

**AGREEMENT ON TERMS AND CONDITIONS  
OF EMPLOYEES  
BETWEEN THE  
POHATCONG TOWNSHIP BOARD OF EDUCATION  
AND  
THE POHATCONG EDUCATION ASSOCIATION**

**FROM: September 1, 2009**

**TO: August 31, 2012**

**POHATCONG TOWNSHIP SCHOOLS**

**240 Route 519  
Phillipsburg, New Jersey 08865**

**(908) 859-8155**

## **ARTICLE I**

### **RECOGNITION**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel, excluding supervisory, managerial and confidential employees, whether under contract or on leave, but not per diem substitutes.

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined and references to male teachers shall include female teachers.

## **ARTICLE II**

### **TEACHER RIGHTS**

- A. Pursuant to Chapter 123, Public Laws 1974 (A), the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purposes of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123; Public Laws of the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms and conditions of employment by reason for his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievances, complaint or proceeding under this agreement or otherwise with respect to any terms and conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The right granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- D. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay as per Statute 18A.

## ARTICLE III

### SALARIES

The salaries of all teachers covered by this Agreement will be attached and made a part hereof.

- A. A one half time teaching staff member, who is employed for a full academic year in this district, shall receive a salary based upon the March 1970 agreement with the Board of Education and be placed on the appropriate step on the salary guide in order to pro rate compensation for half time employment. This provision is not retroactive.

In the event of workshops, or any related school activities, teachers, having received administrative approval for attendance at these events, shall receive, upon filing a voucher and/or receipts with the Administrative office rates of remuneration shall be consistent with the State statute and Board policy. If the State statute is overturned regarding mileage and/or meal reimbursement, the 2006-2009 wording will be re-instated.

The cost of overnight lodging for attendance at multi-day workshops shall be at the expense of the Board provided that such expense shall comply with State statute and not exceed the amount agreed upon in advance. Attendance at such multi-day workshops must receive the approval of the Chief School Administrator or his representative at least seven calendar days in advance of the attendance dates of the workshop. If attendance at said workshops is requested by the Chief School Administrator or his representative then such advance notice shall be waived.

Following submission of said voucher, a separate check payment shall be made within five-ten (5-10) working days after the next regularly scheduled Board meeting.

- C. Teachers will have the option of a ten month or twelve month pay period. Pay days will be the 15<sup>th</sup> and 30<sup>th</sup> of each month. In the event that a payday falls on a weekend, holiday or Monday, the teachers will be paid on the preceding school day.
- D. Staff members employed for home instruction services for students will be compensated at the rate of thirty-six dollars (\$36) per hour for such services performed during the duration of the contract. If requested, this payment shall be made by separate check from the employee's twenty (20) annual pay periods and would be transmitted by July 15 of the new fiscal year.
- E. Teachers employed for administratively approved after-school intramural sports will be compensated at the rate of thirty-six dollars (\$36) per hour for such services performed during the duration of the contract. Each session equals one hour with a maximum of 12 sessions for each sport for such services performed during the duration of the contract. The stipend shall not exceed two thousand, five hundred dollars (\$2,500) for each school year during the duration of the contract. The activity shall be posted and each teacher shall have an opportunity to apply for each activity.

Teachers employed for Detention and Academic Assistance will be compensated at the rate of thirty-six dollars (\$36) -- each session equals one hour -- with a maximum of 35 sessions for each activity -- for such services performed during the duration of the contract.

Teachers employed for the following activities will be compensated, for such services performed during the duration of the contract, at a flat rate as follows:

| <u>School Year</u>            | <u>09-10</u> | <u>10-11</u> | <u>11-12</u> |
|-------------------------------|--------------|--------------|--------------|
| Ski Club                      | \$1050       | \$1100       | \$1150       |
| Student Council               | \$1550       | \$1600       | \$1650       |
| Yearbook                      | \$1350       | \$1400       | \$1450       |
| National Junior Honor Society | \$1200       | \$1400       | \$1450       |
| Drama Club                    | \$1350       | \$1400       | \$1450       |

These activities shall be posted and each teacher shall have an opportunity to apply for each activity.

Teachers employed for other administratively approved extra-curricular activities will be compensated at the rate of thirty-six dollars (\$36) per hour, each session equals one hour, with a maximum of 20 sessions -- for such services performed during the duration of the contract. These activities shall be posted and each teacher shall have an opportunity to apply for each activity.

It is understood that these activity sessions shall involve students and shall be conducted at the end of the school day. Staff members who have been approved to conduct intramural/extracurricular activities shall be permitted to begin said activities at the end of the students' day. If requested, payment for these activities shall be made by check separate from employee's twenty (20) annual pay periods and shall be transmitted by July 15th of the new fiscal year.

- F. Staff members are eligible for placement on a different horizontal salary step on September 1 or February 1. These staff members must notify the Board of Education on the appropriate forms at least sixty (60) days prior to these changes taking place. Failure to notify the Board of said changes within the specified time period will result in forfeiture of eligibility for this increase for the following semester only.
- G. A staff member must work at least ninety (90) school days to be eligible for a full year salary guide increment.
- H. Staff members employed for administratively approved Pohatcong Township curriculum development work done outside of the regularly contracted school hours shall be compensated at the rate of thirty-six dollars (\$36) per hour for such services performed during the duration of the contract. Staff members, part of a jointure or consortium for the purpose of Federal/State/Local grant development and/or implementation, shall be compensated at the per hour rate of the Local Education Agency (LEA)."

I. The position of Child Study Team coordinator shall receive a 4.5% raise annually during the duration of the contract.

J. The BSI coordinator will receive \$3000 for the duration of the contract and the Testing Coordinator will receive \$2000 for the duration of the contract.

## **ARTICLE IV**

### **FACILITIES**

The Pohatcong Township Board of Education in compliance with the Laws of New Jersey shall provide appropriate instructional space and materials for the instruction of the district's children.

All professional employees will have available to them the following:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. An appropriate area, separate and private, shall be reserved for the use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
3. A desk, chair, and a filing cabinet for the use of each teacher.
4. Free and adequate parking facilities properly maintained.
5. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
6. Teacher editions of all Board approved texts; one for home and one for school.
7. Adequate supply of books, board space, paper, pens, pencils, dry erase markers, erasers, and other such materials as approved for daily teaching.

## **ARTICLE V**

### **SICK LEAVE**

All full time teachers employed shall be entitled to twelve (12) sick days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be cumulative from year to year with no maximum limit. Part time teachers will receive the following number of sick days each school year: 1/5 = 2 days; 2/5 = 5 days; 3/5 = 7 days; 4/5 = 10 days.

**Sick leave dismissal:** If the result of any examination indicated mental abnormality or communicable disease, the employee shall be ineligible for further service until proof of recovery, satisfactory to the Board, is furnished; but if the employee is under contract or has tenure, he/she may be granted sick leave with compensation as provided by law and shall, upon satisfactory recovery, be permitted to complete the term of his/her contract, if he/she is under contract, or be reemployed with the same tenure as he/she possessed at the time his/her services were discontinued, if he/she has tenure, unless his/her absence shall exceed a period of two (2) years.

Time needed for medical examination or treatment shall be deducted from sick leave time and not from his/her personal days.

## ARTICLE VI

### TEMPORARY LEAVES OF ABSENCE

- A. 1. Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made on the appropriate forms and shall be made at least forty eight (48) hours before taking such leave. The applicant for said leave shall not be required to state the reason. Days may not be taken before or after a scheduled school holiday unless one day is needed by the employee due to extenuating circumstances, which require his/her absence. Such request will require a reason. No more than five (5) persons may take personal days on any one-day.
2. The unused personal days (as referred to in Article VI A.1.) shall be added to accumulated sick leave.
3. Emergency Leave: Teachers shall be entitled to one (1) day of absence per year, with pay, upon the approval of the Chief School Administrator. Circumstances for taking such day would be for emergency situations, which could not have been planned for in advance. These circumstances would include:
- a. Household emergency.
  - b. Serious unforeseen, unexpected illness in the immediate family that absolutely requires a staff member's absence from his/her assigned responsibilities.
  - c. Any other reason which, in the eyes of the Chief School Administrator, is justifiable.
- B. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.
- C. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Such requests shall be subject to approval by the Administrator. Teachers visiting other schools or attending meetings or conferences shall

submit a written report of their visitation to the Administrator to be used for the edification of the entire staff. Administrator may approve additional days to attend conferences.

- D. 1. Bereavement Leave - Per Occurrence Basis: In the event of the death of an employee's relative such employee may be granted time off up to the number of workdays indicated below for bereavement and funeral related purposes. Except in the event of very extenuating circumstances bereavement leave shall only be granted during the period immediately following the relative's death:
- a. Parent, child, or spouse: Five (5) work days;
  - b. Parent-in-law, sibling, sibling-in-law, grandparent, and any other member of the employee's household: Three (3) workdays;
  - c. Spouse's grandparent, other blood relative, or close friend; One (1) workday.
2. Illness in the immediate family: An employee may be granted up to three (3) workdays in each year as may be required due to the serious illness of an employee's parent, child, spouse, or any other member of the employee's household.
- E. In the event of the death of a teacher or student in the Pohatcong School District, the administrator may approve up to 25% of the professional staff's request to attend the funeral. The Pohatcong Education Association may request of the Pohatcong Board of Education that the schools be closed the day of the funeral.
- F. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay, which he receives from the State or Federal Government.
- G. A teacher shall be paid his/her regular pay for required appearances in any local, county, state, or federal court for Jury Duty.
- H. Other leaves of absence with pay may be granted by the Board for good reason.
- I. Leaves taken pursuant to Section A above, shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE VII

### EXTENDED LEAVES OF ABSENCE

In the event that the specifically enumerated provisions of Article 7 (Extended Leaves of Absence) afford employees greater protection than those set forth in the Federal Family and Medical Leave Act and the New Jersey Family Leave Act, then the specific relevant provisions of this article will supersede those provisions of the Federal Family and Medical Leave Act and the New Jersey Family Leave Act; which afford employees lesser protection.

The Board may grant an extended leave without pay to any male or female staff member upon request subject to the following stipulations, conditions and/or limitations.

- A.
1. Any certificated staff member who has been in the employ of the Pohatcong Board of Education for three (3) continuous years will be eligible to request such leave and shall apply for same thirty (30) calendar days prior to the requested commencement day of such leave. Such request shall also include the specific date of return.
  2. The Board maintains the discretion to reject the termination date of such leave if it feels that such a date will interfere with the administration of the school or would substantially interrupt classroom learning.
  3. Upon return from such leave the teacher shall be reinstated into a teaching position for which she/he holds proper certification and into which the Board feels such placement is in the best interest of the school system.
  4. Any leave of absence longer than two (2) months shall terminate during the months of January or June of the school year, whichever is requested by the teacher.
  5. The terms of this Agreement shall not be retroactive to any extended leave approved before September 1979. Such leaves shall be in conformance with the conditions in effect at the approved time of such leave.
  6. Extended leaves shall be limited to no more than two (2) consecutive school years.
  7. Salary increments shall not accrue.
  8. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated. No sick leave shall be usable while on extended leave.
  9. Written notice of intention to return from a leave shall be given to the Chief School Administrator by November 1st if the leave expires in January, and by March 1st, if the leave expires in June. Unless such notice is received and there are no extenuating circumstances, it will be assumed that such leave is to be automatically extended to the next January or June provided that such extension does not exceed two (2) consecutive school years.
  10. If the employee is under contract or has tenure, he/she shall be permitted to complete the terms of the contract, if under contract, or be re-employed with the same tenure as possessed at the time the services were discontinued, if he/she has tenure, unless the absence shall exceed the approved time limit.
  11. The Board of Education will maintain the staff member in the hospital plan of record, the family prescription plan, and the employee-only dental plan, at the group rates, but individuals on leave will reimburse the Board for these premiums.



- B. Other leaves of absence without pay may be granted by the Board for good reason. One consecutive week without pay for travel may be granted by the Board for good reason. Said leave must be for a special occasion that cannot be scheduled when school is not in session. It is understood that this leave will not be used for annual vacation by the employee.
  
- C. Military leave without pay shall be granted to any teacher inducted or who enlists in any branch of the armed forces of the United States for the period of such induction or initial enlistment. The same leave for the spouse of any teacher who is inducted or who enlists to join his spouse for the period of special training in preparation for duty overseas in combat zones, shall be at the discretion of the Board.

## ARTICLE VIII

### SABBATICAL LEAVE

Subject to applicable New Jersey statutory provisions and any amendments thereto, the Board may grant sabbatical leave for study and travel providing:

- A. No more than two (2) of the teachers in the school district shall be absent on sabbatical leave at any one time.
- B. Requests are made in writing to the Chief School Administrator on or before January 1st of the school year preceding the school year for which the leave is sought, and action must be taken on all requests no later than April 1st of the school year preceding the school year for which the sabbatical leave is sought.
- C. The teacher has completed at least seven (7) consecutive full school years of service in the district. Approval for a teacher who has completed seven (7) non-consecutive years shall be at the discretion of the Board.
- D. The teacher shall agree to remain in the employ of the district for a period of no less than two (2) years following return from sabbatical leave.
- E. The employee on sabbatical leave will be required to file periodic reports with the Superintendent.
- F. The Board shall be responsible for granting all leaves. Approval by the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave.
- G. Upon return, the teacher shall be entitled to advance to the next level of the salary schedule, receiving the benefit of the salary increase while on leave providing all requirements of the sabbatical leave policy have been fulfilled satisfactorily in the judgment of the Superintendent.
- H. During the sabbatical leave, the sick leave policy will not apply and the Board will continue to make insurance payments.

## ARTICLE IX

### INSURANCE PROTECTION

- A. Upon ratification of this contract during 2009-2010 school year, the Board of Education shall enroll in the New Jersey School Employees' Health Benefits Plan and will provide coverage for its members through its Direct 10 Plan. Horizon Blue Card PPO will remain as coverage with current provisions until the enrollment procedure is complete, which requires an approximate 90 day period.

1. The Pohatcong Board of Education will provide a health insurance protection program. But, if for any reason a different provider is being considered, the Association shall be consulted to ensure equal to or better than coverage.
  2. For each teacher who remains in the employ of the Board for the duration of this contract, the Board shall make payment of insurance premiums to provide insurance protection for the full thirty-six (36) months commencing September 1, 2009 and ending August 31, 2012.
  3. The Board shall provide to each teacher a description of the health care insurance coverage provided under this article.
- C. The Board of Education shall provide an employee only individual dental insurance plan. The cost of this dental plan is to be capped at the cost of the premium to the Board. Benefits shall be equal to or better than presently provided by Delta Insurance under the 2006-2009 contract.
- D. Section 125 Waiver: The Board shall offer unit members the opportunity to waive any or all above-mentioned health benefits as permissible by the insurance carrier in exchange for a cash payment to the unit member of 50% of the premium, not to exceed \$10,000, amount the Board would otherwise have paid for coverage on behalf of the unit member, pursuant to Section 125 of the Internal Revenue Code, provided that the unit member demonstrates to the Board, in writing, that he or she receives medical benefits from another provider.

At no time shall more than [TBD]% of the members be permitted to exercise this waiver in any given school year, and no more than [TBD]% of the members, cumulatively, may be permitted to exercise this waiver, overall, at any time. The manner of election shall be by written form provided by the Board's broker of record, with an election system to be used at the LEA's option. If no election system to is proposed by the LEA, election shall be on a first-come, first-served basis. If proposed, the election system shall be attached hereto, and incorporated herein, as Exhibit "D."

The form provided by the broker of record will contain the following language which any unit member who elects to waive benefits must sign:

"I waive my right to elect coverage in return for a cash incentive equal to 50% of the premium, not to exceed \$10,000 , that would otherwise be paid on my behalf by the Board. Payment will be as follows: ½ of the cash incentive in my second December paycheck and unconditionally each subsequent July 1<sup>st</sup>. I may only re-enroll during a school year upon proof of a life status change (e.g.,

unemployment, death, or disability of a spouse, divorce, etc.). I acknowledge that if I choose to re-enroll during a school year based on a change in life status, any subsequent waiver payment owed to me would be forfeited and applied to the cost of coverage.”

## ARTICLE X

### TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their salary schedules, class, and/or subject assignments, building assignments, and room assignments for the forthcoming year no later than May 15<sup>th</sup>, absent special circumstances.
- B. The superintendent shall give notice of assignments to new teachers as soon as practicable.
- C. In the event that changes in such schedules, class, and/or subject assignments, building assignments, or room assignments are proposed after June 1st, the Association and any teacher affected shall be notified promptly in writing, and upon the request of the teacher and the Association, the changes shall be promptly reviewed between the superintendent or his representative and the teacher affected and at his/her option a representative of the Association.
- D. In the event of a reduction in force of faculty members, the last member hired shall be the first to be dismissed. In the event of recall, the last dismissed shall be the first rehired, as per State Statute. Non-tenured staff members are omitted from consideration under the article. The Board of Education maintains its prerogative to hire and dismiss non-tenured staff members. In the event of a reduction in force of any tenured staff member, all appropriate legal obligations based upon the laws of the State of New Jersey affecting such decisions shall be utilized by the Board of Education.
- E. Notification of all open positions in the Pohatcong Township Public Schools shall be posted. The posted notice shall set forth the qualifications for the position and the salary the Board expects to pay. Individuals interested in applying for the position shall do so within ten (10) days of the date of the notice.
- F. Teachers shall be notified by the Administrator of all openings for home instruction services for students, unless an immediate assignment is necessary, in which case it can be made without notification. Individuals interested in applying for the position shall do so within two (2) days of the date of the notice. Assignment of homebound instruction shall be the decision of the Administrator.

## ARTICLE XI

### TEACHING HOURS AND TEACHING LOAD

- A. The daily teaching load shall not exceed five (5) hours, twenty-five (25) minutes of pupil contact. The teacher day will increase by 5 minutes and be non-pupil contact time.
- B. Teachers shall have a duty-free lunch period of at least thirty (30) minutes.
- C. Teachers may leave the building during their scheduled duty-free lunch periods providing they notify the administrator and return within the specified period of time.
- D. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes.
- E. Notice of any meetings shall be given to the teachers involved seven (7) days prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda. The tentative agenda will be distributed one day prior to the meeting.
- F. Each grade level shall be granted one full class period per week, free of student contact, if such scheduling can be accomplished within the present time schedule, with no additional personnel and in a mutually cooperative manner providing such time is used for grade level planning.
- G. As per administrative directive, teachers are required to sign "in" and "out" whenever they enter or leave the building.
- H. The student year will be 181 days and the teacher year will be 184 days.
- I. Teachers shall be permitted to leave the building with the students on Early Dismissal Back to School Night.

## **ARTICLE XII**

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

- A. The Pohatcong Board of Education recognizes its responsibility to direct and encourage its teachers to stay current with changes in district goals, educational philosophy, social change differences in teacher methods and materials, and other topics related to provide the best possible environment for students. The Board and Association mutually support the principle of continuing training of teachers, and the improvement of instruction for the purpose of update and upgrading of teacher performance and attitudes.
- B. To work toward the ends stated above, each contract year the Board agrees to pay tuition, per credit hour, as per College of New Jersey (TSC) per credit hour rate plus fifteen dollars (\$15) per credit for the first six (6) hours, and the College of New Jersey rate for plus thirty dollars (\$30) per credit hour for up to nine (9) additional hours of graduate level courses approved in

advance by the Administration and Board. Graduate credits must be in the field of Education or related to the subject being taught.

- C. Credits are reimbursable upon successful completion of the course. The total amount shall not exceed \$36,000 for all unit members, per year per credit hour, as per College of New Jersey (TSC) per credit hour rate plus fifteen dollars (\$15) per credit for the first six (6) hours, and the College of New Jersey rate plus thirty dollars (\$30) per credit hour for up to nine (9) additional hours of graduate level courses approved in advance by the Administration and Board. All course work shall be related to the teacher's present responsibilities. Staff members employed for less than full time shall receive an appropriate pro rata amount of the above-indicated rate of reimbursement. Reimbursement will be paid only for courses in which a staff member received a grade B or better, with the exception of two (2) grades of C. No grades of D or F will be reimbursed by the Board.
- D. Payment for approved graduate level courses will be made by the Board upon receipt at the next regularly scheduled meeting of an official transcript showing satisfactory completion of the course. Payment shall be made within five to ten (5-10) working days after the next regularly scheduled Board meeting.
- E. The Board shall reimburse and/or provide released time for any expenses or obligations incurred under the Professional Improvement Plan providing the request for such service has been made by the Administration.
- F. The Board shall encourage staff member's participation in in-service programs by recording professional development activities. Any such activities shall be duly noted and recorded in the staff member's personnel file.

### ARTICLE XIII

#### DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers, dues for the Pohatcong Education Association, the Warren County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9c) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of Pohatcong Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Teacher authorization shall be in writing in the form set forth below:

#### AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME

S.S. NUMBER

\_\_\_\_\_  
 SCHOOL BUILDING \_\_\_\_\_ DISTRICT \_\_\_\_\_  
 TO: DISBURSING OFFICE \_\_\_\_\_ BOARD OF EDUCATION \_\_\_\_\_

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1st next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for the current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore.

- B. Teachers may individually elect to have any amount of their monthly salary deducted from their pay. This deduction will then be forwarded to the Association selected Federal Credit Union by the Secretary of the Board to be deposited into individual teacher accounts. It will be the responsibility of each teacher to make arrangements with the Credit Union for withdrawal of his/her funds. These deductions will be transmitted to the Association selected Federal Credit Union by the fifth day of the month proceeding the month from which the monies have been deducted.
- C. Teachers may individually elect to have their net salary directly deposited into the employee's checking account.
- D. Representation fees may be deducted as follows.
1. Representation  
 The Board of Education and the Association agree to a representation fee of up to eighty-five percent (85%) as set by the Association annually.
  2. Purpose of Fee  
 If an employee does not become a member of the Pohatcong Education Association during any membership year, 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
  3. Amount of Fee  
 Prior to the beginning of each membership, 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 own members for that membership year. The representation fee to be paid by non-members will be equal to an amount up to eighty-five (85%), as set forth by the Association annually. At no time shall the fees charged exceed the amount specified. Further, the Association guarantees to the Board that the assessments, do not include in any

amounts dues, fees and assessments to be expended for partisan, political and ideological activities or causes that are only incidentally related to terms and conditions of employment or apply to benefits available only to the members of the majority representative.

#### 4. Deduction and Transmission of Fee

##### a. Notification

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

##### b. Demand and Return

Chapter 447, P.L. 1979, requires that no representation fee deduction can be made unless the majority representative first establishes a demand and return system. This system provides that the non-union member may appeal the amount of the representative fee assessed against him/her. The Association must provide the non-union member with full and fair hearing and has the burden of proof in justifying the amount of the fee. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal to a three-member Tripartite State Board. The Association shall provide evidence of the existence of this system to the Board of Education and to all non-union members before any deductions are made

#### 4. Indemnification

The Pohatcong Education Association will save harmless and ensure that the Board of Education is blameless against all forms of financial liability that may arise out of, or by reason of, any action taken or not taken in conformance with this provision. Any action taken by members of the Pohatcong Education Association, now or prospectively, will necessitate that the Association fully indemnify the Board of Education from any and all costs pertaining to questions arising out of agreement to this clause.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

- A. This agreement constitutes a mutually developed "Good Faith" contract between the parties and constitutes Board policy for the term of said agreement. Both parties shall implement the terms of said agreement and the Association shall implement these commitments in an ethical and professional manner and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.



- B. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- D. 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 teachers or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the agreement is approved and signed by both parties, and presented to all teachers now employed, or hereafter employed by the Board.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter, or by first class mail.
- G. A district allotment of seventy-five (\$75) dollars per year per teacher shall be available for additional classroom supplies. Such purchases shall be pre-approved by the Administrator.
- H The Board of Education shall provide an attendance program for all teachers. In this program, all absences are to be counted except for bereavement leave, professional development leave, Jury Duty, and job related court ordered subpoenas approved by the administration. An absence is defined as a charged one-half day or more. Stipends for part-time teachers shall be pro-rated. The following schedule of stipends shall apply:
  - (0) No absences during school year..... \$500.
  - (1) One absence during school year..... \$450.
  - (2) Two absences during school year... \$350.
  - (3) Three absences during school year.. \$250.
  - (4) Four absences during school year... \$150.
  - (5) Five absences during school year... \$100.

No stipend shall be paid for absences exceeding 5 days. Those eligible for compensation under the attendance program must submit a voucher to the Board Secretary on the last day school is in session of the school year for which compensation was earned. Payment by separate check will be made as soon as possible following receipt and validation by administration of a voucher.

## ARTICLE XV

### RETIREMENT

- A. Full time teachers who retire shall receive a payment of two hundred dollars (\$200) per year after July 1, for each year of full time service and the appropriate pro rata calculation of this dollar figure for each year of part-time service. Retirees can elect to receive the payment in any of the following ways:
1. Lump sum.
  2. Payment in Board's next fiscal year/individual's next tax year.
  3. Two payments - one upon retirement with balance in Board's next tax year.
- Retirement payment(s) shall be subject to State and Federal tax deductions.
- B. To calculate retirement payments:
1. All previous years of public school service shall be used for teachers in the Board's employ as of June 1981.
  2. Only years of public school service in Pohatcong Schools shall be used for teachers initially employed after June 1981.
- C. Preliminary notification of intent to retire shall be made by January 1, of the year of expected retirement. If early retirement is necessitated, the retiree shall receive payment within ninety (90) days after the date of retirement; or said retiree may choose to receive payment pursuant to Section A of this article.
- D. When a teacher officially submits and the Board officially approves actual retirement request, and then should die before receiving lump sum payment, the estate of the deceased member would receive the lump sum payment within ninety (90) days after the death of the teacher.
- D. Upon retirement, said teacher will continue to be covered under the current health insurance protection plan, at the group rate, but will reimburse the Board for these premiums providing the Board's insurance carrier agrees.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

- A. 1. A "grievance" shall mean a complaint by the teacher of the Pohatcong Education Association herein after known as the "Association" based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment. However, the term "grievance" shall not apply to any matter of which a method of review is prescribed by law or State Board of Education

rule; or is contrary to law or rules of the State Board of Education. This definition in no way constrains a member of the professional staff or the Association from taking questions, complaints, or concerns to the Pohatcong Board of Education.

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.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, suitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions or employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

#### 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 the 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 teacher with a grievance shall first discuss it with his building principal, either directly or through the Association designated Representative, with the objective of resolving the matter informally. Such discussions must occur within thirty (30) calendar days of the date the grievance allegedly occurred. Otherwise, such grievance is null and void, unless otherwise agreed to in writing.

4. Level Two: If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of this grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "P.R. & R. Committee") within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner, except in cases of personal extenuating circumstances, or the grievance shall be considered abandoned. Within five (5) school days after receiving the written grievance, the Chairman of the P. R. & R. Committee shall refer it to the supervising principal.
5. Level Three: If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the supervising principal, he may within five (5) school days after a decision by the supervising principal or fifteen (15) school days after the grievance was delivered to the supervising principal, whichever is sooner, request in writing that the Chairman of the P.R. & R. Committee submit his grievance to the Board of Education. If the P.R. & R. Committee determines that the grievance is meritorious, it may submit the grievance to the Board of Education within fifteen (15) school days after receipt of a request by the aggrieved person.
6. Level Four:
  - (a) If the aggrieved person is not satisfied with the disposition of his grievance of Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, he may, within five (5) school days after a decision by the Board of Education or fifteen (15) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Chairman of the P.R. & R. Committee submit his grievance to arbitration. If the P.R.&R. Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
    - (b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the P.R. & R. Committee shall 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 the specified time period, a request for a list of arbitrators may be made to PERC 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 representative of the Board and the P.R. & R. Committee and hold hearings promptly and shall issue his 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. The arbitrator's decision shall be binding and in writing and shall set forth his findings of fact, reasoning, and conclusions on the issue 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 arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgments and discretion under law and this agreement.

(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.

**D. Rights of Teachers to Representation**

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher 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 member of the administration against any part in interest, any building representative, any member of the P.R. & R. Committee or any other participants in the grievance procedure by reason of such participation.

**E. Miscellaneous**

1. If in the judgment of the P.R. & R. Committee, a grievance affects a group or class of teachers, the P.R. & R. Committee may submit such grievance in writing to the supervising principal directly and the processing of such grievance shall be commenced at Level Two.
2. Decisions rendered at Levels Two and Three of the grievance procedure which are unsatisfactory to the aggrieved persons shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the P.R.&R. Committee. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph 5 (c) of this Article.
3. 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 personal file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the supervising principal and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. 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 XVII**

### **DEADLINE PROCEDURE**

The parties agree to enter into collective negotiations over a successor agreement in accordance with existing Public Law in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin no later than as prescribed by law of the calendar year in which the Agreement expires and will be initiated by the teachers. Any agreement, so negotiated and ratified, by both groups shall apply to all teachers, be reduced to writing, be signed by both the Board and the Association and adopted by the Board.

## **ARTICLE XVIII**

### **BOARD MANAGEMENT PREROGATIVE**

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in position in the school district and to suspend, demote, discharge, or take other disciplinary action against employees, with just cause; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XIX

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of September 1, 2009 and shall continue in effect until, August 31, 2012 subject to the Association's right to negotiate terms and conditions of this contract with negotiations commencing no later than prescribed each contract period under procedures defined in Article XVII and subject to the Association's rights to negotiate over a successor Agreement as provided in Article XVII. 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.

The negotiating committees hereto have caused this Memorandum of Agreement to be signed by their respective designated representatives, on the date so indicated.

POHATCONG EDUCATION ASSOCIATION

Representative: Mark A. Wells Date 10/23/09

POHATCONG BOARD OF EDUCATION

Representative: D. F. B. I. Date 10/23/09

B. Status of Incorporation

In witness whereof, the parties, hereto, have caused this Agreement to be signed by their respective presidents, attested by their secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

POHATCONG EDUCATION ASSOCIATION      POHATCONG BOARD OF EDUCATION

Mark A. Wells  
(President)

D. F. B. I.  
(President)

M. Berkestock  
(Secretary)

[Signature]  
(Secretary)

2009-10 Pohatcong

**Salary Guide**

| <b>Step</b> | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| <b>1</b>    | 43,473    | 43,723       | 44,223       | 44,973    | 45,723       | 46,473       |
| <b>2</b>    | 44,473    | 44,723       | 45,223       | 45,973    | 46,723       | 47,473       |
| <b>3</b>    | 45,673    | 45,923       | 46,423       | 47,173    | 47,923       | 48,673       |
| <b>4</b>    | 46,973    | 47,223       | 47,723       | 48,473    | 49,223       | 49,973       |
| <b>5</b>    | 48,273    | 48,523       | 49,023       | 49,773    | 50,523       | 51,273       |
| <b>6</b>    | 49,573    | 49,823       | 50,323       | 51,073    | 51,823       | 52,573       |
| <b>7</b>    | 50,873    | 51,123       | 51,623       | 52,373    | 53,123       | 53,873       |
| <b>8</b>    | 52,408    | 52,658       | 53,158       | 53,908    | 54,658       | 55,408       |
| <b>9</b>    | 54,443    | 54,693       | 55,193       | 55,943    | 56,693       | 57,443       |
| <b>10</b>   | 56,978    | 57,228       | 57,728       | 58,478    | 59,228       | 59,978       |
| <b>11</b>   | 60,013    | 60,263       | 60,763       | 61,513    | 62,263       | 63,013       |
| <b>12</b>   | 63,548    | 63,798       | 64,298       | 65,048    | 65,798       | 66,548       |
| <b>13</b>   | 67,583    | 67,833       | 68,333       | 69,083    | 69,833       | 70,583       |
| <b>14</b>   | 72,818    | 73,068       | 73,568       | 74,318    | 75,068       | 75,818       |

In addition to the above salary guide the Senior Service increments shall be as follows:

**During Senior Service**

|             | <b>2009/2010</b> | <b>2010/2011</b> | <b>2011/2012</b> |
|-------------|------------------|------------------|------------------|
| 14-19 years | \$250            | 300              | 350              |
| 20-24 years | \$400            | 450              | 500              |
| 25-29 years | \$550            | 600              | 650              |
| 30+         | \$700            | 750              | 800              |

Addition: Anyone who earns credits beyond MA30 will receive an additional one hundred fifty dollars (\$150.00) per year.



**2010-11 Pohatcong**

**Salary Guide**

| <b>Step</b> | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| 1           | 45,990    | 46,265       | 46,815       | 47,640    | 48,465       | 49,290       |
| 2           | 46,490    | 46,765       | 47,315       | 48,140    | 48,965       | 49,790       |
| 3           | 46,990    | 47,265       | 47,815       | 48,640    | 49,465       | 50,290       |
| 4           | 47,990    | 48,265       | 48,815       | 49,640    | 50,465       | 51,290       |
| 5           | 49,290    | 49,565       | 50,115       | 50,940    | 51,765       | 52,590       |
| 6           | 50,590    | 50,865       | 51,415       | 52,240    | 53,065       | 53,890       |
| 7           | 51,815    | 52,090       | 52,640       | 53,465    | 54,290       | 55,115       |
| 8           | 53,530    | 53,805       | 54,355       | 55,180    | 56,005       | 56,830       |
| 9           | 55,745    | 56,020       | 56,570       | 57,395    | 58,220       | 59,045       |
| 10          | 58,460    | 58,735       | 59,285       | 60,110    | 60,935       | 61,760       |
| 11          | 61,675    | 61,950       | 62,500       | 63,325    | 64,150       | 64,975       |
| 12          | 65,390    | 65,665       | 66,215       | 67,040    | 67,865       | 68,690       |
| 13          | 69,605    | 69,880       | 70,430       | 71,255    | 72,080       | 72,905       |
| 14          | 74,320    | 74,595       | 75,145       | 75,970    | 76,795       | 77,620       |

In addition to the above salary guide the Senior Service increments shall be as follows:

**During Senior Service**

|             | <b>2009/2010</b> | <b>2010/2011</b> | <b>2011/2012</b> |
|-------------|------------------|------------------|------------------|
| 14-19 years | \$250            | 300              | 350              |
| 20-24 years | \$400            | 450              | 500              |
| 25-29 years | \$550            | 600              | 650              |
| 30+         | \$700            | 750              | 800              |

Addition: Anyone who earns credits beyond MA30 will receive an additional one hundred fifty dollars (\$150.00) per year.

**2011-12 Pohatcong****Salary Guide**

| <b>Step</b> | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| 1           | 47,400    | 47,700       | 48,300       | 49,200    | 50,100       | 51,000       |
| 2           | 47,900    | 48,200       | 48,800       | 49,700    | 50,600       | 51,500       |
| 3           | 48,400    | 48,700       | 49,300       | 50,200    | 51,100       | 52,000       |
| 4           | 48,900    | 49,200       | 49,800       | 50,700    | 51,600       | 52,500       |
| 5           | 50,200    | 50,500       | 51,100       | 52,000    | 52,900       | 53,800       |
| 6           | 51,500    | 51,800       | 52,400       | 53,300    | 54,200       | 55,100       |
| 7           | 52,800    | 53,100       | 53,700       | 54,600    | 55,500       | 56,400       |
| 8           | 54,100    | 54,400       | 55,000       | 55,900    | 56,800       | 57,700       |
| 9           | 56,735    | 57,035       | 57,635       | 58,535    | 59,435       | 60,335       |
| 10          | 59,775    | 60,075       | 60,675       | 61,575    | 62,475       | 63,375       |
| 11          | 63,215    | 63,515       | 64,115       | 65,015    | 65,915       | 66,815       |
| 12          | 67,055    | 67,355       | 67,955       | 68,855    | 69,755       | 70,655       |
| 13          | 71,295    | 71,595       | 72,195       | 73,095    | 73,995       | 74,895       |
| 14          | 75,835    | 76,135       | 76,735       | 77,635    | 78,535       | 79,435       |

In addition to the above salary guide the Senior Service increments shall be as follows:

**During Senior Service**

|             | <b>2009/2010</b> | <b>2010/2011</b> | <b>2011/2012</b> |
|-------------|------------------|------------------|------------------|
| 14-19 years | \$250            | 300              | 350              |
| 20-24 years | \$400            | 450              | 500              |
| 25-29 years | \$550            | 600              | 650              |
| 30+         | \$700            | 750              | 800              |

**Addition:** Anyone who earns credits beyond MA30 will receive an additional one hundred fifty dollars (\$150.00) per year.