

2005 - 2008 AGREEMENT

BETWEEN

EDUCATION ASSOCIATION OF SOUTH HACKENSACK

AND

SOUTH HACKENSACK BOARD OF EDUCATION

PREAMBLE

THIS AGREEMENT entered into this 12th day of December, 2005 by and between the Board of Education of South Hackensack, New Jersey, hereinafter called the "Board", and the Education Association of South Hackensack, hereinafter called the "Association" for the period July 1, 2005 through June 30, 2008.

WHEREAS, the Board has, pursuant to Chapter 123 of the public laws of 1974, negotiated with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning grievances and terms and conditions of employment for all certified personnel specified below, whether under contract, on leave, employed or to be employed by the Board, including: full-time teachers, school nurse, part-time teachers, school psychologist and social worker but excluding: substitute teachers and all other employees employed by the Board.

ARTICLE II**NEGOTIATION OF SUCCESSOR AGREEMENT****A. DEADLINE DATE**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on terms and conditions of employment. Such negotiations shall begin in accordance with the negotiation time table set forth by the Public Employees Relations Commission. Any agreement so negotiated shall apply to all full-time teachers, school nurse, part-time teachers, school psychologist and social worker, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

B. MODIFICATION

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

C. REPRESENTATION

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.

ARTICLE IIIASSOCIATION RIGHTS AND PRIVILEGESA. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association or any teacher participates during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay if prior written permission is granted by the Chief School Administrator.

B. The maximum number of working days for any employee covered by this agreement shall be one hundred eighty-four (184) days.

C. Additional days scheduled for "snow" days, if not used, will be dropped before the end of the school year retaining the required one hundred eighty-four (184) days.

D. The last work day before the Thanksgiving and Christmas recess shall end not later than 1 p.m. for employees covered by this agreement.

E. The last five (5) school days of each school year (except graduation day, when teachers shall be released at 1 p.m.) shall be full session days for teachers; notwithstanding early release of students.

F. If teachers are required to work in excess of one hundred eighty-four (184) days, additional compensation on a pro-rata basis shall be paid for those so required to work.

G. Two (2) of the one hundred eighty-four (184) working days during shall be utilized for non-student contact days as directed by the Chief School Administrator for the purposes of performing school related tasks such as curriculum development, and other non-teaching duties, etc. In the event that school laws are amended to require more than one hundred eighty (180) school days for pupils, these days may, under those circumstances, be converted to pupil contact days.

H. The Board shall make every effort to provide each new employee all information necessary for employment, including available health insurance and a contract agreement within the first five (5) working days.

I. Beginning with the school year 2003-2004, the teacher/pupil contact times per day shall be increased fifteen (15) minutes, within the confines of the current teacher day.

J. Beginning with the school year 2006 – 2007 Teacher/pupil contact times per day shall be increased by five (5) minutes within the confines of the current teacher day.

ARTICLE V

A. FULL HEALTH-CARE COVERAGE

The Board shall pay the premium rate for each full-time teacher and school nurse, including family-plan coverage under the New Jersey State Health Benefits program or equivalent.

B. DENTAL COVERAGE

The Board shall pay the premium rate for each full-time teacher and school nurse, including family-plan coverage under the New Jersey Dental Service Plan, Inc. or equivalent.

C. OPTICAL REIMBURSEMENT

The Board shall pay the Association monies which shall be used for optical reimbursement as follows:

\$4,500 for each of the years covered in this contract, to be used by the Association to reimburse personnel covered by this agreement.

The formula for reimbursement shall be established by the Association membership.

This agreement also covers immediate family members - spouse and children.

The monies shall be paid to the Association at the beginning of each contract year. The Association will account to the Board annually on funds expended, and will maintain an account balance sufficient to keep the account open.

D. The designation of "full-time" shall be determined by the Board pursuant to N.J.A.C. 17:9-4.6 except that all covered personnel employed on June 30, 1996 who were then considered full-time and eligible under the State Health Benefits Programs shall be deemed "full-time" so long as they continue to work three (3) days or more per week on a regular basis and will therefore be covered as previously.

ARTICLE VI

A. SUMMER PAYMENT PLAN

A teacher may have a percentage of salary deducted and deposited each pay period from September to June. These deductions will be deposited in the bank account of the individual teacher at an FDIC insured bank utilized by the school district and/or the Central Bergen Federal Credit Union (see, also, below).

B. DIRECT DEPOSIT

Teachers shall have the option of direct payroll deposit to any bank of their choice. All deposits shall be made on the pay date into savings and/or checking account designated by the teacher.

ARTICLE VII

BENEFIT

(SEVERANCE PAY)

This benefit pertains only to full-time tenured teachers and school nurse.

Upon leaving the school system, tenured employees under this agreement who are not yet eligible for retirement shall be entitled to compensation for unused Sick Leave at a rate of one day's pay for every four days accumulated. Compensation will be the daily rate of pay the subject employee earns under the current contract at the time of so leaving.

The following formula will be used to compute the amount of severance pay due the employee:

Daily Rate of Pay X Total Accumulated Sick Leave divided by four (4) = Severance Pay due employee in year of leave.

Any otherwise eligible person, who is dismissed for cause through tenure proceedings or resigns to avoid disciplinary proceedings, shall forfeit any right to payment under this Article.

All persons hired after September 1, 1990 must have been employed in the district for at least ten (10) years to be eligible for this benefit.

All persons hired after September 1, 1999 must have been employed in the district for at least fifteen (15) years to be eligible for this benefit.

ARTICLE VIII

BENEFIT

Full-time and part-time teachers, school nurse, psychologist and social worker are to be compensated on the salary guide.

Any employee under this contract who is eligible to receive their teacher's retirement compensation will be given full compensation for unused sick leave upon leaving Memorial School. Effective with the 1984-1985 school year, a teacher on retirement shall have his/her sick leave entitlement payout evenly spread over a five (5) year period, but with a minimum payout in any year of twenty-five (25) days payable in any one (1) year.

Teachers hired on or after the first day of the 1984-1985 school year shall be allowed to accumulate up to one hundred (100) days of sick pay for the purpose of payout at retirement at fifty (50%) percent of the then per diem rate payable over four (4) years with a minimum of twenty-five (25) days payable in any one (1) year.

Notification in writing shall be submitted to the Board six (6) months prior to retirement to be eligible to receive the benefits of Article VIII.

Any teacher who should die after retirement, but before receiving full payment under this Article, the balance of payment shall be payable to that teacher's estate.

Further, it is understood that whether a person retires during the school year or at the end of the school year, payments will not begin until the next budget year, which begins on July 1st.

Any otherwise eligible person, who is dismissed for cause through tenure proceedings or resigns to avoid disciplinary proceedings, shall forfeit any right to payment under this Article.

All persons hired after September 1, 1990 must have been employed in the district for at least ten (10) years to be eligible for this benefit.

All persons hired after September 1, 1999 must have been employed in the district for at least fifteen (15) years to be eligible for this benefit.

ARTICLE IX**BENEFIT**

Course reimbursement for full-time teachers and school nurse only at the rate of up to \$200.00 per credit, up to nine (9) credits for each of the three years in this contract for any course pre-approved in writing by the Chief School Administrator.

Reimbursement is to be based on the Board adopted salary increments/graduate credit plan policy attached hereto and made a part of this agreement.

A grade of “B” or better is required for reimbursement and reimbursement will only be made after grade is submitted. If grade marking on an approved course is limited to “pass/fail” reimbursement will apply on “pass” grade.

For part-time teachers, the rate of reimbursement will be pro-rated as follows:

<u>DAYS</u>	<u>CREDITS</u>
4	Full
3	6 credits
2	4 credits

SALARY INCREMENTS/GRADUATE CREDIT PLAN POLICY

Reimbursement for credits will only be given for courses that are approved by the Chief School Administrator and which are taken while in the employment of the South Hackensack School District.

Teachers at the Bachelor's level will receive a salary increase as per contract for every nine (9) approved credits towards a Master's Degree. There will be an allowance of nine (9) credits that may be accrued but not necessarily be a part of a matriculated Master's Degree program during the period of time necessary to decide on a definite course of study. After nine (9) credits have been earned, approval will only be given to courses which are part of an established Master's Program.

Up to nine (9) graduate credits earned prior to or during a Master's Degree program but not applied to that program will be credited to the salary increase towards Master's + 30 after attainment of a Master's Degree.

Teachers at the Master's level will receive a salary increase as per contract for every nine (9) approved credits of graduate or inservice training until the Master's + 30 level has been attained.

Teachers at the Master's + 30 level will be reimbursed according to the contract but will not receive any additional monies for every nine (9) credits earned.

Transcripts or similar college record indicating successful completion of Fall, Spring or Summer courses or a degree program must be presented to the Chief School Administrator on or before but no later than October 1st.

Salary increase will begin with the September pay for anyone submitting proof of completion on or before but no later than the first day of school.

Anyone submitting proof of completion between the first day of school and October 1 will receive the prorated salary increase with his/her October pay retroactive.

Salary increase will begin the next contract year for anyone submitting proof of completion after October 1.

ARTICLE X

PERSONAL DAY

Annually, full-time teachers and school nurse shall be entitled to three (3) days non-accumulative personal leave with full pay each school year. Notification to the Chief School Administrator for personal leave shall be made at least five (5) days before taking such leave - except in the case of emergencies. Personal days shall not be taken immediately before or after a holiday.

The applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section.

A part-time teacher or nurse who works three (3) days per week or more shall be entitled to one (1) personal day per year.

A maximum of three (3) teachers on a first come - first served basis shall be permitted to take personal days at the same time.

ARTICLE XI

BEREAVEMENT LEAVE

Five (5) calendar days bereavement leave without loss of pay will be permitted with notification to the Chief School Administrator commencing immediately with the date of death in the immediate family; mother, father, child, sister, brother, grandparents, mother-in-law, father-in-law, spouse and stepchildren.

ARTICLE XII

GRIEVANCE PROCEDURE

I. Definitions

1. A grievance is a complaint by an employee based under this contract based upon the interpretation, application or violation of this agreement, Board Policy or Administrative decision. To be considered under this procedure, a grievance must be initiated within 25 school days of its occurrence.
2. A complaint by a non-tenured employee concerning his/her not being reemployed is not subject to this procedure.
3. An aggrieved person is the employee under this contract making the complaint.

II. GENERAL PROVISIONS

1. It is the intent of these provisions to provide for the orderly settlement of difference in a fair, equitable and confidential manner as expeditiously as possible.
2. An employee under this contract shall have the right to present his complaint in accordance with the established procedures free from coercion, interference, restraint, discrimination or reprisal.
3. An employee under this contract, the Chief School Administrator and the Board shall have the right to be represented at any stage of the procedures by persons of his/her own choice.
4. At each step of the procedure, if differences are not resolved within the prescribed time, the employee has the right to move directly to the next stage, if he/she so chooses.
 - a. Any allegedly aggrieved member of the bargaining unit shall continue to work under the direction of the Administration and the Board pending the final outcome of the grievance.
5. This procedure is to assure equitable and proper treatment under the existing laws and this contract is not designed to be used for changing such laws and contract or establishing new ones.
6. All documents dealing with the processing of a grievance shall be kept in a separate grievance file and shall not be kept in the personnel file of any of the participants.

III. Procedures

1. The aggrieved person shall, within 25 school days of the occurrence, present the grievance in writing to the Chief School Administrator. This document shall include:
 - a. The nature of the Grievance and date occurred.

The specific section or sections of this Agreement, Board Policy, or administrative decision alleged to have been violated, misinterpreted or misapplied.

The results of the previous discussions.

- d. The employees' dissatisfaction with the decision previously rendered.
 - e. The specific relief sought.
2. The Chief School Administrator shall investigate the grievance and give his decision in writing within five (5) school days to the aggrieved person.
 3. If the aggrieved person is not satisfied with the disposition of the grievance or if no decision is made, shall, within five (5) school days after filing pursuant to number one (1), request a review by the Board. The request shall be submitted in writing through the Chief School Administrator who shall attach all records of the grievance and forward the same to the Board. Within thirty (30) days the Board or Committee of the Board shall review the grievance, hold a meeting with the aggrieved if requested, and render the decision in writing.
 4. If the Association is not satisfied with the Board's disposition of the grievance and the grievance concerns an alleged violation of the express written terms of the contract, it may, within five (5) school days of the Board's decision (or 35 days from when the grievance was presented to the Board, whichever is sooner), submit the grievance to the advisory non-binding arbitration using the service of the Public Employment Relations Commissioner (PERC).
 - a. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a written commitment from said arbitrator to serve.
 - b. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time, a request for a list of arbitrators shall be made to PERC. The parties shall be bound by the rules and proceedings of PERC.
 5. The arbitrator shall be limited to the issues submitted to him, and shall not add to, subtract from or modify the terms of the agreement. The only grievances which may be arbitrated are those which allege that there has been a violation of the express written terms of the locally negotiated agreement. The arbitrator shall have no authority to rule on grievances on Board policies, administrative decisions, or statutes and regulations.
 6. The award of the arbitrator shall be advisory.
 7. Arbitration meetings will be held at times other than the regular school day, unless otherwise mutually agreed upon.

ARTICLE XIII

A. Each full-time teacher, psychologist, social worker and school nurse shall be entitled to eleven (11) sick days per school year.

B. An eligible person who reports to work but leaves ill before 11 a.m. shall be charged with a full sick day; if a person leaves ill between 11 a.m. and 2 p.m., one-half sick day shall be charged; if a person leaves ill after 2 p.m. there shall be no charge of any part of a sick day.

C. Part-time eligible persons shall receive sick days based upon the number of days normally worked:

4 days 4/5 of 11 days

3 days 3/5 of 11 days

2 days 2/5 of 11 days

1 day 1/5 of 11 days

ARTICLE XIV

PREPARATION TIME

Classroom teachers will have preparation time while Music, World Language and Art are being taught by a specialist in their classrooms.

Preparation time shall be utilized for professional activities only, including, but not limited to, lesson planning, grading papers, parent conferences, etc.

The provisions of this Article shall not be interpreted to require or compel the Board to continue programs of Art, World Language or Music, nor shall they be interpreted to require the Board to retain substitutes in the absence of such specialists.

ARTICLE XV**MATERNITY LEAVE**

Any teacher becoming pregnant, upon written request, shall be granted maternity leave, without subject to the following limitations:

1. **The Board reserves the right to require medical proof of disability before granting leave;**
2. **If, in the Board's opinion, a pregnant teacher's job performance is declining or her health is in jeopardy, the Board reserves the right to require a physical examination. If, in the opinion of an examining physician, her health may be jeopardized by continued employment, she may be placed on maternity leave immediately.**

Maternity leave for non-tenured teachers may be granted on a case-by-case basis and may, at the discretion of the Board, be denied. Maternity leave granted to a non-tenured teacher shall not be included in the computation of services for tenured determination.

On completion of any leave granted to a non-tenured teacher, reinstatement shall occur at the beginning of the next school year following termination of leave. Nothing herein shall obligate the Board to rehire any teacher who has not acquired tenure at the time of commencement of maternity leave.

Maternity leave shall be granted to tenured teachers through the end of the school year in which it is granted. If a teacher is intending to request maternity leave for the following year, the teacher must, not later than April 15, make that request to the Chief School Administrator. Upon failure to notify the Chief School Administrator of such request, the teacher shall be expected to return at the September school opening following the birth. Requests for an extension beyond the end of the school year in which the birth applies shall be reviewed by the Board on a case-by-case basis and may or may not be granted at the discretion of the Board.

Any teacher commencing sick leave who is physically disabled as a result of a maternity disability (as certified by a physician or in accordance of the provisions of Statute and Case Law) may elect to use all, part or none of her accumulated sick leave during said disability. If granted pursuant to the provisions of her contract, maternity leave without pay may commence at the conclusion of such disability. If a teacher is on sick leave and is granted maternity leave prior to the onset of physical disability, no accumulated sick leave shall be available to that teacher during maternity leave. It is clearly understood that once maternity leave without pay commences, the use of remaining accumulated sick leave shall not be permitted.

Under no circumstances shall a teacher, who is granted maternity leave without pay, be permitted to return to teaching duties until the commencement of the year following the end of the maternity leave granted to her.

CHILD CARE LEAVE. In the event a teacher adopts a child, the provisions of this Article shall apply.

ARTICLE XVIEXTRA CURRICULAR TEACHING DUTIES

Beginning with the 2005-2006 school year and for the duration of this contract, the following stipends will be paid:

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Girls and Boys Soccer Coaching	\$1,360	\$1,420	\$1,485
Girls and Boys Basketball Coaching	\$1,570	\$1,640	\$1,715
All other Coaching including Intramural Coaching	\$1,150	\$1,200	\$1,255
Cheerleading	\$1,360	\$1,420	\$1,485
Student Council	\$1,255	\$1,310	\$1,370
Yearbook	\$ 625	\$ 655	\$ 685
A.M. Research/Computer Program	\$ 940	\$ 980	\$ 1,025
P. M. Research/Computer Program	\$ 940	\$ 980	\$1,025
Register	\$1,150	\$1,200	\$1,255
Coordinator of National School Lunch Program	\$ 365	\$ 380	\$ 395
Ski Club Coordinator (per trip)	\$ 105	\$ 110	\$ 115
Holiday Show Program	\$1,360	\$1,420	\$1,485
Sporting Events Monitor*	\$ 80	\$ 85	\$ 90

* **Note:** The current Sporting Events Monitor shall continue to be paid on a monthly basis. This exception does not apply to any other stipends listed above or to any future Sporting Events Monitor.

ARTICLE XVII

SALARIES

A. The salaries of all persons covered by this agreement shall be as set forth in schedule A, B and C attached hereto for the school years beginning 2005 through 2008. Full-time teachers who had been on the top step of the guide for at least one (1) year and have been employed in the district for ten (10) years shall receive an additional payment of \$3,000 per year of this contract. Part-time teachers who have been on the top step of the guide for one (1) year and employed for ten (10) years in the district, shall receive a pro-rated payment (e.g., a 3/5ths teacher will receive \$1,800.)

B. An additional Three Hundred Dollars (\$300.00) for each approved nine (9) credits of in service training towards Masters and Masters Plus 30 shall be paid in addition to the salary guide amounts.

C. Longevity shall be paid for the years of teaching in the South Hackensack School system for each of the years of this Agreement as follows:

	2005-2008
1. 16 - 19 years	\$1,300
2. 20 - 25 years	\$1,500
3. 26 - 30 years	\$1,700
4. Over 30 years	\$1,900

Longevity will be pro-rated for part-time employees, i.e. four (4) days equals 4/5's, three (3) days equals 3/5, etc.

D. The gym teacher shall receive a uniform allowance of \$150 each year of the contract.

E. The salary guide for 2005-2006 is created by eliminating Step 1 on the 2004-2005 salary guide and adding a step between Step 14 and Step 15. Accordingly, all staff members on guide will remain on the same numerical step, e.g. a teacher on Step 1 of the 2004-2005 salary guide shall remain on Step 1 on the 2005-2006 salary guide.

SALARY SCHEDULE A2005 - 2006 **

Step	BA	MA	MA+30
1	38,000	42,700	54,685
2	38,250	42,800	54,785
3	38,500	42,900	54,885
4	38,850	43,000	54,985
5	40,700	45,000	56,835
6	42,900	47,500	60,120
7	45,000	50,000	62,355
8	46,015	51,515	64,330
9	51,000	55,000	69,475
10	52,390	57,500	70,590
11	56,640	58,800	74,840
12	60,340	63,540	78,040
13	64,340	69,500	81,290
14	68,340	74,000	84,440
15	74,000	80,000	89,000

** For an employee on Step 15 – See Article XVII, Item A.

SALARY SCHEDULE B2006 - 2007 **

Step	BA	MA	MA + 30
1	39,000	43,700	55,685
2	39,300	43,850	55,835
3	39,600	44,000	55,985
4	40,250	44,400	56,385
5	41,500	45,250	57,635
6	43,725	47,750	60,945
7	45,850	50,500	63,205
8	48,900	52,000	67,215
9	49,500	53,800	67,975
10	54,825	58,000	73,025
11	56,400	61,500	74,600
12	61,540	63,500	79,240
13	65,940	67,500	82,890
14	70,340	75,000	86,440
15	76,000	82,000	91,000

** For an employee on Step 15 – See Article XVII, Item A.

SALARY SCHEDULE C2007-2008**

Step	BA	MA	MA + 30
1	40,100	44,700	56,500
2	40,200	44,750	57,000
3	40,300	45,000	57,500
4	41,100	45,250	59,000
5	42,000	45,750	61,000
6	43,850	48,000	63,500
7	46,000	50,650	65,970
8	49,100	53,500	68,980
9	51,500	56,000	71,910
10	54,190	59,000	74,920
11	57,900	62,100	77,930
12	61,900	66,675	80,940
13	66,500	70,000	83,960
14	71,900	76,560	87,980
15	77,560	83,560	92,560

** For an employee on Step 15 – See Article XVII, Item A.

DURATION OF AGREEMENT

A. Duration period

This Agreement will be effective as of July 1, 2005 and shall continue in effect until June 30, 2008, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

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

EDUCATION ASSOCIATION OF

SOUTH HACKENSACK BOARD OF

SOUTH HACKENSACK

EDUCATION

BY: _____
President

BY: _____
President

BY: _____
Secretary

BY: _____
Secretary

DATED: _____

DATED: _____