

AGREEMENT

between the

BOARD OF EDUCATION OF ORADELL

and the

ORADELL EDUCATION ASSOCIATION

2003 – 2006

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AGREEMENT

THIS AGREEMENT, made and entered into this
_____ day of August, 2003 by and
between the **BOARD OF EDUCATION OF ORADELL,**
in the County of Bergen, New Jersey,
hereinafter called the “Board”

and

ORADELL EDUCATION ASSOCIATION, INC.,

hereinafter called the “Association”

WITNESSETH that the “Board” and the “Association”

for the consideration herein mentioned,

covenant and agree as follows:

PART I

ARTICLE I – RECOGNITION

- A. The “Board” hereby recognizes the “Association” as the exclusive and sole representative for collective negotiations concerning grievances; and terms and conditions of employment for all teachers, custodians, secretaries, clerks and aides under contract to the “Board”.

- B. Unless otherwise indicated, the term ‘employee’ when used hereafter in this Agreement shall refer to all contracted employees, excluding the Superintendent, Board Secretary, Principal, Director of Special Services, Head Custodian, Payroll Clerk/Bookkeeper, Accounts Payable Clerk, and Secretaries to the Superintendent and Board Secretary, represented by the ‘Association’ in the negotiated unit as above-defined.

ARTICLE II – RIGHTS OF THE BOARD

The parties hereto agree that the Board reserves all rights, authorities and responsibility in accordance with applicable laws and regulations not otherwise affected by the provisions of this Agreement.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definitions

1. The term “grievance” means a complaint by an employee, group of employees or the Oradell Education Association that, as to the employee(s), there has been an inequitable, improper or unjust application, interpretation, violation or modification of a policy, agreement or administrative decision affecting the terms and conditions of employment. The term “grievance” and the procedures stated herein shall not apply to:
 - a. The refusal or failure of the Board to renew the contract of a non-tenured employee.
 - b. Charges against a tenured employee pursuant to the Tenure Employees Hearing Act (NJS 18A:6-10 et seq.)
 - c. Withholding of increments to salaries pursuant to NJS 18A:29-14.
 - d. A situation arising after July 1, 1968 on which the Commissioner of Education has rules or has the power to rule.
2. An “aggrieved person” is the person or persons making the claim.
3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim. At Level Two and above, it shall include the Association or its representative.
4. A grievance claim shall be filed at the level at which it originated.

5. The parties involved in a grievance procedure may mutually waive, in writing, any step of this procedure in order to expedite such grievance in the next step.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party 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 as is practicable.
3. Level One
 - a. An aggrieved employee shall verbally notify the immediate supervisor at the level it originated. The immediate supervisor and the

employee shall discuss the problem in good faith with the object of resolving the matter informally. This meeting shall take place within five (5) school days of the request.

b. If an agreeable solution is not forthcoming the aggrieved employee may submit a written grievance to the immediate supervisor within twenty-five (25) school days after the event which gave rise to the grievance. The immediate supervisor shall offer a written response within five (5) school days.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been made by the immediate supervisor within five (5) school days after presentation of the grievance, he/she may file the grievance in writing within ten (10) school days with the Superintendent and with the Chairperson of the Association's Grievance Committee. The Superintendent shall review the grievance and any supporting material submitted, shall discuss the issue with all parties in interest present and shall render a written decision within fifteen (15) school days after the filing of the grievance.

5. Level Three

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within the aforesaid fifteen (15) school days, the employee may appeal to the Board by filing a written request within ten (10) school days that the Board hear

the matter. At the same time, the employee shall file with the Board any documentation or supporting material. The employee shall give notice of such appeal to the Superintendent and any other party in interest. The President of the Board shall determine whether to schedule the hearing for an executive session at the next regular meeting of the Board, or at a special meeting of the Board, either of which meeting shall be no later than twenty-five (25) calendar days after the date of receipt of the written request. The Board shall review the case and render a written decision within one month from the date of the receipt of written request.

6. Level Four

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within the aforesaid one month, the employee may request in writing within ten (10) school days that the Association submit the grievance to arbitration. If the Oradell Education Association Grievance Committee determines that the grievance is meritorious, it may submit the matter in writing for arbitration to the Board within fifteen (15) school days after receipt of such request. The Grievance Committee's decision shall be final as to the aggrieved person or persons.

- a. Within ten (10) school days after such written notice of submission to arbitration, the Board or the Association shall inform the Public Employment Relations Commission, 495 West State Street, Trenton, NJ (609-292-9898) in writing, of the mutually agreed

upon arbitrator of the matter to be arbitrated. It is understood that the arbitrator will attempt to help the parties to resolve the matter and submit a written advisory report to the parties. In the event the above-named arbitrator cannot serve for any reason, the parties will select an arbitrator through the procedures of the Public Employment Relations Commission.

- b. The arbitrator shall confer with the representatives of the Board and the Grievance Committee and hold hearings promptly and shall issue his/her written report 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 the final statements and proofs on the issues are submitted to him/her. The arbitrator's recommendations shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. It is understood that the arbitrator's recommendations shall be limited to interpretation of the Agreement and he/she may, in no way, add to or delete from this Agreement, and shall be binding limited to contract language.
- c. 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.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative.
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. No reprisals of any kind shall be taken by the Board or by any members of the Administration against any party in interest, any representative, any member of the Grievance Committee or the Association, or any other participant in the grievance procedure by reason of such participation.

E. Confidentiality of Grievance Records

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. 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 IV – TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their employment status and salary for the upcoming school year no later than May 15. All teachers shall be given written notice of grade level, class and/or subject assignments and room assignments for the upcoming school year not later than the last day of the current school year, except for emergencies occurring after that date.

- B. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

- C. If a position becomes vacant, including summer curriculum work, the Board shall post the opening and job qualifications outside the main office.

ARTICLE V – PERSONNEL FILES

- A. Any statement placed in the employee’s personnel file which is derogatory in nature must be shown to the employee and the employee must be given the right to place a statement in his/her file concerning the original complaint, with the exception of references from former employers, outgoing references, pre-employment investigations and college transcripts.

- B. Employees shall be able to see their file at any reasonable and convenient time.

ARTICLE VI – ABSENCES AND LEAVES

A. Sick Leave

Each employee of the Board shall be permitted one day sick leave per month of service per year.

1. Sick Leave shall be an absence due to injury, illness or quarantine of a staff member. In case of quarantine in a household, a certificate from the local health officer is required to be filed with the Superintendent or Board designee. Up to five (5) days per year of sick leave may be used for illness in the immediately family. Illness in the immediate family shall be defined as an illness affecting a member of the employee's immediate family who is a resident of the employee's household.
2. An employee who expects to be absent on a given day must notify the Superintendent (or designee) as soon as possible, by 6:30a.m. on the day he/she is to be absent. Whenever possible, notification should be given the previous day.

B. Cumulative Leave

1. Cumulative sick leave shall be granted under the provisions of New Jersey Revised Statutes 18A:30-3.
2. All persons holding any office, position or employment in all school districts, regional school districts or county vocational schools of the State who are steadily employed by the Board of Education or who are

protected in their office, position or employment under the provisions of Section 18A:28-1 through 7 of the Revised Statutes or under any other law, shall be allowed sick leave with full pay for a minimum of ten (10) school days if a ten-month employee and twelve (12) school days if a twelve-month employee in any school year. If any such person requires, in any school year, less than the specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative, to be used for additional sick leave as needed in subsequent years. This is limited to the effective date of the State law.

3. Any employee who is appointed after the opening of school shall be credited with one day of sick leave for each remaining calendar month of that school year.
4. At the beginning of an employee's term of employment each school year and irrespective of the time of beginning actual service, each employee shall have immediately available for his/her use the entire sick leave allowance for that year as defined above.
5. Absence on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated credit.
6. Accumulation of sick leave shall be retroactive to date of employment in the Oradell School System, but limited to the effective date of the State Law, July 1, 1954.

C. Medical Certificate

At the discretion of the Superintendent or Board Secretary, a doctor's certificate may be requested for all cases of illness or injury exceeding three days; otherwise a full salary deduction will be made at the discretion of the Board.

D. Leave: Accumulative; Non-Accumulative

No employee shall lose his/her accumulated allowance of unused sick leave by reason of having been on leave of absence, nor shall the employee accumulate any additional days of allowance during the leave of absence, or due to absence in military service of the United States in time of national emergency.

E. Termination of Services

1. The salary of any employee shall terminate at the time of his/her discharge or resignation. No terminal payments for accumulated sick leave shall be paid, except as stated in Article XI, Section F.2.a (p. 28).
2. In case of death, the remainder of the pay for the calendar month shall be paid to the estate of the deceased.

F. No Just Cause

If any employee avails himself/herself of sick leave benefits without just cause, he/she shall be subject to immediate dismissal from further service.

G. Injury on the Job

Payment of sick leave for service-connected disability will be in accordance with 18A:30-2.1.

H. Court Order – Court Involvement

1. Absences of an employee from school by reason of a subpoena or legal process issued by any court shall be allowed, with pay, provided that the subpoena be filed with the Superintendent or Board Secretary.
2. If any employee is a party to a suit, absence from school in that connection shall be without pay, unless, upon recommendation of the Superintendent or designee the Board approves payment.

I. Absence for Personal Reasons

1. Ten month employees shall be allowed a maximum of three (3) personal days per year. Non-certificated twelve-month employee shall be allowed a maximum of four (4) personal days per year. For personal days taken with the prior approval of the Superintendent or the Board Secretary, the employee shall receive full pay. Application shall be made in advance except in case of emergencies.
2. Personal days will not normally be granted on days immediately preceding or immediately following a scheduled vacation or holiday. Exceptions may be granted for reasons beyond the control of the employee and acceptable to the Superintendent.
3. Personal days taken when approval has been denied by the Superintendent will result in a deduction of one twentieth (1/20) of the employee's monthly salary for each day taken.

4. Additional personal days may be granted by the Superintendent, but in any such instances, an amount equal to the current per diem rate of the substitute may be deducted from the employee's salary.
5. Unused personal days shall accumulate as sick days.

J. Death in Family

1. Immediate Family – Absence due to death in an employee's immediate family (spouse, child, parent, parent-in-law, sibling or a relative domiciled with the employee) shall be allowed with pay for a period not to exceed five (5) days in each such case. The absence may precede, include or immediately follow the death of the relative.
2. Non-Immediate Family – Absence due to death in non-immediate family will be allowed with pay for the day of the funeral and up to four (4) additional days with pay at the discretion of the Superintendent.
3. The specific reason for such absence shall be clearly stated to the Superintendent.

K. Leave of Absence

Leave of absence for tenured staff may be authorized upon recommendation of the Superintendent and approved by the Board. Such leave will be without pay.

L. Extended Leaves of Absence

1. Anticipated Disability Leave
 - a. Any employee who anticipates undergoing a state of disability such as but not limited to surgery, hospital confinement, medical

treatment or pregnancy, may apply for a leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence shall be chargeable to the sick leave account of such employee. All employees covered by the Agreement anticipating a state of disability shall notify the Superintendent of the conditions expected to result in disability as soon as the condition which may result in disability is known.

- b. An employee who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said employee produces a statement from his/her physician stating that said employee is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties.

2. Child Rearing Leave

- a. In the case of the birth or adoption of a child, any employee may have the right to apply for a leave without pay as provided herein for child rearing purposes.
- b. Child rearing leaves are available only to tenured employees.
- c. Application for a child rearing leave must be filed at least three months before the anticipated birth or adoption of the child or immediately upon termination of the disability leave. If the

employee does not have advance notice of the adoption, leave will be granted immediately on an emergency basis.

- d. The employee shall specify in writing the date on which he/she wishes to commence the leave and the date on which he/she wishes to return to work.
- e. The Board may change the requested dates upon a finding that the granting of such leave for the dates requested would substantially interfere with the administration of the school.
- f. Following granting of such leave to any employee, the commencement or termination dates thereof may be further extended or reduced upon application by the employee. Such request shall be submitted at least three months prior to the desired change.
- g. Such extension or reduction may be granted by the Board for an additional reasonable period of time except that the Board may alter the request dates upon finding that such extension or reduction substantially interferes with the administration of the school.

3. Personal Illness

- a. Length of Period – A leave recommended by the Superintendent and approved by the Board shall be granted for no more than one year for reasons of personal illness, injury or for rest and

recuperation, but any employee who has been granted a year's leave of absence may apply to have the leave of absence extended.

- b. Official Notice – Persons on leave of absence shall inform the Superintendent by registered mail before November 1st (if a first semester leave has been granted) or March 1st (if a second semester or full school year has been granted) specifying their intention with respect to returning for duty the following semester and/or school year. Failure of an employee on leave to give such notice shall be interpreted as indicating such employee does not wish to return as a member of the staff of the Oradell Public School.
- c. Medical Examinations – If an application for a leave of absence is favorably considered by the Superintendent, the applicant may be given a physical examination; the applicant may submit a report upon a physical examination made by a physician acceptable to the Board for the purpose of determining either the extent of illness, injury or the necessity of recuperation, or for the purpose of determining whether there is reasonable probability that he or she shall be physically able to return to service and to carry on the prescribed work as may be assigned by the administration.
- d. The period of a leave of absence for illness or maternity shall not be counted as a period of service for the purpose of determining placement on any salary guide.

4. Military Leave

- a. Any employee of the Oradell School who may be conscripted into the defense forces of the United States for service or training, shall make application for military leave. He/she shall be reinstated to his/her position in this school system with full credit, including the annual increment under the salary schedule upon written request, supported by competent proof that said applicant is fully qualified to perform the duties of said position. Said application for reinstatement shall be made within a reasonable time after honorable discharge or honorable release from military service, and not later than ninety (90) days from the date of said release or discharge.
- b. Oradell employees who leave the system voluntarily for military duty in the U.S. Armed Forces will automatically receive step salary credit on a year for year basis up to a maximum of four years. All other credit for military service, past, present or future will be upon recommendation of the Superintendent and the approval of the Board.

5. Illness in Family

A tenured employee shall be granted a leave without pay for up to two (2) years to care for a family member who is seriously ill.

ARTICLE VII – INSURANCE PROTECTION

- A. The Board agrees to pay 100% of the premiums for family plan coverage as provided in the New Jersey State Health Benefits Plans, including dental.

- B. Effective July 1, 2003 bargaining unit members shall be enrolled in the Bollinger prescription program with a co-payment schedule of \$5 for generic drugs; \$10 for brand name drugs; \$0 for mail order prescriptions.

- C. Benefits will not decrease from the level provided in the 1982-1983 school year. Any change in the insurance carrier or the amount of coverage per employee shall be made by the Board in consultation with the Association.

- D. The Board shall distribute complete descriptions of coverage before September 30th.

ARTICLE VIII – SALARY DEDUCTIONS

- A. The Board agrees to deduct from the salaries of its employees, dues for the Oradell Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association or any combination of these associations as said employees, individually and voluntarily authorize the Board to deduct. The Board will collect an “Agency Shop” fee equivalent to 85% of the total Association dues from employees who elect non-membership in the Oradell Education Association, the Bergen County Education Association, the New Jersey Education Association and, the National Education Association in accordance with New Jersey State Law. Said monies, together with records of any corrections, shall be transmitted to the New Jersey Education Association by the 15th of the month following the monthly pay period in which deductions were made.
- B. Each of the associations named above shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. The Board agrees to continue processing deductions and disbursements for the Washington National Insurance Company and Paragon Federal Credit Union. In addition, the Board will make deductions and disbursements for tax sheltered annuity funds with enrollment periods twice annually; June 30th and December 31st for changes in amounts.

ARTICLE IX – JOINT ADVISORY COMMITTEE

- A. There shall be a joint Advisory Committee consisting of the Superintendent, an Administrator, two Board members, the OEA President and three (3) members of the OEA. A secretary independent of the OEA membership shall be present to take minutes.

- B. The above committee shall meet a minimum of three times each school year at reasonable times, determine its own rules, review and study in good faith and make recommendations for Board action on any topics considered to be of value to the Oradell School District or the staff.

- C. The Board shall inform the Committee of its actions and reasons for its actions on any matter referred to it by this Committee.

- D. Recommendations arising from this Committee shall not be binding on either party.

ARTICLE X– SCHOOL CALENDAR – WORK YEAR – WORK DAY

A. School Calendar

1. The annual school calendar will be adopted by the Board after consultation of the Superintendent and a representative of the Association.
2. The calendar shall provide for no less than the number of days required attendance established by State Law.
3. Whenever a calendar has been adopted; but because of unforeseen circumstances, the minimum days established by State Law cannot be met, the school calendar shall be adjusted by the Board after consultation with a representative of the Association.

B. Work Year

1. The work year for all teachers employed on a ten (10) month basis will consist of one hundred eighty (180) regular student attendance days; in addition to one (1) day prior to the opening of school; one (1) day after the close of the student year; and one (1) professional workshop day for the purpose of in-service that will count toward the one hundred (100) hours mandate of professional development.
2. Three (3) days in the fall semester and three (3) days in the spring semester shall be scheduled as parent conference days. All six (6) days shall be scheduled as single session days for pupils. In each of the two semesters, two (2) of the days shall be utilized for afternoon parent conferences and one (1) day for evening parent conferences. Evening parent conferences shall be scheduled for a total of one (1) hour and forty-

five (45) minutes. Teachers may leave at 12:35 p.m. on evening conference days.

3. The last two (2) student days of the school year plus one (1) additional day during the month of June, as determined by the Superintendent, shall be scheduled as single session student days. The full work day shall be worked by professional staff.
4. Single session days for both students and teachers shall be scheduled the day before Thanksgiving and the last work day prior to the Christmas vacation.

C. Work Day

| | |
|--------------------|-------------------------|
| Teachers Report | 8:25 a.m. |
| Students Report | 8:30 a.m. |
| Lunch | Two 45-minute periods |
| Students Dismissal | 3:00 p.m. (M, T, Th, F) |
| | 2:30 p.m. (W) |
| Teachers Dismissal | 3:25 p.m. |

D. Back to School Night:

Back to School Night will be scheduled on a Wednesday. Teachers involved in returning for the evening will be allowed to leave after the students leave at 2:30 p.m. Teachers not involved in the Back to School Night are to remain until 3:25 p.m.

E. Staff Meetings:

Effective September 1, 2003 certificated teachers may be required to attend one (1) staff meeting per month beyond the regular work day. Such meetings shall be scheduled from 3:15p.m. to 4:00 p.m.

ARTICLE XI – SALARIES

A. Salaries

1. The salaries of all teachers covered in this agreement are set forth in Schedules “A”, “B” and “C” attached.
2. The normal increment or adjustment may be withheld pursuant to Statute.

B. Payday

1. Payday shall be on the 15th and 30th of each month of the contractual year.
2. When payday falls on or during a school holiday, vacation, weekend or bank holiday, the teachers shall receive their pay checks on the last previous working day.
3. Teachers shall receive their final checks on the last working day in June, except those employees opting for the 12-month plan, providing all necessary records have been approved by the proper authorities.

C. Graduate/Undergraduate Work/In-Service

Salary increases for any change of category to B.A.+15, M.A., M.A.+15 or M.A.+30 shall be on a pro-rata basis commencing on the first day after each calendar quarter retroactive to the receipt of official transcripts by the Superintendent.

D. Tuition Reimbursement

1. The Board shall pay teachers for up to nine (9) credits of graduate work per year, as approved in advance by the Superintendent, at the rate of half of the Rutgers Graduate Rate per credit. If the Superintendent of Schools

has previously approved a graduate degree program for a teacher, as distinguished from approval of specific individual course, approval for specific course required for that degree program shall not subsequently be withheld. First year teachers shall be ineligible for this benefit.

2. The Board will pay full tuition and textbook fees when the Board and/or administration initiates the recommendation to take a specific course.

3. Teachers may apply to the Superintendent to take in-service courses. If the Superintendent approves the request, teachers with fewer credits than an M.A. +30 shall receive credit on the salary guide as appropriate.

Teachers who have attained an M.A. + 30 shall be compensated at the rate of twenty-five (\$25.00) dollars per hour (effective September 1, 2003) for time spent in an in-service course, subject to verification.

E. In-Service Courses

1. Staff members giving in-service courses at the school will be compensated at a rate of \$30 per hour for course time and \$15 per hour for mutually agreed upon planning time. Detailed plans for such workshops will be submitted in advance for consideration by the Superintendent. Upon recommendation by the Superintendent and approval by the Board, a contract will be issued.

F. Longevity Pay

1. A teacher will receive annually \$1000 after completion of 20 years, an additional \$1000 after completion of 25 years and an additional \$1000 after completion of 30 years of service in the Oradell Public School.

2. a. Effective September 1, 2003, upon actual retirement pursuant to TPAF/PERS, rather than vesting, teachers shall be entitled to forty dollars (40.00) per day for up to 125 days, for each unused accumulated sick day with a cap for payment set at a maximum of \$5,000.00 for teachers and \$2,500 for support staff.
 - b. Teachers on the payroll on June 15, 1989 shall have the option of the payment resulting from Section 2.a or alternatively an amount equal to \$100.00 per year for each year of service to a maximum of \$2,500.00. To be eligible a teacher must have served a minimum of fifteen (15) years within the district. It is the intent of the parties not to increase this \$2,500.00 maximum in the future.
3. In order to obtain the benefits contained in either Section 2.a. or 2.b. above, teachers must inform the Board prior to December 31 of the intention to retire in June. However, in the event of an emergency and non-notification to the Board of intention to retire in June, a teacher may appeal the above policy. Payment will be made no later than one (1) year after the notification of retirement to allow for inclusion in the budget. Payments for accumulated unused sick leave pursuant to this article shall be made to the designated beneficiary of a deceased employee.

G. Field Trips

For participation in overnight or weekend field trips, teachers will be compensated at a rate of \$100.00 per night, per employee, effective September 1, 2003.

H. Preparation Time

1. Classroom teachers shall be guaranteed 195 minutes per week of preparation time. The Administration shall have the right to call one (1) team meeting per month during a preparation period.
2. Special teachers shall be guaranteed 195 minutes per week of preparation time. Preparation time shall be in blocks of no less than 15 minutes and such teachers shall be guaranteed at least two 30 minute periods per week.
3. Unassigned time in excess of 195 minutes may be assigned, in an emergency, for class coverage.
4. If a substitute cannot be obtained for a teacher, thereby causing a loss of the teacher's preparation periods, the teacher will be paid at a rate of \$20.00 per period lost. Effective September 1, 2003, payment for teachers who provide coverage for absent teachers during preparation periods shall be at the rate of \$20.
5. Professional staff members with more than 195 minutes of preparation time and no homeroom class, will be assigned to supervise in the halls or cover classes, as assigned by administration, until the morning announcements are completed. This assignment will be distributed equally among all professional staff who fall into this category.

I. Curriculum Work

Teachers performing summer curriculum will be paid at the rate of \$40.00 per hour. Curriculum development work assigned during the school year shall also be paid at the rate of \$40 per hour.

J. Voucher Payments

Payment of vouchers submitted by the end of the month will be paid by the 30th of the next month or five school days following the public action meeting of the Board of Education, whichever is later.

K. Extra Curricular Compensation

Effective July 1, 2003 the following extra curricular activities will be compensated at the following rates:

| | |
|-----------------------------|---|
| Safety Patrol | \$550 per year |
| Family Math | \$600 per year (per teacher) |
| Family Science | \$600 per year |
| Parents as Partners | \$600 per year |
| Family Tools and Technology | \$600 per year |
| Musical | \$800 per year (to be shared if more than one teacher) |
| Sharpe Coordinator | \$800 per year |
| Grade 6 Video Coordinator | \$800 per year |

L. Lunch Duty Compensation

Effective September 1, 2003 compensation for lunch duty shall be increased to \$12 per session.

ARTICLE XII – MISCELLANEOUS PROVISIONS

A. Whenever notice is required to be given by either of the parties to this Agreement, they shall do so by hand delivering a letter for which they shall obtain a receipt, or by certified mail, or by telegram to the following addresses:

1. If by the “Association” to the “Board” to:

Oradell Board of Education
c/o Secretary to the Board
Prospect Avenue
Oradell, NJ 07649

2. If by the “Board” to the “Association” to:

President, Oradell Education Association
Prospect Avenue
Oradell, NJ 07649

B. 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 provisions or applications shall not be deemed valid, but all other provisions or applications shall continue in force and effect.

C. Any individual contract between the Board and an individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement during the agreement’s duration. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after Agreement

- is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.
- E. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or age.
 - F. The Board agrees that the evaluation of teachers as to their proficiency as teachers shall only be done by persons certified by the State to supervise instruction.
 - G. The employment of consultants by the Board to evaluate and assess the implementation of curriculum shall not constitute a grievance.
 - H. The Board agrees that evaluative statements concerning teachers shall not be written after termination of employment and the expiration of the yearly contract. The unilateral action of the Superintendent to provide recommendations subsequent to termination of employment shall not constitute a grievance under the terms and conditions of this Agreement.
 - I. The Board agrees that the notice of non-renewal of the contract of a non-tenured teacher shall be given by May 15. At the request of a teacher, the Board will confer with the teacher involved.

ARTICLE XIII – DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006.

- B. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to all employees, be reduced to writing, be adopted by the Board and ratified by employees, and signed by their duly authorized representatives.

- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

- D. This Agreement constitutes the complete and entire understanding between the parties as to the terms and conditions of employment of employees by the Board for the term thereof. Said terms and conditions of employment shall not be subject to further negotiations for the duration of the Agreement except as provided in Article XIII B.

PART II : AIDES, SECRETARIES, CLERKS AND CUSTODIANS

PREAMBLE

Articles contained within Part I of this Agreement shall apply in full with the following exceptions and/or exclusions:

Article IV, XI (in part), and XII F, G, H, and I.

ARTICLE I – SALARIES

A. Salaries

The salaries of all custodians, secretaries/clerks and aides covered by this Agreement are set forth in Schedules “D, E, F, G, H, I, J, K, L and N” which are attached hereto and made part thereof.

B. Payday

Payday shall be on the fifteenth (15th) and thirtieth (30th) of each month of the contractual year. When payday falls on a non-working day or bank holiday, employees shall receive their paychecks on the last previous working day.

C. Longevity Pay

The secretarial and custodial staff shall receive the same longevity plan as teachers (see Article XI, F., Page 28) with one exception to Section 2.a. Under that provision, custodians and secretaries shall be entitled to \$20.00 per day for each unused accumulated sick leave to a maximum of \$2,000.00.

D. Call Back

Any employee called back to work outside of his/her regular scheduled shift shall be paid at a minimum of three (3) hours at the proper overtime rate.

E. Overtime

1. Overtime shall be paid at the rate of one and one-half (1-1/2) times the hourly rate at the employee's regular hourly rate of pay for all time work in excess of the regularly scheduled work day.
2. Overtime shall be paid at the rate of two (2) times the hourly rate for all time worked on Sundays and holidays.
3. Overtime shall be distributed on a rotating basis beginning with seniority. If a member refuses the overtime, it will go to the next senior staff member.

F. Custodial Night Differential

Custodians regularly assigned night shift duties shall receive an additional annual stipend of seven hundred dollars (\$700.00).

G. Black Seal License

Custodians in possession of a Black Seal License shall receive an additional annual stipend of \$400 effective July 1, 2003.

H. Compensation for Substitute Calling

The school clerk shall receive an annual stipend of one thousand three hundred and fifty dollars (\$1,350.00) for the calling of substitutes effective July 1, 2003.

ARTICLE II – DAILY WORK HOURS

- A. The work shift for custodians shall be eight (8) hours, exclusive of a sixty (60) minute lunch period.

- B. The work shift for full-time secretaries shall be six and three-quarter hours (6 3/4) exclusive of a sixty (60) minute lunch period.

- C. Part-time secretarial/clerical, custodial personnel and aides working less than twenty (20) hours per week, shall receive no benefits.

ARTICLE III – VACATIONS

- A. Secretarial/clerical and custodial employees shall receive a paid vacation according to the following schedule based on length of uninterrupted services to June 30th:
1. One to five years inclusive – three (3) weeks
 2. Six years or more – four (4) weeks
- B. All secretarial/clerical employees shall be allowed, with pay, the days associated with the Christmas recess. These days off are in addition to each such employee's regular vacation time.
- C. Custodian vacations shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the Administration. Custodians need not take their vacation weeks consecutively, but may space them during the summer months or during the academic year, provided that no custodial vacation shall be granted for the two (2) weeks prior to the beginning of the school year.

ARTICLE IV – LEAVES OF ABSENCE

Leave of absence for employees may be authorized upon recommendation of the Superintendent and approved by the Board. Such leave will be without pay.

ARTICLE V – WORK YEAR

- A. All full time secretarial/clerical employees shall received twelve (12) paid holidays to be scheduled aft her school calendar is adopted. Secretarial/clerical employees shall be entitled to take a total of two (2) additional days off per year during the mid-winter or spring recess periods, provided that each office has sufficient coverage. Scheduling of such days off shall be subject to the approval of the Superintendent.

- B. One representative custodian will be entitled to attend the NJEA Convention each day of its duration.

- C.
 - 1. All full time custodial employees shall receive twelve (12) paid holidays to be scheduled after school calendar is adopted. Full time custodial employees shall receive Christmas Eve and New Year’s Eve as additional days off provided that such days fall within the regular work week. In the even that a Christmas Eve or New Year’s Eve holiday would conflict with the school calendar, custodial employees will be given an alternative day off during the Christmas recess.

 - 2. Custodians shall be released from work one (1) hour early on the days immediately proceeding the Thanksgiving and Christmas recesses.

- D. One (1) representative of the secretarial/clerical staff an one (1) representative of the custodial staff shall be entitled to attend OEA meetings beginning at 3:30 p.m.

ARTICLE VI – MISCELLANEOUS PROVISIONS

A. Termination of Employment

Any employee having less than three (3) years of continuous employment shall be given or give thirty (30) days notice of termination of employment. Upon the request of the terminated employee, the Board shall furnish reasons for dismissal and an informal hearing before the Board.

B. Courses

1. Employees who take courses, approved in advance by the Superintendent or Board Secretary, shall be reimbursed the cost of said courses by the Board, after determining that said work will be of benefit to the school.
2. Black Seal License – The Board will pay the cost of license and renewal.

C. Uniforms

1. Each custodian shall receive one (1) set of winterwear to include, but not limited to, one (1) set of gloves and one (1) winterweight jacket. They shall also receive one (1) set of raingear to include, but not be limited to, one (1) set of rubber boots, one (1) pair of shoes (regular), one (1) pair of shoes (summer), not to exceed \$75.00 per pair, one (1) set of waterproof outerwear to include pants and a shirt.
2. Each custodian shall have available for his/her use a clean uniform for each day of the week.

3. Uniforms

The Board agrees to consult with the Oradell Education Association prior to its purchase of custodial uniforms.

D. Seniority Provisions for Secretaries/Clerks

Secretaries and clerks shall be afforded the full protection of seniority rights in the event of a reduction in force, insofar as the employee making the seniority claim possesses the necessary job skills and qualifications to perform in the position, covered by this Agreement, being claimed. Seniority rights shall extend to call back.

E. Custodian Tenure

After completion of three years (3) of continuous employment by the District, custodial employees shall be granted tenured status in conformity with applicable law.

F. Job Vacancy

When a position becomes vacant, the Board shall post the opening and job qualifications outside the main office.

IN WITNESS WHEREOF, the “Association” has caused this Agreement to be signed by its President and Secretary and the “Board” has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed thereon, all on the day and year first above written.

ORADELL EDUCATION ASSOCIATION, INC.

ORADELL BOARD OF EDUCATION
