

PREAMBLE

This agreement entered into this 1st day of July 2009

by and between the

Board of Education, the Borough of Haddon Heights, New Jersey

hereinafter called the “Board”

and

The Haddon Heights Education Association

(Support Personnel)

hereinafter called the “Association”

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ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the majority representative pursuant to the provision of the “New Jersey Employer-Employee Relations Act,” for collective negotiations concerning the terms and conditions of employment for all non-certificate personnel employed by the Board, but excluding certificate personnel, supervisory, administrative and confidential employees.

B. Unless otherwise indicated, the term “employee(s)” when used hereinafter in this agreement, shall refer to employees of the Board represented by the Association in the negotiating unit defined in Article IA.

C. In order to protect the exclusive rights and privileges granted to the Association and its representatives, the Board agrees not to negotiate concerning terms and conditions of employment identified in Article IA hereof with any organization other than the Association for the duration of this agreement.

ARTICLE II

NEGOTIATIONS PROCEDURES

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, P.L. of 1974.

B. The Association shall notify the Board of Education of its intent to begin negotiations on or before October 15.

C. The Board agrees, subject to reasonable and timely request, to provide the Association with relevant information for collective negotiations which is in the public domain and within the knowledge of the Board.

D. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

E. 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

EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, P.L. of 1974 and any amendments thereto, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and to other concerted activities for mutual aid and protection. The Board agrees that there shall be no discrimination against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, institution or any grievance, complaint or proceedings under this agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee or the Board such rights as they may have under New Jersey School Law or other applicable laws or regulations.

C. No employee shall be prevented from wearing the unified teaching professional symbol identifying membership in the Association or its affiliates.

D. Discipline will not be imposed on an arbitrary or discriminatory basis. Any discipline action asserted by the Board, or any agent or representative thereof shall be subject to the grievance procedure to the extent provided herein (Article XIII).

E. Whenever an employee is required to appear before the Superintendent/Business Administrator, Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior notice of the reasons of such meeting or interview and shall be entitled to have a representative of the Association present upon his/her request to advise him/her and represent him/her during such meeting or interview. Whenever any employee requests a meeting with the Superintendent/Business Administrator, Board, or any committee thereof concerning matters which could adversely affect the employment thereof, he/she shall be entitled to have a representative of the Association present to advise him/her in said meeting or interview.

F. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has acknowledged that he/she has had the opportunity to review such material by affixing his/her signature to the copy being filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee also has the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

F. Personnel records shall be considered confidential. The Board shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association in response to timely and reasonable requests information in the public domain relevant to negotiations or grievance processing or that which could directly affect members of the Association.

B. Whenever any representative of the Association or any employee is required by the Board to participate during working hours in grievance procedures or meetings, s(he) shall suffer no loss in pay.

C. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations or be during any individually assigned work schedule.

D. The Association and its representatives shall have the privilege of using school facilities for after school use with prior notification and approval of the Superintendent/Business Administrator. The Superintendent/Business Administrator will retain the right to regulate after school use of school facilities and will designate the time and place of meetings within the building so as not to interfere with other scheduled activities. The Association shall be responsible for payment for extra janitorial service and service costs.

E. The Association shall have in each school building use of an Association supplied bulletin board. Should the administration object to any posted material, the Association agrees, after being informed as unsuitable, that it shall be removed and subject to the grievance procedure.

F. The Association shall have the use of assigned school mailboxes. Placement will be made by the authorized representative of the Association or his/her designee. Materials placed in mailboxes shall bear the name of said representative or of the Association. A copy of all materials placed in mailboxes shall be submitted to the building principal.

G. The Board and the Association agree that during the life of this contract, no RIF (reduction in force) will take place without prior notification of the Association. If such RIF is necessary, it shall be done in accordance with NJ Law. Any employee so dismissed will be placed on a recall list.

H. The Board will develop and forward to the Association president each year a seniority list from the official date of employment for all eligible employees as of September 15.

I. A meeting to discuss concerns of such distinct nature that they are outside of the realm of resolution by an immediate supervisor and/or principal can be requested by an officer of the Association with the Superintendent/Business Administrator at a mutually agreeable time. The initiations of such a meeting would be to keep organizational lines of communication open,

but it must be insured that organizational protocol and procedure is followed (e.g., the purpose cannot be to overstep organizational lines of authority of principals, supervisors or foremen).

ARTICLE V

SALARIES

A. The salaries of all employees covered by this agreement are set forth in the Salary Guide which is attached hereto and made a part hereof.

B. All employees will be placed on a semi-monthly pay program.

C. Checks will be available or mailed to employees no later than the last day of June for 10-month employees.

D. A summer pay plan will be available for all 10-month employees.

E. Employee Compensation for wages shall be increased by an average of 4.566 percent for the three years (09/10 – 11/12) of the contract.

ARTICLE VI

INSURANCE PROTECTION

For the purpose of this article, an eligible employee is defined as one who is contracted to work a minimum of thirty (30) hours per week.

A. The Board of Education, for the duration of the contract, will pay for preferred provider dependent coverage under *Horizon Blue Cross/Blue Shield of New Jersey* at the rate of 100% or equivalent plan/coverage mutually investigated and agreed upon. If an employee elects a medical insurance plan other than the preferred provider plan, the employee shall be responsible for the payment of the difference between the two premiums. This shall be collected by the Board of Education through payroll deduction pro-rated per pay period.

B. The Board of Education, for the duration of the contract, will reimburse for family coverage of dental work, in accordance with the guidelines/procedures in the dental agreement developed jointly by the Board of Education and the HHEA. This agreement will be self-sustaining and the amount to be reimbursed is in accordance with the provision of said agreement.

C. The Board reserves the right to change insurance carriers as long as substantially similar benefits are provided. The Association agrees that should there be any changes in the

medical or dental benefits with the Haddon Heights Education Association, either party may reopen negotiations on these specific benefits.

D. An employee who is eligible for dependent coverage may elect not to obtain dependent health insurance coverage through the Board of Education. The employee shall notify the Superintendent of his/her election to opt-out of coverage by May 1 of each year. An employee's election shall be effective September 1. At the time of election, the employee shall sign a disclosure notice evidencing that any monies received are non-pensionable; taxable; subject to withholding taxes; understanding the risk of non-coverage; and such other notices and/or disclaimers as deemed required by the Board of Education. If an employee elects to opt-out of coverage, the employee may obtain coverage at a later date, when eligible, as defined by the health insurance plan and regulations then in effect. If an employee elects to opt-out of coverage, the following allowances will be granted:

- an employee opting out of family coverage and retaining no coverage will receive \$4,000.00
- an employee opting out of family coverage and retaining single coverage will receive \$2,000.00
- an employee opting out of husband/wife coverage and retaining no coverage will receive \$3,000.00. If retaining single coverage, the employee will receive \$1,500.00
- an employee opting out of parent/child coverage and retaining no coverage will receive \$2,000.00. If retaining single coverage, the employee will receive \$1,000.00

If an employee re-enters the plan before twelve (12) months have elapsed from the selection to opt-out, the employee shall reimburse the Board for the payment received on a pro-rata basis. This reimbursement will be by payroll deduction. Payment to the employee will be in two (2) payments, with one payment on December 30 and the second payment on June 30.

E. Family coverage will be made available to only one member of a married Haddon Heights couple. The other member may select single coverage or opt out of coverage. Two currently married Haddon Heights employees (as of July 1, 2006) may retain dual family coverage if so covered as of this date. All new single employees must select Direct Access as their base plan without cost.

ARTICLE VII

TRANSFERS AND ASSIGNMENTS

A. A notice of the vacancy in all existing positions or newly created positions shall be posted on Association official bulletin boards, in each school, within fifteen (15) days after the vacancy can be made known as determined by the Superintendent of Schools, giving due consideration to transfers, upgrading, retirement and/or category assignments. Employees within

the district will be considered based on qualifications for that particular category for all positions prior to the public posting of the position.

B. An employee who desires a change in assignment or who wishes to transfer to another building, may file a written request of such desire with the Superintendent not later than the first of the month. Such statement shall include the position to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred in order of preference. The aforementioned statement of desire is non-binding and is for considerational or informational purposes only.

C. Notice of involuntary transfer or assignment should be sent, in writing, to the employee as soon as practical and, except in cases of emergency, not later than two weeks before reassignment. The reason for the change in assignment or school location will be discussed in a meeting between the employee involved and the building supervisor/principal and/or Superintendent, where applicable.

D. It is the exclusive province of the Board to determine matters relating to promotion, transfers and reassignments. Such decisions of the Board shall not be subject to the grievance procedure of this agreement.

ARTICLE VIII

EMPLOYEE EVALUATIONS AND DISCIPLINE

A. All evaluations of an employee shall be made openly and with the knowledge of the employee.

B. Following an evaluation of an employee's performance, a written report shall be made. If the employee disagrees with the evaluation, (s)he may indicate, under his/her signature within five (5) days, a statement indicating specific reference in which there is disagreement. This shall become part of the employee's official record. The signature of the employee signifies that (s)he read the evaluation and made comments.

C. Periodic work status reports will be written throughout the year as the need exists with the knowledge of the employee. These reports can consist of job progress reports, commendations, reprimands and any other written documentation and will be acknowledged by the employee and placed in his/her personnel file. For any negative material, the employee has the right to present a rebuttal which will be attached to the appropriate document.

D. Employees have the right, once a year, to review with the Superintendent their personnel file under reasonable and timely conditions established by the Superintendent. The employee retains the right to petition to remove any documents from his/her file, excluding formal observations and evaluation reports. Such petition to remove documents may be submitted to the grievance procedure.

ARTICLE IX

PROFESSIONAL DEVELOPMENT

Professional Development. The Board of Education will refund to employees the tuition cost of work related courses taken under the following conditions:

A. The employee must have prior written approval by the Superintendent before taking any course in order to be eligible for reimbursement. The proper request form must be utilized for reimbursement (e.g., by submission of the Tuition Reimbursement form).

B. The courses shall not be a repetition of ones previously taken and must be realistically related to job area.

1. Secretaries may take courses, workshops and seminars to improve their skills.
2. Custodians may improve their skills or expand their knowledge of job related skills (e.g., electrician, maintenance, carpentry, etc.)
3. Bus drivers shall be reimbursed for their license, physicals given by school doctor, defensive driving courses or other related programs by the Board.
4. Teacher aides may take courses, workshops, or seminars which will improve their performance in their school related duties.
5. Any support staff employee who is qualified to substitute shall be compensated at the greater daily rate for each day he/she is utilized (e.g., when support staff regular daily rate is more than the substitute daily rate, the employee will be compensated at the higher rate).

C. The course must have been taken while the employee was in the employ of the Board.

D. The Board will fully refund the cost of tuition, course textbooks and related fees, to a maximum of \$700.00 for any one employee in a single twelve (12) month period. The Board's obligation for this benefit shall not exceed \$7,000.00 per year. Reimbursement shall be pro-rated so that the Board's obligation is not exceeded in any one contract year. Such refunds will be made in the fall for courses taken the preceding year (e.g., September 1 to August 31 – 12 months), to employees still in the Board's employ, upon presentation to the Superintendent indicating successful completion of the course(s) on the approved tuition reimbursement form, receipted tuition bill and transcript of credit (to be submitted no later than September 5th of the reimbursement year). All records of courses shall become part of the employee's record. Reimbursement will be made by October 15th.

- E. Black seal stipend shall be \$800.00 unless an employee holding the same works equal to or in excess of twelve (12) overtime hours during the contract year. In such a situation, the stipend will be increased to \$900.00 for that contract year.

ARTICLE X

LEAVES OF ABSENCE

A. Sick Leave. All twelve (12) month employees under contract shall be entitled to twelve (12) days sick leave and all ten (10) month employees will be entitled to ten (10) days sick leave as of the first contract day of the fiscal year whether or not they report for duty on that day. Unused sick days shall be accumulated from year to year with no maximum limit.

Whenever an employee's absence due to personal illness exceeds the annual sick leave and accumulated sick leave days, the Board of Education may, at its discretion, permit additional days for an extended illness on a case-by-case basis.

Any employee who has ten (10) years of service in the Haddon Heights School District and retires from the school district after June 30, 1991, shall be reimbursed at a rate of \$25.00 for each day of accumulated unused sick leave up to a maximum of 100 days. Employees would become eligible for this benefit only upon full service retirement age or conditions or disability retirement as established by the Public Employees Retirement System. In the event of the death of an eligible employee after retirement, the payment would be made to the employee's estate. Any employee who retires by June 30, 2011 will be entitled to receive reimbursement at a rate of \$25 per day up to a maximum of 150 days.

A committee of representatives from the BOE and HHEA will meet to mutually develop terms and language for a sick day bank.

B. Personal Leave of Absence. The Board realizes that emergencies other than illness occasionally make it necessary for employees to be absent from school. The Board establishes the following list as maximum days employees may be absent for other acceptable reasons during a school year and is, therefore, not accumulative. Such leave may be granted at the discretion of the Superintendent upon advance written request.

1. An allowance of up to five (5) days leave shall be granted for death in the immediate family. Immediate family may be considered: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law and maternal/paternal grandparents.
2. An allowance of up to three (3) days leave shall be granted for serious illness in the immediate family. (Immediate family same as (1) above)
3. An allowance of up to three (3) days leave shall be granted for the death of a relative other than above.

4. An allowance of up to three (3) days leave with prior approval of the Superintendent may be granted for emergencies of a personal nature. These days are for personal business which cannot be handled outside of work hours. If the reason for personal business is considered by the employee to be of such a confidential nature, the reasons for the request shall then be submitted directly to or discussed directly with the Superintendent. Any unused personal days shall be converted to sick days.
5. Educational leave may be granted with prior approval of the Superintendent for:
 - (a) Attendance at conferences for technical improvement.
 - (b) Representing the Haddon Heights School District at civic, public or educational meetings.
 - (c) Visiting other related work areas out-of-district for self-improvement as assigned by the Superintendent/Business Administrator.

For the protection of the employee and proper payroll procedures, every absence must be accounted for in writing and reported to the Superintendent's office on the proper form.

Absences not covered by any of the above provisions will cause salary reductions on a pro-rated basis for each classification consisting of the number of work days for that year for that classification.

C. Maternity Leave/Parent Leave

(1) A pregnant teacher may apply for a leave of absence. Upon request, such leave shall be granted prior to the anticipated date of birth and may continue for a reasonable period of time to a specific date following birth as set forth herein or in accordance with Board Policy. A pregnant teacher shall be entitled to use sick leave pursuant to the provisions of the negotiated agreement and in accordance with the Family Leave Act for pregnancy related illness or disability. Any leave of absence granted hereunder shall be without pay or benefits unless such pay and/or benefits are specifically provided in this Article or the Family Leave Act for pregnancy related illness or disability.

Maternity leave shall be subject to the following conditions:

(a) A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed but not later than 120 days before the anticipated date of birth.

(b) A request for maternity leave shall include a statement from the physician confirming the pregnancy and anticipated date of birth. The request shall also state whether the leave requested is without pay and/or benefits; sick leave for maternity related disability or illness; or pursuant to the Family Leave Act.

(c) A teacher is entitled to use sick leave for pregnancy related illness or disability for the time period which shall not commence prior to twenty (20) days before the anticipated date of birth and shall terminate no later than twenty (20) days subsequent to the date of birth. If a teacher has insufficient sick leave to cover the period prior to twenty (20) days before through twenty (20) days subsequent to the date of birth, then the leave shall be without pay or benefits unless contrary to the Family Leave Act.

(d) Any teacher seeking a leave of absence hereunder shall apply to the Board for said leave to begin at any time prior to birth. At the time of application, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board will require a certificate from a physician in support of the requested leave dates. The physician's certificate is subject to agreement by the Board's physician.

Where medical opinion is supportive of leave dates requested, such leave will be granted except that the Board may change the requested dates upon finding that the granting of a leave for those dates would interfere with educational continuity and provided that such date change by the Board is not medically contra-indicated.

The commencement or termination of such dates may be further extended or reduced for medical reasons upon application to the Board. The Board will require a certificate from a physician in support of this request. The physician's certificate is subject to agreement by the Board's physician. Such extension or reduction will be granted for a reasonable period of time except that the Board may change the requested date upon finding that such extension or reduction would interfere with educational continuity and that such date change by the Board is not medically contra-indicated.

(e) Unless a different date is specifically permitted under this Article or the Family Leave Act, the termination date of a leave of absence hereunder shall be September 1st or the beginning of the second semester only. Notification of intent to return from Maternity Leave, or resignation, shall be made in writing to the Superintendent of Schools sixty (60) days prior to the scheduled termination of the leave of absence. Teachers returning to employment in September shall give notice to the Superintendent no later than April 15th prior thereto. Failure to notify of intent to return as specified herein will be deemed a waiver by the teacher of her right to return to duty.

(f) After the fifth month of pregnancy, the teacher shall furnish the Superintendent, every thirty (30) days, with a certificate from her attending obstetrician or gynecologist stating that she is physically capable of performing the duties of her position.

(g) A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.

(h) Notwithstanding the language herein, a request for a finding by a principal or other administrator that the teacher's pregnancy interferes with the performance of her duties

shall be documented in writing and referred through the Superintendent to the Board of Education. The Board may require the teacher to submit to a medical examination by a physician selected by the Board. The Board shall, upon recommendation of the Superintendent and within its discretion, make a determination as to the ability of the teacher to perform her duties.

(i) Notwithstanding the language herein, a request for a finding by a principal or other administrator that the teacher's condition after return from childbirth or pregnancy related illness or disability interferes with the performance of her duties shall be documented in writing and referred through the Superintendent to the Board of Education. The Board may require the teacher to submit to a medical examination by a physician selected by the Board. The Board shall, upon recommendation of the Superintendent and within its discretion, make a determination as to the ability of the teacher to perform her duties.

(j) Any leave of absence granted a non-tenured (probationary) teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.

(k) Except as provided herein, no teacher shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return.

(l) Time spent on maternity leave shall not count towards fulfillment of time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority or leave accrual of any sort.

(m) All benefits to which teachers were entitled at the time the leave hereunder commenced and which are still available to teachers at time of return, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to teachers returning from leave hereunder; and they shall be assured their original position or similar position within their area of interests, abilities and training following completion of leave hereunder, provided they notify the Superintendent of Schools of their interest to return prior to February 1st.

(2) A tenured teacher may request a parental leave of absence. Any leave of absence granted hereunder shall be without pay and/or benefits unless such pay and/or benefits are specifically provided in this Article or the Family Leave Act. Parental leave of absence is limited to the following circumstances and conditions:

(a) Any tenured teacher who adopts an infant may receive a leave without pay and/or benefits for up to one year for the purpose of caring for the infant. The leave shall commence upon receiving de facto custody of the infant or sooner if necessary to fulfill the requirements for the adoption.

(b) Any tenured teacher may receive a leave without pay and/or benefits for up to one year for a serious, chronic illness of a child, spouse or dependent parent or dependent sibling.

(c) Any tenured teacher who becomes a biological parent may receive a leave without pay and/or benefits of up to one year for the purpose of caring for the infant.

(d) The Board reserves the right to set the term of the leave requested hereunder within reasonable limits in the best interest of the schools.

(e) A teacher shall notify the Superintendent of his/her request for leave hereunder no later than 120 days before the anticipated start of such leave.

(f) Time spent on parental leave shall not count towards fulfillment of time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority or leave accrual of any sort.

(g) All benefits to which teachers are entitled at the time the leave hereunder commenced and which are still available to teachers at time of return, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to teachers returning from leave hereunder; and they shall be assured their original position or similar position within their area of interests, abilities and training following completion of leave hereunder, provided they notify the Superintendent of Schools of their interest to return prior to February 1st.

3. Leave for military reasons, up to ninety (90) days, will be granted by the Board as ordered by action of the Adjutant General's Office to any regular employee who is a duly qualified member of the reserved components of the armed forces and who is called into temporary active duty, provided such obligation cannot be fulfilled on days when work is not scheduled. During the leave, employees shall receive their regular salary in addition to any salary they receive from the state or federal government.
4. Other leaves of absence, without pay or benefits, may be granted by the Board at its sole discretion which, in its opinion, are for good cause.

D. Extended Leaves of Absence. Occasionally, it is necessary for employees to be absent for long periods of time, generally as a result of emergencies or other circumstances beyond the control of the employee.

The following provisions are set to guide the manner in which certain emergencies are to be treated. For the purposes of this section, an eligible employee is defined as an individual who is not a probationary employee.

1. Pension and other employment rights of employees who shall enter active military service shall be protected.

Any leave of absence granted an employee hereunder may not be extended beyond the end of the contract year in which the leave is obtained.

- E. An employee on day or night shift who is required to serve as a member of a jury or receives a court subpoena shall receive full pay for such days, less the remuneration received for such service. Members who work the night shift shall not be required to work on a day when they have served on jury duty.
- F. An employee who is assaulted or receives any injury related to his/her employment shall immediately report said assault or injury to his/her immediate supervisor. The assaulted or injured employee may be required to report to the school doctor at Board expense or to a doctor of his/her choice at the employee's expense.

ARTICLE XI

DEDUCTIONS FROM SALARY

Employee authorized payroll deductions from salary may be made for any of the following reasons:

- A. Contribution to tax sheltered programs determined by the Board and Association.
- B. A disability insurance company.
- C. The annual dues for the Haddon Heights Education Association, Camden County Education Association, National Education Association.
- D. Employee contributions to credit union programs determined by the Board and the Association as authorized by the employee.
- E. In the event that the Board agrees to allow the Haddon Heights Education Association to collect a representation fee, the Association will be permitted to collect an appropriate fee based on statute, procedures and regulations from those individuals who are represented by the Association but who do not have member status.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. If any provision of this agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of that provision not voided shall continue in full force and effect.
- B. Copies of this agreement shall be copied at the shared expense of the Board and Association and presented to all unit employees employed by the Board.

C. No employee will use his/her private vehicle to do any form of district work without prior consent/authorization of the Superintendent/Business Administrator. If prior permission is granted for private vehicular use to perform district work, said employee will be compensated at the current IRS rate per mile for the duration of this contract. In accordance with policy #3541.31, when using privately owned vehicles, the insurance carrier of the Board is responsible for liability insurance only after the owners' benefits have expired. Whenever an employee's vehicle is damaged in a collision, accident or through vandalism that occurs in the course of authorized use of the vehicle for approved school purposes, the district shall reimburse the employee only the deductible portion of the employee's auto insurance, up to a maximum of \$500.00. Employees who use their cars for school business must have their vehicle insured in the amount statutorily required by the State of New Jersey.

D. The Board shall initially, upon employment, provide each custodial employee with three (3) complete uniforms. Due to normal wear/tear or size change, a uniform can be replaced upon turn in of the uniform, as determined by the Business Administrator.

E. Schedules shall be developed and utilized after completion of negotiations and put into force immediately July 1. Should negotiations go beyond July 1, all previous conditions will continue in effect until ratification of this contract. All benefits and monies negotiated will be retroactive to July 1.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Definition. A grievance shall mean a complaint by an employee or group of employees that there has been to him/her or them, or to the Association, an inequitable, improper or unjust application, interpretation or violation of Board policy, this agreement or administrative decision.

B. Purpose. To provide procedure and guidance for the implementation of a grievance system for eligible employees covered by this contract to process a grievance. It is agreed that these proceedings will be kept confidential.

C. Objectives.

1. To provide a four-step administrative grievance system for eligible employees of the Board of Education.
2. To provide specific guidance on how to prepare and file a grievance.
3. Define the obligations of the grievant and the administration.

D. Rights of the Grievant.

1. Any individual(s) processing a grievance under this system is guaranteed freedom from restraint, interference, coercion, discrimination or reprisal.
2. The grievant has the right to be accompanied, represented and advised by a representative of his/her own choosing.

E. Rights of the Representative.

1. Any representative duly appointed by the Association is provided freedom from restraint, interference, coercion, discrimination or reprisal.
2. The representative is authorized fifteen (15) working days from the time when the grievant knew of its occurrence to present the grievance. The representative must be an eligible employee of the district in a work status or an NJEA employed representative.

F. Grievance Filing Procedures.

1. The grievance (informal) shall first be taken up orally with the first line supervisor(s). Matters not included in the original grievance procedure shall not be addressed in a subsequent step for the same grievance. The first line supervisor(s) shall meet with the grievant as soon as possible, and render an oral decision within fifteen (15) working days from the date of notification of the grievance.
 - a. It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable regulations of the Board until such grievance and any effect thereof shall have been duly determined.
2. If the grievance is not resolved at Step 1, the grievance will be submitted in writing (see sample form attached) to the second level supervisor within fifteen (15) working days. This supervisor will meet with the first line supervisor(s) and the grievant within fifteen (15) working days. A written decision will be furnished to the grievant within fifteen (15) working days after this meeting.
3. If the grievance is not resolved at Step 2, the grievance shall be referred to the Superintendent of Schools within fifteen (15) working days after receipt of the decision in Step 2. The Superintendent shall meet with the grievant and the representative concerned within fifteen (15) working days after receipt of grievance. A written decision will be rendered within fifteen (15) working days after the meeting and will be provided to the aggrieved employee, representative and appropriate supervisor(s).
4. If the grievance is not resolved at Step 3, the grievant, not later than fifteen (15) working days after receipt of the Superintendent's decision, may request a review

of the Board. The request shall be submitted in writing through the Superintendent who shall attach all related material and present the request to the Board or a committee thereof. Except for those matters for which a specific method of review is prescribed by policy, expressly set forth by law or regulation of the State of New Jersey Commissioner of Education, or a complaint of a probationary employee, the Board, or committee thereof will review the grievance, the decisions issued and shall hold a hearing with the grievant and his/her representative. The Board will render a decision in writing and forward copies thereof to the grievant, representative and appropriate supervisors within thirty (30) working days. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and the grievant wishes review by a third party, the grievant shall notify the Association within fifteen (15) days of receipt of the Board's decision. The Board and Association shall attempt to select a mutually acceptable third party.

5. All references to timelines shall be considered as consecutive and shall not be deemed concurrent.

G. Guidelines for Acquisition of a Third Party.

1. A joint request will be made by the Board and the Association to a mutually agreed upon third party (P.E.R.C.).
2. The costs for services of the third party, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring the expenses. In the event a fee is incurred due to a cancellation of the hearing, the party who canceled the hearing shall be liable for the full fee for that canceled hearing.
3. All meetings and hearings under this procedure shall be considered private, shall be held after work hours and include only those individuals requested to be present by either party as they relate to the grievance.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. Arbitration will be advisory by nature and not binding on either party since in accordance with N.J.S.A. 34:13A-29A of the NJ Employer/Employee act, either party has the right to appeal the decision to P.E.R.C. which would be binding in any dispute regarding discipline or reprimands.

H. Time Limits.

1. A grievance to be considered under the procedure must be initiated by the employee within fifteen (15) working days from the time that the employee knew of its occurrence except where the employee was not aware of the act causing the grievance.
2. All time limits provided for herein may be extended by mutual agreement for valid reasons, provided a request for extension of time is presented to the appropriate supervisor prior to the expiration of the prescribed time limit.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal of the decision.
4. The number of days indicated at each level of the procedure shall be considered as a maximum and all parties shall attempt to expedite the process whenever possible.

I. Cancellation of Grievance.

A grievance may be canceled:

1. At the written request of the grievant.
2. Upon termination of the grievant's employment with the district, unless there are actions pending which affect the employee's entitlements or pay.
3. Upon the death of the employee, unless the grievance involves a matter of monetary entitlements to beneficiaries.
4. If the employee does not proceed with the advancement of the grievance as outlined in Section H.

FORMAL GRIEVANCE PRESENTATION

Date _____

To: _____
Appropriate Deciding Supervisor

Name of Grievant*: _____

Position: _____

Position Location: _____

I/We first presented this grievance informally to my/our immediate supervisor on

_____.
Date/Time

My/Our immediate supervisor is _____.

I/We have discussed this latter with this individual/group and he/she/they has/have agreed to act on my/our behalf.

Signature

Date

Instruction: Execute and sign two (2) copies.

Distribution: Management official (second level supervisor); employee.

ARTICLE XIV

WORK HOURS SUPPORT STAFF

Work hours of support staff employees shall be as follows:

A. Custodians' work shift will be eight (8) hours, fifteen (15) minutes including a thirty (30) minute duty free (except in an emergency) lunch break and one (1) fifteen (15) minute coffee break. Starting times, lunch and break times shall be established by the employer.

B. Secretaries' work shift will be eight (8) hours including a one (1) hour duty free (except in an emergency) lunch break and one (1) fifteen (15) minute coffee break during the school day. During summer hours, the work shift will be nine and one quarter (9 ¼) hours including a forty-five (45) minute lunch break and one (1) fifteen minute coffee break daily. Starting times, lunch and break times shall be established by the employer.

C. Secretaries will not be required to attend work on inclement weather days when school is closed. The secretaries' workday will end one half-hour after the teachers' workday on in-service days.

D. All aides shall work the same hours and shall be entitled to the same amount of time for lunch as the teaching staff of the level (high school or elementary) to which they are assigned. All aides newly hired as of September 1, 2006, shall receive compensation at an hourly rate of \$13.50 for 2006-2007, \$14.00 for 2007-08, and \$14.50 for 2008-09. All aides under the employ of the district as of December 30, 2005, shall remain at their current rate with an increase of \$.50 per hour per year.

When additional hours are needed to be worked by aides in order to meet educational and/or programmatic needs, such increases in the hours of aides may be considered on the basis of seniority where feasible. Such efforts will not include any increase in hours which would change any part-time staff member to a full-time status. Any change in the status of a part-time employee to full-time status may be made at the discretion of the Superintendent.

E. Due to variability in scheduling routes, each bus driver's established schedule will be assigned by the Superintendent/Business Administrator. Each bus driver will receive his/her schedule by the first day of school with the exception of schedule changes dictated by emergency or student placement.

F. Summer hours for all employees shall become effective upon notification by the Superintendent/Business Administrator.

ARTICLE XV

EXTRA PAY FULL-TIME SUPPORT STAFF

A. Overtime for full-time employees will be payable at the rate of one and one half (1½) times the hourly rate for all work beyond the normal work week for those groups as referenced in Article XV, Sections A and B. This overtime rate shall be in effect for weekday and Saturday overtime. Sunday and scheduled holiday overtime shall be payable at the rate of two (2) times the hourly rate. For the purposes of calculating hourly rates, twelve month employees will be considered to have worked 240 days per year and ten month employees will be considered to have worked 200 days per year. Full-time employees who work overtime will be allowed one fifteen (15) minute break to be taken during each four (4) hour consecutive period of time worked. The employee will still be paid for the full 4 hour period.

B. If any custodian is required to report to work before or to report back after his/her normal work shift as authorized by his/her supervisor or by a police emergency, he/she shall receive a minimum of two (2) hours pay at his/her daily hourly rate. If the emergency exceeds one (1) hour, the employee will be entitled to the overtime rate.

C. If an employee has an unauthorized absence in the week in which he/she is to work overtime, the overtime rate will not be in effect until those hours missed have been recovered.

D. If overtime is available within a building, employees in that building, including the foremen, will have the right of first refusal. The Board reserves the right to assign overtime on a rotating basis based on qualifications and seniority.

EXTRA PAY PART-TIME SUPPORT STAFF

E. All work beyond a bus driver or part-time staff's schedule shall be offered on a rotating basis. Overtime for part-time workers will be payable at the rate of one and one half (1½) the hourly rate and will begin after a combined eight (8) hour shift or forty hours in any one week. If any overtime includes a Sunday or scheduled holiday, then the rate compensated shall be twice the hourly rate.

ARTICLE XVI

HOLIDAYS SUPPORT STAFF

A. Payment for holidays for aides, custodians and secretaries is included in their annual salaries.

Custodians – Although they receive no additional compensation for holidays unless worked, custodians are entitled to the following days off:

New Year's Day
 Martin Luther King Day
 President's Day
 Good Friday
 Easter Monday
 Memorial Day
 Fourth of July
 Labor Day
 Thanksgiving Day
 Thanksgiving Friday
 Christmas Eve
 Christmas Day

B. If a holiday listed in Section A occurs on a weekend day, employees shall receive the day before or day after as a holiday as determined by the Superintendent/Business Administrator.

WORK YEAR – SUPPORT STAFF – TEN MONTH EMPLOYEES

C. Ten month secretaries' work year shall be from September 1 – June 30. All secretaries shall work the school calendar when school is in session. On single session days (the day prior to the winter break and the day prior to Thanksgiving break), all secretaries will be required to work a five hour day without lunch. These hours will begin with their normal start time. However, in an emergency situation when administrators are required to work during a time that school is normally not in session, secretaries may be required to work.

D. Teacher aides shall work the school calendar.

E. Bus drivers will be paid only for hours actually worked. A thirty (30) minute warm-up time will be included in the run.

MISCELLANEOUS PROVISIONS

F. Where possible, custodial staff shall work the day shift when students and staff are on recognized breaks in the school schedule (e.g., Christmas, Easter and summer). Cases of hardship or emergency will be considered as exceptions and on a case-by-case basis.

G. Custodians and bus drivers may attend the NJEA Convention for one day, alternating days, as a professional day. Neither all bus drivers or custodians may attend the convention on the same professional day (50-50 split). The procedure for obtaining a professional day for the Convention is the same as for any assigned professional day as follows:

1. The day must be requested on the proper form.
2. The day must be approved by the Superintendent/Business Administrator.
3. Proof of attendance and write-up must be submitted.

H. The night-shift (3 PM – 11 PM) Support Staff employees will be allowed to “call-out” by calling Mark Stratton or a secretary in the BOE office if they are going to be absent for their work-shift that day.

ARTICLE XVII

VACATIONS SUPPORT STAFF

A. All twelve (12) month employees shall receive vacation in accordance with policy #2130.3.

B. All vacation time must be scheduled in advance and is subject to the approval of the Superintendent/Business Administrator. All vacations shall be considered in accordance with seniority status.

C. Vacation requests from September 1 to June 15 will be limited to one week (Custodians/Maintenance). Any additional time may be granted by the Superintendent or Business Administrator.

D. Twelve (12) month secretaries who have accumulated three or more weeks vacation may use a maximum of one (1) week during the school year.

E. Vacations must receive approval of the employee’s immediate supervisor at least four (4) weeks in advance of the beginning date of leave (special consideration may be given to emergencies; i.e., family illness, etc.).

F. Requests for vacation must be made in duplicate on the appropriate request form. One signed copy will be returned to the employee as soon as a decision has been made.

ARTICLE XVIII

EMPLOYMENT PROCEDURES SUPPORT STAFF

A. All employees shall receive thirty (30) days notice for dismissal and shall be entitled to all earned vacation days.

B. Any employee dismissed shall be entitled to appeal his/her dismissal; in accordance with the provisions of the Grievance Procedure.

C. Any employee who wishes to resign shall give thirty (30) days notice and shall be entitled to all earned vacations. In the event such notice is not given by the employee, said employee shall forfeit such earned vacation time.

D. Any newly hired support staff member shall have a ninety (90) day probationary period and shall not be permitted to utilize the grievance procedure.

E. Any employee who moves from a ten (10) month position to a twelve (12) month position shall receive credit for all time earned for the purpose of vacation time and seniority. Any part-time employee who moves to a full-time position shall receive pro-rated credit for the time employed (e.g., ten (10) years half time equals five (5) years full-time).

ARTICLE XIX

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2009 and shall continue in effect until midnight, June 30, 2012. This agreement shall not be extended by written or oral agreement and is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers all as of the day and year first written above.

ATTEST:

BOARD OF EDUCATION
BOROUGH OF HADDON HEIGHTS
NEW JERSEY

Secretary

BY: _____
President

Date

ATTEST:

HADDON HEIGHTS
EDUCATION ASSOCIATION

Secretary

BY: _____
President

Date

SUPPORT STAFF SALARY GUIDE 12/22/09 (Read Diagonally)

Secretaries 10 Month

Fiscal Year	2009-2010	2010-2011	2011-2012
Level	Salary	Salary	Salary
1	\$22,500	\$23,300	\$23,800
2	\$23,000	\$23,700	\$24,400
3	\$23,500	\$24,200	\$24,900
4	\$24,000	\$24,800	\$25,300
5	\$24,400	\$25,300	\$25,900
6	\$24,800	\$25,900	\$26,500
7	\$25,200	\$26,200	\$27,100
8	\$25,800	\$26,600	\$27,500
9	\$26,700	\$27,300	\$28,200
10	\$27,780	\$28,280	\$28,780
11	\$28,500	\$29,400	\$29,810
12	\$30,200	\$30,200	\$30,940
13	\$31,100	\$31,800	\$31,800
14	\$32,050	\$32,900	\$33,300
15	\$33,600	\$33,950	\$34,700
16	\$35,000	\$35,500	\$35,750
17	\$36,000	\$36,700	\$37,200
18	\$37,600	\$38,600	\$39,000

Secretaries 12 Month

Fiscal Year	2009-2010	2010-2011	2011-2012
Level	Salary	Salary	Salary
1	\$26,700	\$27,800	\$28,300
2	\$27,200	\$28,400	\$29,000
3	\$27,700	\$28,700	\$29,700
4	\$28,300	\$29,100	\$30,000
5	\$29,300	\$29,700	\$30,500
6	\$30,550	\$30,700	\$31,100
7	\$31,750	\$32,300	\$32,400
8	\$32,100	\$33,500	\$34,150
9	\$33,600	\$33,600	\$35,350
10	\$35,100	\$35,400	\$35,700
11	\$36,500	\$36,800	\$37,200
12	\$38,300	\$38,500	\$38,600
13	\$39,900	\$40,300	\$40,300
14	\$41,750	\$41,900	\$42,100
15	\$43,800	\$43,800	\$43,800
16	\$45,500	\$45,700	\$45,700
17	\$46,200	\$47,600	\$48,000
18	\$47,000	\$48,500	\$50,080

SUPPORT STAFF SALARY GUIDE 12/22/09 (Read Diagonally)

Accounts Payable/Payroll

Fiscal Year	2009-2010	2010-2011	2011-2012
Level	Salary	Salary	Salary
1	\$31,200	\$31,700	\$32,200
2	\$32,400	\$32,900	\$33,400
3	\$33,700	\$34,000	\$34,500
4	\$35,500	\$35,500	\$35,500
5	\$37,500	\$37,500	\$37,500
6	\$38,898	\$39,150	\$39,150
7	\$39,600	\$41,101	\$41,125
8	\$39,800	\$41,700	\$43,446
9	\$41,450	\$42,100	\$43,800
10	\$43,300	\$43,500	\$44,100
11	\$45,400	\$45,400	\$45,400
12	\$46,900	\$47,150	\$47,250
13	\$48,400	\$49,328	\$49,328
14	\$49,900	\$50,250	\$51,750
15	\$51,400	\$51,750	\$52,250

SUPPORT STAFF SALARY GUIDE 12/22/09 (Read Diagonally)

Skilled Maintenance

Fiscal Year	2009-2010	2010-2011	2011-2012
Level	Salary	Salary	Salary
1	\$27,600	\$28,100	\$28,600
2	\$28,100	\$28,700	\$29,500
3	\$29,100	\$29,400	\$29,900
4	\$30,400	\$30,600	\$30,800
5	\$31,900	\$31,900	\$31,900
6	\$32,200	\$33,200	\$33,400
7	\$33,000	\$33,960	\$34,300
8	\$33,700	\$34,500	\$35,600
9	\$34,850	\$35,100	\$35,900
10	\$36,225	\$36,400	\$36,600
11	\$37,200	\$38,100	\$38,100
12	\$38,300	\$38,700	\$39,900
13	\$39,500	\$39,800	\$40,300
14	\$40,700	\$41,000	\$41,400
15	\$42,000	\$42,400	\$42,800
16	\$42,950	\$43,650	\$44,200
17	\$44,000	\$44,400	\$45,200
18	\$45,100	\$45,600	\$46,200
19	\$46,400	\$46,600	\$47,300
20	\$48,000	\$48,500	\$49,000
21			
22			
23			
24			
25			
26			
27			
28			
Skilled Maint.	**\$53,900	**\$56,200	**\$58,500
Off Guide	****\$61,500	****\$64,000	****\$66,400

SUPPORT STAFF SALARY GUIDE 12/22/09 (Read Diagonally)

Custodians & Grounds

Fiscal Year	2009-2010	2010-2011	2011-2012
Level	Salary	Salary	Salary
1	\$25,100	\$26,100	\$26,800
2	\$25,800	\$26,600	\$27,300
3	\$26,330	\$27,300	\$27,900
4	\$27,000	\$27,900	\$28,400
5	\$28,120	\$28,400	\$29,520
6	\$28,480	\$29,750	\$29,850
7	\$29,320	\$30,150	\$31,390
8	\$30,850	\$30,850	\$31,750
9	\$32,140	\$32,340	\$32,340
10	\$33,470	\$33,900	\$33,900
11	\$34,825	\$34,975	\$35,600
12	\$36,075	\$36,600	\$36,600
13	\$36,920	\$37,900	\$38,350
14	\$38,470	\$38,570	\$39,700
15	\$40,370	\$40,370	\$40,370
16	\$41,780	\$42,080	\$42,080
17	\$42,670	\$43,700	\$43,700
18	\$44,165	\$44,265	\$45,590
19	\$44,600	\$46,100	\$46,100
20	\$46,800	\$47,000	\$48,300
	2009-2010	2010-2011	2011-2012
off-guide:	\$48,370 (retired)		
off-guide:	\$53,475	\$55,850	\$58,150
off-guide:	\$53,900	\$56,200	\$58,500

SUPPORT STAFF SALARY GUIDE 12/22/09 (Read Diagonally)

Present Aides Employed prior to July 1, 2006	09-10	10-11	2011-2012
	<u>Per Hour</u>	<u>Per Hour</u>	<u>Per Hour</u>
	\$20.32	\$20.77	\$21.22
New Aides Employed on or after July 1, 2006	09-10	10-11	2011-2012
	<u>Per Hour</u>	<u>Per Hour</u>	<u>Per Hour</u>
	\$14.95	\$15.40	\$15.85
New Courier	09-10	10-11	2011-2012
	<u>Per Hour</u>	<u>Per Hour</u>	<u>Per Hour</u>
	\$14.95	\$15.40	\$15.85
Present Bus Drivers Employed prior to July 1, 2006	09-10	10-11	2011-2012
	<u>Per Hour</u>	<u>Per Hour</u>	<u>Per Hour</u>
	\$21.25	\$21.70	\$22.15
New Bus Drivers Employed on or after July 1, 2006	09-10	10-11	2011-2012
	<u>Per Hour</u>	<u>Per Hour</u>	<u>Per Hour</u>
	\$14.95	\$15.40	\$15.85