Boys	\$2,634
Basketball – Girls	\$2,634
Baseball	\$2,634
Softball	\$2,634
Dance	\$2,634
Drama	\$1,758
Grade 6 Trip Coordinator	\$797
Grade 7 Trip Coordinator	\$797
Grade 8 Trip Coordinator	\$797
Interdisciplinary Team Leader (Grades 5, 6, 7, 8)	\$797
Department Chairs - (Language Arts, Mathematics, Science, Social Studies) Same as Interdisciplinary Team Leader	\$797
Workshop/In-Service Instructor	\$850
Athletic Director	\$524
<u>Clubs-minimum of 20 sessions (30 min. each)</u>	
Ambassadors Club (T)	
Computers (H)	
Culture Club (H/T)	
Garden Club (H/T)	
Kids Helping Kids (Grades 5, 6, 7, 8) (T)	
Kids Against Pollution (H)	
Math League (Grades 5 & 6) (Grades 7 & 8) (T)	\$426
Photography (T)	
Production (T)	
Scripta (T)	
Service (T)	
Student Council (H)	
Writing (H/T)	
<u>Clubs-minimum of 40 sessions (30 mins. each)</u>	
Computers (H)(H/T)	
HNN (Hillside Network News) (H)	
Student Council (T)	\$850
TBN (Tenakill Broadcast Network) (T)	
Tenakill Singers (T)	
Peer to Peer	2 @ \$750
Debate	\$37/hour
Science Olympiad	\$41/hour

**SCHEDULE G**  
**INDIVIDUAL GRIEVANCE POLICY AND PROCEDURES**

The effectiveness of the schools is largely dependent upon the existence of effective working relationships among all employees of the school system. It is desirable, therefore, to eliminate, as much as possible, those areas of disagreement and dissatisfaction that inevitably arise among persons working together in the schools. The satisfactory settlement of complaints and grievances not only promotes wholesome attitudes and feelings about the performance of professional services, but also increases the efficiency and effectiveness of the worker in his or her relationship to pupils and the community.

Any individual employee of the school system shall have the right to appeal the application of policies and administrative decisions affecting him or her through administrative channels, with assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his or her appeal. He or she shall have the right to present his or her own appeal or designate representatives of the Closter Education Association or other group or persons of his or her own choosing to appear with him or her or for him or her at any step in his or her appeal.

1. Any employee who has a grievance shall discuss it first with his or her Principal in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he or she shall set forth in writing his or her complaint to the Principal. The Principal shall communicate his or her decision to the employee in writing within three (3) school days of receipt of the written complaint.
3. The employee may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Principal, shall confer with the concerned parties, and upon request, with the employee or Principal separately. He or she shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his or her decision in writing, along with supporting reasons, to the employee and the Principal.
4. If the grievance is not settled after reaching the Superintendent of Schools, the matter may then be referred to the Closter Education Association or other group or persons for consideration. This person, group or association shall make a determination as soon as possible, but within a period not to exceed ten (10) school days, notifying the employee in writing of that determination.

If the Closter Education Association or group or persons determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education.

If the Closter Education Association or other group or persons determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Principal, the Superintendent of Schools and the Board of Education.

An employee whose grievance has been determined to be without merit by the Closter Education Association or other group or persons shall retain the right to appeal in writing to the Board of Education.

5. When an employee requests a review by the Board of Education, the request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) days. Its findings shall be sent to the Principal, the Superintendent of Schools and the employee.
  - A. Notice of this conference shall also be given to the Principal and to the Superintendent of Schools. The Principal and the Superintendent of Schools may be present at the conference and state their views.
6. If the grievance is not resolved as of the above mentioned step, the aggrieved employee may request a special convocation of a Board-Teacher Relations Committee or a similarly established group with a view to arriving at a mutually satisfying resolution of the complaint. The aggrieved employee and his or her representative, if any, shall be given at least three (3) school days' notice of the conference and an opportunity to participate.

The committee shall:

- A. Meet with the aggrieved employee to ascertain and discuss the problem.
- B. Gather facts to provide evaluation.
- C. Attempt to arrive at a solution.
- D. Present conclusions and recommendations to the full Board of Education if a mutually acceptable conclusion or recommendation has been reached.



7. It is the intent of the parties to this Agreement that the arbitration procedure herein shall serve as a means for the peaceable settlement of grievances which are not settled under paragraph 6 that may arise between them.
  - A. In the event that the aggrieved employee is dissatisfied with the determination of the Board-Teacher Relations Committee, he/she may request that his/her grievance be submitted to arbitration. A request for arbitration shall be made within ten (10) days of the committee's determination. The aggrieved employee and the Board may mutually agree to extend the period of time in which arbitration may be requested.
  - B. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (hereinafter "P.E.R.C.") by either party. The parties shall then be bound by the rules and procedures of P.E.R.C.
  - C. The arbitrator so selected shall limit his/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from this Agreement between the parties or any applicable policy of the Board. The only grievances which may be arbitrated are those alleging that there has been a violation of the express, written terms of the locally negotiated agreement. The arbitrator shall not have the authority to rule on grievances which concern the interpretation, application or alleged violation of the Board policies and administrative decision affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment. Such grievances may only be pursued before the Commissioner of Education, the State Board of Education, and last to the state courts.
  - D. The parties in interest shall be afforded a full opportunity to present any evidence, written or oral, which may be judged pertinent to the matter in dispute.
  - E. The decision of the arbitrator regarding the violation, interpretation or application of this Agreement shall be final and binding on both parties in all matters except those dealing with a managerial prerogative which shall not be subject to any arbitration proceeding.

- F. The Arbitrator has no authority, express or implied, to add to or subtract from the language of the parties Agreement and the Arbitrator's decision must be based solely on the content of this Agreement as written and agreed upon by the parties.
- G. Each grievance will be arbitrated separately except those of a similar nature and when mutually agreed to by both parties.
- H. All fees and expenses of the arbitrator and arbitration proceedings shall be shared equally between the Board and the Association. All other costs related to arbitration, such as the payment for legal services, shall be paid for by the respective parties.