

**AGREEMENT BETWEEN**

**LONG HILL TOWNSHIP BOARD OF  
EDUCATION**

**AND**

**LONG HILL EDUCATION ASSOCIATION**

**2009-2012**

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## **PREAMBLE**

This Agreement entered into this 1st day of July, 2009, by and between the Board of Education of Long Hill Township, Gillette, New Jersey, hereinafter called the "Board," and the Long Hill Education Association, hereinafter called the "Association".

## **ARTICLE I**

### **RECOGNITION**

- A. The Long Hill Township Board of Education, hereinafter called The "Board", hereby recognizes the Long Hill Education Association, hereinafter called the "Association", as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the following certified and noncertified personnel under contract to the Board, including:

#### Teachers

Classroom Teachers  
Supplemental Teachers  
Special Subject Area Teachers  
Nurses  
Social Workers  
Learning Disability Specialists  
Speech Therapists  
Librarians  
Guidance Counselors  
School Psychologists  
Occupational Therapists  
Physical Therapists  
Dean of Students

#### Secretaries & Clerical Help

Bookkeepers  
Building Secretaries  
District Secretary  
School Secretaries  
Special Services Secretaries  
Teachers' Clerk

#### Teacher Assistants

- \* Includes Student Assistor

- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to the above employees represented by the Association in the negotiating unit.
- C. This recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution.

## ARTICLE II

### DURATION OF AGREEMENT

- A. This Agreement shall become effective on July 1, 2009 and shall remain in effect until June 30, 2012.
- B. In the event either party wishes to amend and/or modify this Agreement, notice shall be given by February 1, of each year during the life of this Agreement. Negotiations can be opened only upon the agreement of both parties.
- C. Should a mutually acceptable amendment and/or modification to this agreement be negotiated, it shall be reduced to writing, adopted by the Board and ratified by the Association and then signed by the Board and the Association.

## ARTICLE III

### BOARD POLICY

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee 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.

B. Board Rights

Except as otherwise provided in this Agreement and under the provisions of N.J.S.A. 34: 13A-1 et. seq., the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all of the operations and activities of the Long Hill Township School District to the extent authorized by law.

## ARTICLE IV

### NEGOTIATIONS PROCEDURE

- A. The Board and Association agree to enter into collective negotiations for a successive agreement in accordance with N.J.S.A. 34: 13A-1 et. seq., in a good-faith effort to reach agreement on matters concerning the terms and conditions of employment. Where specific provisions covering reopening of negotiations are included in this contract, such negotiations shall be subject to the terms of those provisions. Any agreement so negotiated shall apply to all employees covered by this agreement as listed in Article I. It shall be reduced to writing and presented to the Board for adoption and the Association for ratification. It shall then be signed by the Presidents and attested by the Secretary of the Board and a secretary in the Association.
- B. During formal negotiations, the Board and the Association may present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection, current data available to the public of the Long Hill Township School District.
- C. During each negotiations session, the Board and the Association shall establish the agenda and date for each succeeding session.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Purpose and Definition

1. The purpose of this procedure is to resolve, at the lowest possible level, grievances which may arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate and lawful at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, prior to filing the formal grievance provided the adjustment is not inconsistent with terms of the Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.
3. A grievance is a claim by an employee or representative that harm has been suffered by the interpretation or violation of policies and agreements affecting the employee.

#### B. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended in writing by mutual agreement or if they conflict with statutes directly affecting the ability of either party to act.
2.
  - a. A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the time the grievant knew of its occurrence.
  - b. In the event the filed grievance cannot be processed through all the steps necessary in this grievance procedure by the end of the work year, the time set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the work year or as soon thereafter as is practicable.
3. Level One
  - a. An employee with a problem shall first discuss it with the immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
  - b. If an agreeable solution is not forthcoming within the next five (5) work days, the aggrieved employee may submit the written grievance to the immediate superior. The immediate superior shall offer a written response within the next five (5) work days.

4. Level Two

- a. If the aggrieved party is not satisfied with the disposition of the grievance at Level One, the employee may, within five (5) work days of receipt of the response, or in the absence of a response, within ten (10) work days from date of submission of written grievance to the immediate superior, whichever is sooner, submit the written grievance to the Superintendent of Schools with a copy of the response from the immediate superior, and a statement of specific reasons for dissatisfaction with the disposition of the grievance at Level One. The Superintendent shall meet with the aggrieved party and shall, within ten (10) work days, render a decision in writing.
- b. If, in the judgment of the Association, a grievance affects a group of employees and more than one building, the Association may submit directly such grievance in writing to the Superintendent and the processing of such a grievance shall be commenced at Level Two.

5. Level Three

If the aggrieved party or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, the employee, within five (5) work days after a decision by the Superintendent or fifteen (15) work days after the grievance was delivered to the Superintendent, whichever is sooner, may submit the written grievance to the Secretary of the Board of Education. The grievance shall be submitted to the Board with copies of all prior correspondence relating thereto, and a statement of the aggrieved party's specific reason for dissatisfaction with the disposition of the grievance at Level Two. Within ten (10) work days after such written notice of submission to the Board of Education, the Board and the grievant shall attempt to resolve the grievance. The Board shall render its decision on the grievance no later than thirty (30) days after receipt of the grievance at Level Three. The decision of the Board in matters not involving the Terms and Conditions of employment reduced to writing in this agreement shall be final.

6. Level Four

- a. However, any grievance concerning the interpretation of terms and conditions of employment reduced to writing in this contract may, upon request of either the Board or the Association, be submitted to advisory arbitration, provided the party desiring arbitration advises the other party in writing of such desire, within ten (10) work days after the Board of Education has rendered its decision, or within thirty (30) days of the date of submission of the grievance to the Board, if no decision is rendered by the Board. The Board and the Association shall immediately attempt to agree upon an arbitrator. If the Board and the Association are unable to agree upon the Arbitrator within ten (10) work days from the date written notice of the desire for arbitration is received, the party desiring arbitration shall within ten (10) additional work days request of the American Arbitration Association the selection of an arbitrator. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. If the party desiring arbitration fails to apply to the American Arbitration Association for the appointment of an arbitrator within said ten (10) additional work day period, it shall be understood that arbitration is no longer required, the matter shall be considered closed, and no further appeal shall be allowed. Cost of the services of an arbitrator shall be shared equally by the Board and the Association.
- b. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section 6 of this Article.

7. Grievances not involving the interpretation of terms and conditions of employment reduced to writing as part of this Contract shall terminate at the Board level. Grievances involving administrative decisions and Board policies which by law are conferred upon or reserved to the Board, shall end at the Board level.

C. Rights of Employees to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by said party, or at said party's option, by a representative selected or approved by the Association.
2. 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, provided that by its presence the Association does not impair the rights of the employee as provided in the statutes or Constitution of the State of New Jersey.

D. Miscellaneous

1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person or persons, and all decisions rendered at Level Two and Level Three of the grievance procedure shall be in writing setting forth the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Reasons for decisions may be obtained in writing by the aggrieved person or the Association at any level of the procedure at the written request of the aggrieved person.
2. All pertinent data shall be kept in a separate grievance file and maintained by the Board Secretary for five years and shall not be kept in the personnel file of the participants.
3. A form for filing grievances shall be revised periodically at the request of the Administration and/or the Association and grievances shall be filed using these forms.
4. Meetings and hearings under this procedure shall not be conducted in public except as provided by law.
5. Due and reasonable exceptions to the time limits shall be made for unexpected absences of those concerned and their representatives.
6. The Association shall be notified by the Secretary of the Board of Education of any formal grievance filed by a member of the bargaining unit who is not represented by the Association when such grievance reaches Board level.

E. Arbitration

1. In the event that the Board rejects the recommendation of the arbitrator (which is advisory) on three separate occasions beginning July 1, 1985, the Association may invoke binding arbitration on any succeeding contractual grievances. (Case No. 18 390 00668 92L, decided May 20, 1993, will count as the first of three.)

## ARTICLE VI

### TRANSFERS REQUESTED BY EMPLOYEES WITHIN THE DISTRICT

In recognition of the fact that employees may from time to time wish to transfer from grade to grade within the same building or at other times, between buildings, the following guidelines are established:

- A. A listing of all vacancies shall be posted and made available to all employees as they occur. Announcements of vacancies occurring during the summer shall be e-mailed to all teachers.
- B. All requests for transfer should be formal in nature and be in written form.
- C. Reason for the request should be given.
- D. The transfer must have the approval of the Superintendent of Schools.
- E. All employees requesting transfers to another building shall be interviewed by the immediate superior of the building to which they wish to transfer.
- F. The Board of Education shall have the final approval of the transfer.

## ARTICLE VII

### REDUCTION IN FORCE

A. Teachers

If during the period of this agreement, the Board determines that it is necessary to dismiss one or more tenured employees covered by this contract the Board and the Association agree to enter into discussions at that time solely for the purpose of:

1. Considering procedures for carrying out the reduction in force.
2. Assisting affected employees in obtaining added certification if it would be in their interests.
3. Identifying procedures for giving a tenured employee preference in re-employment for a finite period of time following dismissal.

The Board agrees to make every reasonable effort to determine the need for a reduction in force affecting tenured employees immediately after the Board adopts the budget to be submitted to the voters and to so inform the Association in writing. If such a determination can be made by the Board before March 1st, the Association shall be so informed in writing. Discussions shall commence forthwith.

B. Secretaries/Clerical Staff

Reduction in Force (RIF) for secretarial/clerical employees, who are included in the bargaining unit, shall be district wide in order of inverse seniority; last in, first out. An employee who has been RIF'ed shall have recall rights in the inverse order of the RIF; last out, first back.

C. Teacher Assistants

Seniority categories for teacher assistants shall be certified and non-certified. All who are employed as of June 30, 2003 shall be considered to be equal in seniority to all others in their category. All hired after that date shall accrue seniority from date of hire. Reductions in force shall take place in inverse order of seniority in each category.

## ARTICLE VIII

### ALL SCHOOLS COUNCIL

- A. The Association shall select an All Schools Council which shall meet as the need arises, with representatives of the Administration and the Board.
- B. The Board of Education shall receive all minutes of the All Schools Council which shall be prepared by a Council member appointed by the Chairman of the All Schools Council.
- C. Nothing in this article shall be interpreted as an enlargement of the Negotiations Procedures or to bypass Grievance Procedures of this Agreement.

## **ARTICLE IX**

### **SICK LEAVE**

A. 12 Month Employees

Twelve month employees shall be granted 14 accumulative sick days annually.

B. 10 Month Employees

Ten month employees shall be granted 12 accumulative sick days annually.

C. Entitlement of sick leave shall begin on the first official work day of said work year. Sick leave entitlement for employees hired after the start of the work year shall be proportional to the number of months the employee will work during the year, and all the days will be credited to the employee as of his/her first work day.

D. Any sick days not used in the school year are cumulative for later use as provided by statute.

## **ARTICLE X**

### **TEMPORARY LEAVES OF ABSENCE**

The provisions stated below for absence shall be for each work year (July 1 - June 30). Unused days are not cumulative or transferable.

A. Death in the immediate Family: An allowance of days shall be granted with full pay starting from the day of death. This applies to the immediate family: spouse, child, and any other member of the same household or if said household was last residence. It also includes mother, father, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, regardless of residence. The total allowance under this provision shall not exceed five (5) working days in any one year, except as follows: If the deceased is a parent, spouse, or child of the employee, the allowance will be five (5) working days for each death.

B. Personal: Four (4) days annually will be permitted with full pay for one of the following reasons: serious illness in the immediate family, marriage of employee, marriage of an employee's son or daughter, funeral of a close personal friend or relative not covered in paragraph A, religious holiday, or other personal business that cannot be handled outside of the school day. Personal business shall be limited to legal, business, household, or family matters. Except in the case of emergency situations, the request for personal leave shall be made a minimum of three (3) days in advance, and is subject to the superintendent's approval.

Beginning in 1997-98 for teachers and secretaries, and beginning in 2003 for teacher assistants, up to two (2) personal days not used by an employee at the end of a contract year will be converted to sick leave and added to the employee's accumulated sick leave account.

C. Additional Absences: Additional absences may be granted at the discretion of the Superintendent for reasons that are considered clearly exceptional in any of the following ways:

1. With full pay.
2. With pay LESS deduction of the established rate for substitute\*.
3. Without pay.

- \* For secretaries the substitute rate will be defined at \$ 50.00 per day.

## ARTICLE XI

### EXTENDED LEAVES OF ABSENCE

#### A. Maternity Leave

Upon written application, maternity leave without pay shall be granted to tenured and non-tenured employees. For 10-month tenured employees, maternity leave shall be limited to a maximum of the two full school years immediately following the birth. If the birth occurs during the summer recess, tenured employees shall be limited to a maximum of two full school years following the school year in which the birth takes place. For non-tenured employees, this leave shall be limited to one full school year.

Employees on maternity leave may use accumulated sick days from the date of their leaving active duty for that portion of maternity leave during which disability exists, receiving pay for said days, to the limit of availability.

Employees wishing maternity leave must file application with the Superintendent of Schools as soon as pregnancy is clearly established, but not later than three (3) months before expected birth, fully stating all dates and other particulars of the case, including the date of anticipated return.

An employee on maternity leave may return to work whenever her physician recommends such a return. Should the Board disagree with that recommendation, it may require the employee to submit to an examination by a Board-selected physician. Employees should notify the Superintendent and the Board thirty (30) days prior to requested date of return unless the anticipated return is September, in which case the employee shall give notice by April of the preceding year. If the employee is unable to return at the anticipated time, the employee's leave status shall remain as stated in the contract. In the event a teacher has decided not to return and the position is filled for the following year, the teacher may not return until the subsequent year.

The Board has the right to bar an employee on maternity leave from returning to work if such a return is requested for a date after April 30th.

Non-tenured teachers who have been granted a contract that will result in tenure after a single day in the fourth year of employment shall be permitted to return to work for one day and then, if requested by the employee, shall be granted the remainder of the year on leave pursuant to this article.

#### B. International and Federal Programs

Employees may be granted leaves of absence without pay for a maximum of two years for service in the Peace Corps, V.I.S.T.A., National Teachers Corps, Overseas Teaching, Exchange Teaching, and Graduate Fellowship. Service in programs similar in nature and leaves for good cause may be approved upon the recommendation of the Superintendent.

#### C. Military Service

Employees in the employ of the school system will be granted leaves of absence for meeting reserve military service and National Guard training requirements in accordance with the provisions of N.J.S.A. 38:23-1 and N.J.S.A. 38A:4-4.

#### D. Illness in Family

At the discretion of the Board, and upon recommendation by the Superintendent, employees may be granted additional leaves of absence without pay upon verification by the family physician of a long-term illness in the immediate family.

E. General Conditions

Upon return from leave, with proper substantiation of applicable experience or military service, the employee may be placed on the salary schedule at the level which would have been achieved if the employee had not been absent. Accumulated sick leave to which an employee was entitled at the time of this leave shall be restored to the employee upon return. The employee will not accumulate additional sick leave for time of absence.

Additional, proper substantiation of teaching or military service, when recognized in lieu of resident teaching experience, shall be accounted as requisite teaching experience in awarding service premiums.

## **ARTICLE XII**

### **SABBATICAL LEAVE**

Upon application of the teacher involved and subsequent recommendation of the Superintendent of Schools, the Board of Education may grant, by individual consideration, sabbatical leave of absence to a teacher subject to the following conditions, limitations and provisions.

A. Conditions under which leave may be granted:

1. The teacher must have serviced the Long Hill Township School System for eight (8) or more years of continuous full-time employment.
2. The sabbatical leave is for only one full academic school year.

B. Limitations

1. Sabbatical leave will be considered for any program approved by the Superintendent of Schools and the Board of Education.
2. In cases of sabbatical leave for the pursuance of formal graduate study, a minimum of 20 credit points will be required. The study must be in courses for which formal college graduate credit is granted.
3. Sabbatical leave will not be granted for the purpose of engaging in gainful employment or for the purpose of study for a trade or another profession.
4. Sabbatical leave will not be granted for study in the field of administration or special education unless, through prior arrangement, the teacher will be employed in either of these fields following the expiration of the sabbatical leave of absence, and provisions of C. 2. of this Article are fulfilled.
5. Salary and Tenure Rights:

- a. A teacher on sabbatical leave shall receive a salary equal to one-half the annual contracted salary to which the teacher would have been entitled had the teacher remained in the regular teaching position. Said half salary shall be paid in twenty (20) installments as outlined in Article XVII or by special arrangements agreed to by the teacher and the Board of Education.

- b. In the event a scholarship stipend is part of the sabbatical arrangement, the total cash remuneration (stipend plus sabbatical salary) may not exceed the regular salary of the teacher.
  - c. From the salary received while on sabbatical leave there shall be made regular payroll deductions required by law and authorized by the teacher.
6. Upon expiration of a sabbatical leave, a teacher shall not again be eligible for sabbatical leave until another seven (7) continuous years of full-time service have been completed.
- C. Provisions
- 1. The request for sabbatical leave shall be in writing and must be submitted prior to November 1 of the school year previous to the year for which the leave of absence is desired.
  - 2. The teacher shall enter into a contract with the Board of Education to continue in service for a period of two years after expiration of the leave of absence.
  - 3. When formal college credit has been granted during the leave, an official transcript will be required and when leave has been granted for any other purpose, written reports planned in consultation with the Superintendent will be required.
  - 4. During the period of sabbatical absence, the teacher's tenure rights, salary advancements and accumulated sick days shall be safeguarded and retained, but the teacher will not receive credit for unused sick days accumulated during the period of sabbatical leave of absence.

### ARTICLE XIII

#### TUITION REIMBURSEMENT

The Long Hill Township Board of Education will reimburse teachers and teacher assistants for the tuition costs of advanced credits beyond those required for a bachelor's degree. Approval for credits other than graduate credits shall be at the sole discretion of the Superintendent.

Tuition reimbursement for teachers and teacher assistants is subject to the provisions A-F below:

A. Limits

Tuition reimbursement per employee during any one contract year will be limited to the dollar equivalent of nine (9) times the tuition per graduate credit charged at Kean University. First year employees shall receive reimbursement after their contract is renewed.

This reimbursement shall be specifically limited to tuition costs and only for the maximum number of credits set forth in the Limits section of this Article, and shall not cover or include fees, charges and costs for room, board, textbooks and supplies, transportation or any other such costs, fees or charges. Where it is not possible to so segregate such costs into covered and not covered segments, the college or university shall be requested by the employee concerned to make an appropriate allocation, which must be comparable in result to like institutions so offering an appropriate allocation in the degree of comparability to be subject to the determination by the Board of Education.

- B. Teachers will be required to have Superintendent's approval for all reimbursable credits above six (6) in one contractual year. Teacher assistants will be required to have the Superintendent's approval for all reimbursable credits. Employees will be required to notify the Superintendent

prior to taking any course for reimbursement. In any event, total reimbursement shall be limited to the maximum specified in paragraph A. of this article.

- C. This reimbursement shall be made in total by the Board of Education within sixty (60) days following successful completion of the course of studies.
- D. Employees not offered contracts for the subsequent school year and those leaving of their own volition at the end or during the current contract year shall not be entitled to tuition reimbursement for courses taken during the semester in which the employee leaves the district, except that employees not offered contracts for reasons of economic necessity will be reimbursed for tuition consistent with paragraph A of this article.
- E. Reimbursement shall be made for tuition to bona fide degree granting and accredited four-year colleges and universities for college level courses consistent with the limits of this article. Single courses or groups of courses not leading to an advanced degree, only providing a certain skill or filling a certain lack, shall be subject to tuition reimbursement, consistent with the limits of this article. Internet courses must include documented meeting(s) with peers and/or with the professor.

F. Provisions

- 1. All courses and courses of study referred to in this article and covered by this tuition reimbursement practice shall be taken and attended on the employee's own time and at a time and in such a manner as to not interfere with the regular conduct on the instruction in the Long Hill Township Schools or with the presence of the employee in the school on his or her job. No early release from regular duties or school year end or late reporting date at school year start will be permitted under this article.
- 2. All courses of instruction shall be completed with a satisfactory or passing grade or level of achievement to be eligible for reimbursement. A satisfactory or passing grade shall be at the discretion of the college or university.

G. Secretaries Tuition Reimbursement

Secretaries may receive reimbursement for attending courses in work-related skills, subject to recommendation of the immediate supervisor and, with the approval of the Board. Secretaries will be required to notify the Superintendent prior to taking any courses for reimbursement.

**ARTICLE XIV**

**INSURANCE PROTECTION**

A. Medical, Surgical, Major Medical

The Board shall provide all eligible employees and their dependents with the benefits provided by the New Jersey School Employees Health Benefits Plan (“SEHBP”). If, in the future, the Board unilaterally changes carrier without negotiating a change in the level of benefits, the benefits in the new plan shall be equal to or better than the benefits of the SEHBP. The Board shall pay the entire cost of such coverage for each employee and the immediate family dependents (spouse and children) who are eligible and whom the employee elects to have covered. To be eligible for Board-paid coverage, the employee’s work week must be twenty-two (22) hours or more.

The Board shall offer a cash option of \$3,500.00 for family coverage and \$3,000.00 for husband and wife coverage each year to any employee who wishes to waive medical coverage. If the employee who selects this option experiences a life-changing event, he/she shall be permitted immediate re-entry into the plan and will not be required to wait for an open enrollment period.

B. Dental

The Board shall provide dental insurance coverage (including orthodontia for dependent children 18 years old or younger) for employees and their families, through enrollment in the Delta Dental Plan of New Jersey, Inc. (Program II-A) or substantially similar plan. The benefits under the plan shall be:

<u>BENEFITS</u>	<u>CO-PAYMENTS</u>
Preventive and Diagnostic	80%
Remaining Basic	80%
Crowns, Inlays and Gold Restorations	60%
Prosthodontic Services	60%
Orthodontic Benefits (child only)	50%
\$25.00 Single	Deductible - Not Applicable to Preventive and Diagnostic
\$75.00 Family	Deductible - Not Applicable to Preventive and Diagnostic
\$1,000 Calendar Year	Maximum - Excluding Orthodontic Benefits
\$1,000 Lifetime	Maximum for Orthodontic Benefits

Employees who elect not to receive dental insurance from the Board may choose a cash option benefit 50% of the cost for each of the three years.

C. Prescription

Employees shall be eligible for prescription coverage through the medical plan in which they are enrolled. All medical plans offered by the Board shall provide access to prescription coverage.

D. The Board shall pay the entire cost of Dental coverage for each employee and immediate family dependents (spouse and children) who are eligible and whom the employee elects to have covered

except that new employees hired effective July 1, 1992 and after will not be provided dental insurance at Board expense until they acquire tenure in Long Hill Township. For teacher assistants, eligibility shall be after three years of employment in the district. However, employees who are not eligible will be provided the opportunity to enroll in the group plan provided herein at their own expense.

E. Changes

If prior to the effective date or during the term of this contract other dental plans offering substantially the same benefits at lower premium cost are available, such plan or plans shall be substituted for the plan or plans indicated herein. Such change must be approved by both the Board and Association.

F. Less Than 22-hour Employees

Except for grandfathered employees who work 20 hours or more but less than 22 hours and receive Board-paid health insurance, employees who work less than 22 hours shall have the option of paying 100% of the premium in the Board's plan if the carrier permits.

G. All employees who wish to continue health insurance benefits after retirement will be allowed to do so at the Board group rate but at their own expense and only to the extent and as long as permitted by the terms of the policies of insurance in effect in the district. The Board of Education will assume the responsibility for administering this plan.

## **ARTICLE XV**

### **DEDUCTION FROM SALARY**

- A. The Board agrees to deduct from the salaries of its employees, dues for the Long Hill Education Association, the Morris County Council of Education Associations, the New Jersey Education Association, or the National Education Associations or any one or combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.1 et. seq.) 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 the Long Hill Education Association by the 15th of each month following the monthly payment 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 dues shall give the Board written notice prior to the effective date of such change.
- C. Additional authorization for dues deductions may be received after August 1, under rules established by the State Department of Education.
- D. The filing of notice of an employee's withdrawal shall be made prior to December 1 or June 1 and become effective to halt deductions as of January 1, or July 1, next succeeding the date on which notice of withdrawal is filed.

## ARTICLE XVI

### MISCELLANEOUS

A. Complaints Against Members Covered By This Contract

Board of Education members and/or employees who receive information in the nature of a complaint should advise persons presenting such information to discuss the matter with the employee directly involved. If satisfaction is not derived from the original contact, the citizen should move to the next higher level. The sequence of approach should be employee to immediate superior to Superintendent. As a last resort request may be made to bring the problem to the Board of Education by requesting a meeting, through the Superintendent, to discuss the complaint. It shall be within the discretion of the Board whether or not to grant such a meeting and to determine who shall be present. The Board shall, however, investigate all such complaints lodged with it, including those made by members of the public who fail to follow the suggested procedure. The employee, against whom the complaint is made, may elect to be present and/or to have his or her representative present at any such meetings or at any discussion held with the Board of Education.

B. Contracted Addresses

For purposes of communication concerning this Agreement, the following addresses will be in effect for the term of this Agreement:

Board of Education  
c/o Secretary of the Board of Education  
Long Hill Township Public Schools  
759 Valley Road  
Gillette, NJ 07933

Long Hill Education Association: home address of current president

C. Association Business

1. The President of the Association shall be permitted to be absent from the school building for the purpose of carrying on Association business. Absences for this purpose shall be limited to once each week and to the time between dismissal of children and sign-out, day of week to be mutually agreed upon by the president of the Association and the building principal. After school extra help for students and other system required responsibilities shall take precedence over Association business. In addition, the president(s) shall be granted release time on two scheduled student contact days in order to conduct Association business.
2. The third Monday of each month shall be set aside for the Association's use. When an Association meeting is scheduled, members will be allowed to leave after student dismissal to attend such meeting.
3. Every effort will be made to furnish the Association's president with two (2) complete copies of the agenda for Board meetings and minutes of each Board meeting when available.
4. The business office shall notify the Association president of all new hires immediately following each board of education meeting.

D. School Calendar

The Association shall be given the opportunity to submit recommendations with reasons therefore, in regard to the School Calendar for the subsequent year to the Superintendent by October 1st, and on new inclusions not covered by their recommendations, prior to submission of the Calendar to the Board. The Board and the Administration shall give due and proper consideration to all such recommendations, and will furnish in writing its reason(s) for rejection of any such recommendations; provided, however, that the final decision in all matters pertaining to the School Calendar shall rest with the Board.

E. Personnel Records

Employees shall have the right to review their central office and school personnel files by appointment. The employees may attach a written comment within 30 calendar days to any materials they believe require clarification and send a copy of such comments to the Superintendent at that time. Receipt of such comments will be acknowledged by the Superintendent within ten (10) working days.

F. Committee work -- Curriculum development & T. & E. Program (Teachers Only)

Teachers may be required to participate in seven forty-five minute meetings per year beyond the normal working hours. The meetings shall be for the purpose of articulation and/or Superintendent needs and are subject to the following limitations:

1. They shall be scheduled for Mondays.
2. They shall be scheduled to end no later than one hour after student departure time at Millington and Gillette schools.
3. Under normal circumstances there shall be no advance preparation required. Some reasonable amount of preparation may be necessary from time to time.
4. Teachers shall be assigned to one committee only.

Nothing in this Agreement shall prohibit the use of other parts of the working day or of any or all of Institute Days for such meetings.

5. Central School teachers who attend curriculum meetings will be permitted to sign out fifteen (15) minutes prior to the end of the next regular school day.

G. It is the intent of the Board of Education to provide a safe working environment for its employees and, to the extent possible, to endeavor to have a responsible person working on or about the premises while the employee is working in a building. If circumstances result in an employee being alone on the premises for an extended period of time and an employee feels unsafe, the employee may, upon notification to the Board office, leave work with the understanding that the lost time is to be made up.

- H. Certified staff who travel to two or more schools shall have non-teaching duties assigned as follows:
1. If travel involves more than one school in a single day, the duties shall be based in one school for that day.
  2. If a certified staff member spends all day in one school but travels to other schools on other days, duty may be assigned in the building in which he is located on that day.
- I. Certified staff who travel to two or more schools in one day shall be given thirty (30) minutes of travel time between destinations. Employees shall be compensated at the IRS mileage rate when required to travel between work sites.
- J. Health Benefits Committee and Compensation Committee: The parties agree to set up a committee(s), with representation by both sides, to discuss different approaches to health benefits and compensation. The committees are without authority to negotiate changes. The Association reserves the right to name its representatives.
- K. No administrator shall publicly reprimand an employee.
- L. Past Practice. Unless specifically provided in this contract, all terms and conditions of employment in effect prior to the effective date of this agreement shall remain in full force and effect and shall not be eliminated or reduced. To rise to the level of a past practice, the following criteria must be met:
1. Clarity: the existence of the practice can be proven
  2. Longevity: the practice is of long-standing
  3. Consistency: the same circumstances occur regularly
  4. Repetition: occurs frequently
  5. Mutuality: both parties are aware of the practice

## ARTICLE XVII

### SALARIES AND OTHER FORMS OF REMUNERATION

The salaries of all employees covered by this Agreement are set forth in Schedules A, B, C, and D, all of which are attached hereto and made a part hereof.

- A. Employees employed on a ten (10) month basis shall be paid twenty (20) semi-monthly installments. These employees shall have the option of being paid in 24 semi-monthly installments.
  - 1. This shall include the combined position of Teacher/Dean of Students.
- B. Employees may individually elect to have a portion (not less than \$25.00 per month) of their monthly salary deducted from their pay and forwarded to the Tri-Co Federal Credit Union by the 15th and 30th day of the month in which the deduction is made.
- C. When a pay day falls on or during a school holiday, vacation or weekend, the employees shall receive their paychecks on the last working day.
- D. It is the intent of the Board of Education that ten month employees shall receive their final checks on the last working day in June, or as soon thereafter as possible provided they have fulfilled all obligations. This shall not apply to employees who opt for 24 equal semi-monthly payments.
- E. A contract and request for signing or a written notification of employment status shall be given to all teachers pursuant to law. All teachers offered a contract for the ensuing year shall return the signed contract, or the unsigned contract together with a letter of resignation no later than June 1 of the current contract year.
- F.
  - 1. Extra pay shall be provided for those services which are clearly beyond the realm of regular teaching duties and which require services extending past the normal work day. Services which are performed in lieu of normal teaching duties, however, are not considered as extra services unless specifically recommended by the Superintendent and authorized by the Board of Education.
  - 2. Availability of any position or activity which is classified as an extra service shall be posted in all three schools along with its job description and its stipend. Upon appointment, the employee hired for the position or activity shall receive a copy of the job description. The Board of Education agrees to publish within a reasonable time (30 days) all designated stipends associated with activities as listed in Section F. 3. of this article.
  - 3. The following services will be considered as extra services when they meet the criteria as specified in F.1. above:
    - a. Directing or assisting in school related affairs.
    - b. Curriculum work of a special nature.
    - c. Extra administrative work (inventory, Title II application, etc.)
    - d. Supervision of school sponsored activities.

The stipends to be received are set forth in Schedule C.

- e. Teacher assistants who hold substitute certificates and are used as teachers shall be compensated as follows:

For 3 hours or less:                      \$15.00  
 For more than 3 hours:                      \$30.00

- f. Teacher assistants who hold NJ standard teacher certification shall be paid an annual stipend of \$1500.

- 4. Positions designated in Schedule C are single employee positions as of the effective date of this contract. If employees are interested in sharing a position, such a request must be submitted in writing to the principal for consideration. A memorandum of agreement shall be executed and signed by the Board and the Association.
- 5. New stipend positions may be added to Schedule C at the mutual agreement of the Board and the Association.

G. Secretaries' and Clerk's Salary Compensation

- 1. The classifications used herein are solely for the establishment of the Schedule B Salary Guides and are not in conflict with the categories of employees recognized by this Board in Article I.
- 2. The annual salaries listed in the salary guide are all computed on the basis of 2080 hours per year and are included for comparative purposes only.

An employee's Individual Base Salary is derived by prorating the annual salary on the basis of the hours worked annually and the hours attributed to paid holidays. For computational purposes, an employee's regular hourly rate is obtained by dividing an Individual's Base Salary by the sum of the hours worked annually and the hours attributed to paid holidays.

- 3. The steps of the salary guide are annual increments granted in the first five (5) years of service, step 5 being granted on the fifth year of service.

- H. A Service Premium shall be granted to all Teaching Staff Members upon completing the following years of teaching service. Teaching service shall be defined as the total number of years of net credited service as a full-time teacher regardless of the place of such employment. Effective September 1, 1997, all new hires shall receive longevity based upon their years of service in the Long Hill Township School District. Those employed prior to September 1, 1997 shall continue to receive longevity based on years of net credited service.

Teachers with 10 years service in the District who have not yet reached the 15-year longevity stipend shall receive a longevity stipend of \$500. For those employees, the 10-year longevity stipend shall be in lieu of the 15-year longevity stipend.

<u>Years of Service</u>	<u>Added to Base Salary</u>
10 or 15 years	\$500.00
20 years	500.00
25 years	500.00
30 years	500.00
35 years	500.00
40 years	500.00

For employees hired before September 1, 1997, the term "Net Credited Service" is defined as the number of years credited by the Long Hill Township Board of Education to a teacher upon

employment, or at a subsequent point in time, as evidenced by the experience step in the salary guide such teacher is placed upon, or to which the employee is subsequently elevated.

- I. The secretaries, clerical staff, and teacher assistants with continuous service in the Long Hill Township School District shall receive longevity pay in accordance with the following schedule:

- After 5 years of service 2% of Individual Base Salary
- After 10 years of service 3% of Individual Base Salary
- After 15 years of service 4% of Individual Base Salary
- After 20 years of service 5% of Individual Base Salary
- After 25 years of service 6% of Individual Base Salary
- After 30 years of service 7% of Individual Base Salary

These percentages are non-compounding and are limited to the Individual Base Salary only. Payment under this section is deemed regular pay and shall be made part of and along with Individual Base Salary payments. Such longevity payments shall begin the contractual year following the employee's service anniversary date.

- J. For advancement on a salary guide, one year of service will be granted to a 10-month employee who has worked at least 90 work days within a district, and a 12-month employee who has worked at least 106 work days.

- K. All employees who have completed at least ten (10) years of service in Long Hill Township shall receive payment for unused sick days. Employees shall receive this benefit only if eligible to draw a pension from TPAF or PERS. Such eligibility does not include deferred retirement option.

Employees who are eligible for payment for unused sick leave must provide the Board Secretary with written notice of their intention to retire at least three months prior to the intended date of retirement absent unforeseen circumstances. If the notice requirement is not met and no unforeseen circumstances exist, payment will be delayed until the following fiscal year.

This benefit will also be payable to the estate of any employee who dies while in service in Long Hill Township and who has completed at least the required ten years of service.

Teachers. Each unused sick day shall be reimbursed at \$150 per day to a maximum of \$25,200.

Secretaries. Each unused sick day shall be reimbursed at \$105 per day to a maximum of \$25,200.

Teacher Assistants. Each unused sick day shall be reimbursed at \$35 per day to a maximum of \$3150.

- L. The Board shall notify each employee of the number of sick days used the previous year and the total number of sick days being applied to the formula in Article XVII, Sec. K.

This shall be done by October 1st of each year.

- M. To Qualify for the MA Plus 30 Salary

1. At least 15 of the 30 credits shall have been acquired in the special subject matter area in which the teacher is working in Long Hill Township Schools, such as English composition and literature; history and geography, mathematics, reading and science.
2. The other 15 credits may have been acquired in one or more of the special subject matter areas listed above in which the teacher is not working in Long Hill Township Schools, or they may have

been acquired in general supportive subject matter areas, such as anthropology, philosophy, psychology, sociology or they may have been acquired in a combination of special and general subject matter areas.

3. In each case, the Superintendent shall certify to the Board of Education that the 30 credits submitted are applicable. Before beginning the program outlined above, the teacher shall have approval in writing from the Superintendent.

N. Withholding of Employment Increments

The Board of Education, upon recommendation of the Superintendent, may withhold for inefficiency, or other good cause, the employment increment, or the adjustment increment, or both, of any employee in any year by a recorded roll call majority vote of full membership of the Board of Education.

The procedure for withholding of the employment increment, of the adjustment increment, or both, is as follows:

1. The Principal or Supervisor of the teacher shall notify the teacher in writing of the area(s) in which the administrator finds the teacher's work deficient. Such notice must first be given by December 15, or sooner. The Principal or Supervisor shall follow up the initial notice with two or more written observations in which the administrator shall note whether or not the administrator sees improvement in the teacher's work. If by February 15, the Principal or Supervisor finds that the administrator is still not satisfied with the teacher's performance, the administrator shall notify the teacher in writing that the administrator is recommending withholding the teacher's increment(s) for the coming school year, and state the reason(s) therefore.
  2. The teacher may appeal in writing, through the principal, from such action within ten days upon receipt of the latter notice, and request to have the teacher's case reviewed by the Superintendent. The Superintendent will render a decision within ten days in writing.
  3. If the recommendation of the Principal or Supervisor is affirmed by the Superintendent, the employee may within ten days appeal in writing to the Secretary of the Board for a review by the Board of Education. After the review by the Board of Education, the Board will formally vote on the recommendation of the Superintendent, and shall notify the employee in writing of such action within ten days, together with the reasons therefore.
  4. If the employee is not satisfied with the decision of the Board of Education, the employee may appeal such action to the Commissioner of Education, State of New Jersey, under the rules prescribed by the Commissioner.
- O. Overtime: When authorized by the Superintendent, the overtime rate for secretaries and clerical help shall be based on one and one-half (1-1/2) times the employee's regular hourly rate for any hours worked over an eight (8) hour day and forty (40) hour week. When compensatory time is given in lieu of overtime payment, it will be on a time and one-half (1-1/2) basis.

## **ARTICLE XVIII**

### **WORK PERIOD**

#### A. Teachers' Work Day

1. The teaching day will not normally exceed seven (7) hours and fifteen (15) minutes. On Fridays and before holidays, teachers may leave after student dismissal. This provision does not preclude early release of teachers if dictated by extraordinary circumstances.

2. Normal starting and ending times at the schools are as follows:

#### Central School

Monday through Thursday - Starting 8:00 a.m., Ending 3:15 p.m.

Friday and days preceding school holidays-Starting 8:00 a.m., Ending 2:45 p.m.

#### Gillette and Millington Schools

Monday through Thursday - Starting 8:15 a.m., Ending 3:30 p.m.

Friday and days preceding school holidays - Starting 8:30 a.m., Ending 3:15 p.m.

Nothing stated herein shall supersede Article XVI, Section F.

3. One reporting conference day will be switched to the evening, with an early dismissal on the day of the conference.
4. Starting and ending times may be revised by the Board if dictated by economic and/or educational necessity. In such a case the Board will notify the Association and receive their comments prior to any final decision.
5. Beginning in September, 1989, the pupil contact time of teachers in all schools will be increased by fifteen (15) minutes per day. This time will be within the normal seven (7) hour and fifteen (15) minute day and will not be taken from the existing teacher lunch or student recess time.
6. Middle School

The Administration and designees of the Association will work together to equalize duty responsibilities at the middle school.

For as long as the 9-period day remains in effect, Central School Teachers:

- a. will be provided with the equivalent of five (5) periods of preparation time per week, one per day.
- b. will teach no more than six (6) periods per day.
- c. will have one (1) duty-free lunch period daily.
- d. will have three (3) group planning periods per week,
- e. will have up to two (2) duty assignments per week. These may include, but not be limited to: lunch duty, hall duty, study hall, bus duty, and 'guide'. They will not require lesson planning or grading. Any teacher assigned bus duty will not be assigned a duty during the student day.

7. All Millington and Gillette teachers will be provided with at least one hundred and ninety (190) minutes of preparation time per week, not less than 30 minutes per day. Preparation time will increase by 30 minutes per week when new programs are added that make the additional coverage possible. Should these programs be eliminated, prep time shall return to, but not be less than, 30 minutes per day.
8. In the event of an emergency school closing (i.e. snow emergency), teachers shall be released ten (10) minutes after the students have boarded the buses. Two teachers selected by the building faculty shall stay an additional twenty (20) minutes to help in the event a bus should return to the building. If a bus does return, the two employees shall take charge of the students while arrangements are being made for their return home. At no time shall the employee be required to stay beyond their regular school day.

B. Teachers' Work Year

1. The teacher work year will consist of 181 teaching days, one orientation day prior to the start of school, up to 3 in-service days, and one non-student day for the purpose of curriculum work. One in-service day will be eliminated if four or more emergency days are used by April 5th.
2. Teachers will not be required to attend the N.J.E.A. Convention nor will they be required to be at school during the convention days. If a teacher attends the N.J.E.A. Convention it will not be counted as a work day.
3. The Board shall grant one release day per contract year to the L.H.E.A. President to attend one National, State or County Association Function.
4. Employees who miss all or a portion of a preparation period shall be reimbursed \$25 per each lost prep period with no pro-ratio for partial preparation periods. However, up to four preparation periods may be utilized for attendance at IEP meetings without reimbursement.

C. Secretaries' Work Period

1. 12 Month Employees - The work period for 12 month employees will begin on the first week in July of each year and extend through the last week day in June of the following year and include 13 paid holidays listed in H.2. of this article.
2. 10 Month Employees - The work year for 10 month employees will begin 10 working days prior to the start of school and end on June 30. The total number of days will be 212 and shall include the 12 paid holidays listed in H.1. of this article. Employees shall not work any holiday on which school is closed. Employees shall work during the mid-winter recess or other days if necessary to bring the total days worked to 200 days.

The starting and ending dates may be changed if mutually agreeable to the individual employee and the Superintendent, provided the required number of work days are covered.

Ten month employees may be asked to work additional days during the summer. They will be paid per diem prorated at their annual salary, and this work will be done by mutual agreement.

3. Teachers' Clerk - The work calendar will be determined by the Superintendent of Schools subject to the following conditions:
  - a. The standard work year shall consist of 183 days.
  - b. The Superintendent may not schedule work days for Thanksgiving Day, the day after Thanksgiving, New Year's Day, Christmas Day, Memorial Day, or Good Friday.

- c. Any holiday in which school is open is considered a regular work day for teachers' clerk.
- d. Teachers' clerk may be required to work up to 3 days in excess of the standard school year, but will be compensated at clerk's regular hourly rate for any day worked in excess of 183.
- e. Teachers' clerk will not be required to report to work during the Christmas, Midwinter or Spring Recess or Snow Days. However, these are not considered paid vacation days.

D. Secretaries' Work Week

- 1. The work week of the Board office staff has been established and may be altered by mutual consent of the employee and the Board Secretary. Any changes in time will be calculated at the secretary's regular hourly rate.
- 2. The work week of all other employees has been established and may be altered by mutual consent of the employee and the Superintendent. Any change in time will be calculated at the secretary's hourly rate.
- 3. The work week for full time employees whether 12 month employees or 10 month employees is 5 days per week, 8 hours per day.
- 4. District Secretary works 5 days per week, 8 hours per day.
- 5. Compensatory time for secretaries shall be taken within thirty (30) days of their accumulation or the secretary will receive overtime pay. The thirty days are calendar days.
- 6. A Teachers' clerk works 5 days per week, 8 hours per day.
- 7. When students are not present (i.e. summer, institute days), secretaries work hours will be 8:00 AM to 3:00 PM.

E. Secretaries' Work Day

- 1. The work day of all employees shall include a duty free 30 minute lunch period.
- 2. The beginning and ending times will be established by the Board Secretary for the Board Office staff and by the Superintendent for all other employees.
- 3. Not more than five (5) times in each year, secretaries will be released one-half (1/2) hour before the end of their workday if they attend previously scheduled meetings of the Association.
- 4. Secretaries are permitted to leave 30 minutes early on the day prior to holidays.

F. Secretaries' Snow Day

1. In the event schools are closed because of hazardous weather conditions, there shall be a delayed opening for secretaries. Delayed opening is defined as one and one-half hours (90 minutes) later than normal starting time unless otherwise directed by the Superintendent. Every secretary shall report for work. If a secretary chooses not to come in, the secretary must make up that day. However, if the Administration determines that school is closed for employees, the snow day does not need to be made up.
2. In the event of an emergency school closing secretaries shall be permitted to leave thirty (30) minutes after the volunteer teachers specified in Article XVIII A.8.

G. Secretaries' Days Off

Ten month employees will not be required to report to work during the Christmas and Spring recess (if scheduled) and Good Friday. However, these are not considered paid vacation days.

H. Secretaries' Paid Holiday

1. 10 Month Employees

Paid Holidays (12) shall include Thanksgiving Day, the Day after Thanksgiving Day, New Year's Day, Washington's Birthday\*, Christmas Day, Lincoln's Birthday\*, Memorial Day\*, Labor Day, Veterans' Day\*, Election Day\*, Columbus Day\*, and Martin Luther Kung Day\*.

2. 12 Month Employees

Paid holidays shall include the above plus Independence Day.

\* NOTE: If school is open on any of the holidays asterisked, the secretaries will work those days but will receive days off with pay sometime during the mid-winter vacation period or other time prior to June 30 mutually agreeable to the individual and the Superintendent to compensate for working on a holiday.

I. Vacation - Twelve (12) Month Employees

1. In addition to "all employee holidays," secretarial and clerical employees who are under contract to the Board of Education on a 12-month basis shall be granted vacations with pay at the following rates:
  - a. Employees who have been regularly employed for less than five years: two (2) weeks.
  - b. Employees who have been regularly employed for five years but less than ten years, three (3) weeks.
  - c. Employees who have been regularly employed for ten or more years: four (4) weeks.
2. General Conditions Applicable to all Twelve-month Employees
  - a. An employee shall not be deemed to have worked, for the purpose of earning vacation time, during absences for vacation or extended leave of absences granted for sickness, disability, maternity, military service or otherwise.
  - b. Overtime shall not count in the calculation of vacation time earned by an employee.

3. Time of Vacation

Certified and other Professional employees, secretarial and clerical employees shall take vacations only when school is not in session, with approval of the person to whom they are responsible. No vacation time shall be taken later than the end of the employment year next following the employment year in which it is earned.

4. Scheduling Particular Vacations

Prior to June 1 each year, all employees will submit to the person to whom they are immediately responsible a written statement in which the desired vacation time is specified. In arranging a vacation schedule, the responsible person will give due consideration to seniority within job classification.

5. Vacation Upon Termination of Employment

Special Provision is hereby made for vacation time upon termination of employment.

The Superintendent shall recommend one of the following courses of action to the Board. The Board (not the employee) shall determine which plan to follow in each individual case. This vacation time and/or its equivalent in pay shall be in proportion to vacation time that would otherwise have been granted according to other portions of this section.

- a. Employee shall take vacation with pay during the regular employment year prior to July 1.
- b. Employee shall take part of vacation with pay during employment year before July 1 and for remaining vacation time shall be paid at the same yearly rate as the employee was earning previously.\*
- c. Employees shall take no paid vacation during last employment year, but shall be paid for vacation time starting July 1 at the same yearly rate of pay as the employee was earning prior to July 1.\*

\* In these cases, the fact that compensation for vacation time is paid does not entitle an employee to additional earned vacation days after July 1.

J. Jury Duty

Any employee serving on a jury of the United States, State of New Jersey, or any other judicial body, shall be paid by the Board of Education at his/her daily rate of pay for every day the employee is required to serve. Upon being called, the employee will make every effort to defer jury service to a time when school is not in session.

Monies received as a result of jury service shall be turned over to the Board of Education Business Administrator. "On Call" jurors will report to their assigned duties.

K. Teacher Assistants

1. Work Year; 182 days
2. Work Day: A regular work day is 7.0 hours inclusive of a 30-minute paid duty-free lunch. Teacher assistants who are assigned a workday of three hours or more will be scheduled an additional thirty-minute paid duty-free lunch.

**ARTICLE XIX**

**AGENCY FEE**

The Long Hill Board of Education will collect an Agency Fee on behalf of the Association pursuant to the laws and regulations governing such fees.

**Teachers' Salary Guide  
Schedule A-1**

**YEAR 1  
2009-2010**

*Long Hill Teacher*

<b>Step</b>	<b>BA</b>	<b>BA+30/MA</b>	<b>MA+30</b>
<b>1</b>	43,945	46,745	49,545
<b>2</b>	44,445	47,245	50,045
<b>3</b>	45,695	48,495	51,295
<b>4</b>	46,945	49,745	52,545
<b>5</b>	48,195	50,995	53,795
<b>6</b>	49,445	52,245	55,045
<b>7</b>	50,700	53,500	56,300
<b>8</b>	52,900	55,700	58,500
<b>9</b>	55,200	58,000	60,800
<b>10</b>	57,600	60,400	63,200
<b>11</b>	60,100	62,900	65,700
<b>12</b>	62,700	65,500	68,300
<b>13</b>	65,400	68,200	71,000
<b>14</b>	68,200	71,000	73,800
<b>15</b>	71,100	73,900	76,700
<b>16</b>	74,100	76,900	79,700
<b>17</b>	77,200	80,000	82,800
<b>18</b>	80,400	83,200	86,000

**Teachers' Salary Guide  
Schedule A-2**

**YEAR 2  
2010-2011**

**Long Hill Teacher**

<b>Step</b>	<b>BA</b>	<b>BA+30/MA</b>	<b>MA+30</b>
<b>1</b>	45,665	48,465	51,265
<b>2</b>	46,165	48,965	51,765
<b>3</b>	46,665	49,465	52,265
<b>4</b>	47,915	50,715	53,515
<b>5</b>	49,170	51,970	54,770
<b>6</b>	50,430	53,230	56,030
<b>7</b>	51,690	54,490	57,290
<b>8</b>	53,915	56,715	59,515
<b>9</b>	56,245	59,045	61,845
<b>10</b>	58,680	61,480	64,280
<b>11</b>	61,220	64,020	66,820
<b>12</b>	63,860	66,660	69,460
<b>13</b>	66,600	69,400	72,200
<b>14</b>	69,440	72,240	75,040
<b>15</b>	72,380	75,180	77,980
<b>16</b>	75,420	78,220	81,020
<b>17</b>	78,560	81,360	84,160
<b>18</b>	81,800	84,600	87,400

**Teachers' Salary Guide  
Schedule A-3**

**YEAR 3  
2011-2012**

**Long Hill Teacher**

<b>Step</b>	<b>BA</b>	<b>BA+30/MA</b>	<b>MA+30</b>
<b>1</b>	47,405	50,205	53,005
<b>2</b>	47,905	50,705	53,505
<b>3</b>	48,405	51,205	54,005
<b>4</b>	48,905	51,705	54,505
<b>5</b>	50,155	52,955	55,755
<b>6</b>	51,405	54,205	57,005
<b>7</b>	52,655	55,455	58,255
<b>8</b>	54,900	57,700	60,500
<b>9</b>	57,255	60,055	62,855
<b>10</b>	59,715	62,515	65,315
<b>11</b>	62,280	65,080	67,880
<b>12</b>	64,950	67,750	70,550
<b>13</b>	67,725	70,525	73,325
<b>14</b>	70,600	73,400	76,200
<b>15</b>	73,575	76,375	79,175
<b>16</b>	76,650	79,450	82,250
<b>17</b>	79,825	82,625	85,425
<b>18</b>	83,100	85,900	88,700

**Secretaries Salary Guide  
Schedule B-1**

**YEAR 1  
2009-2010**

*Long Hill Secretary*

<b>Step</b>	<b>Clerk</b>	<b>Assistant Secretary</b>	<b>Secretary</b>
<b>1</b>	26,540	31,340	39,350
<b>2</b>	27,290	32,090	40,100
<b>3</b>	28,040	32,840	40,850
<b>4</b>	28,790	33,590	41,600
<b>5</b>	29,540	34,340	42,350
<b>6</b>	30,290	35,090	43,100
<b>7</b>	31,040	35,840	43,850
<b>8</b>	31,790	36,590	44,600
<b>9</b>	32,685	37,485	45,495
<b>10</b>	33,595	38,395	46,405
<b>11</b>	34,515	39,315	47,325
<b>12</b>	35,445	40,245	48,845

**Secretaries' Salary Guide  
Schedule B-2**

**YEAR 2  
2010-2011**

*Long Hill Secretary*

<b>Step</b>	<b>Clerk</b>	<b>Assistant Secretary</b>	<b>Secretary</b>
<b>1</b>	28,460	33,260	41,300
<b>2</b>	29,210	34,010	42,050
<b>3</b>	29,960	34,760	42,800
<b>4</b>	30,710	35,510	43,550
<b>5</b>	31,460	36,260	44,300
<b>6</b>	32,210	37,010	45,050
<b>7</b>	32,960	37,760	45,800
<b>8</b>	33,710	38,510	46,550
<b>9</b>	34,460	39,260	47,300
<b>10</b>	35,365	40,165	48,205
<b>11</b>	36,285	41,085	49,125
<b>12</b>	37,215	42,015	50,615

**Secretaries' Salary Guide  
Schedule B-3**

**YEAR 3  
2011-2012**

*Long Hill Secretary*

<b>Step</b>	<b>Clerk</b>	<b>Assistant Secretary</b>	<b>Secretary</b>
<b>1</b>	30,255	35,055	43,110
<b>2</b>	31,005	35,805	43,860
<b>3</b>	31,755	36,555	44,610
<b>4</b>	32,505	37,305	45,360
<b>5</b>	33,255	38,055	46,110
<b>6</b>	34,005	38,805	46,860
<b>7</b>	34,755	39,555	47,610
<b>8</b>	35,505	40,305	48,360
<b>9</b>	36,255	41,055	49,110
<b>10</b>	37,005	41,805	49,860
<b>11</b>	37,925	42,725	50,780
<b>12</b>	38,855	43,655	52,255



**Teacher Assistants' Salary Guide  
Schedule D**

**Long Hill Assistants**

<b>Step</b>	<b>Base Year 2008-2009</b>	<b>Year 1 2009-2010</b>	<b>Year 2 2010-2011</b>	<b>Year 3 2011-2012</b>
<b>1</b>	27,343	28,511	29,678	30,868
<b>2</b>	27,693	28,861	30,028	31,218
<b>3</b>	28,043	29,211	30,378	31,568
<b>4</b>	28,393	29,561	30,728	31,918
<b>5</b>	28,743	29,911	31,078	32,268
<b>6</b>	29,093	30,261	31,428	32,618

IN WITNESS WHEREOF, the Board and the Association have caused this Agreement to be executed by their duly authorized officers and their corporate seals affixed, the day and year first above written.

ATTEST:

THE BOARD OF EDUCATION OF LONG  
HILL TOWNSHIP

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
President

ATTEST:

THE LONG HILL EDUCATION ASSOCIATION

Date: \_\_\_\_\_

\_\_\_\_\_  
President

### **Addendum**

1. Unit employees hired on or after November 25, 1997 must work a minimum of 22 hours a week average in order to be eligible for coverage under the health care coverage currently in effect.
2. All district employees who were employed prior to July 1, 1997, and continue to be employed, shall continue to be eligible for health care coverage if they work a minimum of 20 hours a week average, and they shall not be subject to the 22 hours a week average minimum requirement. These provisions shall remain in effect unless modified by the parties through future negotiations.
3. Employees Margaret Magee and Kathleen Gray, who were hired prior to the above mentioned date but after July 1, 1997, shall be eligible beginning on September 1, 1998 and continuing thereafter, for such health care coverage as is currently in effect, provided they work at least 20 hours a week average at that time. These provisions shall remain in effect unless modified by the parties through future negotiations.
4. The parties agree that the "grandfathered" employees group, as identified in paragraph 3 above, may be expanded by agreement of the parties or by successful litigation in which the Association proves eligibility (i.e., that the employee/s in question should actually have been credited with an average work week of at least 20 hours during the relevant time period).
5. The parties further agree that the work hours of Evans and Prager have previously been altered by the Board and that alteration was not implemented in retaliation for or in circumvention of the provisions of this agreement.
6. This agreement is contingent upon permission from New Jersey SHBP as to enrollment as to the employees in paragraphs 3 and 4.
7. The parties agree that the Board retains its right to effectuate a reduction in force involving any employee in accordance with their tenure, seniority, and contractual rights. The Association agrees that in that event, it will not claim retaliation by the Board with respect to the terms of this agreement.

March 27, 2000