

AGREEMENT

Between

TEANECK BOARD OF EDUCATION

And

**COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO
LOCAL 1025**

Effective Dates

July 1, 2011 through June 30, 2014

PREAMBLE

AGREEMENT made this 15th day of August, 2012, between Communications Workers of America, AFL-CIO, Local 1025 hereinafter referred to as "Union" and TEANECK BOARD OF EDUCATION, hereinafter referred to as "Board".

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

ARTICLE I

RECOGNITION

A. 1. The Board recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time technology personnel whether under contract or on leave and not engaged as supervisory employees.

2. The term "supervisory employee" is hereby defined as meaning an employee having the power to hire, discharge, discipline or effectively recommends the same.

ARTICLE II

UNION RIGHTS AND PRIVILEGES

A. 1. The Board agrees to furnish to the Union in response to reasonable requests made by the Union from time to time, available public information as the Board may be able to furnish to the Union, which the Union may require in connection with the processing of grievances and complaints.

2. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.

B. Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he/she shall suffer no loss of pay.

C. Whenever the Union desires to use school buildings, it shall request permission for such use, the principal shall grant the permission, provided that the use by the Union does not conflict with any other scheduled activities and provided further that in connection with said use, no additional costs are incurred by the Board.

D. 1. The Union shall have the right to use school facilities and equipment included but not limited to copiers, computers and all other types of audio-visual equipment at reasonable times when such equipment is not otherwise in use.

2. The Union shall furnish all materials and supplies incidental to such use or shall pay for the cost of Board supplies used upon approval of such use.

3. In the event any equipment is damaged while being used by the Union, the Union shall be responsible for such damage, and shall pay the cost of same.

E. The Union will have the right to reasonable use of interschool mail boxes.

F. 1. Bulletin board space shall be provided in each building for the posting of the Union notices

2. No approval shall be required for the posting of said notices.

G. The Union shall be given the right to address new employees at orientation.

H. A maximum of six (6) days, designated in advance by the Union, will be set aside each year for use by the Union for meetings. The meetings will be scheduled for after the end of the work day. No other employee activities will be scheduled on these days except in the case of emergency or by mutual consent.

ARTICLE III

NEGOTIATIONS PROCEDURES

A. 1. Parties agree to enter into collective negotiations pursuant to Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all employees for whom the Union is authorized to negotiate.

2. Such negotiations shall begin at a mutually agreeable time.

3. Any agreement so negotiated, shall be applicable to all personnel for whom the Union is authorized to negotiate, shall be reduced to writing, shall be signed by the Board and the Union, and shall be adopted by appropriate resolution of the Board.

4. The signature of the Union on the contract shall be pursuant to authorization received from the membership, and the Board reserves the right to request proof of authorization of the membership before adopting any agreement.

B. Either side shall have the right to utilize the services of consultants in their deliberations.

C. The Union negotiations team shall consist of no more than two (2) bargaining unit members.

D. At the conclusion of each negotiation session, there shall be a mutual drafting of any tentative agreements reached with a copy signed and retained by both parties.

E. Counter proposals submitted by either side shall be in writing, with a copy or copies left in the hands of the other side. This provision may be waived by mutual consent.

F. Whenever a tentative agreement is reached upon any provision to be incorporated into the Agreement, the parties shall endeavor to have said agreement reduced to writing, and incorporated as part of the final draft of the Agreement to be entered into between the parties and approved. Whenever a tentative agreement is reached upon the completed contract, a memorandum of agreement will be drafted.

G. It is understood and agreed between the parties that negotiations contemplate a complete agreement to be signed by the respective parties. In the event that either of the parties does not receive authorization to execute this complete Agreement, no part of it, although negotiated and agreed upon, shall be deemed to have a binding effect.

H. This Agreement shall not be modified in whole or in part except by an instrument in writing executed by duly authorized representatives of the Board and Union.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of Board policies, administrative decisions, or this agreement, which affects the terms and conditions of employment of an employee or group of employees.

2. The term "employee" shall refer to all individuals as set forth in Article I - Recognition.

3. The term "representative" shall include any organization, agency, or person authorized or designated by any employee or by any group of employees, or by a public employee association, or by the Board to act on its or their behalf and to represent it or them. The determination of the organization shall be as outlined in Chapter 123, P.L. of 1974.

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

5. Whenever the term "Superintendent" appears in the procedure, it shall mean the Superintendent or his/her designee.

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

7. The term "grievance" shall not be deemed applicable in the case of a failure or refusal of the Board to renew an employee. Nor shall it apply to the initial salary guide and/or step or placement of an employee. Nor shall it apply in matters of selection for promotion as it pertains to seniority, nor in matters involving dismissal of probationary employees, nor in matters involving the withholding of an increment. Nor shall the Grievance Procedure be employed in matters where the Board of Education or its representatives are without authority to act according to law, or in matters of selection for promotion.

B. PROCEDURE - PERSONNEL

1. An aggrieved employee shall institute action under the provisions hereof within forty-five (45) calendar days of the occurrence complained of or knowledge thereof. Failure to act within said forty-five (45) day period shall be deemed to constitute an abandonment of

grievance. An employee shall have the right to have a representative at any level of the grievance procedure.

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

3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced upon mutual agreement of all parties, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4. Level One - An employee shall first present the grievance in writing to the immediate supervisor or to the administrator whose actions have given rise to the grievance. In the event that an aggrieved employee has any question as to who is the immediate superior, the Superintendent of Schools shall be asked to make the determination. The immediate superior shall hold a hearing within five (5) calendar days from the date that the grievance was filed. Where the immediate superior is below the rank of Principal, the Principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within seven (7) calendar days of the date of said hearing.

5. Level Two - If the grievance is not resolved to the employee's satisfaction within seven (7) calendar days, or if no decision is forthcoming in seven (7) calendar days, then within seven (7) calendar days from the determination date referred to in Paragraph 4 above, the employee shall submit his/her grievance to the Superintendent of Schools, in writing, specifying:

- a. The nature of the grievance;
- b. The results of the previous discussion; and
- c. The basis of his/her dissatisfaction with the determination.

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

6. Within fourteen (14) calendar days from the receipt of the written grievance, the Superintendent shall hold a hearing at which all parties in interest shall have a right to be heard. This time may be extended by mutual consent.

7. Within fourteen (14) calendar days of said hearing (unless a different period is

mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of his/her determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

8. In the event of the failure of the Superintendent to act in accordance with the provisions in Paragraph 6 and 7 or, in the event a determination by him/her in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within fourteen (14) calendar days of the failure of the Superintendent to act, or within fourteen (14) calendar days of the determination by him/her, may appeal to the Board of Education, unless a different period is mutually agreed upon.

9. Where an appeal is taken to the Board, there shall be submitted by the employee the writing set forth in Paragraph 5, and a further statement in writing setting forth the employee's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent, the adverse party, and the Union.

10. If the employee, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the employee requests, in writing, a hearing before the Board, a hearing shall be held.

11. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall, in writing, notify the employee, his/her representative (if there be one), the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

12. In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to request binding arbitration pursuant to rules and regulations established by the Public Employment Relations Commission, under the Provisions of Chapter 123, Laws of 1974. Said request may be made only when the grievance alleges specific violations of this Agreement, including past practice, and concerns negotiable terms and conditions of employment. All other grievances shall end at the Board level.

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

a. He/she shall have no authority to modify, add to, subtract from, or in any ways whatsoever alter the terms and provisions of this Agreement.

b. He/she shall be bound by the decisions of the Commissioner of Education of the State of New Jersey, the decisions of the Courts of New Jersey, and all New Jersey Statutes.

13. A request for arbitration shall be made no later than thirty (30) calendar days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer period of time within which to assert such a demand.

14. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the Board and the employee, or if represented by the Union, by the Board and the Union. Each of the parties shall bear its own costs.

15. In the event a grievance is filed by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Superintendent and, if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. Neither party will permit its members or agents to take reprisals against members of the other party in the exercise of the rights and privileges provided for in this article, nor will either party condone the taking of any such action by any of its members or agents.

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

18. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

C. PROCEDURE - BOARD

1. The Board shall have the right to institute a grievance against the Union for alleged failure to abide, insofar as legally possible, by the terms and conditions of this agreement, as such terms and conditions relate to the contractual responsibilities of the Union only.

2. The Board shall institute action under the provisions hereof within forty-five (45) calendar days of the occurrence complained of, or within forty-five (45) calendar days after the Board would reasonably be expected to know of its occurrence.

3. The Board or its representative shall meet within ten (10) calendar days with the Union. In the event that the grievance is not resolved, the Board may request binding arbitration within twenty (20) calendar days thereafter pursuant to rules and regulations established by the Public Employment Relations Commission. The parties shall be bound by the rules and regulations of the Public Employment Relations Commission.

ARTICLE V

PROMOTIONS AND NEW POSITIONS

A. Promotional positions are defined as being those positions paying a salary differential or a new position.

B. Promotional positions for which employees might qualify shall be adequately publicized by the Superintendent in accordance with the following procedures:

1. Notices of vacancies and promotional and/or new positions shall be posted in each school as well in advance as is reasonably possible, setting forth the qualifications for the position, its duties, and its rate of compensation.

a. Employees who desire to apply for such vacancies shall submit their application in writing to the Superintendent within the time limits specified in the notice, and the Superintendent shall acknowledge properly, in writing, receipt of such application.

b. Where the position requires specific certification, the employee interested in applying for the position shall indicate his/her qualifications in his/her application.

C. All qualified employees shall be given reasonable opportunity to make application, and no position shall be filled until all properly submitted applications have been considered.

D. All applications received from qualified employees within the announced time limit shall be reviewed by the Superintendent or his/her designee, before the name of his/her nominee is submitted to the Board of Education for approval.

E. All applicants will be notified by letter as to whether or not they are the successful candidates.

F. The Board will make every effort to offer promotions to the employee with the most seniority, experience and training being equal to that of the candidate with lesser seniority. However, the Board reserves the right to promote the most qualified employee regardless of seniority if it is in the best interest of the Board to do so.

ARTICLE VI

EMPLOYEE ASSIGNMENTS

1. On or before June 15 of each school year, the Board shall notify each employee employed on or before the preceding September 1, in writing, that the employee will be:
 - a. Employed for the subsequent school year, or,
 - b. Not employed.
2. Such notification shall be done, subject to the following conditions:
 - a. That the Union and the Board have negotiated, approved, and ratified a contract for the subsequent school year not later than March 1st, or are in the midst of such negotiations on March 1st;
 - b. That such notification shall not restrict the Board's right to subsequently establish or abolish positions, assign or re-assign personnel, subject to the terms of this contract, and to so notify the affected employees within a reasonable time after taking such action.

ARTICLE VII

EMPLOYEE OBSERVATION AND EVALUATION

A. GENERAL

1. Observation and evaluation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. Such on-the-job evaluations shall include only school related activities and responsibilities.

2. All situations involving hearsay shall be thoroughly investigated by the administration. At the time the administration decides to investigate, the employee shall be notified in writing of the specific allegations made against him/her. The hearsay shall not appear in any evaluation nor shall it influence an evaluation unless the investigation substantiates the hearsay. The employee shall have the right of representation by the Union for the duration of the investigation. If a written report results from the investigation, the employee shall have the right to reply in writing and to have this reply appended to the report.

3. Information regarding the performance of an employee obtained by an administrator as the result of an on-the-job observation by another administrator may be included in an annual evaluation and shall not constitute hearsay.

4. No material derogatory to an employee's conduct, service, character, or personality, shall be placed in his/her personnel file unless the employee has had an opportunity to review the material, and in those cases where derogatory material comes from sources other than the administration, only after a thorough investigation. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed along with a notation, if appropriate, that a written reply is attached, with the express understanding that such signature in no way indicates agreement with the contents or assent to its inclusion in his/her personnel file.

5. The Board shall not establish any separate personnel file.

a. This provision shall not limit the Board's right to establish personnel files as may be required in the operation of the school system, with the understanding that such files will be available for the employee's inspection.

b. An employee shall have the right, upon request, to review the contents of his/her personnel files in the presence of a person authorized by the Board. After an initial review of the personnel files, an employee may request a second review of the files accompanied by a representative of the CWA AFL/CIO or legal counsel.

B. ANNUAL EVALUATION

1. Observations of the work performance shall be conducted openly by the Administrator in charge. The daily working contact and relationship between an Administrator and the employee shall constitute observations as used herein in this Article and Agreement.

2. Observations made by an Administrator shall be reduced to writing and given to the employee on or before June 1. The employee shall be given a copy of any such observation and subsequent evaluations made there from. Employees with less than three (3) years of service shall have a minimum of one (1) written evaluation each year.

3. An employee may request and shall be granted a conference with the Administrator in charge to discuss his/her evaluation. Such a conference shall be granted within ten (10) working days. Each employee shall be required to sign the evaluation form. Signing does not signify approval. Only completed evaluation forms shall be presented for signature.

4. The evaluation forms shall be placed in and comprise a part of the personnel folder of each employee.

ARTICLE VIII

EMPLOYEE FACILITIES

A. Within budgetary appropriations and within physical limitations, suitable and adequate facilities shall be furnished for the use of employees.

B. Whenever it is alleged by the employees that the facilities are inadequate or unsuitable, the Union shall present to the Board a written statement of the respects in which it is alleged that facilities are neither suitable nor adequate and the corrective action it desires to have taken.

C. 1. If the action requires an expenditure of funds, the corrective action shall be taken as expeditiously as possible provided funds are available.

2. If funds are not available, suitable notations shall be made of the requests, and the Board, in connection with the preparation of the next budget, shall give due consideration to the inclusion in said budget of the funds deemed necessary to establish the requested facilities.

D. Employees shall be provided with three (3) pairs of pants, four (4) shirts and one (1) pair of safety shoes at the start of each school year, if needed. Worn or damaged garments will be presented to management upon request.

ARTICLE IX

WORK YEAR

A. The calendar adopted by the Board for the school year for twelve (12) month employees shall be recognized as the official calendar for purposes of this agreement.

B. 1. There shall be fifteen (15) paid holidays per year. The holiday schedule shall be that established by the Board after consultation with the Union. No changes shall be made once the holiday calendar is adopted except after discussion of proposed change between the Union and the Board. The Board reserves the right of final decision on the school/holiday calendar.

2. Earned vacation time for full-time employees will be calculated in accordance with the following:

a. A complete year of employment is defined as a calendar year beginning and ending on the individual's current employment anniversary date, i.e., the anniversary date for a person employed on November 1 would be November 1 each year.

b. A working month is defined as a calendar-month during which a person is actively employed on the fifteenth (15th) of the month. A person whose contract employment date is after the fifteenth (15th) or, a person who terminated employment before the fifteenth (15th) will receive no earned vacation for that calendar month.

c. During the first four (4) complete years of employment (first 48 working months) employees will be entitled to earned vacation at the rate of .833 days for each working month; i.e., ten (10) days per complete year of employment.

d. During the next three (3) complete years of employment (working months 49 through 84), full-time twelve (12) month employees will be entitled to earned vacation at the rate of 1.25 days for each working month; i.e., fifteen (15) days per complete year of employment.

e. Starting with the eighth (8th) complete year of employment (85th working month), full-time twelve (12) month employees will be entitled to earned vacation at the rate of 1.667 days for each working month; i.e., at the rate of twenty (20) days per complete year of employment.

3. Employees may take earned vacation time at any time, subject to the approval of their immediate supervisor.

a. Employees entitled to earned vacation time must take this time not later than June 30 of the second year after it has been earned and credited. Earned vacation time not taken by the end of this second year shall be permanently lost and the time shall be

deducted from the employee's account balance.

4. Employees taking earned vacation time may receive on the last working day prior to the vacation their salary check for any pay period occurring during the vacation period, provided such salary checks are already prepared.

5. In the situation of an employee who dies while employed by the Teaneck Public Schools, earned vacation time shall be calculated through the date of death. Salary payment for any earned vacation time shall be made to the employee's estate.

6. Employees who quit or are discharged for cause during their first calendar year of employment shall not be entitled to earned vacation time.

7. Employees that were previously represented by another collective bargaining unit prior to this agreement and are now included in the recognition article in this agreement, shall retain the number of annual vacation days to be earned at the time of the transfer.

ARTICLE X

SICK LEAVE

A. 1. Sick leave is hereby defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease.

2. The term "sick leave" as above defined shall include anticipated disability leave as provided for elsewhere in this Agreement. No other excuse will be permitted to be charged against this benefit.

B. Full-time employees may accumulate sick days not to exceed twelve (12) days per year. In the event less than twelve (12) days of sick leave are utilized by an employee covered by this Agreement, there shall be credited to the employee's sick account the difference between the number of days actually used and twelve (12) days.

1. Less than full-time and/or less than full year employees shall have sick leave prorated accordingly.

2. No deduction of sick leave will be made for an employee who is well but quarantined in the home. When submitting a Report of Absence for quarantine, satisfactory evidence must appear on or accompany the Report.

C. No doctor's certificate shall be required in the event of an absence due to illness, unless, in the opinion of the Superintendent, an abuse may be taking place in an individual situation. If, in the opinion of the Superintendent, an abuse exists, a doctor's certificate may be required of the individual in order to receive salary for the period of such absence.

D. DISABILITY INSURANCE

During the term of this Agreement, the Board will provide a mutually agreed upon long-term disability insurance plan for all members of the bargaining unit. The plan shall be the same as the plan provided for employees that were previously represented by another collective bargaining unit prior to this agreement and are now included in the recognition article in this agreement

E. TERMINAL LEAVE

1. Employees who shall retire in accordance with the rules and regulations of the New Jersey State Division of Pensions, or upon leaving the District with no less than ten (10) years of continuous employment, shall receive payment of \$55.00 per day, for each unused sick leave day accumulated in accordance with paragraph E, and remaining in their account on the

date of retirement, up to a maximum payment of \$20,000.00. Said payment will be made within sixty (60) days after the date of retirement.

2. To be eligible for the aforementioned benefit an employee must:
 - a. Have been actively employed by the Teaneck Public School system for no less than ten (10) years;
 - b. Have been separated from service by the Board under honorable circumstances; and
 - c. Have notified the Superintendent of Schools in writing of his/her intention to leave at least sixty (60) days prior to the date of separation.
3. In the event that an employee dies while employed by the Board, his/her estate shall receive terminal leave payments in accordance with the formula set forth in Paragraphs E1 through E2.
4. For employees hired after July 1, 2011, the maximum payment under this article shall be \$10,000. Said payment will be made within sixty (60) days after the date of retirement.

ARTICLE XI

LEAVES OTHER THAN SICK LEAVE

A. MATERNITY LEAVE

1. Any employee may apply for a leave of absence for maternity. The employee must notify the Superintendent of their pregnancy and request for leave as soon as practicable upon learning of the need for such leave.

2. An employee requesting leave under the Section shall specify in writing the anticipated date upon which the employee wishes to commence said leave, and the anticipated date upon which the employee wishes to return to employment following said leave.

3. After a leave has been approved under this Section, the commencement or conclusion dates may be further extended or reduced upon application of the employee to the Board. Such extension of leave shall be granted for a reasonable period of time, subject to the provisions of Subsection 3, above.

4. The provisions of this Section shall not be deemed to impose upon the Board any obligation to grant or extend a leave of absence of any non-tenured employee beyond the end of the contractual school year in which the leave is obtained.

5. All leaves granted under this Section shall be subject to the provisions of Title 18, N.J.S.A.

6. Subsequent to a leave of absence obtained under this Section, an employee may apply for Child-Rearing Leave as provided hereinafter.

B. CHILD REARING LEAVE

1. In the case of a birth or adoption placement of child, any employee shall be entitled to a leave without pay for child rearing purposes.

2. 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.

3. 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.

4. Child rearing leave shall be granted for (a) the balance of the school year in which the birth or adoption placement of the child occurred; or (b) the balance of the school year in which the birth or adoption occurred and the entire following year. Requests for child rearing leave for the following school year shall be made before April 1. The return date for the

leave shall be September 1 unless, in its sole discretion, the Board agrees otherwise.

5. Applications for child rearing leave shall be filed at least three (3) months before the anticipated birth or adoption placement of the child.

6. Where an employee who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such employee may be assigned to any position decided upon by the Superintendent.

7. Anything to the contrary notwithstanding, a child rearing leave may be extended beyond the end of the contract school year in which the leave is obtained with Board approval.

C. DEATH IN THE IMMEDIATE FAMILY

1. Employees shall be granted a leave of absence, without loss of pay, for death in the immediate family for a period not exceeding five (5) working days, beginning with the day after death, but in no case extending for more than eight (8) calendar days.

2. Immediate family would include wife, husband, domestic partner registered under New Jersey law, son, son-in-law, daughter, daughter-in-law, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather and grandchildren. If it is found necessary to exceed the allotment indicated, an additional three (3) work days will be allowed, but with a deduction of the substitute's minimum daily salary.

D. DEATH IN THE NON-IMMEDIATE FAMILY

In the case of the death of a relative not mentioned in subparagraph "C" above, the employee shall be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral. If it is found necessary to exceed the allotment indicated, an additional two (2) days will be allowed, with the approval of the Superintendent of Schools.

E. ILLNESS IN THE IMMEDIATE FAMILY

1. A total of three (3) days per year will be allowed without loss of pay for illness in the immediate family.

2. An employee may use such leave when his/her attendance is required upon a member of the immediate family who is seriously ill and no person other than the employee is available for such purpose. Upon returning to school, the employee shall submit in writing to the Superintendent the reason(s) why such attendance was required. If the Superintendent is not satisfied with said written statement, he/she may require a physician's certificate from the employee.

F. QUARANTINE

No deduction will be made for an employee who is well but quarantined in the home. When submitting a Report of Absence for quarantine, satisfactory evidence must appear on or accompany the Report.

G. PERSONAL BUSINESS

1. Personal business is defined as leave used for any reason except recreation, rest or recuperation, any venture resulting in the remuneration for services rendered by an employee, or any other reason provided for elsewhere in this Agreement.

2. An employee shall have available each school year three (3) such personal business days without loss of pay and without prior approval.

3. Any personal business day to be taken immediately prior or subsequent to a holiday or vacation must first be approved by the Superintendent. In an emergency situation, the Superintendent may give consideration to requests made after the day has been taken.

4. Personal business days available under this Agreement but unused shall accumulate, for the following purposes only:

a. Immediately prior to separation from the Teaneck Public Schools, employees will be entitled to payment for accumulated unused personal days earned and credited to their leave balance account.

b. Payment shall be made in accordance with the terms of Article X, Paragraph E of this Agreement.

H. WITNESS IN COURT

Employees may be absent without loss of pay, when the absence is in obedience to legal process. "Legal process" shall mean summons to appear as a witness in a court in the State of New Jersey or in a court of the United States in a case in which the person is not party and also such that the individual has no option but to appear. When submitting Report of Absence for court compliance, satisfactory evidence must appear on or accompany the report.

I. WORKERS' COMPENSATION INJURY

1. Employees must inform the Business Office immediately of any absence due to an on-the-job injury for which a Workers' Compensation report is, or will be, filed.

2. A Workers' Compensation report must be completed by the employee's immediate supervisor or a school nurse and forwarded to the Business Office along with the

Supervisor's report within forty-eight (48) hours of the accident.

3. An injured employee shall use a physician approved by the Workers Compensation Plan Administrator.

ARTICLE XII

REPORTING ABSENCES AND REIMBURSEMENT REGULATIONS

A. REPORTING ABSENCE

1. When absence is necessary, all personnel must notify any one of the designated persons no later than 6:30 a.m. on the day of the absence.

2. If an unusual situation results in a call after that time, it should be promptly discussed with the Superintendent of Schools as soon as that individual's duties are resumed.

3. When reporting absences, individuals will report the reason for absences, and the approximate duration thereof.

4. If illness necessitates leaving work during the day, individuals will report this to their immediate supervisor. In the event the employee's immediate supervisor is not the building principal, the immediate supervisor, having received the report of the individual's absence shall report the same to the building principal forthwith.

B. REIMBURSEMENT REGULATIONS

1. In order to avoid salary deductions because of absence, all personnel will be required to fill out properly a Report of Absence which will be submitted periodically by the Business Office.

2. An employee who reports a reason for an absence pursuant to the provisions of this Article which reason is determined not to be valid pursuant to the provisions of Articles 10 and 11 shall be docked for that absence and shall not be permitted to have the absence charged to another type of contractual leave. This provision shall not apply in those cases in which an employee reports an absence due to illness and, upon learning that his or her contractual allotment of sick leave has been exhausted, seeks to have that absence charged to personal business leave.

C. INCLEMENT WEATHER

1. Employees will not be required to report for duty, with the exception of certain employees, as determined in section 2 below, nor shall any employee suffer any loss of pay, when school is declared closed due to inclement weather or other emergency condition.

2. Certain personnel (as shall be determined by the Board at the time of the emergency) will be required to report on days when school is declared closed due to inclement weather or other emergency condition. They shall be additionally compensated at the rate of one and one-half (1 1/2) times their regularly hour salary for such reporting.

3. No other personnel but these authorized personnel may report or may be compensated for such reporting.

4. Whenever all teachers are authorized to leave early due to inclement weather or other emergency situation, technology employees shall be dismissed no later than thirty (30) minutes after the last teacher has left.

ARTICLE XIII

MEDICAL INSURANCE

A. The Board shall provide health-care insurance protection through participation in the New Jersey State Health Benefits Plan (SHBP). The Board shall pay the full premium for each employee and, in most cases where appropriate, according to the contract, for family and other dependent plan insurance coverage. Dependent children, domestic partner and civil union coverage shall be provided consistent with the terms and conditions of the SHBP.

1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide coverage for the full twelve (12) month period commencing July 1 and ending June 30; when necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage, subject to the regulations of the New Jersey State Health Benefits Program.

B. Whenever material is made available to the Board describing the provisions of the policies, such material shall be distributed to the employees.

C. The Board shall continue to provide a dental plan to all employees and their dependents.

D. The Board shall continue to provide prescription insurance coverage to employees and their dependents. The plan shall incorporate a requirement that, if available, generic medicines shall be used unless the prescribing physician prohibits substitutions, and shall include hormonal contraceptives. The employee's co-payment shall be \$5 for generic and \$10 for brand-name prescriptions.

E. Employee contributions toward the cost of coverage for the medical benefit(s) enumerated above shall be through withholding of the contribution from the pay, salary or other compensation afforded the employee and in accordance with the provisions of Public Law 2011, Chapter 78. At a minimum, the deduction shall be an amount of at least 1.5% of the base salary.

F. The Board reserves the right to change medical and dental insurance carriers or plans to self insure, provided that the benefits are substantially similar. Furthermore, it is agreed that the Board has the discretion and right to change the prescription insurance carrier, provided that the employee co-payment remains the same during the term of this agreement.

ARTICLE XIV

SALARY GUIDE, SALARY REGULATIONS AND OTHER COMPENSATION

A. During the term of this agreement, the Board covenants and agrees to pay to the employee salaries in accordance with Salary Guides annexed hereto and made a part hereof.

B. The regulations covering the payment of salary shall be set forth in Salary Regulations annexed hereto and made a part hereof.

C. It is understood by the parties that the classification and job description of the positions included in this bargaining unit is the sole determination and responsibility of the Board of Education. Future classifications shall be subject to the grievance procedure set forth in Article IV of this Agreement.

ARTICLE XV

PROFESSIONAL IMPROVEMENT

A. If, in the judgment of the Superintendent of Schools, it is deemed advisable to establish an in-service program or course designed for the improvement of skills, such course shall be established at Board expense.

B. Employees in this bargaining unit shall be offered a minimum of one day of in-service training and staff development within their current schedule per school year.

C. A Professional Development Request form must be completed and submitted to the employee's immediate supervisor along with a copy to the Superintendent of Schools or designee. Approval is subject to the availability of funds and workload schedule. Employees approved to attend Professional Development are not required to use vacation, sick or personal leave. The mileage reimbursement, if any, will be processed in accordance with the district's Travel Policy and NJ State Office of Management & Budget regulations.

D. Disapproval by the Superintendent of Schools is final and not subject to grievance.

E. Should an employee wish to attend Professional Development that was disapproved by the Superintendent of Schools, they may do so at their own expense and on their own time by requesting a Vacation or Personal Business day.

ARTICLE XVI

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its employees dues for the Union, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9.e as amended, and under rules established by the State Department of Education. Said monies, together with the records of any collections, shall be transmitted to the Treasurer of the Union by the 15th of each month following the monthly pay period in which deductions were made. The Union shall supply to its members the proper forms authorizing such deductions.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board new authorizations from its members showing the individual deduction authorizations, and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to the Union the total deduction and not the individual deductions. It shall be the obligation of the Union from the total deduction to make further individual deductions authorized by the members.

C. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Union to the Board.

D. 1. An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended, and the terms of a group contract approved by the Board.

2. Said group contract may make provisions for individual tax-sheltered annuity contracts according to terms agreed to between the Board and the Union, provided such terms do not restrict the rights of other employees who are not members of the bargaining unit.

ARTICLE XVII

AGENCY SHOP

A. REPRESENTATION FEE

The Board agrees to deduct the fair share fee from the earnings of those employees in the bargaining unit as defined in Article I who elect not to become members of the Union and transmit the fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Board of Education.

B. COMPUTATION OF FAIR SHARE FEE

1. The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular unified membership dues, initiation fees and assessments of the majority representatives, less the cost of benefits and services financed through the dues and available only to members of the majority representative. The fee shall be 85% of the regular unified membership dues, fees and assessments.

2. The majority representative shall provide thirty (30) days advance written notice to the Board the information necessary to compute the fair share fee for services enumerated above.

3. Any challenge to the fair share fee assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Board and the majority bargaining representative in accordance with law.

C. CHALLENGE ASSESSMENT PROCEDURE

The majority representative agrees to establish a procedure by which non-member employees in the bargaining unit as defined in Article 1 can, in accordance with law, challenge any assessment.

D. DEDUCTION OF FEE

No fees shall be deducted for any employee sooner than:

1. The thirtieth (30th) day following the notice of the amount of the fair share fee or in the thirtieth (30th) day following the beginning of employment, whichever is later, for new employees appointed to positions in the bargaining unit.

2. In no event will any employee in the employ of the Board at the time the agency shop agreement becomes effective be required to begin payment of the fair share fee before the thirtieth (30th) day following the date said agreement becomes effective.

E. PAYMENT OF FEE

The Board shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative monthly (except July and August) during the term of this Agreement.

F. INDEMNIFICATION

The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon fair share and/or agency fee information furnished by the Union, or its representatives.

ARTICLE XVIII

HOURS OF WORK

A. GENERAL

1. Employees may leave the building without requesting permission during their scheduled duty-free lunch periods.

2. The regular work day shall be eight hours per day with one hour, unpaid for lunch. Reasonable flex-time may be utilized when deemed necessary by the immediate supervisor(s) with the approval of the Superintendent.

3. Duties of the employee are in accordance with the Board approved Job Description appended to and made a part of this agreement.

B. HOURS & OVERTIME

1. All overtime must be authorized by the Superintendent of Schools according to procedures established by the Superintendent.

2. Overtime shall be compensated at the rate of one and one half (1.50) times the employee's normal hourly rate of salary. The normal hourly rate shall be calculated by taking the annual salary divided by 1820 hours to determine the normal hourly rate of pay.

3. Overtime will be defined as that period of time occurring before and after an employee's normal assigned working time, or any time on days when the employee is not scheduled to work.

4. Overtime required for the taping of Board of Education meetings must be authorized by the immediate supervisor and the Superintendent of Schools.

C. COFFEE BREAK AND RELEASE TIME

1. Employees shall be granted two fifteen (15) minute coffee breaks during the work day with approval of their immediate supervisor.

2. Release time for the purpose of conducting Union business may be granted to the chief steward of the Union by the Superintendent of Schools.

ARTICLE XIX

BOARD RIGHTS

A. Nothing contained herein shall be construed to deny or restrict the Board with respect to its power, rights, authority, duties and responsibilities under N.J.S.A. 18A and N.J.A.C. 6, or any other national, state, county or local laws or ordinances. The Board of Education reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement or any successor Agreement, in accordance with applicable laws and regulations:

1. To direct employees of the school district.
2. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, to demote, discharge or take other disciplinary action against employees (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal Agency regarding these matters.
3. To maintain the efficiency of the school district operations entrusted to them.
4. To determine the methods, means and personnel by which such operations are to be conducted, subject to the applicable laws and decisions of any State or applicable agency.
5. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without limitations, all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it, by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decision, or by appropriate courts of competent jurisdiction.

B. Nothing in the above shall limit the Union directly or indirectly in its duty to fairly represent the membership of the Union and to present grievance, proposals, counter-proposals, and to negotiate with the Board of Education on wages, hours and other terms and conditions of employment.

ARTICLE XX

UNION RESPONSIBILITIES

A. The Union shall be responsible for acquainting its members with the provisions of this Agreement and shall be reasonably responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

B. It is the responsibility of the Union, its members and its representatives to carry out administrative directions regarding Board policies and administrative regulations, so long as such directions do not pose a clear and present danger to health and safety, subject to the understanding that the grievance procedure shall be available under the terms specified in Article IV - Grievance Procedure.

ARTICLE XXI

EMPLOYEES' RIGHTS AND PRIVILEGES

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

B. An employee shall be entitled to two (2) working days' written notice of any meeting with the Superintendent of Schools, the Board of Education, or a member of the Board of Education, which could affect their employment.

ARTICLE XXII

REDUCTION IN FORCE/RECALL/TRANSFERS

A. The abolishment of any position(s) will be done by appropriate action of the Board of Education and the Union will be notified of such action within thirty (30) days.

B. The date of employment shall be the contract date that the employee began his/her current employment and shall be the basis for determining seniority for recall purposes.

C. The Board shall have the sole prerogative of assigning and reassigning employees in order to facilitate a reduction in staff.

D. Vacant positions shall first be offered to regularly employed persons before being offered to persons on a seniority list.

E. If, within three (3) years from the date of layoff, there occurs a vacancy in a position covered by this collective bargaining agreement, either as a result of resignations or an authorized increase in the number of positions, said position(s) shall be offered to persons who have been laid off according to the following conditions:

1. In order to be eligible to be placed on a seniority list for the purpose of this Article, an employee must have completed a minimum of (3) years of service in the Teaneck Public Schools and must have received a satisfactory evaluation at the time of layoff.

2. A job offering will be made to the employee on the list with the greatest seniority.

3. In the event of refusal to accept the job offer, or if more than one position is to be filled, offering will continue to be made on the basis of greatest to least seniority until the position(s) is filled or the list is exhausted.

4. If an employee refuses to accept a position offered he/she will be deleted from the seniority list. He/she may request reinstatement to the list subject to the approval of the Board.

5. In the event more than one position is open at the time of offering, the employee with greatest seniority will have the choice of positions.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

PRINTING OF AGREEMENT

This Agreement shall be printed and the costs of such printing shall be borne equally by the Board and the Union.

ARTICLE XXV

SALARY REGULATIONS

A. GENERAL

1. a. Upon entering the system, the step on the guide will be determined by degree of training and length of experience.

b. As a general rule, newly hired employees will not be hired on the salary guide at a higher step than currently employed staff with equal total experience; provided, however, that the Board shall have the right to make exceptions when, in its judgment and discretion, it appears in the best interest of the Board to do so.

c. Newly hired employees will be granted credit for military or alternative civilian service required by the Selective Service System, and for service in the Peace Corps, VISTA up to a maximum of five (5) years. Credit may also be given for school related experience and for time on other equivalent programs as determined by the Superintendent of Schools.

2. a. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

b. The Superintendent shall have the responsibility to recommend to the Board of Education, the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

c. Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to appeal in accordance with the provisions of New Jersey Statute 18A and New Jersey Administrative Code 6A in such matters.

3. Salary increments will be granted for employees on a Board approved leave of absence upon the recommendation of the Superintendent of Schools.

4. All employees will be placed on the appropriate step of the guide as noted in regulation 1 above.

ARTICLE XXVI


DURATION OF AGREEMENT


This agreement shall become effective July 1, 2011 and remain in full force and effect through June 30, 2014.

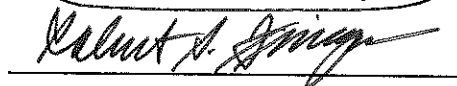
In witness whereof the parties hereto have set their hands and seals to this agreement the day and year above first written.

CWA LOCAL 1025

TEANECK BOARD OF EDUCATION







**TECHNOLOGY WORKERS
SALARY GUIDES**

2011-12

Step 1	\$	52,215
Step 2	\$	53,215
Step 3	\$	54,215
Step 4	\$	59,715
Step 5	\$	62,715
Step 6	\$	63,000
Step 7	\$	63,215
Step 8	\$	63,515
Step 9	\$	63,815
Step 10	\$	64,215

2012-13

Step 1	\$	52,215
Step 2	\$	53,215
Step 3	\$	54,215
Step 4	\$	55,215
Step 5	\$	61,208
Step 6	\$	64,283
Step 7	\$	64,575
Step 8	\$	64,875
Step 9	\$	65,075
Step 10	\$	65,275

2013-14

Step 1	\$	52,215
Step 2	\$	53,215
Step 3	\$	54,215
Step 4	\$	55,215
Step 5	\$	56,215
Step 6	\$	62,432
Step 7	\$	65,569
Step 8	\$	65,700
Step 9	\$	65,900
Step 10	\$	66,100

THE TEANECK PUBLIC SCHOOL DISTRICT
Human Resource Management

POSITION DESCRIPTION

TYPE OF POSITION: TECHNOLOGY

POSITION TITLE: SYSTEMS SUPPORT SPECIALIST

ADMINISTRATIVE RELATIONSHIP: Reports to the Manager of Information Systems

ESSENTIAL QUALIFICATIONS:

1. High school diploma; college or technical school computer training desirable.
2. Experience with PC computers, printers, and software including Local and Wide Area Networking Concepts..
3. Knowledge of logical operation of computers and data communication and wireless devices.
4. Good command of current computer operating systems, applications and knowledge of current developments in computer hardware technology.
5. Ability to reduce problems logically and communicate effectively with instructional and non-instructional personnel, conveying both technical and non-technical information regarding computers.
6. Demonstrated ability to work harmoniously in a multicultural, diverse community.

Such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable.

ESSENTIAL FUNCTIONS OF POSITION:

1. Assist personnel with computer workstations and/or other technology peripherals.
2. Test, repair, replace or terminate network cabling as needed.
3. Assist district staff with audio visual equipment such as projectors, cameras and Smartboards and make use of this equipment for the purpose of recording meetings and events as required.
4. Prepare, assemble, test, image and install computers and applications for the various school sites.
5. Maintain a computer workroom, order technology-related supplies and maintain parts equipment inventory.
6. Assist in maintaining a district computer equipment inventory.
7. Analyze and take corrective action regarding computers and data communications hardware and software problems.
8. Detect and resolve technology malfunctions and network problems.
9. Provide initial diagnoses of problems to determine the major component involved in computer system failures.
10. Replace various computer/printer system components.
11. Ability to clone or image workstations on a large scale and insure smooth data migration..
12. Utilize on-line services for technical assistance and download, when necessary, manufacturer's patch files.
13. Attend workshops and seminars as directed to maintain up-to-date knowledge of new trends and techniques for computer hardware and software.
14. Perform any other duties within the scope of employment, as assigned by the Superintendent.

Position descriptions are established by the Human Resource Management Office and adopted by the Board of Education and are intended only to summarize the essential duties, responsibilities, qualifications, and requirements for the purpose of clarifying the general nature and scope of a position's role as part of the overall organization. Position descriptions are not designed to contain or be interpreted as a comprehensive inventory of all tasks an employee might be expected to perform, and they do not limit the right of the employer/supervisor to assign additional tasks or otherwise to modify duties to be performed. Individuals shall perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise balance the workload. Every employee has a duty to perform all assigned tasks. The order, of essential functions and duties of the position as listed in the position description, is not designed or intended to rank the duties in any order of importance relative to each other.

TERMS OF EMPLOYMENT:

Twelve month employment. Salary determined by negotiations between the Teaneck Board of Education and the Teaneck Township Education Association.

EVALUATION:

The annual performance evaluation will be based upon this position description, any applicable state regulations and/or Board of Education policies.

W.S.L. *T.C.*

**EXTRACT FROM THE MINUTES OF A MEETING OF THE
BOARD OF EDUCATION OF THE TOWNSHIP OF TEANECK,
BERGEN COUNTY, N.J. AS RECORDED IN THE
OFFICIAL MINUTE BOOK**

The Board of Education of the Township of Teaneck in the County of Bergen, New Jersey, convened in public session Wednesday, August 22, 2012, at 8:00 p.m. in the Margaret Angeli Staff Development Room, in the Eugene Field School Administration Building, One Merrison Street, Teaneck, New Jersey.

The following members of the Teaneck Board of Education were present:

Dr. David Diuguid, Mrs. Gervonn Rice, Mr. Sebastian Rodriguez, Mr. Howard Rose, Mrs. Clara Williams and Dr. Ardie Walser

The following members were absent: Mr. Herbert Burack, Mrs. Margot Embree Fisher, Mrs. Sarah Rappoport

Finance & Budget #38

On a motion by Dr. Diuguid seconded by Mr. Rodriguez the Board, by roll call vote of the members present, the board approved the following resolution:

that the Board approve the Memorandum of Agreement ratified by the **Communications Workers of America, Local 1025, (CWA)**, the Collective Bargaining Agreement and Salary Guides for the period July 1, 2011 through June 30, 2014.

ROLL CALL:	AYES:	6
	NAYS:	0
	ABSTAIN:	0

STATE OF NEW JERSEY)
COUNTY OF BERGEN)

I, Robert S. Finger, Secretary of the Board of Education of the Township of Teaneck, in the County of Bergen, State of New Jersey, hereby certify that the foregoing extract from the minutes of the meeting of the Teaneck Board of Education duly called and held on Wednesday, August 22, 2012 has been compared by me with the original minutes as officially recorded in my office in the minute book of said Teaneck Board of Education and is a true, complete copy thereof and of the whole of said original minutes so far as the same relate to the subject matter referred to in said extract. In witness I have hereunto set my hand and affixed the corporate seal of the Teaneck Board of Education this 23rd day of August, 2012.

SEAL



Robert S. Finger, CFE, CGFM, QPA
Business Administrator/Board Secretary



Local 1025 P.O. Box 1231 Maywood, NJ 07607

August 20, 2012

Mr. Finger,

On August 20, 2012, the Teaneck technology Group represented by CWA Local 1025 met to ratify their contract. Results of the vote were five (5) yes and zero (0) no. CWA considers this contract ratified, pending approval by the board. If you have any questions, please feel free to contact me prior to the board meeting on August 22, 2012 to discuss.

Sincerely,

Tom Costello
Business Manager
CWA Local 1025
Phone: (201) 988-1781
Email: tcoz333@aol.com

MEMORANDUM OF AGREEMENT

The TEANECK BOARD OF EDUCATION (hereinafter "The Board") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 1025 (hereinafter "The UNION") have entered into collective negotiations for the establishment of a collectively negotiated agreement of the newly formed Local 1025, and subject to ratification by the parties, are hereby agreed as follows:

1. Duration: The Agreement shall be three years in duration, beginning July 1, 2011 and ending on June 30, 2014.
2. The parties have agreed upon a Scattergram representing 5 employees with a total salary base of \$310,575.00.
3. Effective July 1, 2012 salaries shall be increased by an average of 0.0% for the 2011-2012 school year. For the 2012-2013 school year, salaries shall be increased, on average by 2.5% over the previous year's levels. For the 2013-2014 school year, salaries shall be increased, on average by 2.0% over the previous year's levels.
4. All salary increases shall be inclusive of increment and distribution of increases shall be accomplished through development of salary guides which will be mutually agreed upon for each year.
5. Subject to ratification of the parties, the Board and the Union have agreed to terms of the collectively negotiated agreement set forth in the attached document entitled *Agreement between the Teaneck Board of Education and Communications Workers of America, AFL-CIO, Local 1025*. The

T.C.
1025
[Signature]

parties have, by initialing each page of the attached agreement, identified those matters agreed upon between the parties. Proposals not agreed upon nor referenced within the Memorandum, nor referenced within the attached agreement, are hereby withdrawn.

6. Miscellaneous: *(see attached)*

All parties signing the Memorandum agree that they shall support the approval and ratification of the Agreement.

TEANECK BOARD OF EDUCATION

COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO LOCAL 1025

Ardis DeWals
Monica [unclear]
Dr. J. L. [unclear]
[unclear]

James [unclear]
Ronald [unclear]

Dated: *8/15/12*

Dated: *8.15.2012*

13. A request for arbitration shall be made no later than thirty (30) calendar days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer period of time within which to assert such a demand.

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

15. In the event a grievance is filed by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Superintendent and, if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. Neither party will permit its members or agents to take reprisals against members of the other party in the exercise of the rights and privileges provided for in this article, nor will either party condone the taking of any such action by any of its members or agents.

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

18. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

C. PROCEDURE - BOARD

1. The Board shall have the right to institute a grievance against the Union for alleged failure to abide, insofar as legally possible, by the terms and conditions of this agreement, as such terms and conditions relate to the contractual responsibilities of the Union only.

2. The Board shall institute action under the provisions hereof within forty-five (45) calendar days of the occurrence complained of, or within forty-five (45) calendar days after the Board would reasonably be expected to know of its occurrence.

3. The Board or its representative shall meet within ten (10) calendar days with the Union. In the event that the grievance is not resolved, the Board may request binding arbitration within twenty (20) calendar days thereafter pursuant to rules and regulations established by the Public Employment Relations Commission. The parties shall be bound by the rules and regulations of the Public Employment Relations Commission.

deducted from the employee's account balance.

4. ^{Employees T.C. P/A} Personnel taking earned vacation time may receive on the last working day prior to the vacation their salary check for any pay period occurring during the vacation period, provided such salary checks are already prepared.

5. In the situation of an employee who dies while employed by the Teaneck Public Schools, earned vacation time shall be calculated through the date of death. Salary payment for any earned vacation time shall be made to the employee's estate.

6. Employees who quit or are discharged for cause during their first calendar year of employment shall not be entitled to earned vacation time.

7. Employees that were previously represented by another collective bargaining unit prior to this agreement and are now included in the recognition article in this agreement, shall retain the number of annual vacation days to be earned at the time of the transfer.

FOR DISCUSSION ONLY

ARTICLE XIII

MEDICAL INSURANCE

A. The Board shall provide health-care insurance protection through participation in the New Jersey State Health Benefits Plan (SHBP). The Board shall pay the full premium for each employee and, in most cases where appropriate, according to the contract, for family and other dependent plan insurance coverage. Dependent children, domestic partner and civil union coverage shall be provided consistent with the terms and conditions of the SHBP.

1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide coverage for the full twelve (12) month period commencing July 1 and ending June 30; when necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage, subject to the regulations of the New Jersey State Health Benefits Program.

B. Whenever material is made available to the Board describing the provisions of the policies, such material shall be distributed to the employees.

C. The Board shall continue to provide a dental plan to all employees and their dependents.

D. The Board shall continue to provide prescription insurance coverage to employees and their dependents. The plan shall incorporate a requirement that, if available, generic medicines shall be used unless the prescribing physician prohibits substitutions, and shall include oral contraceptives. The employee's co-payment shall be \$5 for generic and \$10 for brand-name prescriptions.

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F. The Board reserves the right to change medical and dental insurance carriers or plans to self insure, provided that the benefits are substantially similar. Furthermore, it is agreed that the Board has the discretion and right to change the prescription insurance carrier, provided that the employee co-payment remains the same during the term of this agreement.

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B. The regulations covering the payment of salary shall be set forth in Salary Regulations annexed hereto and made a part hereof.

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PROFESSIONAL IMPROVEMENT

A. If, in the judgment of the Superintendent of Schools, it is deemed advisable to establish an in-service program or course designed for the improvement of skills, such course shall be established at Board expense. ~~Personnel may attend each course or courses on their own time and at their own expense.~~

B. Employees in this bargaining unit shall be offered a minimum of one day of in-service training and staff development within their current schedule per school year.

~~C. A Professional Development Request form must be completed and submitted to the employee's immediate supervisor along with a copy to the Superintendent of Schools or designee. Approval is subject to the availability of funds and workload schedule. Disapproval by the Superintendent of Schools is final and not subject to grievance. Employees approved to attend Professional Development are not required to use vacation, sick or personal leave. The mileage reimbursement, if any, will be processed in accordance with the district's Travel Policy and NJ State Office of Management & Budget regulations. Should an employee wish to attend Professional Development that was disapproved by the Superintendent of Schools, they may do so at their own expense and on their own time by requesting a Vacation or Personal Business day.)~~

→ Remove + put later

E.

T.C.
P.H.