

**AGREEMENT**

**BETWEEN**

**POMPTON LAKES  
BOARD OF EDUCATION**

**AND**

**POMPTON LAKES  
EDUCATION ASSOCIATION**

**JULY 1, 2006 – JUNE 30, 2009**

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**PREAMBLE**

The Board of Education of the Borough of Pompton Lakes, County of Passaic, Pompton Lakes, New Jersey (hereinafter called the “Board”) and the Pompton Lakes Education Association (hereinafter called the “PLEA”) 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 1 – RECOGNITION**

- A. The Board recognizes the PLEA as the exclusive and sole negotiating representative of all employees excluding:

Director of Special Services  
Director of Health and Physical Education  
Principals/Elementary, Middle School, High School  
Vice Principals  
Board Secretary/Business Administrator  
Assistant Board Secretary  
Secretary to the Superintendent  
Supervisor of Buildings and Grounds  
Cafeteria Manager  
Cafeteria Workers  
Superintendent of Schools  
Aides (All Categories)  
All Per Diem Personnel  
Department Heads/Supervisors  
Painter  
Director of Guidance

Whenever the Board creates a new position the parties will discuss the propriety of including and/or excluding that position from the unit.

- B. Unless otherwise indicated, the term “employees,” when used hereinafter in the Agreement, shall refer to all employees represented by the PLEA in a negotiating unit as above defined.
- C. Unless otherwise indicated, words used in the singular shall include words in the plural when the text so requires.

**ARTICLE 2 – NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of unit members’ employment.
- B. The PLEA recognizes the right of the Administration to change terms and conditions of employment not contained in the Agreement. The Administration agrees to negotiate any change in policy which would change the terms and conditions of employment not contained in the Agreement.
- 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.

- D. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and 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. Nothing contained within the Agreement shall be constructed to deny or restrict any employee of such terms and conditions of employment as may be guaranteed under New Jersey School Laws and Regulations.

### **ARTICLE 3 – GRIEVANCE PROCEDURE**

#### A. Definition

1. A grievance shall mean a complaint by an employee or the PLEA that there has been to the employee or the Association a violation or inequitable application of any of the provisions of this Agreement or of any policies or administrative decisions involving terms and conditions of employment. However, only alleged violations or inequitable applications of the provisions of the Agreement may be taken to arbitration. All other grievances terminate at the Superintendent's level.
2. An "aggrieved person" is the person, persons, or the PLEA making the claim.
3. A "party of interest" is the person or persons making the complaint and any person who would be required to take action or against whom action would be taken in order to resolve the complaint.
4. The term "days" when used in this article shall, except where otherwise indicated, mean working school days; thus weekend or vacation days are excluded. However, as of the time any step in the grievance procedure extends beyond the school year, the term "days" as it pertains to time limits in the grievance procedure shall be construed to mean calendar days. All grievances must be filed within 20 days of their occurrence.
5. The term "employee" shall mean a member of the bargaining unit covered by this Agreement.

#### B. General Procedures

1. In the event a grievance is filed so that the sufficient time as stipulated under all the levels of the procedure cannot be provided before the last day of the school year, should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved under the terms of this Agreement and this article, and not under the succeeding Agreement.

2. At all levels of a grievance commencing at Level II, at least one representative of the PLEA shall attend any meetings, hearings, appeals, or other proceedings required to process the grievance.
3. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the PLEA provided the adjustment is not inconsistent with the terms of this Agreement.
4. A Level II grievance shall not be submitted for decision to any supervisory personnel who are themselves members of the PLEA's negotiating unit. Where supervisory personnel are named in the grievance procedure to receive Level II grievances and they are members of the PLEA's negotiating unit, the Level II grievance shall be submitted to the next highest authority who is not a member of the PLEA's negotiating unit.

#### C. Initiation and Processing

##### 1. Level One – Initiation of Grievance

An employee shall first discuss the grievance with his/her immediate supervisor or principal either directly or through the PLEA's designated representative with the objective of resolving the matter informally within twenty (20) days following the act or condition which is the basis of the complaint.

##### 2. Level Two – Immediate Supervisor or Principal

- a. Any Employee or the PLEA may present a grievance, in writing, within twenty (20) additional days following the limit designated in Level I.
- b. A hearing on the grievance shall be held by said supervisor within seven (7) days of receipt of such written communication. Within five (5) days after the hearing, the supervisor shall render a decision in writing to the aggrieved with information copies provided to the Principal, Superintendent, and PLEA.
- c. Within five (5) days of receipt of the decision from the supervisor, the aggrieved may appeal the decision in writing to the appropriate administrator. All pertinent communications shall be attached to the appeal.
- d. The administrator shall hold a hearing within seven (7) days of receipt of the appeal and shall render a decision within five (5) days on the specific topic grieved. A written decision shall be provided to the aggrieved with information copies to the Principal, Superintendent, and PLEA.

3. Level Three – Superintendent

- a. Appeals to the Superintendent shall be heard within fifteen (15) days of receipt of the appeal.
- b. Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the aggrieved employee and all other parties officially present at the grievance hearings his/her written decision which shall include supporting reasons.
- c. A copy of the Superintendent's decision shall be sent to the President of the PLEA.

4. Level Four – Arbitration

- a. A grievance dispute which is not resolved at the level of the Superintendent under the grievance procedure herein may be submitted by the PLEA as specified herein to an arbitrator for decision if it involves the application or interpretation of this Agreement.
- b. A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Superintendent of Schools under the grievance procedure, except in cases where, upon expiration of the time limit for decision, the aggrieved employee or the PLEA filed notice with the Superintendent of intention to submit the grievance to arbitration and no decision was issued by the Superintendent within fifteen (15) days after receipt of such notice.
- c. The proceedings shall be initiated by filing with the Superintendent and the Public Employment Relations Commission a notice of arbitration. The notice shall be filed within fifteen (15) days after receipt of the decision of the Superintendent of Schools under the Grievance Procedure, or, where no decision has been issued in the circumstances described above, fifteen (15) days following the expiration of the fifteen (15) day period provided above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved.
- d. The parties will be bound by the Voluntary Labor Arbitration Rules of the Public Employees Relations Commission regardless of how the arbitrator is selected; except that neither the Board nor the PLEA nor any grievant shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.

- e. The arbitrator shall not have the authority to add to or to subtract from the Agreement and shall limit the decision strictly to the application and interpretation of this Agreement and it shall be binding upon all parties involved.
- f. The costs for the services of the arbitrator will be borne equally by the Board and the PLEA. Each party shall pay all the expenses of preparing and submitting its case.

#### D. General Provisions as to Grievances and Arbitration

1. No reprisals of any kind will be taken by the Board, the PLEA or by any of their representatives against any party in interest, any school representative, any member of the PLEA or any other participant in the grievance procedure by reason of such participation or lack of participation.
2. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of.
3. Failure at any step of this procedure except Level I to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant 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 preclude any further appeal on the grievance.

The time limits specified in any step of this procedure may be changed in any specific instance only by mutual agreement, signed by the Superintendent and President of the PLEA.

4. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
5. Forms for processing grievances will be jointly prepared by the Superintendent and the PLEA. The forms will be printed by the Board and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
6. In the course of investigation of any grievance, representatives of the PLEA will report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.
7. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.



#### **ARTICLE 4 – 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 which 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 5 – ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees, upon written request of the PLEA, to release to said PLEA information available to the Board concerning the financial resources of the district, tentative budgetary allocations, and such other pertinent, non-privileged information as will assist the PLEA to develop accurate and informed proposals concerning hours, salary, working conditions and all other terms and conditions of professional employment for all employees in the negotiating unit. It is further agreed that the Board will have a reasonable time to respond to such PLEA requests, and that the Board may, at its option, fulfill such requests either by written response to the PLEA or by making pertinent records available to a PLEA representative in the Board Office. In case the Board exercises the latter option, the PLEA representative may not remove any Board records from the Board Office without the written consent of the Board.

It is further agreed that the Board shall not be required to prepare or to conduct any analysis, surveys, research or studies in response to PLEA requests.

- B. Whenever any employee is required by the administration to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the employee shall suffer no loss in pay.
- C. PLEA officers and negotiating team members may leave the school building at 3:20 to attend PLEA Executive Board and/or Negotiating team meetings. If employees will miss work as a result of such attendance, he/she shall make prior arrangements to make up this work at a mutually agreed upon time with his/her immediate supervisor.
- D. The PLEA 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 emergency, the Principal of the building involved must be notified at least five (5) days in advance of the time and place of such meeting. In addition to the use of school buildings, the PLEA shall have the right to use duplicating equipment when not otherwise in use upon notice to the building administrator. The PLEA will reimburse the Board \$100 per year for said use.

It is further agreed that the PLEA will leave any premises used by it in suitable condition for the next day.

- E. The Board agrees to permit the PLEA the use of one-half (1/2) of one bulletin board in each teacher's room for the purpose of posting official PLEA notices. The authorized PLEA 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 PLEA representative of that building. Copies of all such material will be shown to the Principal before posting, but his advance approval of the material will not be required.

No member of the administration will assume responsibility for the preparation, posting, or distribution of material for the PLEA or for any other competing teacher organizations.

- F. The PLEA agrees that during the term of this Agreement neither it nor its officers, employees, members or affiliates will engage in, support, sanction or approve any strikes, sanctions, work stoppages, slowdowns, mass resignations or other actions which would interfere with school operations.
- G. The Board agrees to forward to the President of the PLEA official minutes of every public meeting.

- H. The Board agrees to provide a suitable room within a school district building to serve as a PLEA office. Although such a room cannot be guaranteed and must be subservient to the educational needs of the district, the Board will provide such a room when available. The administration, after consulting with the PLEA, shall review and determine the location annually. At the Association's expense, a private telephone line shall be installed and maintained in the PLEA office.
- I. One (1) Monday and two (2) Wednesdays during the course of the school year shall be set aside in the preceding school year by agreement between the Superintendent and the PLEA President for PLEA meetings. These meetings shall be scheduled after the close of the normal school day as defined in Article 7, A.2.
- J. The Board will pay the annual dues to belong to New Jersey Business and Industry Association.

#### **ARTICLE 6 – EMPLOYEE WORK YEAR**

- A. The length of the teacher work year shall not exceed 187 days. The last four (4) teacher work days shall end at 1:00 PM, provided that on the last day the building principal has approved the teachers' completion of year-end obligations.

Two days at the beginning of the school year are to be used as "in house" days, and there will be one professional day scheduled for Election Day each year. If the State 100 hour professional development remains in effect during the life of this Agreement, the aforementioned inservice days shall count towards such requirement.

In the event that snow days which have been built into the District calendar are not used during a given school year, the District will incorporate into the calendar designated days upon which the District will schedule days off in lieu of unused snow days for students and all staff.

- B. The length of the secretaries' work year shall be:

12 Month: July 1 to June 30 exclusive of legal holidays and as provided in Article 28 E, plus twenty-three (23) vacation days approved by the immediate supervisor.

Secretaries who leave the district at any time during the year shall be entitled to reimbursement for unused vacation time, pro-rated, according to salary and number of days accrued.

- C. The per diem rate for custodian/maintenance person shall be 1/260 of his/her salary.
- D. By January 30<sup>th</sup> of each year, the Administration shall prepare a tentative calendar for the following year. At the option of the PLEA, such calendar may be subject to consultation each year, but only during the period February 1-7. Any such

consultation shall constitute a PLEA waiver of, and not be subject to, any statutory impasse procedures.

**ARTICLE 7 – TEACHING HOURS AND TEACHING LOAD**

A. Teaching Hours and Teaching Load

1. Teachers shall indicate their presence for duty by turning their cards in the Faculty roster or by signing in.
2. The normal work day for certified personnel covered by this Agreement shall be as follows:

High School	7 hours 25 minutes
Middle School	7 hours 22 minutes
Elementary School	7 hours 10 minutes
Child Study Team	7 hours 25 minutes

Instructional time for elementary school teachers shall increase by 10 minutes per day commencing September 1, 2006. This additional time will not affect the current lunch period for elementary staff, nor will it affect the length of the teacher’s work day as stated in Article 7 (A)(2).

3. On the day before Thanksgiving and Christmas, listed in the calendar as 1:00 PM dismissal, teachers may leave at 1:10 PM.
4. Administrators are authorized to schedule middle and high school teachers to listed subject area sections without compensation as follows:

Addendum 1

Art	5	Music (General/Inst.)	6
Basic Skills Improvement	5	Music (General)	5
Computer Literacy	5	Music (Instrumental)	6
Foreign Language	5	Physical Ed./Health	5
Gifted and Talented	6	Reading	5
Home Economics	5	Resource Room	6
Industrial Arts	5	Science	5
Keyboarding	5	Social Studies	5
Language Arts	5	Self Cont. Spec. Education	6
Library Skills	5	Speech/ESL	6
Math	5		

## B. Other Provisions

1. If a middle school or high school teacher's assignments are in excess of those provided in Section A4, above, the teacher shall be compensated three thousand seven hundred fifty-one (\$3,751.00) dollars in 06-07 above that teacher's annual base salary. If a teacher's assignment results in that employee teaching only a portion of an additional class, the compensation shall be pro-rated for each additional period.

This amount shall be increased annually in accordance with the across-the-board increases for each year of this Agreement.

Effective July 1, 2007 that amount is \$3,935.

Effective July 1, 2008 that amount is \$4,135.

(a) "Subject area section" is defined as a student or group of students who meet as an instructional unit with a teacher on a regularly scheduled basis.

(b) Teachers of grades 6-12 shall have a duty free lunch and a daily preparation period to be at least equal to the length of the lunch and/or preparation periods of the building in which that time will be spent.

(c) Effective July 1, 2004, elementary teachers shall have a daily duty-free lunch to be at least equal to the length of the lunch and recess period of the building in which that time will be spent. When a teacher loses a lunch period, the administrator will compensate the teacher for the lost lunch time at each individual teacher's hourly rate of pay.

2. Teachers shall provide the administration and substitutes with appropriate lesson plans as needed.
3. Teachers who travel between buildings shall have a daily duty-free lunch and a daily preparation period to be at least equal to the length of the lunch and/or preparation periods of the building in which that time will be spent. Traveling teachers will only be assigned to perform the non-teaching duties listed below only after all non-traveling teachers have been so assigned.

Such as but not limited to:

- Morning Announcements
- Homeroom Duty
- Bulletin Boards
- Hall Duty
- Stairwell Duty
- Bike Rack Supervision
- Flag Pole Duty
- Cafeteria/Playground Duty

Central Detention Pick-Up  
Bus Monitor  
Learning Center  
Quiet Study  
Talking Study

Because of the unique situation of teachers who travel between the high/middle school and the elementary schools, these teachers shall be provided with preparation time equivalent to preparation time at the high/middle school.

Traveling teachers will be provided with a minimum of 20 minutes traveling time between building assignments, except between Lenox and the high school, which shall be 15 minutes.

As a general rule, teachers shall not be scheduled to teach in more than two (2) school buildings on any given day.

The hours for traveling teachers shall not exceed the maximum time required at their home base school.

- C. Teachers may leave the building without requesting permission during their duty-free lunch periods, provided they are not required, at the elementary schools, to remain in the building when assigned to rotating supervision.

D. Meetings

1. Teachers may be required to remain after the normal work day without additional compensation for up to four professional meetings per month (faculty, building, grade level, self-evaluation, departmental, curriculum [not more than one a month] accreditation, etc.). This number may be exceeded in emergencies declared by the Superintendent and for other reasons approved in advance by mutual consent of the involved administrator and the PLEA representative. Insofar as practicable, agendas shall be submitted to teachers at least two (2) days in advance of meetings. Teachers will not be required to remain in such meetings after 4:00 PM.
2. Teachers will not be required to attend any meetings during their duty-free lunch time.

- E. Teachers may be required to attend up to four (4) evening functions a year when attendance is related to a teacher's professional responsibility. Additional functions shall be at the teacher's option. Teachers shall be given at least three (3) weeks prior notification. On the day of any of the required aforementioned functions, the teacher's day shall end ten (10) minutes after the end of the pupil day.

On days when evening conferences are scheduled, the teacher will not be required to remain beyond the normal work day.

On the day prior to a holiday and on Fridays, the teacher's day shall end fifteen (15) minutes after the end of the pupil day.

- F. Newly employed teachers may be required to participate in three (3) orientation programs outside the regular work day.
- G. The Administration shall seek to minimize inequities in the coverage of classes of teachers who are absent. In the case of teachers subject to frequent or continuing inequities, adjustments shall be made by the Administration after consultation with the PLEA.
- H. Prep Periods
  1. It is recognized by the Board that it is an important aspect of an effective educational program that teachers have uninterrupted preparation period(s). The Board agrees to continue its efforts to avoid using teachers for the coverage of classes requiring substitutes.
  2. The Administration will make a good faith effort to provide some preparation time daily for elementary classroom teachers. This attempt may be limited by available funding and/or efficiency related to the number of specialists employed within the district and recognizing the difficulties of scheduling.
  3. When substitute coverage is provided to release teachers to attend child study team meetings, the Administration will make a good faith effort not to schedule said meetings during the teacher's preparation time, recognizing the difficulties in reconciling the schedules of other professional staff member participants and the availability of parents/guardians and outside consultants.
  4. Any teacher who loses a preparation period due to the inability of the district to obtain a substitute shall be permitted to leave school at the end of the student day.

### **ARTICLE 8 – SAFETY AND HEALTH**

The Board is bound to meet safety and health standards as provided in applicable law.

### **ARTICLE 9 – SABBATICAL LEAVES**

- A. A sabbatical leave may be granted to a teacher by the Board upon recommendation of the Superintendent for study or for reasons deemed to be of value to the school system by the Superintendent.

B. Sabbatical leaves shall be granted for one (1) year, subject to the following conditions:

1. Sabbatical leaves may be granted to two (2) teachers at any one time.
2. Requests for sabbatical leave must be received by the Superintendent in writing no later than January 1<sup>st</sup>, and action must be taken on all such requests no later than March 1<sup>st</sup> of the school year preceding the school year for which the sabbatical leave is requested.
3. Teachers must have completed at least seven (7) full continuous school years of service in the Pompton Lakes School District to be eligible for sabbatical leave.
4. A teacher on sabbatical leave shall be paid by the Board at one-half (1/2) his/her salary at the level he/she would have achieved had he/she remained actively employed in the system.
5. Applications for sabbatical leave must set forth the program of studies and related data justifying the sabbatical as an educational investment by the Board.
6. Upon return from sabbatical leave, a teacher shall be placed on the salary scheduled at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence.
7. No more than one (1) teacher from each grade level or subject department may be granted a sabbatical leave at the same time.
8. Every individual who is granted sabbatical leave must sign and fulfill a contract to return to service as an employee of the Board for at least twice the duration of the sabbatical leave, or reimburse the Board for the amount of salary granted during the leave. Any teacher going on sabbatical leave must accept the reimbursement obligation in writing prior to action on the leave by the Superintendent. Any payments made to teachers on sabbatical leave shall be contingent upon adherence to the plan approved as a basis for sabbatical leave, and the Board shall be fully reimbursed for any payments made to a teacher on sabbatical leave not adhering to the approved plan.

#### **ARTICLE 10 – NON-TEACHING DUTIES**

The Board shall provide transportation for pupils attending Board approved activities away from their buildings. Exceptions to this rule must be approved in writing by the Superintendent of Schools. If approval of the use of a personal vehicle is granted, the person shall be reimbursed at the prevailing I.R.S. rate per mile.



### **ARTICLE 11 – EMPLOYMENT STANDARDS**

- A. Newly employed personnel or those with previous experience in this system will be placed on the salary guide at a step up to, but not to exceed, his/her previous related experience as mutually agreed upon between the employee and the Board of Education. Once placed on the salary guide, employees will proceed in accordance with the steps on the guide.
- B. All non-tenured employees will be notified of their reemployment or non-reemployment for the succeeding year by April 30<sup>th</sup>. Failure to return the forms by June 1 shall constitute waiver of employee's rights to reemployment and shall relieve the Board of Education of any obligation to offer reemployment to said employees.
- C. Upon request, any non-tenured employee shall be entitled to a statement of reasons for non-reappointment.

### **ARTICLE 12 – TEACHER ASSIGNMENT**

- A. Teachers shall be given written notice of their tentative class and/or subject assignments for the forthcoming year not later than June 1.
- B. In the event that changes in such class and/or subject assignments are made after the notice specified in (A) above, the teacher affected shall be notified 30 days prior to the beginning of the school year, except where personnel changes occur.
- C. Teachers shall be assigned in accordance with state law.

### **ARTICLE 13 – VOLUNTARY TRANSFER AND REASSIGNMENTS**

- A. No later than May 1<sup>st</sup> of each school year, the Superintendent shall deliver to the PLEA Officers and Building Representatives a list of the known vacancies or newly created positions which shall occur during the following school year. Names of the officers and Building Representatives shall be provided to the Superintendent of Schools at the commencement of each school year.
- B. All personnel will be afforded the opportunity to apply for all vacancies or newly created positions.
- C. Employees who desire a change in work assignment or work location may file a written statement of such desire with the Superintendent not later than February 1<sup>st</sup>. Such statement shall include the work assignment and/or work location to which the employee desires to be assigned in order of preference.

- D. As soon as practicable, and no later than the last day in June, the Superintendent shall deliver to the PLEA President a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

#### **ARTICLE 14 – PROMOTIONS**

- A. Promotional positions are defined as positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility.

B. Vacancies

1. A notice shall be posted in every school building stating the existence of the vacancy. During the month of June, the Superintendent shall circulate a mutually-agreed-upon form listing all promotional positions which, if they were to become vacant, would have to be filled during the summer vacation. An employee interested in any potential vacancy should so indicate on the form. Should a vacancy occur over the summer, each employee so indicating shall receive a notice of the vacancy in the mail. All such notices shall also be posted on the District's web site, when the web site is fully functional and staffed.
2. Such notice(s) shall be posted or mailed at least ten (10) days before the final date for submission of application.
3. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his specified representative within the time limit specified in the notice. Applications shall include qualifications for the position as well as other data requested in the notice and/or helpful in evaluating the application.

- C. Nothing in this Agreement shall be construed to limit the Board's right to change, modify, or add to the qualifications and duties associated with any position, or to appoint or assign individuals to promotional positions on either a temporary or permanent basis. Any changes in qualifications and duties associated with a position must be stated in writing ten (10) days prior to any appointment to such position.

#### **ARTICLE 15 – TEACHER EVALUATION**

- A. All monitoring or observation of the work performance of a teacher will be conducted openly by a certified supervisor or administrator. Evaluations will be conducted in accordance with N.J.A. 6:3-1.21 and the evaluation policies, procedures, job descriptions, and forms for Pompton Lakes Schools as developed by the Administration in consultation with teaching staff members. An observation is defined as a visitation to an assigned work station by a certified supervisor.

- B. Within five (5) school days following a teacher observation, the supervisor will send to the teacher a copy of the written performance report, or have a conference with the teacher. If the conference is held first, the written performance report will be sent to the teacher within five (5) school days following the conference.
- C. Teachers will be allowed to review a copy of any evaluation report prepared by their evaluators and will have the right to discuss such reports with their evaluators and initial such reports before the reports are placed in their personnel files. However, teachers will be allowed a minimum of one (1) school day and a maximum of two (2) school days before initialing such reports.
- D. Any complaints regarding a teacher, made to the administration by any parent, student, or other person, will be promptly called to the teacher's attention before it is used in evaluating said teacher's performance.
- E. Teachers will not be formally observed the day before or the day after an extended vacation period (defined as any break more than a three-day weekend) or during the first three (3) or last three (3) days of the school year.
- F. Individual Professional Improvement Plan is a written statement of actions developed by the supervisor and the teaching staff member to correct inefficiencies or to continue professional growth. It must include timelines for their implementation, and the responsibilities of the individual teaching staff member and the district for implementing the Plan.
- G. As a clarification of this Article, the parties shall rely upon the November 30, 1987 letter from the Superintendent of Schools to the President of PLEA.
- H. Whenever a teacher's observation (at least two (2) in any one school year), summary evaluation or professional improvement plan indicates that the observation of classes conducted by other teachers would be beneficial, that teacher may be required to devote preparation periods to observing classes conducted by other teachers.

#### **ARTICLE 16 – PERSONNEL FILES**

- A. All employee files shall be maintained by the central administration under the following:
  - 1. 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/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; it does not indicate agreement with its content.

2. 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.
3. Upon request by an employee, he/she shall be given access to his/her file within five (5) 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.
4. An employee shall be permitted to reproduce material in his/her file other than confidential or privileged material.
5. 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.
6. File copies shall not be removed from the offices of the School Administration.
7. A representative of the School Administration shall be present at any inspection of reproduction of an employee's file.
8. The administration shall provide a facility by which employees may reproduce material in their files.
9. Upon written request by an employee stating reasons for deletion, documents shall be reviewed by the Superintendent or his designee to determine whether the deletion should occur.

#### **ARTICLE 17 – EXTENDED LEAVES OF ABSENCE**

- A. Extended unpaid leaves of absence shall be given for personal illness, bodily injury, illness or death in the immediate family, child care, and professional study and improvement.
- B. Notification of intention to take leaves of absence for child care and professional study and improvement must be made in writing to the Superintendent at least thirty (30) days prior to leave, stating the reason for the leave, date the leave will commence, and intention to return after the completion of the current school year or

completion of the forthcoming school year. In the event the employee wishes to change the return date, notice must be given to the Superintendent prior to April 1.

- C. Immediate leaves of absence for personal illness, bodily injury, illness or death in the immediate family, and catastrophic events shall be granted without prior notification. Notification will be given by the employee to the Superintendent at the earliest possible moment.
- D. National Teacher Training Corps, Peace Corps or Vista Leave or leave to accept a Fullbright Award, will be granted without pay to teachers who enlist for a period not to exceed two (2) years. Upon return from such leave, teachers will be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of their absence. Peace Corps leave is for one (1) year at a time and teachers must renew their leave for an additional year.
- E. Previously accumulated unused sick leave days will be restored to all employees returning from extended leaves.
- F. Regardless of the nature of the leave, return to the school system does not necessarily mean return to the same position, including administrative, special service and extracurricular assignments, but shall be contingent upon vacancies, unless otherwise stated in writing at the time the leave is granted.
- G. Employees who have commenced at least their fourth (4<sup>th</sup>) consecutive year of employment shall be entitled to leaves as set forth above. All other employees shall apply for said leaves and their requests will be considered by the Superintendent on a case by case basis.
- H. Employees who have commenced at least their fourth (4<sup>th</sup>) consecutive year of employment shall be entitled to a one time only unpaid leave of absence for business or other employment.
  - 1. Notification to take such a leave will be given to the Superintendent prior to April 1.
  - 2. Notification to return or not to return will be given to the Superintendent prior to April 1 of the leave year.
  - 3. Leave will be for only one (1) contract year.
  - 4. A maximum of one (1) employee per year may be granted a leave under this provision.

## **ARTICLE 18 – PERSONAL LEAVE**

### Leaves – Emergencies of Personal Nature

- A. An allowance of up to four (4) days leave without loss of pay to be granted with prior approval by the Superintendent of Schools for reasons such as the following:
  - 1. Recognition of a religious holiday;
  - 2. Court subpoena;
  - 3. Marriage of employee or marriage in the immediate family;
  - 4. Personal business which cannot be handled outside of school hours;
  - 5. Any emergency or urgent reason not included in (1) to (4) above.
- B. Personal days may be granted before or after a vacation only if the request states specifically the reason for the request.
- C. Whether or not permission is granted will be determined by the Superintendent of Schools.
- D. Upon receipt of a notification to serve on a jury, a staff member shall provide immediate notice of said receipt to the Superintendent of Schools. If the employee is required to serve on a jury during the school year, the employee's service shall be with full pay and with no loss of benefits.
- E. Employees are entitled to up to five (5) workdays leave following the death of a member of the employee's immediate family. For purposes of this section, "immediate family" will be defined as parents, spouse, brothers, sisters, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, grandparents-in-law and domestic partner.
- F. Employees shall be given a written statement of their accumulated personal and family illness days no later than October 30 based upon the first working day of that school year.

## **ARTICLE 19 – INSURANCE PROTECTION**

- A. The Board shall pay the full premium for each employee under the Morris Passaic Bergen Health Insurance Fund, including family plan coverage for those eligible under aforesaid program. Such health care insurance protection shall include provisions for HMO's since they are outside of HIF.

All new hires as of July 1, 2003, shall receive Point of Service health insurance. Upon tenure, such employees may elect from all other options. The Custodial staff shall be eligible to make this election after completing three (3) calendar years of service.

- B. The Board shall pay the full premium for all employees for a Drug Prescription Program. The program shall cover employees and dependents with a ten (\$10.00) dollar co-pay for each name brand purchase and a five (\$5.00) dollar co-pay for each generic purchase. In the event that there is no generic drug available, the five (\$5.00) dollar co-pay shall be applicable. For mail order prescriptions, the co-pay shall be waived.
- C. The Board shall pay the full premium for all employees for a Dental Program. The program shall cover employee and dependents. The deductible shall be two hundred (\$200.00) dollars per family member, with an aggregate deductible of six hundred (\$600.00) dollars per family.

The dental program shall provide for the following benefits:

<u>Plan Payment</u>	<u>Co-Payment</u>	
Preventive & Diagnostic	100%	0%
Remaining Basic Benefits	85%	15%
Crowns, Inlays & Gold Restorations	85%	15%
Prosthodontics Benefits	50%	50%

The maximum amount payable by the Plan for the above dental services provided an eligible patient in any calendar year is one thousand (\$1,000.00) dollars.

The two hundred (\$200.00) dollars per patient per calendar year and the six hundred (\$600.00) dollars family maximum aggregate deductible per calendar year are not applicable to Preventive and Diagnostic Benefits.

- D. Effective July 1, 2003, employees will be permitted to opt-out of medical and health insurance programs, provided they can demonstrate that they have alternative coverage for themselves and their dependents. Employees who select the opt-out program will receive an annual payment from the Board of thirty (30%) percent of the District's annual premium for the coverage for that employee. Implementation of this provision will occur upon a Plan being established by the Board pursuant to Section 125 of the Internal Revenue Code.

Members will be able to immediately return to the Pompton Lakes Board of Education health insurance program, with no loss or break in coverage under the following circumstances:

- a. the employee loses their alternate insurance;
- b. during the open enrollment period; or
- c. in the event of an unforeseen emergency.

## **ARTICLE 20 – SALARIES**

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule “A”, which is attached hereto and made a part hereof.
- B. The non-athletic salary guide, Schedule “B”, annexed hereto and made a part hereof, shall be the salary guide for non-athletic services.
- C. The athletic salary guide, Schedule “C”, annexed hereto and made a part hereof, shall be the salary guide for athletic services.
- D. The head custodian and custodian/maintenance salary guides, Schedule “D”, annexed hereto and made a part hereof, shall be the salary guides for aforesaid personnel.
- E. Twelve (12) month secretary salary guides, Schedule “E”, annexed hereto and made a part thereof, shall be the salary guides for aforesaid personnel.
- F. It is understood and agreed that the salary guides in this Agreement are based upon the differences in qualifications required for the position.

## **ARTICLE 21 – SICK LEAVE**

- A. All PLEA personnel employed for the school year shall be entitled to one (1) sick leave day for each month worked (i.e. total sick leave entitlement effective first day of employment). Unused sick leave days shall be accumulated from year to year with no maximum.
- B. Employees shall be given a written statement of their accumulated sick leave no later than September 30 of each year.
- C. Employees in TPAF or PERS shall be entitled to reimbursement for all unused sick days (for the purpose of this article only, beginning September 1, 1985, all unused personal days and unused family illness days will be accumulated as sick days) at the rate of fifty dollars (\$50) for Option c only to an individual per person cap of:
  - a. \$30,000 for those eligible employees retiring effective June 2007 to be paid over three years or five years at the employee’s election.
  - b. \$17,500 for those eligible employees retiring effective June 2008 to be paid over three years or five years at the employee’s election.
  - c. \$17,500 for those eligible employees retiring effective June 2009 to be paid in one lump sum. For this option only, requirement #3, which follows, the formula must be met.



To be eligible for the foregoing payments, an employee must meet the following requirements:

1. At least twenty-five (25 years of recognized service with the Teachers' Pension and Annuity Fund, or Public Employees Retirement Fund and
2. At least fifteen (15) years of service with the Pompton Lakes Board of Education
3. For Option c only:

Effective July 1, 1996 accumulated at least fifty-nine (59%) percent of the grand total of the following:

Effective July 1, 1997 accumulated at least fifty-eight (58%) percent of the grand total of the following:

Effective July 1, 1998 accumulated at least fifty-seven (57%) percent of the grand total of the following:

- a. accumulated sick days from either the date of hire or September 1, 1979, whichever the employee chooses by November 30, 1979,
- b. possible personal days commencing September 1, 1981,
- c. possible illness in the family days commencing September 1, 1981.

D. In order to receive reimbursement for unused sick days by the following July, a non-binding notification of retirement or separation shall be made by the preceding October 1<sup>st</sup>. All others will be paid within one calendar year from the time of notification of retirement or separation.

E. In addition to the sick leave days listed above, all PLEA personnel employed for the school year shall be entitled to a total of three (3) illness in the family days each contract year. Illness in the family days may be used for the following family members: parent, spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild and domestic partner. Illness in the family days may not be accumulated from year to year and will be lost if not used in the contract year, except as used in the formula calculation in Article 21(C).

## **ARTICLE 22**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

A. The Board agrees to provide annual financial assistance to a maximum of \$775 in 06-07, \$850 in 07-08 and \$925 in 08-09 per non-tenured teacher at the cost of one half

(1/2) per credit based on state college credits, subject to existing Board policies concerning eligibility for such assistance.

- B. The Board agrees to provide annual financial assistance to a maximum of \$1,900 in 06-07, \$2,100 in 07-08 and \$2,300 in 08-09 per tenured teacher at the cost of one half (1/2) per credit based on all college credits, subject to existing Board policies concerning eligibility for such assistance.
- C. Applicants for reimbursement of graduate course expenses must successfully complete the courses before payment can be made. Applicants who receive a “B” or above will be reimbursed at the rate established by this Article. For courses where “pass/fail” are the only grade options available, a grade of “pass” will be required.
- D. Tuition reimbursement which is paid pursuant to this section shall be repaid to the District in the event that the recipient of the reimbursement terminates employment within a one (1) year period of course completion, except in the following circumstances:
  - a. Serious illness of a teacher or a family member of the teacher’s immediate family as certified by a physician where the teacher is required to render care to the member of the immediate family.
  - b. Change of spousal employment necessitating a geographical location.
  - c. Any other verified personal, unforeseen emergency necessitating termination of employment and providing no other employment as a teacher.
  - d. Death of the employee.
- E. Secretaries and custodians/maintenance personnel shall be reimbursed all tuition paid for courses taken in Adult School. Prior approval of the Superintendent of Schools is required.
- F. Tuition reimbursement for secretaries, head custodians, and custodian/maintenance personnel for graduate and undergraduate courses shall be on the same basis as for teachers.
- G. All inservice credits earned from earliest date of employment by the Board will apply to placement on the salary guide. Effective September 1, 1986, all approved credits will apply to placement on the salary guide.
- H. The following schedule will prevail for secretaries holding professional standard certificates:

Basic Certificate	\$150
Standard Certificate	\$175
Advanced Certificate	\$200

- I. The Board shall make a good faith effort to assist employees in mastering the skills required to be learned as a result of the introduction of new office machinery.

### **ARTICLE 23**

#### **MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. A written statement of the duties and responsibilities of the professional staff pertaining to student discipline shall be presented to each teacher at the start of the school year.
- B. All teachers shall maintain classroom control and environments conducive to effective discipline and shall take whatever steps are necessary to insure this, consistent with the laws of the State of New Jersey, as set forth in Title 18A.
- C. Disruptive students are ones who repeatedly cause instruction to be interrupted. Should any student be a disruptive influence, the teacher shall bring the situation to the attention of the appropriate administrative superior, who shall in his/her discretion take positive steps in an attempt to see disruptive actions cease.
- D. Teachers shall provide adequate supervision of aides assigned to their classes.

### **ARTICLE 24 – PERSONAL AND ACADEMIC FREEDOM**

- A. Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher will be grounds for discipline or discrimination with respect to the professional employment of such teacher, provided that said activities do not violate any local, state or federal law, or affect the teacher's responsibilities as an employee of the Pompton Lakes Board of Education.
- B. Teachers may introduce relevant and appropriate controversial material in their professional employment.
- C. In performing their teaching functions, teachers may express their personal views on matters relevant to the course's content, provided, however, that when they do so they clearly indicate that they are setting forth personal opinions.

### **ARTICLE 25 – INSTRUCTIONAL MATERIAL AND SUPPLIES**

- A. A petty cash fund shall be established in each building for use in purchasing incidental supplies for classroom instructional use. The teacher shall be reimbursed for authorized expenditures upon presentation of a paid receipt for such expenditures to the principal within thirty (30) calendar days.

- B. Teachers shall have the opportunity to make recommendations concerning the budget. They shall be informed of items removed from their budget request prior to the close of the school year.
- C. The Administration shall post the closing dates for each bill list as soon as it is known in order to assist bargaining unit members with timely reimbursement for approved/authorized expenditures for which a bill has been submitted.

The Board and the Association urge bargaining unit members going to professional conferences to pre-register for those conferences with a voucher so that the Board of Education may pay the cost of registration directly.

**ARTICLE 26**  
**GUIDANCE COUNSELORS/CHILD STUDY TEAM MEMBERS**

- A. Guidance counselors and child study team members shall work the same school year as teachers. If, however, the Board requires that guidance counselor/counselors and/or child study team member/members work beyond the regular teacher year, they shall be paid on the basis of five percent (5%) of their contractual salary for each two (2) week period. Such work shall be appointed no later than June 1<sup>st</sup>. However, every effort will be made to notify guidance counselors and child study team members of specific appointments prior to June 1.
- B. Guidance counselors and child study team members shall be available to students and parents on an appointment basis up to 30 minutes after the daily teacher dismissal time.

**ARTICLE 27**  
**HEAD CUSTODIAN AND CUSTODIAN/MAINTENANCE PERSONNEL**

- A. Uniforms/Rain Gear
  - 1. Five (5) uniforms shall be provided each year. A minimum of two (2) uniforms shall be cleaned as needed each week.
  - 2. The Board will provide boots and rain gear necessary to perform work services and these items will remain the property of the Board of Education. For each custodian/maintenance personnel with two (2) or more years of service in Pompton Lakes, the Board will provide a pair of work shoes at the maximum cost of one hundred and fifty (\$150) dollars effective July 1, 2006, to be purchased at an establishment of their choice.

B. Other Provisions

1. Personnel covered by Schedule "D" with two (2) or more years of full-time service shall be entitled to a statement of reasons for non-reappointment or dismissal. Such employees shall be entitled, upon request, to a hearing by the Superintendent prior to non-reappointment or dismissal.
2. Employees covered by the Article with more than three (3) consecutive years of full time service shall be eligible to appeal their discharge and/or non-renewal of contract through the grievance procedure up to and including arbitration on the sole basis that the Board or Administration has acted without just cause. This procedural right is not intended to confer tenure upon these annually contracted employees.

This right shall not apply in circumstances of position abolishment due to reduction in force or other legitimate reasons but only to questions of just cause in disciplinary discharge cases.

Head custodians, school custodians, and maintenance employees will each be considered separate categories. Reductions in force will be made according to competency and specialized skills which they are called to perform. A head custodian who is released shall have the right to claim a position as a school custodian.

In addition to competency and specialized skills, the Board will give due consideration to seniority in determining the employment status of non-certified employees. This is not to infer that seniority will be given equal weight with the other criteria listed above.

C. Provided school is not in session, the following holidays shall be granted with pay:

Independence Day	Election Day
December 26	Presidents' Day
Martin Luther King Day	Memorial Day
Veteran's Day	Labor Day
Good Friday	Columbus Day
Christmas Day	Lincoln's Birthday
New Year's Day	Thanksgiving Day & Friday

On the days preceding Christmas and New Year's, custodian/maintenance personnel shall work four (4) consecutive hours from 7:00 a.m. to 11:00 a.m.

In the event that one of the listed holidays or four (4) hour days falls on a regularly scheduled day off, personnel shall have the right to take that time off on an alternate day of their choice, with pay.

When any of the above days are scheduled as days for pupil attendance, the employee shall have the option of straight time pay or a straight time compensatory day off as scheduled by the Superintendent of Schools.

A professional day may be requested by an employee to improve skills within the category of the employee's service upon approval by the Building Principal, Board Secretary, and Superintendent of Schools. If the N.J.E.A. convention day is requested and approved, no expense reimbursement will be provided by the Board of Education.

- D. Employees in maintenance and custodial positions will work a five-day work week, from Monday to Friday, with Saturday and Sunday off. Whenever personnel are required to work beyond their regular work schedule, they shall be given as much notice as is reasonably possible. When work beyond the regular work schedule is necessary, the Board/Administration shall first seek volunteers. If there are no volunteers, employees shall be appointed to work off a rotating list. All work on regularly scheduled days off shall be compensated at time and one half.

Payment for work beyond the regular work schedule will be as follows:

Monday-Sunday and Holidays	Time and a half
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E. Vacations

- 1. The following paid vacation schedule shall apply to employees covered under this Article:

Less than one (1) year one day per month if employed prior to the beginning of the defined summer vacation period. Vacation may not be used nor shall any payments be made for vacation time if the employment is terminated for any reason prior to the defined vacation period.

1 – 4 Years	2 Weeks
5-10 Years	3 Weeks
11-18 Years	4 Weeks
19 or More Years	5 Weeks

- 2. Any employee who, at the request of the Board Secretary, remains on active duty in the interest of the school system for part or all of his/her vacation shall be compensated (prorated according to salary) or allowed to accumulate and carry forward the unused portion as vacation time to be added to his/her next year's vacation time; or, as terminal leave pay to be taken at the time of his/her resignation or retirement from the school system at the option of the employee.
- 3. Vacation periods subject to approval of the Board Secretary, for custodian/maintenance personnel who have not completed their tenth year in

Pompton Lakes, shall be approved during summer vacation period commencing with the third Saturday in June and ending with the third Sunday in August.

Custodian/maintenance personnel who have completed ten (10) years of service in Pompton Lakes shall be entitled to take up to one-half (1/2) their vacation during the school year. Custodian/maintenance personnel who have completed fifteen (15) years of service in Pompton Lakes shall be entitled to take their full vacation during the school year. At no time during the school year shall more than one (1) custodian/maintenance employee be on vacation.

An employee may request that a holiday or vacation day be switched to an alternate day. This request will be submitted and considered by the Building Principal, Board Secretary, and Superintendent of Schools. Application shall be made on, and in accordance with, the District's travel and absence form.

F. Evaluation

1. All evaluations which are to be written down and/or submitted to the Superintendent shall be done with the full knowledge of the employee.
2. After each evaluation each employee shall have a conference with the evaluator to discuss both the positive and negative aspects of the evaluation.
3. Each employee shall have the right to respond in writing to each evaluation and shall sign each evaluation as an indication that the conference has been held.
4. All evaluations shall be held in strict confidence.
5. All head custodians and custodian/maintenance personnel shall be evaluated at least once a year.

G. All employees who obtain their "Black Seal" license shall receive an annual stipend of \$800 in 06-07, \$1,000 in 07-08 and \$1,200 in 08-09.

H. The Board/Administration retains the right to change starting and/or ending times of different shifts and/or to reassign individuals on any particular shift. The Board/Administration will consider volunteers for different or revised shifts prior to assigning individuals. In the event of an assignment, assignments will be made in the reverse order of seniority unless, through evaluation procedures, it is demonstrated that a particular individual would be suited to another shift. In that event, notice will be provided by the Administration to the individual member and the PLEA prior to the reassignment to the other shift. Two weeks notice shall be given in advance of any change of shift times. Head custodians shall only be assigned to the first shift.

**ARTICLE 28 – SECRETARIES**

- A. The normal work day for secretaries shall be eight (8) hours including lunch, which shall be (1) hour. Time schedule for individual secretaries shall be approved by the building principal or immediate supervisor.

The normal work day for secretaries during the summer period, July and August, shall be (7) seven hours including lunch, which shall be (1) one hour. Time schedules for individual secretaries shall be approved by the building principal or immediate supervisor.

- B. Secretaries may leave the building without requesting permission during their duty-free lunch period. In cases of emergencies their presence in the office may be required. If they are not later provided with a (1) one hour duty-free lunch and the entire lunch period is worked, then the employee shall be entitled to (1 ½) one and one-half hours of compensatory time.
- C. Secretaries shall provide substitutes with appropriate work plans as needed.
- D. Non-tenure secretaries may be required to participate in (3) three orientation programs outside their regular work day.
- E. Secretaries shall not be required to report to school/work on snow days or other emergency days when the health or safety of the secretaries is jeopardized. However, secretaries may be required to report to school/work during the extended winter and spring vacation periods should their services be required.
- F. Regular secretaries shall be offered all overtime work before said work is offered to any other secretaries. Payment for all overtime will be in accord with the Fair Labor Standards Act.
- G. Secretaries shall not be required to perform nurses' duties. Secretaries shall render minor first aid to pupils in situations wherein the nurse is not present in the clinic and they feel qualified and willing to render the needed assistance.
- H. Additional clerical help may be requested during peak load periods. All requests for substitutes shall be made to the building principal or immediate supervisor one week in advance whenever possible.
- I. In the event of absence of a regular secretary the building principal or immediate supervisor shall determine if a substitute secretary is necessary. He/she shall follow the usual channels for obtaining a substitute secretary.
- J. Secretaries who are entitled to additional compensation for holidays which occur during their vacation period will arrange the matter of their compensatory time with their building principal or immediate supervisor.



- K. For safety reasons secretaries shall not be asked to work alone in any building.
- L. Secretaries will be permitted to leave (15) fifteen minutes after the teachers on half days before Thanksgiving and Christmas, and the day before a holiday and one Friday of each month. Secretaries will be permitted to take (1/2) one-half day prior to the first day of their summer vacation.
- M. Seniority Provisions
  - 1. In the event unit members must be laid off, said layoff will be made on the basis of seniority and on competency skills and qualifications required for the position. This is not to infer that seniority will be given equal weight with other criteria listed above but all other criteria being equal seniority will be the deciding factor.
  - 2. A secretary who is being reduced in force would be placed on a preferred eligibility list and will be recalled when the next available vacancy occurs and that secretary will be restored to the appropriate step on the guide without loss of benefit, i.e. accumulated sick days, etc.
- N. Evaluation
  - 1. All evaluations which are to be written down and/or submitted to the Superintendent shall be done with the full knowledge of the secretary.
  - 2. After each evaluation each secretary shall have a conference with the evaluator to discuss both the positive and negative aspects of the evaluation.
  - 3. Each secretary shall have the right to respond in writing to each evaluation and shall sign each evaluation as an indication that the conference has been held.
  - 4. All evaluations shall be held in strict confidence.
- O. Secretaries shall be entitled to twenty-three (23) vacation days.

#### **ARTICLE 29 – DEDUCTION FROM SALARY**

- A. The Board agrees to deduct from the salaries of its employees in the negotiating unit dues for the PLEA, 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.
- B. The Board agrees to deduct from the salaries of its employees in the negotiating unit an amount of money for IRA 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.

- C. One Pompton Lakes bank shall be designated for direct deposit for employee salaries.

### **ARTICLE 30 – REPRESENTATION FEE**

- A. Purpose of Fee

If an employee does not become a member of the PLEA during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PLEA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the PLEA as majority representative.

- B. Amount of Fee

- 1. Notification

Prior to the beginning of each membership year, the PLEA will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PLEA to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the PLEA in accordance with the law.

- 2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the PLEA as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the PLEA to its own members, and the representation fee will be the maximum currently allowed by law.

- C. Deduction and Transmission of Fee

- 1. Notification

Once during each membership year covered in whole or in part by this Agreement, the PLEA will submit to the Board a list of those employees who have not become members of the PLEA for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 above, the full amount of the representation fee and promptly will transmit the amount so deducted to the appropriate organization.

## 2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) Ten (10) days after receipt of the aforesaid list by the Board; or,
- (b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

## 3. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the appropriate organization will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the appropriate organization.

## 4. Changes

The PLEA will notify the Board in writing of any change in the list provided for in paragraph 1 above and/or the amount of the representation fee, due to annual dues increase, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

## 5. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the PLEA, a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

## D. Demand and Return System

Prior to the implementation of the Article, the PLEA shall provide to the Board a copy of its Demand and Return System. A similar copy shall also be provided to all new employees who do not become members of the PLEA.

E. Save Harmless Provision

The PLEA agrees to save the Board of Education harmless from any and all claims raised against it by employees who have money deducted from their paychecks pursuant to the requirements of this Article.

**ARTICLE 31 – EMPLOYEE-ADMINISTRATION LIAISON**

- A. At the option of either the Superintendent or the PLEA, and to facilitate communication and cooperation between the parties, the Superintendent and a representative of the PLEA shall meet and consult approximately once per month as deemed necessary by the parties on matters pertaining to the administration of this Agreement. These meetings are not intended to bypass the grievance procedure.
- B. At the option of either the building principal or the building PLEA representative and to facilitate communication and cooperation between the parties, the building principal and the building PLEA representative shall meet and consult approximately once per month as deemed necessary by the parties on matters pertaining to the administration of this Agreement. These meetings are not intended to bypass the grievance procedure.
- C. At the option of either party, the monthly consultation meetings cited in Section A and B, may be devoted to matters other than the interpretation and administration of this Agreement. On such other matters, the parties shall not be limited to one representative but, prior to the meeting, each party shall inform the other of the names of its additional representatives (if any) to be in attendance at said meeting.
- D. Each party shall submit to the other at least three (3) days prior to the meeting, if requested by either party, an agenda covering matters they wish to discuss.
- E. All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.
- F. The PLEA, through the teachers directly involved and a building representative, shall be consulted and have the opportunity to make recommendations before new programs are introduced and shall have the opportunity to participate in the ongoing evaluation of such programs.
- G. The PLEA and the Board have a mutual responsibility to promote better instruction. The Board welcomes PLEA participation in all aspects of strengthening the educational program to best meet the needs of the students, the schools and the community.

**ARTICLE 32 – MISCELLANEOUS PROVISIONS**

- A. Despite references herein, the Board, the Superintendent, and the PLEA, as such, each reserves the right to act hereunder by committee, or designated representatives except where this Agreement specifically limits this right.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Any provisions in individual contracts for the period of this Agreement which are inconsistent with or in conflict with the terms of this Agreement shall be superseded by the terms of this Agreement.
- E. Copies of this Agreement shall be printed at the expense of the Board after consultation with the PLEA on format and presented to all employees in the negotiating unit.
- F. The Board shall provide transportation or authorize use of the employee's vehicle for an employee attending a Board approved activity away from his/her building. If approval of the use of a personal vehicle is granted, the person shall be reimbursed at the prevailing I.R.S. rate per mile.
- G. Support staff members shall be permitted to apply for assignment to any extra-curricular activities for which they are qualified.

**ARTICLE 33 – DURATION OF AGREEMENT**

This Agreement will be effective as of July 1, 2006, and shall continue in effect until June 30, 2009.























**REPRESENTATIONS**

The Board represents that the making and execution of this agreement between the Pompton Lakes Board of Education and the Pompton Lakes Education Association dated July 1, 2006 through June 30, 2009 has been authorized by the Board at a regular meeting of the Board held on the 13<sup>th</sup> day of June 2006.

**Pompton Lakes Education Association**

**Pompton Lakes Board of Education**

By: \_\_\_\_\_  
President

\_\_\_\_\_  
President

By: \_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Secretary





