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A G R E E M E N T

Board of Education of the City of Northfield

and

Northfield Education Association

July 1, 1974 - June 30, 1975

ARTICLE I

Recognition

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all teachers.

B. Definition of teacher

Unless otherwise indicated the term "teachers", when used hereinafter in this Agreement, shall refer to all contracted professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers. Summer school staff is excluded from this definition within the Agreement.

ARTICLE II

Negotiation of Successor Agreement

A. Deadline date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

Article II (Cont.)

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

Grievance Procedure

A. Definitions

1. Grievance

A "grievance" is a claim by a teacher, or teachers based upon violation of this agreement.

2. Aggrieved person

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

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to

Article III (Cont.)

expedite the process. A grievance must be instituted within 30 days of occurrence. The time limits specified may, however, be extended by mutual agreement.

2. Year end grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, 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. Level one--principal or immediate superior

A teacher with a grievance shall first discuss it with his principal or immediate superior with the objective of resolving the matter informally.

4. Level two--superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the superintendent, and, at his discretion with the association, within five (5) school days after the decision at level one or ten (10) school days after the grievance was presented, whichever is sooner.

5. Level three--an appeal to the Board

If the aggrieved person is not satisfied with the disposition of his grievance at level two, or if no decision has been rendered within five (5) school days after the

Article III (Cont.)

grievance was delivered to the superintendent, he may, within five (5) school days after a decision by the superintendent or ten (10) days after the grievance was delivered to the superintendent, whichever is sooner, appeal in writing to the Board or its representatives for a review of the grievance by the Board.

6. Level four--arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance at level three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the grievance be submitted to arbitration.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

Article III (Cont.)

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory--not binding on the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal leave.

Article III (Cont.)

D. Rights of teachers to representation

1. Teacher and association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of his choice.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against the aggrieved person

E. Miscellaneous

1. Written decisions

Decisions rendered at level one which are unsatisfactory to the aggrieved person and all decisions rendered at levels two, three and four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to the aggrieved person.

2. Meetings and hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only the grievant and his selected representative.

ARTICLE IV

Association Rights and Privileges

Mail Boxes

The Association shall have the right to use school mail boxes as it deems necessary without the approval of building principals or other members of the administration.

ARTICLE V

Teacher Work Year

A. Inclement weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

B. School calendar

1. The superintendent will confer with representatives of the Association during preparation of the school calendar.

2. There shall be a maximum of five (5) workshop days for in-service training including the day before school opens for students and the county workshop day.

Orientation days for new teachers are in addition to the five workshop days.

ARTICLE VI

Teaching Hours

A. Teachers shall be required to report for duty ten (10) minutes before the opening of the pupils' school day and shall remain thirty (30) minutes after the close of the pupils' school day except:

1. Teachers may be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings as deemed necessary by the superintendent.

2. Meetings which take place after the school workday shall not be called on any day immediately preceding any holiday except in unusual circumstances.

3. The notice of and agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the

Article VI (Cont.)

meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

4. Under normal circumstances a monthly calendar of meetings will be established by the superintendent and made available to all staff members.

ARTICLE VII

Non-Teaching Duties

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Related responsibilities that serve to maintain and improve the quality of education are also important. In line with this emphasis and to provide additional time for teachers to share in the improvement of schools, the following provisions are included:

1. Teachers will not be assigned lunch duties, except when unusual circumstances may require.
2. Teachers will not be assigned playground duty at lunchtime, except as required by inclement weather or other emergency.
3. Central registers will be maintained for each school.

ARTICLE VIII

Salaries and Employment Conditions

A. Salary schedule

1. The salary of each teacher covered by this Agreement is set forth in schedule "A" which is attached hereto and made a part hereof.

Article VIII (Cont.)

B. Employment conditions

1. Credits used in requesting a move to these salary ranges must be earned from an accredited institution of higher learning and be related to educational practices. It shall be the responsibility of the superintendent to evaluate such credits and verify readiness for such a promotion.

2. Full time, non-degree, certified employees shall be paid in accordance with the salary schedule for teachers using a base amount of \$7,500.

3. If a teacher is hired at a salary less than the amount indicated on the salary schedule for his experience, he will receive a double employment increment for his experience each year until he reaches the proper amount as indicated on the salary schedule. If he still is off guide after three years in Northfield, he will be given the proper salary in his fourth contract (tenure year).

4. Credit for previous experience:

a. Up to five years of credit for previous experience as a teacher in a public school may be allowed at the employment increment to determine starting salary.

b. The starting salary of any teacher shall be any amount agreed upon by the teacher and Board of Education.

c. Military experience:

(1) Up to four years of credit for military active duty experience will be allowed to determine position on the salary guide.

(2) No credit for military service shall be allowed to determine starting salary.

Article VIII (Cont.)

5. If a teacher anticipates a change in the level of training position on the salary schedule for the next school year, written notice to this effect must be given to the Superintendent of Schools prior to November 15.
 - a. Transcripts showing courses completed will be evidence of training.
 - b. The adjustment in salary necessary to effect a change in training level shall be in addition to the regular employment and adjustment increments.
 - c. Mid-year salary adjustments shall be effected as the result of status change if the teacher affected provides prior notification of expected status change by November 15 for implementation on February 1 of the succeeding fiscal year.
6. As an additional incentive for teachers to continue their graduate studies, up to \$200 per teacher per year will be granted upon completion of courses to help defray the cost of tuition.
 - a. Courses taken to comply with State requirements for emergency or provisional certificates do not qualify for reimbursement.
 - b. To qualify for reimbursement, courses taken must be part of a regular degree program or must be directly related to the staff member's present position.
 - c. Reimbursement will be made three times a year-- July, October and March.
7. The Board of Education will enroll all eligible employees who so desire in the New Jersey Public and School Employees Health Benefits Plan as soon as possible after the date of this Agreement.

Article VIII (Cont.)

- a. The Board agrees to pay the total cost of the individual employee in the above plan if the employee requests coverage.
- b. The Board agrees to pay 100% of the additional costs if an employee requests coverage under the family plan, the husband and wife plan, or the parent and child plan.

8. Extended Leave Program

- a. Extended Leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system as determined by the superintendent.

- b. Extended Leave shall be granted subject to the following conditions:

- (1) If there are sufficient qualified applicants, leaves shall be granted to two teachers at any one time.

- (2) Requests for Extended Leave must be received by the superintendent in writing in such form as may be mutually agreed upon by the Association and the superintendent, no later than January 1, and action must be taken on all such requests no later than February 1 of the school year preceding the school year for which the Extended Leave is requested.

- (3) The teacher must have completed at least five (5) full years of service in the Northfield school system.

- (4) The Board will include the teacher on their list of employees protected by N. J. Public and School Employees Health Benefits Group insurance and the teacher will reimburse the Board for the cost.

Article VIII (Cont.)

(5) All tenure, seniority, salary increment, pension and retirement rights shall be retained by and accrued to the teacher on leave in the same manner as if he were not on such leave.

(6) Upon return from such leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system.

(7) The teacher shall submit a detailed written report after his return if the leave is for travel. A transcript of credits is acceptable in lieu of a written report if the leave is for graduate study.

(8) Any teacher who does not return to his employment upon the termination of a leave and continue therein for a period of at least two years, shall be liable for conduct unbecoming a teacher and the Board may take appropriate action.

(9) Leave may be requested on either a full or half-year basis.

9. Head Teachers

Head teachers will receive \$350 for their services during the school year September 1, 1974 through June 30, 1975.

10. Contracts for summer school employment shall be issued by June 1 of each year.

11. Leaving the building

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

Article VIII (Cont.)

12. Extra-curricular remuneration

Teachers supervising clubs and activities which meet outside the normal school hours will receive \$100 per year additional remuneration with the following stipulation:

- a. No teacher may supervise more than one activity except under extraordinary circumstances approved by the superintendent.
- b. All such clubs and activities shall be approved by the principals and superintendent, and shall be subject to periodic review.
- c. Approval shall be on an annual basis.
- d. Intramurals shall be excepted from this scale. The director shall receive \$350 and the assistant \$250 per year additional remuneration for conducting this activity.

13. Teachers have the option of being paid on any of the following plans: Payments will be made on the fifth and twentieth of each month.

- Plan I Twenty equal payments
- Plan II Twenty-four equal payments
- Plan III Ten per cent of the gross semi-monthly payments in Plan I will be paid in two equal installments on July 5th and August 5th.

14. Teachers will be reimbursed for necessary travel up to 10¢ per mile.

ARTICLE IX

Miscellaneous

A. Board Policy

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee 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.

C. Compliance between individual contract and master agreement

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Printing Agreement

Copies of this Agreement shall be printed at the joint and equal expense of the Board and the Association after agreement on the format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed by the Board.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1974, and shall continue in effect until June 30, 1975.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers, and where corporations, for their corporate seals to be placed thereon, the day and year first above written.

NORTHFIELD EDUCATION ASSOCIATION

BY: Margaret A. McBrath
President

BY: Karen Mac Grogan
Secretary

NORTHFIELD BOARD OF EDUCATION

BY: James F. Portok
President

BY: Joseph D. Reed
Secretary

SCHEDULE A

The following salary schedule shall be in effect for the school year 1974/75:

Years of Experience	B	B + 15	B + 30	M	M + 15	M + 30	%
0	8,447	8,772	9,097	9,530	9,964	10,397	1.00
1	8,785	9,123	9,461	9,912	10,362	10,813	1.04
2	9,123	9,474	9,825	10,293	10,761	11,229	1.08
3	9,546	9,913	10,280	10,769	11,259	11,748	1.13
4	10,052	10,439	10,826	11,341	11,857	12,372	1.19
5	10,559	10,965	11,372	11,913	12,455	12,996	1.25
6	11,066	11,492	11,917	12,485	13,052	13,620	1.31
7	11,573	12,018	12,463	13,057	13,650	14,244	1.37
8	12,080	12,544	13,009	13,628	14,248	14,867	1.43
9	12,587	13,071	13,555	14,200	14,846	15,491	1.49
10	13,093	13,597	14,101	14,772	15,444	16,115	1.55
11	13,600	14,123	14,646	15,344	16,041	16,739	1.61
12	14,107	14,650	15,192	15,916	16,639	17,363	1.67
13	14,614	15,176	15,738	16,488	17,237	17,986	1.73
14	15,121	15,702	16,284	17,059	17,835	18,610	1.79
15	-----	-----	-----	-----	18,433	19,234	1.85