

#1067

1998 - 2001 CONTRACT
BETWEEN THE
NORTHVALE BOARD OF
EDUCATION
AND THE
NORTHVALE EDUCATION
ASSOCIATION

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PREAMBLE

This agreement, entered into this 3rd day of September, 1998 by and between the Board of Education of Northvale, New Jersey, hereinafter called the "Board," and the Northvale Education Association, hereinafter called the "Association," shall be retroactive to July 1, 1998, and shall continue in full force and effect until a new agreement has been negotiated as hereinafter provided.

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated teachers, aides, secretaries, clerks, custodians, maintenance, lunchroom personnel, school psychologist and library aide, excluding all of the titles not mentioned herein.

B. Unless otherwise indicated, the term "employee" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined except for the benefits contained in Articles XI and XV which apply only to regular employees working 25 or more hours a week.

C. Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement, shall refer to all "certificated employees" represented by the Association in the negotiating unit as above defined.

D. Unless otherwise indicated, the term "administration" when used hereinafter in this agreement, shall refer to the Superintendent of Schools, Principals, Vice-Principals, and Administrators.

ARTICLE II - RIGHTS AND OBLIGATIONS OF THE BOARD AND THE ASSOCIATION

A. Any agreement negotiated shall apply to all employees, be reduced to writing, be adopted by the Board and the Association and be signed by the Board and the Association.

B. The Board shall provide the NEA with a copy of the minutes of each open public Board meeting.

C. The Board and the Association agree to enter into collective negotiations according to the timetable that shall be established by the Public Employment Relations Commission in accordance with Chapter 123, Public Laws 1974, NJSA 34: 13A-5.4(e). Any agreements so negotiated shall be reduced to writing, be signed by the Board and the Association and shall then become a binding agreement between the parties.

ARTICLE III - BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by language of laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, discharge or take other disciplinary action against employees; (c) to release 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; (f) to establish reasonable work rules; (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency; and, (h) the aforementioned rights and authority shall be limited by the terms of the contractual relationship between the Board and the Northvale Education Association, past practice and applicable law.

ARTICLE IV - ASSOCIATION AND MEMBER RIGHTS

A. The Association, a majority representative of public employees in an appropriate unit, shall be entitled to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to employee organization membership. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

B. Just Cause Provision - No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

ARTICLE V - GRIEVANCE PROCEDURE

The term "grievance" means a complaint by any employee, group of employees or the Northvale Education Association over the application, interpretation or violation of a policy, agreement or administrative decision affecting the terms and conditions of employment or said employee or group of employees.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenured employee. Neither shall the grievance

procedure be invoked by any individual claiming tenure under the provisions of NJSA 18A:28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, NJSA 18:A6-10 et seq. In such cases the procedure to be followed shall be that set forth in NJSA 18A:6-10 et seq.

In cases involving the withholding of increments pursuant to the provisions of NJSA 18A:29-14, an individual affected by such action shall have the right to invoke the grievance procedure through the hearing before the Board. From the final determination by the Board, the method of review shall be that set forth in NJSA 18A:29-14.

The term "employee" shall have the meaning as set forth in Article I - Recognition.

The term "representative" shall include any organization, agency, or person authorized or designated by the Association, or by the Board to act on its or their behalf and to represent it or them. The determination of the organization shall be as outlined in Chapter 123, Public Laws 1974; NJSA 34:13A-1; A-13.

The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible.

The term "party" means an aggrieved employee, the employee's immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

PURPOSE

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association.

PROCEDURE

Whenever the term "Superintendent" appears in the procedure, it shall mean the Superintendent or the Superintendent's designee.

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) school days of the occurrence complained of or within thirty (30) school days after the employee would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) school day period shall be deemed to constitute an abandonment of the grievance. Any employee shall have the right to have a representative at any level of the grievance procedure.

2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

3. In the event a grievance is filed as 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.

4. Level One

An employee shall first present the grievance in writing to the employee's immediate superior (supervisor or Principal). Where the immediate superior is below the rank of Principal, the Principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) school days of said hearing.

5. Level Two

If the grievance is not resolved to the employee's satisfaction within five (5) school days, or if no decision is forthcoming in five (5) school days of the above hearing, within five (5) school days from the determination referred to in Paragraph 4 above, the employee shall submit the grievance to the Superintendent of Schools in writing, specifying:

A. The nature of the grievance.

- B. The results of the previous discussion.
- C. The basis of the employee's dissatisfaction with the determination.
- D. The desired remedy.

A copy of the writing called for in Paragraph 5 above shall be furnished to the school principal, the immediate superior of the aggrieved employee and the Association.

6. Within ten (10) school days from the receipt of the written grievance, the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
7. Within ten (10) school days of said hearing, the Superintendent shall, in writing, advise the employee, association, and the employee's representative, if there be one, of the Superintendent's determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.
8. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraph 6 and 7 or, in the event a determination by the Superintendent in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) school days of the failure of the Superintendent to act, or within ten (10) school days of the determination by the Superintendent, may appeal to the Board of Education.
9. Where an appeal is taken to the Board, there shall be submitted by the employee the writing set forth in Paragraph 5, and a further statement in writing setting forth the employee's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent, the adverse party, and the Association.
10. If the employee, in an appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own conduct a hearing; or it may request the submission of additional written material.

Where additional written materials are requested by the Board, copies thereto shall be served upon the adverse parties who shall have the right to reply thereto. Where the employee requests, in writing, a hearing before the Board, a hearing shall be held.

11. The Board shall make a determination within twenty (20) school days from the receipt of the grievance and shall in writing notify the employee, the employee's representative (if there be one), the Principal, and the Superintendent of its determination.

12. In the event an employee is dissatisfied with the determination of the Board, the employee shall have the right to request that the Association submit the grievance to binding arbitration pursuant to rules and regulations established by Public Employment Relations Commission, under the Provisions of Chapter 123, Public Laws 1974.

The authority of the Arbitrator shall be subject to the following:

A. The Arbitrator shall have no authority to modify, add to, subtract from, or in any way whatsoever alter the terms and provisions of this Agreement.

B. The Arbitrator shall be bound by the decisions of the Commissioner of Education of the State of New Jersey, the decisions of the State Board of Education, the decisions of the courts of New Jersey, and all New Jersey Statutes.

C. The Arbitrator shall have no power to make any monetary award which shall require expenditures of funds not allocated in the budget.

13. A request for arbitration shall be made no later than twenty (20) school days following the determination of the Board. Failure to file within the said time period shall constitute a bar to such arbitration unless the Association and the Board shall mutually agree upon a longer period of time within which to assert such a demand.

14. In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the Association. Each of the parties shall bear its own costs.

15. In any case, where a grievance is based upon the direct order, ruling, or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within fifteen (15) school days of the issuance of said order, ruling or directive, or within fifteen (15) days of the time when same has been brought to the employee's attention, by filing with the Secretary of the Board a written statement setting forth:

- A. The order, ruling or determination complained of.
- B. The basis of the complaint.
- C. A request for a hearing if a hearing is desired.

A copy of the writing set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee. Upon receipt of a grievance filed under the provisions of Paragraph 15 the procedure shall be set forth in Paragraphs 10 and 11.

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

18. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

19. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distributions so as to facilitate operation of the grievance procedure.

20. All meetings and hearings under this procedure shall reflect the mandates of the Open Public Meeting Act regarding the public's right to know Chapter 231, Public Laws 1975.

ARTICLE VI - CLASS COVERAGE

A. Whenever a teacher shall be assigned to cover a class, the teacher shall be paid at the rate listed in schedule B per period of coverage.

B. Assignment of teachers to class coverages shall be done on an equitable, rotational basis. Teachers shall be allowed to volunteer for more frequent coverages.

ARTICLE VII - CONTRACTS

A. An individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration shall be controlling.

B. Salary statements will be offered to employees by April 30th. If negotiations have not been concluded, the salary will be as determined upon completion of negotiations. Contracts will be offered to non-tenured employees by April 30th. Failure by the Board to present a contract to a non-tenured employee by April 30th will be construed as an offer of a contract pursuant to NJSA 18A:27-10.

C. Non-tenured employees must notify the Board of acceptance of contract by June 1. Failure to notify the Board will be construed as refusal of contract.

ARTICLE VIII - TRANSPORTATION OF STUDENTS

No employee shall be required to transport students in the employee's own automobile. If an employee elects to transport students in the employee's auto, written administrative approval is required.

ARTICLE IX - AGENCY FEE

A. Purpose of Fee

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

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his/her employment in a bargaining unit position.

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association.

E. Mechanics

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

ARTICLE X - SALARIES AND OTHER COMPENSATION

A. The salary guide for teachers is set forth in Schedule A and by this reference made part of this Agreement for the period of July 1, 1998, to June 30, 2001. The first paycheck will be given to staff during the first week in September that school is in session.

B. Tuition

Upon written request and prior approval of the Superintendent, the Board will reimburse teachers up to a maximum of six hundred dollars (\$600.00) per year for tuition costs. Should the administration disapprove any request, it shall do so in writing given reasons for such action.

The Board shall establish a fund of four thousand five hundred dollars (\$4,500.00) for tuition reimbursement which, if not expended, will be proportionally distributed among staff whose tuition expenses exceeded reimbursement, based on credits earned.

Reimbursement for successfully completed, approved courses (except that there shall be no remuneration for in-service credit courses) shall be made upon presentation of a receipt from the College or University and proof of satisfactory completion of the course.

C. Salary Placement

1. The salary guide for teachers is set forth in Schedule A and by this reference made part of this Agreement for the period of July 1, 1998, to June 30, 2001. A teacher who serves a year as a mentee in order to achieve certification as a teacher shall not be granted movement to the next step on the salary guide for the mentoring year. The first paycheck will be given to staff during the first week in September that school is in session.
2. Teachers who complete an advanced degree or a designated number of graduate credit hours shall, upon presentation of evidence (transcript) of reaching a new step on the degree guide, receive the salary prescribed for

that step as of September 1st, if evidence is presented not later than October 31st, or as of February 1st, if evidence is presented not later than March 31st.

3. To be considered for movement based upon completion of an advanced degree or a designated number of graduate hours, a teacher must indicate in writing to the district by January 1st that he/she will be applying for this benefit during the school year commencing the following September.

D. In-Service credits shall be accepted as follows:

BA	None	Degree from accredited College or University.
BA+16	4	BA degree plus 12 graduate credits required.
MA	None	Degree from accredited College or University.
MA+16	4	MA degree plus 12 graduate credits required.
MA+32	14	MA degree plus 18 graduate credits required.

Graduate and in-service credits approved prior to July 1, 1998, shall remain in effect.

E. Mileage Payment

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the allowable IRS rate.

F. Extra - Curricular Compensation

Teachers performing extracurricular duties shall be compensated in accordance with Schedule B. Athletic extracurricular activities shall be posted with the number of games shown at the time of posting. The number of games shall be twelve (12) for basketball, soccer and volleyball, plus participation in the NVRHS tournaments.

G. Compensation - Custodians

1. All custodians employed during the 1998-99 school year shall receive a 10.0% increase in salary retroactive to July 1, 1998.
2. Effective July 1, 1999, custodians shall receive a 3.65% increase in salary for the 1999-2000 school year.
3. Effective July 1, 2000, custodians shall receive a 3.75% increase in salary for the 2000-2001 school year.
4. Custodian/bus drivers shall receive an annual salary differential of \$1,500.

H. Compensation - Secretaries and Clerk/Typists

1. All secretaries and clerk/typists employed during the 1998-99 school year shall receive a 3.65% increase in salary retroactive to July 1, 1998.
2. Effective July 1, 1999, secretaries/clerk typists shall receive a 3.65% increase for the 1999-00 school year.
3. Effective July 1, 2000, secretaries/clerk typists shall receive a 3.75% increase for the 2000-2001 school year.
4. Temporary secretarial help, which may be employed during the summer months or for up to one (1) month during the regular school year, shall be compensated at the minimum rate equal to the Federal minimum hourly wage.

I. Compensation - Aides

All aides employed by the Northvale Schools shall be compensated at the following rates:

Instructional Aides	- 1998-1999 = \$ *21,784
	- 1999-2000 = \$ *22,579
	- 2000-2001 = \$ *23,426
Library Aides	- 1998-1999 = \$19,000
	- 1999-2000 = \$19,694
	- 2000-2001 = \$20,433

*+Two hundred dollars (\$200.00) for NJ Teacher certification (in addition to above salaries).

J. Compensation - Unused Sick Leave

Upon termination from employment in Northvale, employees will receive reimbursement of accumulated, unused personal illness days if either of the following conditions exist:

1. The employee has served for 15 or more years in Northvale and is retiring.
2. The employee is at least 55 years of age, has been employed in Northvale for 15 or more years and is offered a contract that is less than his/her previous contract.

The rate for such reimbursement will be determined by the following table. The rate will be applied to all days that are accumulated.

Number of days			Rate
1	-	50	\$35.00
51	-	100	\$40.00
101	-	150	\$45.00
151	-	200	\$50.00

Example: An employee with sixty (60) days accumulated would receive 60 times \$40.00 which is \$2,400.00.

Said payment will be made within one hundred twenty (120) days of termination. At the option of the employee, one half of the payment may be postponed until after January 1st of the following year.

Unused sick leave will be paid to his/her estate upon the death of an employee after twenty-five (25) years of service.

K. Compensation - Overnight Field Trips

Teachers shall be compensated at the rate of \$75 per night for overnight field trips. Payments shall be received by the teacher within thirty (30) days of their completion of the trip. All assignments for overnight field trips shall be on a voluntary basis.

L. Compensation - Chairperson of the Child Study Team

The Chairperson of the Child Study Team shall be paid from the salary guide plus a stipend in accordance with schedule B.

M. Compensation for Work on Non-School Days

Employees who agree to work in school or attend meetings, workshops, or conferences on days that their attendance is not scheduled, shall be compensated at the rate of \$75 per day. At the Board's discretion, an additional personal day or compensatory time may be offered in lieu of pay.

Employees have the right to voluntarily perform above functions without compensation, however, the voluntary nature and expectation of no compensation must be clearly expressed in the planning of said service.

N. Longevity 1

For all teachers who were on step 16 during the 1997-1998 school year, a longevity increment of \$1,000 shall be added to the teacher's salary guide amount in the 1998-1999 school year. Beginning in the 1999-2000 school year, a longevity increment of \$1,000 shall be added to a teacher's salary guide amount after completing at least one year on step 17. Said increment is to be deemed part of the employee's contractual base pay for pension calculations.

O. Longevity 2

Beginning on July 1, 2000, a longevity increment of \$500 will be added to the salary guide (plus Longevity 1) amount on the month after the teacher's completion of 20 years of service in the Northvale School District. Said increment is to be deemed part of the employee's contractual base pay for pension calculations.

P. Longevity 3

A longevity increment of \$500 will be added to the salary guide (plus Longevity 1 and 2, if applicable) amount on the month after the teacher's completion of 22 years of service in the Northvale School District. Said increment is to be deemed part of the employee's contractual base pay for pension calculations.

ARTICLE XI - LEAVES OF ABSENCE

A. Personal Illness

All employees shall be allowed sick leave with full pay for twelve (12) days in any school year in accordance with NJSA 18A.

Furthermore, if any such employee requires, in any school year, less than the specified number of days of sick leave with pay allowed, all days of such sick leave not utilized that year shall be accumulated, to be used in accordance with NJSA 18A. In defining the term personal illness, the wording of NJSA 18A:30-1 shall apply.

The Board of Education shall grant an extended personal illness leave without pay for a period not to exceed one year, subject however, to the provisions hereinafter set forth, to any teacher upon request and subject to the following stipulations and limitations.

1. An employee's physical condition or capacity renders said employee incapable of performing assigned duties, which shall be deemed to exist if:
 - a. The employee produces a physician's certificate that said employee is medically unable to perform his/her duties, or
 - b. The employee presents other evidence of incapability satisfactory to the Board.
2. Any action taken by the Board in connection with either the granting of an extended leave of absence for personal illness or for an extension thereof shall in all events be governed by the provisions of NJSA 18A:30-1 et seq.
3. Wherever possible an employee applying for an extended leave shall be required to do so thirty (30) calendar days prior to the time when the leave shall commence. Said application shall set forth the date when the employee desires the leave to commence, the reasons for such leave together with the information called for in Paragraph A above.

The Board shall have the power to extend any such leave for medical reasons provided application for an extension shall be made in writing to the Board by the employee. Such leave shall not be for a period exceeding one (1) year unless the Board for good cause shown, in its sole and unlimited discretion, shall extend same for an additional period not to exceed one (1) year. In no event shall a total personal leave run for a period in excess of two (2) years.

Prior to the resumption of duties by an employee who has been granted an extended sick leave for physical reasons, the Board may require such employee to produce a certificate by the treating physician certifying that said employee is able to resume his/her duties. In no event shall an employee who has been out on an extended personal leave for physical reasons be permitted to resume his/her duties without the approval of the medical officer of the Board of Education.

4. Nothing contained in this provision shall be deemed to constitute a guarantee that upon return to the system from an extended personal leave for physical reasons, an employee will be returned to the same position occupied at the time of the commencement of said leave. The Board shall have the right to reinstate the employee in the position formerly occupied or in any other position within the certification of the employee.
5. Nothing contained in this Article shall be deemed to impose any obligation on the part of the Board to continue the employment of a non-tenured employee beyond the contract year. In no event shall a period of time spent in leave be counted towards tenure.
6. Where an employee has been granted an extended personal leave for physical reasons, upon return to the system, said employee will be placed upon the next step of the guide provided that said employee worked more than ninety (90) days during the year when the leave commenced. In the event an employee has worked less than ninety (90) days during the year when said leave commenced, said employee shall not be permitted to advance to the next step of the salary guide upon completion of the leave and return to the Northvale School System.

B. Personal Business

A ten (10) month employee will be allowed up to three (3) days for personal leave with pay. A twelve (12) month employee will be allowed up to four (4) days for personal leave with pay. Any portion of said personal leave days may be used for observance of religious holidays. Notification for a personal day should normally be given to the respective administrator at least one (1) week in advance. Normally, a personal day will not be granted on either the day preceding or following a scheduled school closing. The administration reserves the right to request an acceptable reason for a personal day on either a Monday or a Friday. Unused personal leave days will be credited as sick leave days.

C. Death in the Family

In case of death of a parent, brother and spouse, sister and spouse, husband, wife, child and spouse, grandparents, or other relative in the immediate family residing in the household, or his or her spouse's parent, an employee shall be entitled to three (3) school days without loss of pay. In case of a death of other in-laws, they shall be entitled to one (1) day without loss of pay. Further leave for bereavement may be granted, at the discretion of the administration, for no longer than five (5) additional days without loss of pay.

D. Court Order

In case of absence from school by reason of subpoena by a court, jury duty, or by law, no deduction shall be made. In case of jury duty the amount paid for jury duty will be deducted from the salary.

E. Pregnancy/Child Care Leave

1. Pregnant employees shall be entitled to disability leave for the presumptive period of disability which is 30 days prior to and 30 days subsequent to the date of delivery. The written request to the Board must include a physician's note that indicates the anticipated delivery date. The disability leave will be treated the same as all other types of disability leaves. A teacher who seeks disability leave due to pregnancy must request such a leave in writing to the Board. The request must be made sixty (60) days prior to the anticipated date of delivery. The disability leave may be extended upon written request to the Board. Such a request must be supported by a physician's note. No employee shall be prevented from working rather than taking disability leave provided she can demonstrate that she is physically fit to perform her duties.
2. The Board may remove any pregnant employee from her duties who has not chosen to take disability leave, to be placed on medical leave, on any one of the following bases:
 - a. Her performance substantially declines from the period preceding pregnancy.
 - b. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:
 - i. The pregnant employee fails to produce a physician's certificate that she is medically able to continue her duties, or
 - ii. The Board's physician concludes she is unable to continue teaching, or
 - iii. In the event that a conflict of opinion exists between the Board's physician and the employee's physician as to her capability to perform her assigned duties, a mutually agreed upon third physician's opinion shall be sought. The opinion of said third physician shall be binding on both parties. The cost of the third physician's examination and opinion shall be borne by the Board of Education.
 - c. Any other just cause that is found to exist in NJSA 18A.
3. All employees shall be entitled to family leave to care for a newborn or newly adopted child in accordance with the applicable state and federal acts.
4. The Board shall grant child care leave which is in addition to any disability and family leave to employees covered by this agreement provided the procedure outlined below is followed.
5. Any employee seeking child care leave shall apply to the Board sixty (60) calendar days prior to the beginning of leave. At the time of application the employee shall specify in writing the date on which he/she wishes to commence leave and the approximate date on which he/she wishes to return to work. Should there be a request for commencement of leave before November 1st, said leave shall be granted effective the first day of classes in September of that school year. Should there be a request for return from child care leave effective after May 1st, such return shall be effective the first day of the following school year.
6. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The child care leave period shall not be counted for tenure purposes.
7. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step if he/she has worked more than ninety (90) days during the

academic calendar year. The presumptive period of disability shall not count toward the 90 days. Working of ninety (90) days or less shall result in no advancement on the established salary guide. The employee's salary shall be determined on the established salary guide in the negotiated contract between the Northvale Education Association and the Northvale Board of Education.

8. Employees may apply for and be granted, at the Board's discretion, additional child care leave, not to exceed a total of three school years. The first year shall follow the procedure in section E.5 of this article. Each additional school year must be applied for by the end of February of the calendar year in which the leave is being requested.

F. General Leave

A leave of absence without pay of up to two (2) years shall be granted to any tenured employee who joins the Peace Corps, VISTA, National Teacher Corps or serves as an exchange teacher or overseas teacher and is a full time participant in either of such programs or doctoral studies or accepts a Fulbright Scholarship.

G. Military Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

H. Leave for Educational Pursuits and other Personal Reasons

Educational Leave:

The Board may grant a one (1) year leave of absence for the pursuit of advanced education, without pay, to any tenured employee who completed five (5) or more years of continuous full time service in the Northvale Public Schools. Application for such leave shall be made on or before January 1 of any year, the form of such application to be established by the Superintendent.

Other Leave:

The Board may grant a one (1) year leave of absence for other personal reasons whenever such action is deemed by the Board to be in the best interests of the district.

Limitations (applicable to both of the above leaves):

If approved by the Board, such leave shall officially commence at the beginning of the school year immediately following said Board approval. Tenure rights shall not be impaired, but the period of leave shall not count as regular service for the purpose of retirement planning. All benefits shall be suspended during the period of leave. An employee shall not be granted credit for such leave toward movement to the next step of the salary schedule, seniority, pension or related areas. If a teacher completes the requirements for lateral movement on the salary schedule (e.g. BA to BA+16), said teacher shall be granted such lateral movement.

I. Extended Personal Leave for Illness in the Family

Whenever an illness occurs involving a member of the immediate family of an employee, the employee may apply for an extended personal leave without pay based upon the illness of said family member upon condition, however, that said employee shall present to the Board evidence setting forth the physical incapacity of the family member which evidence shall be in the form set forth in Paragraph A of the Extended Personal Leave Policy. All other provisions and conditions of said policy shall be in force and followed when a request for personal leave for illness in the immediate family is requested.

The term "immediate family" as used herein shall be limited to a spouse, father, mother or child of said employee. The Board will also consider application for extended personal leave for illness in the family for all other family members not included in the aforementioned definition pursuant to the general terms of this policy.

ARTICLE XII - TEACHER HOURS AND TEACHING LOAD

A. 1. Generally, the teacher's work day shall begin at 8:30 AM. Dismissal time for teachers shall be 3:30 PM except for the following situations:

- The latest time that a teacher shall be required to stay at a Monday faculty meeting is 3:50 PM.
- Teachers shall be allowed to leave at the same time as the students on Fridays and any day before a scheduled school closing.

- Teachers shall be allowed to leave at 3:15 PM on days (Tuesday, Wednesday, and/or Thursday) when the additional 15 minutes is scheduled to be used for a teaching/learning event during another day that week which will require 45 minutes. For example, a teacher may attend a meeting with other teachers on Thursday for 45 minutes after school, allowing her/him to leave school at 3:15 PM on Tuesday and Wednesday.
- Teachers with time conflicts for courses, medical treatments, etc. may schedule the additional 45 minutes on one day, allowing them to leave at 3:15 PM on the other two days.
- Teachers who are presented with a request to meet with a parent before 8:30 AM shall count that time as part of the additional 45 minutes.
- Teachers seeking any alternative to the 3:30 PM dismissal time will submit a request form to the Principal for approval at least one day prior to the proposed adjustment. This time notice can be waived for urgent situations. If the Principal is not available, the Superintendent will handle requests.

2. Assignment to Duties

Playground and Bus Duty shall only be assigned to teachers who do not have homeroom responsibilities. Assignments shall be made on an equitable, rotational basis.

B. Meetings

1. 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 not to exceed three (3) per month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes. Except in cases of an emergency involving the health and safety of students and teachers, if additional time is needed, students shall be dismissed early. The third Monday of every school month will be set aside for an Association meeting.

2. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school except in cases of emergency.

3. An Association representative may speak to the teachers during any meeting referred to in paragraph 1 above for no more than fifteen (15) minutes on the request of the representative.

4. The notice and agenda for any meeting shall be given to the teachers involved at least two (2) days prior to the meeting whenever possible, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

5. Teachers may be required to attend no more than one (1) afternoon and four (4) evening assignments or meetings each school year without additional compensation.

6.
 - a. The number of grade level conference days shall be one (1) per year.
 - b. The date for such meetings shall be established by the Superintendent in consultation with the Association.
 - c. On the day of such a meeting, four-hour sessions for students shall be held.
 - d. Meetings will begin at 1:35 p.m. and may terminate at 3:05 p.m.
 - e. Attendance is required of all teaching staff members unless excused by the Superintendent.
 - f. The administration shall be provided the opportunity to suggest agenda items for such meetings as well as the opportunity to participate.

C. Whenever any representative of the Association or any teacher is required to participate during working hours in negotiations, grievance proceedings, conferences or meetings called by the Board, Principal or Superintendent, said representative or teacher shall suffer no loss in pay.

D. Before the adoption of the calendar for the following school year the Board shall consider any recommendations of the Association. Where changes in the calendar become necessary because of emergency conditions, the Association shall be notified as soon as practicable, of said changes.

E. No teacher or instructional employee will be assigned to regularly scheduled lunchroom duty. Should it become necessary for such personnel to be assigned to such duty on an emergency basis, such assignment will be on a voluntary basis only. (This provision shall be enforceable to the extent permitted by law.)

F. Any teacher assigned to lunchroom duty shall be paid at the lunchroom supervisor's per diem rate or have the equivalent amount of time deducted from their teaching load.

G. The number of year end 1:00 p.m. closing days shall be three (3) per year.

H. The day before Thanksgiving will be a 1:00 p.m. closing and teaching staff may leave at that time.

I. Planning Periods

All full-time teachers shall have five (5) planning periods per week built into their schedules. These planning periods will be scheduled one per day whenever possible. The use of planning periods will be at the discretion of the teacher unless an unanticipated emergency requires that the administration redirect the use of a planning period. Class coverage payment will apply whenever a teacher's planning period is redirected.

J. Beginning with the 2000-2001 school year, teachers shall be required to work 183 days [180 student days plus 3]. The additional three days shall be scheduled as follows: one before the first student day; one after the last student day; and one during the school year for the purpose of in-service that will count toward the 100 hour mandate on professional development.

ARTICLE XIII - TEACHER ASSIGNMENTS AND VACANCIES

A. Notification

1. All teachers shall be given written notice of their class and/or subject assignment by June 1st.

2. In the event that changes in class and/or subject assignment are proposed after June 1st, the teacher shall be notified as promptly as possible in writing.

3. A teacher who comes to school to relocate his or her classroom prior to the beginning of the school year will be compensated for one day at the substitute rate of pay.

4. In assigning of staff to extracurricular and co-curricular activities, the following steps will be followed:

a. Advertise all positions annually.

b. Select from staff by June 15 of the year prior to the activity.

c. If no voluntary candidate is found on staff, advertise in at least three (3) newspapers for two weeks.

B. Vacancies

All vacancies shall be posted. Said posting shall provide adequate information and time for interested employees to apply for said vacancies.

ARTICLE XIV - SUPPORT STAFF - WORK RULES

A. Custodians

1. Work Week

The regular work week shall be forty (40) hours. All hours over forty (40) in any week shall be paid at the following rate:

Weekdays One and one half (1 1/2) times basic hourly rate

Saturdays One and one half (1 1/2) times basic hourly rate

Sundays Two (2) times basic hourly rate

For purposes of determining overtime, all holidays, sick leave and other leave days shall count as regular work days.

2. Call Back

An employee who has worked the normal eight (8) hour schedule work day and has left and is required to return for an assignment shall be guaranteed at least three hours work and shall be paid at time and one half his/her straight time rate for all time worked. (Excludes snow removal outside normal work day.)

3. Snow Removal

When a custodian is required to shovel snow outside the normal work day he/she shall be paid at the proper hourly overtime rate for all hours spent at snow removal.

4. Rest Periods

Each custodian shall be allowed a fifteen (15) minute rest period during the first four hours of his/her shift and a second fifteen (15) minute rest period during the second four hours of his/her shift.

5. Uniforms and Shoes

The Board shall provide each custodian with three (3) sets of uniforms each year and either one (1) pair of work shoes or up to \$100 towards the purchase of work shoes upon presentation of a receipt. The Board shall also provide foul weather gear where necessary. Said gear to be kept in the building.

6. Vacations

Each employee shall be entitled to the following vacation with pay according to the following schedule:

One (1) - Five (5) years = Two (2) weeks

Six (6) - Fourteen (14) years = Three (3) weeks

Fifteen (15+) years = Four (4) weeks

7. Holidays

Each custodian shall receive twelve (12) holidays each year. The list of these holidays shall be mutually agreed to prior to the beginning of the contract year and listed in each work station, with a copy to each employee.

8. Just Cause

Tenure shall not apply to custodial personnel, however, no employee shall be disciplined, or reduced in rank or compensation without just cause and due process.

9. Change of Shift

Any custodian ordered to temporarily change shift shall receive a twenty dollar (\$20.00) bonus for each day in the different shift.

B. Secretaries/Clerk Typists

1. The regular work week shall be thirty-two and one-half (32 1/2) hours. All hours over thirty-two and one-half

(32 1/2), but less than forty (40) shall be compensated at the basic hourly rate. All hours over forty (40) shall be compensated at one and a half (1 1/2) times the basic hourly rate, Sundays and Holidays shall be compensated at two (2) times the basic hourly rate.

2. Ten (10) month secretaries/clerk typists shall report for work on September 1st and leave on June 30th. Ten (10) month secretaries/clerk typists shall observe all holidays on the school calendar.

3. Twelve (12) month secretaries shall work from 8:00 a.m. until 4:00 p.m. with one hour duty free lunch. Twelve (12) month secretaries shall receive the same benefits and vacation time as twelve (12) month custodians except that the 12 month secretaries shall also be off during either the Holiday recess or Winter recess as decided by the school business administrator.

ARTICLE XV - HEALTH AND INSURANCE BENEFITS

A. Health Insurance

The Board of Education shall pay the full premium for health care insurance protection for all employees employed by the Board and for family or other dependents of said employees, where applicable. The health care insurance protection shall be the combined Blue Cross/Blue Shield (including Rider-J) and Prudential Major Medical Insurance encompassing all the provisions under the New Jersey State Health Benefits Plan.

B. The Board of Education shall pay the full premium for the mutually agreed to dental plan for each employee and, where appropriate, for his/her dependents.

C. The Board of Education shall pay the full premium for a mutually agreed to prescription plan for each employee and, where applicable, for his/her dependents. Retired personnel shall have the option of being included in the district's prescription plan at their own expense. Such cost (for retired employees) to be determined in a manner which will create no additional cost to the district.

- D. The Board shall continue health insurance coverage for any employee when his/her sick leave is exhausted.
- E. The Board of Education will fund an Employee Assistance Plan through the Center for Effective Living which will cover all employees.
- F. Teachers serving their mentoring year shall have the state required fee deducted through automatic payroll deductions. Teachers serving as mentors shall receive their payment from the Board.
- G. The Board of Education shall provide for voluntary flu shots. All costs shall be paid by the Board. All employees shall be eligible to participate in the flu shot program.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Reproduction of this Agreement

The cost of reproducing this agreement shall be borne equally by both parties.

C. Children of teaching staff may attend the Northvale Public Schools on a tuition free basis. Other personnel contracted for extracurricular activities may apply to the Board for this benefit. The Board will make its decision based on what is in the best interests of the district.

D. The Board will provide for private phoning of parents in a way to be determined by both parties.

E. Closure

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, whether or not within the contemplation of either or both of the parties at the time they negotiated. The above proposed accommodations are subject to final approval by the negotiating teams for both parties, and the final formal ratification by both the majority of the Board of Education and the Northvale Education Association of the total contract.

ARTICLE XVII - DURATION OF AGREEMENT

This Agreement shall be effective retroactively to July 1, 1998, and shall continue in effect until June 30, 2001, or until a subsequent Successor Agreement has been negotiated. Negotiations for a Successor Agreement shall begin not later than December, 2000.

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested to by its Secretary on this 3rd day of September, 1998.

NORTHVALE EDUCATION ASSOCIATION

NORTHVALE BOARD OF EDUCATION

Phil Lomonico
President - Phil Lomonico

Debra Lent
President - Debra Lent

Barbara Cillie
Secretary - Barbara Cillie

Richard M. Yates
Secretary - Richard Yates

1998-1999		Schedule A			Northvale Public Schools		
Step	B.A.	B.A. +16	B.A. +32	M.A.	M.A. +16	M.A. +32	
1	\$31,557	\$32,765	\$33,946	\$35,200	\$36,674	\$38,210	
2	\$33,281	\$34,639	\$35,972	\$37,372	\$38,939	\$40,564	
3	\$35,004	\$36,513	\$37,998	\$39,545	\$41,204	\$42,918	
4	\$36,728	\$38,387	\$40,024	\$41,717	\$43,469	\$45,272	
5	\$38,452	\$40,261	\$42,050	\$43,890	\$45,734	\$47,626	
6	\$40,175	\$42,136	\$44,075	\$46,062	\$47,999	\$49,980	
7	\$41,899	\$44,009	\$46,101	\$48,235	\$50,265	\$52,333	
8	\$43,623	\$45,884	\$48,127	\$50,408	\$52,530	\$54,688	
9	\$45,346	\$47,758	\$50,153	\$52,580	\$54,795	\$57,041	
10	\$47,070	\$49,632	\$52,179	\$54,753	\$57,060	\$59,395	
11	\$48,793	\$51,506	\$54,205	\$56,925	\$59,325	\$61,749	
12	\$50,517	\$53,380	\$56,231	\$59,098	\$61,590	\$64,103	
13	\$52,241	\$55,254	\$58,257	\$61,270	\$63,856	\$66,457	
14	\$53,964	\$57,128	\$60,283	\$63,443	\$66,121	\$68,811	
15	\$55,688	\$59,002	\$62,309	\$65,616	\$68,386	\$71,165	
16	\$57,412	\$60,877	\$64,335	\$67,788	\$70,651	\$73,519	
17	\$59,136	\$62,751	\$66,361	\$69,961	\$72,916	\$75,872	
1999-2000							
Step	B.A.	B.A. +16	B.A. +32	M.A.	M.A. +16	M.A. +32	
1	\$32,078	\$33,305	\$34,506	\$35,781	\$37,279	\$38,841	
2	\$33,830	\$35,210	\$36,565	\$37,989	\$39,581	\$41,233	
3	\$35,582	\$37,115	\$38,625	\$40,198	\$41,884	\$43,626	
4	\$37,334	\$39,021	\$40,684	\$42,406	\$44,186	\$46,019	
5	\$39,086	\$40,926	\$42,744	\$44,614	\$46,489	\$48,412	
6	\$40,838	\$42,831	\$44,803	\$46,823	\$48,791	\$50,804	
7	\$42,590	\$44,736	\$46,862	\$49,031	\$51,094	\$53,197	
8	\$44,342	\$46,641	\$48,921	\$51,239	\$53,397	\$55,590	
9	\$46,094	\$48,546	\$50,981	\$53,448	\$55,699	\$57,983	
10	\$47,846	\$50,451	\$53,040	\$55,656	\$58,002	\$60,375	
11	\$49,599	\$52,356	\$55,100	\$57,865	\$60,304	\$62,768	
12	\$51,351	\$54,261	\$57,159	\$60,073	\$62,607	\$65,161	
13	\$53,103	\$56,166	\$59,218	\$62,281	\$64,909	\$67,554	
14	\$54,854	\$58,071	\$61,277	\$64,490	\$67,212	\$69,946	
15	\$56,607	\$59,976	\$63,337	\$66,698	\$69,514	\$72,339	
16	\$58,359	\$61,881	\$65,396	\$68,907	\$71,817	\$74,732	
17	\$60,111	\$63,786	\$67,456	\$71,115	\$74,119	\$77,124	
2000-2001							
Step	B.A.	B.A. +16	B.A. +32	M.A.	M.A. +16	M.A. +32	
1	\$32,620	\$33,868	\$35,089	\$36,386	\$37,909	\$39,497	
2	\$34,402	\$35,806	\$37,184	\$38,631	\$40,251	\$41,931	
3	\$36,184	\$37,743	\$39,278	\$40,877	\$42,592	\$44,364	
4	\$37,965	\$39,680	\$41,372	\$43,123	\$44,934	\$46,797	
5	\$39,747	\$41,618	\$43,466	\$45,369	\$47,275	\$49,230	
6	\$41,529	\$43,555	\$45,560	\$47,614	\$49,617	\$51,663	
7	\$43,310	\$45,492	\$47,654	\$49,860	\$51,958	\$54,097	
8	\$45,092	\$47,429	\$49,749	\$52,106	\$54,299	\$56,530	
9	\$46,874	\$49,367	\$51,843	\$54,352	\$56,641	\$58,963	
10	\$48,656	\$51,304	\$53,937	\$56,597	\$58,982	\$61,396	
11	\$50,437	\$53,241	\$56,031	\$58,843	\$61,324	\$63,829	
12	\$52,219	\$55,179	\$58,125	\$61,089	\$63,665	\$66,263	
13	\$54,001	\$57,116	\$60,219	\$63,335	\$66,007	\$68,696	
14	\$55,782	\$59,053	\$62,314	\$65,580	\$68,348	\$71,129	
15	\$57,564	\$60,990	\$64,408	\$67,826	\$70,690	\$73,562	
16	\$59,346	\$62,927	\$66,502	\$70,072	\$73,031	\$75,995	
17	\$61,128	\$64,865	\$68,596	\$72,318	\$75,373	\$78,429	

After staying on step 17 for one year, add \$1,000 to the above

At beginning of 20th consecutive year in Northvale, add \$500 to above (starting 9/1/2000)

At beginning of 23rd consecutive year in Northvale, add \$500 to above

SCHEDULE B

EXTRACURRICULAR ASSIGNMENT STIPEND SCHEDULE

Calculated by the rates of ----->		\$34.51	\$35.77	\$37.11
Position	Factor	Stipend (98-99)	Stipend (99-00)	Stipend (00-01)
Basketball Coach	60	\$2,071	\$2,146	\$2,227
Soccer Coach	60	\$2,071	\$2,146	\$2,227
Intramural Coordinator	65	\$2,243	\$2,325	\$2,412
Volleyball Coach	50	\$1,726	\$1,789	\$1,856
Cheerleading Coach	60	\$2,071	\$2,146	\$2,227
Track Coach (inc. Spring)	50	\$1,726	\$1,789	\$1,856
Spring Track Coach	35	\$1,208	\$1,252	\$1,299
Art Club Advisor	35	\$1,208	\$1,252	\$1,299
Computer Club Advisor	35	\$1,208	\$1,252	\$1,299
Newspaper Advisor	35	\$1,208	\$1,252	\$1,299
Literary Magazine Advisor	35	\$1,208	\$1,252	\$1,299
International Club Advisor	35	\$1,208	\$1,252	\$1,299
Drama Director	60	\$2,071	\$2,146	\$2,227
Rocketry Club Advisor	12	\$414	\$429	\$445
Student Council Advisor	40	\$1,380	\$1,431	\$1,484
Yearbook Advisor	50	\$1,726	\$1,789	\$1,856
Choir (when not part of sched.)	120	\$4,141	\$4,292	\$4,453

Add to the above the following increases:

+ 5% in the second consecutive year

+10% in the third (or more) consecutive year

COCURRICULAR ASSIGNMENT STIPEND SCHEDULE

Position	Factor	Stipend (98-99)	Stipend (99-00)	Stipend (00-01)
Student Activities Advisor	110	\$3,632	\$3,765	\$3,906
Home Instruction (hourly)	1	\$38.50	\$39.91	\$41.40
Lunchroom Supervisor	0.5	\$19.69	\$20.41	\$21.17
Planning Period Coverage	0.75	\$22.66	\$23.49	\$24.37
Motor Skills (Summer School)	60	\$2,323	\$2,408	\$2,498
BSIP (Summer School)	70	\$2,555	\$2,648	\$2,748
Chairperson of CST		\$1,643	\$1,703	\$1,767
Field Trip (per night)		\$75	\$75	\$75