

1420

1999 - 2002 AGREEMENT

BETWEEN

EDUCATION ASSOCIATION OF SOUTH HACKENSACK

AND

SOUTH HACKENSACK BOARD OF EDUCATION

PREAMBLE

This agreement entered into this _____ day of _____, 1999 by and between the Board of Education of South Hackensack, New Jersey, hereinafter called the "Board", and the Education Association of South Hackensack, hereinafter called the "Association" for the period July 1, 1999 through June 30, 2002.

Whereas, the board has, pursuant to Chapter 123 of the public laws of 1974, negotiated with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

Whereas, the parties have reached certain understanding which they desire to confirm in this agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning grievances and terms and conditions of employment for all certified personnel specified below, whether under contract, on leave, employed or to be employed by the Board, including: full-time teachers, school nurse, part-time teachers, school psychologist and social worker but excluding: substitute teachers and all other employees employed by the Board.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on terms and conditions of employment. Such negotiations shall begin in accordance with the negotiation time table set forth by the Public Employees Relations Commission. Any agreement so negotiated shall apply to all full-time teachers, school nurse, part-time teachers, school psychologist and social worker, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

B. MODIFICATION

This agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association or any teacher participates during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay if prior written permission is granted by the Chief School Administrator.

B. The maximum number of working days for any employee covered by this agreement shall be one hundred eighty-three (183) days, for the 1999-2000 school year and one hundred eighty-four (184) days for the second and third years of the contract.

C. Additional days scheduled for "snow" days, if not used, will be dropped before the end of the school year retaining the required one hundred eighty-three (183) days, for the 1999-2000 school year and one hundred eighty-four (184) days for the second and third years of the contract.

D. The last work day before the Thanksgiving and Christmas recess shall end not later than 1 p.m. for employees covered by this agreement.

E. The last five (5) school days of each school year (except graduation day, when teachers shall be released at 1 p.m.) shall be full session days for teachers; notwithstanding early release of students.

F. If teachers are required to work in excess of one hundred eighty-three (183) days, during the 1999-2000 school year, or one hundred eighty-four (184) days for the second and third years of the contract, additional compensation on a pro-rata basis shall be paid for those so required to work.

G. Two (2) of the one hundred eighty-three (183) working days during the 1999-2000 school year and two (2) of the one hundred eighty-four (184) working days during the second and third years of the contract, shall be utilized for non-student contact days as directed by the Chief School Administrator for the purposes of performing school related tasks such as curriculum development, and other non-teaching duties, etc. In the event that school laws are amended to require more than one hundred eighty (180) school days for pupils, these days may, under those circumstances, be converted to pupil contact days.

H. The Board shall make every effort to provide each new employee all information necessary for employment, including available health insurance and a contract agreement within the first five (5) working days.

ARTICLE IV

All teachers and school nurse will be required to perform the following non-teaching duties as assigned by the Chief School Administrator at the rate of twelve (\$12.00) dollars per 50 minute period.

Lunchroom Supervision.....30 minutes per day
Playground Supervision.....20 minutes per day
P.M. line-up Supervision.....10 minutes per day

NO TEACHER SHALL BE REQUIRED TO PERFORM MORE THAN FIFTY (50) MINUTES OF DUTY PER WEEK.

ARTICLE V

A. FULL HEALTH-CARE COVERAGE

The Board shall pay the premium rate for each full-time teacher and school nurse, including family-plan coverage under the New Jersey State Health Benefits program or equivalent.

B. DENTAL COVERAGE

The Board shall pay the premium rate for each full-time teacher and school nurse, including family-plan coverage under the New Jersey Dental Service Plan, Inc. or equivalent.

C. OPTICAL REIMBURSEMENT

The Board shall pay EASH monies which shall be used for optical reimbursement as follows:

1999-2000 - \$3,250. to be used by EASH to reimburse personnel covered by this agreement.

2000-2001 - \$3,500. to be used by EASH to reimburse personnel covered by this agreement.

2001-2002 - \$3,500. to be used by EASH to reimburse personnel covered by this agreement.

The formula for reimbursement shall be established by EASH membership.

This agreement also covers immediate family members - spouse and children.

The monies shall be paid to EASH at the beginning of each contract year. EASH will account to the board annually on funds expended, and will maintain an account balance sufficient to keep the account open.

D. The designation of "full-time" shall be determined by the Board pursuant to N.J.A.C. 17:9-4.6 except that all covered personnel employed on June 30, 1996 who were then considered full-time and eligible under the State Health Benefits Programs shall be deemed "full-time" so long as they continue to work three (3) days or more per week on a regular basis and will therefore be covered as previously.

ARTICLE VI

SUMMER PAYMENT PLAN

A teacher may have a percentage of salary deducted and deposited each pay period from September to June. These deductions will be deposited in the bank account of the individual teacher at an FDIC insured bank utilized by the school district and/or the Central Bergen Federal Credit Union.

It is not designed to be used for changing such laws and contract or establishing new ones.

6. All documents dealing with the processing of a grievance shall be kept in a separate grievance file and shall not be kept in the personnel file of any of the participants.

III. Procedures

1. The aggrieved person shall, within 25 school days of the occurrence, present the grievance in writing to the Chief School Administrator. This document shall include:
 - a. The nature of the Grievance and date occurred.
 - b. The specific section or sections of this Agreement, Board Policy, or administrative decision alleged to have been violated, misinterpreted or misapplied.
 - c. The results of the previous discussions.
 - d. The employees' dissatisfaction with the decision previously rendered.
 - e. The specific relief sought.
2. The Chief School Administrator shall investigate the grievance and give his decision in writing within five (5) school days to the aggrieved person.
3. If the aggrieved person is not satisfied with the disposition of the grievance or if no decision is made, he shall, within five (5) school days after filing pursuant to number one (1), request a review by the Board. The request shall be submitted in writing through the Chief School Administrator who shall attach all records of the grievance and forward the same to the Board. Within thirty (30) days the board or committee of the Board shall review the grievance, hold a meeting with the aggrieved if requested, and render the decision in writing.
4. If the Association is not satisfied with the Board's disposition of the grievance and the grievance concerns an alleged violation of the express written terms of the contract, it may within five (5) school days of the Board's decision (or 35 days from when the grievance was presented to the Board, whichever is sooner) submit the grievance to the advisory non-binding arbitration using the service of the Public Employment Relations Commissioner (PERC).

- a. 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.
 - b. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time, a request for a list of arbitrators shall be made to PERC. The parties shall then be bound by the rules and proceedings of PERC.
5. The arbitrator shall be limited to the issues submitted to him, and shall not add to, subtract from or modify the terms of the agreement. The only grievances which may be arbitrated are those which allege that there has been a violation of the express written terms of the locally negotiated agreement. The arbitrator shall have no authority to rule on grievances on Board policies, administrative decisions, or statutes and regulations.
6. The award of the arbitrator shall be advisory.
7. Arbitration meetings will be held at times other than the regular school day, unless otherwise mutually agreed upon.

ARTICLE XIII

A. Each full-time teacher, psychologist, social worker and school nurse shall be entitled to eleven (11) sick days per school year.

B. An eligible person who reports to work but leaves ill before 11 a.m. shall be charged with a full sick day; if a person leaves ill between 11 a.m. and 2 p.m., one-half sick day shall be charged; if a person leaves ill after 2 p.m. there shall be no charge of any part of a sick day.

C. Part-time eligible persons shall receive sick days based upon the number of days normally worked:

4 days	4/5 of 11 days
3 days	3/5 of 11 days
2 days	2/5 of 11 days
1 day	1/5 of 11 days

ARTICLE XIV

PREPARATION TIME

Classroom teachers will have preparation time while music, spanish and art are being taught by a specialist in their classrooms.

Preparation time shall be utilized for professional activities only, including, but not limited to, lesson planning, grading papers, parent conferences, etc.

The provisions of this Article shall not be interpreted to require or compel the Board of Education to continue programs of art, spanish or music, nor shall they be interpreted to require the Board to retain substitutes in the absence of such specialists.

ARTICLE XV

CHILDCARE LEAVE

Upon proper application, a teacher shall be granted unpaid leave of absence for purposes of childcare upon adoption of an infant child. Said leave shall be in accordance with the Board policy and applicable law governing regular childbirth.

ARTICLE XVI

EXTRA CURRICULAR TEACHING DUTIES

Beginning with the 1999-2000 school year and for the duration of this contract, the following stipends will be paid:

	<u>1999-2000</u>	<u>2000-2002</u>
Girls and Boys Soccer and Basketball Coaching	\$1000. per sport	\$1100. per sport
All other Coaching including Intramural Coaching	\$ 900.	\$1000.
Cheerleading	\$ 900.	\$1000.
Student Council	\$ 900.	\$1000.
Yearbook	\$ 500.	\$ 600.
A.M. Research/Computer Program	\$ 800.	\$ 900.
P.M. Research/Computer Program	\$ 800.	\$ 900.
Register	\$ 900.	\$1000.
Coordinator of National School Lunch Program	\$ 250.	\$ 350.
Ski Club Coordinator	\$ 100.	\$ 100.
Holiday Show Program	\$ 800.	\$ 800.

ARTICLE XVII

SALARIES

A. The salaries of all persons covered by this agreement shall be as set forth in schedule A, B and C attached hereto for the school years beginning 1999 through 2002. Full-time teachers who had been on the top step of the guide for at least one (1) year and have been employed in the district for ten (10) years shall receive an additional payment of \$2,000. for 1999-2000 and 2000-2001. For the school year 2001-2002, full-time teachers on the top of the guide for at least one (1) year who have been employed ten (10) years in the district shall receive \$3,000. additional payment. Part-time teachers who have been on the top step of the guide for one (1) year and employed for ten (10) years in the district, shall receive a pro-rated payment (e.g., a 6/10ths teacher will receive \$1,200. or \$1,800., as the case may be.

B. An additional Three Hundred Dollars (\$300.00) for each approved nine (9) credits of in service training towards Masters and Masters Plus 30 shall be paid in addition to the salary guide amounts.

C. Longevity shall be paid for the years of teaching in the South Hackensack School system for each of the years of this Agreement as follows: (the categories shall be effective at the commencement of each year in each bracket).

	1999-2000	2000-2002
1. 16 - 19 years	\$1100.	\$1300.
2. 20 - 25 years	\$1300.	\$1500.
3. 26 - 30 years	\$1500.	\$1700.
4. Over 30 years	\$1700.	\$1900.

Longevity will be pro-rated for part-time employees, i.e. four (4) days equals 4/5's, three (3) days equals 3/5, etc.

D. The gym teacher shall receive a uniform allowance of \$150. each year of the contract.

SALARY SCHEDULE A

1999 - 2000 **

	<u>BA</u>	<u>MA</u>	<u>MA+30</u>
1.	30,350	35,950	41,350
2.	30,650	36,400	42,200
3.	32,350	38,400	44,500
4.	34,500	40,600	46,900
5.	36,700	43,000	49,325
6.	39,050	45,200	51,775
7.	41,425	47,400	54,250
8.	43,825	49,600	56,750
9.	46,250	51,800	59,275
10.	48,700	54,000	61,825
11.	51,175	56,276	64,425
12.	53,675	58,875	67,125
13.	56,175	61,675	69,925
14.	58,845	64,575	72,870

** 1999 - 2000 - For an employee on Step 14 - See Article XVII, item A.

SCHEDULE B

2000 - 2001 **

	<u>BA</u>	<u>MA</u>	<u>MA+30</u>
1.	30,800	36,100	41,700
2.	31,300	36,400	42,200
3.	32,350	38,400	44,500
4.	34,500	40,600	46,900
5.	36,700	43,000	49,325
6.	39,050	45,200	51,775
7.	41,425	47,400	54,250
8.	43,825	49,600	56,750
9.	46,250	51,800	59,275
10.	48,700	54,000	61,825
11.	51,175	56,276	64,425
12.	53,675	58,875	67,125
13.	56,175	61,675	69,925
14.	58,845	64,575	72,870
15.	61,515	67,475	75,770

** 2000 - 2001 - For an employee on Step 15 - See Article XVII, item A.

SCHEDULE C

2001-2002**

	<u>BA</u>	<u>MA</u>	<u>MA+30</u>
1.	31,300	36,300	41,450
2.	32,000	37,400	42,300
3.	33,000	38,500	44,600
4.	34,600	40,700	47,000
5.	36,800	43,100	49,425
6.	39,150	45,300	51,875
7.	41,525	47,500	54,350
8.	43,925	49,700	56,850
9.	46,350	51,900	59,375
10.	48,800	54,100	61,925
11.	51,275	56,376	64,770
12.	53,825	59,475	67,770
13.	56,715	62,475	70,770
14.	59,615	65,475	73,770
15.	62,515	68,475	76,770

** 2001 - 2001 - For an employee on Step 15 - See Article XVII,
item A.

DURATION OF AGREEMENT

A. Duration period

This Agreement will be effective as of July 1, 1999 and shall continue in effect until June 30, 2002, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

In witness thereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals placed hereon, all on the day and year first above written.

EDUCATION ASSOCIATION OF
SOUTH HACKENSACK

BY: Kathleen Carucci
President

BY: Elabith Higgins
Secretary

DATED: November, 1999

SOUTH HACKENSACK BOARD OF
EDUCATION

BY: [Signature]
President

BY: Rinda A. Ortese
Secretary

DATED: October 12, 1999