

**AGREEMENT
BETWEEN**

**the
POMPTON LAKES
BOARD OF EDUCATION**

and

**the
POMPTON LAKES
APPLIED BEHAVIORAL ANALYSIS
THERAPISTS ASSOCIATION**

JULY 1, 2021 through JUNE 30, 2024

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PREAMBLE

The Board of Education of the Borough of Pompton Lakes, County of Passaic, Pompton Lakes, New Jersey (“the Board”) and the Pompton Lakes Applied Behavioral Analysis Therapists (“the Association”) have negotiated the following agreement pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey. The parties hereby affirm that this Agreement was negotiated in good faith and express their determination to implement it in the same spirit.

ARTICLE I: RECOGNITION

- A. The Board recognizes the Association as the exclusive and sole negotiating representative of:

Applied Behavioral Analysis Therapists

Whenever the Board creates a new position, the parties shall discuss the propriety of including or excluding that position from the unit.

- B. Unless otherwise indicated, the term “employee” in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined.
- C. Unless otherwise indicated, the term “full-time employee” in this Agreement shall refer to a bargaining unit member who regularly works 30 or more hours per week.
- D. Unless otherwise indicated, words used in the singular shall include words in the plural when the text so requires.
- E. The parties agree that the Board reserves all rights, authority, and responsibilities, in accordance with applicable laws and regulations, not otherwise affected by the provisions of this Agreement.

ARTICLE II: NEGOTIATIONS PROCEDURE

- A. The Board and the Association agree to commence negotiations for a new or successor agreement no later than 30 days prior to the expiration of the current contract agreement in accordance with Chapter 303 and Chapter 123, New Jersey Public Laws of 1968 and 1974 (N.J.S.A. 34:13A-5.1 *et seq.*), in a good-faith effort to reach agreement on all matters concerning the terms and conditions of the employment for members of the Association. Request for negotiation meetings from the Association must be directed in writing to the Superintendent. Request for such meetings from the Board must be made in writing to the President of the Association via the Superintendent.
- B. This Agreement incorporates the entire understanding of the parties.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III: GRIEVANCE PROCEDURE

- A. **Definition.** A grievance is a claim by an employee or by the Association that there has been a violation or inequitable application of any provision of this Agreement or of any Board policy or administrative decision affecting the terms and conditions of employment.
- B. **Time to Initiate.** A grievance must be initiated according to the below procedure within 20 calendar days after the grievant knew or reasonably could have known of the underlying basis, or else it shall be deemed waived.
- C. **Interpretation of Time Limits.** Because it is in the interest of both parties to resolve a grievance as quickly as possible, the time limits indicated at each level of the below procedure shall be considered maximums, and every effort shall be made to expedite the process.
- D. **Right to Representation.** A grievant may elect to be accompanied or represented by a person of his or her choice at all stages of the below grievance procedure after Level 1. Any cost shall be borne by the grievant or the Association.
- E. **Failure to Act or Give Notice.**
1. If the Board or its agent fails at any step of the below procedure to communicate the decision within the specified time limit, the grievant may proceed to the next step.
 2. If the grievant or Association fails at any step of the below procedure to appeal his or her grievance to the next step within the specified time limit, any possible appeal shall be deemed waived.
- F. **Miscellaneous Provisions.**
1. It is understood that any employee grievant shall, during the pendency of a grievance, continue to observe all assignments and applicable rules by the Board until the grievance and its effects have been duly determined according to the below procedure.
 2. All documents, communications, and records related to the processing of a grievance shall be filed separately from the participants' personnel files.
 3. If Association representatives desire to visit a school building to conduct an investigation related to a grievance, they shall immediately report to the Principal upon arrival and state their purpose.
 4. No reprisals of any kind shall be taken by the Board, by the Association, or by any of their representatives against any party in interest, any school representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation or non-participation.

G. Procedure.

1. Level 1: Director of Special Services

Within the time limit set forth in Paragraph (B) of this Article, the grievant shall notify the Director of Special Services that a grievance has arisen, and they shall meet informally within 10 calendar days after such notification in an attempt to resolve the grievance.

2. Level 2: Principal

If the meeting with the Director of Special Services does not resolve the grievance to the grievant's satisfaction, then within 10 calendar days of such meeting, the grievant may make a complaint in writing to the Principal, specifying the nature of the alleged violation. The Principal and grievant shall meet within seven calendar days of the filing in an attempt to resolve the grievance. Within five school days of the meeting, the Principal shall issue a decision in writing.

3. Level 3: Superintendent

If the Principal's decision does not resolve the grievance to the grievant's satisfaction, then within 10 calendar days of receiving such decision, the grievant may make a complaint in writing to the Superintendent, specifying the nature of the alleged violation. The Superintendent and grievant shall meet within seven calendar days of the filing in an attempt to resolve the grievance. Within five school days of the meeting, the Superintendent shall issue a decision in writing.

4. Level 4: Board

If the Superintendent's decision does not resolve the grievance to the grievant's satisfaction, then within 10 calendar days of receiving such decision, the grievant may request a review by the Board. The request must be submitted in writing through the Superintendent, who shall be responsible to attach all related papers and forward it to the Board. The Board or a committee shall review the grievance and, at its option, hold a hearing with the grievant. The Board shall render a written decision within 20 calendar days after receiving the grievance or holding the hearing, whichever is later. The Board shall be entitled to have its attorney present at any meeting or hearing.

5. Level 5: Arbitration

If the Board's decision does not resolve the grievance to the grievant's satisfaction, then within 20 calendar days of receiving such decision, the grievant shall give written notice to the Superintendent of his or her desire for review by a neutral arbitrator.

- a. The parties shall follow the rules of the Public Employment Relations Commission to secure the services of an arbitrator.

- b. The arbitrator shall limit him- or herself to the issue submitted and shall consider nothing else. He or she may add or subtract nothing to or from the Agreement or contradict any policy of the Board.
 - c. The decision rendered by the arbitrator shall be advisory and shall not be binding upon the parties.
 - d. The Board and the Association shall equally bear the costs of an arbitrator's services. Each party shall pay all the expenses of preparing and submitting its case.
6. The Board's decision resulting from Level 4 of this grievance procedure shall be final and binding, with no possibility of third-party review, if the grievance concerns the following subjects:
- a. Any matter for which there is a specific method of review prescribed by law or by rule or regulation of the Commissioner of Education.
 - b. The Board's failure to renew an employee's contract.
 - c. Matters where the Board is without authority to act.

ARTICLE IV: RIGHTS OF THE BOARD

- A. There is reserved exclusively to the Board all responsibilities, powers, rights, and authority expressly or inherently vested in it by the laws and constitutions of New Jersey and of the United States, and by the Charter of the Borough of Pompton Lakes, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions that are not inconsistent with this Agreement.
- B. In addition to the rights otherwise described herein, the Board specifically reserves, but is not limited to, the following rights and authorities.
 - 1. To supervise the employees of the school district.
 - 2. To hire, promote, transfer, assign, and retain employees in positions in the school district and to suspend, demote, discharge, or take other disciplinary action against employees.
 - 3. To relieve employees of duty because of lack of work or for other legitimate reasons.
 - 4. To maintain efficiency of the school district operation entrusted to them.
 - 5. To determine the methods, means, and personnel by which operations are to be conducted.
 - 6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE V: RIGHTS AND PRIVILEGES OF THE ASSOCIATION

- A. The Board, upon written request of the Association, shall release to the Association any information that is publicly available concerning the financial resources of the district, tentative budgetary allocations, and such other information as will assist the Association to develop accurate and informed proposals concerning hours, salary, working conditions, and all other terms and conditions of professional employment for all employees.

The Board shall have a reasonable time to respond to such Association requests and may, at its option, fulfill such requests either by written response to the Association or by making pertinent records available to an Association representative in the Board office. In case the Board exercises the latter option, the Association representative may not remove any Board records from the Board office without the written consent of the Board. The Board shall not be required to prepare or to conduct any analysis, survey, research, or study in response to an Association request.

- B. Whenever any employee is required by the administration to participate during working hours in grievance proceedings or meetings, the employee shall suffer no loss in pay.
- C. The Association shall have the right to use school buildings for professional meetings during times when buildings are manned by the custodial staff, and provided also that such use does not interfere with or impair the educational program in any way. Except in an emergency, the Principal of the building involved must be notified at least two days in advance of the time and place of such a meeting. In addition to the use of school buildings, the Association shall have the right to use duplicating equipment when not otherwise in use upon notice to the building administrator.
- D. The Board shall permit the Association the use of one portion of a bulletin board in each faculty room for the purpose of posting official Association notices. The authorized Association representative of each building shall be responsible for the posting of all such notices. All notices, prior to posting, shall be signed by the authorized Association representative of that building. Copies of all such material shall be shown to the Principal before posting, but advance approval of the material shall not be required.

No member of the administration shall assume responsibility for the preparation, posting, or distribution of material for the Association.

- E. Neither the Association nor its officers, employees, members, or affiliates shall engage in, support, sanction, or approve any strikes, sanctions, work stoppages, slowdowns, mass resignations, or other actions that would interfere with school operations.
- F. One Monday and two Wednesdays during the course of the school year shall be set aside in the preceding school year by agreement between the Superintendent and the Association President for Association meetings. These meetings shall be scheduled after the close of the normal school day as defined in this Agreement.

ARTICLE VI: WORK YEAR

- A. The length of the work year shall not exceed 187 days.
- B. The last four work days of the year shall end at 1:00 p.m., provided that on the last day the Principal has approved the completion of year-end obligations.
- C. Two days at the beginning of the school year shall be used as “in-house” days.
- D. Election Day each year shall be scheduled as a professional day.
- E. Any snow days built into the District calendar but not used shall be returned to employees.
- F. On the day before Thanksgiving and the day before Christmas, employees may leave at 1:10 p.m.

ARTICLE VII: WORK HOURS

- A. Employees shall work 10 months in accordance with the school calendar established annually by the Board.
- B. Employees’ workday shall not exceed 5.92 hours, exclusive of their duty-free lunch and break periods.

ARTICLE VIII: SALARIES, STIPENDS, AND DEDUCTIONS

- A. Employees shall be paid the salaries set forth in the salary guide contained in Appendix A of this Agreement.
- B. The Board shall pay longevity to members of the Association who have reached certain milestones in the duration of their service in the District, as follows:
 - 1. After completing 10 years: \$500 annually
 - 2. After completing 15 years: \$700 annually
 - 3. After completing 20 years: \$900 annually
 - 4. After completing 25 years: \$1,000 annually
- C. The Board shall pay a one-time bonus of \$500 to each employee who obtains a Registered Behavioral Therapist certification.
- D. Any Association member removed from normal duties to perform substitute teacher coverage shall be paid \$12 for each period of such coverage, in addition to his or her normal pay. However, if a member is assigned to perform substitute teacher coverage for an entire school day, he or she shall receive only his or her normal pay for that day.

- E. The Board shall reimburse Association members for the cost of obtaining or renewing a substitute certification, subject to the following conditions:
 - 1. Reimbursement shall be available for only certifications obtained or renewed after ratification of the Agreement. It shall not be paid retroactively for the cost of certifications obtained or renewed before ratification.
 - 2. A member who receives reimbursement shall repay the full amount to the Board if he or she does not complete one full year of service after obtaining the certificate.
- F. All Association members shall be permitted to apply for assignment to any extracurricular activities for which they are qualified.
- G. The Board agrees to deduct from the salaries of its employees dues for the Association, the Passaic County Education Association, the New Jersey Education Association, and/or the National Education Association as said employees individually and voluntarily authorize the Board to deduct, and to transmit the moneys to the appropriate organization.
- H. The Board agrees to deduct from the salaries of its employees an amount of money for IRS section 403(b) and/or section 457 contributions as said employees individually and voluntarily authorize the Board to deduct, and to transmit the moneys directly to an account of the employee's choice from among the Board's approved list of providers.

ARTICLE IX: LEAVE

A. Personal and Bereavement Leave.

- 1. An allowance of up to four days' leave without loss of pay shall be granted with prior approval of the Superintendent for the following reasons:
 - a. Recognition of a religious holiday.
 - b. Court subpoena.
 - c. Marriage of the employee or marriage in his or her immediate family.
 - d. Personal business that cannot be handled outside of school hours.
 - e. Any other emergency or urgent reason.
- 2. Personal-leave days may be used adjacent to a vacation only if the request specifically states a reason.
- 3. Upon receipt of notification to serve on a jury, an employee shall immediately provide notice to the Superintendent. If the employee is required to serve on a jury during the school year, he or she shall suffer no loss of pay or benefits.

4. Employees shall be entitled to up to five days' bereavement leave following the death of a member of the employee's immediate family. For purposes of this provision, "immediate family" shall include the employee's spouse, parent, parent-in-law, sibling, sibling-in-law, child, child-in-law, grandparent, grandparent-in-law, grandchild, and domestic partner or civil union partner.
5. The Board shall give each employee a written statement of accumulated personal and family-illness days no later than October 30 based upon the first working day of that school year.

B. Sick Leave.

1. Employees shall be allowed, without loss of pay, ten days' sick leave per year for personal illness or injury.
2. If any employee in any school year uses fewer than his or her full entitlement of sick-leave days, all unused days shall accumulate for use in subsequent years.
3. An employee appointed after the opening of school shall be credited with one day of sick leave for each month worked in that year.
4. At the beginning of an employee's term of service each year, regardless of the time beginning actual service, the employee shall immediately have available his or her entire sick-leave allowance for that year.
5. Accumulations of sick leave shall be retroactive to the date of employment after the first day of service.
6. Employees in the Public Employees' Retirement System ("PERS") shall be entitled to reimbursement for all unused sick days (for the purpose of this Article only, all unused personal days and unused family illness days shall be accumulated as sick days) at the rate of \$80, payable in one installment, to an individual per-person cap of \$10,000 for those eligible employees who meet all of the requirements below:
 - a. The employee accumulated at least 25 years of recognized service with PERS.
 - b. The employee accumulated at least 15 years of service with the Board.
 - c. The employee accumulated at least 57 percent of the grand total of the following:
 - i. Accumulated sick days from either the date of hire or September 1, 1979, whichever the employee chooses, by November 30, 1979.
 - ii. Possible personal days commencing September 1, 1981.
 - iii. Possible family-illness days commencing September 1, 1981.

7. In order to receive reimbursement for unused sick days by the following July, a retiring employee must give a non-binding notification of retirement by the preceding October 1. Any member notifying after March 1 shall be paid no later than one year from the following July.

C. Family-Illness Leave.

1. Each employee shall be entitled to three days of leave without loss of pay for the illness of an immediate family member. For purposes of this provision, "immediate family" shall be defined consistent with such term in the provision of this Agreement granting bereavement leave.
2. Family-illness days shall not accumulate from year to year and shall be forfeited if not used.

ARTICLE X: RETENTION AND RE-EMPLOYMENT

- A. The Board shall use its best efforts to notify all employees of their reemployment or non-reemployment for the succeeding year no later than April 30, but in any event shall make such notifications no later than June 15.
- B. In the event of a reduction in force, when determining which employees to retain, the Board shall consider each employee's length of service in the District among all other factors.

ARTICLE XI: PERSONNEL FILES

All employee files shall be maintained by the central administration according to the following procedures:

- A. No nonconfidential or nonprivileged material derogatory to an employee's conduct, service, character, or personality shall be placed in an employee's file unless the employee is notified that such material has been or may be included in his or her file. Employees shall be given an opportunity to read such material and shall acknowledge that they have read such material by affixing their signatures on the copy to be filed. Such signatures merely signify that they have read the material to be filed and do not indicate agreement with its content.
- B. Employees shall have the right to comment upon any nonconfidential or nonprivileged material filed, and their comments shall be reviewed by an appropriate member of the administration and attached to the file copy.
- C. Upon request by an employee, he or she shall be given access to his or her file within five business days of the request. Confidential and privileged pre-employment information is exempted from such review. The appropriate administrator shall remove such material from the file prior to a review of the file by the employee.

- D. An employee shall be permitted to reproduce material in his or her file other than confidential or privileged material.
- E. Employees will keep their files up to date on forms supplied by the administration concerning names (beneficiaries, persons to be notified in case of emergency, dependents, etc.), addresses, telephone numbers, marital status, higher education related to professional advancement, health and medical status, pregnancy, and other matters required for good cause in personnel administration.
- F. File copies shall not be removed from the offices of the school administration.
- G. A representative of the school administration shall be present at any inspection of reproduction of an employee's file.
- H. The administration shall provide a facility by which employees may reproduce material in their files.
- I. Upon written request by an employee stating reasons for deletion, documents shall be reviewed by the Superintendent or his or her designee to determine whether the deletion should occur.

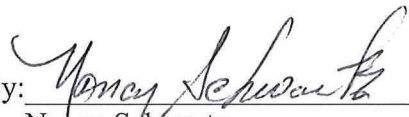
ARTICLE XII: DURATION OF AGREEMENT

This Agreement shall enter into effect on July 1, 2021 and shall expire on June 30, 2024.


**Pompton Lakes Applied Behavioral
Analysis Therapists Association**

By: 
Association President

Pompton Lakes Board of Education

By: 
Nancy Schwartz
Board President

By: 
Association Secretary

By: 
Angela Spasevski
Board Secretary/Business Administrator

APPENDIX A: SALARY GUIDES

STEP	2021–2022
1–2	\$29,780
3	\$30,375
4	\$31,220
5	\$32,070
6	\$32,765
7	\$33,240
8	\$34,085
9	\$34,980
10	\$35,925
11	\$36,920
12	\$37,965
13	\$39,060
14	\$40,205
15	\$41,400
16	\$42,645
17	\$43,940
18	\$45,285
19	\$46,680

STEP	2022–2023
1	\$30,290
2–3	\$30,790
4	\$31,290
5	\$32,070
6	\$32,815
7	\$33,620
8	\$34,475
9	\$35,380
10	\$36,330
11	\$37,330
12	\$38,380
13	\$39,480
14	\$40,630
15	\$41,830
16	\$43,080
17	\$44,380
18	\$45,730
19	\$47,180

STEP	2023–2024
1–2	\$31,070
3–4	\$31,570
5	\$32,205
6	\$32,920
7	\$33,715
8	\$34,590
9	\$35,530
10	\$36,520
11	\$37,560
12	\$38,650
13	\$39,790
14	\$40,980
15	\$42,220
16	\$43,510
17	\$44,850
18	\$46,240
19	\$47,680

APPENDIX B: GUIDE MOVEMENT

Employees advancing to the next step move through the guide as follows:

2020–2021	2021–2022	2022–2023	2023–2024
		1	→ 1-2
1	→ 1-2	→ 2-3	→ 3-4
2	→ 3	→ 4	→ 5
3	→ 4	→ 5	→ 6
4	→ 5	→ 6	→ 7
5	→ 6	→ 7	→ 8
6	→ 7	→ 8	→ 9
7	→ 8	→ 9	→ 10
8	→ 9	→ 10	→ 11
9	→ 10	→ 11	→ 12
10	→ 11	→ 12	→ 13
11	→ 12	→ 13	→ 14
12	→ 13	→ 14	→ 15
13	→ 14	→ 15	→ 16
14	→ 15	→ 16	→ 17
15	→ 16	→ 17	→ 18
16	→ 17	→ 18	→ 19
17	→ 18	→ 19	→ 19
18	→ 19	→ 19	→ 19
19	→ 19	→ 19	→ 19