

## PREAMBLE

This agreement entered into this 1<sup>st</sup> of July, 2009 by the Board of Education of Northern Highlands Regional High School of Allendale, New Jersey hereinafter called the “Board” and the N.H.E.A. / Northern Highlands Education Association hereinafter called the “Association”.

## WITNESSETH

WHEREAS, both parties have a mutual obligation to negotiate with each other, pursuant to N. J. Employer/Employee Relations Act, with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this agreement. In this consideration of the following mutual covenant, it is hereby agreed as follows:

# ARTICLE I

## ~ Recognitions ~

### 1. **RECOGNITION- ALL UNITS**

The Board of Education of Northern Highlands Regional High School hereby recognizes the Northern Highlands Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated teacher personnel, librarian, nurse, athletic trainer and non-certified personnel including teacher aides, secretaries (excluding the administrative assistant to the Superintendent, administrative assistant to the Business Administrator/Board Secretary, and bookkeeper/financial assistant to the Business Administrator/Board Secretary), custodians and bus drivers employed by the Board, (excluding the Supervisor of Buildings and Grounds, part-time employees and all other supervisors within the meaning of the New Jersey Employer-Employee Relations Act.), whether under contract or on leave, but excluding all administrative and supervisory personnel, per diem employees, and also non-certificated personnel not included herein. Unless otherwise indicated, the term "Association" shall hereinafter when used shall refer to all certificated and non-certificated personnel as included in this recognition clause, as being represented by the Northern Highlands Education Association. Unless otherwise indicated, the term "teacher" shall hereinafter refer to all certificated personnel represented by the Northern Highlands Education Association. It is further understood agreed that the NHEA custodial personnel shall be the sole providers of full-time custodial services for the length of this contract.

ARTICLE II  
~ Negotiations of a Successor Agreement ~

1. **NEGOTIATION OF SUCCESSOR AGREEMENT- ALL UNITS**

- A. Negotiations of a successor agreement shall commence prior to December 15 during the school year immediately preceding the school year when the contract expires. This instrument shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. The parties agree to enter in collective negotiations over a successor Agreement as required by NJSA 34:13A 1-13 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of Association member employment.
- C. Any agreement so negotiated shall apply to all employees in the defined negotiating unit and be signed by the Association and the Board of Education and be subject to ratification and adoption by the Board and ratification by the Association.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by 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.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of the Agreement, with any organization other than the "Association" for the duration of this Agreement. Each part may be represented in negotiation by representatives of their choice.

# ARTICLE III

## ~ Representation Fee ~

### 1. REPRESENTATION FEE- ALL UNITS

- A. Purpose of fee: If an employee does not become a member of the Association during the 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 Association for that membership year to offset the cost of services rendered by the Association as the majority representative.
- B. Amount of fee: Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its members for the membership year. Failure to so notify, in writing, shall release the Board from obligations until so notified under this article. The representation fee to be paid by non-members will be as determined annually by the NJEA.
- C. Deductions and transmission of fee: The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deduction will begin 30 days after the employee begins his or her employment in the bargaining unit position.
- D. Termination of employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.
- E. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of the representation fee and the transmission of such fee to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.  
The Association shall have available upon request, documentation that the Association has established a Demand and Return system, that is, a process by which a member may challenge that the dues are used in accordance with the applicable by-laws, rules and regulations, as required by NJSA 34:13A-5.5 et. seq.
- F. Indemnification and save harmless provision:  
The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision. The Association shall be able, upon notification to and agreement by the Board of Education, to provide for their own legal counsel and defense. In such cases, the Association shall not be liable for legal fees incurred by the Board of Education.

# ARTICLE IV

## ~ Evaluation ~

### 1. **TEACHER EVALUATION**

- A. The Board of Education believes that the effective evaluation of teaching staff is essential to the achievement of the educational goals of this district. The purpose of this evaluation shall be to promote professional excellence and improve the skills of teaching staff members; improve pupil learning and growth; and provide a basis for the review of staff performance.
- B. Tenured teaching staff members shall be observed and evaluated at least once each school year by properly certified evaluators. Non-tenured teaching staff members shall be observed and evaluated at least three times each school year by properly certified evaluators. The evaluator(s) shall prepare a written evaluation on forms mutually developed by the administration and teachers and approved by the Board of Education. It is understood that, while Teacher/Association input on the evaluation form is desirable, the final authority rests, pursuant to law, with the administration and the Board. The staff member shall review the evaluation, sign it, and have the right to include rebuttal or clarifying comments in the evaluation. A conference will be held subsequent to the observation, at which time the evaluation shall be presented and explained to the staff member. The staff member will sign the evaluation at the conclusion of the conference.
- C. Each staff member will receive an annual written performance report, which shall include the teacher's evaluation(s) for that school year, an individual professional improvement plan developed jointly by the staff member and the supervisor. The annual performance report shall be presented to the staff member at the annual summary conference, at which time the supervisor and staff member shall sign the report.
- D. At the beginning of each school year, the Board/Superintendent shall provide to members of the NHEA the criteria which will be utilized to judge the performance of teachers.

### 2. **EMPLOYEE PERFORMANCE EVALUATION – SECRETARIES**

- A. Employee performance shall be evaluated each year by the administration and/or a representative of the Board who will be so designated by the administration.
- B. Evaluation reports shall be made openly and in writing.
- C. All written evaluations of the performance of any employee shall be signed by the individual who makes the evaluation.
- D. Evaluations shall not be placed in the employee's file unless the employee has had the opportunity to read the evaluation. The employee shall acknowledge the he/she has read such material by affirming his/her signature on the copy to be filed. Such signature shall merely signify that he/she has read the material and is not to be construed that he/she necessarily agrees or disagrees with its contents. If the employee refuses to sign, that fact shall be noted, dated, and witnessed. The employee has the right to make written comments on the evaluation form. A copy

of the final signed evaluation shall be provided to the employee within ten (10) working days of the final sign-off.

**3. EMPLOYEE PERFORMANCE EVALUATION - CUSTODIAL**

- A. Employee performance shall be regularly evaluated by the Supervisor of Buildings and Grounds and/or a representative of the Board who will be so designated by the Board, but no less than twice per year.
- B. Evaluation reports shall be made openly and in writing.
- C. All written evaluations of the performance of any employee shall be signed by the individual who makes the evaluation.
- D. Employees shall be rated. If rated unsatisfactory by the supervisory staff, the supervisory staff member shall make recommendations for improvement and provide assistance to the employee. The employee shall be reevaluated after a reasonable time.
- E. An employee who has received two (2) consecutive unsatisfactory performance evaluations shall be subject to non-renewal and/or dismissal.
- F. The Board retains the right to terminate an employee for just cause.
- G. Evaluations shall not be placed in the employee's file unless the employee has had the opportunity to read the evaluation. The employee shall acknowledge the he/she has read such material by affirming his/her signature on the copy to be filed. Such signature shall merely signify that he/she has read the material and is not to be construed that he/she necessarily agrees or disagrees with its contents. If the employee refuses to sign, that fact shall be noted, dated, and witnessed. The employee has the right to make written comments on the evaluation form. A copy of the final signed evaluation shall be provided to the employee within ten (10) working days of the final sign-off.

# ARTICLE V

## ~ Grievance Procedures ~

### 1. GRIEVANCE PROCEDURE – TEACHERS

#### A. DEFINITIONS

##### 1. Grievance

A “grievance” shall be defined as a claim based upon the interpretation, application, or alleged violation of terms and conditions of employment contained in this negotiated agreement, written board policies, or administrative decision. A grievance shall not apply to any matter for which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) the Board of Education is without authority to act or (c) a complaint of a non-tenure teacher which arises by reason of his/her not being re-employed.

##### 2. Aggrieved Person

An “aggrieved person” is the person or persons or the Association making the claim.

##### 3. Party in Interest

A “party in interest” is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. PURPOSE

1. The purpose of this procedure is to resolve disputes concerning the rights of the parties involving terms and conditions covered by this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Prior to the implementation of the grievance procedure, the aggrieved party should attempt to resolve the matter informally with the party concerned. Inability to achieve a satisfactory resolution means the aggrieved party may implement Level One of the grievance procedure.

#### C. PROCEDURE

##### 1. Statute of Limitations

The aggrieved individual may discuss his/her complaint informally with the Principal or immediate supervisor. However, a formal written grievance must be filed within thirty (30) calendar days of the event or action which is the basis for the grievance. Failure to file a grievance within the time limits set forth in this Article shall constitute a waiver of said grievance, and an Arbitrator shall be without authority to rule upon any grievance not filed in accord with this Agreement.

##### 2. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

3. Year-end Grievances  
In the event a grievance is filed at such time that it cannot be resolved by the end of the contract year, and, if left unresolved until the beginning of the following contract year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be maintained or reduced as per agreement of both parties with the provision that all days of the week shall be counted, excluding weekends and federal holidays.
4. Written Matter  
Grievances at all levels shall be submitted in writing and shall include the name and position of the aggrieved party, the specific nature of the grievance, and a statement of the redress sought by the aggrieved party. Information provided shall minimally include: the date of the action or decision giving rise to the grievance; the date the grievance is filed; the nature of the action or decision giving rise to the grievance; the specific contract provision(s), board policy(ies), or administrative decision(s) allegedly violated and the specific remedy sought. Decisions rendered at all levels shall be in writing setting forth the decision and including supporting reasons. These shall be transmitted promptly to all parties in interest and to the President of the NHEA.

#### D. LEVELS

1. Principal or Immediate Superior  
A teacher with a grievance shall present it to the principal or immediate superior, either directly or through the designated representative of the NHEA. Within ten (10) school days after the grievance is presented, the principal or immediate superior shall render a decision.
2. Superintendent  
If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, the aggrieved person or the NHEA may file the grievance with the Superintendent within ten (10) school days after the decision at Level One or twenty (20) school days after the grievance was presented. Within ten (10) school days after the receipt of the grievance, the superintendent shall hold a meeting with the teacher, the NHEA representative, and other concerned parties. The Superintendent shall render a decision on the grievance within ten (10) school days of the conclusion of the meeting.
3. Board of Education  
If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Superintendent, the aggrieved person or the NHEA may, within ten (10) school days after a decision by the Superintendent or thirty (30) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance to the Board of Education. Within twenty (20) school days after such notice of submission, the Board or its representative, will meet in private with the aggrieved person and/or this person's representative, along with the NHEA representative. Within ten (10) school days after this meeting, the Board will render its decision.
4. Arbitration



- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if the Board has not met with the aggrieved person, he/she may, within ten (10) school days after the decision of the Board or twenty (20) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the Arbitrator shall be binding only to the extent currently required by law. The Association shall specify in its Request for Arbitration whether it is seeking binding or advisory arbitration.
- d. The costs for the services of the arbitrator, 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 incurred shall be paid by the party incurring same.

E. **RIGHT OF TEACHERS TO REPRESENTATION / TEACHER AND ASSOCIATION**

Any grievance filed with the NHEA for processing will be screened by the NHEA to determine the merits of the grievance and the desirability of the processing of the grievance. Based upon this determination, the teacher may choose to submit the grievance for processing. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself or, at his or her option, by a representative selected or approved by the NHEA. When a teacher is not represented by the NHEA, the NHEA shall have the right to be present and to state its views at all stages of the grievance procedure.

F. **MISCELLANEOUS**

1. **Separate Grievance File**

All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

2. **Forms**

Forms of filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the

Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. Meetings and Hearing

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

2. **GRIEVANCE PROCEDURE - SECRETARIES**

A. DEFINITIONS

1. A "Grievance" is a claim by an employee or the Association based upon the interpretation, misapplication, or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.
2. An "Aggrieved person" is the person or persons or the Association making the claim.
3. The "Party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken, in order to resolve the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. All parties to the grievance are urged to attempt to resolve the matter informally prior to submission.

C. PROCEDURE

1. "Time Limits" - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. Failure to respond at any level within the time limits herein will allow the grievance to be presented at the next higher level. Failure to submit the grievance at any level within the time limits herein will be deemed to be acceptance of the disposition of the grievance at the preceding level.
2. A grievance will be waived and barred and outside the jurisdiction of an arbitrator if it is not filed within twenty (20) workdays of the occurrence upon which it is based or within twenty (20) workdays of the time the aggrieved person or the association knew or should have known of the event. This will not ban the processing of a continuing grievance.

D. YEAR END GRIEVANCES

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

E. WRITTEN MATTER

Grievances at all levels shall be submitted in writing on a form available for the purpose.

F. LEVELS

1. Level One - Immediate Supervisor

The aggrieved person shall present her grievance, in writing, to her immediate supervisor, within the time limit in paragraph 2 above, setting forth:

- a. the act or omission giving rise to the grievance
- b. the contractual or other basis of the grievance
- c. the remedy requested

The immediate supervisor will render a decision in writing within ten (10) workdays of his receipt of the grievance.

2. Level Two – Superintendent’s Designee

If the aggrieved person is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within ten (10) working days after the presentation of the grievance, the aggrieved person may file the grievance with the Superintendent’s Designee within five (5) working days after the decision at level one or ten (10) working days after the grievance was presented. Within ten (10) days after receipt of the grievance, the Superintendent’s Designee shall hold a meeting with the aggrieved party and an Association representative. The Superintendent’s Designee shall render a decision, in writing, on the grievance within ten (10) working days of the conclusion of the meeting. (Generally, the Superintendent’s Designee shall be the Business Administrator for all district staff and the Principal for the high school, guidance and special services staff)

3. Level Three - Superintendent

If the aggrieved person is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within ten (10) working days after the presentation of the grievance to the Superintendent's designee, the aggrieved person may file the grievance with the Superintendent within five (5) working days after the decision at level two or ten (10) working days after the grievance was presented to the Superintendent's designee. Within ten (10) days after receipt of the grievance, the Superintendent shall hold a meeting with the aggrieved party and an Association representative. The Superintendent shall render a decision, in writing, on the grievance within ten (10) working days of the conclusion of the meeting. (Note: same wording as level 2 however, designee option removed)

4. Level Four - Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Superintendent, the aggrieved person or the Association may, within five (5) working days after a decision by the Superintendent or fifteen (15) days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance to the Board of Education. Within twenty (20) working days after such notice of submission, the Board will meet in private with the aggrieved person and/or the person=s

representative, along with a representative of the Association. Within ten (10) working days after this meeting the Board will render its decision in writing.

5. Level Five - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of the grievance at level four, or if no decision has been rendered within ten (10) working days after the meeting with the Board of Education, she may within ten(10) working days after the decision was delivered by the Board of Education, or twenty (20) working days after the meeting with the Board, whichever is sooner, request in writing that the Association submit the grievance to Arbitration and within the (10) working days the Association must give written notification to the Board of its decision.
- b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the Public Employees Relations Commission by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this agreement. The decision of the arbitrator shall be advisory to the Board and the Association. The arbitrator's decision shall be in writing and shall set forth his findings.
- d. The costs for the services of the arbitrator 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 incurred shall be paid by the party incurring the same.

G. MISCELLANEOUS:

1. Separate grievance file - All documents, communications, and records dealing with a grievance shall be filed separately from the personnel file of the participants.
2. Forms - Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. Meetings and Hearings - All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative heretofore referred to in this article.

H. **WRITTEN DECISIONS**

All decisions at all levels of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to the aggrieved person and to the Association.

I. **RIGHTS OF EMPLOYEE TO REPRESENTATION**

1. **Employee and Association** - Any aggrieved person may be represented at all stages of the grievance procedure by herself, or at her option, by a representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. **Reprisals** - No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. **GRIEVANCE PROCEDURE - CUSTODIANS**

A. **DEFINITIONS**

1. **Employee**  
As used in the agreement, “employee” shall mean those employees included in Article I - Recognition - of this agreement.
2. **Grievance**  
A “Grievance” is a claimed violation, misapplication or misinterpretation of this agreement, or of policies or administrative decisions adversely affecting the terms and conditions of employment of employees. However, a grievance shall not apply to any matter for which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) the Board of Education is without authority to act.
3. **Aggrieved Person**  
An “aggrieved person” is the person or persons or the Association making the claim.
4. **Party in Interest**  
A “party in interest” is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. **PROCEDURE**

1. **Time limits**  
The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement, in writing.
2. **Grievance waived or barred**  
A grievance will be waived and barred and outside the jurisdiction of an arbitrator if it is not filed within twenty (20) work days of the event upon which it is based or within

twenty (20) work days of the time the aggrieved person or the Association knew or should have known of the event.

3. Level One - Immediate Supervisor

The aggrieved person shall submit his/her grievance, in writing, to their Immediate Supervisor, within the time limit in paragraph 2 above, setting forth:

- a. the act or omission giving rise to the grievance,
- b. the contractual or other basis of the grievance
- c. the remedy requested.

The Immediate Supervisor will render a decision in writing within ten (10) workdays of his/her receipt of the grievance. All parties to the grievance are encouraged to attempt to resolve the matter informally prior to this written submission.

4. Level Two - Superintendent of Schools or Designee

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) workdays after the grievance was delivered to the Supervisor, he/she may, within five (5) workdays after a decision by the Supervisor, or within fifteen (15) workdays after the grievance was delivered to the Supervisor, whichever is sooner, he/she may submit the grievance in writing to the Superintendent or his/her designee.

The Superintendent or his designee will render a decision within ten (10) workdays of his/her receipt of the grievance. All parties to the grievance are urged to attempt to resolve the matter informally prior to this submission.

5. Level Three - Board of Education

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) workdays after the grievance was delivered to the Superintendent, he/she may, within five (5) workdays after a decision by the Superintendent or fifteen (15) workdays after the grievance was delivered to the Superintendent, whichever is sooner, he/she may submit the grievance in writing to the Board of Education.

b. Within twenty (20) workdays after such submission, the Board will render its decision.

6. Level Four - Arbitration

a. Grievances based solely on a claimed violation, misinterpretation or misapplication of the express written terms of this agreement may be submitted to arbitration. If the Association is dissatisfied with the disposition of the grievance at Level Three, and if the grievance is based upon the Contract, the Association may, within ten (10) working days of receipt of the decision, or, if no decision has been rendered, within thirty (30) work days of submission of the grievance to the Board, present a demand for arbitration.

b. Within ten (10) workdays after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable

arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.

- c. The arbitrator so selected shall confer with the representatives of the Board and Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and set forth his/her finding of fact, reasoning and conclusions on the issues submitted.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be advisory only to the Board and the Association.

- c. Costs for the services of the arbitrator, 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 incurred shall be paid by the party incurring same.

#### C. RIGHT OF EMPLOYEES TO REPRESENTATION

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by him/her self, or, at his/her option, by a representative selected or approved by the Association. This provision shall not apply, however, to the arbitration stage of the grievance procedure, because only the Association shall have the right to request arbitration and to present a case to an arbitrator. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board, or any member of the Association, or by any member of the administration or by the Association against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

#### D. MISCELLANEOUS

1. Written Decisions

All decisions at all levels of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to the aggrieved person to the Association.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file of any of the participants.

3. **Forms**  
Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
  
4. **Meetings and Hearings**  
Subject to the “Open Public Meetings Act” and other applicable law, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.



ARTICLE VI  
~ Reduction in Force ~

1. **REDUCTION IN FORCE – SECRETARIES & CUSTODIANS**

- A. In the event of a layoff or abolition of position, the least senior employee in the job category of the abolished position, will be separated from employment in the district, and will be placed on a preferred eligible list in that job category.
- B. In the event of a subsequent vacancy, within 12 months of the layoff, the senior secretary or within twenty-four (24) months of the layoff the senior custodian on the preferred eligible list will be offered re-employment in the vacant position. Should the employee refuse re-employment his/her name will be removed from the list.
- C. For the purposes of this article, seniority will be defined as the length of continuous employment in Northern Highlands and for secretaries, in their job category. Period of extended unpaid leaves of absence will not count as employment time for seniority, but will not be considered as interrupting continuous employment.

## ARTICLE VII

### ~ Vacancies, Promotions, Transfers, Dismissal ~

#### 1. **TEACHERS**

A. The Superintendent, after the Board votes to hire the teacher, shall send the following information to the Association President within one (1) week of the Board action:

- |                                      |                  |
|--------------------------------------|------------------|
| a. Name of the teacher;              | c. Degree status |
| b. Years of prior credit experience; | d. Salary        |

B. The Board has the right to create and abolish positions. The terms, conditions and salaries of any new positions, appropriate for unit inclusion, created by the Board within the school day, to include released time and/or additional remuneration, shall be negotiated commencing the second year and all subsequent years after its creation.

#### C. Vacancies

Whenever it occurs during the calendar year, a vacancy in an extracurricular, athletic, teaching, stipend or promotional position shall be posted in the mailroom bulletin board and a copy of said posting shall be provided to the President and the Secretary of the Northern Highlands Education Association.

#### 2. **INVOLUNTARY TRANSFERS AND REASSIGNMENTS – SECRETARIES**

A. Posting of Openings/Vacancies: Notice of all secretarial vacancies in the school district shall be posted five (5) days before the deadline for applications.

B. A copy of all such notices of vacancies shall also be given to the Association President. The notice shall clearly state:

1. The qualifications for the position
2. Duties of the position
3. Rate of compensation

C. Meeting and Appeal: An involuntary transfer or reassignment shall be made only after a meeting between the secretary involved and their supervisor, at which time the secretary shall be notified of the reason. In the event that a secretary objects to the transfer or reassignment at this meeting, upon the request of the secretary, the Superintendent shall meet with the individual. The secretary may opt to have an NHEA representative present at said meeting.

#### 2a. **FAIR DISMISSAL PROCEDURE - SECRETARIAL**

##### 1. Procedure:

- a. Date: On or before April 30 of each year, the Board shall give to each non-tenured secretary continuously employed since the preceding September 30 either:
  - i. A written offer of a contract for employment for the next succeeding year;  
or
  - ii. A written notice that such employment shall not be offered.

2. Reasons: Any employee who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the secretary in writing within five (5) days after receipt of such request.
3. Informal Appearance: Any secretary who has received such notice of non-employment and statement of reasons shall be entitled to an informal appearance with full participation before a quorum of the Board, provided a written request for an appearance is received in the office of the Secretary of the Board within five (5) working days after receipt by the employee of the statement of reasons.

**3. POSTING OF VACANCIES AND PROMOTIONS - CUSTODIAL**

- A. Notices of all vacancies and newly created positions in the school district shall be posted within five (5) school days of the vacancy.
  1. A copy of all such notices of vacancies shall also be given to the Association President. The notice shall clearly state:
    - a. The qualifications for the position.
    - b. The duties of the position.
    - c. The rate of compensation for the position.

## ARTICLE VIII

### ~ Withholding of Pay ~

#### 1. NON-GUARANTEE OF INCREASE - TEACHERS

It shall be clearly understood by both parties that the salary schedule does not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment, adjustment and merit increases. In the event the Board wishes to exercise such a right, it does hereby agree to follow the procedures as provided in NJSA 18A, et. seq, and NJAC Title 6 et. seq.

- A. Whenever the Superintendent decides to submit a recommendation to the Board to withhold a salary increase, the employee to be so deprived shall be put on notice of this recommendation no later than May 1 of the current school year. If circumstances develop after May 1 which necessitate withholding an increase, the employee shall receive appropriate notice.
- B. Arrangement shall be made to afford said employee a reasonable opportunity to speak in his/her own behalf before the Board. Said person may be represented by himself or herself or, at his or her option, by a representative selected or approved by the NHEA. Such a meeting before the Board shall not constitute a plenary hearing.
- C. The Board will not take necessary formal action until a date subsequent to the above meeting.
- D. If the resultant action of the Board is to withhold an increase, it shall, within ten (10) days, give written notice of such action, together with the reasons, therefore, to the employee concerned.

#### 1a. APPEARANCE BEFORE THE BOARD- TEACHERS

Whenever any teacher is required to appear before the Board of Education, a committee of the Board, the Superintendent, or any administrator in an investigative interview which the teacher reasonably believes may result in disciplinary action, he/she shall be given notice of the reason for such meeting or interview. And, shall be entitled to have a representative of the Association present to advise him/her during such meeting or interview. paraphrase of NJSA 18A-25.7

#### 2. PROCEDURE FOR WITHHOLDING EMPLOYMENT OR ADJUSTMENT INCREASES - SECRETARIES

- A. Procedure for Withholding Employment or Adjustment Increases - Whenever the Superintendent decides to submit a recommendation to the Board to withhold a salary increase, the secretary to be so deprived shall be put on notice of this recommendation no later than April 1 of the current school year.
- B. Once a recommendation is forwarded to the employee and the Board, the employee may within ten (10) working days file a grievance commencing at the level of the Superintendent. No action shall be taken on the recommendation until grievance is heard according to the grievance procedure as set forth heretofore in Article V of this Agreement.
- C. Any action by the Board to withhold an increase shall be subject to appeal to arbitration as set forth in Article V of this Agreement. The arbitrator shall have the authority to advise the restoration of all or part of the increase withheld retroactively.
- D. Any employment increase withheld under this provision shall be restored the following year unless the procedures set forth in this provision are followed once again, in which case the increase previously withheld and any additional increase which may be due may be withheld in whole, or in part.
- E. If the resultant action of the Board is to withhold an increase, it shall within ten (10) working days, give written notice of such action, together with the reasons therefore, to the secretary concerned.

# ARTICLE IX

## ~ Work Day, Year, Schedule ~

### 1. WORKDAY AND WORK YEAR -TEACHERS

#### A. Work Year

1. The Teachers' work year for 2009-2012 shall consist of 186 days, three (3) of which shall be used for staff development. 183 of these days may involve pupil contact time. There will be an early dismissal for teachers at 12:30 p.m. on the days prior to the Thanksgiving Holiday and Memorial Day Weekend.

Newly hired staff members shall make themselves available to the district for two (2) additional days prior to the start of the school year. The administration shall have the right to designate/schedule these days.

#### B. Work Day

1. Teachers will be assigned to work through the school year according to the following guidelines based on a fifty-eight (58) minute class period. Preparation periods and Administrative/duty assignments assigned will not include filing, copying or answering phones.
  - a. In each four day cycle, all academic teachers (except as otherwise listed below), shall teach five (5) classes (fifteen periods), with five (5) administrative assignments, four (4) preparation periods (1 each day) and four (4) duty free lunch periods (1 each day). In the event that the preceding cannot be met, and a teacher is scheduled to teach six (6) classes in a single day, the teacher shall have no more than three (3) duties over the four (4) day cycle.
  - b. In each four (4) day cycle, physical education teachers will be assigned to teach six (6) classes (eighteen periods), four (4) preparation periods (1 each day) and four (4) duty free lunch periods (1 each day). Physical Education teachers will not be assigned duties/administrative assignments or homeroom during the contracted school day.
  - c. In each four (4) day cycle, English teachers will be assigned to teach five classes (fifteen periods), three (3) administrative assignments, six (6) preparation periods (at least one each day) and four (4) duty free lunch periods (1 each day).
  - d. Part-time teachers, will be assigned to administrative assignments proportional to those of their full-time counterparts whenever possible.
  - e. A teacher may teach an additional class (3 periods per cycle) if an emergency situation arises. An emergency is defined as the unexpected long-term absence of a teacher after the start of the school year. The positions will first be posted per this contract, and if no volunteer comes forth, than it shall be advertised outside the district. If no applicant comes forth, an involuntary assignment may be made. The teacher may not be assigned in this manner more than once during the length

of the contract. The compensation for said teaching period shall be 20%. If a fractional period is needed, the compensation shall be likewise pro-rated.

- f. Advanced Placement Teachers and Primary Mentors shall receive one (1) less duty/administrative assignment.
2. It is understood that if the current ABCD schedule should change during this contract, then Article IX of this contract shall be reopened for negotiation.
  - a. the length of the school day from the beginning of homeroom or the beginning of first period, whichever may come first, until the end of the last period of the school day, shall not exceed the time that is in effect during the 2005-06 school year. (6 hours 51 minutes)
3. Teachers shall report to work fifteen (15) minutes prior to the start of period one (1), or home room, whichever comes first, and shall make themselves available for extra help for students for a reasonable time at the end of the school day.
4. Teachers shall reserve two (2) days after school until 4:00 p.m. each month as determined by the administration, with sufficient notice to the NHEA, for the purpose of faculty and/or departmental meetings, although departments may hold meetings any time within the contractually prescribed work day.
5. Teachers will provide two (2) additional hours per month for professional development as determined by the Professional Development Committee.
6. For purposes of this agreement, pupil contact time is defined as that time when the “teacher” (as defined in ARTICLE I) is engaged in the education of his/her students who are assigned to that class during the time designated by the teacher’s schedule of classes. Under the current system, this means a student assigned to a teacher’s class roster for a particular course meeting during the same period (1-8) on an A,B,C, or D day.
7. Student Coordinators
  - a. Shall receive an annual stipend as listed in Schedule B-1 – Group 1.
  - b. Shall have a duty free lunch.
  - c. Shall have two (2) preparation periods every rotation
  - d. May be permitted to coach.
  - e. Shall have first option to Saturday Detention at a rate of \$30.00 per hour.
  - f. If a Coordinator supervises an after-school activity, including but not limited to the following traditional events, he/she shall receive the hourly compensation in item e. above:
    1. Welcome Back Pep Rally
    2. Homecoming Dance
    3. Talent Shows
    4. Battle of the Bands
    5. Dances (excluding Jr. & Sr. Proms)
8. Facilities Coordinator

- a. Work day will generally be from 11:00 am to 7:00 pm. It is agreed that these hours shall be flexible in nature and shall be continually evaluated and determined on an ongoing basis.
- b. Teaching shall be limited to two (2) classes
- c. Shall receive a stipend of \$15,759.00 for year one of the contract, \$ 16,232.00 for year two, and \$ 16,719.00 for year three of this contract.
- d. For work performed over the summer, reimbursement shall be based on \$ 32.00 per hour for year one of this contract with subsequent raises to be determined.
- e. Shall have a duty free lunch.
- f. Shall have two (2) preparation periods each rotation

9. Athletic Trainer

The Athletic Trainer shall be entitled to the same benefits included in the District's teachers' collective bargaining agreement with the following exceptions:

- a. Duties of the Athletic Trainer shall be as defined by statute, policy and the job description.
- b. The work week for the Athletic Trainer shall begin each day at 12:00 noon and continue until activities have concluded, and shall include weekends when home games are scheduled.
- c.. The Athletic Trainer shall be entitled to twelve (12) sick days per year with pay. Ten (10) sick days shall be cumulative and may be carried over from year-to-year.
- d. Upon retirement/resignation, the Board shall compensate the Athletic Trainer an amount equal to \$100 per diem for each accumulated sick day. There shall be a fifty a (50) day deductible.
- e. The Board agrees to pay the dues and fees on behalf of the Athletic Trainer to professional associations on the local, county, state and national level which are relevant to the position, as approved by the Superintendent, but do not include dues to the NHEA, NJEA, BCEA or NEA.
- f. The Board Agrees to pay tuition and fees as necessary for the Athletic Trainer to pursue post-graduate programs related to his area. This shall be limited to six (6) credits per year.
- g. A termination date shall be mutually agreed upon by the Superintendent of Schools and the Athletic Trainer, of intent to retire or resign, but notice must be a minimum of 30 days.

2. **WORK SCHEDULE - SECRETARIES**

A. HOURS OF WORK

1. All full time secretaries work 7 hours per day. The standard work day will be from 8:00 a.m. to 4:00 p.m. (including either a one (1) hour lunch or a 45 minute lunch plus a fifteen (15) minute coffee break). To assure coverage, starting and ending times may be either earlier or later.
  - a. Summer work hours shall be six hours per day, inclusive of one half hour lunch period and shall be in effect as of the day following the last day of school for teachers and up to the day teachers return to begin the school year.
  - b. On the day preceding Thanksgiving and Memorial Day, all secretaries shall be permitted to leave school one-half hour after the students however, to avail themselves of this provision and to avoid inequities, all secretaries must begin at the same time on each of these days (7:00 a.m.).
  - c. Inclement weather - If school is closed due to inclement weather conditions, secretaries will be so notified and will not be required to report to work unless requested by an immediate supervisor or designee. Snow days designated in the school calendar but not used, shall be work days for secretaries.
  - d. Emergency/Early Dismissal - When students and teachers are dismissed early from school due to inclement weather or emergency conditions, secretaries may be permitted to leave the building 2 hour after students and teachers are dismissed.
2. Delayed opening - Secretaries will report to work as close as possible to their regular start time.
3. The work year for ten month secretaries will be from September 1 through June 30. In addition to the legal holidays listed, ten (10) month secretaries receive time off in accordance with the annual school calendar.
4. The work year for 12 month secretarial personnel will be July 1 to June 30 of the ensuing year. In addition to the legal holidays listed, twelve (12) month secretaries shall receive time off in accordance with Sections C. and D. of this article.

B. HOLIDAYS: The following are paid holidays for secretaries:

|   |  |
|---|--|
| Labor Day   | December 24 and 25                       |
| Rosh Hashanah/Yom Kippur<br>(If school is closed) | December 31 and January 1                |
| N.J.E.A. Convention (2)                           | *Martin Luther King Day                  |
| Thanksgiving Recess (2)                           | *Good Friday                             |
| *Washington's Birthday                            | Memorial Day                             |
|   | Independence Day (July 4 <sup>th</sup> ) |

\*If school is in session on these days, secretaries will work but will be given another day off in lieu of each holiday worked. If any of the named holidays falls during an employee's vacation period, the employee shall receive another day off in lieu of the holiday.



C. **VACATIONS**

Newly hired twelve month secretaries shall earn five (5) days of vacation per year in their first two years of service; ten (10) days in years three (3) thru five (5); and beginning with the sixth year, earn one (1) additional day per year up to a maximum of twenty (20) days. (Ten month secretaries shall earn no vacation time during their employ.)

Twelve month secretaries whose employment in the district was on or before July 1, 1987 will continue to receive twenty (20) days vacation. Secretaries who leave the employ of the district shall have their unused/earned vacation time paid on a prorated basis. With the approval of the immediate supervisor, vacations may be scheduled throughout the year.

D. **RECESS PERIODS**

1. Each 12 month secretary will be off during the December Holiday recess. If a winter and spring recess are part of the school calendar, 12 month secretaries shall be scheduled to work during one of the two recesses and be off during the other. If either the winter or spring recess are shortened or eliminated, in lieu of working one recess or the other, 12 month secretaries shall be provided five recess days which can be taken at any time of the year as mutually agreed to by the employee and their supervisor. If the schedule includes two recess periods and a secretary elects to take the February recess period and any of the above named holidays fall during that break, the employee shall be entitled to take that holiday on another date mutually agreed upon by the employee and their supervisor.

**3. WORK SCHEDULE - CUSTODIAL**

A. **WORK DAY**

1. The immediate Supervisor shall determine a work schedule for each employee which shall remain in effect, except when his/her schedule must be changed for emergencies or activities which require additional staffing. If additional staffing is required, twenty-four (24) hour notice shall be given when possible prior to assignment.
2. Notification of a change in the regular work hours of an employee for an extended period of time shall be given to the employee at least one (1) week in advance of the effective date of change.
3. All custodial employees shall work a forty (40) hour week. Work beyond the forty (40) hour period shall be paid at the rate outlined in Article IX, section 3 (c).
4. A 15 minute break shall be provided for the night shift employees.

B. **LENGTH OF INDIVIDUAL EMPLOYMENT CONTRACTS**

1. All individual employee contracts are to be written for a one-year (1) period.
2. All employee contracts shall contain a thirty (30) day notice of termination clause.

C. **OVERTIME**

1. All employees shall be paid at the rate of time and one-half for all work performed after forty (40) regular hours and at the rate of double time for all work performed on Sunday

and holidays listed in Article IX, section 3 (d) except those marked with asterisks. In computing work time, holidays and vacation days shall be counted as days worked.

2. Overtime pay shall be paid in the next pay period following that period in which the overtime was worked.
3. Employees who are called in to work at times not contiguous to their normal shift shall be paid \$95.00 per occurrence. If such time shall last beyond three (3) hours work, they shall receive their hourly rate for the extra time worked.

4. OVERTIME FOR SATURDAY AND SUNDAY ACTIVITIES

- a. Saturday and Sunday activities shall be posted on the custodian's bulletin board at least five (5) days prior to the overtime, unless the request comes at such a time that five (5) days is not able to be achieved. In such an instance, the posting shall take place as soon as reasonably possible.

5. OVERTIME LIST

- a. A list of employees will be compiled for overtime work at the beginning of each month, for that month. Each person will have an opportunity to work such overtime if and only if his/her name appears on the sign-up list. Each person will have a turn before he/she is asked again. The Immediate Supervisor will keep a copy of the list and a list will remain on the bulletin board. It will be the responsibility of the Immediate Supervisor to make sure that the schedule is followed according to the contract.
6. In the event that the number of employees required for overtime work accepting such work is insufficient, employees may be assigned to work overtime.

D. PAID HOLIDAYS

The following are paid holidays for 12 month employees:

|                        |                         |
|------------------------|-------------------------|
| Independence Day       | Christmas Eve.          |
| Labor Day              | Christmas Day           |
| *Columbus Day          | New Year's Eve          |
| *Veteran's Day         | New Year's Day          |
| Thanksgiving Day       | *Martin Luther King Day |
| Day after Thanksgiving | *Washington's Birthday  |
| **NJEA Convention      | *Good Friday            |
|                        | Memorial Day            |

- \* In the event that school is in session on these days, employees will work but be given another day off in lieu of each Holiday worked.

- \*\* 1/2 of the staff may be excused from work for one day and the balance of the staff for the second day.

E. VACATION POLICY

1. 12 Month employees shall be entitled to vacation under the provision of the following policy: after 2 months-12 months-1 day per month, up to 10 days.

1 year - 5 years - 10 days

5+ years - 15 days

6+ years - 16 days

7 + years -17 days

8 + years - 18 days

9+ years - 19 days

10+ years - 20 days

2. The vacation earning period shall be July 1 through June 30. Employees may request vacation to be taken at any time during the year after it is earned. Requested vacation periods will be subject to approval by the administration.

# ARTICLE X

## ~ Professional Meetings ~

### 1. **PROFESSIONAL MEETINGS- TEACHERS**

- A. Permission to attend professional meetings shall be requested of the Superintendent who shall be authorized to grant or not grant such requests. Expenses incurred attending such approved meeting shall be borne by the Board. The Superintendent shall have the right to approve, partially approve or disapprove requests for reimbursement of expenses for attendance at such professional meetings.
- B. Transportation expense allowed shall be the incurred carrier cost or expense at the same rate per mile as set out in New Jersey statute, regulations and OMB circulars. Car use shall not be considered as being for Board business, and the Board shall not be liable for any damages resulting from accidents incurred through the use of a car.
- C. Living expenses may be allowed at the discretion of the Board for attendance at professional meetings and in accordance with New Jersey statutes and regulations. Professional staff members shall be allowed two (2) days annually for attendance at the New Jersey Education Association Convention. Expenses incurred for this convention shall be borne by the staff members.

### 2. **SECRETARIES**

- A. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during the working hours in conference meeting, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

ARTICLE XI  
~ S.T.A.L.C. ~

1. **STAFF/TEACHER ADMINISTRATION LIAISON COMMITTEE** – ALL UNITS

- A. A Staff/Teacher-Administration Liaison Committee (“STALC”) shall meet at least once a month after the end of the school day with the Principal and/or his/her designee(s) to review and discuss school problems and practices. The Committee shall consist of six teachers, three of whom shall be appointed by the Association and three appointed by the Principal. The committee shall also provide for least one representative from the Custodial and Secretarial Associations. The purpose of the STALC is to raise, in an informal setting, concerns and suggestions concerning the operations of the school.
- B. The time and place of the STALC meeting shall be posted on an appropriate bulletin board in the school building. A meeting agenda, insofar as one exists prior to the meeting, will be included in this posting.
- C. The STALC shall not replace either the grievance procedure or the negotiations procedure. No statements made at STALC meetings shall be used at any negotiations sessions, grievance hearing or arbitration. All negotiations shall take place at the negotiations table by duly authorized parties and all grievances shall follow the grievance procedure

## ARTICLE XII

### ~ Salaries ~

#### 1. **SALARIES- TEACHERS**

A. The salaries of all those covered by this Agreement for 2009-2012 school years are set forth in Schedules A1-A4, which are attached hereto and made a part thereof. Schedules for Extra-Curricular, Athletic and other stipends and hourly rates are set forth in Schedules B1 & B2, C1 & C2 and D respectively, which are attached to and made a part thereof.

B. No individual shall be advanced in salary, unless his/her service shall have been satisfactory and the Superintendent shall have recommended such advancement. The withholding of any advance in salary, for any given school year shall not create an obligation to restore such advancement. The Board, upon the recommendation of the Superintendent, may restore the individual to the position he/she would have had if the advancement had not been withheld.

If a staff member, currently "off-guide at Level Q," earns additional credits during the contract period and advances from one column to another, the staff member shall have their previously approved salary at the former level increased by 5% if moving to MA and 4% if moving from MA to MA+30 or from MA+30 to MA+60.

C. Teachers shall be eligible for a change in training level two times per year, September 1<sup>st</sup> and February 1<sup>st</sup>. It shall be the responsibility of any teacher employed by the district on September 1 of one year to notify the Superintendent in writing by December 1 of the same year regarding any change or contemplated change in training level for the following school year. Any teacher who begins employment subsequent to September 1 of any one school year must provide similar notification within three months after employment commences. In addition, evidence that such change is merited shall be submitted to the Superintendent not later than October 1 for a September change or March 1<sup>st</sup> for a February change and, if necessary, a new contract will be issued.

D. A teacher who has been on a paid status (work or work plus paid sick leave) for two (2) full marking periods or one-half (1/2) of the work year plus one (1) day, shall qualify in the next school year for a full increase, subject to the provisions of Article XII(B). A teacher who is on a paid status for less than two (2) full marking periods or one-half (1/2) of the work year plus one (1) day, shall receive no increase for the following school year.

E. Teachers who are veterans shall receive military service credit in accordance with State law.

F. Good Attendance Bonus

Staff members who use no sick days during the year shall receive at year end a \$150 Good Attendance Bonus. Staff members who use no personnel days during the school year shall receive a \$75 Good Attendance Bonus at year end.

#### 2. **SALARIES – SECRETARIES**

A. Salary Schedule - The salary of each employee covered by this Agreement for the 2009-2012 school years are set forth in Schedule E which is attached hereto and made a part hereof.

- B. Method of Payment:
  - 1. Twelve (12) Month Secretaries:  
Each secretary employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
  - 2. Ten (10) Month Secretaries:  
Each secretary employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
  - 3. Exceptions - When a payday falls on or during a school holiday, school vacation or weekend, secretaries shall receive their paychecks on the last working day.
  - 4. Final Pay - After a maximum of 15 day notice of intention to separate, the secretary will receive her final paycheck on her last working day.
- C. If an employee is assigned to assume the full duties and responsibilities of a position in a higher classification on the salary guide for a consecutive period of three (3) full days, said employee will be paid an additional daily stipend based on the higher salary classification for the duration of the assignment.
- D. Good Attendance Bonus  
Staff members who use no sick days during the year shall receive at year end a \$150 Good Attendance Bonus. Staff members who use no personnel days during the school year shall receive a \$75 Good Attendance Bonus at year end.

**3. SALARIES - CUSTODIAL**

- A. The salaries and stipends of those covered by this agreement are attached in Schedule F.
- B. Good Attendance Bonus  
Staff members who use no sick days during the year shall receive at year end a \$150 Good Attendance Bonus. Staff members who use no personnel days during the school year shall receive a \$75 Good Attendance Bonus at year end.

# ARTICLE XIII

## ~ Tuition Reimbursement ~

### 1. TUITION REIMBURSEMENT - TEACHERS

- A. The Board of Education will fund a Professional Development Tuition Reimbursement Program during each school year of this contract in the amount of \$ 41,951.00 for year one of the contract, \$ 43,181.00 for year two of the contract, and \$ 76,507.00 for year three of the contract. If any funds are not used during the contract year, the unused funds will become the property of the Board of Education.
- B. Allocations and Stipulations:
1. Within the limits listed in Article XIII, 1.A, above, reimbursement shall be based on the Rutgers rate and be reimbursed by credit at 100% of the rate for the first credit unless the cost of the requests for first credit reimbursement exceeds the fund. In such an instance, the fund will be equally divided among the requesting staff members.
  2. Reimbursement requests for second and additional credits shall be paid within available funds, with second credit requests taking precedent over third credit requests and so on. Within the per year limits, reimbursement shall be 100% of the Rutgers rate for second credit requests, after all first credit requests have been paid in full at the Rutgers rate. If the cost for second credit reimbursement exceeds the fund, the available monies in the fund will be equally divided among the requesting staff members. After the second credit requests have been paid in full at the Rutgers rate, requests for third credit reimbursement will be considered in the same process and manner as the second credit requests. This process shall be followed until all requests or all of the monies in the fund are exhausted.
  3. 100% of the cost of continuing education programs approved by the Superintendent shall be reimbursed. For the purpose of movement on the salary schedule, such programs shall be converted to graduate credits based upon fifteen (15) hours equals one (1) continuing education unit (CEU) or one (1) graduate credit equivalent.
  4. 100% of the cost of attending and/or participating in formal in-service education programs (both within and outside the District), approved by the Superintendent, and seminars and workshops shall be reimbursed with the stipulation that these professional development experiences shall be convertible to graduate credit equivalents, using the fifteen (15) clock hours equals one (1) graduate credit equivalent for the purposes of movement on the salary schedule.
  5. All requests for approval must be submitted no later than May 1<sup>st</sup> so that appropriate funds may be encumbered.
  6. This Professional Development Reimbursement Program is meant to include only those programs which carry graduate or undergraduate credits or which can be converted to graduate credit equivalents based upon the curricular, academic content of the program. Workshops, seminars or meetings which do not carry graduate or undergraduate credit towards movement on the salary schedule shall be guided by Article X, Professional Meetings.



C. Approvals

1. The Superintendent of Schools shall approve graduate/continuing education courses according to the following guidelines:
  - a. Masters Degree programs in one's field/subject area shall be considered automatically approved upon notification of one's intent to enroll in such a program. All courses required to complete the degree program shall require no further approval.
  - b. Other degree or advanced certification programs within the field of education shall be approved for funding if they indicate evidence of improving desirable skills which are in line with the goals of the school district. Once approval for such a program has been granted, all courses required for the completion of the degree or certification shall require no further approval.
  - c. All other situations, workshops, seminars, et al., where individual courses not leading to any degree or specific certification are requested by the employee, shall be considered approved for funding if they indicate evidence of improving desirable skills which are in line with the goals of the school district.
  - d. The employee shall submit to the district office, prior to enrollment, notification of intent to matriculate in a degree or certification program. The Superintendent shall review the request according to the guidelines set forth in section 1, paragraph C above, and approve or deny within seven (7) calendar days of the date of request.
  - e. If approval is granted, the employee shall be reimbursed according to section 1, paragraph B above.
  - f. If approval is denied by the Superintendent, the employee shall have the right to appeal this decision to a review committee comprised of the Chairperson of the Education Committee of the Board of Education, the Principal, and the President of the NHEA or his/her designee. This committee shall convene within seven (7) calendar days to consider this appeal. The decision of this body shall be final and not subject to further appeal before any other body or individual.

2. **TUITION REIMBURSEMENT - SECRETARIES**

- A. Any secretary, while actively employed at Northern Highlands, who elects to continue professional studies will be reimbursed for tuition by the Board as set forth below.
- B. All courses eligible for reimbursement must be taken in an accredited school, college, or university or taken as part of an in-service training program and must be directly related to the secretaries assignment. Approval of in-service program courses will be made by the Superintendent on a case-by-case basis.
- C. All courses taken for tuition reimbursement must have the prior approval of the Superintendent as meeting eligibility criteria.

- D. A secretary, upon completing an approved course with a grade of B or better must submit the following documents to the Superintendent before reimbursement will be made:
1. The school transcript or other official record of course completed.
  2. Bursar's receipt or verification of payment of tuition fee.
- E. Reimbursement:
1. The amount of the reimbursement is 100% of the tuition cost.
  2. One-half of the amount of tuition will be reimbursed to the secretary upon submission to the Superintendent of the receipt of registration. The remaining one-half will be reimbursed in accordance with Section D above.

**ARTICLE XIV**  
**~ Health Benefits ~**

1. **HEALTH BENEFITS – ALL UNITS**

A. Medical Plan

The Board of Education will provide a medical plan for its employees. This plan will provide for hospital, medical and physician benefits, and will include major medical coverage. The premiums for employees and dependents will be paid by the Board of Education. The present medical plan is described in detail in the information booklet and insurance policy and issued to employees and on file in the Board Secretary's office.

B. Dental Insurance

The Board of Education will provide dental insurance for its employees. The premium for employees and dependents will be paid by the Board of Education. The dental plan is described in detail in the information booklet and insurance policy issued to employees and on file in the Board Secretary's office.

C. Discussion of any change of insurance carriers, by any group, shall include representative(s) of the Association.

**ARTICLE XV**  
**~ Personal Illness, Sick Days, Use & Reimbursement ~**

**1. PERSONAL ILLNESS, SICK DAYS, USE & REIMBURSEMENT- TEACHERS**

**A. Annual Allowance for Personal Illness**

A full-time employee may be absent from school, due to personal illness, in accordance with the following provisions:

1. He/she shall be granted a maximum of ten (10) days sick leave per year which shall be cumulative.
2. The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service.
  - a. A full-time employee who leaves the system loses his/her benefits under the cumulative sick leave plan.
  - b. A full-time employee is rendering consecutive service as long as he/she or the Board of Education does not officially terminate his/her contract. A leave of absence, as granted by the Board, does not constitute an interruption of service. However, a career development leave of absence granted by the Board constitutes an interruption of service only for the purpose of accumulating sick leave during the period of such leave.
  - c. A teacher who is separated because of the abolition of his/her position and is subsequently re-employed will have the accumulated sick leave in his/her account at the time of separation restored to his/her credit upon re-employment.
3. A record kept in the office of the Superintendent shall determine the number of accumulated days.
4. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted.
5. Employees who are absent because of personal illness for a period of more than three (3) consecutive days shall file with the Superintendent a certificate from their physician attesting to the illness and necessity for the absence.

Employees who wish a leave of absence due to illness or health reasons shall file with the Superintendent for such leave. The Board of Education reserves the right to grant special extension of such leave in individual cases, which, in its judgment, are deserving of such.

**B. Payment for Unused Sick Leave Upon Retirement**

1. Any teacher who retires from Northern Highlands Regional High School according to the provisions of the TPAF and, has completed at the time of retirement, at least 18 years of service in Northern Highlands, will be reimbursed for all accumulated sick leave days, after the first 50 days, which shall be deductible, at the rate of \$85.00 per day, to a maximum total payment of \$18,000.00.

2. Any teacher who resigns from Northern Highlands Regional High School District for the purpose of retirement, and has completed at least 20 years of service in Northern Highlands during the period covered by this contract will be reimbursed for all accumulated sick days above 150 sick days at a rate of \$ 275.00 per day to a maximum total payment of \$ 25,000.00. Employees choosing to exercise this option will not be eligible for any reimbursement for sick leave under this Article (Article XV), Section B 1 above.

Said monies will be paid within 45 days after the date of the employee's resignation, and will be paid by a payroll check with normal employee deductions. Employees exercising this option will not be eligible (under Article XV, Section B 1 or otherwise) to receive any reimbursement for the first 150 "deductible" sick days. The employee's resignation shall be binding, final and irrevocable at the time it is accepted by the Northern Highlands Regional High School Board of Education.

Teachers claiming reimbursement under this provision must notify the Board Secretary of their intention to retire at the end of the first semester not later than the preceding October 1 or, if retiring at the end of the school year not later than the preceding February 1.

Payment will be made to the teacher according to the following schedules, at the option of the retiring teacher:

1. All on or about July 15
2. All on or about the following January 1
3. Half on each date

## 2. **PERSONAL ILLNESS, SICK DAYS, USE & REIMBURSEMENT - SECRETARIES**

- A. ANNUAL ALLOWANCE FOR PERSONAL ILLNESS - A regularly employed secretary may be absent from school, due to personal illness, in accordance with the following provisions:
  1. A secretary shall be granted a maximum of twelve (12) days for twelve (12) month secretaries and ten (10) days for ten (10) month secretaries sick leave per year, which shall be cumulative.
  2. A record kept in the office of the Superintendent shall determine the number of accumulated days. Employees shall be given a written accounting of accumulated sick leave days in June of each school year.
  3. In the case of absence of ten (10) school days or more, a written certificate will be required upon return to service.
  4. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted.
  5. Any employees who wish a leave of absence due to illness or health reasons shall file with the Superintendent for such leave. The Board of Education reserves the right to

grant special extension of such leave in individual cases, which in its judgment, are deserving of such in accordance with the terms of NJSA 18A:30-6.

6. Physical Disability Related to Pregnancy and Childbirth - Employees who are physically disabled by reason of pregnancy, childbirth, and postpartum recovery will be entitled to utilize accumulated sick leave for twenty (20) working days before the anticipated date of birth and twenty (20) working days after actual date of birth. Additional use of sick leave may be permitted upon medical certification of particular complications related to the pregnancy, childbirth, and postpartum recovery. The employee shall be entitled to leave under this paragraph to the extent to which she has accumulated sick days. Employees who expect to use such leave will notify the Superintendent of the expected beginning date and duration of such period of disability as far in advance as possible.

B. Payment for Unused Sick Leave Upon Retirement

1. Upon retirement from service under the rules of PERS, employees with at least ten (10) years of service in Northern Highlands will be reimbursed for all accumulated sick leave days, after the first six (6) days which shall be deductible, at the rate of \$60.00 per day to a maximum total of \$8,500.
2. Secretaries claiming reimbursement under the provision must notify the Board Secretary of their intention to retire no later than three months prior to retirement. Payment will be made to the retiree according to the following schedule at the option of the retiring secretary:
  1. All on or about July 15
  2. All on or about the following January 1
  3. Half on each of the above dates
3. Payment for Unused Sick Leave Upon Reduction-In-Force Employees who have served a minimum of 5 years in the District, will be reimbursed for all accumulated sick leave days at the rate of \$35.00 per day to a maximum of \$2,000. Payment will be made when leaving employment.
4. In the event of the death of an employee with at least ten (10) years of service in Northern Highlands prior to severance of employment, the estate will be paid for all accumulated sick leave days, minus six (6) days deductible at the rate of \$60.00 per day to a maximum total of \$8,500.

3. **PERSONAL ILLNESS, SICK DAYS, USE & REIMBURSEMENT - CUSTODIANS**

A. ANNUAL ALLOWANCE FOR PERSONAL ILLNESS

A full-time employee may be absent from school, due to personal illness, in accordance with the following provisions:

1. He/she shall be granted a maximum of twelve (12) days for twelve (12) month employees and ten (10) days for ten (10) month employees sick leave per year, which shall be cumulative.
2. The accumulation of sick leave allowance shall be limited to consecutive and

uninterrupted service, as accrued in conjunction with pensionable service.

3. A record kept in the office of the Superintendent or his designee shall determine the number of accumulated sick days. An accounting of accumulated sick days shall be provided to each employee by September 30<sup>th</sup> of the next school year.
  4. In case of absence of ten (10) school days or more, a written certificate of fitness from the attending physician will be required upon return to service.
  5. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted.
  6. Employees who are absent because of personal illness for a period of more than three (3) consecutive days shall file, upon request, with the Business Administrator a certificate from their physician attesting to the illness and necessity for the absence. The Board, through their agent(s), retains the right to require a note for consecutive days of personal illness in an amount less than described in this ARTICLE. Employees who wish a leave of absence due to illness or health reasons shall file with the Superintendent for such leave. The Board of Education reserves the right to grant special extension of such leave in individual cases, which, in its sole judgment, are deserving of such.
- B. Effective 7/1/94, upon retirement from service under the rules of PERS, employees with at least ten (10) years of service in Northern Highlands will be reimbursed for all accumulated sick leave days, after the twenty-four (24) days, which shall be deductible, at the rate of \$60.00 per day, to a maximum total of \$9,000.00.
- C. Employees claiming reimbursement under the provision must notify the Board Secretary of their intention to retire no later than three (3) months prior to retirement. Payment will be made to the retiree according to the following schedule at the option of the retiring employee:
1. All on or about July 15<sup>th</sup>.
  2. All on or about the following January 1<sup>st</sup>.
  3. Half on each of the above dates.
- D. Payment for Unused Sick Leave Upon Reduction-In-Force  
Employees who have served a minimum of five (5) years in the District, will be reimbursed for all accumulated sick leave days, after the first twelve (12) days, which shall be deductible, at the rate of \$35.00 per day to a maximum of \$2,100. Payment will be made when leaving employment.
- E. In the event of the death of an employee with at least ten (10) years of service in Northern Highlands prior to severance of employment, the estate will be paid for all accumulated sick leave days, after the first twelve (12) days, which shall be deductible, at the rate of \$60.00 per day, to a maximum total of \$9,000.
1. Part-time employees are to be prorated the above stated rates based on the average number of hours worked per week over the most preceding 12 month period of time. The base hours per week used for the proration shall be consistent with the number of hours in the custodial work week as defined in Article IX, section 3 (part A.3).

# ARTICLE XVI

## ~ Temporary Absences ~

### 1. **TEMPORARY ABSENCES - TEACHERS**

#### A. Annual Allowance for Death or Critical Illness Within Immediate Family

1. In addition to leave for personal illness as defined in Article XV, section 1, an employee may be allowed a maximum of five (5) school days per incident in any one year with full pay because of death or critical illness within the immediate family. A maximum of five (5) additional days may be granted with deduction of substitute's salary where such additional absence is necessary and unavoidable. Thereafter, full deduction shall be made.

a. Critical - shall be construed to mean of the nature of, or constituting, a crisis, hence of doubtful issue as determined by the Superintendent.

b. Immediate - shall be understood to include in the family, husband, wife, father, mother, child, brother, sister, mother-in-law, father-in-law and any other relative making his or her home with the employee's family.

2. In case of death of a relative of the second degree, absence of one (1) full day may be allowed with full pay. Thereafter, full deduction shall be made.

a. Relative of the second degree shall be understood to include uncle, aunt, grandparent, nephew, niece, cousin, brother-in-law and sister-in-law.

Application for use of the allowances under 1 and 2 must be made in writing to the Superintendent within the month when the absence occurs, and is subject to his/her approval.

#### B. Personal Leave

1. In addition to the above, absence may be allowed with or without pay up to three (3) days, at the discretion of the Superintendent. Absences for greater periods will be considered by the Board on recommendation of the Superintendent. Application for use of the allowances must be made in writing to the Superintendent prior to the time of the absence or no later than one (1) school day following the return.

2. In circumstances where the purpose for the leave is especially personal, the application may be completed without a stated reason. The reason must then be provided verbally to the Superintendent for his/her approval.

#### C. Pregnancy, Childbirth-Child Care Leave

##### 1. Physical Disability Related to Pregnancy and Childbirth

a. Teachers who are physically disabled by reason of pregnancy, childbirth and postpartum recovery will be entitled to utilize accumulated sick leave for up to a maximum of forty (40) days. Additional use of sick leave may be permitted upon medical certification of particular complications related to the pregnancy, childbirth and postpartum recovery. The teacher shall be entitled to leave under this paragraph to the extent to which she has accumulated sick days.

b. Teachers who expect to use such leave will notify the Superintendent of the expected beginning date and duration of such period of disability as far in advance as possible.



- c. On the day of the birth of a child, a personal day will be granted. Depending upon the circumstances of the birth, the Superintendent may, after the fact, allow a Critical Illness day to be applied instead.

## 2. Child Care Leave

- a. The Board will grant, upon written request, a child care leave of absence, without pay, in accordance with the New Jersey and Federal Family Leave Acts, a copy of which is on file in the Office of the Secretary to the Board of Education. Child care leaves will normally begin upon the expiration of the physical disability leave provided in paragraph 1 above, or at such other date as may be agreed upon by the teacher and the Board, and all such leaves will end upon the completion of the first full school year after the date of birth. (e.g., the date of birth occurs between September, 1997 and June 1998; requested child care leave would then end on June 30, 1999).

A teacher may apply in writing for one (1) additional year of unpaid child care leave, and the Board may grant such additional leave.

- b. A teacher who has been on a paid status (work or work plus paid sick leave) for two (2) full marking periods or one-half (1/2) of the work year plus one (1) day, shall qualify in the next school year for a full increase.

A teacher who is on a paid status or less than two (2) full marking periods or one-half (2) of the work year plus one (1) day, shall receive no increase for the following school year. Nothing in this clause shall preclude the Board from withholding an increase as per Article XII(B).

- c. Teachers on child care leave will notify the Superintendent of their intention to return to active duty not later than April 1 of the school year preceding the year in which the teacher will return to work.

3. A teacher who is required to serve on jury duty shall receive his or her regular pay, diminished by the amount of compensation received as a juror, for the day(s) missed due to jury duty.
4. Leaves of absence for extended period of reasons other than those stated may be granted by the Board with or without pay for good cause shown. The Board's decision to grant such an extended leave shall not constitute a binding precedent. The Board may deny a request for an extended leave of absence for any or no reason.

## 2. **TEMPORARY LEAVES OF ABSENCE- SECRETARIES**

As of the beginning of each contractual year, secretaries shall be entitled to the following non-accumulative leaves of absence with full pay each school year. Absences for greater periods will be considered by the Board on recommendation of the Superintendent.

### 1. PERSONAL -

Up to three (3) days of leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the Superintendent or his/her designee for personal leave must be made prior to the time of the absence or no later than one day following the absence. A form for this purpose shall be made available.

Reasons for taking this leave, as indicated on the form, will be held in strict confidence by the office of the Superintendent or his/her designee.

2. ANNUAL ALLOWANCE FOR DEATH -

- a. In addition to leave for personal matters as defined above, an employee may be allowed a maximum of five (5) working days for each occasion of death in the immediate family with full pay.
- b. Immediate shall be understood to include in the family, husband, wife, father, mother, child, brother, sister, stepchild, stepparent, mother-in-law, father-in-law, grandchild and any relative making his or her home with the employee's family.
- c. In case of death of a relative of the second degree, absence of one full day will be allowed with full pay.
- d. Second degree shall be understood to include uncle, aunt, grandparent, nephew, niece, cousin.
- e. Application for use of the allowance for death must be made in writing to the Superintendent or his/her designee and is subject to his/her approval.

3. CRITICAL ILLNESS WITHIN IMMEDIATE FAMILY - Each employee shall be allowed up to five (5) working days with full pay for the care of an immediate family member due to critical illness. Critical shall be construed to mean life threatening or requiring care on an interim or emergency basis by employee. Immediate shall be understood to include members as stated in "2b" above.

Application for use of the critical illness allowance must be made in writing to the Superintendent or his/her designee and is subject to his/her approval.

Leaves of absence for extended periods of time for reasons other than those stated may be granted by the Board of Education without pay for good cause shown.

4. Child Care Leave

- A. The Board will grant a child care leave of absence without pay to a secretary, upon written request, to care for a newborn or newly adopted child. Child care leaves will normally begin upon the expiration of the physical disability leave provided in paragraph 6 above, or at such other date as may be agreed upon between the secretary and the Board, and all such leaves will end at the end of the current school year. A secretary may apply in writing for one (1) additional year of unpaid child care leave, and the Board may grant such additional leave.
- B. Secretaries on child care leave will notify the Business Administrator/Board Secretary of their intention to return to active status not later than April 1.
- C. Upon return from child care leave, a secretary will be placed in the same position or an equivalent position to the one she occupied prior to the leave, at no loss of pay.

**3. TEMPORARY ABSENCE - CUSTODIAL**

- A. ANNUAL ALLOWANCE FOR DEATH OR CRITICAL ILLNESS WITHIN IMMEDIATE FAMILY**
1. In addition to leave for personal illness as defined in Article XV, section 3, an employee may be allowed a maximum of five (5) days per incident in any one year with full pay because of death or critical illness within the immediate family.
    - a. Critical - shall be construed to mean of the nature of, or consisting, a crisis, hence of doubtful issue as determined by the Superintendent.
    - b. Immediate - shall be understood to include in the family, husband, wife, father, mother, child, brother, sister, mother-in-law, father-in-law, grandparents and other relative making his or her home with the employee's family.
  2. In case of death of a relative of the second degree, absence of one full day may be allowed with full pay. Thereafter, full deduction shall be made.
    - a. Relative of the second degree shall be understood to include, uncle, aunt, grandparent, nephew, niece, cousin, brother-in-law, and sister-in-law.
  3. Application for use of the allowances under 1 and 2 must be made in writing to the Superintendent within the month when the absence occurs, and is subject to his/her approval.
- B. OTHER ABSENCES**
- Up to three (3) days of leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the Superintendent or his/her designee for personal leave must be made prior to the time of the absence or no later than one (1) day following the absence. A form for this purpose shall be made available. Reasons for taking this leave, as indicated on the form, will be held in strict confidence by the Office of the Superintendent or his/her designee.
- C. PHYSICAL DISABILITY RELATED TO PREGNANCY and CHILDBIRTH**
- Employees who are physically disabled by reason of pregnancy, childbirth and postpartum recovery will be entitled to utilize accumulated sick leave for twenty (20) working days before the anticipated date of birth and twenty (20) working days after the actual date of birth. Additional use of sick leave may be permitted upon medical certification of particular complications related to the pregnancy, childbirth, and postpartum recovery. The employee shall be entitled to leave under this paragraph to the extent to which she has accumulated days. Employees who expect to use such leave will notify the Superintendent of the expected beginning date and duration of such period of disability as far in advance as possible.
- D. CHILD CARE LEAVE**
1. The Board will grant, upon written request, a child care leave of absence, without pay, in accordance with the New Jersey and Federal Family Leave Acts, a copy of which is on file in the Office of the Secretary to the Board of Education.

**ARTICLE XVII**  
**~ Other Benefits ~**

**A. EMPLOYEE ASSISTANCE PROGRAM - ALL UNITS**

The Board shall pay the annual cost of enrollment of unit members in a mutually acceptable Employee Assistance Program. Participation in this program by district employees shall be completely voluntary and strictly confidential. The Board shall pay for enrollment of unit members in this program only until the expiration of this contract, at which time the Board will have no duty to make further payments.

**B. UNIFORMS & SAFETY SHOES- CUSTODIAL**

Custodial employees shall be supplied with three (3) uniforms each year, which will be worn at all times while on duty.

Safety shoes - custodians and maintenance employees will be reimbursed up to \$100 each school year upon receipt to the Board Office and must be worn while on duty.

**C. FOUL WEATHER GEAR- CUSTODIAL**

Winter jackets and boots (6 each) will be kept in the school for use by the custodians in snow removal and other outdoor cold/inclement weather work.

## ARTICLE XVIII

### ~ Miscellaneous, Separability, Fully Bargained Agreement ~

#### 1. **SEPARABILITY- ALL UNITS**

- A. 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 or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### 2. **MISCELLANEOUS PROVISIONS – ALL UNITS**

- A. Compliance Between Individual Contract and Master Agreement: Any individual contract between the Board and an individual established in the recognition clause, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. The Board agrees to notify the Association of its intent to create any new part time secretarial or custodial positions.
- C. Copies of this agreement shall be printed at the expense of the Board of Education after the agreement with the Association is signed. The agreement shall be provided to all members currently employed or employed during the term of this agreement. A copy of this agreement shall also be available for those persons being considered for employment by the Board.

#### 3. **MISCELLANEOUS – ALL UNITS**

##### A. FULLY BARGAINED CLAUSE

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by the Agreement.

# ARTICLE XIX

## ~ Duration ~

### 1. DURATION OF AGREEMENT

#### A. Duration Period

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

#### B. Status of Incorporation

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Vice President and the Board has caused this Agreement to be signed by its President and attested by its Secretary all on the day and year below written.

*For the*  
***NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT***  
***BOARD OF EDUCATION***

BY:

\_\_\_\_\_  
*Barbara Garand, President*

BY:

\_\_\_\_\_  
*Lori Loughnane, Chair, Negotiations Committee*

BY:

\_\_\_\_\_  
*James Davis, Business Administrator/Board Secretary*

*For the*  
***NORTHERN HIGHLANDS EDUCATION ASSOCIATION (NHEA)***

BY:

\_\_\_\_\_  
*William S. Cobb, President*

BY:

\_\_\_\_\_  
*Gregory deLorenzo, Vice-President*

**ARTICLE XIX**  
**~ DURATION ~**

1. **DURATION OF AGREEMENT**


A. Duration Period

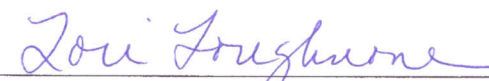
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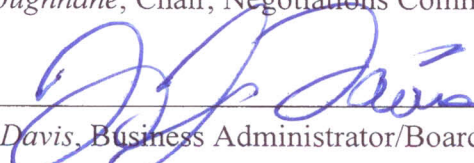
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*For the*  
**NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT**  
**BOARD OF EDUCATION**

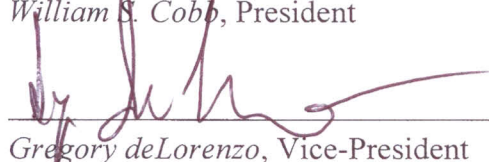
BY:   
Barbara Garand, President

BY:   
Lori Loughnane, Chair, Negotiations Committee

BY:   
James Davis, Business Administrator/Board Secretary

*For the*  
**NORTHERN HIGHLANDS EDUCATION ASSOCIATION (NHEA)**

BY:   
William S. Cobb, President

BY:   
Gregory deLorenzo, Vice-President