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1969-1970

PROFESSIONAL AGREEMENT

BETWEEN

MOUNT ARLINGTON TEACHERS ASSOCIATION

AND

THE BOARD OF EDUCATION OF THE BOROUGH OF

MOUNT ARLINGTON IN THE COUNTY OF MORRIS,

A MUNICIPAL CORPORATION OF THE STATE OF

NEW JERSEY

RECOGNITION AGREEMENT
between
MT. ARLINGTON BOARD OF EDUCATION
and
MT. ARLINGTON TEACHERS' ASSOCIATION

The Board of Education of the Borough of Mt. Arlington recognizes the Mt. Arlington Teachers' Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board of Education, including:

1. Teachers
2. Learning Disability Teaching Consultant
3. Nurse
4. Speech Therapist
5. Librarian

NEGOTIATION TIME TABLE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Law 1968 (NJSA34:13A-1 et seq.) in 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 1st of the calendar year preceding the calendar year in which this Agreement expires. At this time the teachers will present the Board with their proposal.

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare or terms and conditions of employment of a teacher or group of teachers or the interpretations, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party" in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. 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 the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment to state its views.

C. Procedure

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

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

(b) The employee does not have the right to refuse to follow an administrative directive or board policy on the grounds that he has instituted a grievance. All teachers including the grievant or group of grievants are required to continue under the direction of the Administrative Principal and Administrators, regardless of the pendency of any grievance, until such grievance is properly determined.

3. Level One

A teacher with a grievance shall first discuss it with his administrative Principal either directly or through the Association's designated Representative, with the objective of resolving the matter informally.

4. Level Two

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 Chairman of the Association's Committee on Professional Discussions (hereinafter referred to as the "PD Committee") within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PD Committee shall refer it to the Administrative Principal of the school.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within three (3) days after the grievance was delivered to the Administrative Principal, he may, within eight (8) school days after a decision by the Administrative Principal or twelve (12) school days after the grievance was delivered to the Administrative Principal (whichever is sooner) request in writing, that the Chairman of the PD Committee submit his grievance to the Board.

The Chairman of the PD Committee shall then refer it to the Board.

6. Level Four

(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 thirteen (13) school days after the grievance was delivered to the Board, he may, within eight (8) 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 chairman of the PD Committee invoke the services of the New Jersey Public Employment Relations Commission through the Division of Public Employment Relations pursuant to the provisions of NJS 34:13A-6(b). If the PD Committee determines that the grievance is meritorious it may submit the grievance to the New Jersey Public Employment Relations Commission as aforesaid within fifteen (15) school days after receipt of said request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PD Committee 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.

(c) The arbitrator so selected shall confer with the representatives of the Board and the PD Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings for, 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 to him. 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. This decision is advisory in nature and not binding on either the Board or the Educational Association.

(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.

D. Rights of Teachers to Representation

1. An aggrieved person may be represented at all stages of the grievance procedure by himself, by counsel of his own selection, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any aggrieved person, any building representative, any member of the PD Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the PD Committee, a grievance affects a group or class of teachers, the PD Committee may submit such grievance in writing to the Administrative Principal directly and the processing of such grievance shall be commenced at Level Two. The PD Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so, provided said aggrieved person is a member of the Association.

2. 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 therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the PD Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6 (c) of this ARTICLE.

3. 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.

4. Forms for filing grievances, service notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the administrative Principal and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. 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.

6

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in the Schedule "A" which is attached hereto and made a part hereof.
- B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. Employees may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June or according to a schedule of payment throughout the summer as requested by the employee, but prior to September 1st, or earlier (a) based upon termination of employment, or (b) upon death, in which case said funds shall be paid to said employee's estate.
3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
4. Teachers shall receive their final checks on the last working day in June.

SICK LEAVE

A. As of September 1, 1969 all teachers employed shall be entitled to one (1) sick leave day for each month of their annual contract as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Non-accumulative additional sick leave benefits shall be allowed to teachers according to the following schedule:

One (1) family sick day per year for illness in the immediate family, e.g., wife, husband, children and other members of family who reside in same residence.

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1969-70 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least five (5) days 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.

2. Up to five (5) days per school year for observance of religious holidays, granted by the Administrative Principal, where said observance prevents the teacher from working on said days.

3. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

4. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

5. In the case of death in the immediate family during the school session, board employees shall be allowed five (5) consecutive calendar days leave of absence without deduction of pay. This leave is exclusive of sick allowance. (Immediate family refers to husband, wife, father, mother, child, sister, brother or grandparents.) In case of death of a relative of second degree, a leave of absence of one day will be allowed without deduction of pay. (Relative of second degree refers to uncle, aunt, niece, nephew, cousin or in-law.)

6. Other leaves of absence with pay may be granted by the Board for good reason.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. A teacher on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.
- D. Other leaves of absence without pay may be granted by the Board for good reason.
- E. All extensions or renewals of leaves shall be applied for and granted in writing.

INSURANCE PROTECTION

- A. As of the beginning of the 1969-70 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher.
1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
 2. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:
 - (a) Blue Cross
 - (b) Blue Shield
 - (c) Rider J
 - (d) Major Medical
- B. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1969-70 school year, which shall include a clear description of conditions and limits of coverage as listed above.

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its teachers dues for the Mt. Arlington Teachers Association, the Morris County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations; as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Mt. Arlington Teachers Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Sec. Sec. No. _____
School Bldg. _____ District _____

To: Disbursing Officer _____ Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

ARTICLE XI

TEACHER EMPLOYMENT

Credit up to the FULL step of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment.

Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment. As of the beginning of the 1969-70 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.

I designate the Mt. Arlington Teachers Association to receive dues and distribute according to the organization(s) indicated:

- Mt. Arlington Teachers Association
- Morris County Education Association
- New Jersey Education Association
- National Education Association

2. 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.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1st and become effective to halt deductions as of January 1st next succeeding the date on which notice of withdrawal is filed.

5. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty (6) days' written notice to the Board and the appropriate association. Deductions cannot be made without written approval by each of the teachers in accordance with state law.

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of _____ and shall continue in effect until August 31, 1970. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In Witness whereof the Association has caused this Agreement has to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

Mount Arlington Teachers Association

By William E. Desmond
President

By Sylvia Ramirez
Secretary

Board of _____

By R. K. Koessner
President

By Albert B. Dacker
Secretary

SCHEDULE A
DEGREE SALARY GUIDE

STATE OF CALIFORNIA - DEPARTMENT OF REVENUE

PROPERTY TAXES
1987-1988

| Assessor's Parcel Number | Assessed Value | Exemption | Net Value | Rate | Amount |
|--------------------------|----------------|-----------|-----------|--------|--------|
| 001-001-001 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-002 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-003 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-004 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-005 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-006 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-007 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-008 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-009 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-010 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-011 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-012 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-013 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-014 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-015 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-016 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-017 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-018 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-019 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-020 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-021 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-022 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-023 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-024 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-025 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-026 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-027 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-028 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-029 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-030 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-031 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-032 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-033 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-034 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-035 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-036 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-037 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-038 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-039 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-040 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-041 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-042 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-043 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-044 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-045 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-046 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-047 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-048 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-049 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |
| 001-001-050 | 10000 | 0000 | 10000 | 0.0000 | 0.00 |

16

EXTRA-CURRICULAR COMPENSATION

A. The following extra-curricular activity directors shall be compensated according to the following schedule:

1. Faculty Advisor for Athletics.....\$550.00
2. Faculty Advisor for Safety Patrol.....\$200.00

TENURE COMPENSATION

A. Upon attainment of tenure in the Mt. Arlington School system, a teacher shall be granted an additional step of the degree salary schedule. Said increment shall be a permanent addition to said teacher's annual salary.

SERVICE COMPENSATION

A. Upon a teacher's completion of twenty (20) years of service, the Board of Education may grant additional increments in consideration of service rendered to the Mt. Arlington School District.

EXTRA CREDITS

A. Payment for extra credits will be limited to graduate courses taken for professional advancement, applicable to the Mt. Arlington School system. At the beginning of each semester the individual shall submit to the Administrative Principal his proposed course of study for which reimbursement is requested. Reimbursement will be granted at the June Board of Education meeting at a rate of tuition at the New Jersey State Colleges.

MERIT INCREASES

A. Merit increases may be awarded at the discretion of the Board of Education not to exceed \$300 during a teacher's tenure of service in the Mt. Arlington School system.