

AGREEMENT

Between

THE EGG HARBOR TOWNSHIP
BOARD OF EDUCATION

and

PSYCHOLOGISTS' ORGANIZATION
OF EGG HARBOR TOWNSHIP

July 1, 1994

to

June 30, 1996

**ARTICLE I
RECOGNITION**

- A. The Egg Harbor Township Board of Education (hereinafter called the "Board") hereby recognizes the Psychologists Organization of Egg Harbor Township (hereinafter called the "Organization") as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certificated Psychologists, excluding the Superintendent, the Business Administrator and/or Board Secretary, all employees considered confidential by law and all other employees.

**ARTICLE II
NEGOTIATING PROCEDURE**

- A. On or about November 15th in the calendar year preceding the June in which this Agreement expires, representatives of the Board and the Organization shall meet to begin negotiations on a successor Agreement.

- B. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the provisions of N.J.S.A. 34:13A-2 et. seq. as amended and supplemented in good faith effort to reach agreement on all matters concerning the terms and conditions of Psychologists' employment. Such negotiations shall begin approximately four (4) weeks after receipt of the demands of the Psychologists' Organization in the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all Psychologists, be reduced to writing, be signed and adopted by the Board and the Organization.

**ARTICLE III
GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. A "grievance" is a claim by a psychologist or the Association based upon the interpretation, application, or violation of this Agreement, affecting a psychologist or a group of psychologists.
2. A "grievant" is the person or persons, or Association making the claim. In the event it is the Association, the Association shall reveal the names of all members of the bargaining unit involved in the grievance at the time of filing the grievance.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Working days" shall mean calendar days excluding: holidays, vacation periods, Saturdays and Sundays, and any day on which psychologists' attendance is not required.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept informal and confidential.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In order to be considered timely filed, a grievance must be filed at Level One described below within twenty (20) working days of the occurrence or of the date when the aggrieved person should reasonably have known of the occurrence.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted by the end of the school year or as soon thereafter as is practicable.

D. GRIEVANCE PROGRESSION

1. LEVEL ONE: A psychologist or a group with a grievance shall first discuss it with his supervisor.
2. LEVEL TWO: If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) working days after presentation of the grievance, he may file the grievance in writing with the supervisor within five (5) working days after the decision at Level One or ten (10) working days after the grievance was presented, whichever is sooner.
3. LEVEL THREE: a. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) working days after the written grievance was delivered to the grievant's supervisor, the grievant may, within five (5) working days after receipt of the decision by the supervisor request that the Association submit the grievance to the Superintendent, if the grievance was not initiated through the Association. The Association may request and the Superintendent shall supply available records, data, and other information relevant to the grievance being processed.

b. Whenever the Association files a grievance as a result of an alleged violation of the rights and privileges as outlined in Article 5, the initial grievance shall be submitted directly to the Superintendent.

4. LEVEL FOUR: If the problem is not settled within fourteen (14) working days after reaching the Superintendent of Schools, the grievant may request a hearing by the Board of Education. If the Board does not grant the request for hearing, it shall so notify the grievant of its decision within fifteen (15) working days from the date such request is presented. If the Board does grant a hearing, such hearing shall be held not later than fifteen (15) working days after the receipt of the request and shall be conducted by a committee of the Board of not less than two (2) members. The decision of the Board shall be submitted to the grievant within twenty-five (25) working days of the receipt of the request by the Board for such hearing.

5. LEVEL FIVE: If the decision of the Board does not resolve the issue, the Association may submit the issue to binding arbitration, with a copy to the Board. Such arbitration shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association. Such submission to arbitration shall be filed within twenty (20) calendar days of receipt of the decision of the Board. The only grievances which may be arbitrated are those based upon an allegation 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 which concern an interpretation, application, or alleged violations of policies and administrative decisions affecting terms and conditions of employment, or statutes and regulations setting terms and conditions of employment.

E. MISCELLANEOUS

1. COST - In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and Association, including per diem expenses, travel and cost of the hearing room.

2. The arbitrator's authority and jurisdiction shall be limited to the interpretation, application or violation of this Agreement. He can add nothing to, subtract from, nor modify the terms of the Agreement between the parties. The recommendation of the arbitrator shall be binding.

3. REPRESENTATION - Any grievant may represent him/herself or be represented by the Association at the first two levels of the procedure. In the event the grievant is not represented by the Association, the Association shall be notified of and shall be able to attend and state its views at all Level Two meetings. The Association shall have the exclusive right to process a grievance beyond Level Two including arbitration.
4. The parties agree that neither shall present documents to an arbitrator or hearing officer which have not been made available to the other party a reasonable period of time prior to any hearing. Such arbitrator or hearing officer shall determine questions pertaining to the "reasonable period of time" and shall designate such documents as do not meet its requirements.
5. RELEASE TIME - Release time shall be provided at hearing Levels Four and Five for grievant and his representative and any witness that may be required to appear, providing the time and place of such hearings are mutually agreed upon.
6. GRIEVANCE RECORDS - Grievance records shall not be kept in the personnel files of psychologists involved in grievances.

**ARTICLE IV
EMPLOYEES' RIGHTS**

- A. Every employee shall have the right freely to organize, join, and support the Organization and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection. As a duly selected 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 member in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1975, that it shall not discriminate against any employee with respect to hours, wages, or any terms and conditions of employment by reason of his membership or lack of membership in the Organization and its affiliates, his participation or lack of participation in the legal activities of the Organization and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing contained therein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such action asserted by the Board of Education or any agent or representative thereof, shall be subject to the Grievance Procedure herein set forth.
- D. 1. Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.
2. Whenever any employee is required to appear before any administrator on a matter which involves an accusation, a reprimand or some disciplinary action, the employee shall receive reasonable written notice of the meeting which will include the reason for such meeting.

- E. 1. On retirement from the system, evidenced by filing retirement papers with the T.P.A. & F., a psychologist shall receive a sum equal to 50% of that year's step 1 salary, multiplied by the number of days actually accumulated at the time of retirement, divided by 184 days (the number of days in the school calendar).
- 2. In order to qualify for this benefit, the retiree must have at the time of retirement at least 50 unused sick leave days to his/her credit.
- F. Employees shall be reimbursed for on-the-job travel at the rate set by Internal Revenue Service.
- G. The Board shall promote professional growth experiences for Psychologists by providing two thousand (\$2,000.00) for each of the school years covered by this contract, for attendance at national/regional conventions, professional conferences, and courses providing continuing education credits in psychology. Expenses will include transportation, lodging and registration fees. No more than four (4) work days may be included in the trip. The Association shall recommend, on a rotating basis, which Psychologist(s) will receive these professional growth experiences.
- H. The Board will pay the annual dues for membership in the National Association of School Psychologists for each school psychologist for each calendar year this contract is in effect not to exceed \$95.00 per year per individual.

**ARTICLE V
ORGANIZATION RIGHTS AND PRIVILEGES**

- A. During negotiations and for the purpose of resolving grievances, the Board shall make available to the Organization for inspection, all pertinent records, data, and information of the School District that fall within the public domain.
- B. The Organization and its representatives shall have the right to use school facilities in accordance with Board policy at all reasonable hours for meetings.
- C. The Organization shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, and all types of audio-visual equipment at reasonable times on school premises when such equipment is not otherwise in use. The Association shall pay for and furnish materials and supplies for such use. Equipment shall not be removed from school premises.
- D. The Organization shall have the right to use the interschool mail facilities and school mail as it deems necessary for Organization business.
- E. Whenever any representatives of the Organization are mutually scheduled by the parties to participate during the working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.

**ARTICLE VI
EMPLOYMENT PRACTICES**

- A. All practices relating to salary schedule credit upon employment, military service credit, increment increases, contract notification, pay schedule and summer payment plans applicable to employees at the date of the signing of this Agreement shall remain in full force and effect, and shall be maintained as currently practiced.
- B. Ten (10) month employees shall be required to report for the beginning of the school year when the majority of other ten (10) month employees of the district report. Such employees shall be required to work on days when school is in session and on other days when teacher attendance is required during the school year. Such employees shall be required to report on regular work days which fall between the day school ends for students and June 30th.
- C. Psychologists employed on an eleven (11) month contract shall receive a yearly compensation equal to 1.1 times their ten (10) month salary.
- D. Psychologists employed on a twelve (12) month contract shall receive a yearly compensation equal to 1.2 times their ten (10) month salary.
- E. Employees shall be required to work no more than eight (8) hours per day which shall include a sixty (60) minute duty-free lunch period, flex time.
- F. The salaries for the psychologists shall be as listed in the salary schedule for the 1994-95 and 1995-96 school years.

**ARTICLE VII
EVALUATION**

- A. All monitoring or observation of an employee shall be conducted openly and with full knowledge of the employee. If such observation or monitoring is not conducted openly and with full knowledge of the employee, it shall not be used as the basis of any evaluation judgment concerning that employee.
- B. Observations and evaluations shall be conducted in full compliance with the provisions of N.J.S.A. 18A:27-3.1 et. seq.; N.J.A.C. 6:3-1.19 et. seq., and N.J.A.C. 6:3-1.21.
- C. An employee shall be given a copy of any observation or evaluation report prepared by his/her evaluator at least one (1) workday before any conference to discuss it.
- D. An employee shall have the right, upon request and reasonable advance notice, to review the contents of his personnel file.
- E. All material received subsequent to the signing of this Agreement derogatory to an employee's conduct, service, character, or personality shall not be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. In the event the employee refuses to sign the material, such will be noted on the material, and it will then be filed. The employee shall also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- F. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, and it shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE VIII
SICK LEAVE

- A. All ten (10) month employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day.

- B. Unused sick leave days shall be accumulated from year to year with no limit beginning the first year of employment. Employees shall be given a written accounting of unused sick days no later than September 15th of each school year.

**ARTICLE IX
TEMPORARY LEAVE OF ABSENCE**

- A. 1. The provisions for leave at full pay stated below shall be for one school year and no unused days shall be accumulated for use in another school year. Any employee requesting personal leave, with the exception of such leave for death or critical illness, shall do so in writing to the Superintendent prior to the time such leave is needed so that adequate planning for the coverage of the employee or work station can be made.
2. Absence due to a death in the employee's immediate family or household shall be allowed with pay for the required period up to five (5) school days no more than two (2) times in any one school year. The term "immediate family" shall include: spouse, mother, mother-in-law, father, father-in-law, sister, brother, child, grandparent and grandchild.
3. Absence due to the critical illness of a member of the employee's immediate family shall be allowed with full pay up to two (2) days.
4. a. Personal, legal, business, household, or family matters which require absence during school hours shall be allowed with pay for up to three (3) workdays ALLOWABLE IN HALF DAYS. Application to the Superintendent for such leave shall be made at least three (3) days before taking such leave (except in the case of emergencies). The applicant for such leave shall be required to list the reason for such leave by category as listed above in this section.
- b. Unused days from this category from each school year shall be transferred to the employee's sick leave accumulation in the next school year.
- B. Any employee is entitled to leave with differential pay for such period as the employee is required to be elsewhere by reason of a jury service or subpoena. "Differential pay" shall be the employee's normal salary for the period less the amount of compensation received by the employee by reason of jury service or compliance with the subpoena.
- C. Absence for visitation to other schools shall be allowed for two (2) days at full pay in any school year upon approval of the Superintendent. Within ten (10) days, the employee must file a written report of the visitation with the Superintendent's Office.

- D. Absences to attend conferences, workshops, critiques, and conventions sponsored or approved by the New Jersey State Department of Education shall be allowed with full pay upon the approval of the Superintendent (attendance shall be supported by required Certificate of Attendance and not exceed period stipulated within the statutes).

**ARTICLE X
LEAVE OF ABSENCE**

- A. A leave of absence without pay of up to three (3) years shall be granted to any employee who accepts a Fulbright Scholarship.
- B.
 - 1. Application for maternity leave shall be made by employees to the Superintendent, no later than three (3) months before the leave is to begin. Leave of absence shall be granted by the Board, at the employee's request.
 - 2. Maternity leave shall extend up to the beginning of the second school year after termination of the pregnancy. At the request of the employee, and upon recommendation by the Superintendent, maternity leave may be terminated prior to the expiration of the full term for which the leave has been granted.
- C. Any tenured female employee adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- D. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board. The need for an employee's presence shall be substantiated by a certificate from the practicing physician.
- E. Effective and efficient performance of all the functions involved in school operation depends upon regular attendance on the job of all employees. Employees who qualify should not hesitate to avail themselves of the benefits that are set forth or are inherent in this policy; early recognition of disabling conditions may shorten appreciably their duration. On the other hand, the existence of an absence and leave policy does not develop the right to be sick or the right to be absent, per se.
- F. All extensions or renewals of leaves shall be applied for in writing.

**ARTICLE XI
INSURANCE PROTECTION**

- A. The Board shall provide the Health Care Insurance protection designated below. The Board shall pay the full family premium for each employee.
1. Provisions of the health care insurance program shall be detailed in the master policies and contract agreed upon by the Board and the Association.
 2. The health insurance carrier(s) shall be New Jersey Health Benefits Plan with Rider J for the basic hospitalization and medical/surgical coverage, and Prudential for the major/medical coverage. This plan is available to all employees. Other plans will be at the employee's expense.
 3. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage September 1st, and ending August 31st. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- B. The Board will pay premiums for psychologist and dependent coverage for the same prescription drug program as agreed to by the EHT Teachers Association and the Board.
- The Board will continue to pay the premiums for a dental insurance program for each psychologist and dependent coverage. The full annual rate of premium will be paid by the Board for such insurance for the psychologist and dependent coverage. The carrier and coverage of such plan shall be the same as agreed to by the EHT Teachers Association and the Board.
- C. Upon the request of current employees and all new employees, the Board shall provide a description of the health care insurance coverage provided under this Article XI.

ARTICLE XII
BOARD RIGHTS CLAUSE

- A. Except as otherwise specified in this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all of the operations and activities of the school district to the full extent authorized by law.

- B. It is understood that employees shall, during and not withstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievances and any effect thereof shall have been fully determined.

- C. It is understood by all parties that under the rulings of the courts of New Jersey and State Commissioner of Education, the Board is forbidden to waive any rights or powers granted by law.

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

- A. The Board and Organization 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 or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or age.

- B. Any individual contract between the Board and an individual employee heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

- C. The Board agrees to deduct from an employee's salaries money for tax sheltered annuities payable to the Kemper Insurance Company and/or the Teachers' Pension and Annuity Fund, as requested by the employee.

**ARTICLE XIV
VANDALISM TO AUTOMOBILES**

- A. The Board will establish a fund of one hundred fifty dollars (\$150.00) for each of the school years covered by this contract to pay for valid claims of teacher for damage to a vehicle of the teacher due to vandalism while parked at the school during the time the teacher is on school business and/or attending a school sponsored or school related function or activity held at the school or at another location such as field trips, extra-curricular activity, etc. Upon presentation of a claim and appropriate validation of such claim by a teacher to the Board of Education, the Board will reimburse to the teacher the deductible amount paid by the teacher under comprehensive insurance coverage to a maximum of seventy-five dollars (\$75.00) per event.
- B. The Board will not be liable for such payment if the employee's vehicle is on school property for a reason that is not related to the employee's job.

**ARTICLE XV
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1996 subject to the Organization's rights 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. In witness whereof, the Organization has caused this Agreement to be signed by its president or secretary and the Board and has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

PSYCHOLOGISTS' ORGANIZATION OF EGG HARBOR TOWNSHIP

BY: *Michael Peropace*
President

BY: *Paul Lopez*
Secretary

EGG HARBOR TOWNSHIP BOARD OF EDUCATION

BY: *John J. ...*
President

BY: *Ashley C. Hoy*
Secretary

PSYCHOLOGISTS' SALARY SCHEDULE

The Egg Harbor Township Board of Education and Psychologists' Organization of Egg Harbor Township agree that the following schedule will be effective beginning July 1, 1994.

	<u>1994-1995</u>	<u>1995-1996</u>
1.	\$33,390.00	\$34,590.00
2.	34,972.00	35,060.00
3.	36,561.00	36,721.00
4.	38,150.00	38,389.00
5.	39,737.00	40,058.00
6.	41,326.00	41,724.00
7.	42,911.00	43,392.00
8.	44,500.00	45,057.00
9.	46,090.00	46,725.00
10.	47,678.00	48,394.00
11.	49,265.00	50,062.00
12.	50,850.00	51,729.00
13.	52,439.00	53,393.00
14.	54,025.00	55,061.00
15.	55,615.00	56,726.00
16.	57,200.00	58,396.00
17.	58,786.00	60,060.00
18.	60,377.00	61,726.00
19.	61,959.00	63,396.00
20.	63,549.00	65,057.00
21.	65,139.00	66,727.00
22.	66,724.00	68,396.00
23.	68,313.00	70,061.00
24.		71,729.00

Graduate Work Credit

To receive additional payment for graduate work, such credit must be in fields related to psychology and/or education, and must be submitted to and receive prior approval from the Superintendent who shall make his recommendation to the Board.

MA + 45 Graduate Credits	\$900.00
Ph.D. or Ed.D.	\$1,200.00

Longevity Payment

17 years	\$ 200.00
20 years	\$ 300.00
25 years	\$ 400.00