

Contract no. 1530

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AGREEMENT

**between
the**

**HACKETTSTOWN
BOARD OF EDUCATION**

and the

**HACKETTSTOWN
SUPPORT STAFF ASSOCIATION**

July 1, 1990

to

June 30, 1992

**FINAL DRAFT
DECEMBER 14, 1990
FILE: HSSA1990.CON**

AGREEMENT
BETWEEN
THE
THE BOARD OF EDUCATION
OF HACKETTSTOWN, NEW JERSEY
AND THE
HACKETTSTOWN SUPPORT STAFF ASSOCIATION

EMPLOYMENT AGREEMENT

AGREEMENT made December 12, 1990 between the **HACKETTSTOWN SUPPORT STAFF ASSOCIATION**, hereinafter called "**ASSOCIATION**", and the **BOARD OF EDUCATION OF THE TOWN OF HACKETTSTOWN**, in the **COUNTY OF WARREN**, hereinafter called "**BOARD**".

WHEREAS, the Parties hereto have reached an Agreement with respect to the terms and conditions of employment of certain employees of the Board, the parties hereto, pursuant to New Jersey State Law, mutually agree as follows:

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ARTICLE I
RECOGNITION

The Board recognizes the Association as the exclusive representative of the following personnel employed by the Board for collective negotiations concerning the terms and conditions of employment:

Full Time Permanent Teacher Aides -
Defined as no less than 30 hours per week.

Full Time Permanent Bus Drivers -
Defined as no less than 2 runs per school day.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement. Negotiations for the successor Agreement shall commence no later than October 31 of the year prior to termination of the Agreement.
- B. This agreement shall not be modified in whole or in part by the Parties except by an instrument in writing duly executed by both Parties.

ARTICLE III
GRIEVANCE PROCEDURE

- A. Definition: A "grievance" is a claim by an employee or the Association on behalf of an employee or group of employees based upon an alleged misinterpretation, misapplication, or violation of this Agreement, Board policies, or administrative decisions rendered thereunder affecting the working conditions or terms of employment of an employee or group of employees.
- B. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The Association agrees that those items which are expressly related to the Ridgefield Park decision of the New Jersey Supreme Court and similar scope of negotiations decisions of the Public Employment Relations Commission and the judiciary will not be subject to the Grievance Procedure.

- C. In the following procedure it is understood that the employee has the option to proceed either directly or to be accompanied by a representative of the Association:
1. The Parties agree to follow the procedures outlined in this Agreement and to use no other channels to resolve any questions or proposal until the procedures in the Agreement are fully exhausted. A grievant who does not meet the timelines as prescribed automatically waives the right to further appeal, and the grievance shall automatically be considered null and void.
 2. Any Board of Education employee who has a grievance (as heretofore defined) shall within thirty (30) school days following the occurrence of the alleged happenstance present it first to the Professional Rights and Responsibilities Committee of the Association to decide the worth of the grievance. The P.R.&R Committee shall make a decision within ten (10) school days. If the employee is dissatisfied with the decision of the P.R.&R. Committee, the employee has the right, within seven (7) school days to continue the grievance by discussing it with his/her immediate supervisor in an attempt to resolve the matter at that level.
 3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, the employee, shall within four (4) school days, set forth the grievance in writing to his/her immediate supervisor. To be timely and effective, the written grievance must set forth in reasonable detail the facts underlying the grievance, the specific provisions allegedly violated, and the relief sought. The immediate supervisor shall communicate the decision on the matter to the employee in writing within four (4) school days of the receipt of the written grievance. A carbon copy shall go to the Superintendent and the immediate supervisor.

4. The employee may appeal the immediate supervisor's decision within seven (7) school days to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and to be timely and effective must set forth not only the matters referred to in section 3 above, but must also set forth the reasons for the employee's dissatisfaction with the immediate supervisor's decision. The Superintendent shall arrive at a decision within seven (7) school days of receipt of the written appeal. The Superintendent shall communicate the decision on the matter in writing, along with supporting reasons, to the employee, carbon copies to the immediate supervisor, Superintendent, and the Board.
5. If dissatisfied with the action taken by the Superintendent of Schools, the employee may request, within seven (7) school days, that a committee of the particular employee organization such as the Association's Professional Rights and Responsibilities Committee, which includes employees of the Hackettstown School System, review the grievance. The Committee will use its best influence to eliminate grievances which in its opinion are not worthy of further consideration. If the matter is not resolved within fourteen (14) school days, the Committee shall drop the matter from further consideration.
6. If after all preceding steps as stipulated heretofore have been utilized and a grievance alleges misinterpretation, misapplication or violation of the Agreement, the employee shall refer the grievance through the Superintendent's office to the Board of Education, within four (4) school days of the determination of the Association's P.R.&R Committee. The appeal to the Board must be in writing and to be timely and effective must set forth not only the matters referred to in sections 3 & 4 above, but must also set forth the reasons for the employee's dissatisfaction with the Superintendent's decision. The Board shall hear the employee at its next regularly scheduled meeting and shall inform the employee of its determination in writing within eight (8) days after the regularly scheduled meeting. Carbon copies shall go

to the immediate supervisor, Superintendent, and the Board.

7. If the grievance involves misinterpretation, misapplication or violation of the written Agreement, the employee shall have the right within ten (10) school days following the decision of the Board, to request binding arbitration pursuant to rules and regulations established by the American Arbitration Association under the provisions of New Jersey Law. The recommendation for settlement made by the Arbitrator, which shall be in writing and which shall contain detailed findings and conclusions, will be binding on both Parties. The cost of the Arbitrator's services, if any, shall be shared equally by the Parties and each of the Parties shall bear their own costs.
8. If the grievance alleges misinterpretation, misapplication or violation of Board policies or administrative decisions involving the interpretation or application of Board policies, the grievance may be referred through the Superintendent's office to the Board of Education within four (4) school days of the determination of the Association's P.R.&R Committee. The appeal to the Board must be in writing and must set forth the grounds upon which the grievance is based. The Board shall hear the employee at its next regularly scheduled meeting and shall inform the employee of its determination in writing within eight (8) school days after the regularly scheduled meeting. Carbon copies shall go to the immediate supervisor, Superintendent and Board. Said grievance shall not be subject to binding arbitration.
9. No claim by an aggrieved party shall constitute an arbitrable grievance, beyond Board level or be processed beyond Board level if it pertains to:
 - a. Any matter for which a detailed method of review is prescribed by law, or
 - b. Any rule or regulation of the State Commissioner of Education, or
 - c. any existing by-laws of the Board of Education, or
 - d. any matter which, according to law, is beyond the scope of Board authority or limited to unilateral action of the Board alone.

10. When it is determined by either the Board or the Association that a court appeal shall be undertaken following an arbitrator's decision, the following conditions shall prevail. If the court rules in favor of the Association, the Board of Education will compensate the Association up to a maximum of \$1,000 for attorney fees and court costs in conjunction with all court proceedings. On the other hand, if the court rules in favor of the Board, the Association will compensate the Board up to a maximum of \$1,000 for attorney fees and court costs in conjunction with all court proceedings. In no event, however, will either party be liable to pay in excess of \$2,000 within the existence of the negotiated Agreement for such costs.

ARTICLE IV
EMPLOYEE'S RIGHTS

- A. The Board hereby agrees that every employee shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be granted under New Jersey School Laws or other applicable laws and regulations.
- B. The Board and the Association agree that there shall be no disciplinary action, reprimand or deprivation of any employee's rights without just cause; further, the Board agrees that no employee will be reduced in rank or compensation or any employment advantage without just cause. Nothing stated in this paragraph B shall be construed as granting contractual tenure to the employees covered by this Agreement, or as altering the Board's ability to hire covered employees on an annual appointment basis subject to termination on thirty (30) days notice. It is expressly agreed that the just cause standard set forth in this paragraph B shall not apply to Board decisions regarding either annual appointments or mid-term terminations, since the employment relationship is deemed to be at will.
- C. Members of the negotiating team shall be free from reprisals by the Board or its representatives.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to comply with all reasonable requests by the Association for available information within the public domain which may be necessary for the Association to process any grievance or complaint.
- B. The Association shall have the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall approve in advance of the time and place of all such meetings.
- C. The Association shall have the privilege of reasonable use of the interschool mail facilities and school mail boxes.

ARTICLE VI
HOURS

Employees shall be paid for a minimum of 4 hours if school is scheduled and they report to work, and thereafter the school day is shortened.

ARTICLE VII
EMPLOYMENT

- A. Credit for previous outside experience may be granted new employees of the Board at the time of initial employment. Credit for Military Service shall not exceed Four (4) years.
- B. It is the intent of the Board to notify employees of their contract and salary status for the ensuing year not later than June 30th. Specific contracts will be drawn by August 1, with any subsequent change requiring a 30 day notice.

ARTICLE VIII
SALARIES

The salaries of all employees covered by this Agreement are set forth in the schedules which are attached hereto and made a part hereof.

- A. When pay day is on or during a school holiday, vacation, weekend or bank holiday, employees shall receive their paychecks on the last previous work day. Pay dates shall be posted in each building. In the event that there is a computer malfunction which precludes payrolls in accordance with the time cited in the Agreement, payment shall be made as soon as possible after the malfunction is corrected. The Board shall seek to correct the computer malfunction as expeditiously as possible.
- B. Employees on twenty (20) payment option shall receive their final checks on the last working day in June provided they have fulfilled all responsibilities to the satisfaction of their immediate supervisor.
- C. Employees have the option of selecting a summer savings plan with the Board of Education selecting a local bank depository.

ARTICLE IX
ASSIGNMENTS

- A. Upon request, all employees shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than August 1.
- B. In the event that changes in such schedules, class and/or subject assignment, building assignments, or room assignments are proposed after August 1, any employee affected shall be notified in writing.

ARTICLE X
VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies for the following school year.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employees shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interest of the school system.

ARTICLE XI
EVALUATIONS

- A. All formal written evaluations of employees shall be conducted openly and with full knowledge of the employee.
- B. If the evaluation is in writing, a conference shall be held to discuss the evaluation.
- C. The employee shall have the right to respond, in writing, and have the response attached to the evaluation.
- D. The employee shall have the right to review the contents of his/her personnel file. The review of said file shall be conducted in the confines of the Administrative Office.

ARTICLE XII
SICK LEAVE

- A. Employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day, subject to prorating in accordance with applicable school law decisions. Unused sick leave days shall be accumulated in the Hackettstown School System from year to year with no maximum limit to be used for additional sick leave as needed in subsequent years.
- B. Employees are to maintain contact with their respective Supervisors while absent for sickness regardless of the probable duration of such leave.
- C. A physician's certificate indicating permission to return to work must be submitted if an illness exceeds three (3) consecutive school days or five (5) or more days in any ten (10) school day interval prior to resumption of duties. Sick leave is awarded by the school system to protect individuals from loss of pay and is not to be abused. Violation of sick leave policy will result in loss of pay for the day or days involved. The Board retains its prerogative to develop and implement sick leave verification practices, in accordance with applicable decisions of the Public Employment Relations Commission and the reviewing judiciary.

ARTICLE XIII
TEMPORARY LEAVE OF ABSENCE

All full-time contract employees shall be entitled to the following leaves of absence with full pay each school year:

- A. One day of personal leave each school year without being required to indicate reason for such leave or to obtain prior approval. Employees are to give prior notification by telephoning their immediate supervisor and stating the day of absence is to be a personal day.
- B. One day for business leave to take care of business which cannot be transacted other than during school hours. In this instance, the reason must be specifically detailed and explained. Judgment as to the validity and appropriateness of the reason(s) presented for absence because of business necessity shall be solely the responsibility of the Superintendent. Prior written approval of the Superintendent must be obtained.
- C. Personal leave day may be used for religious absence.
- D. If death occurs in the immediate family of any employee, that employee will be allowed absence, without reference to sick leave, at full pay as follows: Allowance of five (5) days for parents or guardians, mother and father-in-law, spouse and children including adopted, step or foster children, brothers and sisters; three (3) days for grandchildren, grandparents, brother and sister-in-law.
- E. In the event of illness in the immediate family which creates an emergency situation, an employee may use up to three (3) days with full pay without reference to sick leave. Immediate family is here defined as parents, spouse and children, including adopted, step or foster children living in the household.

ARTICLE XIV
PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

In the event of any disorder or disruption in the regular school program, the Association shall be afforded the opportunity to meet with the Board as soon as possible to advise and recommend programs to guarantee the safety of employees, students and property.

ARTICLE XV
DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Hackettstown Support Staff Association, the Warren County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct.
- B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice by August 1, prior to the effective date of such change.
- C. Any employee may have such educational dues discontinued from payroll deductions prior to January 1 or July 1, upon 30 days written notice to the Board of Education for the coming school year, starting September 1.
- D. By October 15 of each year covered by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees a representation fee in accordance with the provisions of NJSA34:13A-5.4 (Agency Shop Law).

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article and to compensate the Board for all cost of defense including attorney fees. The Board agrees to provide the Association timely notice in writing of any claim, demand, suit or other form of liability resulting from the implementation of provisions of this Article. If the Association so requests in writing, the Board will grant to it full responsibility for the defense of such claim, demand, suit or other form of liability with the Association paying all costs.

- E. The Board agrees to deduct salary withholdings for U.S. saving bonds from an employee's paycheck upon receipt of written notice from the employee to do so.

- F. A tax sheltered annuity plan shall be implemented for those wishing to have deductions from salary for this purpose. An employee is provided the option of selecting one plan of two available which are mutually satisfactory to both the Association and the Board of Education.
- G. The Board shall make automatic payroll deposits for employees making written request to the Board Office by completed forms provided by the Board.
- H. The Board agrees to deduct salary withholdings from an employee's paycheck for a credit union, mutually satisfactory to both the Association and the Board of Education, upon receipt of written notice from the employee to do so.

ARTICLE XVI
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

When courses are required by the Board, and successfully completed, employees shall be reimbursed the full cost per graduate or undergraduate credit.

ARTICLE XVII
BOARD'S RIGHTS CLAUSE

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the School District; (b) to hire, promote, transfer, and to suspend, demote, discharge or take other disciplinary action against employee; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the School District operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

- A. The Board shall not discriminate in its employment policies or practices as required by law.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, 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.
- D. Whenever any notice is required to be given by either of the Parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either Party shall do so by certified mail, return receipt requested, to the following addresses:
 - 1. If by Association, to Board at the Board of Education Office.
 - 2. If by Board, to Association President.
- E. It is understood by all parties that nothing contained herein shall be construed to deny or restrict to the Board of Education such rights it has or may have under New Jersey School Laws or other applicable laws or regulations.
- F. This Agreement shall be Board policy for the duration of the Agreement.

DURATION OF THIS AGREEMENT: This Agreement shall be effective July 1, 1990 and continue in effect through June 30, 1992.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper corporate officers.

THE HACKETTSTOWN SUPPORT STAFF ASSOCIATION

Attest:

Joyce D. Clements

By:

James Murphy
President

Jinda D. Palmer
Chairperson,
Negotiations Committee

THE BOARD OF EDUCATION OF THE TOWN OF HACKETTSTOWN

Attest:

[Signature]

By:

Allen M. Lutz
President

[Signature]
Chairperson,
Negotiations Committee

CLASSROOM AIDES HOURLY SALARY GUIDE

Level	1990-1991	1991-1992
1	\$6.50	\$6.75
2	6.70	7.10
3	6.90	7.30
4	7.10	7.50
5	7.45	7.75
		8.10

BUS DRIVERS HOURLY SALARY GUIDES

Step	1990-1991	1991-1992
1	\$10.00	\$10.00
2	10.90	10.90
3	11.40	11.90
4	11.80	12.40
5	12.35	12.80
6		13.45