

AGREEMENT

Between the

HASBROUCK HEIGHTS EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF HASBROUCK HEIGHTS

Board of Education

BERGEN COUNTY, NEW JERSEY

(Employer)

X July 1, 1981 to June 30, 1983

LIBRARY
Institute of Management and
Labor Relations

DEC 7 1981

RUTGERS UNIVERSITY

PREAMBLE

This agreement entered into this 1st day of July, 1981, by and between the Board of Education of Hasbrouck Heights, the town of Hasbrouck Heights, New Jersey, hereinafter called the "Board," and the Hasbrouck Heights Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Hasbrouck Heights School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to offer advice to school administrators regarding the formulation of policies and programs designed to improve educational standards, and

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement, be it

RESOLVED, in consideration of the following mutual covenant, it is hereby agreed as follows:

PART ONE

ARTICLES APPLICABLE TO ALL BARGAINING UNIT MEMBERS

ARTICLE ONE

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 personnel whether under contract, on leave, employed or to be employed by the Board, including:
1. Classroom and all other teachers
 2. Nurses
 3. Librarians
 4. Guidance Counselors
 5. Secretarial Personnel
 6. Custodians
 7. Maintenance Personnel
 8. Matrons
- B. Unless otherwise indicated, the term "employees" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiation unit as above defined.

ARTICLE TWO

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall not begin later than October 4 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, to be signed by the Board and the Association, and to be adopted by the Board and the Association. No portion of this agreement shall be subject to change during the term of this agreement. Discussion for purposes of clarification only may be initiated by either party through submission of a written request for discussion of a specific item or items.

- B. Both parties shall submit their negotiations proposals in writing.
- C. Any request for additional money or benefit for any group of employees or individual employees shall be made through the regular Board-employee negotiating team process. Once the items for negotiations are agreed upon, no further requests regarding such matters shall be honored.

A R T I C L E T H R E E

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or any other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Law or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

A R T I C L E F O U R

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings when requested by the Board or its representative, he shall suffer no loss of pay.

- B. The Association and its representatives shall have the right to use school buildings for meetings. The principal of the building in question shall be notified at least two days in advance, when possible. Approval shall not unreasonably be withheld.
- C. With the approval of the principal, the Association shall have the right to use school facilities and equipment. The Association shall use its own materials and supplies incident to such use, and be responsible for any repairs necessitated as a result thereof.
- D. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the principal, but no approval shall be required.
- E. The Association shall have the right to use school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

A R T I C L E F I V E

PROFESSIONAL DEVELOPMENT AND PROFESSIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its staff the responsibility for the upgrading and updating of employee performance and attitudes. The Board and the Association support the improvement of instruction.
- B. The Board agrees to pay reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is requested to take by the administration.

A R T I C L E S I X

RETIREMENT STIPEND

At retirement, an employee shall receive a payment of thirty dollars (\$30) for every accumulated sick day not used.

A R T I C L E S E V E N

SALARIES

- A. The salaries of all employees covered by this agreement are set forth in Schedules A, B, C, D, E, and F which are attached hereto and made a part hereof.
- B. It shall be clearly understood by both parties that these salary schedules do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause any and all employment, adjustment and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:
1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
 2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
 3. The Board will not take necessary formal action until a date subsequent to the above meeting.
 4. If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written notice of such action, together with the reasons therefor, to the employee concerned.

This procedure is in accordance with New Jersey Statutes Annotated, Title 18A: 29-14.

- C.
1. All employees shall be paid in equal semi-monthly installments, as set forth in Schedule E.
 2. Employees may individually elect to have ten percent (10%) deducted from each of their semi-monthly salary checks. Money will be refunded by check not later than June 30 of the school year. Upon death, immediate refund will be given to the estate of the employee. Upon termination by/of the employee, refund will be given on last day of employment.
 3. All ten month employees shall receive their final check on the last day of the school year.

ARTICLE EIGHT

SICK LEAVE

- A. As of September 1, 1973, all employees employed shall be entitled to thirteen (13) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Employees shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.

ARTICLE NINE

TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
 - 1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours, but these days may not be taken prior to or immediately following a legal holiday or school vacation. Application to the employee's 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. Unused personal business days will be added to the cumulative sick leave total, as allowable by law.
 - 2. Up to one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
 - 3. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required by law to attend.
 - 4. Up to five (5) days, including weekends, at any one time in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household.

5. Time necessary but not to exceed ten (10) working days for persons called into temporary active duty for any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his regular pay in addition to any pay which he receives from the state or federal government.
6. If required to serve on jury duty, no employee shall suffer any loss of pay. Any remuneration received from service on jury duty shall be returned to the district.

A R T I C L E T E N

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to one (1) employee designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay of up to two (2) years shall be granted to any 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 accepts a Fulbright Scholarship.
- C. 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 service and three (3) months thereafter, or three (3) months after recovery of any wounds or sickness at time of discharge.
- D. Child Rearing Leave: In the case of a birth or adoption placement of a child or for the care of a pre-school age child, any employee shall be entitled to a leave without pay for child rearing purposes.

In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.

In the case of female employees, the application for child rearing leave may be made to become effective immediately upon termination of the anticipated disability leave.

Child rearing leave shall be granted for a period of up to the end of the school year in which the leave begins, but such leave shall, upon the request of the employee, be extended for one additional year. Requests for extensions of such leaves must be made at least one (1) month prior to the expiration of the first period thereof.

- E. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return.
- F. All extensions or renewals of leaves shall be applied for and granted in writing.
- G. All requests for leaves or extensions shall be made in writing at least 30 days prior to the desired commencement, except in mutually agreed upon emergencies.

A R T I C L E E L E V E N

PERSONAL AND ACADEMIC FREEDOM

- A. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state, or federal law.
- B. It is understood that materials considered controversial by some groups may, of necessity, be introduced as a part of appropriate classroom presentations. The building principal should be informed of any planned presentations.

A R T I C L E T W E L V E

INSURANCE PROTECTION

- A. The Board shall provide the New Jersey State Health Benefit Plan. The Board shall pay the full premium for each employee and 100% family coverage where applicable.
- B. Beginning July 1, 1982, the Board shall provide, at its expense, a full family dental plan as hereinafter described:
 - 1. New Jersey Dental Service Plan.
 - 2. 100% payment - preventive and diagnostic treatment.
 - 3. 70% payment - remaining basic benefits.
 - 4. 50% payment - prosthodontic benefits.
 - 5. Maximum payment per employee per year - \$1000.
 - 6. 50% payment - orthodontic benefits a maximum benefit of \$500 per case.

- C. The Board shall provide to each employee a description of the health-care insurance coverage under this Article when such literature is made available by the insurance carrier.

A R T I C L E T H I R T E E N

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees dues for the Hasbrouck Heights Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15,9e) and under rules established by the State Department of Education. A check for such monies to the Hasbrouck Heights Education Association should be drawn by the School Business Administrator to the Board of Education and forwarded to the treasurer of the Hasbrouck Heights Education Association who will send the proper amount to each of the various associations.
2. 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.

A R T I C L E F O U R T E E N

GRIEVANCE PROCEDURE

Both parties consent that the grievance procedure agreed upon by the Board and the Association shall not be changed or amended in any way for the length of this contract or one year.

- A. Good relations between the Board and staff are enhanced when there is an orderly and clearly defined procedure for the consideration and disposition of grievances which may arise between members of the staff and their superiors or between staff members and the Board.
- B. A grievance is a claim by an employee or the Association or a group of employees regarding the interpretation, application, or violation of the agreement between the Board and the Association, policies, or administrative decisions affecting the employee or

a group of employees. A grievance shall apply only in cases for which no other statutory remedy is provided. Therefore, no grievance can be brought regarding such items as: failure to retain non-tenure teachers (a problem for which a specific remedy is provided by law) or a situation upon which the Commissioner of Education has ruled or has the power to rule.

It is understood that all employees, including the grievant, will continue under the direction of the superintendent and administrators, regardless of the pendency of any grievance until such grievance has been settled.

The Board retains the right to alter its policies as conditions may require.

- C. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- D. An "aggrieved person" is the person or group making the claim of a grievance.

PROCEDURE

LEVEL 1. Any aggrieved person who has a grievance shall discuss it first with his principal or immediate superior in an attempt to resolve the difference.

If the matter is not resolved by discussion, the aggrieved person shall submit his grievance in writing to the principal. The principal in turn will notify the aggrieved person of his decision in writing within five (5) calendar days after the receipt of the written grievance, on condition that five (5) school days remain before a lengthy recess period. If five (5) school days do not remain, the principal's decision will be submitted within fifteen (15) days.

LEVEL 2. If the aggrieved person is not satisfied with the principal's decision, the grievance may be filed in writing to the president of the Association. A committee designated by the president will consider the grievance. Within five (5) days after the grievance was received, the committee will notify the aggrieved person if it believes the grievance has merit. If it decides that it does, the grievance will be submitted to the superintendent in writing appealing the principal's decision with a copy of the decision to appeal given to the principal. Within ten (10) days the superintendent will submit a decision in writing, with supporting reasons, to the aggrieved person and a copy of this decision will be sent to the principal.

If the Association committee decides that the grievance is without merit, it will so advise the aggrieved person in writing. An aggrieved person whose grievance has been declared without merit by the Association shall not be denied the right to continue the appeal through the next levels. If such an appeal is made by the aggrieved person, it will be without the support of the Association, with any expenses incurred to be borne by the aggrieved person.

LEVEL 3. If the aggrieved person is not satisfied with the disposition of his grievance at Level 2, he may request, through the superintendent, that the grievance be heard by the Board. The Board shall hear the grievance and make a decision at the next regular meeting and inform the aggrieved person, in writing, of its decision.

LEVEL 4. If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, he may request in writing that the grievance be submitted to advisory arbitration. The request shall be submitted to the Board and the Association. Within ten (10) days after the receipt of the request, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator.

The arbitrator so selected shall confer with representatives of the Board and the Association, and hold hearings promptly and shall issue his recommendation no later than twenty (20) days from the date of the close of the hearings. Such recommendation shall be in writing and submitted to the Board and the Association.

The costs of such arbitration shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. Rights of Employees to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected by the Association. A representative of the Association shall have the right to be present as an observer.

F. Miscellaneous

If in the judgment of the Association, a grievance affects a group that encompasses more than one school, it may submit the grievance in writing to the superintendent directly and the processing of such a grievance shall be commenced at Level 2.

ARTICLE FIFTEEN

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status. The Board agrees to notify the members of the Association of any positions open so that qualified people may apply.
- B. This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. Copies of this agreement shall be mimeographed. One half of the cost of secretarial and legal fees will be borne by the Board of Education; one half by the Hasbrouck Heights Education Association. This agreement shall be presented to all employees now employed, hereinafter employed, or considered for employment by the Board.
- D. 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 at the following addresses:
1. If by Association, to the Board at the Administration Building, 379 Boulevard, Hasbrouck Heights, N.J. 07604.
 2. If by the Board, to the Association President of the Hasbrouck Heights Education Association at the appropriate school, Hasbrouck Heights, N. J. 07604.
- E. The Board of Education on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Jersey and of the United States.

ARTICLE SIXTEEN

REPRESENTATION FEEA. 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 member for that membership year. The representation fee to be paid by nonmembers 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 B 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 possibly, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin 30 days after the employee begins his or her employment in a bargaining unit position.

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his or 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 teacher 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 SEVENTEEN

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or any group of employees is held to be contrary to law, then such provision or applications 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.

PART TWO

ARTICLES APPLICABLE TO TEACHING STAFF MEMBERS ONLY

ARTICLE ONE - TEACHER

TEACHING HOURS AND TEACHING LOAD

- A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
2. The required arrival and departure time for all teachers shall be at least ten (10) minutes before the student arrival time and no less than fifteen (15) minutes after the scheduled departure of students except as indicated in 3 and 4 below if the teacher deems it necessary to detain a student after school.
3. In the high school, a schedule shall be arranged by the principal to allow for a period of one hour per week for tutorial instruction by each teacher without monetary compensation to the teacher.
4. Any teacher who is requested by his principal or the superintendent to work beyond his regular contract year shall be compensated on an hourly basis.
5. Teachers authorized by the superintendent of schools to work after the termination of the school day involving curricula development activities shall be compensated at the rate of \$10.00 per hour.
- B. 1. When possible, the daily teaching load in the high school shall be five (5) teaching periods and shall not exceed six (6) periods of pupil contact per day. Study hall is to be considered a pupil contact period.
2. The five (5) hour pupil concept shall be maintained for all teachers. However, as this affects the kindergarten teachers, exceptions may be made as necessity dictates. Under no circumstances shall any day exceed 5½ hours of pupil contact for kindergarten teachers.
3. Every teacher shall plan lessons and submit written plans to the principal. Teachers may exercise initiative and flexibility in the teaching techniques they wish to use.
4. The teacher shall, before leaving the building after the day's work is closed on Friday, have an outline of the proposed work for the following week. These plans must be in sufficient detail and clarity so that a substitute coming into the room can carry on the work effectively. Plans will include schedule and seating chart.

- C. 1. Teachers shall have a daily duty-free lunch period for a minimum of one (1) hour.
2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period.
- D. 1. Unless they are deemed essential by the principal, meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any day preceding any holiday, or other days upon which teacher attendance is not required at school.
2. An association representative may speak to the teachers at the end of any faculty meeting for approximately 15 minutes on the request of the representative.
3. Teachers shall have the opportunity to suggest items for the agenda of any faculty meeting.
4. Teachers may be required to attend only four (4) evening assignments or meeting each school year. Any further evening assignment must be compensated.
- E. 1. Classroom teachers shall, in addition to their lunch period have daily preparation time during the school day during which they shall not be assigned to any other duties as follows:
- Elementary Schools - when classes are under direction of special teachers: art, music, physical education, etc.
- High School - one period (42 minutes)
2. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers may be used as substitutes during their non-teaching time. Assigned teachers shall be paid at the rate of \$5.00 per hour or any fraction thereof for the 1978-79 school year and \$7.50 per hour or fraction thereof beginning July 1, 1979. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible within the areas of certification of the absent teachers and those who substitute for them.
3. The Board agrees to maintain an adequate list of substitutes for teachers, including art, music and physical education, and nurses, when available.
- F. Exceptions to the provision of Sections A, B, C, D, and E, which are part of this contract may be made only in cases of necessity. A disagreement over whether an exception is justified shall be subject to the grievance procedure.

ARTICLE TWO - TEACHER

NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
- B. 1. Teachers shall not be required to perform the following duties:
- a. Collecting money from students except for banking, school insurance, field trips, PTA dues, school picture money, and lunch program money.
 - b. Keeping attendance registers. However, teachers must keep a record of class attendance.
 - c. Correcting standardized tests which can be machine scored.
2. Teachers shall not be permitted to drive students to activities which take place away from school buildings. A teacher may do so, however, with the advance approval of the superintendent. He shall be compensated at the rate of \$7.00 per round trip.

Transportation must be by public carrier. If a group is too small to justify a public carrier, any adult (teacher or parent) transporting students must have submitted to the office of the superintendent of schools a copy of his insurance policy indicating that he has at least \$100,000 to \$300,000 liability coverage.

PART THREE

ARTICLES APPLICABLE TO CUSTODIAL AND MAINTENANCE STAFF ONLY

ARTICLE ONE - CUSTODIAL/MAINTENANCE

Working Hours

- A. The regular work week shall be forty (40) hours for all full-time maintenance-custodial employees.
- B. All custodial-maintenance employees shall receive time and one-half for overtime beyond eight (8) hours per working day and double time for overtime on Sundays and legal holidays.
- C. All custodial-maintenance employees shall be required to report to schools in emergency or snow-day situations if so directed by the Superintendent of Buildings and Grounds.
- D. Any custodian or maintenance employee called back to work on an emergency basis, shall be paid for a minimum of two (2) hours of the applicable overtime rate.

ARTICLE TWO - CUSTODIAL/MAINTENANCE

VACATIONS

Vacations will be scheduled for twelve-month full-time employees as follows:

- A. First year personnel - One working day for each full month of service up to a maximum of ten (10) working days.
- B. Over one year of service - Fifteen (15) working days.
- C. After fifteen full years - twenty (20) working days.
- D. Each twelve-month employee shall be entitled to vacation with pay.
- E. The vacation period of maintenance men and custodians shall be left to the discretion of the Superintendent of Buildings and Grounds and be subject to the approval of the Superintendent of Schools or the School Business Administrator and the Buildings and Grounds Committee or other proper committee of the Board.

- F. Custodian and maintenance employees shall be entitled to the following legal holidays: Fourth of July, Labor Day, Columbus Day, Election Day, Veterans Day, Convention Days, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter Monday, Memorial Day; however, when schools are closed, the Superintendent of Buildings and Grounds shall determine the work schedule subject to the approval of the School Business Administrator and, finally, the Superintendent of Schools. Members of the Association shall receive a holiday schedule in advance of each school year.
- G. In any event, the personnel covered by this Agreement shall have no fewer than eighteen (18) holidays.

ARTICLE THREE - CUSTODIAL/MAINTENANCE

SALARIES

- A. Maintenance men or custodians employed for ten months will receive salaries pro-rated on a twelve-month basis.
- B. All personnel required to work between the hours of 5:00 p.m. and 7:00 a.m. shall receive additional compensation of 5% per year.
- C. Extra pay for extra work shall be given as follows:
- | | |
|---|----------|
| Supply Room - High School | \$500.00 |
| Twenty-four Hour Emergency Availability | 750.00 |
- D. Longevity - All maintenance men and custodians having worked twenty (20) years in the Hasbrouck Heights system shall have the sum of \$400 added to their salaries beginning with the twenty-first year, on or after July 1st of the school year. This amount will be pro-rated in the case of ten-month employees.

ARTICLE FOUR - CUSTODIAL/MAINTENANCE

LEAVES OF ABSENCE

- A. Leave of absence without pay may be granted upon request to any tenured employee covered by this Agreement for a period not to exceed one year. Said leave may be extended upon request.

ARTICLE FIVE - CUSTODIAL/MAINTENANCE

TENURE

After three (3) years of uninterrupted continuous service, each employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960 (18A: 17-3 and 18A: 17-4).

ARTICLE SIX - CUSTODIAL/MAINTENANCE

SENIORITY

- A. School district seniority for tenured employees shall be defined as service by said employee in the school district. An appointed employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently re-hired by the school district.
- B. In the event of a Reduction in Force, including reductions caused by the discontinuance of a facility or district re-location, the employee shall be laid off in the inverse order of seniority of the employee.
- C. In the event that a vacancy occurs, a laid off employee shall be entitled to recall thereto, in the order of his/her school district seniority within 90 days of the RIF.

PART FOUR

ARTICLES APPLICABLE ONLY TO SECRETARIES

ARTICLE ONE - SECRETARY

Working Hours

- A. The regular work week shall be thirty-five (35) hours for all full-time employees.
- B. All secretaries shall be entitled to a one-hour lunch period.
- C. Part-time employees' hours shall be mutually agreed to by the employee and superintendent of schools or school business administrator.

ARTICLE TWO - SECRETARY

Vacations (12-Month Employees Only)

Vacations will be scheduled for twelve-month full-time employees as follows:

- A. First year personnel - one working day for each full month of service up to a maximum of ten (10) working days.
- B. Over one year of service - three calendar weeks.
- C. After fifteen full years - one month's vacation.
- D. Each twelve-month employee shall be entitled to vacation with pay. After one-year, vacation weeks may be taken consecutively or in part. Vacations will be taken during July and August. Exceptions to this policy must be made with the approval of the Superintendent of schools or the school business administrator.
- E. Summer vacation schedules should be arranged with the immediate supervisor and forwarded to the superintendent of schools for approval. Provision must be made for essential office services to continue during vacation periods.
- F. With the exception of the Winter and Spring recesses, full-time secretaries are entitled to the same calendar as the teachers. Twelve-month secretaries shall also be given Independence Day. If that day falls during an employee's vacation period, the employee shall receive an extra day off.

ARTICLE THREE - SECRETARY

SALARIES

- A. Secretaries employed for ten months will receive salaries pro-rated on a twelve month basis.
- B. Longevity -- All secretaries having worked twenty (20) years in the Hasbrouck Heights system shall have the sum of \$400 added to their salaries beginning with the twenty-first year. The amount will be pro-rated in the case of ten-month employees.

ARTICLE FOUR - SECRETARY

LEAVES OF ABSENCE

Secretaries shall be given the time necessary to attend the NJEA Convention without any loss in pay or other advantage consistent with 18A: 31-2.

ARTICLE FIVE - SECRETARY

PROMOTION

All qualified secretarial personnel shall be given adequate opportunity to make application for promotional and/or new positions. Employees who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice.

ARTICLE SIX - SECRETARY

SENIORITY

- A. Seniority: School district seniority for tenured secretaries, excluding the executive secretaries, shall be defined as service by said employee in the school district. An appointed employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.

- B. In the event of a Reduction in Force, including reductions caused by the discontinuance of a facility or district relocation, the employee shall be laid off in the inverse order of seniority of the employee.
- C. In the event that a vacancy occurs, a laid off employee shall be entitled to recall thereto, in the order of his/her school district seniority within 90 days of the RIF.

SCHEDULE A

Hasbrouck Heights Public Schools

TEACHERS SALARY GUIDE1981-82

<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u> <u>B.A.+30</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	13,050	13,400	13,800	14,150	14,500
2	13,350	13,700	14,100	14,500	14,900
3	13,700	14,050	14,450	14,900	15,400
4	14,050	14,400	14,800	15,350	15,900
5	14,450	14,800	15,300	15,800	16,400
6	14,850	15,250	15,750	16,250	16,950
7	15,300	15,800	16,300	16,800	17,600
8	15,800	16,300	16,800	17,300	18,200
9	16,300	16,800	17,300	17,800	18,800
10	16,800	17,300	17,800	18,300	19,450
11	17,300	17,800	18,300	18,800	20,100
12	17,850	18,350	19,000	19,700	21,000
13	19,000	19,400	20,000	20,800	22,000
14	20,725	21,175	22,125	22,800	24,225
15	22,750	23,150	24,550	25,250	26,850

Doctorate Degree in Field -- MA+30 step plus \$600.00 additional award.

Longevity -- \$400.00 for 20 years of teaching experience.

SCHEDULE B

Hasbrouck Heights Public Schools

TEACHERS SALARY GUIDE1982-83

<u>Step</u>	<u>B.A.</u>	<u>BA+15</u>	<u>MA BA+30</u>	<u>MA+15</u>	<u>MA+30</u>
1	13,875	14,225	14,625	14,975	15,325
2	14,175	14,525	14,925	15,325	15,725
3	14,525	14,875	15,275	15,725	16,225
4	14,875	15,275	15,625	16,175	16,725
5	15,275	15,625	16,125	16,625	17,225
6	15,675	16,075	16,575	17,075	17,725
7	16,176	16,675	17,175	17,675	18,375
8	16,675	17,175	17,675	18,175	19,075
9	17,175	17,675	18,175	18,675	19,675
10	17,675	18,175	18,675	19,175	20,325
11	18,400	18,950	19,500	20,000	21,000
12	19,000	19,500	20,000	21,000	22,000
13	20,000	20,500	21,000	22,000	23,500
14	22,075	22,525	23,525	24,200	25,675
15	24,550	24,950	26,450	27,150	28,850

Doctorate Degree in Field -- MA+30 step plus \$600.00 additional award.

Longevity -- \$400.00 for 20 years of teaching experience.

SCHEDULE C

Hasbrouck Heights Public Schools

SECRETARIAL SALARY GUIDE1981-82

<u>Step</u>	<u>General</u>	<u>Executive</u>
1	\$ 7,875	\$ 8,950
2	8,200	9,300
3	8,550	9,675
4	8,950	10,050
5	9,350	10,550
6	9,850	11,050
7	10,350	11,550
8	11,775	13,000

1982-83

1	8,475	9,550
2	8,800	9,900
3	9,150	10,275
4	9,550	10,650
5	9,950	11,150
6	10,450	11,650
7	11,550	12,775
8	12,775	14,000

Longevity -- \$400.00 for 20 years of service in Hasbrouck Heights District.

SCHEDULE D

Hasbrouck Heights Public Schools

CUSTODIAL/MAINTENANCE GUIDE

1981-82

<u>Steps</u>	<u>Custodians</u>	<u>Maintenance</u>
1	\$ 9,500	\$ 10,250
2	9,900	10,750
3	10,400	11,250
4	10,950	11,850
5	11,475	12,550
6	12,050	13,350
7	13,450	14,400

1982-83

1	\$10,000	\$10,750
2	10,400	11,250
3	10,900	11,750
4	11,450	12,350
5	11,975	13,050
6	12,700	14,250
7	14,475	15,425

1981-82

Head Maintenance Man	\$15,417
Assistant Superintendent of Buildings and Grounds	15,417

1982-83

Head Maintenance Man	\$16,496
Assistant Superintendent of Buildings and Grounds	16,496

Longevity -- \$400.00 for 20 years of service in Hasbrouck Heights District.

SCHEDULE E.PAY SCHEDULE1981-82

September	15	30
October	15	30
November	10	25
December	10	23
January	14	29
February	11	26
March	15	29
April	8	30
May	14	28
June	15	Last day of school

Twelve month employees will be paid September through June as stated above. July and August payments will be adjusted to meet the vacation schedule.

SCHEDULE FSALARY GUIDE SUPPLEMENT
SPECIAL SCHOOL ADVISERSA. High School

Advisers of each active extra-curricular organization in the high school as certified by the high school principal shall be compensated at the rate of \$200 per year, with the exception of those listed below.

An active organization shall be defined as one which:

1. Meets at least once a month or ten times a year.
2. Has a written policy setting forth its objectives and goals.

All organizations will be required to submit an annual report on May 15 of each year covering:

1. Enrollment in the organization.
2. The number and dates of meetings.
3. A summary and evaluation of the year's activities.

Compensation shall be paid in one installment on June 15 provided that the report of the activity has been submitted to the superintendent of schools and the organization's accounts have been audited by the School Business Administrator.

It is understood that the number and type of extra-curricular organizations will vary from year to year as student interests dictate.

The major activities listed below which carry greater responsibility than the organizations described above will be evaluated regularly and suitable compensation recommended annually.

From July 1, 1981 through June 30, 1983 the following table of payments will prevail for such activities:

Yearbook	\$550	Dramatic Club & Senior Play	\$ 600
Pilot	400	Senior Financial Adviser	250
Public Speaking & Debating	550	Director of Instrumental Music	1320
Student Council	200	Director of Vocal Music	1320
Chairman of Dances \$15 per night		Chairmen, Class Advisers (3)	200 ea.
Chaperones at Dances \$7 per night		Senior Class Advisor Chairman	250
Driver Training \$6/hr - 1981 - 1982		National Honor Society	200
Driver Training \$6.50/hr - 1982-83		Key Club/Keyettes	250 ea.
		C.O.E., D.E. Coordinators	700 ea.

B. Elementary Schools

<u>Euclid & Lincoln Schools</u>		<u>Franklin School</u>	
Director of Vocal Music	300	Student Council	200
Safety Patrol	300	Future Teachers	200
Librarian	300	Cheerleaders	200
Audio Visuals	300	Music Director	450

SCHEDULE C

	$\frac{1}{2,250}$	$\frac{2}{2,350}$	$\frac{3}{2,450}$	$\frac{4}{2,550}$	$\frac{5}{2,650}$	$\frac{1}{2,475}$	$\frac{2}{2,575}$	$\frac{3}{2,675}$	$\frac{4}{2,775}$	$\frac{5}{2,875}$
Athletic Director	2,250	2,350	2,450	2,550	2,650	2,475	2,575	2,675	2,775	2,875
Football, Head	1,800	1,900	2,000	2,100	2,200	2,000	2,100	2,200	2,300	2,400
Football, Assistants	1,050	1,150	1,250	1,350	1,450	1,175	1,275	1,375	1,475	1,575
Basketball, Head Boys/Girls	1,450	1,550	1,650	1,750	1,850	1,600	1,700	1,800	1,900	2,000
Basketball, Assistant	850	950	1,050	1,150	1,250	950	1,050	1,150	1,250	1,350
Basketball, Head, Softball	1,350	1,450	1,550	1,650	1,750	1,500	1,600	1,700	1,800	1,900
Baseball, Assistants	750	850	950	1,050	1,150	850	950	1,050	1,150	1,250
Soccer, Head	1,200	1,300	1,400	1,500	1,600	1,300	1,400	1,500	1,600	1,700
Cross Country, Gymnastics	825	925	1,025	1,125	1,225	925	1,025	1,125	1,225	1,325
Track, Head	1,275	1,375	1,475	1,575	1,675	1,425	1,525	1,625	1,725	1,825
Track, Assistants	750	850	950	1,050	1,150	850	950	1,050	1,150	1,250
Wrestling, Head	1,350	1,450	1,550	1,650	1,750	1,500	1,600	1,700	1,800	1,900
Wrestling, Assistant	750	850	950	1,050	1,150	850	950	1,050	1,150	1,250
Bowling, Golf, Head	750	800	850	900	950	850	900	500	1,000	1,050
Tennis, Head, Boys/Girls	750	850	950	1,050	1,150	850	950	1,050	1,150	1,250
Cheering	800	850	900	950	1,000	950	1,000	1,050	1,100	1,150
Color Guard, Twirling	250	300	350	400	450	300	350	400	450	500
Franklin School Basketball	300	350	400	450	500	350	400	450	500	550
<u>INTRAMURALS (4)</u>										
High School Girls	250	300	350	400	450	300	350	400	450	500
Franklin School	250	300	350	400	450	300	350	400	450	500
Euclid & Lincoln (4)	250	300	350	400	450	300	350	400	450	500

\$25.00 Per Year Increase Beyond Maximum After 10 Years in Each Position - Limit \$200.00.

SCHEDULE HMASTERS-IN-FIELD BENEFIT

The Masters-in-Field stipend/payment shall be established at \$250.00.

This payment shall be paid no later than October 30 of each school year.

Supplementary contracts shall be issued to those teachers who qualify for such payment. In order to qualify, teachers must have Masters' Degrees in specialized fields directly related to a major part of their daily classroom duties or to their departmentalized or semi-departmentalized teaching. This payment shall not apply to an individual who qualifies to receive compensation at the doctorate degree level.

The superintendent of schools shall be responsible for determining the qualifications of teachers for Masters-in-Field benefits.

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1981 and shall continue in effect from July 1, 1981 to June 30, 1983 subject to the Association's right to negotiate 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.
- B. In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year indicated below.

HASBROUCK HEIGHTS EDUCATION ASSOCIATION

By *[Signature]*
President

By *[Signature]*
Secretary

HASBROUCK HEIGHTS BOARD OF EDUCATION

By *[Signature]*
President

By *[Signature]*
School Business Administrator

Date of Signing: