

AGREEMENT
between the
CLOSTER BOARD OF EDUCATION
and the
CLOSTER EDUCATION ASSOCIATION
for the
1998-1999
1999-2000
and
2000-2001
School Years



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THIS AGREEMENT, made this 25th day of MARCH, Nineteen
Hundred and Ninety-Nine, by and between:

BOARD OF EDUCATION
BOROUGH OF CLOSTER, NEW JERSEY

hereinafter referred to as the "Board"; and

CLOSTER EDUCATION ASSOCIATION

hereinafter referred to as the "Association".

WHEREAS, the parties have heretofore conducted collective bargaining negotiations covering the matters hereinafter mentioned;

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained,

IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining negotiations concerning the terms and conditions of employment of all regularly employed and certificated teaching personnel exercising non-supervisory positions; the psychologist; the secretaries (except the secretary to the Superintendent and the secretaries to the Business Administrator); the regularly employed aides; and the custodial and maintenance personnel employed by the Board.

ARTICLE II

DEFINITIONS

Whenever used in this Agreement, the following terms shall have the following meanings:

"Teacher" shall mean only regularly employed and certificated teaching personnel exercising non-supervisory positions and shall include the psychologist except when this Agreement specifically provides to the contrary.

"Secretaries" shall mean only the secretaries employed by the Board (except the secretary to the Superintendent and secretaries to the Business Administrator).

"Custodial and Maintenance Personnel" shall mean only the custodial and maintenance personnel employed by the Board.

"Aides" shall mean only regularly employed aides.

"All employees" or "all personnel" shall mean teachers, psychologist, secretaries, aides, custodial and maintenance personnel covered by this Agreement.

ARTICLE III

REPRESENTATION FEE

A. If an employee included within the Recognition clause of this Agreement does not, for any year during the term of this Agreement, become a member of the Association, such 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 representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing:

- (1) of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year; and
- (2) of the amount which, in the determination of the Association, is the maximum fee permitted by law.

The representation fee to be paid by non-members 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 covered by this Agreement 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 possible, from the paychecks paid to such employee during the remainder of the membership year in question. The deductions will begin with the first paycheck after

October 1 in the school year for employees previously employed or 30 days after a new 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 employee during the membership year in question and promptly forward same to the Association.

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

F. Hold Harmless Clause

The Association will indemnify and hold the Board harmless against all claims, suits and liability, including the cost of reasonable legal fees, arising out of the Board's actions in compliance with the terms of this article.

ARTICLE IV

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The Association and the Board mutually agree to initiate negotiations in accordance with the terms of the Public Employment Relations Act.

B. The Association and the Board shall meet on a mutually agreed upon time and date and negotiate in good faith with respect to salaries and other terms and conditions of employment.

C. Either party may, if it so desires, utilize the services of outside consultants to assist in the negotiations.

D. When an agreement is reached on salaries and other terms and conditions of employment, it shall be embodied in writing and signed by the duly authorized representatives of the Board and the Association and be subject to ratification by the Board and the Association.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the Board and the Association.

F. If during the process of collective bargaining meetings are scheduled during the working hours of any employee who is a member of the negotiating committee, each such employee shall not suffer any loss in pay nor shall he or she be required to make up this time.

ARTICLE V

ASSOCIATION RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee shall have the right to freely organize, join and support the Association and its affiliates for mutual aid and protection.

The Board agrees that it shall not directly or indirectly discourage or deprive any employee in the employment of the Board of any rights conferred by Chapter 303 and Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitutions 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 the employee's membership in the Association and its affiliates, collective negotiations with the Board, or the employee's institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association shall have the right to use the inter-school mail facilities and school mail boxes.

ARTICLE VI

SALARIES AND OTHER REMUNERATION

1. The salaries of all personnel covered by this Agreement during the period from July 1, 1998 to June 30, 1999 shall be in conformity with the charts appearing as Schedules "A-1" (teachers), "B-1" (secretaries), "C-1" (psychologist), "D"

(custodial), "E" (maintenance), and "F-1" (aides) hereto annexed. Any employee who retired after July 1, 1998, but before March 2, 1999, shall receive retroactive compensation prorated.

The salaries of all personnel covered by this Agreement during the period from July 1, 1999 to June 30, 2000 shall be in conformity with the charts appearing as Schedules "A-2" (teachers), "B-2" (secretaries), "C-2" (psychologist), "D" (custodial), "E" (maintenance) and "F-2" (aides) hereto annexed.

Effective July 1, 1995, the MA 45 salary guide shall be eliminated; provided, however, that any employee who qualified for advancement to MA 45 prior to or during the term of the Agreement between the Closter Board of Education and Closter Education Association for the 1995-1996, 1996-1997 and 1997-1998 School Years shall be paid at the appropriate step of the MA 45 salary guide.

The salaries of all personnel covered by this Agreement during the period from July 1, 2000 to June 30, 2001 shall be in conformity with the charts appearing as Schedules "A-3" (teachers), "B-3" (secretaries), "C-3" (psychologist), "D" (custodial), "E" (maintenance) and "F-3" (aides) hereto annexed.

All contractual stipends (including advisor/advisee) shall be increased by the same percentage increase as the salary settlement for each year of the agreement; provided, however, that only base pay, custodial overtime and the stipends contained in Schedule G shall be paid retroactive to July 1, 1998. All other

increases in stipends (including advisor/advisee) shall be effective July 1, 1999.

2. (a) In addition to the salary described in Paragraph 1 of this Article, any teacher who has completed fifteen (15) years, and any secretary or custodial or maintenance employee who has completed ten (10) years or more of service in the Closter Public Schools prior to the commencement of the 1998-1999 school year shall receive a "Longevity Stipend" of \$650.00. Such stipend shall be paid in the same number of installments as the salary of the employee.

(b) In addition to the salary described in Paragraph 1 of this Article, and the Longevity Stipend described in Paragraph 2(a), any teacher who has completed twenty (20) years, and any secretary or custodial or maintenance employee who has completed fifteen (15) years or more of service in the Closter Public Schools prior to the commencement of the 1998-1999 school year shall receive an "Additional Longevity Stipend" of \$650.00 for the 1998-1999 school year. Such stipend shall be paid in the same number of installments as the salary of the employee.

(c) For the 1999-2000 school year, the teachers, secretaries and custodial and maintenance employees who are then eligible for a Longevity Stipend by meeting the criteria of Paragraph 2(a) for 1999-2000 shall receive a Longevity Stipend of \$650.00.

For the 1999-2000 school year, the teachers, secretaries and custodial and maintenance employees who are then

eligible for an Additional Longevity Stipend by meeting the criteria of Paragraph 2(b) for 1999-2000 school year, shall receive an additional Longevity Stipend of \$650.00.

(d) For the 2000-2001 school year, the teachers, secretaries and custodial and maintenance employees who are then eligible for a Longevity Stipend by meeting the criteria of Paragraph 2(a) for 2000-2001 shall receive a Longevity Stipend of \$650.00.

For the 2000-2001 school year, the teachers, secretaries and custodial and maintenance employees who are then eligible for an Additional Longevity Stipend by meeting the criteria of Paragraph 2(b) for 2000-2001 shall receive an Additional Longevity Stipend of \$650.00.

Effective July 1, 1999 and each year thereafter for the duration of the agreement, provisionally certificated teachers shall remain on the initial step they were hired for the second year of their employment.

A part-time employee who qualifies for such longevity stipend shall receive a stipend prorated in accordance with the number of full days worked by such employee during the year in which such stipend is payable.

3. In order to be recommended for increment or salary schedule, each teacher, other than a teacher who has attained the M.A. plus 60 credits, must successfully complete five (5) educational credits, said credits to be secured within a period of three (3) consecutive years conforming to the "Policy on Financial

Remuneration for Professional Improvement" as adopted on June 21, 1967.

(a) For the 1998-1999 through 2000-2001 school years, the Board will reimburse each teacher for tuition expenses for approved credits attained by the teacher in his or her three (3) year period, but any such reimbursement shall not exceed \$750.00 per teacher for the applicable three (3) year period. Each part-time teacher shall be required to complete similar education credits, but the number of credits, required and the applicable reimbursement, shall be prorated in accordance with the number of full days worked by such teacher.

(b) For the 1998-1999 through 2000-2001 school years, the Board will reimburse each secretary for tuition fees for approved courses or workshops attending during a designated three (3) year period, but any such reimbursement shall not exceed \$400.00 for the applicable three-year period.

4. The remuneration policy for the post-school program for each of the school years during the term of this contract will be in conformity with Schedule "G" hereto annexed. To qualify for reimbursement for workshop presentations, a teacher must present instruction for the equivalent time of one (1) credit, which is fifteen (15) hours, or for pro-rated credit based upon approval of the Superintendent.

5. Each Middle School Teacher assigned to the Advisor/Advisee program shall receive the following annual stipends:

1998-1999.....	\$182.00
1999-2000.....	\$207.00
2000-2001.....	\$233.00

6. Any teacher covered by this Agreement who participates in an overnight educational field trip approved by the Board will receive additional remuneration at the rate of \$50.00 per overnight for the 1998-1999, 1999-2000 and 2000-2001 school years.

7. The Board will provide and pay for the health benefits consisting of hospital care benefits and surgical and diagnostic benefits and also Major Medical Insurance as described under the State Health Benefits Program. The coverage will extend (a) to all Teachers, Secretaries and Custodial and Maintenance Employees covered by this Agreement; (b) to all aides who work twenty (20) or more hours per week for ninety (90) or more working days in a school year; and (c) to the dependents of Teachers, Secretaries, Aides and Custodial and Maintenance Employees as defined in the respective Certificates and Contracts.

8. Dental insurance shall be provided for individual employees and their families.

9. Any staff member assigned to more than one school building in a single day shall, upon approval of the Superintendent

of Schools, be reimbursed at the rate of twenty cents (\$.20) per mile for travel between schools.

ARTICLE VII

TEACHER WORK YEAR

For the 1998-1999 school year, the Teachers' work year shall consist of 181 days, which shall consist of 180 pupil contact days and one (1) orientation day. For the 1999-2000 school year, the Teachers' work year shall consist of 182 days, which shall include 180 pupil contact days, one (1) teacher orientation day and one (1) staff workshop day. For the 2000-2001 school year, the Teachers' work year shall consist of 183 days, which shall include 180 pupil contact days, one (1) teacher orientation day and two (2) staff workshop days.

The Board shall work cooperatively with the professional development committee ("PDC") and the PDC shall designate the two (2) staff workshop days in the plan developed by the PDC for the district for the purpose of teachers meeting their requirement for continuing education under the Continuing Education Code.

ARTICLE VIII

TEACHER PREPARATION TIME

A. Elementary school teachers shall be entitled to a minimum of 175 minutes of preparation time per week.

B. Middle school teachers shall be entitled to a minimum of the equivalent of one (1) period of preparation time per day per week.

C. Preparation time will be prorated for teachers who work less than one (1) full week.

D. Preparation time shall be in addition to team planning.

E. Each teacher denied preparation time due to unforeseen circumstances shall be compensated at the rate of one sixth (1/6) of the substitute rate of pay per 42 minutes period prorated.

ARTICLE IX

SICK LEAVE

The parties agree that the following constitutes the policy in respect to sick leave:

1. (a) Teachers, Secretaries and Aides covered by this Agreement shall receive ten (10) days of sick leave annually without loss of pay.

(b) Custodian and Maintenance personnel covered by this Agreement shall receive twelve (12) days of sick leave annually without loss of pay.

2. Any sick leave days which are not used in any school year accumulates to provide a reserve sick leave over the initial days set forth in Paragraph 1.

3. This sick leave applies only to the personal illness or incapacity of the individual employee and does not cover members of the family as reasons for absence.

4. Any person who has exhausted his or her sick leave granted pursuant to Paragraph 1 during any school year during the

term of this contract shall have the right to utilize, for purposes of sick leave, any then available temporary noncumulative personal days of absence granted under Article IX. At the election of the employee, by notice to the Superintendent, such personal days may be used prior to utilization of any reserve sick leave accumulated from prior periods of employment.

5. Any employee who is continuously absent because of illness for more than four (4) days may be required to submit a doctor's certificate; in case of prolonged illness the Board may require a doctor's certificate periodically through the period of illness.

6. At the opening of each school year, the Board will provide each employee covered under this Agreement with a statement as to his or her accumulated sick leave, including the ten days for the ensuing school year.

7. Personnel should not schedule personal medical appointments during the school day.

8. When absence for sick leave exceeds the annual sick leave and accumulated sick leave, an employee may request extended payment and the Board may pay any such person each day's salary less the pay of a substitute for such length of time as may be determined by the Board in each individual case, in accordance with N.J.S.A. 18A:30-6.

9. Any employee covered by this Agreement who is ill for four (4) or more consecutive days may be directed to undergo a physical examination by a physician named by the Board. The Board shall pay for such examination.

10. In order to encourage attendance by staff members, to discourage absenteeism, and to reward longevity of service, the Board and Association agree on the following compensation to be paid at the voluntary termination of an employee who meets the criteria of this Paragraph 10:

(a) Effective from June 30, 1998 to August 2, 1998, the teacher, secretary or custodial/maintenance employee who has had fifteen (15) or more continuous years of service in the Closter Public Schools and who gives the notice in the manner hereafter prescribed shall be paid an amount equal to \$55.00 times the accumulated sick leave days standing to the credit of such employee at such termination, but in no event shall the amount paid to such employee exceed \$9,900.00. An aide who meets such service standards shall be paid an amount equal to \$5.00 times the accumulated sick leave days standing to the credit of such employee at termination, but in no event shall the amount paid to such aide exceed \$900.00. The Board shall credit up to 180 days to the accumulated sick leave days standing to the credit of such employee at termination to enable such employee to receive the maximum payments available under this sub-paragraph. Payment shall be made 30 days' after retirement date or January 15, 1999, at the employee's election.

(b) During the 1999-2000 through 2000-2001 school years:

- (1) Effective July 1, 1999, teachers, secretaries, custodial or maintenance employees who have fifteen (15) or more continuous years of service in the Closter Public Schools and who give the notice in the manner hereafter prescribed shall be paid an amount equal to \$65.00 times the accumulated sick leave days standing to the credit of such employee at such termination, but in no event shall the amount paid to such employee exceed \$11,700.00. An aide who meets such service standards shall be paid an amount equal to \$7.00 times the accumulated sick leave days standing to the credit of such employee at termination, but in no event shall the amount paid to such aide exceed \$1,260.00. Employees may elect to receive payment after July 1 or after January 1.
- (2) Effective July 1, 2000, a Teacher, Secretary or Custodial and Maintenance Employee who has had fifteen (15) or more

continuous years of service in the Closter Public Schools and who gives the notice in the manner hereafter prescribed shall be paid an amount equal to \$70.00 times the accumulated sick leave days standing to the credit of such employee at such termination, but in no event shall the amount paid to such employee exceed \$12,600.00. An aide who meets such service standards shall be paid an amount equal to \$7.00 times the accumulated sick leave days standing to the credit of such employee at termination, but in no event shall the amount paid to such Aide exceed \$1,260.00. Employees may elect to receive payment after July 1 or after January 1.

- (3) Effective July 1, 1999, a Teacher, Secretary or Custodial and Maintenance Employee who has had ten (10) or more, but less than fifteen (15) continuous years of service in the Closter Public Schools and who gives the notice in the manner hereafter prescribed shall be paid an amount equal to \$60.00 times the

accumulated sick leave days standing to the credit of such employee at such termination, but in no event shall the amount paid to such employee exceed \$5,400.00. An aide who meets such service standards shall be paid an amount equal to \$3.50 times the accumulated sick leave days standing to the credit of such employee at termination, but in no event shall the amount paid to such aide exceed \$630.00. Employees may elect to receive payment after July 1 or after January 1.

- (4) Effective July 1, 2000, a Teacher, Secretary or Custodial and Maintenance Employee who has had ten (10) or more, but less than fifteen (15) continuous years of service in the Closter Public Schools and who gives the notice in the manner hereafter prescribed shall be an amount equal to \$65.00 times the accumulated sick leave days standing to the credit of such employee at such termination, but in no event shall the amount paid to such employee exceed \$5,850.00. An aide who meets such service standards shall be paid an amount

equal to \$3.50 times the accumulated sick leave days standing to the credit of such employee at termination, but in no event shall the amount paid to such aide exceed \$630.00.

(c) During the 1998-1999 school year:

The Teacher, Secretary or Custodial and Maintenance Employee seeking remuneration under Paragraph (1) shall submit a voucher for such payment in the form prescribed by the Board of Education and such voucher shall be due and payable no earlier than July 1, 1998 or, at the option of the employee, no earlier than January 1, 1999. In no event shall such payment be made later than June 30, 1999. Unless the employee elects to be paid later than January 1, 1999, the Board shall have the right, on a case-by-case basis, to pay such an amount to an eligible employee prior to July 1, 1998.

(d) During the 1999-2000 school year:

The Teacher, Secretary or Custodial and Maintenance Employee seeking remuneration under Paragraph (1) shall submit a voucher for such payment in the form prescribed by the Board of Education and such voucher shall be

due and payable no earlier than July 1, 2000 or, at the option of the employee, no earlier than January 1, 2001. In no event shall such payment be made later than June 30, 2001. Unless the employee elects to be paid later than January 1, 2001, the Board shall have the right, on a case-by-case basis, to pay such an amount to an eligible employee prior to July 1, 2000.

(e) During the 2000-2001 school year:

The Teacher, Secretary or Custodial and Maintenance Employee seeking remuneration under Paragraph (1) shall submit a voucher for such payment in the form prescribed by the Board of Education and such voucher shall be due and payable no earlier than July 1, 2001 or, at the option of the employee, no earlier than January 1, 2002. In no event shall such payment be made later than June 30, 2002. Unless the employee elects to be paid later than January 1, 2002, the Board shall have the right, on a case-by-case basis, to pay such an amount to an eligible employee prior to July 1, 2001.

To be eligible for such a payment an employee must have given notice to the Board of his or her intention to terminate

his or her service at least 60 days prior to termination of employment, but the Board may waive this notice requirement on a case-by-case basis.

The amount paid to any such employee shall be reduced by any deductions required to be made by law and by the amount, if any, of any pension contribution required to be made by the Board on account of such payment.

On the same terms and conditions as are applicable to full-time employees, any part-time employee meeting the requirements of this Paragraph shall have the right to be compensated for accumulated sick leave provided that the applicable maximum compensation for such employee shall be prorated in accordance with the number of full days worked by such employee at the date of termination.

ARTICLE X

PERSONAL LEAVE

The parties agree that the following constitutes the policy in respect to personal leave:

Personnel covered by this agreement shall be entitled to personal days of absence with full pay as follows:

An allowance up to three (3) days for Teachers, Secretaries, Custodial and Maintenance Employees and aides in each year during the term of this Agreement shall be granted for matters of a personal nature with five (5) days' written prior notification to the School Principal and the Superintendent of Schools for any of the following reasons, viz:

- (a) Personal business which cannot be handled outside of school hours.
- (b) Legal business which cannot be handled outside of school hours.
- (c) Household or family matters which cannot be handled outside of school hours.
- (d) Any other emergency or urgent reason not included above if approved by the Superintendent of Schools and Principal. In cases of death or illness in the immediate family (defined as household members or parents and/or spouse's parents), the determination of the length of personal leave is discretionary with the Superintendent of Schools, which shall in no event exceed five (5) days. A written statement of the reason for such emergency leave shall be submitted to the Building Principal prior to the emergency leave or immediately following such emergency leave.
- (e) In case of a death in the "immediate family," an Aide shall receive three (3) days leave of absence with pay, provided that if the employee has not used his/her personal leave days at the time of such death one of the three days leave under this Paragraph shall be deemed to be a personal leave day. ("Immediate Family" means household members or parents and/or spouse's parents.)

In cases of emergency, the required five (5) days' prior notification may be waived.

Prior notice should state the category under which such leave is requested and the date or dates the individual will be absent. Upon giving such notice, the employee may be entitled to be absent for the reason or purpose stated without further explanation to the administration, unless the administration determines that it is necessary to verify the purpose of such leave because of the employee's pattern of absences or the employee's requested absence would result in excessive staff absenteeism in a school building, which determination shall not be arbitrary, capricious or unreasonable.

In cases where personal leave exceeds three (3) days for Teachers, Secretaries, Custodians and Maintenance Employees, and Aides, such absences in excess of these limits may be without pay. It shall be the responsibility of the Superintendent to decide whether extenuating circumstances are evident and to extend the applicable limit.

In addition to the previously stated leave days, Teachers, Secretaries and Custodial and Maintenance Employees covered under this agreement, with the prior approval of the administration, shall be entitled to professional leave days with full pay for the following reasons, viz:

- (a) To attend professions meetings; conferences or workshops.

(b) To engage in professional visitations of other schools or educational systems.

Effective July 1, 1992, any personal leave days unused during the year shall be accrued to a separate individual sick leave bank to be used by the individual employee after he or she has exhausted his or her annual and accumulated sick days. Such days shall be accumulative from year to year. However, such days shall not be added, at termination of employment, to the employees accrued sick leave for reimbursement proposes.

For any employee employed in the district prior to July 1, 1992, any personal leave days accrued from July 1, 1987 to June 30, 1992 to the credit of the individual employee, shall be used only upon voluntary termination of the individual's employment, in the following manner: one-third of the accrued personal leave days may be added, at termination of employment, to the employee's accrued sick leave for reimbursement proposes. In no event shall the total of accrued sick leave and personal leave days exceed the maximum allowable under Article VIII, Paragraph 10 of this Agreement. Accrual shall commence with personal days granted for the 1987-1988 school year.

ARTICLE XI

PROFESSIONAL DUES AND CREDIT UNION

1. Personnel covered by this Agreement may direct the Board to deduct Association dues from their remuneration and the Board agrees to remit the dues so deducted directly to the Association. Such direction shall be made in writing prior to

opening school day in September 1998 for the 1998-1999 school year, prior to September 1999 for the 1999-2000 school year and prior to September 2000 for the 2000-2001 school year; and having once been made cannot be changed for the balance of the school year for which the deduction is authorized.

2. Personnel covered by this Agreement may direct the Board to deduct specified sums from their remuneration for deposit in the East Bergen Teachers Credit Union and the Board agrees to remit such deductions directly to the Credit Union for deposit in the respective teachers' accounts. Such direction shall be made in writing prior to opening school day in September 1998 for the 1998-1999 school year, prior to September 1999 for the 1999-2000 school year and prior to September 2000 for the 2000-2001 school year; and having once been made cannot be changed for the balance of the school year for which the deduction is authorized.

ARTICLE XII

LUNCH HOUR DUTY

Teaching staff members shall be entitled to a duty-free lunch of the same duration as they received during the 1991-1992 school year, except that the Board shall be allowed, for every day that school is in session, to assign teaching staff members in each District school building to the lunch hour duty of supervising students during the students' lunch/recess period. For 1995-1996, Hillside Elementary School and Tenakill Elementary School shall each have two (2) teaching staff members assigned to lunch hour supervision duty per day. Village Middle School shall have four (4) teaching staff members assigned to lunch hour supervision duty per day.

The teaching staff members assigned to lunch hour supervision duty shall each be entitled to a duty-free lunch period of their own during either the student lunch period or the student recess period, which periods shall be of the same duration as existed during the 1991-1992 school year.

Each teaching staff member assigned to lunch hour supervision duty shall be responsible for supervising student lunch/recess activities during the portion of the student lunch/recess period when the other teaching staff member(s) assigned to lunch hour supervision duty that day are taking their lunch period.

The Superintendent or his designee shall establish a schedule for each day's lunch hour supervision duty.

The Board shall first seek volunteers from among the teaching staff to perform the lunch hour supervision duty. Teaching staff members may volunteer for both lunch hour supervision duty assignments available per day. Teaching staff members who volunteer for both lunch hour supervision duty assignments in a single day shall not receive any additional duty-free time for lunch.

In the absence of sufficient volunteers, the lunch hour supervision duty shall be assigned among the teaching staff on an equitable rotating basis. No teaching staff members shall be involuntarily assigned to more than one (1) lunch hour supervision duty assignments per day.

The Board reserves the right to assign lunch hour supervision duty outside the terms of this provision in cases of emergency.

Teaching staff members shall be paid the highest hourly rate paid for school aides for each student lunch period or recess period supervision duty assignments they perform. This compensation shall be paid in accordance with the payroll schedule established for all teaching staff members by the parties' collective negotiations agreement. Teaching staff members who perform both lunch hour supervision duty assignments in a single day shall not receive additional compensation in lieu of a duty-free lunch period or any other compensation beyond that which is described in this Section.

Notwithstanding the other terms of this provision, nothing shall prohibit the Board from assigning teaching staff members to supervise student lunch/recess periods, without additional compensation, as part of their contractual obligation to perform non-teaching duties. Such a duty assignment may only be made if it does not interfere with a teaching staff member's preparation time and duty-free lunch period. The lunch period shall be the same duration which existed during the 1991-1992 school year.

ARTICLE XIII

GRIEVANCE POLICY

The parties agree that a grievance is defined as "a complaint based upon an event or condition which affects the welfare or working conditions of an employee or group of employees covered under this Agreement, which is contrary to established policy or administrative regulation governing or affecting

employees"; they further agree that any grievance will be dealt with in accordance with the Grievance Procedure adopted by the Board on June 29, 1966, which is attached hereto as Schedule "H".

ARTICLE XIV

PART-TIME EMPLOYEES

1. Effective July 1, 1995, a part-time employee shall, upon the same terms and conditions as apply to full-time employees, be given credit, for salary purposes only, on this guide, for a full year of experience for each school year in which such employee was employed by the Board. The salary of such part-time employee shall be pro-rated in accordance with the number of full days worked by such employee. The cost to eliminate the intermediate steps on the salary guide which existed prior to July 1, 1995, shall be paid by the Closter Education Association from the 1995-1996 salary settlement.

2. A part-time employee who was employed for the 1975-76 school year or prior thereto shall be given first consideration for any full-time opening for which such employee qualifies.

ARTICLE XV

HOURS OF WORK OF SECRETARIES

The workday for secretaries shall be seven (7) hours and forty-five (45) minutes, Monday through Thursday. The workday on Friday shall be seven (7) and one half (1/2) hours.

Secretaries shall be given a compensatory day during the twenty (20) days that they work over the summer for each day that they worked from September 1, through June 30, in excess of one

hundred and ninety one (191) days.

ARTICLE XVI

SUMMER HOURS FOR THE SECRETARIES

The secretaries and clerks who work during the summer (July 1 - August 31) shall have the following hours: 8:30 a.m. to 3:00 p.m. with an hour for lunch.

For each additional week of employment during the summer months, school secretaries shall be compensated at the rate of 2.5% of their salary as determined by the provisions of this Agreement.

ARTICLE XVII

HOURS OF WORK FOR TEACHERS

The work day for teachers shall be seven (7) hours and fifteen (15) minutes, Monday through Thursday, the first thirty (30) minutes of which shall be used for team planning. The workday on Friday shall be six (6) and one half (1/2) hours.

Team planning shall be used primarily for grade level or discipline teams of teachers, collaborative groups of teachers and pupil assistance committees.

Certain teachers may volunteer to be involved in flexible scheduling so that their work day may begin and end earlier than other teachers; provided, however, that their work day shall not begin more than one hour before or end more than one hour after the work day for Teachers on a regular schedule as set forth in this Article. Those who volunteer for flexible time are those involved in special assignments, including, but not limited to: art, music, chorus, band, gifted and talented, ESL and remedial programs. No

teacher may be required to work a longer full-time schedule than existed in the 1997-1998 school year. If a teacher's flexible schedule ends earlier than other teachers or conflicts with the time a faculty meeting is scheduled, the teacher(s) shall be excused from the faculty meeting.

ARTICLE XVIII

HOURS OF WORK FOR CUSTODIAL AND MAINTENANCE PERSONNEL

The work day for Custodial and Maintenance personnel shall be eight (8) working hours. Each employee shall have a paid lunch period of one-half hour duration during the work day.

The work week for employees covered by this Agreement shall be five (5) working days of eight (8) working hours each.

ARTICLE XIX

COMPENSATION FOR CUSTODIAL AND MAINTENANCE PERSONNEL

1. Regular Pay. Each Custodial or Maintenance Employee shall be compensated in accordance with Schedule D or E, which are annexed hereto and made a part hereof.

The hourly rate to which any employee is entitled pursuant to schedules D or E is hereinafter designated as "straight time."

2. Overtime Pay. Each Custodial or Maintenance Employee who is required to work in excess of forty (40) hours in any work week shall be paid for such excess hours at the overtime rate which is one and one-half (1 1/2) times "straight time."

3. Premium Pay. Each Custodial or Maintenance Employee who is required to work on Saturday shall be paid for such

work at a premium rate which is one and one-half (1 1/2) times "straight time."

Each Custodial or Maintenance Employee who is required to work on Sunday or on Holidays hereinafter designated, shall be paid for such work at a premium rate which is two (2) times "straight time."

Any Custodial or Maintenance Employee who is required to work on a Saturday, Sunday or Holiday, except in connection with a building check or a call back, shall be guaranteed four (4) hours' work.

No Custodial or Maintenance Employee shall be entitled to premium pay for work on a Saturday, Sunday or Holiday unless such work has first been authorized by a supervisor.

4. Building Checks. Each Custodial or Maintenance Employee who is required by the supervisor to check a building under rules prescribed by the supervisor, on weekends or holidays shall be guaranteed one (1) hour's pay and shall be paid at the applicable overtime or premium rate.

5. Call Back Pay. Each Custodial or Maintenance Employee who has worked for eight (8) hours in any day, has left the building and who is thereafter required to return to work shall be guaranteed at least two (2) hours' work and shall be paid for such work at the overtime rate for weekdays or the premium rate for Saturdays, Sundays or Holidays.

6. Clothing Allowance. Each Custodial or Maintenance Employee shall be entitled to reimbursement of the reasonable cost

of one pair of safety shoes per year, such amount not to exceed \$100.00 upon proof of expenditure to the Board.

Each Custodial or Maintenance Employee shall be provided one (1) winter coat every four (4) years at the expense of the Board.

The Board is to provide foul weather gear consisting of waterproof hooded rain jackets and a pair of waterproof boots in each school building in sufficient supply.

ARTICLE XX

HOLIDAYS FOR CUSTODIAL AND MAINTENANCE PERSONNEL

Each Custodial or Maintenance Employee shall have the following holidays:

Independence Day	Christmas
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Presidential Election Day	Martin Luther King Day
Veteran's Day	Washington's Birthday
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day
Christmas Eve	(1) N.J.E.A. Convention Day

A. If any of the above named holidays should fall on a Saturday, Sunday, or a on a day when school is in session the Board shall provide an offset day.

B. If a holiday should fall during a custodial or maintenance employee's vacation period, such employee shall receive

an extra day off, which day shall be scheduled on a day to be mutually agreed upon between the employee and the supervisor.

ARTICLE XXI

VACATIONS FOR CUSTODIAL AND MAINTENANCE PERSONNEL

Each Custodial or Maintenance Employee shall have a paid vacation in accordance with the following schedule:

Up to three full years continuous service	10 working days
Four full years to ten full years continuous service	15 working days

Any Custodial or Maintenance Employee with more than ten (10) full years of continuous service shall receive twenty (20) days vacation time. Said twenty (20) days of vacation time shall be taken as follows:

Ten (10) days of vacation during the summer period and the additional ten (10) days of vacation to be taken during the regular school year when the schools are closed for other vacation periods.

All vacation schedules shall first be approved by the supervisor.

ARTICLE XXII

DISCHARGE OF CUSTODIAL AND MAINTENANCE PERSONNEL

A. No employee covered by this Agreement shall, during the term hereof, be disciplined, discharged, or reduced in rank or compensation without just cause. If any of the above actions are taken, the employee shall be given the reason therefor and have the opportunity to appeal said action to the Board. In such appeals,

the employee shall have the right to be accompanied by a representative. Notwithstanding anything to the contrary in this contract, the decision of the Board shall be final.

B. In the event that it is necessary to reduce the number of Custodial and/or Maintenance Employees for economic reasons, the Superintendent of Schools shall take into consideration years of service when making his recommendation to the Board of Education. The Board's decision is final.

ARTICLE XXIII

PERSONNEL POLICIES FOR AIDES

A. The Board agrees to post notice of vacancies in Aide positions as they occur.

B. Aides who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he or she desires to be transferred, in order of preference. In the determination of requests for voluntary reassignment and/or transfer, the best interests of the school system as determined by the Superintendent shall be the deciding factor.

C. No Aide shall be discharged from his/her position except for inadequate job performance or other just cause as indicated by his/her Building Principal.

D. Should an Aide's position be eliminated, the Aide will be given first consideration for the next available Aide position for which he/she may be qualified. The decision of the

Superintendent as to qualifications shall be final.

E. All Aides shall be notified in writing by the Board no later than May 31 of each year regarding their employment status for the following school year.

F. The normal work year for Aides shall consist of days when pupils are in attendance plus up to three (3) additional days as may be required by the Board.

G. An Aide's hours that have been approved by the Board may not be changed without the express permission of the Board.

H. Any extra work requested beyond the Aide's contracted daily time, i.e. clerical, library, classroom, special education and noon-hour aides, should be first offered to the Aide working in that school in that capacity, before being offered to another Aide in a different work capacity.

I. Whenever applicable and with the Principal's authorization, an Aide may be afforded the opportunity to make up any time lost within the month through unpaid absence. No make-up time shall be allowed for the time for which a substitute has been paid.

ARTICLE XXIV

PARENT-TEACHER CONFERENCES

A. For the term of this Agreement, there shall be one (1) evening of parent-teacher conferences in the Fall of each year, replacing one of three existing afternoon conference times and one (1) evening of parent-teacher conferences in the Spring of each year. Each individual evening conference shall be 15 minutes in

length and shall be held between the hours of 6:00 p.m. and 8:15 p.m.

B. On the evening of such Fall parent-teacher conference, all teaching and child study team personnel shall be available in their respective buildings for conferences during this time. On the evening of the Spring parent-teacher conference, all personnel who have scheduled conferences shall be available.

C. In the event that the demand for evening conferences exceeds the time available, the building principal shall establish procedures for determining priority of evening conferences.

D. On days when evening conference are scheduled, all personnel who are scheduled for conferences shall be dismissed at 3:00 p.m.

ARTICLE XXV

DURATION

This Agreement shall be effective July 1, 1998 and shall continue in effect until June 30, 2001. Any amendments agreed upon by the parties shall be in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by the respective Secretaries, the day and year first above written.

WITNESS:

Joan Dunn
Joan Dunn
Board Secretary/Business
Administrator

Dated: 3/25/99

WITNESS:

William J. Emerson

Dated: March 25, 1999

BOARD OF EDUCATION OF THE
BOROUGH OF CLOSTER

By: Marjorie Zelner
Marjorie Zelner
Board President

Dated: 3/25/99

CLOSTER EDUCATION ASSOCIATION

By: Rita M. [Signature]

Dated: March 25, 1999

SCHEDULE A-1

1998 - 1999 Salary Guide - Teachers

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>
0	34,573	36,029	37,849	41,124	43,308	45,490	-	49,857
	0.950	0.990	1.040	1.130	1.190	1.250		1.370
1	36,393	37,849	39,668	42,944	45,126	47,310	-	51,677
	1.000	1.040	1.090	1.180	1.240	1.300	-	1.420
2	38,357	39,813	41,633	44,908	47,092	49,275	51,459	53,642
	1.054	1.094	1.144	1.234	1.294	1.354	1.414	1.474
3	40,323	41,779	43,598	46,874	49,057	51,241	53,424	55,608
	1.108	1.148	1.198	1.288	1.348	1.408	1.468	1.528
4	42,288	43,744	45,564	48,839	51,023	53,206	55,390	57,573
	1.162	1.202	1.252	1.342	1.402	1.462	1.522	1.582
5	44,254	45,709	47,529	50,804	52,988	55,172	57,355	59,539
	1.216	1.256	1.306	1.396	1.456	1.516	1.576	1.636
6	46,218	47,674	49,493	52,769	54,952	57,136	59,320	61,503
	1.270	1.310	1.360	1.450	1.510	1.570	1.630	1.690
7	48,184	49,639	51,459	54,734	56,918	59,101	61,285	63,469
	1.324	1.364	1.414	1.504	1.564	1.624	1.684	1.744
8	50,149	51,605	53,424	56,700	58,883	61,067	63,250	65,434
	1.378	1.418	1.468	1.558	1.618	1.678	1.738	1.798
9	52,114	53,570	55,390	58,665	60,849	63,032	65,216	67,399
	1.432	1.472	1.522	1.612	1.672	1.732	1.792	1.852
10	54,080	55,536	57,355	60,631	62,813	64,997	67,180	69,364
	1.486	1.526	1.576	1.666	1.726	1.786	1.846	1.906
11	56,044	57,500	59,320	62,595	64,779	66,962	69,146	71,329
	1.540	1.580	1.630	1.720	1.780	1.840	1.900	1.960
12	58,010	59,465	61,285	64,560	66,744	68,928	71,111	73,295
	1.594	1.634	1.684	1.774	1.834	1.894	1.954	2.014
13	59,975	61,431	63,250	66,526	68,709	70,893	73,077	75,260
	1.648	1.688	1.738	1.828	1.888	1.948	2.008	2.068
14	-	63,396	65,216	68,491	70,675	72,858	75,042	77,226
		1.742	1.792	1.882	1.942	2.002	2.062	2.122
15	-	65,361	67,180	70,456	72,639	74,823	77,006	79,190
		1.796	1.846	1.936	1.996	2.056	2.116	2.176
16		67,326	69,146	72,421	74,605	76,788	78,972	81,155
		1.850	1.900	1.990	2.050	2.110	2.170	2.230

1. Full credit may be granted for outside teaching experience.
2. Credit for time spent in the Armed Services may be granted up to three years.
3. Normal increments will be granted based upon the recommendation of the Superintendent of Schools.
4. Initial placement on this salary guide is negotiable between the Superintendent, the Board and the prospective employee. Upon issuance of a contract the employee cannot claim credits earned previous to employment in the Closter Public Schools for purposes of remuneration.
5. Salary distribution shall be computed based upon Step 1BA.

SCHEDULE A-2

1999 - 2000 Salary Guide - Teachers

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>
0	35,250	36,735	38,590	41,930	44,156	46,382	-	50,835
	0.950	0.990	1.040	1.130	1.190	1.250	-	1.370
1	37,106	38,590	40,445	43,785	46,011	48,238	-	52,690
	1.000	1.040	1.090	1.180	1.240	1.300	-	1.420
2	39,109	40,594	42,449	45,788	48,015	50,241	-	54,694
	1.054	1.094	1.144	1.234	1.294	1.354	-	1.474
3	41,113	42,598	44,453	47,793	50,019	52,245	-	56,698
	1.108	1.148	1.198	1.288	1.348	1.408	-	1.528
4	43,117	44,601	46,457	49,796	52,023	54,249	-	58,701
	1.162	1.202	1.252	1.342	1.402	1.462	-	1.582
5	45,121	46,605	48,460	51,799	54,026	56,253	-	60,705
	1.216	1.256	1.306	1.396	1.456	1.516	-	1.636
6	47,124	48,609	50,463	53,804	56,029	58,256	-	62,709
	1.270	1.310	1.360	1.450	1.510	1.570	-	1.690
7	49,129	50,612	52,468	55,807	58,034	60,259	-	64,713
	1.324	1.364	1.414	1.504	1.564	1.624	-	1.744
8	51,132	52,616	54,471	57,811	60,037	62,264	64,490	66,716
	1.378	1.418	1.468	1.558	1.618	1.678	1.738	1.798
9	53,135	54,620	56,475	59,815	62,041	64,267	66,494	68,720
	1.432	1.472	1.522	1.612	1.672	1.732	1.792	1.852
10	55,140	56,624	58,479	61,819	64,045	66,271	68,497	70,724
	1.486	1.526	1.576	1.666	1.726	1.786	1.846	1.906
11	57,143	58,627	60,483	63,822	66,049	68,275	70,501	72,727
	1.540	1.580	1.630	1.720	1.780	1.840	1.900	1.960
12	59,147	60,631	62,486	65,825	68,052	70,279	72,505	74,732
	1.594	1.634	1.684	1.774	1.834	1.894	1.954	2.014
13	60,911	62,635	64,490	67,830	70,055	72,282	74,509	76,735
	1.642	1.688	1.738	1.828	1.888	1.948	2.008	2.068
14	-	64,638	66,494	69,833	72,060	74,286	76,512	78,739
	-	1.742	1.792	1.882	1.942	2.002	2.062	2.122
15	-	66,643	68,497	71,837	74,063	76,290	78,516	80,742
	-	1.796	1.846	1.936	1.996	2.056	2.116	2.176
16	-	68,646	70,501	73,841	76,067	78,293	80,520	82,746
	-	1.850	1.900	1.990	2.050	2.110	2.170	2.230

1. Full credit may be granted for outside teaching experience.
2. Credit for time spent in the Armed Services may be granted up to three years.
3. Normal increments will be granted based upon the recommendation of the Superintendent of Schools.
4. Initial placement on this salary guide is negotiable between the Superintendent, the Board and the prospective employee. Upon issuance of a contract the employee cannot claim credits earned previous to employment in the Closter Public Schools for purposes of remuneration.
5. Salary distribution shall be computed based upon Step 1BA.

SCHEDULE A-3

2000 - 2001 Salary Guide - Teachers

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>
0	35,941	37,455	39,347	42,751	45,022	47,291	-	51,831
	0.950	0.990	1.040	1.130	1.190	1.250	-	1.370
1	37,833	39,347	41,238	44,643	46,913	49,183	-	53,723
	1.000	1.040	1.090	1.180	1.240	1.300	-	1.420
2	39,876	41,389	43,281	46,686	48,956	51,226	-	55,766
	1.054	1.094	1.144	1.234	1.294	1.354	-	1.474
3	41,919	43,433	45,324	48,730	50,999	53,269	-	57,809
	1.108	1.148	1.198	1.288	1.348	1.408	-	1.528
4	43,962	45,475	47,367	50,772	53,043	55,312	-	59,852
	1.162	1.202	1.252	1.342	1.402	1.462	-	1.582
5	46,005	47,518	49,410	52,815	55,085	57,355	-	61,895
	1.216	1.256	1.306	1.396	1.456	1.516	-	1.636
6	48,048	49,562	51,453	54,858	57,128	59,398	-	63,938
	1.270	1.310	1.360	1.450	1.510	1.570	-	1.690
7	50,092	51,604	53,496	56,901	59,171	61,441	-	65,981
	1.324	1.364	1.414	1.504	1.564	1.624	-	1.744
8	52,134	53,648	55,539	58,944	61,214	63,484	65,754	68,024
	1.378	1.418	1.468	1.558	1.618	1.678	1.738	1.798
9	54,177	55,690	57,582	60,987	63,257	65,527	67,797	70,067
	1.432	1.472	1.522	1.612	1.672	1.732	1.792	1.852
10	56,220	57,734	59,625	63,031	65,300	67,570	69,840	72,110
	1.486	1.526	1.576	1.666	1.726	1.786	1.846	1.906
11	58,263	59,776	61,668	65,073	67,343	69,613	71,883	74,153
	1.540	1.580	1.630	1.720	1.780	1.840	1.900	1.960
12	60,306	61,819	63,711	67,116	69,386	71,656	73,926	76,196
	1.594	1.634	1.684	1.774	1.834	1.894	1.954	2.014
13	62,104	63,863	65,754	69,159	71,429	73,699	75,969	78,239
	1.642	1.688	1.738	1.828	1.888	1.948	2.008	2.068
14	-	65,905	67,797	71,202	73,472	75,742	78,012	80,282
		1.742	1.792	1.882	1.942	2.002	2.062	2.122
15	-	67,949	69,840	73,245	75,515	77,785	80,055	82,325
		1.796	1.846	1.936	1.996	2.056	2.116	2.176
16		69,991	71,883	75,288	77,558	79,828	82,098	84,368
		1.850	1.900	1.990	2.050	2.110	2.170	2.230

1. Full credit may be granted for outside teaching experience.
2. Credit for time spent in the Armed Services may be granted up to three years.
3. Normal increments will be granted based upon the recommendation of the Superintendent of Schools.
4. Initial placement on this salary guide is negotiable between the Superintendent, the Board and the prospective employee. Upon issuance of a contract the employee cannot claim credits earned previous to employment in the Closter Public Schools for purposes of remuneration.
5. Salary distribution shall be computed based upon Step 1BA.

SCHEDULE B

Secretarial Salary Guide

Step	1998-99	1999-2000	2000-01
1	\$23,098	\$23,551	\$24,012
2	\$24,446	24,925	25,414
3	\$25,794	26,299	26,815
4	\$27,140	27,672	28,214
5	\$28,489	29,047	29,616
6	\$29,835	30,419	31,015
7	\$31,171	31,782	32,405
8	\$32,526	33,164	33,814
9	\$33,877	34,541	35,218
10	\$35,223	35,913	36,617

1. All the secretaries who are employed by the Board of Education will be placed on the appropriate salary guide.
2. Up to three (3) years outside school (or equal) experience may be granted.
3. Full credit is granted for past Closter experience.
4. Normal increments will be granted based upon the recommendation of the Superintendent of Schools and the School Principal.

AMOUNTS DO NOT INCLUDE ADDITIONAL COMPENSATION FOR ADDITIONAL FOUR WEEKS

SCHEDULE C

Psychologist's Salary Guide

The annual salary of the School Psychologist shall be determined as follows:

1. The base salary of the school psychologist shall be determined by the terms of this Agreement and based upon the maximum step of the MA+60 scale, plus 1.5% of that salary, for each of the three (3) years of this Agreement.
2. Longevity, if applicable shall be calculated in accordance with Article VI (2) of this Agreement.

The annual salary for the school psychologist currently employed shall be:

C-1	1998-1999 Annual Salary	-	\$83,672 including longevity stipend
C-2	1999-2000 Annual Salary	-	\$85,287 including longevity stipend
C-3	2000-2001 Annual Salary	-	\$86,934 including longevity stipend

SCHEDULE D

Maintenance Salary Guide

Step	1998-99	1999-2000	2000-01
1	\$32,084	\$32,713	\$33,354
2	\$33,571	\$34,229	\$34,900
3	\$35,204	\$35,894	\$36,597
4	\$36,839	\$37,561	\$38,297
5	\$38,623	\$39,380	\$40,152
6	\$40,408	\$41,200	\$42,007
7	\$42,483	\$43,315	\$44,164
8	\$44,833	\$45,712	\$46,608
9	\$47,185	\$48,110	\$49,053

1. All Closter maintenance personnel will be placed on this salary guide.
2. Credit for past experience shall be given at the discretion of the Board of Education.
3. A \$100.00 differential shall be granted to employees holding a Black Seal Fireman's License.
4. A \$200.00 differential shall be granted to employees holding a Black Seal Fireman-in-Charge License, in addition to the differential indicated in paragraph 3.
5. Normal increments will be granted based upon the recommendation of the Superintendent of Schools and/or the Business Administrator/Board Secretary.

SCHEDULE E

Custodial Salary Guide

Step	1998-99	1999-00	2000-01
1	\$26,207	\$26,720	\$27,244
2	\$27,392	\$27,928	\$28,476
3	\$28,582	\$29,143	\$29,714
4	\$29,769	\$30,353	\$30,948
5	\$30,933	\$31,539	\$32,157
6	\$32,296	\$32,929	\$33,574
7	\$33,629	\$34,289	\$34,961
8	\$35,416	\$36,110	\$36,818
9	\$37,495	\$38,230	\$38,979
10	\$39,402	\$40,175	\$40,962

1. All Closter custodial personnel will be placed on this salary guide.
2. Credit for past experience shall be given at the discretion of the Board of Education.
3. A \$100.00 differential shall be granted to employees holding a Black Seal Fireman's License.
4. A \$200.00 differential shall be granted to employees holding a Black Seal Fireman-in-Charge License, in addition to the differential indicated in paragraph 3.
5. Normal increments will be granted based upon the recommendation of the Superintendent of Schools and/or Business Administrator/Board Secretary.

SCHEDULE F

Aides' Salary Guide

Schedule F-1 1998-1999

1. \$9.44 per hour base salary
2. \$11.45 per hour after one year of employment
3. \$11.67 per hour after two consecutive years of employment
4. \$12.48 per hour after three consecutive years of employment
5. \$13.21 per hour after four consecutive years of employment

Schedule F-2 1999-2000

1. \$9.63 per hour base salary
2. \$11.67 per hour after one year of employment
3. \$11.90 per hour after two consecutive years of employment
4. \$12.72 per hour after three consecutive years of employment
5. \$13.47 per hour after four consecutive years of employment

Schedule F-3 2000-2001

1. \$9.82 per hour base salary
2. \$11.90 per hour after one year of employment
3. \$12.13 per hour after two consecutive years of employment
4. \$12.97 per hour after three consecutive years of employment
5. \$13.73 per hour after four consecutive years of employment

Schedule G

Post School Activity Program

Activity	1998-1999	1999-2000	2000-2001
Yearbook	1175	1216	1259
Volleyball	880	911	943
Cross-Country	880	911	943
Track	880	911	943
Girls Basketball	1760	1822	1886
Boys Basketball	1760	1822	1886
Gymnastics	1760	1822	1886
Drama	1175	1216	1259
Cheerleading	1175	1216	1259
Grade 6 Trip Coordinator	533	552	571
Grade 7 Trip Coordinator	533	552	571
Grade 8 Trip Coordinator	533	552	571
Interdisciplinary Team Leader	533	552	571
Workshop/Inservice Instructor	569/credit	589/credit	610/credit
Clubs-minimum of 20 sessions(30 min.ea) Kids Helping Kids (T)(T)(T)(T) Kids Against Pollution (H) Student Council (H) Academic Pentathlon (T) Service (T) Production (T) Writing (T) (H) Photography (T) Rainbow Connection (T)(H) Garden Club (H) (T) Computers (H) Scripta (T) Math League (T)(T)	285	295	305
Clubs-minimum of 40 sessions (30 min ea.) Dance (T) Tenakill Singers Computers (H)(H)(T) Student Council (T)	569	589	610

SCHEDULE H

INDIVIDUAL GRIEVANCE POLICY AND PROCEDURES

The effectiveness of the schools is largely dependent upon the existence of effective working relationships among all employees of the school system. It is desirable, therefore, to eliminate, as much as possible, those areas of disagreement and dissatisfaction that inevitably arise among persons working together in the schools. The satisfactory settlement of complaints and grievances not only promotes wholesome attitudes and feelings about the performance of professional services, but also increases the efficiency and effectiveness of the worker in his or her relationship to pupils and the community.

Any individual employee of the school system shall have the right to appeal the application of policies and administrative decisions affecting him or her through administrative channels. With assured freedom from restraint, interference, coercion, discrimination, or reprisal in resenting his or her appeal. He or she shall have the right to present his or her own appeal or designate representatives of the Closter Education Association or other group or persons of his or her own choosing to appear with him or her or for him or her at any step in his or her appeal.

1. Any employee who has a grievance shall discuss it first with his or her principal in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he or she shall set forth in writing his or her complaint to the principal. The principal shall communicate his or her decision to the employee in writing within three (3) school days of receipt of the written complaint.
3. The employee may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties, and upon request, with the employee or principal separately. He or she shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The superintendent shall communicate his or her decision in writing, along with supporting reasons, to the employee and the principal.
4. If the grievance is not settled after reaching the superintendent of schools, the matter may then be referred to the Closter Education Association or other group or persons for consideration. This person, group or association shall make a determination as soon as possible, but within a period not to exceed ten (10) school days, notifying the employee in

writing of that determination.

If the Closter Education Association or group or persons determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education.

If the Closter Education Association or other group or persons determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal, the superintendent of schools, and the Board of Education.

An employee whose grievance has been determined to be without merit by the Closter Education Association or other group or persons shall retain the right to appeal in writing to the Board of Education.

5. When an employee requests a review by the Board of Education, the request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) days. Its findings shall be sent to the principal, the superintendent of schools and the employee.
 - a. Notice of this conference shall also be given to the principal and to the superintendent of schools. The principal and the superintendent of schools may be present at the conference and state their views.
6. If the grievance is not resolved as of the above mentioned step, the aggrieved employee may request a special convocation of a Board-teacher relations committee or a similarly established group with a view to arriving at a mutually satisfying resolution of the complaint. The aggrieved employee and his or her representative, if any, shall be given at least three (3) school days' notice of the conference and an opportunity to participate.

The committee shall:

- a. Meet with the aggrieved employee to ascertain and discuss the problem.
- b. Gather facts to provide evaluation.
- c. Attempt to arrive at a solution.
- d. Present conclusions and recommendations to the full Board of Education if a mutually acceptable conclusion or recommendation has been reached.

7. It is the intent of the parties to this Agreement that the arbitration procedure herein shall serve as a means for the peaceable settlement of grievances which are not settled under paragraph 6 that may arise between them.
 - A. In the event that the aggrieved employee is dissatisfied with the determination of the Board-Teacher Relations Committee, he/she may, request that his/her grievance be submitted to arbitration. A request for arbitration shall be made within ten (10) days of the committee's determination. The aggrieved employee and the Board may mutually agree to extend the period of time in which arbitration may be requested.
 - B. 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. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commissions (hereinafter "P.E.R.C.") by either party. The parties shall then be bound by the rules and procedures of P.E.R.C.
 - C. The arbitrator so selected shall limit his/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from this Agreement between the parties or any applicable policy of the Board. The only grievances which may be arbitrated are those alleging that there has been a violation of the express, written terms of the locally negotiated agreement. The arbitrator shall not have authority to rule on grievances which concern the interpretation, application or alleged violation of the Board policies and administrative decision affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment. Such grievances may only be pursued before the Commissioner of Education, the State Board of Education, and last to the state courts.
 - D. The parties in interest shall be afforded a full opportunity to present any evidence, written or oral, which may be judged pertinent to the matter in dispute.
 - E. The decision of the arbitrator regarding the violation, interpretation or application of this Agreement shall be final and binding on both parties in all matters except those dealing with a managerial prerogative which shall not be subject to any arbitration proceeding.

- F. The Arbitrator has no authority, express or implied, to add to or subtract from the language of the parties Agreement and the Arbitrator's decision must be based solely on the content of this Agreement as written and agreed upon by the parties.
- G. Each grievance will be arbitrated separately except those of a similar nature and when mutually agreed to by both parties.
- H. All fees and expenses of the arbitrator and arbitration proceedings shall be shared equally between the Board and the Association. All other costs related to arbitration, such as the payment for legal services, shall be paid for by the respective parties.

