

2002 - 2005 AGREEMENT

BETWEEN

EDUCATION ASSOCIATION OF SOUTH HACKENSACK

AND

SOUTH HACKENSACK BOARD OF EDUCATION

PREAMBLE

This agreement entered into this 15TH day of October, 2002 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, 2002 through June 30, 2005.

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. REPRESENTATION

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-four (184) days.

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-four (184) days.

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-four (184) days, additional compensation on a pro-rata basis shall be paid for those so required to work.

G. Two (2) of the one hundred eighty-four (184) working days 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.

I. Beginning with the school year 2003-2004, the teacher/pupil contact time per day shall be increased fifteen (15) minutes, within the confines of the current teacher day.

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 fourteen (\$14.00) 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 the Association monies which shall be used for optical reimbursement as follows:

\$4,000 for each of the years covered in this contract, to be used by the Association to reimburse personnel covered by this agreement.

The formula for reimbursement shall be established by the Association membership.

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

The monies shall be paid to the Association at the beginning of each contract year. The Association 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 a FDIC insured bank utilized by the school district and/or the Central Bergen Federal Credit Union.

ARTICLE VII

BENEFIT

(SEVERANCE PAY)

This benefit pertains only to full-time tenured teachers and school nurse.

Upon leaving the school system, tenured employees under this agreement who are not yet eligible for retirement shall be entitled to compensation for unused Sick Leave at a rate of one day's pay for every four days accumulated. Compensation will be the daily rate of pay the subject employee earns under the current contract at the time of so leaving.

The following formula will be used to compute the amount of severance pay due the employee:

Daily Rate of Pay X Total Accumulated Sick Leave divided by four (4) = Severance Pay due employee in year of leave.

Any otherwise eligible person, who is dismissed for cause through tenure proceedings or resigns to avoid disciplinary proceedings, shall forfeit any right to payment under this Article.

All persons hired after September 1, 1990 must have been employed in the district for at least ten (10) years to be eligible for this benefit.

All persons hired after September 1, 1999 must have been employed in the district for at least fifteen (15) years to be eligible for this benefit.

ARTICLE VIII

BENEFIT

Full-time and part-time teachers, school nurse, psychologist and social worker are to be compensated on the salary guide.

Any employee under this contract who is eligible to receive their teacher's retirement compensation will be given full compensation for unused sick leave upon leaving Memorial School. Effective with the 1984-1985 school year, a teacher on retirement shall have his/her sick leave entitlement payout evenly spread over a five (5) year period, but with a minimum payout in any year of twenty-five (25) days payable in any one (1) year.

Teachers hired on or after the first day of the 1984-1985 school year shall be allowed to accumulate up to one hundred (100) days of sick pay for the purpose of payout at retirement at fifty (50%) percent of the then per diem rate payable over four (4) years with a minimum of twenty-five (25) days payable in any one (1) year.

Notification in writing shall be submitted to the Board six (6) months prior to retirement to be eligible to receive the benefits of Article VIII.

Any teacher who should die after retirement, but before receiving full payment under this Article, the balance of payment shall be payable to that teacher's estate.

Further, it is understood that whether a person retires during the school year or at the end of the school year, payments will not begin until the next budget year, which begins on July 1st.

Any otherwise eligible person, who is dismissed for cause through tenure proceedings or resigns to avoid disciplinary proceedings, shall forfeit any right to payment under this Article.

All persons hired after September 1, 1990 must have been employed in the district for at least ten (10) years to be eligible for this benefit.

All persons hired after September 1, 1999 must have been employed in the district for at least fifteen (15) years to be eligible for this benefit.

ARTICLE IX

BENEFIT

Course reimbursement for full-time teachers and school nurse only at the rate of up to \$150.00 per credit, up to nine (9) credits for each of the three years in this contract for any course pre-approved in writing by the Chief School Administrator.

Reimbursement is to be based on the Board adopted salary increments/graduate credit plan policy attached hereto and made a part of this agreement.

A grade of "B" or better is required for reimbursement and reimbursement will only be made after grade is submitted.

For part-time teachers, the rate of reimbursement will be pro-rated as follows:

<u>DAYS</u>	<u>CREDITS</u>
4	Full
3	6 credits
2	4 credits

SALARY INCREMENTS/GRADUATE CREDIT PLAN POLICY

Reimbursement for credits will only be given for courses that are approved by the Chief School Administrator and which are taken while in the employment of the South Hackensack School District.

Teachers at the Bachelor's level will receive a salary increase as per contract for every nine (9) approved credits towards a Master's Degree. There will be an allowance of nine (9) credits that may be accrued but not necessarily be a part of a matriculated Master's Degree program during the period of time necessary to decide on a definite course of study. After nine (9) credits have been earned, approval will only be given to courses which are part of an established Master's Program.

Up to nine (9) graduate credits earned prior to or during a Master's Degree program but not applied to that program will be credited to the salary increase towards Master's + 30 after attainment of a Master's Degree.

Teachers at the Master's level will receive a salary increase as per contract for every nine (9) approved credits of graduate or inservice training until the Master's + 30 level has been attained.

Teachers at the Master's + 30 level will be reimbursed according to the contract but will not receive any additional monies for every nine (9) credits earned.

Transcripts or similar college record indicating successful completion of Fall, Spring or Summer courses or a degree program must be presented to the Chief School Administrator on or before but no later than October 1st.

Salary increase will begin with the September pay for anyone submitting proof of completion on or before but no later than the first day of school.

Anyone submitting proof of completion between the first day of school and October 1 will receive the prorated salary increase with his/her October pay retroactive.

Salary increase will begin the next contract year for anyone submitting proof of completion after October 1.

ARTICLE X

PERSONAL DAY

Annually, full-time teachers and school nurse shall be entitled to three (3) days non-accumulative personal leave with full pay each school year. Notification to the Chief School Administrator for personal leave shall be made at least five (5) days before taking such leave - except in the case of emergencies. Personal days shall not be taken immediately before or after a holiday.

The applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section.

A part-time teacher or nurse who works three (3) days per week or more shall be entitled to one (1) personal day per year.

A maximum of three (3) teachers on a first come - first served basis shall be permitted to take personal days at the same time.

ARTICLE XI

BEREAVEMENT LEAVE

Five (5) calendar days bereavement leave without loss of pay will be permitted with notification to the Chief School Administrator commencing immediately with the date of death in the immediate family; mother, father, child, sister, brother, grandparents, mother-in-law, father-in-law, spouse and stepchildren.

ARTICLE XII

GRIEVANCE PROCEDURE

I. Definitions

1. A grievance is a complaint by an employee based under this contract based upon the interpretation, application or violation of this agreement, Board Policy or Administrative decision. To be considered under this procedure, a grievance must be initiated within 25 school days of its occurrence.
2. A complaint by a non-tenured employee concerning his/her not being reemployed is not subject to this procedure.
3. An aggrieved person is the employee under this contract making the complaint.

II. GENERAL PROVISIONS

1. It is the intent of these provisions to provide for the orderly settlement of difference in a fair, equitable and confidential manner as expeditiously as possible.
2. An employee under this contract shall have the right to present his complaint in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
3. An employee under this contract, the Chief School Administrator and the Board shall have the right to be represented at any stage of the procedures by persons of his/her own choice.
4. At each step of the procedure, if differences are not resolved within the prescribed time, the employee has the right to move directly to the next stage, if he/she so chooses.
 - a. Any allegedly aggrieved member of the bargaining unit shall continue under the direction of the Administration and the Board pending the final outcome of the grievance.
5. This procedure is to assure equitable and proper treatment under the existing laws and this contract. 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, World Language 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 to continue programs of Art, World Language 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 XVIEXTRA CURRICULAR TEACHING DUTIES

Beginning with the 2002-2003 school year and for the duration of this contract, the following stipends will be paid:

	<u>2002-2005</u>
Girls and Boys Soccer Coaching	\$1,300 per team
Girls and Boys Basketball Coaching	\$1,500 per team
All other Coaching including Intramural Coaching	\$1,100
Cheerleading	\$1,300
Student Council	\$1,200
Yearbook	\$600
A.M. Research/Computer Program	\$900
P.M. Research/Computer Program	\$900
Register	\$1,100
Coordinator of National School Lunch Program	\$350
Ski Club Coordinator (per trip)	\$100
Holiday Show Program	\$1,300
Sporting Events Monitor*	\$75 per event

* **Note:** The current Sporting Events Monitor shall continue to be paid on a monthly basis. This exception does not apply to any other stipends listed above or to any future Sporting Events Monitor.

ARTICLE XVIISALARIES

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 2002 through 2005. 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 \$3,000 per year of this contract. 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 3/5ths teacher will receive \$1,800.)

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.)

	2002-2005
1. 16 - 19 years	\$1,300
2. 20 - 25 years	\$1,500
3. 26 - 30 years	\$1,700
4. Over 30 years	\$1,900

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**2002 - 2003 ****

Step	BA	MA	MA+30
1	34,000	37,300	44,450
2	34,650	37,400	44,550
3	34,750	38,500	46,000
4	34,850	40,700	48,400
5	36,800	43,100	50,900
6	39,200	45,500	53,450
7	41,550	47,550	56,025
8	44,280	49,725	58,665
9	47,270	51,925	61,669
10	50,270	54,100	64,673
11	53,370	56,400	67,677
12	56,470	59,500	70,681
13	59,570	63,800	73,686
14	62,770	67,500	77,000
15	65,770	71,655	80,605

** For an employee on Step 15 – See Article XVII, Item A.

SCHEDULE B**2003 - 2004 ****

Step	BA	MA	MA + 30
1	35,000	38,300	47,450
2	35,650	38,400	47,550
3	35,750	38,600	47,650
4	35,850	40,800	49,850
5	37,400	43,150	52,050
6	39,400	45,750	54,400
7	42,500	48,000	57,025
8	44,700	50,200	60,065
9	47,700	52,200	63,315
10	51,000	54,600	66,565
11	54,200	57,000	69,815
12	57,300	60,200	73,065
13	60,570	63,900	76,315
14	63,570	67,500	79,565
15	68,570	74,570	83,570

** For an employee on Step 15 – See Article XVII, Item A.

SCHEDULE C
2004-2005**

Step	BA	MA	MA + 30
1	36,000	40,600	50,100
2	36,650	40,700	50,200
3	36,750	40,800	50,300
4	36,850	40,900	50,400
5	37,425	43,200	53,560
6	39,500	45,900	56,720
7	42,525	48,500	59,880
8	44,725	50,225	63,040
9	47,725	52,225	66,200
10	51,100	54,700	69,300
11	54,300	57,100	72,500
12	57,900	61,100	75,600
13	61,900	64,100	78,850
14	65,900	69,470	82,000
15	71,560	77,560	86,560

** 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, 2002 and shall continue in effect until June 30, 2005, 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

SOUTH HACKENSACK BOARD OF
EDUCATION

BY: _____
President

BY: _____
President

BY: _____
Secretary

BY: _____
Secretary

DATED: _____

DATED: _____