

CARLSTADT-EAST RUTHERFORD  
REGIONAL BOARD OF EDUCATION

with

BECTON EDUCATION ASSOCIATION

~~THREE (3)~~ One (1) YEAR AGREEMENT THE FOR SCHOOL YEARS

~~2011-2012-~~

~~2012-2013~~

~~2013-2014~~ 2014-2015

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**PREAMBLE**

This AGREEMENT effective the First Day of ~~July~~ October, 2011 ~~2014~~, by and between the Carlstadt-East Rutherford Regional Board of Education of the Boroughs of Carlstadt and East Rutherford, County of Bergen, State of New Jersey, hereinafter called the "Board" and the Becton Education Association, hereinafter called the "Association".

**WITNESSETH:**

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education and services for the children of the Carlstadt-East Rutherford Regional High School District is their mutual aim and that the character of such education depends predominately upon the quality and morals of the employees, and

**WHEREAS**, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

**WHEREAS**, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the Representative of employees hereinafter designed with respect to the terms and conditions of employment, and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in the AGREEMENT.

In consideration of the following mutual covenants, **IT IS HEREBY AGREED** as follows:

**ARTICLE I**

**RECOGNITION**

1. The Board hereby recognizes the Association as exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified and non-certified personnel, whether under contract, on leave, or employed by the Board including:

Attendance Officer	Department Chairpersons	Classroom Teachers
Clerk Typists	Guidance Counselors	Nurse
Custodians	Librarians	

but excluding Council 7, Special Education Regional Employees, and Substitutes under contract to this Board.

2. Unless otherwise indicated, the term "Employee" when used hereafter in this AGREEMENT, shall refer to all employees, represented by the Association in the negotiating unit as above defined.
3. Prior to September 30, 2005, or at least thirty (30) days prior to the Association's rights to negotiate a Successor Agreement as provided in Article II hereof, the Association will submit proof to the Board that it is still the majority representative of the Negotiating unit as defined above.

**ARTICLE II**

**NEGOTIATION PROCEDURES**

1. Negotiations will begin no later than October 15 of the calendar year preceding the calendar year in which this AGREEMENT expires. In the event either party desires a change in the current

**AGREEMENT**, notice should be given to the other party by Registered Mail, to be received no later than October 15, setting forth which articles are to be negotiated, it being understood that every article to be so negotiated must be specifically set forth in said notice. If such notice is not received by the other party by October 15 as aforesaid, the terms and conditions of the **AGREEMENT** will continue for a full year following its expiration date.

2. This **AGREEMENT** shall not be modified in whole or in part by the parties except by an instrument mutually agreed upon in writing duly executed by both parties.
3. The parties agree to enter into collective negotiations over a **SUCCESSOR AGREEMENT** in accordance with Chapter 123, Public Laws 1974.

### ARTICLE III

#### NO STRIKE/JOB ACTION

The Association hereby agrees that during the term of this **AGREEMENT**, neither its members nor any persons acting in its behalf will cause, authorize, or support, or take part in a strike, and/or job action.

The Association agrees that such action would constitute a material breach of this **AGREEMENT**.

### ARTICLE IV

#### GRIEVANCE PROCEDURE

The term "**grievance**" means a complaint by any employee or group of employees that, as to him/her or them, there has been inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting said employee or employees.

The term "**representative**" shall include any organization, agency, or person authorized or designated by any employees' association, or by the Board to act on its or their behalf and to represent it or them.

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

The term "**party**" means the aggrieved employee, his immediate superior, or the school vice-principal, 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.

#### PROCEDURE

1. Any aggrieved employee shall institute action under the provisions hereof within seven (7) working days of the occurrence complained of, or within seven (7) working days he/she would reasonably be expected to know of its occurrence. Failure to act within said seven (7) workday period shall be deemed to constitute an abandonment of the grievance.
2. Whenever the employee appears with a representative, the Board shall have the right to designate its own representative to participate at any stage of the grievance procedure.
3. Any employee shall first put in writing his/her grievance with his/her immediate superior. When the immediate superior is below the rank of principal, the principal shall be notified in writing and shall have the right to be present at and to participate in said hearing. A written decision shall be rendered by the principal within seven (7) working days of said hearing.
4. If the grievance is not resolved or a decision rendered to the employee's satisfaction within seven (7) working days from the determination referred to in Paragraph 3 above, the employee shall submit his/her grievance to the Superintendent in writing, specifying:
  - a. That portion of the contract alleged to have been violated.
  - b. The results of the previous discussion.

- c. The basis of dissatisfaction with the determination.
  - d. Remedy sought by grievance.
5. A copy of the writing called for in Paragraph 4 above shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
  6. Within seven (7) working days from the receipt of the written grievance (unless a different period is mutually agreed upon) the Superintendent shall hold an informal hearing at which all parties in interest shall have the right to be heard.
  7. Within seven (7) working days of said hearing (unless a different period is mutually agreed upon) the Superintendent shall in writing advise the employee and his/her representative if there be one, of his/her 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 that the determination by him/her in accordance with the provisions hereof is deemed unsatisfactory by either party, the dissatisfied party, within seven (7) working days of the failure of the Superintendent to act or within seven (7) working days of the determination by the Superintendent he/she may appeal to the Board of Education.
  9. When an appeal is taken to the Board, there shall be submitted by the appellant:
    - a. The writing set forth in Paragraph 4 & 7 and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.
  10. If the appellant, in his/her 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 an informal hearing, or it may request the submission of additional written material.

Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, an informal hearing shall be held.
  11. The Board shall make a determination within twenty (20) working days from the receipt of the grievance and shall in writing, notify the employee, his/her representative, if there be one, the principal and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
  12. In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to request advisory arbitration filed with the AMERICAN ARBITRATION ASSOCIATION. A request for advisory arbitration shall be made no later than seven (7) working days following the determination of the Board. Failure to file within said time period shall constitute a bar to such advisory arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer period within which to assert such a demand.

In the event of advisory arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear his/her own costs.
  13. In the case where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal to the Board within seven (7) days of the issuance of said order, ruling or directive, or within seven (7) days when said order, ruling or directive has been brought to the employee's attention by filing with the Secretary of the Board in writing, setting forth:
    - a. The order, ruling or determination complained of;
    - b. The basis of the complaint, including the specific contract provision violated;

- c. A request for a hearing, if a hearing is desired;
- d. Remedy sought by grievant.

~~Pending any final decision, said direct order, ruling and/or determination of the Superintendent shall be carried out by grievant. Thereafter, said order, ruling and/or determination shall be complied with in accordance with the final decision of said grievance.~~

A copy of the writing setting forth the 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.

- 14. Upon receipt of a grievance filed under the provisions of Paragraph 13, the procedure shall be as set forth in Paragraphs 10 and 11.
- 15. When the aggrieved party is not represented by the Association, the Association President or Vice President shall have the right to be present and to state its views at all stages of the grievance procedure.

#### ARTICLE V

#### EMPLOYEE RIGHTS

- 1. Whenever any employee is required to appear before the Superintendent, the Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then said employee shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.
- 2. Previously accumulated unused sick days will be restored to all employees returning from an approved leave.
- 3. It is incumbent upon every employee to inform the administration no later than April 1 of his or her intention not to return to the school system in the next school year.
- 4. No evaluation shall be placed in an employee's file without requesting the employee's signature.
- 5. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th, or whatever date is required by statute.
- 6. Each custodial employee shall hold his/her position under tenure in accordance with N.J.S.A. 18A17-3 upon completion of five (5) consecutive years of service within the school district.
- 7. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- 8. An employee shall have the right upon request to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review.
- 9. No material derogatory to a teacher's conduct, service, character, or personality or any material which could have an adverse effect on a teacher's status shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. After reviewing it, the teacher will sign it. His/her signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material which will be attached to the material.
- 10. Although the Board and its Administrators agree to protect the confidentiality, personal references, academic credentials and other similar documents, they shall not establish any separate personnel file.

## ARTICLE VI

### ASSOCIATION RIGHTS AND PRIVILEGES

1. The Association and its representatives with prior written approval of the principal may use school buildings at all reasonable hours for meetings.
2. The Association may use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment and calculating machines, at reasonable time when such equipment is not otherwise in use. However, the prior approval of the principal or his designated representative must be obtained. The Association will provide all material and supplies at its own cost and expense.
3. The Association may have the right to use the intraschool mail facilities and school mailboxes as it deems necessary with the prior approval of the principal.
4. The Board shall provide in each faculty room, the following facilities:
  - a. microwave
  - b. sink
  - c. refrigerator
  - d. pay telephone, to be paid for by the Association
5. An Association Committee appointed by the President, named in writing to the Board and Principal will inspect each faculty room on a weekly basis.
6. The President of the Association shall not have a homeroom assignment and shall be granted a duty-free period in addition to his/her preparation period.
7. Non-members of the Association, who are negotiated for in this contract shall be required to pay a representation fee in accordance with N.J.S.A. 34:13A-5.5 et. seq.

## ARTICLE VII

### SALARIES

1. Ten (10) Month Salaried Employees:
  - A. The salaries of all employees covered by this AGREEMENT are set forth in the Schedule attached hereto and made a part hereof as Appendix A.
  - B. The Supplemental salaries are outlined in Appendix C for Athletic and Non-Athletic Activities. Salaries covered by this AGREEMENT as set forth in the schedule attached hereto and made a part hereof will be communicated to interested employees by May 15 for Fall and Winter activities and October 15 for Spring activities for the succeeding school year.
  - C. Employees on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
  - D. ~~Teachers shall be paid at the rate of \$3 8.70 per-hour for home instruction or tutoring.~~
  - E. The faculty agrees to assist in securing coverage for tutoring, but absent volunteers, teachers may be assigned by the Superintendent or Principal.
2. Twelve (12) Month Salaried Employees:

- A. The salaries of all employees covered by this AGREEMENT are set forth in the schedule attached hereto and made a part hereof as Appendix B.
  - B. Employees on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments. Their work-year will begin July 1.
3. All employees employed prior to the middle of their work year, shall be given full credit for one (1) year of service toward the next increment step for the following year. All employees employed after the middle of their work year, shall continue on the same step of the guide for the ensuing fiscal year.
  4. Employees may individually elect to have a percentage of their monthly gross salary deducted from their pay. These funds shall be deposited monthly in the South Bergen Teachers Federal Credit Union. Employees must indicate their willingness in writing to the Board Secretary/Business Administrator to participate in this program by September 1 of each year.

**ARTICLE VIII**

**DAILY WORK HOURS**

1. **Non-Certified Employees**  
 The work week for clerical personnel shall not exceed thirty-seven and one-half (37 1/2) hours per week.  
 For all work performed over thirty-seven and one-half (37 1/2) hours and up to and including forty (40) hours per week straight time will be paid.
2. **Custodians** The work hours of employment shall be as follows:
 

<b>FIRST SHIFT</b>	7:00 A.M. to 4:00 P.M. 9 hour shift with one hour lunch for example
<b>SECOND SHIFT</b>	10:00 A.M. to 7:00 P.M. 9 hour shift with one hour lunch for example
<b>THIRD SHIFT</b>	3:00 P.M. to 11:30 P.M. 8 1/2 hour shift with one-half hour lunch for example
<b>SUMMER WORK HOURS</b>	7:00 A.M. to 3:30 P.M. -one-half hour lunch 8:00 A.M. to 5:00 P.M. - one hour lunch. One custodian per week on a rotating basis
3. Custodians and non-certified employees shall receive two breaks daily - one 15 minute break 2 hours after shift begins, and one 15 minute break six hours after shift begins. However, these breaks cannot immediately precede and/or follow lunch.
4. Custodians agree that from time to time, when asked to cover a specific Board function (upon two days notice), they may be given compensatory time off the day of the function. All other requirements to attend to duties outside the regular work day shall be compensated in accordance with Article IX of this AGREEMENT.
5. Custodial work week to be adjusted by School Business Administrator according to need, Tuesday through Saturday for a 12 week period during winter sports months.

**ARTICLE IX**

**OVERTIME**

**NON-CERTIFIED PERSONNEL:**

Overtime: Defined as any time spent in excess of forty (40) hours in the work week, inclusive of



paid holidays.

1. Overtime spent must be mutually agreed to by the employee and immediate superior. Overtime can be required on a rotating basis, with records showing the employee list and the rotation schedule.
  - A. Overtime rate for work in excess of forty (40) hours in the work week, inclusive of said holidays shall be one and one-half (1 1/2) times the hourly rate.
  - B. Overtime rate for Sunday shall be two (2) times the hourly rate.
  - C. Overtime on Holidays (those listed in Appendix D) shall be one and one-half (1 1/2) times the hourly rate for hours worked, plus the holiday pay.
2. Custodial Call Time

In cases of emergency, any employee called to return to work outside of his regularly scheduled shift, shall be paid a minimum of three (3) hours at overtime rate.

#### ARTICLE X

#### VACATIONS

All twelve (12) month employees covered by this AGREEMENT shall receive vacation time according to the following schedule:

1. One (1) through Five (5) completed years of service - Two (2) weeks vacation.
2. Five (5) years and one day through Twelve (12) completed years of service - Three (3) weeks vacation.
3. Twelve (12) completed years and one day or more of service - Four (4) weeks vacation.

**NOTE:** One (1) day vacation in the up-coming fiscal school year for each full month of employment up to two (2) weeks starting July 1.

#### ARTICLE XI

#### PROMOTIONS

Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the Administrative —Supervisory levels of responsibility including but not limited to Superintendent, Principal, Vice Principal, Director, and Chairperson.

All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the Federal Government shall be adequately publicized by the Superintendent in accordance with the following procedures:

When any promotional position becomes available -

- A. The Association shall be immediately notified
- B. A notice shall be posted in each faculty room as far in advance as practicable, at least five (5) working days before the final date when applications must be submitted. Said notice shall state qualifications for the position and its duties, and the salary range shall be posted when feasible. During this period, interested employees must signify their intent in writing to their respective superior.
- C. Employees within the system, who apply for promotional positions, will be interviewed.

## ARTICLE XII

### TEMPORARY LEAVES OF ABSENCE

1. At the beginning of the work year, employees shall be entitled to the following temporary, non-cumulative leaves of absence with full pay each school year:
  - A. Two (2) days leave of absence for personal, legal business, household or family matters which require absence during school hours. Application to the Principal or other immediate superior for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. No more than (5) faculty members will be granted a personal day on the same date. This shall be done on a first come, first serve basis except in cases of emergency which emergency shall be defined at the discretion of the Principal when the purpose for the day is disclosed.
  - B. Up to three (3) days for two (2) representatives of the Association to attend conferences and conventions of State and National affiliated organizations without compensation.
  - C. A maximum of four (4) calendar days exclusive of the day of death will be provided with pay upon the death of a member of an employee's immediate family. Immediate family shall include spouse, children, parents, brothers, sisters, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law.
  - D. Two (2) calendar days exclusive of the day of death will be provided for the death of an employee's relative outside of the immediate family as defined above. However, in the event the two (2) calendar days following the day of death are holidays or weekends, an additional day will be allowed provided the additional day is for the day of the funeral.
  - E. In the event of the death of any employee or student in the Carlstadt-East Rutherford Regional High School District, the Principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.
  - F. One (1) additional calendar day exclusive of the day of death will be provided for an out of state death as defined above in Section C.
  - G. Other leaves of absence with pay may be granted by the Board of Education on a non precedent, case-by-case basis.
2. All twelve (12) month employees shall be entitled to one (1) cumulative sick leave day for each month of their annual contract. Unused sick leave days shall be accumulated from year to year with no maximum limit.
3. There shall be full pay up to a maximum of ten working days for employees absent due to service on a jury. Any monies received for each service must be submitted to the Board of Education.

## ARTICLE XIII

### EXTENDED LEAVES OF ABSENCE

1. Leaves of absence without pay may be granted by the Board and must be applied for in writing. If granted, it will be a non-precedent case-by-case basis.
2. All benefits to which all employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

3. All extensions or renewals of leaves shall be applied for in writing prior to March 15, and if approved, granted in writing within thirty (30) days thereafter.
4. Employees commencing duty after the beginning of the school year shall have sick leave benefits pro-rated monthly commencing with the first of the month following employment.

#### ARTICLE XIV

##### CLASSROOM COVERAGE

1. Positions which are vacant because teachers are temporarily absent or on leave, shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.
2. In those cases where classroom coverage is not available, regular teachers who volunteer may be used for coverage during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve for classroom coverage. Volunteers and assigned teachers shall be paid \$26.67 per period. Such coverage shall be arranged by the Principal of the school and shall be distributed as equitably as possible among the teachers in said school.
3. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him/her of a preparation period is undesirable and shall be discouraged.

#### ARTICLE XV

##### INSURANCE PROTECTION

1. As of July 1, 1999, The Board, after agreement with the Association regarding appropriate insurance carriers, shall provide New Jersey State Health Benefits Medical insurance protection. The Board shall pay the full premium for each employee and in cases where appropriate for family plan coverage. The Board shall have the right to replace the insurance carriers named above with carriers that will provide benefits that are guaranteed in writing, a copy of which shall be furnished to the BEA, to be equal to or better than the benefits provided.
2. As of July 1, 1999, the Board shall fully fund and provide a Vision, Dental and Prescription Drug Plan for all employees covered under this Agreement and in cases where appropriate for family plan coverage subject to the limitations of provision #5 below. As of July 1, 1999 the Employee Co-Pay for the Prescription Drug Plan will be \$5.00 per prescription. The Board shall have the right to replace the insurance carrier named above with carriers that will provide benefits that are guaranteed in writing, a copy of which shall be furnished to the BEA, to be equal to or better than the benefits provided by the named carriers.
3. For each employee who remains in the employ of the Board, for the full school year, the Board shall make payment of insurance premiums as provided in Section "I" for the full twelve (12) month period. Termination of employment will terminate all benefits.
4. As of January 1, 1990, the Board will provide a State Disability Policy for each employee or will pay to each employee the total cost of the premium for said policy for the employee if the employee does not wish to enroll in the State Disability program but enrolls in a similar program such as Fortes. In no event shall the Board pay for more than one disability plan for each employee. The total payment for any disability policy shall be limited to the cost of the premium for the State's policy for calendar year. New employees with the district will have the payment pro-rated monthly commencing with the first month following employment. In order for employees to receive any benefit from this paragraph they must be an active employee of the Carlstadt-East Rutherford Regional District as of the end of the school year.
5. As of July 1, 1996, all employees hired on or after this date are subject to the following limitations:

- A. They must work the equivalent of three full days (3/5ths or .6 FTE) or more each week to receive paid medical benefits by the Board.
  - B. Those that qualify for paid vision and dental benefits shall be entitled to employee-only (single)-coverage until they complete three years of service within the district.
  - C. Accumulated service time, as a part-time employee within the district ineligible for vision and dental benefits, shall be credited to employees for the purpose of determining the three year service requirement for fully paid family medical coverage.
  - D. Those employees receiving employee only paid vision and dental benefits may purchase increased coverage at the employee's expense through payroll deductions (the employee's cost shall be the differential between the cost of the employee only coverage and the upgraded coverage).
  - E. Employees hired on or after July 1, 2008 shall be eligible only for Direct Access medical coverage until tenure.
- Effective July 1, 2008, the Prescription Drug Plan shall be subject to the \$10 brand name/ \$5 generic co-payments for retail and mail order drugs.
6. As of July 1, 2011, all eligible employees are subject to the following:
- A. Employees hired on or after July 1, 2011 may only enroll in Direct Access medical coverage and may not switch at any point in time thereafter.
  - B. Employees hired on or after July 1, 2008 shall be only eligible to enroll in a medical insurance plan offered by the Board different than the Direct Access medical coverage after attaining tenure in the district.
  - C. Eligible employees enrolling in health insurance coverage(s) are subject to the statutory employee contributions. A Section 125 plan shall be available. Eligible employees waiving medical coverage, but enrolling in prescription, vision and/or dental coverage through the Board's program(s), are subject to the statutory contributions.
  - D. Eligible employees waiving health insurance coverage(s) shall receive an opt-out payment from the Board equal to 25% of the premium of the coverages waived, up to \$5,000 per year. The payments shall be payable in two payments, one in December and one in June. If discontinuance of benefits is for less than one year, the payment will be prorated. Re-enrollment in any coverage may occur during the annual open enrollment period or at any time there is a qualifying life status change.
  - E. Employees hired after June 30, 1996 will be eligible for employee-only vision and dental coverage until they complete three (3) continuous years of employment in non-replacement/ non-substitute positions with the district. Those employees may purchase increased coverage at the employee's expense.

#### ARTICLE XVI

#### DEDUCTION FROM SALARY

- 1. Association Payroll Due s Deduction
  - A. The Board agrees to deduct from the salaries of its employees dues for the Becton Education Association, the New Jersey Education Association or any other Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 N.J.S.A. 18A:14-15.9(c) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be

transmitted to such person as may, from time to time, be designated by the Becton Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

- B. Each of the Associations named above, shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

#### ARTICLE XVII

##### MISCELLANEOUS PROVISIONS

1. 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.
2. Whenever any notice is required to be given by either of the parties of this **AGREEMENT** to the other pursuant to the provisions of this **AGREEMENT**, either party shall do so by telegram, or registered letter, or hand delivery accompanied by a written receipt to any officer of the Association or Board Secretary, at the following address:
  - A. If the Association to the Board - 120 Paterson Avenue, East Rutherford, New Jersey 07073.
  - B. If the Board to the Association -- Becton Education Association, 120 Paterson Avenue, East Rutherford, New Jersey 07073.
3. An employee on retirement from employment shall be compensated for unused accumulated sick leave at the rate of \$50.00 for each accumulated sick day beyond the first sixty (60) accumulated days to a maximum of \$6,000. There shall be no compensation for the first sixty (60) accumulated days. Payment shall be on retirement from service only. Proof of filing with the appropriate retirement system must be submitted to the district.
4. Tuition Program. The Board shall offer the availability of a tuition free program for all out of district employees to enroll their children in Becton Regional High School. The employee shall be obligated to provide transportation for their child or children at their expense.
5. Certified Employees:
  - A. The parties agree that the total number of days wherein employees are to report for work shall be a maximum of 186, which shall be 183 student contact days and 3 non-student contact days. The term "student contact days" shall mean those days when students are present in the school building and are in need of and receive instruction or supervision from employees covered under this agreement. Furthermore, of the 183 student contact days, a maximum of three (3) shall be deemed as days set aside for emergency closings which, if not used for that purpose, shall be used at the discretion of the Chief School Administrator and/or the Board but once used, shall not be rescheduled.
  - B. Employees will be available and shall attend 8th grade orientation, Back to School Night and Graduation Ceremony as may be assigned by the Chief School Administrator.
  - C. Each year, the Employees will be required to report and attend work on the following days, but for half session only:
    1. Calendar day prior to Thanksgiving;
    2. Last school day prior to holiday recess in December;

- 3. The day of high school graduation.
- 4. Last school day prior to Easter.

D. This provision relates to certified 10 month employees only and does not modify any past practice work assignment.

**ARTICLE XVIII**

**DURATION OF AGREEMENT**

This AGREEMENT shall be effective as of the First Day of July, ~~2011~~2014, or when executed, which ever date is the later, and shall continue in effect until the Thirtieth Day of June, ~~2014~~2015 subject to the Association's rights to negotiate a Successor Agreement as provided in Article II hereof. This AGREEMENT shall continue in effect from year to year unless notice is received as set forth in Article II hereof.

IN WITNESS WHEREOF the parties hereto have caused these present to be executed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the Day and Year first.

ATTEST:

CARLSTADT-EAST RUTHERFORD  
REGIONAL BOARD OF EDUCATION

\_\_\_\_\_  
BOARD SECRETARY

\_\_\_\_\_  
BOARD PRESIDENT

ATTEST:  
ASSOCIATION

BECTON EDUCATION

\_\_\_\_\_  
ASSOCIATION SECRETARY

\_\_\_\_\_  
ASSOCIATION PRESIDENT

DATED:

APPENDIX A

TEACHERS SALARY SCHEDULES

Step	2013-2014 2014-2015					
	BA	BA+15	BA+30	MA	MA+15	MA+30
1	48,092	49,532	50,497	51,458	53,381	55,306
2	50,015	51,457	52,420	53,863	55,785	57,710
3	51,938	53,381	54,342	56,267	58,190	60,114
4	54,015	55,516	56,516	58,517	60,517	62,519
5	56,218	57,578	58,939	61,205	63,473	65,286
6	59,845	61,205	63,019	65,297	67,553	69,820
7	63,473	65,286	67,100	69,367	71,633	74,354
8	67,100	68,913	70,727	73,447	76,168	78,434
9	70,727	72,540	74,354	77,527	80,247	82,968
10	74,354	76,620	78,434	81,607	84,328	87,502
11	77,981	80,247	82,061	85,688	88,861	91,582
12	82,061	83,874	86,142	89,769	92,942	96,116
13	87,502	89,315	91,582	96,116	99,289	102,463
14	<u>94,019.761</u>	<u>96,274.024</u>	<u>98,537.287</u>	<u>103,061.811</u>	<u>106,681.431</u>	<u>110,511.264</u>

PROVISIONS:

- Teachers on Step 14 in 2011-12 will receive an additional \$1,500 of non-pensionable off-guide compensation allocated over the work year and included in their paychecks. Teachers on Step 14 in 2012-13 will receive an additional \$1,000 of non-pensionable off-guide compensation allocated over the work year and included in their paychecks. Teachers on Step 14 in 2013-14 will receive an additional \$750 of non-pensionable off-guide compensation allocated over the work year and included in their paychecks.
- Teachers will receive \$675 longevity after 12 years in the system, an additional \$675 longevity after 15 years in the system and an additional \$675 longevity after 18 years in the system, and an additional \$675 longevity after 20 years in the systems.
- Reimbursement for College Credits. All credits to be considered for reimbursement beyond the Bachelors Degree must be at the Graduate or Undergraduate level and in the area of the teacher's present certification or in an area leading to an additional certification. All credits must have the prior written approval of the Superintendent. A maximum of six (6) graduate or six (6) undergraduate credits may be reimbursed in any one school year. Reimbursement shall be at the Montclair State University rate per credit for grades equivalent to an A or B. There will be no reimbursement for any grade under a B. No reimbursement shall be made without an official transcript and copy of paid tuition bill. If tuition is less than lowest State University rate per credit, only the actual tuition cost will be reimbursable. Notification of completion of credits must be in by September 15 or January 15 for Horizontal Movement. Non-tenured teachers shall not be

eligible for reimbursement.

4. Up to four (4) years of military service shall be recognized as equivalent years of service on the guide. These four years will be granted one step per year in addition to regular increment.
5. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause, in accordance with Title 18A:29-14.
6. Beginning teacher bargains for initial salary, not less than the B.A. Step 1 amount from the attached salary guides.
7. When requested by the Superintendent to instruct for an additional class for the entire year beyond the normal teaching assignment, teachers shall receive an additional 1/7th of their contractual salary. Instruction for less than an entire year will be prorated.

#### APPENDIX B

#### CUSTODIANS SALARY SCHEDULE

(12 month rate)	
Step	<u>2013-2014</u> <u>2015</u>
1	32,311
2	35,478
3	38,645
4	41,812
5	44,979
6	48,146
7	51,313
8	54,480
9	57,647
10	<u>61,812</u> <u>62,562</u>

3:00 P.M. to 11:30 P.M. shift for example - 6% Pay Differential

#### PROVISIONS:

1. Custodians on Step 10 in 2011-12 will receive an additional \$1,000 of non-pensionable off-guide compensation allocated over the work year and included in their paychecks. Custodians on Step 10 in 2012-13 will receive an additional \$500 of non-pensionable off-guide compensation allocated over the work year and included in their paychecks. Custodians on Step 10 in 2013-14 will receive an additional \$500 of non-pensionable off-guide compensation allocated over the work year and included in their paychecks.
2. Custodians shall receive \$400 longevity after 9 years in the system, \$900 after 12 years in the system, \$1200 after 15 years in the system.
3. Each custodian will receive \$400 clothing allowance per year.
4. If a position entails less than 40 hours per week, the salary will be prorated.
5. On days when school is closed for snow, the custodians will be dismissed from work only after all snow removal on school property has been completed and shall be paid for an eight hour shift. In the event further snow removal during said eight hour shift is required the custodians may be called back to work. Failure to return to work during said eight hour shift when ordered to do so shall result in the custodian forfeiting his right to receive a full eight hours pay. In the event of the failure of a custodian to report to work during said eight hour shift, he shall only be paid for those hours actually worked during that eight hour shift; if any.



6. A newly hired custodial employee will complete a satisfactory probationary period of 90 calendar days before he or she will be permitted to seek membership into the Becton Education Association, and upon which time he or she will be required to pay a representation fee of 85% of the unified dues if full membership is not requested (See Article VI, Paragraph #7 Association Rights and Privileges).
7. Board shall pay the cost of "Black Seal" license for each custodian required to obtain one pursuant to job description.

**APPENDIX B**

**SALARY SCHEDULE**

**ATTENDANCE OFFICER AND CLERK TYPIST**

**(10 month rate)**

~~2013-2014~~ **2014-15**

~~29,290~~ **30,040**

**ATTENDANCE OFFICER AND CLERK TYPIST**

**(12 month rate)**

**2014-2015**

~~\$38,015~~ **\$38,765**

**PROVISIONS:**

1. Attendance Officer, Clerk Typists and Secretaries shall receive \$400 after 9 years in the system, \$900 after 12 years in the system and \$1200 after 15 years in the system.
2. If a position entails less than 35 hours per week, the salary will be prorated.

**APPENDIX C**

**SUPPLEMENTARY ATHLETIC GUIDES**

POSITION	2011-12	2012-13	2013-14
Head Football	8,479	8,479	8,479
1st Assistant Football	6,359	6,359	6,359
Assistant Football	5,511	5,511	5,511
Assistant Football	5,511	5,511	5,511
Assistant Football	5,511	5,511	5,511
Head Boys Basketball	7,583	7,583	7,583
1st Assistant Basketball	5,687	5,687	5,687
Assistant Boys Basketball	5,032	5,032	5,032
Head Girls Basketball	7,583	7,583	7,583
1st Assistant Girls Basketball	5,687	5,687	5,687
Head Wrestling	7,368	7,368	7,368
1st Assistant Wrestling	5,528	5,528	5,528

Head Baseball	7,010	7,010	7,010
1st Assistant Baseball	6,200	6,200	6,200
Assistant Baseball Freshmen	4,557	4,557	4,557
Boys Head Soccer	6,314	6,314	6,314
1st Boys Assistant Soccer	4,735	4,735	4,735
Girls Head Soccer	6,314	6,314	6,314
1st Girls Assistant Soccer	4,735	4,735	4,735
Head Softball	7,010	7,010	7,010
1st Assistant Softball	6,200	6,200	6,200
Assistant Softball Freshmen	4,557	4,557	4,557
Head Boys Track	7,078	7,078	7,078
1st Assistant Boys Track	5,307	5,307	5,307
Head Girls Track	7,078	7,078	7,078
1st Assistant Girls Track	5,307	5,307	5,307
Bowling	4,202	4,202	4,202
Head Volleyball	6,079	6,079	6,079
1st Assistant Volleyball	4,559	4,559	4,559
Boys Tennis	5,367	5,367	5,367
Girls Tennis	5,367	5,367	5,367
Cross Country	5,342	5,342	5,342
1st Assistant Cross Country	4,007	4,007	4,007
Head Winter Track	4,585	4,585	4,585
Athletic Director	11,651	11,651	11,651

PROVISIONS:

1. No employee shall receive less monies in subsequent years when coaching in the same position.
2. Stipends will be paid in two payments; the exact schedule of these payments to be determined by mutual agreement of Business Administrator and the BEA.

APPENDIX C

SUPPLEMENTARY NON-ATHLETIC GUIDES

POSITION	2011-12	2012-13	2013-14
Newspaper	3,444	3,444	3,444
Cheerleading I	1,855	1,855	1,855
Cheerleading II	1,855	1,855	1,855

Play Director	4,240	4,240	4,240
Asst. Play Director	2,186	2,186	2,186
Tumbler/Flag Squad	1,588	1,588	1,588
Majorettes/Flag Squad	1,588	1,588	1,588
Magazine	1,458	1,458	1,458
Year Book Advisor	4,901	4,901	4,901
Marching Band and Music Activities	5,298	5,298	5,298
Student Council Advisor	1,434	1,434	1,434
senior Class Advisor	1,082	1,082	1,082
Junior Class Advisor	1,082	1,082	1,082
Sophomore Class Advisor	541	541	541
freshmen Class Advisor	541	541	541
National Honor Society Advisor	845	845	845
Debate Team Coach	1,622	1,622	1,622
Math League Advisor	541	541	541
Key Club Advisor	541	541	541

**PROVISIONS:**

1. Stipends to be paid in two payments; the exact schedule of these payments to be determined by mutual agreement of Business Administrator and the BEA.

**APPENDIX D**

**HOLIDAY SCHEDULES**

A non-certified employee on a twelve (12) month salary is entitled to the following Holiday Schedule:

1. Independence Day
2. Labor Day
3. Friday of NJEA Convention
4. Thanksgiving Day
5. Day after Thanksgiving Day
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. New Year's Day

10. Martin Luther King Day

11. Presidents' Day

12. Good Friday

13. Memorial Day Observance

14. Employee's Birthday -10 month employee also

- A. If any holiday falls on a Saturday or Sunday, all non-certified personnel shall be given Friday for Saturday or Monday for Sunday off, in lieu thereof, unless the school is in session on that Friday or Monday.
- B. Employees on a twelve (12) month salary are guaranteed 14 holidays. If the school is in session, an alternate date will be selected by the employee from those days that the school is closed. The selection is subject to the approval of the employee's immediate supervisor. There shall be no carry over into the next fiscal year. Holidays not taken will be lost.
- C. If school is in session during one of the above stated days, it will not be considered a Holiday. Paragraph B will apply.

#### APPENDIX E

##### TEACHER WORK DAY

**8 Period Day-** When there is a 8 period school day, the teacher work day shall commence at 8:00 AM and end at 3:00 PM providing all professional obligations are met. Teachers shall have a duty free lunch of 45 minutes equal to the students' lunch period. Academic teachers shall have 5 class periods, 1 prep period, and 1 duty period. Non-academic/ special subject area teachers shall have 6 class periods and 1 prep period.

**9 Period Day-** When there is a 9 period school day, the teacher work day shall commence at 7:50 AM and end at 3:05 PM providing all professional obligations are met Teachers shall have a duty free lunch of 42 minutes equal to the students' lunch period. Academic teachers shall have 5 class periods, 2 prep periods, and 1 duty period. Non-academic/ special subject area teachers shall have 6 class periods and 2 prep periods.

Each teacher will provide three (3) days for Central Detention until 4:00 pm at the Administration's discretion with no additional compensation.

EXHIBIT D

SIDEBAR AGREEMENT

To the July 1, 2008 – June 30, 2011

COLLECTIVE BARGAINING AGREEMENT

Between the

CARLSTADT-EAST RUTHERFORD BOARD OF EDUCATION

And the

BECTON EDUCATION ASSOCIATION

This Sidebar Agreement, dated May 12, 2010, is attached to, incorporated in, and made part of the Collective Bargaining Agreement (“Agreement”) between the Carlstadt-East Rutherford Regional Board of Education (“Board”) and the Becton Education Association (“Association”) modifying the Agreement, and specifically incorporating Exhibit A and Exhibit B hereto, for the period of July 1, 2010 through June 30, 2011.

WHEREAS, the parties have conducted negotiations regarding the modification of the Agreement relating to the school’s daily schedule;

NOW THEREFORE, the parties agree as follows:

1. The current practice in the District regarding the school’s daily schedule is a Nine (9) period day as set forth in Exhibit A.
2. The Board and the Association have agreed that the current Nine (9) period day as set forth in Exhibit A shall be changed to an Eight (8) period day as set forth in Exhibit B at no additional compensation.
3. The parties agree that should the Board return to a Nine (9) period day at a later date, the schedule for a Nine (9) period day shall be implemented as set forth in Exhibit A.

4. The Board and Association expressly agree and recognize that the nature of the school schedule is clearly a managerial prerogative and not the subject of negotiations.
5. By signing this Sidebar, the parties hereto expressly agree to recommend ratification to their respective organizations.
6. All other provisions of the Agreement shall remain as set forth in that Agreement.
7. This Sidebar shall not constitute a reopening of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Sidebar Agreement by their duly authorized officers.

ATTEST:

CARLSTADT-EAST RUTHERFORD BOARD OF EDUCATION

*Lenie Engelhardt*

By: *Leonard Bongiovanni*

ATTEST:

BECTON EDUCATION ASSOCIATION

*MD*

By: *David Jayas*

This sidebar agreement (including Exhibit A and B) represents an addendum to the negotiated agreement between the Carlstadt-East Rutherford Board of Education and the Becton Education Association and was fully ratified by the association Thursday, May 13, 2010 and fully ratified by the Board resolution Tuesday, May 18, 2010.

For the Board:

For the Association:

President

President

Date

Date

Attest

Attest

*Leonard Bongiovanni*  
*David Jayas*  
*Lenie Engelhardt*  
*MD*  
5/13/2010