

AGREEMENT

Between the  
Hasbrouck Heights Board of Education and  
HASBROUCK HEIGHTS EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF HASBROUCK HEIGHTS  
(BERGEN COUNTY), NEW JERSEY

July 1, 1983 to June 30, 1985

PREAMBLE

This agreement entered into this first day of July, 1983, by and between the Board of Education of Hasbrouck Heights, the borough of Hasbrouck Heights, New Jersey, hereinafter called the "Board," and the Hasbrouck Heights Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Hasbrouck Heights School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to offer advice to school administrators regarding the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of the employees hereinafter designated with respect to terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement, be it

RESOLVED, in consideration of the following mutual covenant, it is hereby agreed as follows:

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PART ONEARTICLES APPLICABLE TO ALL BARGAINING UNIT MEMBERS

## A R T I C L E O N E

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel whether under contract, on leave, employed or to be employed by the Board, including:

1. Classroom and all other teachers
2. Nurses
3. Librarians
4. Guidance Counselors
5. Secretarial Personnel
6. Custodial Personnel
7. Maintenance Personnel

but excluding the following:

1. Department Chairpersons
2. The secretary to the Superintendent of Schools
3. The secretary to the Board Secretary (one secretary)
4. Director of Student Personnel Services.

B. Unless otherwise indicated, the term "employees" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiation unit as above defined.

## A R T I C L E T W O

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Negotiations shall begin within thirty days of a request by either party but no earlier than November 1 of the final year of this agreement and no later than the final date required by PERC. Any agreement so negotiated shall apply to all employees, be reduced to writing, to be signed by the Board and the Association, and to be adopted by the Board and the Association. No portion of this agreement shall be subject to change during the term of this agreement. Discussion for purposes of clarification only may be initiated by either party through submission of a written request for discussion of a specific item or items.

- B. Both parties shall submit their negotiation proposals in writing.
- C. Any request for additional money or benefit for any group of employees or individual employees shall be made through the regular Board-employee negotiating team process. Once the items for negotiations are agreed upon, no further requests regarding such matters shall be honored.

### A R T I C L E T H R E E

#### EMPLOYEES RIGHTS

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board and Association hereby agree that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or any other laws of New Jersey or the Constitution 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 his membership in the Association or its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Law or applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

### A R T I C L E F O U R

#### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher participates during working hours in negotiation, grievance proceedings, conferences or meetings when requested by the Board or its representative, he shall suffer no loss of pay.

- B. The Association and its representatives shall have the right to use school buildings for meetings. The principal of the building in question shall be notified at least two days in advance, when possible. Approval shall not unreasonably be withheld.
- C. With the approval of the principal, the Association shall have the right to use school facilities and equipment. The Association shall use its own materials and supplies incident to such use, and be responsible for any repairs necessitated as a result thereof.
- D. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the principal, but no approval shall be required.
- E. The Association shall have the right to use school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

#### A R T I C L E F I V E

##### PROFESSIONAL DEVELOPMENT AND PROFESSIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its staff the responsibility for the upgrading and updating of employee performance and attitudes. The Board and the Association support the improvement of instruction.
- B. The Board agrees to pay reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is requested to take by the administration.
- C. The Board agrees to reimburse employees taking courses, which have been approved by the Superintendent, for their tuition cost up to maximum of 6 credits per year at up to the state college rate. Approval shall not be withheld for any course reasonably related to the employment with the Hasbrouck Heights School District.

#### A R T I C L E S I X

##### RETIREMENT STIPEND

At retirement, an employee shall receive a payment of thirty-five dollars (\$35) for every accumulated sick day not used.

## ARTICLE SEVEN

### SALARIES

- A. The salaries of all employees covered by this agreement are set forth in Schedules A, B, C, D, F, and G which are attached hereto and made a part hereof.
- B. It shall be clearly understood by both parties that these salary schedules do not guarantee and automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause any and all employment, adjustment and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:
1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of the recommendation.
  2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
  3. The Board will not take necessary formal action until a date subsequent to the above meeting.
  4. If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written notice of such action, together with the reasons therefore, to the employee concerned.

This procedure is in accordance with New Jersey Statutes Annotated, Title 18A: 29-14.

- C. 1. All employees shall be paid in equal semi-monthly installments, as set forth in Schedule E.
2. Employees may individually elect to have any portion of their monthly salary deducted from their pay and deposited to an account in their name in The Central Bergen Teachers Federal Credit Union or the United Jersey Bank. Each employee shall be entitled to change his or her payroll deductions once per contract year.
- D. Special School Advisors and Coaches shall be paid in accordance with Schedules F and G respectively. When said positions are filled by individuals who are not members of the HHEA bargaining unit such individuals shall be required to pay a representation fee to the Association in accordance with Article Sixteen. Said fee shall be an amount equal to 2% of the stipend received up to a maximum of 30% of the dues of whichever of the following organizations they are not members: NEA, NJEA, BCEA, HHEA.

## A R T I C L E E I G H T

SICK LEAVE

- A. All employees shall be entitled to thirteen (13) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Employees shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.
- C. Employees beginning employment after their normal contract year shall have their sick leave prorated.

## A R T I C L E N I N E

TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
  - 1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours, but these days may not be taken prior to or immediately following a legal holiday or school vacation. Application to the employee's principal or other immediate superior for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Unused personal business days will be added to the cumulative sick leave total, as allowable by law.
  - 2. Up to one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
  - 3. Time necessary for appearances in any legal proceedings connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required by law to attend.
  - 4. Up to five (5) days, including weekends, at any one time in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, and any other member of the immediate household.

5. Time necessary but not to exceed ten (10) working days for persons called into temporary active duty for any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his regular pay in addition to any pay which he receives from the state or federal government.
6. If required to serve on jury duty, no employee shall suffer any loss of pay. Any remuneration received from service on jury duty shall be returned to the district.

## A R T I C L E   T E N

### EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to one (1) employee designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay of up to two (2) years shall be granted to any employee who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.
- C. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wounds or sickness at time of discharge.
- D. Child Rearing Leave: In the case of a birth or adoption placement of a child or for the care of a pre-school age child, any employee shall be entitled to leave without pay for child rearing purposes.

In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.

In the case of female employees, the application for child rearing leave may be made to become effective immediately upon termination of the anticipated disability leave.

D. Child Rearing Leave (continued):

Child rearing leave shall be granted for a period of up to the end of the school year in which the leave begins, but such leave shall, upon the request of the employee, be extended for one additional year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first period thereof, except when such amount of advance notice is not feasible.

- E. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return.
- F. All extensions or renewals of leaves shall be applied for and granted in writing.
- G. All requests for leaves or extensions shall be made in writing at least 60 days prior to the desired commencement, except in mutually agreed upon emergencies.

A R T I C L E E L E V E N

PERSONAL AND ACADEMIC FREEDOM

- A. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employees, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state, or federal law.
- B. It is understood that materials considered controversial by some groups may, of necessity, be introduced as a part of appropriate classroom presentations. The building principal should be informed of any planned presentations.

A R T I C L E T W E L V E

INSURANCE PROTECTION

- A. The Board shall provide the New Jersey State Health Benefit Plan. The Board shall pay the full premium for each employee and 100% family coverage where applicable.

- B. The Board shall provide, at its expense, a full family dental plan as hereinafter described:
1. New Jersey Dental Service Plan.
  2. 100% payment - preventive and diagnostic treatment.
  3. 70% payment - remaining basic benefits.
  4. 50% payment - prosthodontic benefits.
  5. Maximum payment per employee per year - \$1000.
  6. 50% payment - orthodontic benefits a maximum benefit of \$500 per case.
- C. The Board shall provide to each employee a description of the health-care insurance coverage under this Article when such literature is made available by the insurance carrier.

#### A R T I C L E T H I R T E E N

##### DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees dues for the Hasbrouck Heights Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association, or any one or any combination of such Associations as said employees individually voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15,9e) and under rules established by the State Department of Education. A check for such monies to the Hasbrouck Heights Education Association should be drawn by the School Business Administrator to the Board of Education and forwarded to the treasurer of the Hasbrouck Heights Education Association who will send the proper amount to each of the various associations.
2. 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 to the effective date of such change.

#### A R T I C L E F O U R T E E N

##### GRIEVANCE PROCEDURE

Both parties consent that the grievance procedure agreed upon by the Board and the Association shall not be changed or amended in any way for the length of this contract or one year.

## Grievance Procedure (continued):

- A. Good relations between the Board and staff are enhanced when there is an orderly and clearly defined procedure for the consideration and disposition of grievances which may arise between members of the staff and their superiors or between staff members and the Board.
- B. A grievance is a claim by an employee or the Association or a group of employees regarding the interpretation, application, or violation of the agreement between the Board and the Association, policies, or administrative decisions affecting the employee or a group of employees. A grievance shall apply only in cases for which no other statutory remedy is provided. Therefore, no grievance can be brought regarding such items as: failure to retain non-tenure teachers (a problem for which a specific remedy is provided by law) or a situation upon which the Commissioner of Education has ruled or has the power to rule.
- C. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may 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.
- D. An "aggrieved person" is the person or group making the claim of a grievance. Wherever in the following "procedure" the term "school days" appears, it shall be deemed to mean "work days" for the 12 month employees and "school days" for 10 month employees.
- E. A Board/Association Committee shall develop a mutually agreeable grievance form.

### PROCEDURE

LEVEL 1. Any aggrieved person who has a grievance shall discuss it first with his principal or immediate superior in an attempt to resolve the difference. Said discussion shall take place not later than sixty (60) school days after the individual knew or should have known of the facts giving rise to the alleged grievance. Failure to comply with this time requirement shall be deemed a waiver of the individual's right to use the formal grievance procedure.

If the matter is not resolved by discussion, the aggrieved person shall within 10 school days submit his grievance in writing to the principal. The principal in turn will notify the aggrieved person of his decision in writing within five (5) calendar days after the receipt of

Grievance Procedure (continued)Level 1 (continued)

the written grievance, on condition that five (5) school days remain before a lengthy recess period. If five (5) school days do not remain, the principal's decision will be submitted within fifteen (15) days.

- LEVEL 2. If the aggrieved person is not satisfied with the principal's decision, he/she may within (10) school days of receipt of the decision, submit the grievance in writing to the president of the Association. A committee designated by the president will consider the grievance. Within five (5) days after the grievance was received, the committee will notify the aggrieved person if it believes the grievance has merit. If the committee decides that it does, the grievance will be submitted to the superintendent, within ten (10) school days of receipt by the President, appealing the principal's decision. A copy of the grievance appeal will be given to the principal. Within ten (10) days the superintendent will submit a decision in writing, with supporting reasons, to the aggrieved person and a copy of this decision will be sent to the principal.

If the Association committee decides that the grievance is without merit, it will so advise the aggrieved person in writing within ten (10) school days of receipt by the president. An aggrieved person whose grievance has been declared without merit by the Association shall not be denied the right to continue the appeal through the next levels. If such an appeal is made by the aggrieved person, it will be without support of the Association, with any expense incurred to be borne by the aggrieved person. Such grievance must be submitted to the Superintendent no later than ten (10) school days after notification by the Association.

- LEVEL 3. If the aggrieved person is not satisfied with the disposition of his grievance at Level 2, he/she may request, within ten (10) school days of the receipt of the Superintendent's decision, that the grievance be heard by the Board. The Board shall hear the grievance and make a decision within twenty (20) school days of receipt of the grievance and inform the aggrieved person, in writing, of its decision.

## Grievance Procedure

- LEVEL 4. If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, he/she may request in writing that the grievance be submitted to arbitration, within ten (10) school days of the Board's decision. The request shall be submitted to the Board and the Association. Within ten (10) days after the receipt of the request, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator.

The arbitrator so selected shall confer with representatives of the Board and the Association, and hold hearings promptly and shall issue his recommendation no later than twenty (20) days from the date of the close of the hearings. Such recommendation shall be in writing and submitted to the Board and the Association.

The recommendations of the arbitrator shall be binding on all parties for all grievances regarding the interpretation, application or violation of the agreement between the board and the Association and shall be advisory only for grievances dealing with policies or administrative decisions not based upon the interpretation application or violation of the agreement. The arbitrator shall have no authority to add to, delete from, or modify the language of this agreement.

The costs of such arbitration shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

### E. Rights of Employees to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected by the Association. A representative of the Association shall have the right to be present as an observer.

### F. Miscellaneous

If in the judgment of the Association, a grievance affects a group that encompasses more than one school, it may submit the grievance in writing to the superintendent directly and the processing of such a grievance shall be commenced at Level 2.

## A R T I C L E F I F T E E N

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status. The Board agrees to notify the members of the Bargaining Unit of any positions open so that qualified people may apply.
- B. This agreement constitutes Board and Association policy for the term of said agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board and Association policy.
- C. Copies of this agreement shall be mimeographed. One half of the cost of secretarial and legal fees will be borne by the Board of Education; one half by the Hasbrouck Heights Education Association. This agreement shall be presented to all employees now employed, hereinafter employed, or considered for employment by the Board.
- D. Whenever any notice is required to be given by either of the parties of this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by Association, to the Board at the Administration Building, 379 Boulevard, Hasbrouck Heights, N.J. 07604.
  2. If by the Board, to the Association President of the Hasbrouck Heights Education Association at the appropriate school, Hasbrouck Heights, N.J. 07604.
- E. The Board of Education on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Jersey and of the United States.

## A R T I C L E   S I X T E E N

REPRESENTATION FEEA. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this agreement, said 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 representatives.

B. Amount of Fee

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. The representation fee to be paid by nonmembers 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 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 possibly, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin 30 days after the 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 teacher during the membership year in question and promptly forward same to the Association.

Article Sixteen (continued):

Representation Fee (continued):

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 for the deduction and transmission of regular membership dues to the Association.

A R T I C L E   S E V E N T E E N

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or any group of employees is held to be contrary to law, then such provision 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.

## PART TWO

ARTICLES APPLICABLE TO TEACHING STAFF MEMBERS ONLY

## ARTICLE EIGHTEEN - TEACHER

TEACHING HOURS AND TEACHING LOAD

- A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
2. The required arrival and departure time for all teachers shall be at least ten (10) minutes before the student arrival time and no less than fifteen (15) minutes after the scheduled departure of students except as indicated in 3 and 4 below if the teacher deems it necessary to detain a student after school.
3. In the high school, a schedule shall be arranged by the principal to allow for a period of one hour per week for tutorial instruction by each teacher without monetary compensation to the teacher.
4. Any teacher who is requested by his principal or superintendent to work beyond his regular contract year shall be compensated on an hourly basis.
5. Teachers authorized by the superintendent of schools to work after the termination of the school day involving curriculum development activities shall be compensated at the rate of \$12.50 per hour.
- B. 1. When possible, the daily teaching load in the high school shall be (5) teaching periods and shall not exceed six (6) periods of pupil contact per day. Study hall is to be considered a pupil contact period.
2. The five (5) hour pupil concept shall be maintained for all teachers. However, as this affects the kindergarten teachers, exceptions shall be made as necessity dictates. Under no circumstances shall any day exceed 5 1/2 hours of pupil contact for kindergarten teachers.

Part Two - Article Eighteen - Teacher (continued):

- B. 3. Every teacher shall plan lessons and submit written plans to the principal. Teachers may exercise initiative and flexibility in the teaching techniques they wish to use.
4. The teacher shall, before leaving the building after the day's work is closed on Friday, have an outline of the proposed work for the following week. These plans must be in sufficient detail and clarity so that a substitute coming into the room can carry on the work effectively. Plans will include schedule and seating chart.
- C. 1. Teachers shall have a daily duty-free lunch period for a minimum of one (1) hour.
2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period.
- D. 1. Unless they are deemed essential by the principal, meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any day preceding any holiday, or other days upon which teacher is not required at school.
2. An association representative may speak to the teachers at the end of any faculty meeting for approximately 15 minutes on the request of the representative.
3. Teachers shall have the opportunity to suggest items for the agenda of any faculty meeting.
4. Teachers may be required to attend only four (4) evening assignments or meetings each school year. Any further evening assignment must be compensated.
- E. 1. Classroom teachers shall, in addition to their lunch period, have daily preparation time during the school day during which they shall not be assigned to any other duties as follows:
- Elementary Schools - when classes are under direction of special teachers: art, music, physical education, etc.
- High School and Middle School - one period

## Articles Applicable to Teaching Staff Members Only (continued)

## E. (continued):

2. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers may be used as substitutes during their non-teaching time. Assigned teachers shall be paid at the rate of \$10.00 per hour or fraction thereof. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible within the areas of certification of the absent teachers and those who substitute for them.
  3. The Board agrees to maintain an adequate list of substitutes for teachers, including art, music, physical education and nurses, when available.
- F. Exceptions to the provision of Sections A, B, C, D, and E, which are part of this contract may be made only in cases of necessity. A disagreement over whether an exception is justified shall be subject to the grievance procedure.

## ARTICLE NINETEEN - TEACHER

NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
- B. 1. Teachers shall not be required to perform the following duties:
- a. Collecting money from students except for banking, school insurance, field trips, PTA dues, school picture money, and lunch program money.
  - b. Keeping attendance registers; however, teachers must keep a record of class attendance.
  - c. Correcting standardized tests which can be machine scored.
2. Teachers shall be permitted to drive students to activities which take place away from school buildings. A teacher may do so, however, only with the advance approval of the superintendent and in accordance with the Board policy. He shall be compensated at the rate of \$7.00 per round trip.

## PART THREE

ARTICLES APPLICABLE TO CUSTODIAL AND MAINTENANCE STAFF ONLYARTICLE TWENTY  
CUSTODIAL/MAINTENANCEWorking Hours

- A. The regular work week shall be forty (40) hours for all full-time maintenance-custodial employees.
- B. All custodial-maintenance employees shall receive time and one-half for overtime beyond eight (8) hours per working day and double time for overtime on Sundays and legal holidays.
- C. All custodial-maintenance employees shall be required to report to schools in emergency or snow-day situations if so directed by the Superintendent of Buildings and Grounds.
- D. Any custodian or maintenance employee called back to work on an emergency basis, shall be paid for a minimum of two (2) hours of the applicable overtime rate.

ARTICLE TWENTY-ONE  
CUSTODIAL/MAINTENANCEVACATIONS

Vacations will be scheduled for twelve-month full-time employees as follows:

- A. First year personnel - One working day for each full month of service up to a maximum of ten (10) working days.
- B. Over one year of service - Fifteen (15) working days.
- C. After fifteen full years - twenty (20) working days.
- D. Each twelve-month employee shall be entitled to vacation with pay.
- E. The vacation period of maintenance men and custodians shall be left to the discretion of the Superintendent of Buildings and Grounds and building Principal and be subject to the approval of the Superintendent of Schools.

Article Twenty-One- Custodial/Maintenance (continued)  
 Vacations (continued):

- F. Custodians and maintenance employees shall be entitled to the following legal holidays: Fourth of July, Labor Day, Columbus Day, Election Day, Veterans Day, Convention Days, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter Monday, Memorial Day; however, when schools are closed, the Superintendent of Buildings and Grounds shall determine the work schedule subject to the approval of the School Business Administrator and, finally, the Superintendent of Schools. Members of the Association shall receive a holiday schedule in advance of each school year.
- G. In any event, the personnel covered by this Agreement shall have no fewer than eighteen (18) holidays.

A R T I C L E T W E N T Y - T H R E E  
 C U S T O D I A L / M A I N T E N A N C E

SALARIES

- A. Maintenance men or custodians employed for ten months will receive 5/6 of the corresponding 12 month salaries.
- B. All personnel required to work between the hours of 5:00 p.m. and 7:00 a.m. shall receive additional compensation of 5% per year.
- C. Extra pay for extra work shall be given as follows:
- |   |                     |
|---|---------------------|
| Supply Room - High School               | \$544 for 1983-1984 |
|   | \$593 for 1984-1985 |
| Twenty-four Hour Emergency Availability | \$816 for 1983-1984 |
|   | \$889 for 1984-1985 |
- D. Longevity - All maintenance men and custodians having worked twenty (20) years in the Hasbrouck Heights system shall have the sum of \$435 added to their salaries beginning with the twenty-first year, on or after July 1st of the school year. This amount will be pro-rated in the case of ten-month employees.
- E. Each maintenance person shall be provided with three uniforms per year and each custodian and matron shall be provided with two uniforms per year. A sufficient amount of rain gear shall be provided in each building for use in inclement weather.

ARTICLE TWENTY - THREE  
CUSTODIAL/MAINTENANCE

LEAVES OF ABSENCE

- A. Leave of absence without pay may be granted upon request to any custodial or maintenance employee covered by this Agreement for a period not to exceed one year. Said leave may be extended upon request. Requests for such leave must be submitted in writing to the Superintendent at least 60 days prior to the desired leave, except in mutually agreed upon emergencies.

ARTICLE TWENTY - FOUR  
CUSTODIAL/MAINTENANCE

TENURE

After three (3) years of uninterrupted continuous service, each employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137 Public Laws of 1960 (18A: 17-3 and 18A: 17-4).

ARTICLE TWENTY - FIVE  
CUSTODIAL/MAINTENANCE

SENIORITY

- A. School district seniority for tenured employees shall be defined as service by said employee in the school district. An appointed employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently re-hired by the school district.
- B. In the event of a Reduction in Force, including reductions caused by the discontinuance of a facility or district re-location, the employee shall be laid off in the inverse order of seniority of the employee.
- C. In the event that a vacancy occurs, a laid off tenured employee shall be entitled to recall thereto, in the order of his/her school district seniority within 90 days of the RIF.

ARTICLE TWENTY - SIX  
CUSTODIAL/MAINTENANCE

TRANSFERS

All custodial/maintenance vacancies shall be posted. Volunteers shall be utilized whenever feasible to fill said vacancies. If there are no volunteers seniority shall be utilized whenever feasible.

## PART FOUR

ARTICLES APPLICABLE ONLY TO SECRETARIES

## ARTICLE TWENTY - SEVEN - SECRETARY

Working Hours

- A. The regular work week shall be thirty-five (35) hours for all full-time employees. Any work performed beyond forty (40) hours per week shall be paid at time and a half.
- B. All secretaries shall be entitled to a one-hour lunch period.
- C. Part-time employees' hours shall be mutually agreed to by the employee and superintendent of schools or school business administrator.

## ARTICLE TWENTY - EIGHT - SECRETARY

## Vacations (12 Month Employees Only)

Vacations will be scheduled for twelve-month full-time employees as follows:

- A. First year personnel - one working day for each full month of service up to a maximum of ten (10) working days.
- B. Over one year of service - 15 working days.
- C. After twelve full years - 20 working days.
- D. Each twelve-month employee shall be entitled to vacation with pay. After one-year, vacation weeks may be taken consecutively or in part.
- E. Vacation schedules should be arranged with the immediate supervisor and forwarded to the superintendent of schools for approval. Provision must be made for essential office services to continue during vacation periods.
- F. With the exception of the Winter and Spring recesses, full-time secretaries are entitled to the same calendar as the teachers. During the Winter and Spring recesses secretaries may be required to work no more than a total of one day per recess. Twelve-month secretaries shall also be given Independence Day. If that day falls during an employee's vacation period, the employee shall receive an extra day off.

A R T I C L E   T W E N T Y - N I N E - S E C R E T A R Y  
SALARIES

- A. Secretaries employed for ten months will receive 5/6 of the corresponding 12-month salaries.
- B. Longevity -- All secretaries having worked twenty (20) years in the Hasbrouck Heights system shall have the sum of \$435 added to their salaries beginning with the twenty-first year. The amount will be pro-rated in the case of ten-month employees.

A R T I C L E   T H I R T Y - S E C R E T A R Y  
LEAVES OF ABSENCE

Secretaries shall be given the time necessary to attend the NJEA Convention without any loss in pay or other advantage consistent with 18A: 31-2.

A R T I C L E   T H I R T Y - O N E - S E C R E T A R Y  
PROMOTION

All qualified secretarial personnel shall be given adequate opportunity to make application for promotional and/or new positions. Employees who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice.

A R T I C L E   T H I R T Y - T W O - S E C R E T A R Y  
SENIORITY

- A. Seniority: School district seniority for tenured secretaries, excluding the executive secretaries, shall be defined as service by said tenured employee in the school district. A tenured employee shall lose all accumulated school district seniority only if he /she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.
- B. In the event of a Reduction in Force, including reductions caused by the discontinuance of a facility or district relocation, the tenured employee shall be laid off in the inverse order of seniority of the employee.
- C. In the event that a vacancy occurs, a laid off tenured employee shall be entitled to recall thereto, in the order of his/her school district seniority within 90 days of the RIF.

SCHEDULE A

## Hasbrouck Heights Public Schools

TEACHERS SALARY GUIDE1983-1984

<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u> <u>B.A.+30</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	14852	15227	15655	16030	16404
2	15173	15548	15976	16404	16832
3	15548	15923	16351	16832	17368
4	15923	16351	16725	17314	17903
5	16351	16725	17261	17796	18438
6	16779	17207	17742	18278	18973
7	17315	17849	18385	18920	19669
8	17849	18385	18920	19455	20418
9	18385	18920	19455	19990	21061
10	18920	19455	19990	20525	21756
11	19696	20285	20873	21409	22479
12	20338	20873	21409	22479	23549
13	21409	21944	22479	23549	25155
14	23630	24111	25182	25904	27483
15	26279	26707	28313	29062	30882

Doctorate Degree in Field -- MA+30 step plus \$653 additional award.

Longevity -- \$435.00 for 20 years of teaching experience.

SCHEDULE B

## Hasbrouck Heights Public Schools

TEACHERS SALARY GUIDE1984-1985

<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u> <u>B.A.+30</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	15964	16367	16827	17230	17632
2	16309	16712	17172	17632	18092
3	16712	17115	17575	18092	18668
4	17115	17575	17977	18610	19243
5	17575	17977	18553	19128	19818
6	18035	18495	19070	19646	20393
7	18611	19185	19761	20336	21141
8	19185	19761	20336	20911	21946
9	19761	20336	20911	21486	22637
10	20336	20911	21486	22061	23384
11	21170	21803	22435	23011	24162
12	21860	22435	23011	24162	25312
13	23011	23587	24162	25312	27038
14	25399	25916	27067	27843	29540
15	28246	28706	30432	31237	33194

Doctorate Degree in Field -- MA+30 step plus \$712 additional award.

Longevity -- \$474 for 20 years of teaching experience.

SCHEDULE C

Hasbrouck Heights Public Schools

SECRETARIAL SALARY GUIDE1983-1984

<u>Step</u>	<u>General</u>
1	9,209
2	9,562
3	9,942
4	10,377
5	10,811
6	11,355
7	12,550
8	13,881

Longevity -- \$435 for 20 years of service in Hasbrouck Heights

1984-1985

<u>Step</u>	<u>General</u>
1	9,969
2	10,351
3	10,762
4	11,233
5	11,703
6	12,292
7	13,585
8	15,026

Longevity -- \$474 for 20 years of service in Hasbrouck Heights

SCHEDULE D  
 Hasbrouck Heights Public Schools  
CUSTODIAL/MAINTENANCE SALARY GUIDE

<u>STEP</u>	<u>1983 - 1984</u> <u>CUSTODIANS</u>	<u>MAINTENANCE</u>
1	10,518	11,307
2	10,939	11,833
3	11,465	12,359
4	12,043	12,990
5	12,595	13,726
6	13,358	14,988
7	15,225	16,224

Longevity -- \$435 for 20 years of service in Hasbrouck Heights District.

<u>STEP</u>	<u>1984 - 1985</u> <u>CUSTODIANS</u>	<u>MAINTENANCE</u>
1	11,200	12,040
2	11,648	12,600
3	12,208 ✓	13,160
4	12,824	13,832
5	13,411	14,616
6	14,224	15,959
7	16,212	17,276

Longevity -- \$474 for 20 years of service in Hasbrouck Heights District.

	<u>1983 - 1984</u>	
Head Maintenance Man		\$17,948
Assistant Superintendent of Buildings and Grounds		\$17,948
	<u>1984 - 1985</u>	
Head Maintenance Man		\$19,563
Assistant Superintendent of Buildings and Grounds		\$19,563

SCHEDULE E

## HASBROUCK HEIGHTS PUBLIC SCHOOLS

PAY SCHEDULE

September	15	30
October	14	28
November	15	30
December	15	22
January	13	30
February	15	29
March	15	30
April	13	30
May	15	30
June	15	Last day of School

Twelve month employees will be paid September through June as stated above. July and August payments will be adjusted to meet the vacation schedule.

SCHEDULE FSALARY GUIDE SUPPLEMENT SPECIAL SCHOOL ADVISERS1983-1984A. High School

Advisers of each active extra-curricular organization in the high school as certified by the high school principal shall be compensated at the rate of \$218 per year, with the exception of those listed below.

An active organization shall be defined as one which:

1. Meets at least once a month or ten times a year.
2. Has a written policy setting forth its objectives and goals.

All organizations will be required to submit an annual report on May 15 of each year covering:

1. Enrollment in the organization.
2. The number and dates of meetings.
3. A summary and evaluation of the year's activities.

Compensation shall be paid in one installment on June 15 provided that the report of the activity has been submitted to the superintendent of schools and the organization's accounts have been audited by the School Business Administrator.

It is understood that the number and type of extra-curricular organizations will vary from year to year as student interests dictate.

The major activities listed below which carry greater responsibility than the organizations described above will be evaluated regularly and suitable compensation recommended annually.

Chairperson of Dances (per night)	\$ 16
Chairperson, Senior Class Adviser	272
Chairpersons, Class Advisers (3)	218
Chaperones at Dances (per night)	8
C.O.E. and D.E. Coordinators	762
Director of Instrumental Music	1436
Director of Vocal Music	1436
Dramatic Club and Senior Play	653
Driver Training - per hour	7
Faculty Treasurer	544
Key Club/Keyettes	272
National Honor Society	218
Pilot	435
Public Speaking and Debating	598
Senior Financial Adviser	272
Student Council	218
Yearbook	598

SCHEDULE F (continued)SALARY GUIDE SUPPLEMENT SPECIAL SCHOOL ADVISERS1983-1984B. Elementary SchoolsEuclid and Lincoln Schools

Audio Visuals	\$326
Director of Vocal Music	326
Librarian	326
Safety Patrol	326

Franklin School

Cheerleaders	218
Future Teachers	218
Music Director	490
Student Council	218

SCHEDULE FSALARY GUIDE SUPPLEMENT SPECIAL SCHOOL ADVISERS1984-1985A. High School

Advisers of each active extra-curricular organization in the high school as certified by the high school principal shall be compensated at the rate of \$238 per year, with the exception of those listed below.

An active organization shall be defined as one which:

1. Meets at least once a month or ten times a year.
2. Has a written policy setting forth its objectives and goals.

All organizations will be required to submit an annual report on May 15 of each year covering:

1. Enrollment in the organization.
2. The number and dates of meetings.
3. A summary and evaluation of the year's activities.

Compensation shall be paid in one installment on June 15 provided that the report of the activity has been submitted to the superintendent of schools and the organization's accounts have been audited by the School Business Administrator.

It is understood that the number and type of extra-curricular organizations will vary from year to year as student interests dictate.

The major activities listed below which carry greater responsibility than the organizations described above will be evaluated regularly and suitable compensation recommended annually.

Chairperson of Dances (per night)	\$ 17
Chairperson, Senior Class Adviser	296
Chairpersons, Class Advisers (3)	238
Chaperones at Dances (per night)	9
C.O.E. and D.E. Coordinators	831
Director of Instrumental Music	1565
Director of Vocal Music	1565
Dramatic Club and Senior Play	712
Driver Training - per hour	8
Faculty Treasurer	591
Key Club/Keyettes	296
National Honor Society	238
Pilot	474
Public Speaking and Debating	652
Senior Financial Adviser	296
Student Council	238
Yearbook	652

SCHEDULE F (continued)SALARY GUIDE SUPPLEMENT SPECIAL SCHOOL ADVISERS1984-1985B. Elementary SchoolsEuclid and Lincoln Schools

Audio Visuals	\$355
Director of Vocal Music	356
Librarian	356
Safety Patrol	356

Franklin School

Cheerleaders	238
Future Teachers	238
Music Director	534
Student Council	238

## SCHEDULE G

	1983-1984					1984-1985				
	1	2	3	4	5	1	2	3	4	5
Athletic Director	2,666	2,774	2,883	2,992	3,101	2,906	3,024	3,142	3,261	3,380
Football, Head	2,149	2,258	2,366	2,475	2,584	2,342	2,461	2,579	2,698	2,817
Football, Assistants	1,251	1,360	1,469	1,578	1,686	1,364	1,482	1,601	1,720	1,838
Basketball, Head	1,714	1,822	1,931	2,040	2,149	1,868	1,986	2,105	2,224	2,342
Boys/Girls	1,006	1,115	1,224	1,333	1,442	1,097	1,215	1,334	1,453	1,572
Basketball, Assistant	1,605	1,714	1,822	1,931	2,040	1,749	1,868	1,986	2,105	2,224
Baseball, Softball, Hd.	1,006	1,115	1,224	1,333	1,442	1,097	1,215	1,334	1,453	1,572
Baseball, Assistants	1,306	1,414	1,523	1,632	1,741	1,424	1,541	1,660	1,779	1,898
Soccer, Head	979	1,088	1,197	1,306	1,414	1,067	1,186	1,305	1,424	1,541
Cross Country,										
Gymnastics	1,469	1,578	1,686	1,795	1,904	1,601	1,720	1,838	1,957	2,075
Track, Head	898	1,006	1,115	1,224	1,333	979	1,097	1,215	1,334	1,453
Track, Assistants	1,605	1,714	1,822	1,931	2,040	1,749	1,868	1,986	2,105	2,224
Wrestling, Head	898	1,006	1,115	1,224	1,333	979	1,097	1,215	1,334	1,453
Wrestling, Assistant	898	952	1,006	1,061	1,115	979	1,038	1,097	1,156	1,215
Bowling, Golf, Head	898	952	1,006	1,061	1,115	979	1,038	1,097	1,156	1,215
Tennis, Head, Boys/Girls	898	1,006	1,115	1,224	1,333	979	1,097	1,215	1,334	1,453
Tennis, Assistant	539	604	669	734	800	587	658	729	800	872
Cheering	1,006	1,061	1,115	1,170	1,224	1,097	1,156	1,215	1,275	1,334
Color Guard & Twirling	326	381	435	490	544	355	415	474	534	593
Franklin School										
Basketball	381	435	490	544	598	415	474	534	593	652
INTRAMURALS (4)										
High School Girls	326	382	435	490	544	355	415	474	534	593
Franklin School	326	381	435	490	544	355	415	474	534	593
Euclid & Lincoln (4)	326	381	435	490	544	355	415	474	534	593

\$27 per year increase beyond maximum after 10 years in each position - limit \$218 for 1983-1984.  
 \$27 per year increase beyond maximum after 10 years in each position - limit \$218 for 1984-1985.

SCHEDULE H

## MASTERS - IN - FIELD BENEFIT

The Masters-in-Field stipend/payment shall be established at \$272.00 for 1983-1984, and \$295.00 for 1984-1985.

This payment shall be paid no later than October 30 of each school year.

Supplementary contracts shall be issued to those teachers who qualify for such payment. In order to qualify, teachers must have Masters' Degrees in specialized fields directly related to a major part of their daily classroom duties or to their departmentalized or semi-departmentalized teaching. This payment shall not apply to an individual who qualifies to receive compensation at the doctorate degree level.

The superintendent of schools shall be responsible for determining the qualifications of teachers for Masters-in-Field benefits.

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1983 and shall continue in effect from July 1, 1983 to June 30, 1985 subject to the Association's right to negotiate 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.
- B. In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year indicated below.

HASBROUCK HEIGHTS EDUCATION ASSOCIATION

By Eugenia C. Freeman  
President

By Patricia A. Kuzmark  
Secretary

HASBROUCK HEIGHTS BOARD OF EDUCATION

By [Signature]  
President

By Richard A. Della Porta  
School Business Administrator

Date of Signing: 11/22/83