

AGREEMENT

between the

SADDLE BROOK BOARD OF EDUCATION

and the

SADDLE BROOK EDUCATION ASSOCIATION

for the

SCHOOL YEARS 2010 - 2011
2011 - 2012
2012 - 2013

Saddle Brook, New Jersey

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PREAMBLE

This Agreement entered into this day of , 2012, by and between the Board of Education of the Township of Saddle Brook, New Jersey, hereinafter called the "BOARD" and the Saddle Brook Education Association, hereinafter called the "ASSOCIATION".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing education for the children of the Saddle Brook 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 Board has an obligation, pursuant to the laws of the State of New Jersey to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties agree as follows: 1. The Board voluntarily recognizes the merger of the Saddle Brook Education Association (SBEA) and the Saddle Brook Educational Office Professional Association, Inc. (SBEOPA) into one unit named "The Saddle Brook Education Association." Part I of the agreement in effect from July 1, 2010 through June 30, 2013 will cover all employees under Article I Recognition of the SBEA and Part II will cover all employees under Article I – Recognition of the SBEOPA contract.

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

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

PART I – CERTIFIED PERSONNEL

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding: Superintendent of Schools, Principals, Vice-Principals, and Directors.
- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

- C. Unless otherwise indicated, the term "elementary school" when used hereinafter in this Agreement shall mean grades K through 6; the term "middle school" shall mean grades 7 and 8 and the term "high school" shall mean grades 9 through 12.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the laws of the State of New Jersey in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin no later than December 1st of the calendar year proceeding the calendar year in which this Agreement expires. Negotiations shall commence no later than thirty days after a request by either party.
- B. The Board shall make available to the Association for inspection all pertinent records, data, and information concerning the Saddle Brook School District.
- C.
 - 1. Representatives of the Board and the Association's negotiating committee shall meet upon request, at a mutually agreed time, for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
 - 2. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from their assigned instructional responsibilities, unless otherwise agreed.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance

A Grievance is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or group of teachers.

2. Aggrieved person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in interest

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days should be considered as maximum and every effort be made to expedite the process.
2. In the event a grievance is filed at a time which, if left unresolved for the indicated periods of time, could result in irreparable harm to a party in interest, the time limits shall be reduced so that the grievance procedure may be exhausted as soon thereafter as is possible.
3. If, as a result of discussion with the principal, a matter is not resolved to the satisfaction of the aggrieved employee, he shall set forth his complaint in writing to the principal with a copy to the Superintendent. The principal shall communicate his decision to the employee with a copy to the Superintendent in writing within five school days of the receipt of the written complaint.
4. The professional employee may appeal the principal's decision to the Superintendent of Schools within ten (10) school days of receipt of the written decision of the principal. The appeal to the Superintendent must be made in writing with a copy to his principal and must set forth the grounds upon which the complaint is based. The Superintendent will attempt to resolve the matter as expeditiously as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the professional employee.
5. If the grievance is not settled after reaching the Superintendent, the Association shall have ten (10) school days to notify the Board whether it intends to appeal the grievance to the Board or to proceed directly to advisory arbitration.
6. Nothing shall preclude the Association's right from proceeding to advisory arbitration at any time after the Superintendent's decision and while awaiting a Board hearing or Board decision.
7. The parties agree that should the grievance go to advisory arbitration, they will utilize the services of the American Arbitration Association.

8. Any grievable matter must be grieved within forty-five (45) days of alleged occurrence or grievant will be precluded from remedy.

However, the aggrieved party shall have the option of directly appealing to the Board, or requesting advisory arbitration prior to any such hearing before the Board.

ARTICLE IV - TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster.
- B.
1. All teachers shall have a duty-free lunch period.
 2. Elementary Teachers shall have a daily duty-free lunch period of at least forty-four (44) minutes.
 3. High School Teachers shall have a daily duty free lunch period of at least forty-nine (49) minutes.
 4. Middle school teachers shall have a daily duty-free lunch period of at least forty-five (45) minutes.
 5. Teachers in the elementary school and middle school may volunteer for lunch duty by placing names on a list posted by the district. Teachers who elect to serve shall be compensated for lunch time duty at the rate of \$28.00 per lunch duty when requested to do so by the Administrator. No teachers shall be individually asked or requested to perform said duty.
- C.
1. A teacher may leave the building without requesting permission during his duty-free lunch periods and during his preparation period on paydays, after notifying the Principal.
 2. Elementary school teachers, except kindergarten teachers shall have one preparation period per day of forty- four (44) continuous minutes each period. The Principal, where possible, shall arrange schedules to provide for one (1) preparation period each day.
 3. High school teachers shall have one (1) preparation period each day of not less than forty-nine (49) continuous minutes each period.
 4. Middle school teachers shall have preparation periods totaling at least two hundred thirty-five (235) minutes per week, one (1) period each day of not less than forty (40) continuous minutes.

5. The Principal, where possible, shall adjust the number of students enrolled in any particular course in the high school in order that the same shall be equitably distributed among the teachers of the course.

D. 1. 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 who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid \$26.00 per hour or major portion of an hour and \$13.00 per ½ hour (30 minutes). The above practice shall be uniformly applied. Changes in the hourly rate will become effective upon the ratification of the successor agreement by the parties.

2. A list of those volunteering to use preparation periods for emergency substitution shall be solicited by each school Principal at the beginning of each school year. Teachers on this list shall be used whenever possible. Suitability of assignment shall be determined by the Principal.

3. Such coverage shall be arranged by the Principal of the school in question and shall be distributed as equitably as possible among the teachers in said school after reviewing the volunteer list.

E. 1. The Board and the Association agree that extra-curricular activities are educationally worthwhile.

2. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school days shall be voluntary and shall be compensated in accordance with an agreed upon schedule.

3. Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. Additionally, the parties recognize that the Board may require certain field trips as part of any course curriculum. Written permission for field trips shall be obtained from the Superintendent to guarantee insurance coverage as a school sponsored activity. If there are no qualified volunteers for an extra-curricular activity, the Superintendent of Schools may assign teachers to cover the activity at his or her sole discretion.

F. The teacher's work year shall be no more than 184 working days.

G. The regular, full-time teaching load for high school teachers shall be five (5) or six (6) periods per day based upon an eight (8) period schedule (lunch included). High school teachers of English, world languages, mathematics, social studies, business and computers, shall teach five (5) periods per day and have no less than one (1) duty assignment per day. Duty assignment for English teachers will be limited to study hall or ISS (In School Suspension). Teachers of science will teach five (5) lecture periods, together with related laboratory sessions, per day and have at least one (1) duty assignment on non-lab days. All other high school teachers including special education shall teach six (6) periods per day.

H. 1. District-Wide Faculty Meetings: The Superintendent may schedule three (3) district-wide faculty meetings per year to commence no earlier than 3:15 p.m. and to conclude no later than 4:15 p.m. (K-12), with the exception of those meetings which are scheduled during single session days, (which will commence no earlier than 2:00 p.m. and will also conclude no later than 4:15 p.m.). These meetings shall be scheduled on Mondays.

One (1) of the three (3) designated district-wide meetings may be called on any other day of the week except Friday, with two (2) weeks advance notice. When such a meeting is called, there will not be a Monday meeting in that week. If there is a meeting scheduled on the Tuesday after a Monday closure, attendance will be optional if the staff member has a previously scheduled conflict.

2. Building Staff Meetings-Elementary: The weekly building staff meetings for the elementary staff shall be scheduled on Mondays to commence no earlier than 3:10 p.m. and to conclude no later than 4:10 p.m., with the exception of those meetings which are scheduled during single session days, (which will commence no earlier than 2:00 p.m. and will also conclude no later than 4:10 p.m.).

3. Building Staff Meetings-Middle School/High School: The weekly building staff meetings for the middle school/high school staff shall be scheduled on Mondays to commence no earlier than 2:50 p.m. and to conclude no later than 3:50 p.m., with the exception of those meetings which are scheduled during single session days, (which will commence no earlier than 1:35 p.m. and will also conclude no later than 3:50 p.m.).

4. District-Wide Elementary Staff Meetings: The Superintendent may schedule three (3) district-wide elementary staff meetings per year which shall be scheduled on Mondays. These meetings shall be in lieu of the weekly building staff meeting and shall be rotated among the three (3) elementary schools.

I. Curriculum Development: Curriculum development is an integral part of preparation for

instruction. Teachers are expected to participate in curriculum development and revision as part of professional duties.

J. New Employee Orientation/Training: As a condition of employment, all new full-time and part-time teachers shall participate in training sessions to be held during the last week before school starts in September.

K. Teachers' Work Day:

1. High School: Teachers shall sign in by 7:50 a.m. and be at their assignment by 7:55 a.m. and shall sign out by 3:00p.m., except on Fridays and days prior to holidays when they may leave at the student departure time.

2. Middle School: Teachers shall sign in by 7:55 a.m. and be at their assignment by 8:00 a.m. and shall sign out by 3:05 p.m., except on Fridays and days prior to holidays when they may leave at the student departure time.

3. Elementary School: Teachers shall sign in by 8:30 a.m. and shall sign out by 3:20 p.m., except on Fridays and days prior to holidays when they may leave at the student departure time.

L. Release Time: Release time of two (2) duty periods per month may be granted by the building administrator to the president of the Saddle Brook Education Association when necessary.

ARTICLE V - TEACHER EMPLOYMENT AGREEMENT

A. The Board agrees to hire only certified teachers holding a standard certificate issued by the New Jersey State Board of Examiners for every teaching assignment.

B. 1. The maximum credit granted for combined past teaching and armed service experience is ten (10) years.

2. The maximum credit for armed service experience is four (4) years.

3. A beginning inexperienced teacher will be granted a maximum of two (2) years armed service experience the first year of teaching in Saddle Brook. An extra increment will be granted each successive year for each additional year of armed service until the maximum of four (4) years has been reached. The same provisions shall apply to service in the Peace Corps, Vista or National Teacher Corps and, in time spent on a Fulbright Scholarship.

4. The Superintendent shall have complete flexibility in offering an initial placement on the salary guide for the following positions: Speech Therapist, LDTC and School Psychologist.
 5. The Superintendent shall have the flexibility of offering up to five (5) years of career-related experience for credible non-teaching experience.
 6. For all other new teachers, starting salaries will be based on five percent (5%) above current salary rolled up to the next salary step on the guide or the prospective employee's current salary rolled up to the next step on the guide.
- C. Previously accumulated unused leave days shall be restored to all returning teachers.
- D.
1. Non-tenure teachers shall be advised by May 15th, or any alternative date announced by the Commissioner of Education, of the intention of the Board not to rehire.
 2. So far as is practicable, a teacher shall be advised of a change in his subject or grade placement before he leaves for his summer vacation.
- E. **Reimbursement for Graduate Courses**
1. There shall be created a Tuition Reimbursement Account which shall have a cap in the amount of \$55,000.00 per year during the term of this Agreement.
 2. There will be a guaranteed reimbursement rate in the amount of \$150.00 per credit hour.
 3. There will be an account reconciliation at the end of each school year. For each year of this Agreement:
 - a) If the reconciliation indicates that tuition reimbursement did not exceed the sum of \$55,000.00 in that school year, then in said event, all participants will share, *pro rata*, in the amount of monies in the Tuition Reimbursement Account at the end of the school year, not to exceed the State per credit rate.
 - b) If the reconciliation indicates that tuition reimbursement exceeded the sum of \$55,000.00 in a given school year, then in said event, there will be a reduction in the amount by 10% in the guaranteed reimbursement rate per credit hour in the subsequent school year. Said reduction in the guaranteed reimbursement rate shall occur only once during the term of this Agreement.

4. Each staff member, including hourly teachers, shall be reimbursed for a maximum of nine (9) graduate course credits per year at the State College rate, which courses have been approved by the Superintendent of Schools. The Superintendent of Schools must be in receipt of an official transcript of course completion before payment is made to the staff member.

F. Air Conditioned Faculty Rooms

Faculty rooms in the four (4) elementary schools and the high school shall be air conditioned.

G. Prorated Contracts

In the event a staff member must be replaced as a result of a leave of absence, a replacement staff member will be hired at a per diem rate based upon the current pay for substitute teachers and shall not receive health benefits. In the event said replacement employee is employed by the Board for 21 consecutive work days in the same teaching position, then upon the 22nd consecutive work day of employment in that position said staff member shall receive a prorated contract paying 1/200th of his contractual salary pursuant to the current guide per diem which contract shall include all current health benefits.

H. Court Appearances

When a staff member is required to appear in court at the request of the Superintendent of Schools or pursuant to a valid subpoena, beyond the work day and for school-related purposes, that staff member shall be reimbursed at the rate of \$31.81 per hour for that court appearance with a maximum reimbursement of \$56.57. The staff member shall provide the Superintendent of Schools with the appropriate proof of service.

I. Automobile Use

All staff members who are authorized to use their automobiles in the course of their employment shall be reimbursed at the mileage rate as set forth in the Internal Revenue Code/Regulations (IRS Rate), per mile for each school year during the term of this Agreement. The staff member shall provide the Superintendent of Schools with a voucher.

J. Professional Development

Any staff member who volunteers or is requested by a supervisor, or the Superintendent, to develop and present a professional development in-service course as part of a planned half day or full day in-service program for Saddle Brook staff, shall receive a stipend of \$125.00 upon completion of this instruction. These staff members will participate on a voluntary

basis.

K. High School Detention

A high school detention period shall be paid on a "session" basis at the rate of \$30.00 per session. The detention period shall be from 2:58 p.m. to 3:58 p.m. and it will be voluntary. The changes in the session rate will become effective upon the ratification of the successor agreement by the parties.

L. Mentoring

Effective with the 2004-2005 school year, the statutory language pertaining to the rates for both alternative route teachers and traditional route teachers shall be acceptable. The parties agree that the succeeding years shall be subject to negotiation for rates and application of rates and terms pursuant to the terms developed by the State. The mentoring program is voluntary for the mentors and limited to one (1) mentoree at a time per teacher. If there are no volunteers, the Board will assign mentors.

ARTICLE VI - SALARIES

A. Year One, 2010-2011, 3.69% inclusive of salary increment; Year Two, 2011-2012, 1.85% inclusive of salary increment; and Year Three, 2012-2013, 1.82% inclusive of salary increment as per attached salary guides. Employees hired as of September 1, 2011 will remain on their current step until September 1, 2012.

B. Longevity Payments:

1. \$2407.00 additional for person with eighteen (18) years in the Saddle Brook Public School System. For staff members hired on or after September 1, 2012, \$500.00 additional for a person with eighteen (18) years in the Saddle Brook Public School System.

2. \$3439.00 additional for person with twenty-one (21) years in the Saddle Brook Public School System. For staff members whose employment with the system commences on or after September 1, 2012, \$1,000.00 additional for a person with twenty-one (21) years in the Saddle Brook Public School System.

3. \$3953.00 additional for person with twenty-four (24) years in the Saddle Brook Public School System. For staff members whose employment with the System commences on or after September 1, 2012, \$1500.00 additional for a person with twenty-four (24) years in the Saddle Brook Public School System.

4. \$4457.00 additional for person with twenty-seven (27) years in the Saddle Brook Public School System. For staff members whose employment with the System commences on or after September 1, 2012, \$2,000.000 additional for a person with twenty-seven (27) years in the Saddle Brook Public School System.

5. If a staff member has been employed full-time and is currently receiving longevity pay and is thereafter reduced to less than full-time employment, then in that event, his longevity pay shall be reduced proportionately. In the event the staff member returns to full-time employment at the commencement of the school year, then his longevity pay shall be reinstated for that year. Longevity payments shall also be prorated for those staff members whose anniversary dates do not correspond to the commencement of the school year.

C. Stipends:

1. Guidance personnel, school psychologists, learning disability teacher consultants and social worker shall be paid in accordance with the teacher salary guide.

2. Bedside instructors will be paid at a rate of \$40.00 per hour. Changes in the hourly rates will become effective upon the ratification of the successor agreement between the parties.

3. Detention will be held on Friday afternoon and teachers who volunteer to cover the detention will be paid at a rate of \$30.00 per hour.

4. The stipends for teachers involved in extra-curricular activities shall be as indicated below:

EXTRA CURRICULAR GUIDE

Position	2010-11	2011-12	2012-13
Junior Class Advisor	1775	1875	1975
Senior Class Advisor	2372	2472	2572
Play Director HS	3089	3189	3289
High School Year Book Advisor	6605	6705	6805
Student Council Advisor	3204	3304	3404
High School Band Director	6067	6167	6267
Elementary Band Director	3472	3572	3672
Elementary Choral Director	3472	3572	3672
High School Literary Magazine	991	1091	1191
High School Newspaper Advisor	4222	4322	4422
Head Nurse Coordinator		5000	5100

Position	2010-11	2011-12	2012-13
Majorettes Advisor	3007	3107	3207
Freshman Class Advisor	1120	1220	1320
Sophomore Class Advisor	1355	1455	1555
6 th Grade Environmental Coord.		1681	1781
Service Learning Coordinator		1910	2010
High School Band Half-Time Show	1899	1999	2099
MS Intramural	2282	2382	2482
MS Student Council	802	902	1002
MS Play	802	902	1002
MS Band	1601	1701	1801
HS Honor Society	802	902	1002
Interact	802	902	1002
MS Newspaper	1157	1257	1357
HS Choral Director	1726	1826	1926
MS Choral Director	1601	1701	1801
MS Yearbook	1123	1223	1323
Weight Room Coordinator	1234	1334	1434
Video Club	1579	1679	1779
React Club	561	661	761
Environmental Club	1854	1954	2054
Assistant Webmaster	1061	1161	1261
National Science Honor Society Advisor		561	661
Jazz Band Advisor		561	661
Ski Club Advisor		561	661
8 th Grade Advisor		1680	1780
Latin Club Advisor		561	661
Astronomy Club Advisor		561	661
Curriculum Writing (per Curric.)		500	600

6. Stipends for the following positions shall be considered as part of salary for all purposes: guidance, learning disability teacher consultant, psychologist, social worker, and department chairperson.

7. All teachers with an accredited doctorate degree shall receive a stipend of \$2546.00 per annum above the MA+45 guide.

8. There will be a freeze in the stipends for all existing coaches and advisors for the 2010-2011 school year. All coaches and advisors will receive a yearly increase of \$100.00 per year for the 2011-2012 and 2012-2013 school years.

**2010-2011
COACHES GUIDE**

Position	1	2	3
Football			
Head	6991	8172	9563
Assistant(s)	5054	6357	
Basketball			
Head	6685	7873	9238
Assistant(s)	4728	5978	
Wrestling			
Head	6685	7873	9238
Assistant(s)	4728	5978	
Baseball			
Head	5087	6289	7495
Assistant(s)	3684	4874	
Track			
Head	6109	7440	9878
Assistant(s)	4092	5136	
Soccer			
Head	4592	5774	6950
Assistant(s)	3181	4371	
X Country			
Head	4018	5206	
Assistant(s)	2563	3763	
Indoor Track			
Head	5421	6606	
Assistant(s)	2617	3805	
Tennis			
Head	4424	5610	
Assistant(s)	2563	3763	
Softball			
Head	5087	6278	7495
Assistant(s)	3684	4874	

Position	1	2	3
Volleyball			
Head	4592	5774	6950
Assistant(s)	3684	4874	
Cheerleader			
Head	2418	3338	
Competition Cheerleader			
Head	2418	3338	
Ticket Taker	3567		
Bowling			
Head	2566	3181	
Golf			
Head	2566	3181	
MS Basketball-Boys			
Head	2732		
MS Basketball-Girls			
Head	2732		
MS Soccer-Boys			
Head	2732		
MS Soccer-Girls			
Head	2732		
MS Track-Boys			
Head	2732		
MS Track-Girls			
Head	2732		

**2011-2012
COACHES GUIDE**

Position	1	2	3
Football			
Head	7091	8272	9663
Assistant(s)	5154	6457	
Basketball			
Head	6785	7973	9338
Assistant(s)	4828	6078	
Wrestling			
Head	6785	7973	9338
Assistant(s)	4828	6078	
Baseball			
Head	5187	6389	7595
Assistant(s)	3784	4974	
Track			
Head	6209	7540	9978
Assistant(s)	4192	5236	
Soccer			
Head	4692	5874	7050
Assistant(s)	3281	4471	
X Country			
Head	4118	5306	
Assistant(s)	2663	3863	
Indoor Track			
Head	5521	6706	
Assistant(s)	2717	3905	
Tennis			
Head	4524	5710	
Assistant(s)	2663	3863	
Softball			
Head	5187	6378	7595
Assistant(s)	3784	4974	

Position	1	2	3
Volleyball			
Head	4692	5874	7050
Assistant(s)	3784	4974	
Cheerleader			
Head	2518	3438	
Competition Cheerleader			
Head	2518	3438	
Ticket Taker	3667		
Bowling			
Head	2666	3281	
Golf			
Head	2666	3281	
MS Basketball-Boys			
Head	2832		
MS Basketball-Girls			
Head	2832		
MS Soccer-Boys			
Head	2832		
MS Soccer-Girls			
Head	2832		
MS Track-Boys			
Head	2832		
MS Track-Girls			
Head	2832		

**2012-2013
COACHES GUIDE**

Position	1	2	3
Football			
Head	7191	8372	9763
Assistant(s)	5254	6557	
Basketball			
Head	6885	8073	9438
Assistant(s)	4928	6178	
Wrestling			
Head	6885	8073	9438
Assistant(s)	4928	6178	
Baseball			
Head	5287	6489	7695
Assistant(s)	3884	5074	
Track			
Head	6309	7640	10078
Assistant(s)	4292	5336	
Soccer			
Head	4792	5974	7150
Assistant(s)	3381	4571	
X Country			
Head	4218	5406	
Assistant(s)	2763	3963	
Indoor Track			
Head	5621	6806	
Assistant(s)	2817	4005	
Tennis			
Head	4624	5810	
Assistant(s)	2763	3963	
Softball			
Head	5287	6478	7695

Position	1	2	3
Assistant(s)	3884	5074	
Volleyball			
Head	4792	5974	7150
Assistant(s)	3884	5074	
Cheerleader			
Head	2618	3538	
Competition Cheerleader			
Head	2618	3538	
Ticket Taker	3767		
Bowling			
Head	2766	3381	
Golf			
Head	2766	3381	
MS Basketball-Boys			
Head	2932		
MS Basketball-Girls			
Head	2932		
MS Soccer-Boys			
Head	2932		
MS Soccer-Girls			
Head	2932		
MS Track-Boys			
Head	2932		
MS Track-Girls			
Head	2932		

ARTICLE VII-INSURANCE PROTECTION

- A. All employees will be required to pay a percentage of the "cost of coverage," which is defined as the premium or periodic charges for health/medical and prescription drug plan coverage, based on employees/members base salary and level of coverage chosen, pursuant to P.L. 2011, c. 78.
- B. 1. The Board agrees to provide without cost to the employee, dental insurance administered through Delta Dental of New Jersey, Inc. The Board shall have the right to change the carrier providing that such change does not result in any loss of benefit. The Board agrees to provide 100% of the cost of the above program under the family plan where applicable to the employee.
2. Current deductible limits for Basic Services are a \$50.00 annual deductible for a single employee and a maximum \$150.00 annual deductible for a family. In the event a family consists of less than 3 members the deductible reflects \$50.00 per family member. For example, if there are two (2) members in the family the annual deductible equals \$100.00 per year.
- C. The Board shall provide without cost to the employee, a \$6.00 co-pay for generic drugs/\$12.00 co-pay for name brands, full family prescription plan.
- D. The Board shall pay the cost, not to exceed \$845.00, of a career counseling program selected by the teacher for any teacher with at least ten years of service in Saddle Brook and who is terminated by the Board as a result of reduction in force.
- E. The Board shall pay the medical insurance premium for retired teachers and their families as permitted under the regulations of the State Health Benefits Plan, Chapter 88 P.L. 1974.
- F. The Board shall pay the annual enrollment fee for the New Jersey Business and Industrial Association to provide coverage for eligible employees with New Jersey Manufacturers Insurance Company.
- G. Waiver of Coverage

Effective July 1, 2011, current and new staff shall have the option of declining coverage from the Board. The employee must show proof of alternative health coverage and shall receive payment at the following rate per year: 25% of the amount saved by the Board as a result of the waiver of coverage, to a maximum of \$5,000, whichever figure is less.

Payment shall be made as follows: One-half (1/2) of the waiver amount shall be paid by

December 15 and the balance by June 15 of each year.

Individuals who elect to decline coverage will have the right to re-enroll immediately for their choice of coverage should family circumstances change such that their coverage is lost. Circumstances include, but are not limited to death, divorce, loss of employment of the insurer or any other event that results in loss of or diminution of the insurance. Re-enrollment for any other reason can only occur during an open enrollment period. The effective date of coverage is subject to the carrier's requirements.

H. Section 125

The Board shall establish a plan pursuant to Section 125 of the Internal Revenue Code (26 U.S.C. 125) for payment of any medical insurance premium costs to an employee as permitted by law.

ARTICLE VIII-TEACHER-ADMINISTRATION LIAISON

The Teacher-Administration Liaison Committee shall consist of an equal representation from the Association and the Administration and/or Board. The committee will jointly explore and investigate each of the following, but will not be limited to:

Assignment, Reassignment and Transfer of Teachers
Promotions
Teacher Evaluation
Teacher Facilities and Supplies
Professional Development
Curriculum Study
Protection of Teachers, Students and Property
Classroom Discipline

ARTICLE IX-WITHHOLDING OF INCREMENTS

It shall be clearly understood by both parties that the 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 adjustments and 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. At such meeting, the employee concerned, after notifying the Board, shall be entitled to have a representative of the Association present to advise and represent him.

4. The Board will not take necessary formal action until a date, subsequent to the above meeting.

5. If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of such action, together with the reasons therefore, to the employee concerned.

ARTICLE X-DURATION OF AGREEMENT

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date commencing July 1, 2010 at 12:01 a.m. and terminating on June 30, 2013, at midnight, of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.
- B. Any individual contract between the Board and any individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

ARTICLE XI-SICK DAYS

- A. Each teacher shall be provided with eleven (11) sick days per year. Hourly teachers shall be provided with nine (9) sick days per year. Upon retirement from the Saddle Brook School System, an employee shall be entitled to payment at his per diem rate for unused sick days at the rate of one for three days to a maximum of \$20,000.00 per retiree.
- B. In the event of the death of an employee during his employment with the Saddle Brook School System, the benefits under this article shall be paid to his estate.

ARTICLE XII-PERSONAL DAYS

- A. Each teacher shall be granted three (3) personal days and shall not be requested to state the reasons for taking such days.

- B. Request for personal days shall be submitted to the Superintendent not less than two (2) days prior to the date for which the leave is requested.
- C. The Association agrees that there should be no utilization of personal days immediately preceding or immediately subsequent to school holidays.
- D. For each personal day not utilized, an additional day shall be added to accumulated sick leave.

ARTICLE XIII-REPRESENTATION FEE

A. Purpose of Fee

If a teacher 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. The Association agrees to indemnify and hold the Board harmless for any claims arising as a result of the deduction of the representation fee pursuant to this Article and the forwarding of that fee to the Association.

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 assessment charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct 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 possible, from the paychecks paid to each teacher during the remainder of the membership year in question. The deductions will begin 30 days after the teacher begins his or her employment in a bargaining unit position.

D. Termination of Employment

If a teacher who is required to pay a representation fee terminates his 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.

XIV-PARENT CONFERENCES

- A. There shall be two (2) day-time conferences (2:00 to 4:00 pm) and two (2) evening conferences for a two-hour period from 6:00 to 8:00 pm in the elementary schools. The Association will be notified at the beginning of the academic year of the dates of the evening conferences. Teachers will be dismissed at 1:00 p.m. on all conference days. Each elementary school teacher must attend one Back-to-School Night per academic year at his/her designated home school. The school day on Back-to-School Night will be a 1:00 pm dismissal.
- B. There shall be two (2) day-time conferences (1:30 pm to 3:30 pm) and two (2) evening conferences for a two-hour period from 6:00 to 8:00 pm in the middle schools. The Association will be notified at the beginning of the academic year of the dates of the evening conferences. Middle school teachers will be dismissed at 12:25 p.m. on all conference days. Each middle school teacher must attend one Back-to-School Night per academic year. The school day on Back-to-School night will be a 12:25 pm dismissal.
- C. High school teachers shall be required to attend not more than four (4) evening assignments or duties as follows: (1) graduation duty; (2) Back-to-School Night; (3) Conference duty,(not to exceed two (2) hours) (6:00 to 8:00 pm); and (4) one (1) additional duty or assignment which shall not exceed two (2) hours in length. High school teachers will be dismissed at 12:25 pm on all conference days.

XV-ABSENCE POLICIES

- A. Immediate Family or Household: At the discretion of the Superintendent, absence because of serious injury or illness in the immediate family or household-fully compensated only

until arrangements can be made for the essential security of the family, a matter of hours or perhaps a day in most cases. Additional leave may be granted, but substitute pay will customarily be deducted for such absence beyond the first day.

- B. Bereavement: Absence due to death in the immediate family allowed without deduction up to five consecutive days. Absence due to death of other relatives, allowed without deduction for one day only. Immediate family to mean: husband, wife, mother, father, parents-in-law, child, brother, sister, step relatives and immediate members of the household.

XVI-TEACHER HANDBOOKS

The parties agree to eliminate any and all Teacher Handbooks previously distributed.

PART II – SECRETARIAL STAFF

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all secretarial staff, whether under contract, on leave, employed or to be employed by the Board, excluding: Secretary to the Superintendent and Secretary to the Board Secretary.
- B. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to female employees shall include male employees.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Deadline Date The parties agree to enter into collective negotiation regarding a successor Agreement in accordance with Chapter 123, Public Laws, 1974, in a good faith effort to reach agreement concerning terms and conditions of employees' employment. Such negotiations shall begin at such time as established by P.E.R.C. Any agreement so negotiated shall be reduced to writing during the process of negotiations, and shall be subject to ratification by the Board and Association, in its final form.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A Grievance is a claim by an employee or a group of employees or the Association, based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting a secretary or group of secretaries.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Immediate Supervisor

An "immediate supervisor" is the principal in the school, the coordinator/director in the Special Services and the Community School offices, or the School Business Administrator in the Board of Education office.

B. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days should be considered as maximum and every effort be made to expedite the process.

2. In the event a grievance is filed at a time which, if left unresolved for the indicated periods of time, could result in irreparable harm to a party in interest, the time limits shall be reduced so that the grievance procedure may be exhausted as soon thereafter as is possible.

3. If, as a result of discussion with the immediate supervisor, a matter is not resolved to the satisfaction of the aggrieved employee, he shall set forth his complaint in writing to his immediate supervisor with a copy to the Superintendent. The immediate supervisor shall communicate his decision to the employee with a copy to the Superintendent in writing within five school days of the receipt of the written complaint.

4. The aggrieved employee may appeal the immediate supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing with a copy to his immediate supervisor and must set forth the grounds upon which the complaint

is based. The Superintendent will attempt to resolve the matter as expeditiously as possible, but within a period not to exceed ten school days. The Superintendent shall communicate his decision in writing along with supporting reasons, to the aggrieved employee.

5. If the grievance is not settled after reaching the Superintendent, the Association shall have ten (10) school days to notify the Board whether it intends to appeal the grievance to the Board or to proceed directly to advisory arbitration.

6. Nothing shall preclude the Association's right from proceeding to advisory arbitration at any time after the Superintendent's decision and while awaiting a Board hearing or Board decision.

7. The parties agree that should the grievance go to advisory arbitration, they will utilize the services of the American Arbitration Association.

8. Any grievable matter must be grieved within 45 days of the alleged occurrence or grievant will be precluded from remedy. However, the aggrieved party shall have the option of directly appealing to the Board, or requesting advisory arbitration prior to any such hearing before the Board.

C. Rights of Employees to Representation.

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV - SECRETARIAL LIAISON COUNCIL

The Secretarial Liaison Council shall consist of four (4) representatives from the Association and four (4) representatives from the Administration and/or Board. It shall meet at the request of the Association or the Administration to consider any matter relating to Secretarial personnel in the school system. The Council shall not take the place of the grievance procedures.

ARTICLE V - ABSENCES AND RETIREMENT

I. SICK LEAVE

- A. All employees shall be provided with thirteen (13) sick days per year. All unused sick days are to be accumulated from year to year with no limit.
- B. A day's salary is defined as 1/240 of the annual salary. No half days will be allowed.
 - i) If any employee, in any school year, does not use the days allowed, all days not utilized that year shall be accumulative without limit.
 - ii) "Sick Leave" is hereby defined to mean absence from his or her post of duty of any such person because of personal disability due to illness or injury.
 - iii) If required by the Superintendent, the employee shall submit statements of physicians approved by the Board, as evidence of such illness or injury. Three (3) consecutive days of absence due to illness requires a doctor's note.
- C. Accumulated Sick Leave: An employee who returns to service from a leave of absence (granted by the Board), shall retain the unutilized number of days accumulated for sick days prior to the leave of absence.

II. OTHER ABSENCES

- A. Illness-Family: Absence because of serious injury or illness in the "immediate family or household" fully compensated only until arrangements can be made for the essential security of the family, a matter of hours or perhaps a day in most cases. "Immediate Family" to mean-husband, wife, father, mother, parents-in-law, child, brother, sister, and immediate members of the household. Each member of the bargaining unit will receive up to a maximum of two (2) days per year with explanation for the absence.

These days are not cumulative.

- B. Funerals: Absence due to death in the immediate family, allowed without deduction up to five (5) days. Absence due to death of other relatives, allowed without deduction for one (1) day only.
- C. Court Order: Jury service-persons serving on jury will be compensated at regular salary, less compensation paid for jury service. The Superintendent must be notified in advance by the employee if required to serve on jury duty.

- D. Military Leave: Active service according to provisions of R.S. 38:23-3. Field Training Service, National Guard and Military Reserves, according to provisions of R.S. 38:23-1 and R.S. 38:12-4.
- E. Leaves of Absences: Leaves of Absences may be granted by the Board of Education for personal illness, illness in the family, service in the Military or for maternity and any such other reason that may be approved by the Board of Education.

Normally, leaves of absences will be granted for one (1) academic school year (July 1st-June 30th). In the event the leave is granted during a school year, the leave may be extended beyond the one (1) year limit, in order for a person to return at the beginning of a new school year.

A leave may be extended for one (1) additional academic school year at the discretion of the Board of Education.

Only employees under tenure will be eligible to request leaves of absences-exception would be any person protected under State and federal laws, such as induction into the military.

All leaves of absences will be granted without pay.

The above provisions apply to extended leaves of absences.

In requesting a leave of absence, a minimum of sixty (60) days advance notice should be given in writing to the Superintendent of Schools. Included should be the specific reason for requesting the leave-of-absence.

Other than maternity, a minimum of five (5) years must elapse between the expiration of a leave of absence and the granting of another leave-of-absence.

Following a maternity leave that utilizes the terms of the NJ Family Leave Act and/or the Federal Family and Medical Leave Act, the employee on leave must return to the district or remit the cost of the additional health insurance coverage under said Acts.

- F. Court Attendance: Staff members shall be entitled to be paid for attendance in court and/or at an administrative hearing, a deposition or other legal proceeding, only if the staff member attends the proceeding pursuant to a subpoena issued on behalf of the Board. Any reimbursement pursuant to this paragraph shall be at a rate of \$31.81 per hour, for a maximum reimbursement of \$56.57. The staff member shall provide the Superintendent of Schools with the appropriate proof of service.

III. RETIREMENT

Upon retirement from the Saddle Brook School system, an employee shall be entitled to payment at his/her per diem rate for unused sick days (including unused personal days) on the basis of one (1) day's credit for each three (3) days sick time accumulated.

The maximum paid under this provision shall be \$15,000.00. In the event of the death of an employee during his/her employment with the district, these benefits will be paid to his/her estate.

ARTICLE VI - SALARY GUIDE

- A. Year One, 2010-2011 3% inclusive of salary increment; Year Two, 2011-2012, 2% inclusive of salary increment; and Year Three, 2012-2013, 2% inclusive of salary increment as per attached salary guides. Employees hired as of September 1, 2011 will remain on their current step until September 1, 2012.
- B. LONGEVITY: If a staff member has been employed full time and is currently receiving longevity pay and is thereafter reduced to half time or to less than a full time employee, then in that event, his/her longevity pay will be reduced proportionately. In the event the subject staff member returns to full time status at the commencement of a school year, then his/her longevity pay will be reinstated for that year.

Longevity pay shall also be prorated for those employees whose anniversary dates do not correspond to the commencement of the school year.

ARTICLE VII - PERSONAL DAYS

- A. Each employee shall be granted three (3) personal days and shall not be requested to state the reasons for taking such leave.
- B. Requests for personal days shall be submitted to the Superintendent not less than two (2) days prior to the date for which the leave is requested. Approval for a personal day leave will not be granted prior to or immediately following a school holiday.
- C. For each personal day not utilized an additional day shall be added to accumulated sick leave.

ARTICLE VIII - WORKING CONDITIONS

- A. All office personnel will work a 7 hour and 40 minute day including one hour for lunch.
- B. When a job task requires specialized skill or knowledge, the Board will provide job-related training and technical assistance. Such training will be based upon the superintendent's recommendation, which may include release time, if needed.
- C. When an employee must use his/her own vehicle for school-related activities, the employee shall be reimbursed in accordance with State Accountability regulations.
- D. **Summer Hours**-All office personnel will work a 6 hour 40 minute day including one (1) hour for lunch to begin the first working day after students no longer report in June and shall continue until teaching staff reports in September.
- E. **Recess Days**- (3 additional mid-winter recess days)-As awarded in the grievance filed June 17, 1988 to be taken with the approval of the immediate supervisor. Any and all employees hired after July 1, 1998 shall not be entitled to receive Recess Days.
- F. **Holiday Schedule**-For all employees the Holiday Schedule will be published by the School Business Administrator and approved by the Board.
- G. All employees may leave twenty (20) minutes earlier than usual on every Friday and the day before a school holiday as awarded in the grievance dated March 15, 1989.
- H. The Board of Education will provide air conditioners for all secretarial offices.
- I. **Flexible Hours**- The parties agree that secretaries may be required to work "flexible hours" as long as the start time is no earlier than 7:30 a.m. and the end time is no later than 4:30 p.m. administration must give the secretary one (1) week's notice.

ARTICLE IX - TUITION REIMBURSEMENT

- A. All employees shall receive tuition reimbursement for college level courses in work related areas at the prevailing state college tuition rate, not to exceed \$150.00 per credit hour. Reimbursement shall be limited to six (6) credits per year. Courses must be approved by the Superintendent prior to enrollment for reimbursement to be considered.

ARTICLE X -INSURANCE PROTECTION

A. 1. All employees will be required to pay a percentage of the "cost of coverage," which is defined as the premium or periodic charges for health/medical and prescription plan coverage, based on employees/members base salary and level of coverage chosen, pursuant to P.L. 2011, c. 78.

2. Effective July 1, 2011, current and new staff shall have the option of declining coverage from the Board. The employee must show proof of alternative health coverage and shall receive payment at the following rate per year: 25% of the amount saved by the Board as a result of the waiver of coverage, to a maximum of \$5,000, whichever figure is less.

3. Individuals who elect to decline coverage will have the right to re-enroll immediately for their choice of coverage should family circumstances change such that their coverage is lost. Circumstances include, but are not limited to, death, divorce, loss of employment of the insurer or any other event that resulting loss of or diminution of the insurance. Re-enrollment for any other reason can only occur during an open enrollment period. The effective date of coverage is subject to the carrier's requirements.

4. Section 125

The Board shall establish a plan pursuant to Section 125 of the IRS Code for payment of any medical insurance premium costs to an employee as permitted by law.

B. 1. The Board agrees to provide without cost to the employee, dental insurance administered through Delta Dental. The Board shall have the right to change the carrier providing that such change does not result in any loss of benefit. The Board agrees to provide 100% of the cost of the above program under either the individual or family plan where applicable to the employee.

2. Current deductible limits will be changed to a \$50.00 annual deductible for a single employee and a maximum of \$150.00 annual deductible for a family. In the event a family consists of less than 3 members the deductible will be reduced to reflect \$50.00 per family member. For example, if there are two (2) members in the family the annual deductible will equal \$100.00 per year.

C. The Board shall provide without cost to the employee, a \$6.00 co-pay for generic drugs/\$12.00 co-pay for name brands, full family prescription plan.

D. The Board shall pay the medical insurance premiums for retired office personnel and their families as permitted under the regulations of the State Health Benefits Plan, Chapter 88, P.L. 1974.

ARTICLE XI - VACATIONS

A. All employees shall be entitled to the following paid vacation time:

Less than one (1) year employment – Employees accrue one (1) vacation day per month up to a maximum of ten (10) working days.

One (1) year employment to four (4) years - 10 working days

Over four (4) years employment to ten (10) years employment – 15 working days

Over ten years employment - 20 working days

B. Vacation period shall be based on the employment period from July 1 to June 30 of the following calendar year.

In calculation of the vacation allowance, longevity is based on number of years of employment in the district as of June 30th. If employment became effective between July 1 and December 31, the first year of employment shall be considered (ending the following June 30th of the calendar year), as a complete one (1) year of employment in the calculation of vacation allowance.

C. Unused vacation time earned during the school year must be used prior to June 30th of the succeeding school year.

D. Should a legal holiday (when school is closed) fall during a vacation period, the employee is entitled to one (1) extra day of vacation.

E. Vacation schedules, including individual days, must be scheduled on an orderly basis, based on the requirements of the school system and subject to the approval of the immediate supervisor. The two (2) days immediately preceding the start of the school year and the three (3) days immediately following the students' last day of school may not be taken as vacation time.

ARTICLE XII - REPRESENTATION FEE

A. Purpose of Fee

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

B. Amount of Fee

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

C. Deduction and Transmission of Fee

The Board agrees to deduct 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 possible, 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.

The Association agrees to indemnify and hold the Board harmless for any claim arising as a result of the deduction of the representation fee set forth in Subsection B and the forwarding of that fee to the Association.

D. Termination of Employment

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

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of

representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

ARTICLE XIII - MANAGEMENT RIGHTS

A. The Board shall have the exclusive right to hire, fire, discipline, assign and/or transfer employees and this clause shall not be construed so as to limit in any way, any and all rights and powers reserved to the Board by the Constitution and Laws of the State of New Jersey.

B. The Board shall have the right to hire new employees on a sixty (60) day probation period. During this period, the employee will work on an hourly full-time basis and receive health benefits as entitled by law. They will not receive sick or personal days. During this period, the employee will be evaluated at least twice by their immediate supervisor and at the end of the probation, either dismissed or offered a full term contract retroactive to the initial date of probation. During this period, the hourly rate will be calculated based upon Step 1 of the appropriate column of the guide.

ARTICLE XIV - DURATION OF AGREEMENT

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date commencing July 1, 2010 at 12:01 am and terminating on June 30, 2013, at midnight, of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

B. Any individual contract between the Board and any individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.

C. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

February , 2012

SADDLE BROOK EDUCATION ASSOCIATION

By: _____
President

By: _____
Recording Secretary

SADDLE BROOK BOARD OF EDUCATION

By: _____
President

By: _____
Board Secretary