

4-0304  
12-06

**A G R E E M E N T**

**between**

**THE HELMETTA EDUCATION ASSOCIATION**

**and**

**THE HELMETTA BOARD OF EDUCATION**

**The County of Middlesex, New Jersey**

**covering the period**

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**July 1, 1971**

**TO**

**June 30, 1972**

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**CERTIFIED TRUE COPY**

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PREAMBLE

This agreement entered into this 10<sup>th</sup> day of February, 1971, by and between the Helmetta Board of Education (hereinafter called "Board") and the Helmetta Education Association (hereinafter called "Association").

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION: The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel under contract including the following:

all professionally certified personnel employed by the Board including teachers, attendance officer, school nurse, maintenance and custodial (subject to evidence of authorization), secretarial and clerical

but excluding the following:

teaching principal, a full time principal, vice-principal, superintendent, and all personnel not above listed on a per diem basis. Those included herein shall hereafter be known as the "Negotiating Unit".

DEFINITION OF TEACHER: Unless otherwise indicated, the term "teachers", when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

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 15th of the calendar year in which this Agreement expires. Any Agreement so negotiated will apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board

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

#### Definitions:

1. Grievance: A "grievance" is a claim by a teacher or the association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.
2. Aggrieved Person: An "aggrieved person" is the person or persons making the claim.
3. Party in interest: 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.

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 this procedure.

Procedure:

1. Time Limits: 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. 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, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. LEVEL ONE: A teacher with a grievance shall first discuss it with his principal or immediate supervisor, 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 the presentation of the grievance at LEVEL ONE, he may then present his grievance in writing to the principal, specifying the nature of the grievance and the resolution sought. The principal shall communicate his decision in writing to the teacher within three (3) school days of receipt of the written grievance.
5. LEVEL THREE: A teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the personnel committee of the Board. The appeal to the personnel committee of the Board must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The personnel committee shall attempt to resolve the matter as quickly as possible within a period not to exceed ten (10) school days. The personnel committee shall communicate its decision in writing to the teacher and the principal.

6. LEVEL FOUR: If the grievance is not resolved to the teacher's satisfaction, he, no later than five (5) school days after receipt of the personnel committee's decision, may request a review by the total Board of Education. The request shall be submitted in writing through the principal of the school who shall attach all related papers and forward the request to the Board. The Board, shall review the grievance and shall, at the option of the Board, hold a hearing with the teachers and render a decision in writing within thirty (30) calendar days, except in the case of grievance involving any of the following points:
- (a) Any matter for which a method of review prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of the Board authority or limited to action of the Board alone.
  - (b) A complaint of a non-tenure teacher which arises by reason of his not being re-employed.
  - (c) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
7. LEVEL FIVE: If the teacher is not satisfied with the disposition of his grievance at LEVEL FOUR, he may, within five (5) school days after a decision by the Board, request to have his grievance submitted to arbitration within fifteen (15) school days after receipt of the action by the Board. The teacher shall notify the Board through the principal of the request for arbitration.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the teacher shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator:

- (a) A joint request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrator in the dispute in question.

- (b) If the persons are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the American Arbitration Association to submit a second list.
- (c) If the parties are unable to agree, within ten (10) school days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The recommendation of the arbitrator shall be advisory. Only the Board, the teacher and his representative shall be given copies of the arbitrator's report. This shall be accomplished within twenty (20) school days of the completion of the arbitration hearings.

Cost of Arbitration:

1. Each party shall bear the total cost incurred by ~~themselves~~<sup>themselves</sup>.
2. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.
3. If ~~the~~ time is lost by any teacher due to arbitration proceedings necessitating the retention of a substitute, the Board shall pay only the cost of the substitute. The time lost by the teacher shall be charged to personal time and any time beyond that will be granted full pay.

Miscellaneous:

1. Commencing with LEVEL THREE, the decision of the administration and/or Board shall include a statement of reasons for the position taken (excluding non-tenure teachers in cases of re-employment).

2. Commencing with LEVEL TWO of the grievance procedure, the teacher may be represented by a representative selected by himself.
3. Forms for filing grievances will be supplied by the principal.

#### ARTICLE IV

#### TEACHER RIGHTS

Rights and protection in representation: Pursuant to Chapter 303, Public Laws, 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws, 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in this Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Board Rights: Nothing contained herein shall be construed to deny or restrict the Board of supervisory and management powers necessary to carry out its function under the educational law--and in accordance with all other applicable laws.

Statutory Savings Clause: Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Just Cause Provision: No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. This clause shall in no way be applicable to renewal or failure to renew contracts of non-tenure teachers.

Required Meetings or Hearings: Whenever any teacher is required to appear before the Board, or any committee, member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment, or the salary or any increments pertaining thereto, then he 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 him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

Evaluation of Students: The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Helmetta School District, Helmetta, New Jersey, based upon his professional judgment or available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without approval of the teacher. In order to aid in the evaluation of students, a teacher shall be ready and able to explain the criteria used in computing grades to any concerned party. A "concerned party" shall be any or all of the following: parents, members of the board of education, supervisory personnel of the Helmetta, Middlesex County and state educational systems and supervisory personnel of any school district receiving Helmetta students.

Criticism of Teachers: Any question or criticism by a supervisor, administrator, or board member of a teacher and her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

## ARTICLE V

### Information:

- (a) The Board agrees to furnish to the Association, in response to reasonable requests, from time to time, all available information concerning the educational program and the financial resources of the district, or other information within the public domain that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
- (b) The Board shall make available information maintained in teacher files which shall be necessary for the Association to process any grievance or complaint.

Bulletin Board: The Association shall have the exclusive use of a bulletin board. Copies of all materials to be posted on such bulletin board shall be given to the Principal, and no approval shall be required.



## ARTICLE VI

Teaching Hours: As established by Board policy. The teachers may recommend changes.

Lunch Periods: Teachers shall have a daily duty-free lunch period.

Preparation Time: Teachers, in addition to their lunch period, shall have preparation time during which they shall not be assigned to any other duties. Said preparation time to total two hours per week based on a five-day week and to be prorated accordingly for shorter weeks. Scheduling to be established by teaching principal.

## ARTICLE VII

### SPECIALISTS

The Board and the Association recognize the fact that an adequate number of competent specialists is desirable.

## ARTICLE VIII

### TEACHER EMPLOYMENT

#### Placement on Salary Schedule:

1. Adjustment to salary schedule: Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1971-1972 school year.
2. Credit for experience:
  - (a) Full credit will be granted to an applicant with regular or provisional certification for up to ten (10) years of previous teaching experience.
  - (b) An applicant with military service shall be granted up to four (4) years in addition to any previous teaching experience up to a maximum of ten (10) years inclusive of credit for military service.
  - (c) Persons with six (6) months or more of teaching experience under provisional or regular certification shall be given credit for a full year in determining their place on the salary schedule. The Board reserves the right to grant credit for any experience it deems valuable to the Helmetta school system.
  - (d) Persons with six (6) months or more military service shall be given credit for a full year in determining their place on the salary schedule.

- (e) Salary step credit for experience shall be granted only when satisfactory evidence of such experience is provided.

## ARTICLE IX

### SALARIES

Summer Pay Plan: Each teacher may individually elect to have ten (10%) per cent of his monthly salary schedule deducted from his pay. These funds shall be paid to the teacher or his estate on the final payday in June, or upon death, or termination of employment, if earlier.

Pay Days: Teachers will be paid on the 15th and the 30th day of each month school is in session, except when a pay day falls on or during a school holiday, vacation, or week-end. The teachers will then receive their pay checks on the last previous working day.

## ARTICLE X

### TEACHER EVALUATION:

- a. Nontenure teachers shall be evaluated by their immediate superiors at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Evaluation reports shall be presented to each teacher following the evaluation.
- b. Tenure-teachers shall be evaluated at least two (2) times in each school year.

OPEN EVALUATION: All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

EVALUATION ONLY BY CERTIFIED SUPERVISORS: Teachers shall be evaluated only by persons certificated and properly authorized to supervise instruction as in relationship to paragraphs (a) and (b) under Teacher Evaluation.

## PERSONNEL RECORDS

1. File: A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review.
2. Derogatory materials: No materials derogatory to a teacher's conduct, service, character, or personality shall be placed in his personnel file unless the teacher has had the opportunity to review and question the material. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed and attached to the file copy. Any difference arising under this paragraph shall not be subject to redress under the grievance procedure.

## ARTICLE XI

### FAIR DISMISSAL PROCEDURE:

- A. Teachers shall be notified of their contract and salary status for the ensuing year by the Board of Education's Secretary no later than April 15th. As a matter of professional courtesy, tenure teachers will notify the Board within fifteen (15) calendar days after receiving their notification of their contract and salary status of their intent. Such notification by the teacher at this date shall not be binding. However, state regulations must be adhered to in such cases.
- B. Should the Board fail to give a nontenure teacher an offer of contract for employment for the next succeeding year by April 15, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year upon the terms and conditions of employment as may be required by law.
- C. Any nontenure teacher whose contract is not being renewed shall be told by the teaching principal the reason therefor at the time the notice is given and any difference arising under the paragraphs of this article shall not be subject to redress under the grievance procedure.

ARTICLE XII

SICK LEAVE

- A. All personnel are authorized ten (10) days sick leave for the school year with no deduction from salary. This sick leave is to be accumulative and transferable from other districts.
- B. In addition to the ten (10) days normal sick leave, personnel will be granted all days of sick leave accumulated prior to the current academic school year with no deductions from salary. All personnel will be notified at the beginning of the academic year of the total number of accumulated days of sick leave. Any person who is absent from school for reasons of illness will submit a "Certification of Absence" upon returning to school.
- C. In cases of extended illness when a teacher has exhausted her accumulated sick leave, a teacher shall receive the difference between the substitute's pay and her actual contractual salary.

ARTICLE XIII

DEATH IN FAMILY:

- A. An allowance of five (5) days will be granted without deduction from pay in the case of death in the immediate family.
- B. The immediate family shall be interpreted as Father, Mother, Sister, Brother, Husband, Wife, Son, Daughter and/or any other relative residing in the household.
- C. An allowance of two (2) days will be granted without deduction from pay for death of Grandmother, Grandfather, Mother-in-law, and/or Father-in-law.

PERSONAL LEAVE:

- A. The employee will be authorized three (3) days of absence without loss of pay for emergency reasons other than illness or death in family. This would cover instances such as physical examination, court appearances, or other valid emergency reasons.
- B. If at all possible, the principal shall be advised not less than three (3) days prior to the expected absence and in any event notice must be given prior to the expected absence.

- C. The principal shall have discretion in granting of such personal leave.

VISITS, CONFERENCES AND MEETINGS:

- A. All personnel are authorized to visit other schools or agencies for the purpose of observation and to seek means of improving the curriculum. The limit is two (2) days.
- B. Request for leave for this purpose must be submitted for approval to the principal.
- C. Request must be made at least ten (10) days prior to the scheduled visit.
- D. Request for two consecutive days of observation must be approved by the Board of Education and must be submitted not later than two (2) weeks before the scheduled regular meeting of the Board for the current month.

ARTICLE XIV

MATERNITY LEAVE:

1. Any married woman employee not under tenure, as soon as she shall become aware of her pregnancy, shall forthwith submit her resignation, effective not later than two (2) months before the anticipated birth of the child.
2. Any married woman under tenure may submit her resignation or apply for a Maternity Leave of absence with full loss of pay.
3. A Maternity Leave of Absence shall be for a period of not less than eighteen (18) calendar months beginning no later than two (2) months before the anticipated date of birth and ending not earlier than one year from the following September. The expiration of all Maternity leaves shall coincide with the beginning of a school year.
4. Deviations from the above may be made for special exceptions such a miscarriage, still birth, or special request for earlier termination of Maternity leave.
5. All benefits to which a teacher was entitled at the time her leave of absence began, including unused accumulated sick leave shall be restored to her upon her return, and she shall be assigned to the same position which she held at the time said leave began, if available or, if not, to an equivalent position.

ARTICLE XV

INSURANCE PROTECTION: The Board shall pay 100% of the cost of Blue Cross, Blue Shield, Major Medical, and Rider J for single coverage of teachers.

ARTICLE XVI

The Board honors the Constitution of the United States and all applicable laws pertaining to personal and academic freedom.

ARTICLE XVII

DEDUCTION FROM SALARY:

Association Payroll Dues Deductions: The Board agrees to deduct from the salaries of its teachers dues for the Helmetta Education Association, the Middlesex County Education Association, the New Jersey Education Association and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct.

ARTICLE XVIII

GRADUATE STUDY

Teachers will be paid up to \$350.00 for tuition and registration fees for graduate study upon the following conditions:

(a) The teacher must be enrolled in a Master's Degree program in Education.

(b) Courses taken between July 1st and August 31st of the current school year will be paid in October for all teachers except new teachers whose employment begins September 1st of that year.

(c) Courses taken between September 1st and January 31st will be paid in March of that year.

(d) Courses taken between February 1st and June 30th will be paid in September of the following school year, only if the teacher is still a member of the system.

(e) Payments will be made upon submission to the Board of Education of an official transcript, indicating satisfactory completion of the course, and a receipt of payment for the course.

ARTICLE XIX

MISCELLANEOUS PROVISIONS:

- A. The Board shall agree to carry out the commitments contained herein and give them full force and effect as Board policy. The Board will not make changes unilaterally in terms and conditions of employment. This clause shall not be construed to be in derogation of any other paragraphs of this agreement or in any way an abrogation of Board prerogatives as to administrative decisions.
  
- B. 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 shall be controlling.
  
- C. Whenever any notice is required to be given by either of the parties of this Agreement to the other pursuant to the provisions(s) of this agreement, either party shall do so either by telegram, or registered mail to the following addresses:
  - 1. If by Association, to the Board c/o Board Secretary, Mr. Daniel Bonamici, 406 Main Street, Spotswood, New Jersey.
  
  - 2. If by Board, to the Association c/o Helmetta Elementary School, Main Street, Helmetta, New Jersey.

ARTICLE XX

DURATION OF AGREEMENT:

This agreement shall be effective as of July 1, 1971 and shall continue in effect until June 30, 1972. Article III shall become effective immediately upon execution of this Agreement.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the association has caused this Agreement 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.

HELMETTA EDUCATION ASSOCIATION

HELMETTA BOARD OF EDUCATION

By Margaret Bunn  
President

By Walter Toth  
President

By [Signature]  
Secretary

By [Signature]  
Secretary



TEACHER'S SALARY GUIDE

Bachelor's Degree

0.	\$8,000.00
1.	8,350.00
2.	8,750.00
3.	9,150.00
4.	9,500.00
5.	9,900.00
6.	10,250.00
7.	10,650.00
8.	11,000.00
9.	11,400.00
10.	11,800.00
11.	12,150.00
12.	12,500.00

Master's Degree

0.	\$8,500.00
1.	8,850.00
2.	9,250.00
3.	9,650.00
4.	10,000.00
5.	10,400.00
6.	10,750.00
7.	11,150.00
8.	11,500.00
9.	11,900.00
10.	12,300.00
11.	12,650.00
12.	13,000.00