

AGREEMENT BETWEEN  
LITTLE FERRY BOARD OF EDUCATION  
AND  
LITTLE FERRY EDUCATION ASSOCIATION  
JULY 1, 2004 THROUGH JUNE 30, 2007

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## Article I

### DEFINITIONS

- A. The term "Board" shall include its officers and agents. The Board agrees not to negotiate with any organization other than that designated as the representative, above-mentioned, for the duration of this agreement.
- B. The term "Administration" shall include the Superintendent of Schools, Principals, Supervisor of Instruction, Director of Adult Education, Summer School Principal, and Board Secretary/School Business Administrator.
- C. The terms "teacher(s)" or "nurse(s)" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.
- D. The term "immediate family" is defined as spouse, children, brothers and sisters, and also parents and grandparents of employee or of the spouse.
- E. Grievance (see XV B.1.)
- F. The term "dependents" as used herein shall be deemed to include a spouse and any natural or adopted children of any member of the Association.

## Article II

### RECOGNITION

The Board hereby recognizes the Little Ferry Education Association as the exclusive bargaining representative for all certified teaching personnel (including nurses) under contract, but excluding supervisory and executive personnel, administration (see above) office, clerical and maintenance and operating employees.

## Article III

### MANAGEMENT RIGHTS

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B. To hire all employees subject to the provisions of law, determine their qualifications, the conditions for their continued employment, their dismissal or demotion; and promote, and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, as permitted by the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States, and provided further that such limitations are in conformity with such laws.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under any national, state, county, district, or local laws or regulations as they pertain to education.

#### Article IV

#### LUNCH HOUR SUPERVISION & LUNCH PERIOD

- A. The Board of Education will solicit applications from the staff in order to select one (1) staff member to be in charge of lunchroom supervision in each school.
- B. The teacher/nurse will be assisted in lunchroom duties and lunch hour playground supervision by aides. These aides will be directly responsible to the teacher/nurse in charge. This teacher/nurse shall be stationed in and around the school building in order to discharge his/her legal obligations as directed by the Administration.
- C. The teacher/nurse in charge shall continue to be compensated as follows:
  - 1) For the school year 2004/05     \$3132.00
  - 2) For the school year 2005/06     \$3269.81
  - 3) For the school year 2006/07     \$3413.68

D. Teacher/nurse absences from duty beginning with the sixth (6<sup>th</sup>) absence shall result in a deduction of fifteen (\$15.00) dollars per day.

E. When the teacher/nurse in charge is absent, a replacement will be assigned from the staff (or substitute if the teacher/nurse is absent) on a rotating basis in accordance with established policy on file dated February 2, 1982.

F. Substitutes will be paid at the rate of fifteen (\$15.00) dollars per day. This amount will be shared among the teachers/nurses if more than one (1) is assigned.

G. Teachers/nurses shall continue to have fifty (50) minutes for lunch. However, when scheduling necessitates, lunch may be a minimum of thirty (30) minutes. The difference between fifty (50) minutes and the actual lunch period shall be added to a teacher's weekly preparation time. This additional preparation time shall be given in minimum of twenty (20) minute blocks.

## Article V

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. Use of School Buildings

The Association, through its duly appointed representative, shall have the right to request use of school buildings at reasonable times for meetings. The Principal of the building shall receive requests at least forty-eight (48) hours prior to the proposed meeting, if possible, and shall grant reasonable requests where possible, if there is not a scheduling conflict.

B. The Association shall have use of a bulletin board in the faculty lounge of each building.

C. The Association shall have the right to use teachers'/nurses' mailboxes to distribute material dealing with the proper and legitimate business of the Association.

## Article VI

### PROFESSIONAL DEVELOPMENT

The Board will consult with staff before adopting any change in educational matters such as materials, methods, texts, curricula, in-service workshops, conferences, programs etc., wherever possible.

The Board agrees to pay the full cost of tuition and other reasonable expenses (including fees, lodging, meals, and/or transportation) incurred in connection with any courses, workshops,

seminars, conferences, in-service training sessions, or other such sessions which a teacher/nurse is required and/or requested by the Administration to take.

The Board agrees to expend up to five hundred (\$500.00) dollars per contract year to purchase books, equipment and/or other education resource materials. Such expenditures shall be requested by the Association to the Superintendent prior to April 1<sup>st</sup> of each year. The Board shall provide adequate space for housing said books and materials in convenient and readily accessible locations.

#### Experimentation

(1) At the Board's discretion, the Association may be called upon to aid the Board in providing better instruction. The Board welcomes Association participation in all aspects of strengthening the education program to meet the needs of the students, the schools and the community.

(2) The Association may participate in any aspect of any experimental or other project or program. Such participation shall include, but not be limited to, all phases of proposals, inquiry, study, research, deliberations, recommendations, implementation, and adoption. Any aspect of an experimental program which would affect the terms and conditions of teacher/nurse employment shall be negotiated with the Association before implementation.

### Article VII

#### PROFESSIONAL INCENTIVE PROGRAM

A. The purpose of the Professional Incentive Program is to enable teachers and nurses to meet the requirements for advanced standing on the salary guide through activities that will best serve their needs as teachers and nurses.

B. All equivalency credit activities shall be submitted to the Superintendent and be subject to the final approval of the Board of Education. A written application must be completed on the appropriate request form which may be obtained from the Principal of each building.

C. Equivalency credit may be granted for courses, workshops, and in-service programs sponsored or approved by the Board of Education, institutions of higher learning or other professional organizations.

D. Equivalency credits shall be granted upon receipt of certified transcripts from institutions of higher learning or certificates of attendance from in-service courses.

E. Credits

1. College graduate undertaken at any accredited college or university shall have the credits determined by the specific institution of higher learning.

2. The credits for Bergen County Education Association sponsored or approved workshops shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit  
24 hours equals: 2 Credits, etc.

3. The credits for any in-service programs sponsored or approved by the Board shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit  
24 hours equals: 2 Credits, etc.

4. Any accumulation of fifteen (15) credits submitted by a teacher or nurse to meet requirements for advanced standing on the salary guide must consist of ten (10) credits earned in graduate study in an accredited college or university.

F. The Board shall continue to reimburse any teacher participating in the Professional Incentive Program for any tuition fees incurred by the teacher up to a maximum of one thousand (\$1,000.00) dollars per year for each future year of the contract, except that no more than six thousand (\$6,000.00) dollars shall be spent in any one (1) academic year for tuition reimbursement. The individual figure and the maximum figure are increased by 4.4% each school year during the term of the agreement.

1. Reimbursement for tuition fees incurred for credit activity shall be made on or before October 1<sup>st</sup>, for tuition fees incurred during the preceding September through June and on or before April 1<sup>st</sup>, for tuition fees incurred during the preceding July through September. Reimbursement shall be applied toward the maximum reimbursement allowed for the fiscal year in which incurred; provided that:

- a. The course or equivalent was approved by the Board and satisfactorily completed by the teacher.
- b. The teacher remains in the employ of the Board.

2. Reimbursement for tuition fees incurred for non-credit activity shall be made upon submission to and approval by the Board. Reimbursement for non-credit activity shall be applied toward the maximum reimbursement for the fiscal year in which the expense was incurred.

G. Effective September 1992, in-service training will be voluntary if outside of the teacher's normal workday. If in-service training extends beyond a regular workday, a teacher will be compensated on a pro-rata basis of twenty-five (\$25.00) dollars per hour for each additional hour required beyond the normal workday. If the in-service is not on a regular

workday, compensation will be fifty (\$50.00) per day. The amounts of \$25 and \$50 are increased by 4.4% each school year during the term of the agreement. Notwithstanding anything to the contrary in Article VII (G), effective July 1, 2001, teachers shall not receive compensation for in-service workshops provided the workshops qualify towards a teacher's required 100 hours of teacher's credit.

## Article VIII

### TEMPORARY ABSENCES AND LEAVES

#### A. General Policy

Under no circumstances shall any teacher or nurse be absent from school without the knowledge of the Superintendent's Office. Notification shall take place prior to the opening of the school day in accordance with procedures set forth in the Administrative Manual.

#### B. Personal Illness

Absences for personal illness shall be allowed and shall include full pay for eleven (11) school days in each school year. The unused days may be accumulated beginning from the date of the current continuous employment by the Board, to be available in case of personal illness in subsequent school years. The term "current continuous employment" as used in this sub-paragraph shall include time on authorized leave provided there is a return to work immediately at the end of such leave.

In verifying alleged abuses of sick leave, prior to a decision being made by the Board, the individual will be given an opportunity to respond and have a right to representation.

#### C. Illness in Family

Where personal presence at home is advisable because of serious illness in the immediate family, each person shall be entitled to from one (1) to five (5) days leave per contract year: the first two (2) days at full pay and the three (3) remaining days at one-half (1/2) pay. Leave granted under provisions of this sub-paragraph are in addition to any leave granted under sub-paragraph (b) of this section

#### D. Death in the Immediate Family

1. A maximum of four (4) days without loss of pay will be allowed for absence due to death in the immediate family. The four (4) days shall be reduced by any intervening non-school day(s): for example, if the first day is taken on a Friday, only that day and the immediately following Monday shall be allowed with pay. Should an additional day be needed, use of a personal day will be allowed upon notice of Administration and the required notice time of the personal day will be waived. Leave beyond the five (5) day period may be allowed on one-half (1/2) pay at the discretion of the Board.



2. In the event of the death of employee's or spouse's uncle, aunt, or relative not in the immediate family, there shall be allowed a one (1) day absence without loss of pay.

E. Quarantine

Absences due to quarantine on account of a contagious disease, when such quarantine is not due to personal illness, shall be allowed with pay. A certificate from the health officer of the community or a school physician shall be filed with the Superintendent of all absences due to quarantine under this section.

F. Court Subpoena

Absence required by subpoena shall be allowed for one (1) school day with pay. Additional days where required by subpoena and documented to the satisfaction of the Board may be allowed at one-half (1/2) pay. If a teacher or nurse is a party to a suit, other than as a defendant in a litigation arising as a result of school duties, absences from school as a result thereof shall be granted in accordance with the section on Personal Leave.

G. Personal Leave

A maximum of three (3) school days per year shall be allowed with pay for discharge of important personal matters; family, business, legal and religious responsibilities; and professional association responsibilities that cannot be handled outside of regular work hours, or for other personal emergencies. At least three (3) days notice in writing shall be given through the Principal for action by the Superintendent, except for emergency matters. All personal leave shall be subject to the Superintendent's approval. One (1) unused personal day may be accumulated and forwarded to the subsequent year so as to provide a total of not more than four (4) days personal leave in any year.

H. Inclement Weather

1. When schools are open for pupils in inclement weather, teachers and nurses shall report for duty. If a teacher or nurse cannot report because of inclement weather, a detailed explanation, in writing, must be submitted to the Superintendent if any pay is sought for such absence. Payment for such absence shall be at the discretion of the Board.

2. If it is necessary for an employee to be absent or late, he/she must notify the school at the earliest practicable time before he/she is scheduled to report to work.

I. Any absence or time allowed under any provision of the paragraph entitled "Temporary Absences and Leaves" shall be non-cumulative except where otherwise expressly provided.

J. Professional Visitation Days

Up to two (2) days leave will be permitted for the purpose of visiting other schools or attending meetings or conferences of an educational nature. This will be allowed with no loss of pay, providing a written request has been submitted and approved by the Administration. It is the Administration's prerogative to approve or deny such requests. A written report (in duplicate) must be submitted by such teacher to his/her building Principal within ten (10) days subsequent to such visitation.

Article IX

EXTENDED LEAVES OF ABSENCES

A. Maternity/Paternity Leave

1. A maternity/paternity leave up to a maximum of twenty-four (24) calendar months without pay may be granted to all tenured teachers and nurses provided such leave is requested in writing.

2. The Superintendent of Schools shall be notified as soon as it is known that such leave will be necessary but not more than thirty (30) days after confirmation of pregnancy.

3. The Board shall not remove any teacher/nurse from her duties during pregnancy unless the teacher/nurse cannot produce a certificate from her physician that she is medically able to continue teaching.

4. All benefits to which a teacher/nurse was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave, personal leave, and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

5. All extensions or renewals of leaves shall be applied for in writing and if granted, shall be granted in writing.

6. A teacher/nurse with tenure, when granted leave, shall return to his/her duties as of a September 1<sup>st</sup> date, preceded by return notice by April 1<sup>st</sup>.

B. Personal Health and Family Hardship

A leave up to a maximum of twelve (12) calendar months without pay may be granted to all teachers and nurses by the Board upon the recommendation of the Superintendent. An application for such leave for restoration of health or alleviation of personal or family hardship shall be made in writing to the Superintendent. Benefits to which a teacher/nurse was entitled at the time said leave commenced, including unused accumulated sick leave, personal leave, and credit toward sabbatical eligibility, shall be restored upon return, and the teacher/nurse may be assigned to the same position which the person held at the time said leave commenced, if available (and if in the best interest of the Board to effect such placement).

C. Sabbatical Leave

1. Requests for sabbatical leave shall be filed with the Superintendent in writing on forms furnished by him/her no later than November 1<sup>st</sup> of the year immediately preceding the school year for which the sabbatical leave is requested.
2. Not more than two (2) teachers/nurses of the staff will be granted a sabbatical leave in any one (1) year.
3. Sabbatical leave for study - All teachers/nurses holding appropriate certificates who have served satisfactorily for a period of at least seven (7) years in Little Ferry may be granted, at three-quarter (3/4) pay, a leave of absence for appropriate study for either one-half (1/2) of a school year or for a full school year. The teacher granted such leave shall be required to contract with the Board to serve the Little Ferry system for three (3) years after the expiration of such leave. If circumstances prevent such teacher from fulfilling the obligation to serve the Board for such three (3) year period, such teacher shall reimburse the Board in direct proportion for the unfilled time unless such teacher is incapacitated, had been discharged, or has been released for good and sufficient reason by the Board from this obligation. (For example, if only one year has been served following sabbatical leave, such teacher would reimburse the Board two-thirds (2/3) of the amount paid such teacher during the sabbatical leave.) The following activities shall be considered appropriate study:
  - a. Formal graduate study (verified). A minimum of fifteen (15) points or credits per semester in the individual's own field or work related to that field. The Superintendent shall exercise discretionary powers of approval.
  - b. Writing a doctoral thesis (verified).
  - c. Schedule of study and travel planned in consultation with the Superintendent.
4. Upon return from sabbatical leave, a teacher/nurse shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
5. No more than one (1) sabbatical leave for study may be taken by any one teacher/nurse in any four (4) year period.

6. Service on sabbatical leave shall count as active teaching service for the purpose of retirement, and contributions to the Teachers' Pension Fund of the State of New Jersey shall be continued.

7. Payments for health insurance, contributory life insurance, credit union and/or other items as authorized by the teacher/nurse shall also be continued while said teacher/nurse is on sabbatical leave.

8. The professional employee to whom the sabbatical leave is granted shall accept the responsibility for providing evidence (transcript or comparable document) that the purpose of the leave is being fulfilled, bearing in mind that an ethical relationship exists between the recipient and the Superintendent of Schools and the Little Ferry Board of Education. If the Superintendent of Schools is convinced that the professional employee on sabbatical leave is not fulfilling the purpose of the leave, he/she shall, after conferences with the employee, report this fact to the Board of Education and the Board may terminate said leave. However, the employee may request a hearing with the Board before final action is taken.

9. If the professional employee on sabbatical leave shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent of Schools and shall be transferred from sabbatical leave to maternity leave of absence.

D. Written intent to return from sabbatical and maternity leaves must be given on or before April 1<sup>st</sup> of the school year beginning on September 1<sup>st</sup>.

## Article X

### HOSPITALIZATION AND HEALTH BENEFITS

#### A. Hospitalization and Health Benefits

The Board will pay the full cost of New Jersey Health Benefits Insurance plan which includes Blue Cross, Blue Shield, Major Medical, and Rider J by Prudential Insurance Co. for all members of the Association and their dependents.

#### B. Dental Plan

The Board will pay the full cost of the Delta Dental Service of New Jersey presently in effect for all members of the Association and their dependents. Coverage shall be in the 70/30 ratio. Coverage shall be for employees with twenty (20) or more hours.

#### C. Optical

1. The formula shall remain as is;
2. The Board of Education will pay each teacher/nurse who submits a voucher the amount of such voucher up to \$150.00;

3. That should the full sum allocated, not be expended by (2) above, the sum remaining shall be expended by paying 50% of the sums remaining unpaid as evidenced by the submitted voucher or vouchers to the extent that monies are available;
4. That if monies still remain unexpended, same shall inure to the benefit of the district;
5. That the President of the Association by July 30<sup>th</sup> in each year shall be given a statement of monies expended, showing the name of each recipient and the amount paid.

## Article XI

### SALARY

A. All teachers and nurses shall be compensated in accordance with the Salary Guides attached hereto as Schedules A-1 and A-2. New employees shall be placed on the Guide on a Step Level no higher than those teachers in Little Ferry with comparable experience.

B. Extracurricular Activities Compensation

Teachers and nurses shall be compensated in accordance with Schedule B.

C. It shall be clearly understood by the parties hereto 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, adjustment and longevity 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 withholding of salary increment by May 15<sup>th</sup> of the year preceding the school year.

2. The Board will notify the employee of his/her right to address the Board with representation of his/her choice prior to finalization of proposed action to withhold a salary increment.

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

4. If the action of the Board is to withhold an increment, it shall, within then (10) days, give written notice of such action to the employee concerned.

5. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any teacher/nurse who is a party in interest, any building representative designated by the teachers/nurses, any member of the P.R. & R. Committee (Association's Committee on Professional Rights and Responsibilities), or any other participant in this procedure by reason of such participation.

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

7. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this section.

D. Teachers shall be paid in twenty (20) equal semi-monthly installments during the school year.

## Article XII

### LONGEVITY PAY

In consideration of long-term tenure, the Board of Education will grant a longevity pay percentage of the individual's base pay to members of the Association for service in Little Ferry Public Schools as follows:

<u>After completion of:</u>	<u>Percent of Base Pay</u>
15 years	3%
20 years	4%
25 years	5%
30 years	6%

The longevity pay shall be effective on September 1<sup>st</sup> following completion of the required years of eligibility.

## Article XIII

### DEDUCTIONS FROM SALARY

#### A. Dues Deductions

The Board agrees to deduct from the salaries of its teachers and nurses dues for the Little Ferry Education Association, the Bergen County Education Association, the New Jersey Education Association, or the National Education Association or any one of any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in the manner set forth in Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15, 9e).

B. Summer Pay Plan

Each teacher/nurse may individually elect to have ten (10%) percent of his/her gross monthly salary deducted and transferred to a local financial institution. Request for same must be made to the Board Secretary/School Business Administrator prior to the beginning of the school year, i.e. September. These funds which will be deducted from the participants' twenty semi-monthly salary payments are to be collectively transferred to a local financial institution on a monthly basis. A passbook shall be issued to each individual participating in the program thereby giving him/her control over his/her own funds.

**Article XIV**

**AGENCY SHOP**

A. Purpose of Fee

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

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be no greater than the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

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

D. Termination of Employment

If a teacher/nurse who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid

portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. Indemnification

The Association 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 Association or its representatives.

## Article XV

### GRIEVANCE PROCEDURE

A. Policy

To promote to the highest possible degree, harmonious employer-employee relations, it is necessary that procedure to resolve grievances be established.

B. Definitions

1. A grievance shall mean a complaint by an employee(s) and/or Association that there has been as to him (them) a violation, misinterpretation or inequitable application of any of the provisions of the Agreement, Board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to:

- a. A method of review prescribed by law; or
- b. Any rule or regulation of the State Commissioner of Education; or
- c. Any by-law of the Board of Education; or
- d. Any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone; or
- e. A complaint of a non-tenure teacher/nurse which arises by reason of his/her not being re-employed; or



f. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

A grievance to be considered under this procedure must be initiated by the employee(s) within fifteen (15) school days of its occurrence. If such grievance is not submitted within the allotted time, it shall be considered waived.

2. In the event a grievance is filed at such times that is 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 so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. The teacher/nurse "organization" recognized by the Board as the official and exclusive representative for the professional teachers and nurses of this school district shall in all instances be the Little Ferry Education Association.

### C. Procedure

1. Any individual member or group of individuals of the professional staff shall have the right to present a grievance (as defined in Definitions) to be processed as per following agreement:

2. In presenting his/her (their) professional grievances the member(s) of the staff shall be assured freedom from prejudicial action in presenting his/her (their) appeal.

3. The member(s) shall have the right to present his/her (their) appeal or to designate the Association's representatives with him/her (them) at any step in his/her (their) appeal.

**STEP ONE:** Any professional employee(s) who has (have) a grievance shall first present it to his/her (their) Principal verbally or in writing in an attempt to resolve the matter at that level.

**STEP TWO:** If the matter is not resolved to the satisfaction of the aggrieved employee(s) within five (5) school days, he/she (they) shall set forth his/her (their) complaint in writing to the Superintendent of Schools for reviewing the grievance, with a copy to the Association. The grievance shall be prepared in the following form:

- a. The nature of the grievance
- b. The nature and extent of the injury, loss or inconvenience.
- c. The results of previous discussions
- d. His/her (their) dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the grievance as quickly as possible and shall make a written decision within ten (10) school days of the receipt of said grievance. Said decision

shall be delivered to the person filing the grievance if present in school, and, if not present, mailed to said person. The Principal shall receive a copy of this decision.

**STEP THREE:** If the grievance is not resolved to the employee's(s') satisfaction, he/she (they) may request a review by the Board of Education. The request shall be submitted within five (5) school days, in writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee(s) and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee(s) whichever comes later.

**STEP FOUR:** If, after Step Three, the aggrieved employee(s) is (are) not satisfied with the disposition of his/her (their) grievance, he/she (they) may within five (5) school days, request in writing, that the Association submit the grievance to the Public Employees Relations Commission (hereinafter referred to as PERC).

If the Association determines that the grievance is meritorious, it may submit the grievance to PERC within fifteen (15) school days after receipt of a request by the aggrieved person(s). Both parties agree to abide by the recommendations of PERC in order to reach an agreeable solution. Should the Association take no action on behalf of the member, the member may proceed to take actions open to them under the New Jersey State Law.

D. The arbitration shall be bound by the provisions of this Agreement and restricted to the application of the facts presented in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.

The arbitrator shall only be permitted to hear one (1) grievance on only one (1) issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent by the Board of Education and the Association prior to the commencement of the arbitration.

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

F. 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 the personnel file of any of the participants.

G. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

H. Nothing herein contained shall be construed as limiting the right of any teacher/nurse having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without any intervention of the Association,

provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

## **Article XVI**

### **PROTECTION OF TEACHERS' PROPERTY**

The Board shall assist the teachers/nurses to recover under insurance policies held by the Board for any loss or damage to clothing or other personal property where said loss or damage is incurred while the teacher/nurse is on duty in the school, on the school premises, or at a school-sponsored activity, provided the loss or damage is not due to the teacher's/nurse's negligence.

## **Article XVII**

### **CHECK-IN PROCEDURE**

As professionals, teachers/nurses are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by the appropriate means described by the Board.

The student's day shall begin ten (10) minutes earlier than the current time of arrival; teachers receiving team time (i.e. structured common preparation time) shall begin their day ten (10) minutes earlier than their current time of arrival and shall begin student contact time ten (10) minutes earlier than currently exists provided said student contact time shall be non-instructional.

## **Article XVIII**

### **PREPARATION TIME**

- A. Commencing September 1992 each teacher/nurse shall receive a minimum of two hundred (200) minutes of preparation time per week.
- B. During the term of this Agreement, some teachers/nurses may be scheduled for more preparation time than the minimum described in Paragraph A.
- C. Part time teachers/nurses shall be provided preparation time on a pro-rata basis.
- D. Preparation time may be reduced as a result of a shortened workweek.

E. In the event of an emergency, teachers/nurses who are scheduled for more than the minimum preparation time described in Paragraph A above may be required to perform other professional duties during scheduled preparation time.

F. Should the performance of the above mentioned professional duties cause an individual teacher/nurse to fall below the minimum preparation time per week as described in Paragraph A, said teachers/nurses must still receive an average of the appropriate minimum preparation time per week over the remainder of the school year.

G. In addition to the preparation time outlined in Sections A through F which is hereby referred to as "non-structured prep time", every full-time classroom teacher per section per grade level shall receive the equivalent of a period a week for what is hereby referred to as "structured common prep time". At the sole discretion of the administration, teachers who are special assignment teachers such as Physical Education, Art, Music, etc., may be included in "structured common preparation time." The use of structured common prep time shall be for grade level teams to work on concerns and curriculum based activities under the ultimate direction and authority of the teacher's principal. The provisions of Sections B, C, and F of this Article shall not be applicable to this Section G. The provisions of Sections D and E of this Article shall be applicable to Section G.

## Article XIX

### DISMISSAL PROCEDURE

Commencing September 1992, normal dismissal shall be 3:15 P.M. on Monday, Tuesday, Thursday and Friday and 4:00 P.M. on Wednesday.

## Article XX

### SCHOOL CALENDAR

The School Calendar for 2004-2005 through 2006-2007 shall be set forth in a schedule which is annexed to this Agreement, made a part hereof, and incorporated herein by reference as though set forth at length. The teachers'/nurses' school year shall be one hundred eighty two (182) days and effective September 1, 2001, a teacher's year shall be increased by one additional day provided that the said day is devoted to in-service training for the certified employees which in-service training shall qualify towards a teacher's 100 hours of teacher's credits. The calendar shall provide three (3) one-session days prior to recess or holidays. Any suggestion for changes to the School Calendar by the Association must be made to the Administration by April 1<sup>st</sup> of each year preceding the school year in order that the Administration may present all of the possible alternatives for deciding a calendar to the Board. The Board reserves the right to make such changes in the School Calendar as it deems to be in the best interest of the education of the children under its jurisdiction. The members of the

Association will receive a copy of the calendar for the following school year as soon as it is approved by the Board.

Commencing September 1992, the School Calendar shall include up to three (3) night meetings per year, each meeting lasting no more than two (2) hours. One meeting will be "Open House", one meeting "Back-to-School Night" and the other meeting shall be for whatever the Board deems appropriate. Teachers/nurses at night meetings will receive compensatory time off for every meeting by having school close early. The Association will have input regarding days of early closing which need not be the day of the evening meeting.

## Article XXI

### SEVERANCE PAY PLAN

Whenever a teacher/nurse shall retire from employment in the Little Ferry School District after completing an uninterrupted, continuous service in said district for the minimum of any of the period of years set forth in the schedule below, (where an approved leave is granted by the Board of Education, such leave shall not be deemed to cause an interruption of such service, but such leave time shall not be counted as part of the years required to be benefited thereby), the Board shall pay to such retiring teacher/nurse compensation based upon the schedule of completion of years set forth in the schedule below. However, such payment to such retiring teacher/nurse shall only be paid to such teacher/nurse on and after the withdrawal of such teacher from the State of New Jersey Teachers' Pension and Annuity Fund. Compensation shall be paid to such retiring teacher/nurse meeting the condition pursuant to the following formula:

<u>After completion of:</u>	<u>Compensation</u>
25 - 30 years	\$3,000.00
31 - 33 years	\$3,500.00
34 or more years	\$4,000.00

## Article XXII

### PROFESSIONAL STAFF EVALUATION

In accordance with the policy of the Little Ferry Board of Education, all professional staff members are to have annual evaluations consistent with the policy and provisions of the New Jersey State Board of Education rules and regulations. The evaluation process shall be conducted by staff members who are appropriately certified. The building principal, or his/her appropriately certified designee, will conduct the evaluative process:

- A. Observation Performance Report (Tenured Staff)

1. At least but not limited to, one (1) Observation Performance Report shall be completed based upon a formal observation, prior to April 1<sup>st</sup>. Signed copies of the report to be retained by the evaluatee and evaluator and a copy filed in the Superintendent's Office. (A teacher may request an additional observation.)

2. A written Observation Performance Report shall be presented to the evaluatee followed by a post observation conference within five (5) working days after each observation whenever possible, but in no instance more than ten (10) working days.

B. Annual Performance and Recommendation Report (Tenured Staff)

The Annual Performance and Recommendation Report should be completed by May 1<sup>st</sup>, but no later than June 1<sup>st</sup>. Signed copies of the report are to be retained by the evaluatee and evaluator and a copy filed in the Superintendent's Office. This report shall be consistent with the policy and provisions of N.J.A.C. 6:3-1.21.

### Article XXIII

#### SUCCESSOR AGREEMENT

The parties hereto agree to meet at reasonable times to negotiate a successor Agreement in good faith. The Board and Association each agree to appoint properly authorized representatives to meet in private and confidential sessions with the representatives of the other party.

Negotiations shall commence with a procedural session on or before October 1, 2006, to establish items such as the following:

Times and dates of meetings; Procedure for presentation of proposals; and Procedure for presentation of additional proposals and counter-proposals.

### Article XXIV

#### SEPARABILITY AND SAVINGS

If any provision of this Agreement or the application of any such provision to any employee or group of employees is either held to be contrary to law or is in fact contrary to law, the invalidity of such provision shall not in any way effect the other provisions of this Agreement, which said provisions shall continue in full force and effect.

**Article XXV**

**FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

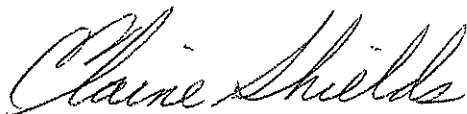
**Article XXVI**

**EFFECTIVE DATE**

This Agreement shall continue in full force and effect without change until completion of the required school years (as per New Jersey State Law) through 2006-2007 and shall not be modified in whole or in part by the parties, except by an instrument, in writing, duly executed by both parties.

In witness whereof, the parties have hereunto set their hands and seals all on the day and year first above written.

**LITTLE FERRY EDUCATION  
ASSOCIATION**



by: Elaine Shields, President

**LITTLE FERRY BOARD of  
EDUCATION**



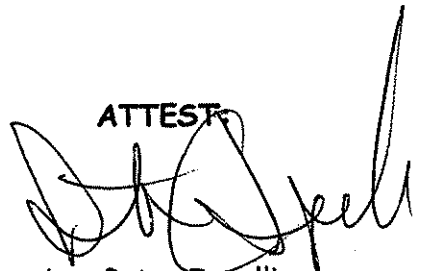
by: John Tronlone, President

**ATTEST:**



by: Kelly Dyer, Secretary

**ATTEST:**



by: Peter Iapelli,  
Board Secretary/  
School Business Administrator

## Schedule A

2004-2005

Step	BA	BA+15	MA	MA+15	MA+30
1-2	35,053	35,795	37,600	38,236	39,722
3	35,722	36,605	38,372	39,366	40,414
4	37,492	38,685	40,227	41,293	42,363
5	39,322	40,813	42,161	43,279	44,401
6	41,033	42,603	44,022	45,200	46,382
7	42,961	44,844	46,058	47,291	48,528
8	44,803	46,456	48,093	49,382	50,673
9	46,639	48,383	50,129	51,474	52,820
10	48,473	50,310	52,165	53,561	54,962
11	50,310	52,236	54,201	55,654	57,108
12	52,146	54,165	56,235	57,746	59,255
13	53,983	56,093	58,272	59,838	61,400
14	55,818	58,017	60,310	61,927	63,545
15	57,654	59,945	62,346	64,018	65,795
16	59,490	61,873	64,382	66,108	67,835
17	61,325	63,800	66,416	68,200	69,981
18	63,162	65,726	68,454	70,289	72,125
19	64,998	67,653	70,490	72,379	74,270
20	71,479	74,593	77,702	79,754	81,784



**2005-2006**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1</b>	35,883	36,625	38,430	39,066	40,552
<b>2-3</b>	36,552	37,435	39,202	40,196	41,244
<b>4</b>	38,322	39,515	41,057	42,123	43,193
<b>5</b>	40,152	41,643	42,991	44,109	45,231
<b>6</b>	41,863	43,433	44,852	46,030	47,212
<b>7</b>	43,791	45,674	46,888	48,121	49,358
<b>8</b>	45,633	47,286	48,923	50,212	51,503
<b>9</b>	47,469	49,213	50,959	52,304	53,650
<b>10</b>	49,303	51,140	52,995	54,391	55,792
<b>11</b>	51,140	53,066	55,031	56,484	57,938
<b>12</b>	52,976	54,995	57,065	58,576	60,085
<b>13</b>	54,813	56,923	59,102	60,668	62,230
<b>14</b>	56,648	58,847	61,140	62,757	64,375
<b>15</b>	58,484	60,775	63,176	64,848	66,625
<b>16</b>	60,320	62,703	65,212	66,938	68,665
<b>17</b>	62,155	64,630	67,246	69,030	70,811
<b>18</b>	63,992	66,556	69,284	71,119	72,955
<b>19</b>	65,828	68,483	71,320	73,209	75,100
<b>20</b>	72,979	76,093	79,202	81,254	83,284

**2006-2007**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1-2</b>	37,402	38,285	40,052	41,046	42,094
<b>3-4</b>	39,172	40,365	41,907	42,973	44,043
<b>5</b>	41,002	42,493	43,841	44,959	46,081
<b>6</b>	42,713	44,283	45,702	46,880	48,062
<b>7</b>	44,641	46,524	47,738	48,971	50,208
<b>8</b>	46,483	48,136	49,773	51,062	52,353
<b>9</b>	48,319	50,063	51,809	53,154	54,500
<b>10</b>	50,153	51,990	53,845	55,241	56,642
<b>11</b>	51,990	53,916	55,881	57,334	58,788
<b>12</b>	53,826	55,845	57,915	59,426	60,935
<b>13</b>	55,663	57,773	59,952	61,518	63,080
<b>14</b>	57,498	59,697	61,990	63,607	65,225
<b>15</b>	59,334	61,625	64,026	65,698	67,475
<b>16</b>	61,170	63,553	66,062	67,788	69,515
<b>17</b>	63,005	65,480	68,096	69,880	71,661
<b>18</b>	64,842	67,406	70,134	71,969	73,805
<b>19</b>	66,678	69,333	72,170	74,059	75,950
<b>20</b>	74,479	77,593	80,702	82,754	84,784

**SCHEDULE D  
EXTRACURRICULAR ACTIVITIES COMPENSATION**

<b>Position</b>	<b>2003-2004</b>	<b>2004-2005</b>	<b>2005-2006</b>	<b>2006-2007</b>
After School Detention	\$1,408	\$1,470	\$1,535	\$1,602
Art Club	\$704	\$735	\$767	\$801
Boys' Basketball	\$1,290	\$1,347	\$1,406	\$1,468
Cheerleading	\$587	\$613	\$640	\$668
Eighth Grade Advisor	\$1,056	\$1,102	\$1,151	\$1,202
Eighth Grade Production	\$938	\$979	\$1,022	\$1,067
Girls' Basketball	\$1,290	\$1,347	\$1,406	\$1,468
Girls' Volleyball	\$938	\$979	\$1,022	\$1,067
PAC Members (4) Each=	\$821	\$857	\$895	\$934
Safety Patrol	\$1,290	\$1,347	\$1,406	\$1,468
School Store	\$587	\$613	\$640	\$668
Saturday Detention (2) Each=	\$1,173	\$1,225	\$1,278	\$1,335
Student Government	\$1,056	\$1,102	\$1,151	\$1,202
Yearbook	\$938	\$979	\$1,022	\$1,067
Stokes Trip per night Each = Including Coordinator	N/A	\$100	\$104	\$109
Stokes Trip Coordinator	N/A	\$500	\$522	\$545