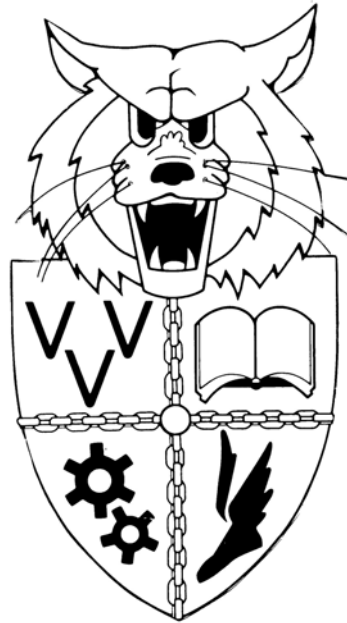


**CARLSTADT-EAST RUTHERFORD REGIONAL
BOARD OF EDUCATION**

with

BECTON EDUCATION ASSOCIATION



**3 YEAR
A G R E E M E N T
FOR SCHOOL YEARS
2003 – 2004
2004 – 2005
2005 – 2006**

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P R E A M B L E

This **AGREEMENT** effective the First Day of July 2003, by and between the Carlstadt-East Rutherford Regional Board of Education of the Boroughs of Carlstadt and East Rutherford, County of Bergen, State of New Jersey, hereinafter called the "**Board**" and the Becton Education Association, hereinafter called the "**Association**".

W I T N E S S E T H :

WHEREAS, the Board and the Association recognize and declare that providing a quality education and services for the children of the Carlstadt-East Rutherford Regional High School District is their mutual aim and that the character of such education depends predominately upon the quality and morals of the employees, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in the **AGREEMENT**.

In consideration of the following mutual covenants, **IT IS HEREBY AGREED** as follows:

ARTICLE I
RECOGNITION

1. The Board hereby recognizes the Association as exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified and non-certified personnel, whether under contract, on leave, employed or to be employed by the Board including:

Attendance Officer
Clerk Typists
Custodians

Department Chairpersons
Guidance Counselors
Librarians

Classroom Teachers
Nurse

but excluding Council 7, Special Education Regional Employees, and Substitutes under contract to this Board.

2. Unless otherwise indicated, the term "**Employee**" when used hereafter in this **AGREEMENT**, shall refer to all employees, represented by the Association in the negotiating unit as above defined.

3. Prior to September 30, 2005 or at least thirty (30) days prior to the Association's rights to negotiate a Successor Agreement as provided in Article II hereof, the Association will submit proof to the Board that it is still the majority representative of the Negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURES

1. Negotiations will begin no later than October 15 of the calendar year preceding the calendar year in which this **AGREEMENT** expires. In the event either party desires a change in the current **AGREEMENT**, notice should be given to the other party by Registered Mail, to be received no later than October 15, setting forth which articles are to be negotiated, it being understood that every article to be so negotiated must be specifically set forth in said notice. If such notice is not received by the other party by October 15 as aforesaid, the terms and conditions of the **AGREEMENT** will continue for a full year following its expiration date.

2. This **AGREEMENT** shall not be modified in whole or in part by the parties except by an instrument mutually agreed upon in writing duly executed by both parties.

3. The parties agree to enter into collective negotiations over a **SUCCESSOR AGREEMENT** in accordance with Chapter 123, Public Laws 1974.

ARTICLE III

NO STRIKE/JOB ACTION

The Association hereby agrees that during the term of this **AGREEMENT**, neither its members nor any persons acting in its behalf will cause, authorize, or support, or take part in a strike, and/or job action.

The Association agrees that such action would constitute a material breach of this **AGREEMENT**.

ARTICLE IV

GRIEVANCE PROCEDURE

The term "**grievance**" means a complaint by any employee or group of employees that, as to him/her or them, there has been inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting said employee or employees.

The term "**representative**" shall include any organization, agency, or person authorized or designated by any employees' association, or by the Board to act on its or their behalf and to represent it or them.

The term "**immediate**" superior shall mean the person to whom the aggrieved employee is directly responsible.

The term "**party**" means the aggrieved employee, his immediate superior, or the school vice-principal, 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.

PROCEDURE

1. Any aggrieved employee shall institute action under the provisions hereof within seven (7) working days of the occurrence complained of, or within seven (7) working days he/she would reasonably be expected to know of its occurrence. Failure to act within said seven (7) work-day period shall be deemed to constitute an abandonment of the grievance.

2. Whenever the employee appears with a representative, the Board shall have the right to designate its own representative to participate at any stage of the grievance procedure.
3. Any employee shall first put in writing his/her grievance with his/her immediate superior. When the immediate superior is below the rank of principal, the principal shall be notified in writing and shall have the right to be present at and to participate in said hearing. A written decision shall be rendered by the principal within seven (7) working days of said hearing.
4. If the grievance is not resolved or a decision rendered to the employee's satisfaction within seven (7) working days from the determination referred to in Paragraph 3 above, the employee shall submit his/her grievance to the Superintendent in writing, specifying:
 - a. That portion of the contract alleged to have been violated.
 - b. The results of the previous discussion.
 - c. The basis of dissatisfaction with the determination.
 - d. Remedy sought by grievance.
5. A copy of the writing called for in Paragraph 4 above shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
6. Within seven (7) working days from the receipt of the written grievance (unless a different period is mutually agreed upon) the Superintendent shall hold an informal hearing at which all parties in interest shall have the right to be heard.
7. Within seven (7) working 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 of Paragraph 6 and 7, or in the event that the determination by him/her in accordance with the provisions hereof is deemed unsatisfactory by either party, the dissatisfied party, within seven (7) working days of the failure of the Superintendent to act or within seven (7) working days of the determination by the Superintendent he/she may appeal to the Board of Education.
9. When an appeal is taken to the Board, there shall be submitted by the appellant:
 - a. The writing set forth in Paragraph 4 & 7 and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

10. If the appellant, 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 an informal 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 appellant requests, in writing, a hearing before the Board, an informal hearing shall be held.

11. The Board shall make a determination within fourteen (14) working 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 advisory arbitration filed with the **AMERICAN ARBITRATION ASSOCIATION**. A request for advisory arbitration shall be made no later than seven (7) working days following the determination of the Board. Failure to file within said time period shall constitute a bar to such advisory arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer period within which to assert such a demand.

In the event of advisory arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear his/her own costs.

13. In the case where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal to the Board within seven (7) days of the issuance of said order, ruling or directive, or within seven (7) days when said order, ruling or directive has been brought to the employee's attention by filing with the Secretary of the Board in writing, setting forth:

- a. The order, ruling or determination complained of;
- b. The basis of the complaint;
- c. A request for a hearing, if a hearing is desired;
- d. Remedy sought by grievant.

Pending any final decision, said direct order, ruling and/or determination of the Superintendent shall be carried out by grievant. Thereafter, said order, ruling and/or determination shall be complied with in accordance with the final decision of said grievance.

A copy of the writing setting forth the above shall be served upon the superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

14. Upon receipt of a grievance filed under the provisions of Paragraph 13, the procedure shall be as set forth in Paragraphs 10 and 11.

15. When the aggrieved party is not represented by the Association, the Association President or Vice President shall have the right to be present and to state its views at all stages of the grievance procedure.

ARTICLE V

EMPLOYEE RIGHTS

1. Whenever any employee is required to appear before the Superintendent, the Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then said employee shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.

2. Previously accumulated unused sick days will be restored to all employees returning from an approved leave.

3. It is incumbent upon every employee to inform the administration no later than April 1 of his or her intention not to return to the school system in the next school year.

4. No evaluation shall be placed in an employee's file without requesting the employee's signature.

5. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.

6. Each custodial employee shall hold his/her position under tenure in accordance with N.J.S.A. 18A17-3 upon completion of five (5) consecutive years of service within the school district.

7. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

8. An employee shall have the right upon request to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

9. No material derogatory to a teacher's conduct, service, character, or personality or any material which could have an adverse effect on a teacher's status shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. After reviewing it, the teacher will sign it. His/her signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material which will be attached to the material.

10. Although the Board and its Administrators agree to protect the confidentiality, personal references, academic credentials and other similar documents, they shall not establish any separate personnel file.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

1. The Association and its representatives with prior written approval of the principal may use school buildings at all reasonable hours for meetings.

2. The Association may use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment and calculating machines, at reasonable time when such equipment is not otherwise in use. However, the prior approval of the principal or his designated representative must be obtained. The Association will provide all material and supplies at its own cost and expense.

3. The Association may have the right to use the intraschool mail facilities and school mailboxes as it deems necessary with the prior approval of the principal.

4. The Board shall provide in each faculty room, the following facilities:

- a. hot plate
- b. sink
- c. refrigerator
- d. pay telephone, to be paid for by the Association

5. An Association Committee appointed by the President, named in writing to the Board and Principal will inspect each faculty room on a weekly basis.

6. The President of the Association shall not have a homeroom assignment and shall be granted a duty-free period in addition to his/her preparation period.

7. Non-members of the Association, who are negotiated for in this contract shall be required to pay a representation fee in accordance with N.J.S.A. 34:13A-5.5 et. seq.

ARTICLE VII

SALARIES

1. Ten (10) Month Salaried Employees:

- A. The salaries of all employees covered by this **AGREEMENT** are set forth in the Schedule attached hereto and made a part hereof as Appendix A.
- B. The Supplemental salaries are outlined in Appendix C for Athletic and Non-Athletic Activities and in Appendix E for Department Chairperson. Salaries covered by this **AGREEMENT** as set forth in the schedule attached hereto and made a part hereof will be communicated to interested employees by April 30 for the succeeding school year.
- C. Employees on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- D. Teachers shall be paid at the rate of \$32.75 per hour for the 2003-2004 School Year, \$33.57 for the 2004-2005 School Year and \$34.41 per hour for the 2005-2006 School Year for home instruction or tutoring.
- E. The faculty agrees to assist in securing coverage for tutoring.

2. Twelve (12) Month Salaried Employees:

- A. The salaries of all employees covered by this **AGREEMENT** are set forth in the schedule attached hereto and made a part hereof as Appendix B.
- B. Employees on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments. Their work year will begin July 1.

3. All employees employed prior to the middle of their work year, shall be given full credit for one (1) year of service toward the next increment step for the following year. All employees employed after the middle of their work year, shall continue on the same step of the guide for the ensuing fiscal year.

4. Employees may individually elect to have a percentage of their monthly gross salary deducted from their pay. These funds shall be deposited monthly in the South Bergen Teachers Federal Credit Union. Employees must indicate their willingness in writing to the Board Secretary/Business Administrator to participate in this program by September 1 of each year.

ARTICLE VIII

DAILY WORK HOURS

1. Non-Certified Employees

The work week for clerical personnel shall not exceed thirty-five (35) hours per week.

For all work performed over thirty (35) hours and up to and including forty (40) hours per week straight time will be paid.

2. Custodians

The work hours of employment shall be as follows:

FIRST SHIFT	7:00 A.M. to 4:00 P.M. 9 hour shift with one hour lunch for example
SECOND SHIFT	10:00 A.M. to 7:00 P.M. 9 hour shift with one hour lunch for example
THIRD SHIFT	3:30 P.M. to Midnight 8 1/2 hour shift with one-half hour lunch for example
SUMMER WORK HOURS	7:00 A.M. to 3:30 P.M.-one-half hour lunch 8:00 A.M. to 5:00 P.M. - one hour lunch. One custodian per week on a rotating basis

1. Custodians and non-certified employees shall receive two breaks daily - one 15 minute break 2 hours after shift begins, and one 15 minute break six hours after shift begins. However, these breaks cannot immediately precede and/or follow lunch.

4. Custodians agree that from time to time, when asked to cover a specific Board function (upon two days notice), they may be given compensatory time off the day of the function. All other requirements to attend to duties outside the regular work day shall be compensated in accordance with Article IX of this **AGREEMENT**.

5. Custodial work week to be adjusted by School Business Administrator according to need, Tuesday through Saturday for a 12 week period during winter sports months.

ARTICLE IX

OVERTIME

NON-CERTIFIED PERSONNEL:

Overtime: Defined as any time spent in excess of forty (40) hours in the work week, inclusive of paid holidays.

1. Overtime spent must be mutually agreed to by the employee and immediate superior. Overtime can be required on a rotating basis, with records showing the employee list and the rotation schedule.

- A. Overtime rate for work in excess of forty (40) hours in the work week, inclusive of paid holidays shall be one and one-half (1 1/2) times the hourly rate.
- B. Overtime rate for Sunday shall be two (2) times the hourly rate.
- C. Overtime on Holidays (those listed in Appendix D) shall be one and one-half (1 1/2) times the hourly rate for hours worked, plus the holiday pay.

2. Custodial Call Time

In cases of emergency, any employee called to return to work outside of his regularly scheduled shift, shall be paid a minimum of three (3) hours at overtime rate.

ARTICLE X

VACATIONS

All twelve (12) month employees covered by this **AGREEMENT** shall receive vacation time according to the following schedule:

- 1. One (1) through Five (5) completed years of service * - Two (2) weeks vacation.

2. Five (5) years and one day through Twelve (12) completed years of service - Three (3) weeks vacation.

3. Twelve (12) completed years and one day or more of service - Four (4) weeks vacation.

NOTE: One (1) day vacation in the up-coming fiscal school year for each full month of employment up to two (2) weeks starting July 1.

EXAMPLE:* Employee hired on March 12 will receive three (3) days vacation as of July 1.

A R T I C L E X I P R O M O T I O N S

Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the Administrative--Supervisory levels of responsibility including but not limited to Superintendent, Principal, Vice Principal, Director, and Chairperson.

All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the Federal Government shall be adequately publicized by the Superintendent in accordance with the following procedures:

When any promotional position becomes available -

- A. The Association shall be immediately notified
- B. All qualified staff members shall be notified.
- C. A notice shall be posted in each faculty room as far in advance as practicable, at least five (5) working days before the final date when applications must be submitted. Said notice shall state qualifications for the position and its duties, and the salary range shall be posted when feasible. During this period, interested employees must signify their intent in writing to their respective superior.
- D. Employees within the system, who apply for promotional positions, will be interviewed.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

1. At of the beginning of the work year, employees shall be entitled to the following temporary, non-cumulative leaves of absence with full pay each school year:

A. Two (2) days leave of absence for personal, legal business, household or family matters which require absence during school hours. Application to the Principal or other immediate superior for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. No more than (5) faculty members will be granted a personal day on the same date. This shall be done on a first come, first serve basis except in cases of emergency which emergency shall be defined at the discretion of the Principal when the purpose for the day is disclosed.

B. Up to three (3) days for two (2) representatives of the Association to attend conferences and conventions of State and National affiliated organizations without compensation.

C. A maximum of four (4) calendar days exclusive of the day of death will be provided with pay upon the death of a member of an employee's immediate family. Immediate family shall include spouse, children, parents, brothers, sisters, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law.

D. Two (2) calendar days exclusive of the day of death will be provided for the death of an employee's relative outside of the immediate family as defined above. However, in the event the two (2) calendar days following the day of death are holidays or weekends, an additional day will be allowed provided the additional day is for the day of the funeral.

E. In the event of the death of any employee or student in the Carlstadt-East Rutherford Regional High School District, the Principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.

F. One (1) additional calendar day exclusive of the day of death will be provided for an out of state death as defined above in Section C.

G. Other leaves of absence with pay may be granted by the Board of Education on a non precedent, case-by-case basis.

2. All twelve (12) month employees shall be entitled to one (1) cumulative sick leave day for each month of their annual contract. Unused sick leave days shall be accumulated from year to year with no maximum limit.
3. Employees shall be given a written account of accumulated sick-leave days no later than September 30 of each school year.
4. There shall be full pay up to a maximum of ten working days for employees absent due to service on a jury. Any monies received for each service must be submitted to the Board of Education.

A R T I C L E X I I I

EXTENDED LEAVES OF ABSENCE

1. Leaves of absence without pay may be granted by the Board and must be applied for in writing. If granted, it will be a non-precedent case-by-case basis.
2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, 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.
3. All extensions or renewals of leaves shall be applied for in writing prior to March 15, and if approved, granted in writing within thirty (30) days thereafter.
4. Employees commencing duty after the beginning of the school year shall have sick leave benefits pro-rated monthly commencing with the first of the month following employment.

A R T I C L E X I V

CLASSROOM COVERAGE

1. Positions which are vacant because teachers are temporarily absent or on leave, shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.
2. In those cases where classroom coverage is not available, regular teachers who volunteer may be used for coverage during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve for classroom coverage. Volunteers and assigned teachers shall be paid \$21.95 per period for 2003-2004, \$22.55 for 2004-2005, and \$23.71 for 2005-2006. Such coverage shall be arranged by the

Principal of the school and shall be distributed as equitably as possible among the teachers in said school.

3. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him/her of a preparation period is undesirable and shall be discouraged.

ARTICLE XV

INSURANCE PROTECTION

1. As of July 1, 1999, the Board, after agreement with the Association regarding appropriate insurance carriers, shall provide New Jersey State Health Benefits Medical insurance protection. The Board shall pay the full premium for each employee and in cases where appropriate for family plan coverage. The Board shall have the right to replace the insurance carriers named above with carriers that will provide benefits that are guaranteed in writing, a copy of which shall be furnished to the BEA, to be equal to or better than the benefits provided.

2. As of July 1, 1999, the Board shall fully fund and provide a Vision, Dental and Prescription Drug Plan for all employees covered under this **AGREEMENT** and in cases where appropriate for family plan coverage subject to the limitations of provision #5 below. As of July 1, 1999 the Employee Co-Pay for the Prescription Drug Plan will be \$5.00 per prescription. The Board shall have the right to replace the insurance carrier named above with carriers that will provide benefits that are guaranteed in writing, a copy of which shall be furnished to the BEA, to be equal to or better than the benefits provided by the named carriers.

3. For each employee who remains in the employ of the Board, for the full school year, the Board shall make payment of insurance premiums as provided in Section "1" for the full twelve (12) month period. Termination of employment will terminate all benefits.

4. As of January 1, 1990, the Board will provide a State Disability Policy for each employee or will pay to each employee the total cost of the premium for said policy for the employee if the employee does not wish to enroll in the State Disability program but enrolls in a similar program such as Fortes. In no event shall the Board pay for more than one disability plan for each employee. The total payment for any disability policy shall be limited to the cost of the premium for the State's policy for calendar year. New employees with the district will have the payment pro-rated monthly commencing with the first month following employment. In order for employees to receive any benefit from this paragraph they must be an active employee of the Carlstadt-East Rutherford Regional District as of the end of the school year.

5. As of July 1, 1996, all employees hired on or after this date are subject to the following limitations:

- A. They must work the equivalent of three full days (3/5ths or .6 FTE) or more each week to receive paid medical benefits by the Board.
- B. Those that qualify for paid vision and dental benefits shall be entitled to employee only (single) coverage until they complete three years of service within the district.
- C. Accumulated service time, as a part-time employee within the district ineligible for vision and dental benefits, shall be credited to employees for the purpose of determining the three year service requirement for fully paid family medical coverage.
- D. Those employees receiving employee only paid vision and dental benefits may purchase increased coverage at the employee's expense through payroll deductions (the employee's cost shall be the differential between the cost of the employee only coverage and the upgraded coverage).

ARTICLE XVI

DEDUCTION FROM SALARY

1. Association Payroll Dues Deduction

A. The Board agrees to deduct from the salaries of its employees dues for the Becton Education Association, the New Jersey Education Association or any other Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 N.J.S.A. 18A:14-15.9(c) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may, from time to time, be designated by the Becton Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

B. Each of the Associations named above, shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

2. The Board agrees to deduct from employees' salaries money for saving bonds. A minimum of (50) persons must enroll for the entire school year.

3. Local, State and National Services

A. The Board agrees to deduct from employees' salaries, money for local, state and/or national association services and programs as said employee individually and voluntarily authorizes the Board to deduct and to transmit the monies promptly to such association or associations.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

1. If any provision of this **AGREEMENT** or any application of this **AGREEMENT** to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

2. Whenever any notice is required to be given by either of the parties of this **AGREEMENT** to the other pursuant to the provisions of this **AGREEMENT**, either party shall do so by telegram, or registered letter, or hand delivery accompanied by a written receipt to any officer of the Association or Board Secretary, at the following address:

A. If the Association to the Board -- Paterson Avenue and Cornelia Street, East Rutherford, New Jersey 07073.

B. If the Board to the Association -- Becton Education Association, Paterson Avenue and Cornelia Street, East Rutherford, New Jersey 07073.

3. Effective with the school year 1995-1996, an employee on retirement from employment shall be compensated for unused accumulated sick leave at the rate of \$50.00 for each accumulated sick day beyond the first sixty (60) accumulated days to a maximum of \$6,000. There shall be no compensation for the first sixty (60) accumulated days. Payment shall be on retirement from service only. Proof of filing with the appropriate retirement system must be submitted to the district.

4. Tuition Program. Effective with the 1994-95 school year the Board shall offer the availability of a tuition free program for all out of district employees to enroll their children in Becton Regional High School. The employee shall be obligated to provide transportation for their child or children at their expense.

5. Certified Employees:

- A. The parties agree that the total number of days wherein employees are to report for work shall be a maximum of 186, which shall be 183 student contact days and 3 non-student contact days. The term "student contact days" shall mean those days when students are present in the school building and are in need of and receive instruction or supervision from employees covered under this agreement. Furthermore, of the 183 student contact days, a maximum of three (3) shall be deemed as days set aside for emergency closings which, if not used for that purpose, shall be used at the discretion of the Chief School Administrator and/or the Board but once used, shall not be rescheduled.
- B. Employees will be available and shall attend 8th grade orientation as may be assigned by the Chief School Administrator.
- C. Each year, the Employees will be required to report and attend work on the following days, but for half session only:
 - 1. Calendar day prior to Thanksgiving;
 - 2. Last school day prior to holiday recess in December;
 - 3. The day of high school graduation.
- D. This provision relates to certified 10 month employees only and does not modify any past practice work assignment.

ARTICLE XVIII

DURATION OF AGREEMENT

This **AGREEMENT** shall be effective as of the First Day of July 2003, or when executed, which ever date is the later, and shall continue in effect until the Thirtieth Day of June, 2006 subject to the Association's rights to negotiate a Successor Agreement as provided in Article II hereof. This **AGREEMENT** shall continue in effect from year to year unless notice is received as set forth in Article II hereof.

IN WITNESS WHEREOF the parties hereto have caused these present to be executed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the Day and Year first.

ATTEST:

**CARLSTADT-EAST RUTHERFORD
REGIONAL BOARD OF EDUCATION**

BOARD SECRETARY

BOARD PRESIDENT

ATTEST:

BECTON EDUCATION ASSOCIATION

ASSOCIATION SECRETARY

ASSOCIATION PRESIDENT

DATED: _____

APPENDIX A

SALARY SCHEDULE 2003 – 2004

	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1.	38,654	39,427	40,587	41,746	43,292	44,839
2.	40,200	41,360	42,133	43,292	44,839	46,385
3.	41,746	42,906	43,679	45,225	46,771	48,318
4.	44,839	45,998	47,158	48,704	50,250	52,183
5.	47,931	49,091	50,250	52,183	54,116	55,662
6.	51,023	52,183	53,729	55,662	57,594	59,527
7.	54,116	55,662	57,208	59,141	61,073	63,393
8.	57,208	58,754	60,300	62,619	64,939	66,871
9.	60,300	61,846	63,393	66,098	68,418	70,737
10.	63,393	65,325	66,871	69,577	71,896	74,602
11.	66,485	68,418	69,964	73,056	75,762	78,081
12.	69,964	71,510	73,443	76,535	79,241	81,946
13.	74,602	76,148	78,081	81,946	84,652	87,358
14.	79,241	81,173	83,106	86,972	90,064	93,156

PROVISIONS:

1. Teachers will receive \$675 longevity after 12 years in the system, an additional \$675 longevity after 15 years in the system and an additional \$675 longevity after 18 years in the system, and an additional \$675 longevity after 20 years in the systems.

2. Reimbursement for College Credits. All credits to be considered for reimbursement beyond the Bachelors Degree must be at the Graduate or Undergraduate level and in the

area of the teacher's present certification or in an area leading to an additional certification. All credits must have the prior written approval of the Superintendent. A maximum of six (6) graduate or six (6) undergraduate credits may be reimbursed in any one school year. Reimbursement shall be at the Montclair State University rate per credit for the 2003-2004 school year for grades equivalent to an A or B. There will be no reimbursement for any grade under a B. No reimbursement shall be made without an official transcript and copy of paid tuition bill. If tuition is less than lowest State University rate per credit, only the actual tuition cost will be reimbursable. Notification of completion of credits must be in by September 15 or January 15 for Horizontal Movement.

3. Up to four (4) years of military service shall be recognized as equivalent years of service on the guide. These four years will be granted one step per year in addition to regular increment.

4. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause, in accordance with Title 18A:29-14.

5. Beginning teacher bargains for initial salary, not less than \$38,654 for a B.A.

6. When requested by the Superintendent to instruct for an additional class beyond the normal teaching assignment, teachers shall receive an additional 1/7th of their contractual salary.

APPENDIX A
SALARY SCHEDULE 2004 – 2005

	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1.	39,629	40,422	41,610	42,799	44,384	45,970
2.	41,214	42,403	43,196	44,384	45,970	47,555
3.	42,799	43,988	44,781	46,366	47,951	49,536
4.	45,970	47,159	48,347	49,933	51,518	53,499
5.	49,140	50,329	51,518	53,499	55,481	57,066
6.	52,310	53,499	55,084	57,066	59,047	61,029
7.	55,481	57,066	58,651	60,632	62,614	64,992
8.	58,651	60,236	61,821	64,199	66,577	68,558
9.	61,821	63,406	64,992	67,766	70,143	72,521
10.	64,992	66,973	68,558	71,332	73,710	76,484
11.	68,162	70,143	71,728	74,899	77,673	80,051
12.	71,728	73,314	75,295	78,465	81,239	84,013
13.	76,484	78,069	80,051	84,013	86,788	89,562
14.	81,239	83,221	85,202	89,165	92,336	95,506

PROVISIONS:

1. Teachers will receive \$675 longevity after 12 years in the system, an additional \$675 longevity after 15 years in the system and an additional \$675 longevity after 18 years in the system, and an additional \$675 longevity after 20 years in the system

2. Reimbursement for College Credits. All credits to be considered for reimbursement beyond the Bachelors Degree must be at the Graduate or Undergraduate level and in the area of the teacher's present certification or in an area leading to an additional certification. All credits must have the prior written approval of the Superintendent. A maximum of six (6) graduate or six (6) undergraduate credits may be reimbursed in any one school year. Reimbursement shall be at the Montclair State University rate per credit for the 2004-2005 school year for grades equivalent to an A or B. There will be no reimbursement for any grade under a B. No reimbursement shall be made without an official transcript and copy of paid tuition bill. If tuition is less than lowest State University rate per credit, only the actual tuition cost will be reimbursable. Notification of completion of credits must be in by September 15 or January 15 for Horizontal Movement.
3. Up to four (4) years of military service shall be recognized as equivalent years of service on the guide. These four years will be granted one step per year in addition to regular increment.
4. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause, in accordance with Title 18A:29-14.
5. Beginning teacher bargains for initial salary, not less than \$39,629 for a B.A.
6. When requested by the Superintendent to instruct for an additional class beyond the normal teaching assignment, teachers shall receive an additional 1/7th of their contractual salary.

APPENDIX A

SALARY SCHEDULE 2005 – 2006

	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1.	40,664	41,477	42,697	43,917	45,544	47,170
2.	42,291	43,510	44,324	45,544	47,170	48,797
3.	43,917	45,137	45,950	47,577	49,203	50,830
4.	47,170	48,390	49,610	51,237	52,863	54,896
5.	50,423	51,643	52,863	54,896	56,930	58,556
6.	53,676	54,896	56,523	58,566	60,589	62,623
7.	56,930	58,556	60,183	62,216	64,249	66,689
8.	60,183	61,809	63,436	65,876	68,316	70,349
9.	63,436	65,062	66,689	69,535	71,975	74,415
10.	66,689	68,722	70,349	73,195	75,635	78,482
11.	69,942	71,975	73,602	76,855	79,701	82,141
12.	73,602	75,228	77,262	80,515	83,361	86,208
13.	78,482	80,108	82,141	86,208	89,054	91,901
14.	83,361	85,394	87,428	91,494	94,747	98,000

PROVISIONS:

1. Teachers will receive \$675 longevity after 12 years in the system, an additional \$675 longevity after 15 years in the system and an additional \$675 longevity after 18 years in the system, and an additional \$675 longevity after 20 years in the system.

2. Reimbursement for College Credits. All credits to be considered for reimbursement beyond the Bachelors Degree must be at the Graduate or Undergraduate level and in the area of the teacher's present certification or in an area leading to an additional certification. All credits must have the prior written approval of the Superintendent. A maximum of six (6) graduate or six (6) undergraduate credits may be reimbursed in any one school year. Reimbursement shall be at the Montclair State University rate per credit for the 2005-2006 school year for grades equivalent to an A or B. There will be no reimbursement for any grade under a B. No reimbursement shall be made without an official transcript and copy of paid tuition bill. If tuition is less than lowest State University rate per credit, only the actual tuition cost will be reimbursable. Notification of completion of credits must be in by September 15 or January 15 for Horizontal Movement.
3. Up to four (4) years of military service shall be recognized as equivalent years of service on the guide. These four years will be granted one step per year in addition to regular increment.
4. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause, in accordance with Title 18A:29-14.
5. Beginning teacher bargains for initial salary, not less than \$40,664 for a B.A.
6. When requested by the Superintendent to instruct for an additional class beyond the normal teaching assignment, teachers shall receive an additional 1/7th of their contractual salary.

A P P E N D I X B

SALARY SCHEDULE

<u>CUSTODIANS (12 month rate)</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
1	27,556	28,245	28,980
2	30,258	31,014	31,820
3	32,958	33,782	34,661
4	35,659	36,551	37,501
5	38,361	39,320	40,342
6	41,062	42,088	43,182
7	43,763	44,857	46,023
8	46,464	47,625	48,863
9	49,165	50,394	51,704
10	51,863	53,160	54,542

3:30 P.M. to Midnight shift for example - 6% Pay Differential

PROVISIONS;

1. Custodians shall receive \$400 longevity after 9 years in the system, \$900 after 12 years in the system, \$1200 after 15 years in the system.
2. Each custodian will receive \$400 clothing allowance for the 2003-2004, 2004-2005 and 2005-2006 school years.
3. If a position entails less than 35 hours per week, the salary will be prorated.
4. On days when school is closed for snow, the custodians will be dismissed from work only after all snow removal on school property has been completed and shall be paid for an eight hour shift. In the event further snow removal during said eight hour shift is required the custodians may be called back to work. Failure to return to work during said eight hour shift when ordered to do so shall result in the custodian forfeiting his right to receive a full eight hours pay. In the event of the failure of a custodian to report to work during said eight hour shift, he shall only be paid for those hours actually worked during that eight hour shift; if any.

5. A newly hired custodial employee will complete a satisfactory probationary period of 90 calendar days before he or she will be permitted to seek membership into the Becton Education Association, and upon which time he or she will be required to pay a representation fee of 85% of the unified dues if full membership is not requested (See Article VI, Paragraph #7 Association Rights and Privileges).

6. Board shall pay the cost of "Black Seal" license for each custodian required to obtain one pursuant to job description.

A P P E N D I X B

SALARY SCHEDULE

ATTENDANCE OFFICER AND

<u>CLERK TYPIST (10 month rate)</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
1	32,313	33,444	34,645

ATTENDANCE OFFICER AND

<u>CLERK TYPIST (12 month rate)</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
1	34,885	37,448	40,267

PROVISIONS;

- I. Attendance Officer, Clerk Typists and Secretaries shall receive \$400 after 9 years in the system, \$900 after 12 years in the system and \$1200 after 15 years in the system.
2. If a position entails less than 35 hours per week, the salary will be prorated.

APPENDIX C
SUPPLEMENTARY ATHLETIC GUIDE

<u>POSITION</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Head Football	7,105	7,318	7,538
1 st Assistant Football	5,328	5,488	5,653
Assistant Football	4,618	4,756	4,899
Assistant Football	4,618	4,756	4,899
Assistant Football	4,618	4,756	4,899
Head Boys Basketball	6,354	6,545	6,741
1 st Assistant Basketball	4,766	4,909	5,056
Assistant Boys Basketball	4,216	4,342	4,473
Head Girls Basketball	6,354	6,545	6,741
1 st Assistant Girls Basketball	4,766	4,909	5,056
Head Wrestling	6,175	6,360	6,550
1 st Assistant Wrestling	4,632	4,771	4,914
Head Baseball	5,874	6,050	6,232
1 st Assistant Baseball	5,195	5,351	5,512
Assistant Baseball Freshmen	3,818	3,933	4,051
Boys Head Soccer	5,291	5,450	5,613
1 st BoysAssistant Soccer	3,968	4,087	4,209
Girls Head Soccer	5,291	5,450	5,613
1 st Girls Assistant Soccer	3,968	4,087	4,209
Head Softball	5,874	6,050	6,232
1 st Assistant Softball	5,195	5,351	5,512
Assistant Softball Freshmen	3,818	3,933	4,051

**APPENDIX C
(SUPPLEMENTAL ATHLETIC GUIDE CONTINUED)**

<u>Position</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Head Boys Track	5,931	6,109	6,292
1 st Assistant Boys Track	4,448	4,581	4,718
Head Girls Track	5,931	6,109	6,292
1 st Assistant Girls Track	4,448	4,581	4,718
Bowling	3,522	3,627	3,736
Swimming	xxxx	xxxx	xxxx
Head Volleyball	5,093	5,246	5,404
1 st Assistant Volleyball	3,820	3,935	4,053
Boys Tennis	4,497	4,632	4,771
Girls Tennis	4,497	4,632	4,771
Cross Country	4,476	4,611	4,749
1 st Assistant Cross Country	3,358	3,459	3,562
Head Winter Track	3,842	3,957	4,076
Athletic Director	9,761	10,054	10,358

PROVISIONS:

- I. No employee shall receive less monies in subsequent years when coaching in the same position.
2. Stipends will be paid in two payments; the exact schedule of these payments to be determined by mutual agreement of Business Administrator and the BEA.

APPENDIX C

(SUPPLEMENTARY NON-ATHLETIC GUIDES)

<u>POSITION</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Newspaper	2,886	2,973	3,062
Cheerleading I	1,554	1,601	1,649
Cheerleading II	1,554	1,601	1,649
Play Director	3,552	3,659	3,769
Asst. Play Director	1,831	1,886	1,943
Tumbler/Flag Squad	1,331	1,371	1,412
Majorettes/Flag Squad	1,331	1,371	1,412
Magazine	1,222	1,258	1,296
Year Book Advisor	4,107	4,230	4,357
Marching Band and Music Activities	4,439	4,572	4,710
Student Council Advisor	1,202	1,238	1,275
Senior Class Advisor	920	947	976
Junior Class Advisor	567	583	601
National Honor Society Advisor	708	729	751
Debate Team Coach	1,132	1,166	1,201

PROVISIONS:

1. Stipends to be paid in two payments; the exact schedule of these payments to be determined by mutual agreement of Business Administrator and the BEA.

A P P E N D I X D
HOLIDAY SCHEDULES
2003-2004, 2004-2005, 2005-2006

A non-certified employee on a twelve (12) month salary is entitled to the following Holiday Schedule:

- 1. Independence Day**
- 2. Labor Day**
- 3. Friday of NJEA Convention**
- 4. Thanksgiving Day**
- 5. Day after Thanksgiving Day**
- 6. Christmas Eve**
- 7. Christmas Day**
- 8. New Year's Eve**
- 9. New Year's Day**
- 10. Martin Luther King Day**
- 11. Washington's Birthday Observance**
- 12. Good Friday**
- 13. Memorial Day Observance**
- 14. Employee's Birthday - 10 month employee also**

A. If any holiday falls on a Saturday or Sunday, all non-certified personnel shall be given Friday for Saturday or Monday for Sunday off, in lieu thereof, unless the school is in session on that Friday or Monday.

B. Employees on a twelve (12) month salary are guaranteed 14 holidays. If the school is in session, an alternate date will be selected by the employee from those days that the school is closed. The selection is subject to the approval of the employee's immediate supervisor. There shall be no carry over into the next fiscal year. Holidays not taken will be lost.

C. If school is in session during one of the above stated days, it will not be considered a Holiday. Paragraph B will apply.

A P P E N D I X E

SALARY SCHEDULE

<u>DEPARTMENT CHAIRPERSONS</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
	6,514	6,709	6,910

A P P E N D I X F

TEACHER WORK DAY

The work day for certified employees will terminate twenty-five (25) minutes after the last class, providing all professional obligations are met.

Commencing with the 1994/95 school year, teachers shall work a 9 period day. Starting time shall be 7:50 a.m. Teacher dismissal time shall be 3:00 p.m., providing all professional obligations are met.

A P P E N D I X G

GOOD ATTENDANCE BONUS

1. The Carlstadt-East Rutherford Regional Board of Education recognizes the importance of good attendance and will provide a means to encourage this and reward it's achievement.

A. Good Attendance Bonus will be paid to all * Certified Employees who maintain a record of no more than 5 days absent from the beginning of the school year to the end of the school year. (Professional staff beginning payroll month is September.)

No personal days and no Death Day Benefit are to be used in determining attendance bonus.

DAYS ABSENT	BONUS
0 Sick days	3 1/2 days extra pay
1/2 Sick day - 2 Sick days	2 days extra pay

Note: Employees with less than one year service, but employed prior to the end of the payroll month January, would be eligible to receive the above payment. Such employees who start work after the end of the payroll month of January will not be eligible to receive any of the above.

***Certified Employees shall include: Teachers, Nurse, Librarian, Guidance Counselors and Child Study Team.**

Commencing with the 1994/95 school year the Attendance Bonus will be for all employees covered by this agreement.

