

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE HAMBURG BOARD OF EDUCATION

AND

THE HAMBURG EDUCATION ASSOCIATION

JULY 1, 2021 TO JUNE 30, 2024

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INTRODUCTION

This Agreement entered into this 1st day of July, 2021, by and between the Hamburg Board of Education, hereinafter called the "BOARD", and the Hamburg Education Association, hereinafter called the "ASSOCIATION", represents the complete and final understanding on all bargainable issues between the BOARD and the ASSOCIATION, for the term of this agreement.

ARTICLE I - RECOGNITION

A. UNIT

The BOARD hereby recognizes the ASSOCIATION as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certificated full or part-time 10-month teaching staff members and the Child Study Team members under contract, excluding supervisors, administrators, confidential employees, classroom aides and custodians. The term "Bargaining Member" is defined as any person covered under this Collective Bargaining Agreement.

ARTICLE II - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A grievance is a claim by a bargaining member(s) or the ASSOCIATION based upon an alleged violation, misinterpretation or misapplication of any of the provisions of this agreement.

2. Aggrieved Person

An "aggrieved person" is the bargaining member(s) or the ASSOCIATION making the claim.

B. PROCEDURE

1. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure as hereinafter described.

2. Time Limits

a. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

b. A grievance must be filed within thirty calendar days after its occurrence.

3. If the aggrieved fails to follow the prescribed procedure within the time limits set forth, the grievance becomes void.

4. Year-end Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

5. Level one - Vice-Principal or Immediate Superior

A grievance shall first be discussed with the Vice- Principal or immediate supervisor, either directly or through the ASSOCIATION'S designated representative, with the objective of resolving the matter informally.

6. Level two – Superintendent

If the grievant is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the aggrieved 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 the grievance to the SUPERINTENDENT of schools.

7. Level three - Board of Education

If the grievant is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within ten (10) school days after a discussion with the Superintendent, the grievance will be submitted to the BOARD for a hearing. A BOARD hearing shall be granted within fifteen (15) school days after the grievant's filing for appeal. The BOARD shall render its decision within ten (10) school days after the completion of the hearing. If after a "cooling-off-period" of ten (10) days the grievance remains unresolved, either party may proceed to arbitration.

8. Arbitration

a. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the Public Employment Relations Commission in the selection of an arbitrator.

- b. The arbitrator so selected shall confer with the representatives of the BOARD and the ASSOCIATION and hold a hearing promptly and shall issue a decision no later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, no later than twenty (20) days from the date of which final statements and proofs on the issues were submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the BOARD and the ASSOCIATION and shall be advisory only.
- c. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the BOARD and the ASSOCIATION. Any other expenses incurred shall be paid by the party incurring same.

C. RIGHTS OF BARGAINING MEMBER TO REPRESENTATION

1. Bargaining member and ASSOCIATION

An aggrieved bargaining member after level one may be self-represented at all other stages of the grievance procedure or by a representative selected or approved by the ASSOCIATION at no cost to the BOARD.

2. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public but shall include only such parties concerned and their designated or selected representatives.

3. Any bargaining member involved in a grievance procedure shall be required to follow administrative directives and BOARD policies while the grievance procedures are being reviewed.

D. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance shall not be kept in the personnel file of any of the participants, but in the BOARD secretary's grievance file, and the content of which shall be made available to ASSOCIATION representatives.

ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The BOARD agrees to make available to the ASSOCIATION, in response to reasonable requests, all information required by the Freedom of Information Act concerning the educational program.

B. RELEASE TIME FOR MEETINGS OUTSIDE OF DISTRICT

With the approval of the Superintendent, any representative of the ASSOCIATION or any bargaining member may participate during working hours in negotiations, grievance proceedings, conferences, or meetings for Hamburg School, and shall suffer no loss in pay.

C. USE OF EQUIPMENT AND FACILITIES

With prior approval of the Superintendent, the ASSOCIATION shall have the right to use school facilities and equipment. The ASSOCIATION shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

D. RELEASE TIME FOR MEETINGS INSIDE DISTRICT

Whenever any bargaining member is mutually scheduled by the BOARD, the ASSOCIATION and/or the Superintendent to participate during working hours in negotiations, grievance proceedings, conferences, and/or meetings, that person shall suffer no loss in pay.

ARTICLE IV - RULES AND REGULATIONS

- A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the ASSOCIATION before they are established.
- B. All written rules and regulations shall be provided to the ASSOCIATION immediately upon promulgation.

ARTICLE V - BARGAINING MEMBER RIGHTS

A. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict any bargaining member such rights as guaranteed under New Jersey School Laws or other applicable laws and regulations. Those rights guaranteed to bargaining members thereunder shall be deemed to be in addition to those provided in this Agreement.

B. MEETINGS WHICH COULD ADVERSELY AFFECT EMPLOYMENT

Whenever any bargaining member is required to appear before any administrator, BOARD, or any committee member, representative, or agent thereof, concerning any matter which could adversely affect the continuation of the bargaining member's office, position, employment, salary, or any increments pertaining thereto, that bargaining member shall be given prior written notice and shall be entitled to have a representative of the ASSOCIATION present to advise and represent said bargaining member during such meetings or interviews. Any suspension of a bargaining member pending charges shall be with pay. If and when a bargaining member is found guilty all pay received during the suspension shall be returned to the BOARD.

C. EVALUATION OF STUDENTS

The bargaining member shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Hamburg School District based upon the bargaining member's professional judgment of available criteria pertinent to any given subject area or activity to which that bargaining member is responsible. No grade or evaluation shall be changed without justification to that bargaining member.

D. CRITICISM OF BARGAINING MEMBERS

Questions or criticisms, by the Superintendent or a supervisor of a bargaining member and/or the instructional methodology of that bargaining member, shall be made in confidence and not in the presence of students, parents, or other public gatherings.

E. PERSONAL RECORDS

All bargaining members shall have the right, upon request, to review the content of their personnel file and to make copies with BOARD equipment of any documents contained therein. Bargaining members shall be entitled to have a representative of the ASSOCIATION present during such reviews. At least once every three (3) years, a bargaining member shall have the right to indicate those documents and/or other materials in the personnel file which are believed to be inappropriate. Said documents shall then be reviewed by the Superintendent/designee and if found obsolete or otherwise inappropriate, these documents shall then be properly discarded or amended in writing.

F. DEROGATORY MATERIAL

1. No material derogatory to a bargaining member's conduct, service, character, or personality shall be placed in the personnel file unless the bargaining member has had an opportunity to review such material. The bargaining member shall acknowledge said opportunity to review such material by affixing the proper signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The bargaining member shall also have the right to submit a written response to such material which shall then be reviewed by the Superintendent/designee and attached to the file copy.
2. If a bargaining member refuses to sign derogatory material, the Superintendent shall

request that the ASSOCIATION representative and BOARD representative sign the said material, and said material shall then be placed in the file.

G. NO SEPARATE FILE

The BOARD agrees to protect the confidentiality of personnel references, academic credentials, and other similar documents, and shall therefore not establish any separate personnel file.

ARTICLE VI - NON-DISCRIMINATION

- A. The BOARD and the ASSOCIATION agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, sexual orientation, national origin, age, disability or political affiliation.
- B. The BOARD and the ASSOCIATION agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the BOARD or the ASSOCIATION against any employee because of the employee's membership or non-membership or activity or non-activity in the ASSOCIATION.

ARTICLE VII - BARGAINING MEMBER AND WORK LOAD

A. BARGAINING MEMBER DAY

The regular workday for certificated employees shall consist of seven (7) hours and fifteen (15) minutes which shall include instructional, preparational, and a duty-free lunch period. On Fridays or on days preceding holidays or vacation, the employees' day shall end at the close of the pupils' day unless otherwise announced.

B. LUNCH PERIODS

1. All bargaining members shall have a daily duty-free lunch period of at least thirty (30) minutes.
2. Leaving the Building - Bargaining members may leave the building without requesting permission during their scheduled duty-free lunch periods, but must inform the office upon leaving and returning and must sign in and out.

C. MEETINGS

1. Prior to Holidays and Weekends

Every effort shall be made to avoid scheduling meetings, which take place after the regular workday and which require attendance, on Fridays or on any day immediately preceding holidays, or other days upon which bargaining member attendance is not required at school.

2. Summer Months

Bargaining members required to attend Child Study Team I.E.P. meetings during the summer months shall be paid at the rate of \$40.00 per hour.

3. Faculty

Bargaining members may be required to remain after the end of the regular workday, without additional compensation, to attend up to sixteen (16) after school meetings per school year (no more than one (1) in December and no more than one (1) in June), which shall last one (1) hour each. An agenda will be provided and faculty may leave upon conclusion of the meeting.

D. INCLEMENT WEATHER

Bargaining member attendance shall not be required whenever student attendance is not required due to inclement weather.

E. DEFINITION OF IN-SCHOOL WORK YEAR

The work year shall include days when pupils are in attendance, orientation days, and any other days which bargaining member attendance is required. The bargaining member work year shall be 185 days per school year. This includes a full day preceding the first day of school for the pupils. One-half of the first full day will be for orientation/meetings and the other one-half of the day will be for bargaining member preparation. Two days shall be used for staff professional development. In addition to the regular 185-day year, members of the Child Study Team shall be required to work up to ten (10) additional days as needed throughout the school year and summer to attend to Child Study Team needs. This includes, but is not limited to, completing evaluations, attending meetings, mediations and hearings and participating in other matters as deemed necessary by the Superintendent. If more than ten (10) days are needed, such days must be approved by the BOARD upon the recommendation of the Superintendent. Child Study Team members shall be paid their per diem rate for such additional days.

F. MONITORING DUTIES

1. The regularly employed teaching staff shall be expected to perform bus duty, cafeteria, playground/recess duties, lunch, detention and study hall duties, and these duties shall be of equal scheduling as determined by the Superintendent. These duties, with the exception of detention and homework club, shall not exceed the bargaining member workday as described in Article VII, Section A, BARGAINING MEMBER DAY. Whenever possible, scheduling shall be made at least one (1) month in advance of any duties performed.
2. The regularly employed teaching staff shall be expected to perform detention and homework club duties. These duties shall be on a rotating schedule, Tuesday and Thursday, and shall not exceed 4:00 pm. These duties shall be proportionately scheduled by the Superintendent as determined by the bargaining member work load, which shall be defined as "The direct supervision of children". Whenever possible, scheduling shall be made at least one (1) month in advance of any duties performed. A stipend of \$40.00 will be paid to bargaining members who perform "after school" detention and homework club duties.
3. The required supervision of evening duties shall be secured solely through volunteer persons, who shall be compensated as follows:
 - a. Parental/ Informational seminars or meetings: \$90.00.
 - b. Supervision of the students at an evening program: \$65.00.
 - c. Conducting an evening program involving the students, including their supervision: \$90.00.

d. Field trips:

- Returning after 3:00 PM but before 4:30 PM (No Stipend)
- Returning after 4:30 PM but before 5:30 PM (\$35.00)
- Returning after 5:30 PM but before 8:00 PM (\$80.00)
- Returning after 8:00 PM but before 10:00 PM (\$175.00)
- Overnight (\$250.00)

All bargaining members shall be released from the duty of collecting monies for various programs and/or activities throughout the school year with the exception of the following: Specific classroom activities that would apply just for that grade.

G. PREPARATION TIME

Bargaining members shall have an average of one (1) preparational period per work day, each of which to be at least of a forty (40) minute duration, during which they shall not be assigned any other duties. Every attempt will be made to provide at least one (1) preparational period every work day.

H. TUTORING DUTIES

All bargaining members, when reasonably requested, shall be available during the week to tutor. No bargaining member will be required to stay beyond 3:30 P.M for tutoring.

I. PROFESSIONAL LEARNING COMMUNITIES (PLCs)

During the 2021-2022 and 2022-2023 school years, an early dismissal for students will be given one day each marking period to provide common planning for Bargaining Members.

During the 2023-2024 school year, six early dismissals for students will be given to provide these PLC days. Bargaining Members will utilize this time to work on collaborative topics and will provide administration with an outline of what will be done no later than one week prior to

the scheduled PLC time. Administration can add input on these topics, and an exit ticket will be provided for each PLC session.

- SY 2021-2022 = 4 PLC days
- SY 2022-2023 = 4 PLC days
- SY 2023-2024 = 6 PLC days

J. BACK TO SCHOOL NIGHT

All regularly employed bargaining members shall attend one Back to School Night at the Superintendent's discretion.

K. PARENT/BARGAINING MEMBER CONFERENCES

All regularly employed bargaining members shall attend two (2) evening parent/bargaining member conferences and two (2) afternoon parent/bargaining member conferences each year as follows: Administration shall select two (2) days, from a week, Monday-Thursday, in the fall. On these two (2) days, there will be an early dismissal for students and conferences will take place between 1:30 PM and 3:00 PM and 4:30 PM and 7:00 PM. The last day of that week shall be an early dismissal for both students and faculty.

L. EARLY DISMISSAL

Early dismissal days shall be scheduled on the last school day prior to Christmas and Thanksgiving. The two (2) days prior to the last school day shall be early dismissals for students. On the last student day of the year, bargaining members shall have a dismissal time as set for single session days for students. The Thursday before Good Friday shall be an early dismissal for both students and faculty.

M. SIGN-IN/SIGN OUT PROCEDURE

The BOARD shall have the right to establish a sign-in/sign-out procedure whereby all bargaining unit members may be required to sign in and/or sign out when they are leaving school premises during the school day.

ARTICLE VIII - BARGAINING MEMBER EMPLOYMENT

A. NOTIFICATION

Upon employment the Superintendent shall report to the ASSOCIATION in writing the certificates and degrees held, major and minor fields of study, and prior experience of each new bargaining member.

B. NOTIFICATION OF CONTRACT

Tenured and non-tenured bargaining members shall be notified of their contract and salary status for the ensuing year no later than May 15th of the current academic year. Bargaining members shall in turn, notify the BOARD of their intentions for the ensuing year no later than May 31st of that same year.

C. PLACEMENT ON SALARY SCHEDULE

1. Upon initial appointment, a bargaining member's salary or placement on the guide shall be negotiated between the BOARD and the bargaining member candidate.
2. Adjustment of Salary Schedule - Returning bargaining members shall be placed on the proper step of the salary schedule at the beginning of each academic year. Any bargaining member employed prior to February 1st of any academic year shall be given full credit for one (1) year of service toward the next increment step for the following year.

D. EXTRA-CURRICULAR

1. If there are no qualified applicants from within the district, for an extra-curricular position, the BOARD shall advertise for qualified applicants from outside the district. In addition to meeting the BOARD'S qualification, the candidates must satisfy the New Jersey teaching certificate requirements that may apply.

2. Any outside candidate so selected shall be compensated in accordance with the extra-curricular guides.
3. If the BOARD is unable to employ a qualified candidate from out of the district, the BOARD may assign a qualified bargaining member from within the district. Initial assignments to extra-curricular duties will be based upon the application of the BOARD's qualifying criteria for the position to develop a candidate pool.
4. The candidates will be ranked in descending order with the most qualified #1. The final selection will be made from the pool using reverse seniority against the pool rank order. Selection shall be made from the top three candidates.
5. In District bargaining members shall not be involuntarily assigned to extra-curricular for one year consecutively or alternatively until all qualified candidates in the pool have been assigned and then assignments may be repeated if required. Prior to reassignment, steps 1, 2, 3, and 4 must be repeated. No staff member shall be involuntarily assigned more than two (2) extra-curricular assignments per year.
6. The BOARD reserves the right to establish the qualification criteria for extra-curricular positions in accordance with the provisions of the law.

ARTICLE IX - SUBSTITUTES

A. If a qualified substitute is not available, the Superintendent may assign these duties to a regularly employed bargaining member in addition to his/her regular schedule. Any bargaining member so assigned will be compensated for assuming these duties. The full daily rate as noted below will apply for assuming the duties of the entire class of the absent bargaining member for the full day. For less than the full class compensation shall be equal to the following:

- $K-5 (N/Cs) (X) = Y$
- $6,7,8 (N/Cs) (P/7) (X) = Y$
- $N = \text{Number of Students}$
- $Cs = \text{Total class size}$
- $P = \text{Periods}$
- $Y = \text{Amount of Compensation}$
- $X = \$80.00$

At no time shall the aggregate amount for each case exceed the total amount negotiated.

B. COVERAGE

The BOARD shall make every reasonable effort to provide substitutes for all personnel in all departments, including special bargaining members and nurses.

ARTICLE X - BARGAINING MEMBER FACILITIES

A. LISTING OF FACILITIES

During the academic year, the BOARD shall provide the following facilities to all bargaining members:

1. Space in each classroom in which instructional materials and supplies may be stored.
2. A serviceable desk, chair and filing cabinet for exclusive bargaining member use.
3. A working communication system linking the main office with the classroom(s).
4. A lighted and cleaned restroom, separate from the students' restroom.
5. Closet space to store coats and personal articles.
6. Off street parking facilities, when physically available and economically practical, with parking spots to be designated on a seniority basis.

ARTICLE XI - BARGAINING MEMBER ASSIGNMENT

A. NOTIFICATION DATE FOR PRESENTLY EMPLOYED BARGAINING MEMBERS

Except in cases of emergency, all bargaining members shall be given written notice of their class and/or subject assignments, building assignments, and room assignments for the forthcoming year no later than June 30th of the current academic year.

B. REVISIONS

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 30th, the bargaining member affected and a representative of the ASSOCIATION shall be notified promptly in writing and upon request of the bargaining member, the changes shall be reviewed between the Superintendent and the bargaining member affected, accompanied by a representative of the ASSOCIATION if so desired by the affected bargaining member.

C. ASSIGNMENT CRITERIA

In order to assure that pupils are taught by bargaining members working within their areas of competence, bargaining members shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Education.

ARTICLE XII - NON-TENURED BARGAINING MEMBER EVALUATION

A. FREQUENCY

All non-tenured bargaining members shall be evaluated in accordance with the evaluation requirements as depicted in Achieve NJ. Each evaluation is to be followed by a written evaluation and conference between the bargaining member and the Superintendent/designee for the purpose of identifying deficiencies and extending assistance for the correction and improvement of instruction.

B. GENERAL CRITERIA

1. Open Evaluation - All monitoring or observation of the work performance of a bargaining member shall be conducted openly.
2. Evaluation by Certificated Supervisors - Bargaining members shall be evaluated only by persons who are currently certified by the New Jersey State Board of Examiners to supervise instruction and who are currently employed on a full-time basis by the BOARD.

C. COPIES OF EVALUATION

A bargaining member shall be given a copy of any class visitation or any evaluation report prepared by an evaluator at least one (1) day before any conference is scheduled to discuss these issues. No such report shall be submitted to the central office, placed in the bargaining member's personnel file, or otherwise acted upon, without prior conference with that bargaining member. No bargaining member shall be required to sign a blank or incomplete evaluation form.

D. EVALUATION PROCEDURE

1. Communication - Prior to any evaluation report, the evaluator shall have had appropriate communication with the bargaining member which shall include all steps in Par. 2, Article XII, Section C, of this agreement.
1. Reports - Evaluation reports shall be presented to each bargaining member by the evaluator in accordance with the following procedures:
 - a. Such reports shall be issued in the name of the evaluator based on a compilation of reports and observations by any or all supervisory personnel who come in contact with the bargaining member in a supervisory capacity.
 - b. Such reports shall be addressed to the bargaining member.
 - c. Such reports shall be written and shall include, when pertinent:
 1. Bargaining member strengths evidenced during the period since the previous report.
 2. Weaknesses of the bargaining member as evidenced during the period since the previous report.
 3. Specific suggestions as to measures which the bargaining member might take to improve performance in each of the areas wherein weaknesses have been indicated.

E. TERMINATION OF EMPLOYMENT

Final evaluation of a bargaining member upon termination of employment shall be concluded prior to separation of employment, and no documents and/or other materials shall be placed in the personnel file of any bargaining member after separation of employment of otherwise, than in accordance with the procedure set forth in this Article.

ARTICLE XIII - EXTENDED LEAVES OF ABSENCE

A. CHILD REARING LEAVE

The BOARD shall grant child rearing leave of absence, without pay, immediately following the conclusion of sick leave associated with childbirth or commencing on a date following the birth of the child, to any tenured employee upon request, in accordance with applicable statutes, regulations and State agency decisions. It is understood that accumulated sick leave may be used only for disability purposes when associated with maternity leave, in accordance with medical verification.

Employees, upon written request, shall be granted a leave of absence, without pay, for child rearing purposes for a maximum of one calendar year following the birth of the child, except such leave shall end the first natural break in the school year (i.e. marking period, semester) following the end of the calendar year. The BOARD, upon request from the employee, may grant up to another year of absence without pay. Employees shall confirm intent to return or request an extension, in writing, at least sixty (60) days prior to the conclusion of the leave. Employees adopting a child shall receive similar leave. Any employee, upon beginning the adoption process, shall notify his/her C.S.A. of his/her intent to apply for a leave of absence upon custody of the child. A sixty-day written notice shall be given. An employee who requests less time will be granted such request if a replacement can be found.

B. BENEFITS

All benefits to which a bargaining member is entitled at the time an approved leave of absence commences shall be suspended during such leave and shall be restored upon return; however, any bargaining member on a leave of absence approved by the BOARD,

may continue under BOARD health insurance plans for a maximum one school year. Group health care benefit premiums shall be paid by the employee thirty (30) days in advance of the BOARD'S payment schedule. This payment schedule shall be provided by the BOARD Secretary prior to commencement of the approved leave of absence.

ARTICLE XIV- VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. Date - No later than July 1st of each year, the Superintendent shall make known to the faculty a list of known vacancies. Faculty members will notify the Superintendent within ten (10) days after their notice of contract renewal as to whether or not they accept said renewal.
2. Filing Requests - Bargaining members who request a change in grade and/or subject assignment must file a written statement of such requests with the Superintendent by May 15th, of the current academic year.
3. Written Notification - As soon as reasonable and no later than July 30th, the Superintendent shall present to the ASSOCIATION a system-wide schedule showing the names of all bargaining members who have been reassigned or transferred.

ARTICLE XV - MISCELLANEOUS PROVISIONS

A. SEPARABILITY

If any of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, 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 and effect.

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

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

C. PRIVATE NEGOTIATIONS

The negotiations between the BOARD and the ASSOCIATION shall be conducted in private.

D. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and mutually agreed upon by both parties.

ARTICLE XVI - ABSENCE FOR PERSONAL ILLNESS

A. DEFINITION

Absence is defined as away from post or duty because of personal disability due to illness or injury, or because of exclusion from school by medical authorization because of a contagious disease in the immediate family household.

B. SICK DAYS

1. All bargaining members shall be granted the statutory ten (10) sick days yearly. In addition, there will be two (2) additional accumulative days provided for use as sick and/or family illness.
2. If a tenured bargaining member has exhausted their accumulative sick leave and personal days, they shall be granted, if requested, the ability to use in advance up to twelve (12) sick days from the following year's provision to cover extended illness. If the bargaining member uses the next year's days and leaves for other than retirement reasons, they shall reimburse the BOARD the expenditure granted. The bargaining member shall sign a promissory note at the time payment is made.

C. ACCUMULATION

If fewer than twelve (12) school days of allowed sick leave is taken in any academic year, the number of days not used shall then be cumulative without limit.

D. ABSENCE ON SICK LEAVE

Absence on sick leave shall be charged first to the twelve (12) day allowance for the current academic year until it is fully utilized, and thereafter, to the cumulative credit to the extent that such credit is available to the individual bargaining member.

E. NOTIFICATION OF ACCUMULATION

An individual statement of accumulated sick leave for all employees covered by this agreement shall be provided by the BOARD Secretary to each individual member at the start of each school year.

ARTICLE XVII - TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVE

Each academic year bargaining members shall be entitled to the following temporary leaves of absence with full pay.

1. Death - Up to five (5) days shall be granted at any time in the event of the death of a bargaining member's child, spouse, parent, father-in-law, mother-in-law, brother and sister, grand-parent, grandchild, and two days leave due to death of other family members. This leave is to be started within five working days following the death, unless otherwise approved by the C.S.A. These days shall not be permitted to accumulate.
2. Personal Days - Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during working hours shall be granted during each academic year. Personal days shall be used as whole days and cannot be taken as half or partial days. Two unused personal days per academic year shall be allowed to accumulate and shall then take the status of unused sick days. Except in cases of emergency, personal days shall be used with notification to the Superintendent of at least three (3) work days in advance of the day requested, with only one (1) personal day to be taken on Monday and one (1) personal day to be taken on a Friday per academic year. Except in cases of emergency, personal days shall not be used on the day immediately before or immediately after all school vacations and holidays. The use of an excluded day shall result in the loss of that day's pay. Emergency shall be defined as, "an extraordinary personal occurrence that could not

be addressed on any other day." Except in cases of emergency, multiple days requested must have prior approval of the Superintendent. Notification shall be in writing, and shall be presented at least five (5) school days prior to date requested. Response from the Superintendent shall also be in writing and rendered within three (3) school days after the receipt of the request.

B. IN ADDITION TO SICK LEAVE

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the bargaining member is entitled.

ARTICLE XVIII - HEALTH CARE COVERAGE

A. Effective August 1, 2009, the Hamburg BOARD of Education shall enroll in the New Jersey School Employees Health Benefits Program. Effective August 1, 2009, all full-time employees and their dependents will be eligible for the health benefits in the New Jersey School Employees Health Benefits Program and a Dental Plan as mutually agreed for bargaining members as described in Article I, and eligible dependents, shall be provided by the BOARD.

B. Payroll Deductions

Effective July 1, 2021, all employees currently receiving Direct 10/15 shall contribute at a rate of 25% of the health benefit premium. All others shall contribute as per the provisions of Chapter 44.

* Upon expiration of this contract, this rate becomes negotiable by both parties taking into consideration the PL 2011 Chapter 78 contribution rates in effect at that time. If no successor agreement is reached by 6/30/2024, the contribution rates will be dictated by the law in effect at that time.

ARTICLE XIX - UNUSED SICK DAYS

A. RETIREMENT BENEFITS

1. Upon actual retirement, pursuant to the requirements of the "Teachers' Pension Annuity Fund" bargaining members who have completed fifteen (15) years service in the Hamburg School District shall be eligible for 100% of their unused sick days at \$80.00 per day to a maximum of \$12,000.00 per employee, provided that the proper filing process to draw pension annuity be completed according to the rules of the Teachers' Pension Annuity Fund. If preceding requirements are not met, the BOARD shall not be obligated to apply this benefit.
2. This benefit shall be paid out no later than the 15th of July of the following fiscal year. However, notice of retirement will be given to the Board Secretary by January 1 of the year in which the retirement will take place, or the payment may be delayed until the following school year.

ARTICLE XX - SALARIES

A. METHOD OF PAYMENT

1. Ten (10) Month

Bargaining members employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly payments on the 15th and last working day of each month.

2. Newly Hired Bargaining Members

Except in cases of emergency, all newly hired bargaining members who start employment on or before the seventh day of the month shall receive their first paycheck in the first pay period of that same month. All newly hired bargaining members who start employment after the seventh day of the month shall receive their first paycheck in the last pay period of that same month.

3. Exceptions

When a pay day falls on or during a school holiday, vacation or weekend, bargaining members shall receive their paycheck on the last previous working day.

4. Final Pay

Bargaining members shall receive their final checks on the last working day in June. The salaries of all personnel covered by this agreement are set forth in Schedule A which is attached hereto and made a part thereof.

B. ADDITIONAL CREDITS

1. All semester hours of graduate credit shall be reimbursed by the BOARD at the Rutgers in state graduate per credit rate. Reimbursement shall not exceed six (6) graduate credits per semester, nor shall it exceed eighteen (18) graduate credits per bargaining member for any fiscal year. It is further agreed that total reimbursement

shall not exceed \$12,000.

2. Claims for reimbursement must be submitted within 20 working days of receipt of transcript by the employee and must be accompanied by proof of payment.
3. Available funds will be distributed at the end of the school year and divided equally among all bargaining members who have taken approved courses, in accordance with the number of credit hours taken.
4. If a bargaining member leaves the district within three (3) years of receiving reimbursement for graduate credit, the bargaining member must refund the district the amount that the employee received as reimbursement during the previous three (3) years. Non-tenured bargaining members who leave the district due to non-renewal will not be subject to this clause. Tenured bargaining members who leave as a result of a Reduction in Force will not be subject to this clause.

C. EXTRA DUTY POSITIONS

When the BOARD and ASSOCIATION mutually agree, the following services shall be offered as extra-duty positions and shall be compensated for at a rate of pay attached hereto and identified as Schedule B. Each bargaining member performing extra duty shall be placed on the proper step each academic year. Notification of extra-duty positions shall be posted no later than July 30, with service to begin on or after September 1.

D. MID YEAR SALARY GUIDE ADJUSTMENT

The BOARD agrees to place a bargaining member on the next salary level with the appropriate salary increase to be effective February 1 of any academic year provided the bargaining member earns the required number of credits to be eligible for that level prior to February 1, and provides an official transcript. It is further understood that said bargaining member must submit to the Superintendent prior to October 31, a written

notice that the bargaining member intends to reach the next horizontal salary level by February 1. Otherwise, all salary and/or guide adjustments shall become effective September 1 of the following academic year.

A bargaining member shall provide proof (i.e. transcript, diploma, etc.) in order to receive a mid-year salary guide adjustment.

ARTICLE XXI - PART-TIME STAFF MEMBERS

A. DEFINITION

Part-time bargaining members shall be defined as, "any bargaining member whose contract is for less than 100% of work time (less than five (5) full days per week)."

B. HEALTH CARE COVERAGE

1. In order to be eligible for health care coverage, part-time bargaining members must be employed at least twenty (20) hours per week, except for those full-time bargaining members reduced to part-time status in the future.
2. The "twenty (20) hours worked" threshold in subparagraph 1. above shall be twenty-five (25) hours per week when the BOARD participates in the New Jersey School Employees Health Benefits Program.

C. SICK LEAVE

This leave will be on a pro-rated basis and based on the number of days worked per week. (Example: 2 days per week= 40% of the number of days will get $.4 \times 12 = 4.8$ or 5 days).

D. PERSONAL DAYS

This leave will be on a pro-rated basis and based on the number of days worked per week. (Example: 2 days per week= 40% of the number of days will get $.4 \times 4 = 1.6$ or 2 days.)

E. DEATH DAYS

This leave will be on a pro-rated basis. (e.g., 40% will get $.4 \times 5 = 2.0$ or 2 days.)

F. PREPARATION TIME

Part time staff shall receive prep time pro-rated. For calculation of pro-ration, full time preparation time is equal to two hundred (200) minutes per five (5) day week.

G. SCHEDULED TIME

All part-time bargaining members shall be scheduled in a consecutive block of paid time.

H. FAMILY ILLNESS DAYS

This leave will be on a pro-rated basis (e.g., 40% will be $0.4 \times 2 = 0.8$ or 1 day)

ARTICLE XXII - LONGEVITY

1. Bargaining members who have completed **16 years** of employment in the Hamburg School District shall receive an annual amount of \$1,300.00 over and above the salary guide.
2. Bargaining members who have completed **20 years** of employment in the Hamburg School District shall receive an annual amount of \$1,800.00 over and above the salary guide.
3. Bargaining members who have completed **25 years** of employment in the Hamburg School District shall receive an annual amount of \$2,300.00 over and above the salary guide.
4. Bargaining members who have completed **30 years** of employment in the Hamburg School District shall receive an annual amount of \$2,800.00 over and above the salary guide.

ARTICLE XXIII - MENTORING

1. Any opening for a "mentor" shall be posted, and the position shall be given to the most qualified applicant, within the present bargaining unit, who applies.
2. Any bargaining member who serves as a "mentor" shall receive a stipend in accordance with the New Jersey Department of Education Guidelines. Said stipend will be paid by the BOARD.

ARTICLE XXIV - REPRESENTATION FEE

A. AMOUNT OF FEE/NOTIFICATION

Prior to the beginning of each membership year, the ASSOCIATION will notify the BOARD in writing of the amount of the regular membership dues, initiation fees and assessments charged by the ASSOCIATION to its own members for that membership year.

B. DEDUCTION AND TRANSMISSION OF FEE

1. Notification - On or about the 15th of September each year the BOARD will submit to the ASSOCIATION, a list of all employees in the bargaining unit.
2. Changes - The ASSOCIATION will notify the BOARD in writing of any changes in the list provided for in paragraph 1, and such changes will be reflected in any deductions made more than 10 days after the BOARD received said notice.
3. New Employees - On or about the last day of each month, beginning with the month this agreement becomes effective, the BOARD will submit to the ASSOCIATION, a list of all employees who begin their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles, dates of employment and places of assignment for all such employees. The BOARD will also notify the ASSOCIATION of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment and death.

C. INDEMNIFICATION

The ASSOCIATION shall indemnify and hold the BOARD harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken by the BOARD for the purpose of complying with any provision of this Article. The ASSOCIATION shall intervene in and defend any administrative or court litigation.

The Board agrees to be bound by the provisions of the WDEA (Workplace Democracy Enhancement Act) N.J. 34:13A or the current law.

ARTICLE XXV - DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 2021 and shall continue in effect through June 30, 2024.

B. STATUS OF INCORPORATION

In witness whereof the ASSOCIATION and the BOARD has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seals placed hereon.

HAMBURG EDUCATION ASSOCIATION

By: _____ (President) _____

By: _____ (Secretary) _____

HAMBURG BOARD OF EDUCATION

By: _____ (President) _____

By: _____ (Secretary) _____

CORPORATE SEALS

SCHEDULE A: 2021- 2024

SALARY GUIDE (2021-2022)			
New Step	Old Step	B.A.	M.A.
1	2	\$61,612	\$64,932
2	3	\$62,852	\$66,172
3	4	\$64,117	\$67,437
4	5	\$65,407	\$68,727
5	6	\$66,722	\$70,042
6	7	\$68,062	\$71,382
7	8	\$69,427	\$72,747
8	9	\$70,822	\$74,142
9	10	\$72,247	\$75,567
10	11	\$73,702	\$77,022
11	12	\$75,187	\$78,507
12	13	\$76,697	\$80,017
13	14	\$78,232	\$81,552
14	15	\$79,792	\$83,112
15	16	\$81,377	\$84,697
16	17	\$82,877	\$86,197

SALARY GUIDE (2022-2023)

Step	B.A.	M.A.
1	\$62,717	\$66,037
2	\$63,957	\$67,277
3	\$65,222	\$68,542
4	\$66,512	\$69,832
5	\$67,827	\$71,147
6	\$69,167	\$72,487
7	\$70,532	\$73,852
8	\$71,927	\$75,247
9	\$73,352	\$76,672
10	\$74,807	\$78,127
11	\$76,292	\$79,612
12	\$77,802	\$81,122
13	\$79,337	\$82,657
14	\$80,897	\$84,217
15	\$82,482	\$85,802
16	\$83,982	\$87,302

SALARY GUIDE (2023-2024)		
Step	B.A.	M.A.
1	\$64,053	\$67,373
2	\$65,293	\$68,613
3	\$66,558	\$69,878
4	\$67,848	\$71,168
5	\$69,163	\$72,483
6	\$70,503	\$73,823
7	\$71,868	\$75,188
8	\$73,263	\$76,583
9	\$74,688	\$78,008
10	\$76,143	\$79,463
11	\$77,628	\$80,948
12	\$79,138	\$82,458
13	\$80,673	\$83,993
14	\$82,233	\$85,553
15	\$83,818	\$87,138
16	\$85,318	\$88,638

No increment shall be paid in 2024-2025 until the parties reach an agreement on a successor agreement.

SCHEDULE B: 2021- 2024 EXTRA DUTY POSITIONS

ACTIVITY	EXPERIENCE LEVEL					
	1	2	3	4	5	6
Academic Club	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463
Art Club	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463
Athletic Coordinator	\$1,688	\$1,801	\$1,913	\$2,026	\$2,082	\$2,139
A.V.A.	\$1,238	\$1,350	\$1,463	\$1,575	\$1,632	\$1,688
Band	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463
Basketball	\$1,688	\$1,801	\$1,913	\$2,026	\$2,082	\$2,139
Basketball Assistant	\$1,463	\$1,575	\$1,688	\$1,801	\$1,856	\$1,913
Chorus	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463
Computer Tech Advisor	\$1,350	\$1,463	\$1,575	\$1,688	\$1,745	\$1,801
Cross Country	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463
Cross Country (Assistant)	\$788	\$900	\$1,013	\$1,126	\$1,181	\$1,238
Drama	\$1,463	\$1,575	\$1,688	\$1,801	\$1,856	\$1,913
Drama (Assistant)	\$1,126	\$1,238	\$1,350	\$1,463	\$1,519	\$1,575
Eighth Grade Advisor	\$1,398	\$1,510	\$1,623	\$1,736	\$1,791	\$1,848
Field Hockey	\$732	\$844	\$956	\$1,069	\$1,126	\$1,181
Environmental Club	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463
Natl Junior Honor Society	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463
Safety Patrol	\$844	\$956	\$1,069	\$1,181	\$1,238	\$1,294
School Literary Magazine	\$900	\$1,013	\$1,126	\$1,238	\$1,294	\$1,350
Soccer	\$1,575	\$1,688	\$1,801	\$1,913	\$1,969	\$2,026
Soccer (Assistant)	\$1,350	\$1,463	\$1,575	\$1,688	\$1,745	\$1,801
Track	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463
Track (Assistant)	\$900	\$1,013	\$1,126	\$1,238	\$1,294	\$1,350
TREP\$ Advisor	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463
Volleyball	\$1,013	\$1,126	\$1,238	\$1,350	\$1,407	\$1,463
Volleyball (Assistant)	\$900	\$1,013	\$1,126	\$1,238	\$1,294	\$1,350
Yearbook	\$1,463	\$1,575	\$1,688	\$1,801	\$1,856	\$1,913

Any individual moving from Head Coach (Advisor) to Assistant shall receive credit on the guide for each year of service as an assistant.

Any individual moving from Assistant Coach (Advisor) to Head Coach (Advisor) shall receive credit on the guide for one year for every two years served PLUS 1. For example, if an individual served 4 years as an assistant, he/she shall be put on step 3 (4 divided by 2 plus 1) of the Head Coach (Advisor) line of the guide.

Curriculum Writing: \$ 500 per subject (inclusive of typed copy).

** No Bargaining member will be assigned the administrative role of Child Study Team Coordinator.

Stipend / Hourly Positions

- Bargaining member in Charge (\$1,000) The rate will not increase based on experience level.
- Testing Coordinator (\$1,000) The rate will not increase based on experience level.