

Contract no. 462

10-03

LIBRARY  
INSTITUTE OF MANAGEMENT  
SCIENCE

OCT

MITGERS UNIVERSITY

AGREEMENT

between the

Haledon Board of Education

and the

Haledon Education Association

1987 - 88

1988 - 89

1989 - 90

X July 1, 1987 June 30, 1990

A G R E E M E N T

BETWEEN:

THE BOARD OF EDUCATION OF THE BOROUGH OF HALEDON  
IN THE COUNTY OF PASSAIC, hereinafter called Board,

AND: HALEDON EDUCATION ASSOCIATION, hereinafter called  
Association. In compliance with the provisions of  
N.J.S.A. 34:13A-1 et. seq. and in consideration of  
the covenants herein contained the parties hereto  
do hereby agree that the following shall govern  
the relationship between the parties for the school  
years July 1, 1987 to June 30, 1990.

RECOGNITIONA. 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 personnel whether under contract, on leave, employed or to be employed by the Board:

Teachers  
Special Teachers  
Nurses

But excluding:

1. Superintendent
2. Principal
3. Psychologists
4. Secretarial Employees
5. Custodial Employees
6. Cafeteria Personnel
7. Cafeteria-Playground Aide
8. Board Secretary
9. All per diem staff
10. All other full and part time employees

B. Definition of Teacher

Unless otherwise indicated, the term "teachers" or "members" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## Article I

### Recognition

#### C. 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.

#### D. Use of School Buildings and Equipment

The Association and its representatives may use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required according to established Board Policy.

The Association may use all duplicating machines and audio-visual equipment at reasonable times when such equipment is not in use. Approval shall be required according to established Board Policy.

## ARTICLE II

THE INSTRUCTIONAL STAFF  
SALARY GUIDE

Salary Guide for the 1987-88 School Year

<u>Step</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>	<u>Masters +15</u>	<u>Masters +30</u>
1	19,650	21,890	22,390	23,815
2	19,900	22,140	22,640	24,065
3	20,300	22,540	23,040	24,465
4	22,200	24,440	24,940	26,365
5	23,400	25,640	26,140	27,565
6	24,850	27,090	27,590	29,015
7	25,700	27,940	28,440	29,865
8	28,670	30,910	31,410	32,835
9	31,640	33,880	34,380	35,805

Longevity

10 years of experience in Haledon	\$300.00
15 years - additional	600.00
20 years - additional	900.00

## ARTICLE II

THE INSTRUCTIONAL STAFF  
SALARY GUIDE

Salary Guide for the 1988-89 School Year

<u>Step</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>	<u>Masters +15</u>	<u>Masters +30</u>
1	21,025	23,325	23,825	25,225
2	21,275	23,575	24,075	25,475
3	21,525	23,825	24,325	25,725
4	22,700	25,000	25,500	26,900
5	23,900	26,200	26,700	28,100
6	25,250	27,550	28,050	29,450
7	27,600	29,900	30,400	31,800
8	30,800	33,100	33,600	35,000
9	34,000	36,300	36,800	38,200

Longevity

10 years of experience in Haledon	\$400.00
15 years - additional	800.00
20 years - additional	1200.00

## ARTICLE II

THE INSTRUCTIONAL STAFF  
SALARY GUIDE

Salary Guide for the 1989-90 School Year

<u>Step</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>	<u>Masters +15</u>	<u>Masters +30</u>
1	22,225	24,525	25,025	26,425
2	22,525	24,825	25,325	26,725
3	22,825	25,125	25,625	27,025
4	23,125	25,425	25,925	27,325
5	24,300	26,600	27,100	28,500
6	25,800	28,100	28,600	30,000
7	28,800	31,100	31,600	33,000
8	32,400	34,700	35,200	36,600
9	36,275	38,575	39,075	40,475

Longevity

10 years of experience in Haledon	\$500.00
15 years - additional	1000.00
20 years - additional	1500.00

## Article II

The Instructional Staff Salary GuideC. Extra Curricular

1. The Board may sponsor extra curricular activities established after examination of a general student inventory. The basic compensation shall be based on work performed with students after regular school hours at a rate of \$10.00 per hour. Each activity shall run for fifteen (15) to thirty (30) hours with agreed starting and closing sessions subject to a member's voluntary assignment and Board approval.
2. Chaperones shall be compensated at the following rate whenever there are dances:
  - a. Chairperson           \$60.00  
   2 each per dance
  - b. Chaperones           \$30.00  
   2 each per dance

D. Central Detention

Teachers shall be compensated at the rate of \$15.00/hour for central detention.



## ARTICLE III

## SALARY GUIDE STEP DETERMINATION AND APPLICABILITY

A. Applicability

This salary guide shall apply to all teachers.

B. Scope

The salary guide step of each teacher will reflect all teaching experience in Haledon.

C. Limitation

The Board maintains the sole discretion of determining the salary guide entrance step for new employees.

D. Basis for Computing Salary Guide Step

1. For each full year experience as described in paragraph B, credit shall be given for one (1) step.
2. For each fractional part of a year of 105 days or more or if steadily employed from the first work day in January a teacher shall be given credit for one (1) step.

This provision hereinabove shall not be retroactive.

E. Basis for Computing Guide Category

1. Certified transcripts shall be required whenever a teacher changes category. All teachers upon initial employment shall be required to supply the office the Superintendent with documentation establishing his or her salary guide category.
2. The following definitive statements shall be used to determine each teacher's category:

**Article III****Salary Guide Step Determination and Applicability****a. Bachelor's Degree**

The degree must be from an accredited college or university.

**b. Master's Degree**

The degree shall be approved by an accredited college or university.

**c. Master plus 15 and Master plus 30**

- (1) The 15 and 30 semester hours shall be approved by an accredited college or university.
- (2) For the Master's plus 15 credits, a teacher's total credits shall be defined as 45 credits beyond the bachelor's degree but shall require possession of an earned master's degree.
- (3) For the master's plus 30 credits, a teacher's total credits shall be defined as 60 credits beyond the bachelor's degree but shall require the possession of an earned master's degree.

**F. 1987-90 Special Adjustment**

For the purposes of computing salary steps for 1987-90.

Article III D 1 and III D 2 are suspended,

## ARTICLE IV

METHOD OF PAYMENT OF SALARIES

Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

Adjustments for time off when applicable or for any other reason shall be made the month following their occurrence except in the month of June, when they shall be made from the last pay check.

A. Summer Pay Plan

Each teacher may individually elect to have ten percent (10%) of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final pay day in June. Deductions under this article shall be forwarded to the North Jersey Federal Credit Union, Totowa, New Jersey.

B. Exceptions

When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.

C. Credit Union Deductions

Teachers may elect to have deductions for savings, loans, and/or other reasons made from their paychecks and forwarded to the NJFCU.

## ARTICLE V

TEACHER ASSIGNMENT AND CONTRACT NOTIFICATION

- A. Teachers shall be notified of their room and grade assignment by the last day of school. If change of room or grade assignment occurs, the teacher will be notified within forty-eight (48) hours of official Board action.
- B. Teachers shall be notified of their contract and salary status for the ensuing year no later than the 30th day of April.

## ARTICLE VI

SICK LEAVE

- A. All teachers shall be allowed sick leave with full pay for a maximum of eleven (11) school days in any school year. Any teacher requiring less than eleven (11) days in any school year shall accumulate those days not used for additional sick leave as needed in subsequent years.
- B. In the event a teacher is absent he/she will make every effort to call a central registry number prior to 6:30 a.m. to report his/her absence.
- C. The Board will make every reasonable effort to obtain a substitute for all teachers when they are absent and/or on assignment outside the school building.
- D. Any teacher who is returning to Haledon after a leave of absence of three years or less shall have his accumulated sick leave days restored.
- E. All teachers shall be given a written account of accumulated sick leave days within a reasonable amount of time at the beginning of the school year. The eleven (11) sick days for the current year shall be included in the total.
- F. Any teacher who is absent for more than two (2) consecutive days shall be required to notify the administration prior to the third day as to the nature of the illness and the anticipated duration. The Board may require a physician's certificate from an employee when absent three (3) consecutive days.

TEMPORARY LEAVE OF ABSENCE

A. Teachers shall be entitled to the following leaves of absence with full pay. Application shall be made in writing at least 24 hours before taking such leave, to the Superintendent, except in the case of emergencies. Applicant shall state whether the leave is under Table I or Table II as listed on page 15 of this agreement.

1. Personal

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours.

a. Two (2) days leave of absence in which the teacher shall not be required to state the reason for taking such leave other than that the teacher is taking it under this Section and Table II.

b. One (1) day leave of absence with the teacher required to state the reason in accordance with this Section and Table II.

c. Personal days will not be granted on any day preceding or following a holiday except for an emergency as granted by the Superintendent.

2. Death in the immediate family

For death in the immediate family three (3) school days leave of absence for each occurrence. The immediate family shall be interpreted to include the following: Spouse, Parents, Siblings, Children, Parents-in-law, Grandchildren, nieces and nephews.

3. Death in the family

For death in the family one (1) school day leave of absence for each occurrence. The family shall be interpreted to include the following: Aunts, Uncles,

**Article VII****Temporary Leaves of Absence**

- B. Two additional school days with substitute pay deduction shall be granted in accordance with the terms of Section A.1.a. hereinabove.
- C. Additional absences above and beyond this policy shall result in deduction of 1/200th of annual contract salary per day absent.
- D. **Limitations**
  - 1. Personal days are not cumulative.
  - 2. All allowances in this policy are for one school year.

**Article VII**

**Temporary Leaves of Absence**

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**TABLE I**

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**REASONS FOR ABSENCE**

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**Death of:**

Spouse, Parents, Siblings, Children, Parents-in-law  
 Grandchildren, Aunts, Uncles, Cousins, Grandparents  
 Siblings-in-law, nieces and nephews.

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**TABLE II**

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**REASONS FOR ABSENCE**

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1. In accordance with Article VII, Section A.1. (a)
2. Religious Holidays
3. Court Appearance
4. Paternity
5. Marriage of a child
6. Graduation of:
  - a. employee
  - b. child from college
  - c. spouse
7. Unforeseen incidents
8. Non-repeatable occurrences



## ARTICLE VIII

PROFESSIONAL DAYSA. Statement of Policy

There is a recognized need for professional days throughout the school year since some conferences, workshops and teacher visitations can only be attended while school is in session.

B. Administration

1. All requests from teachers and administrators must be discussed in advance.
2. Discussion will center around the objectives of the professional day and will relate to future or present curriculum programs in the Haledon Public Schools.
3. The superintendent may approve or disapprove the day. The Board of Education will be notified of all requests and the Superintendent's decisions.

C. Expense

1. The cost of hiring a substitute will be borne by the Board of Education.
2. The Board may elect to pay for unusual fees, however, all transportation costs will be assured by the board at the standard mileage rate as allowed by the Internal Revenue Code.  
  
If more than one teacher and up to four (4) teachers attend the same function, it is agreed that car pooling will take place and only one teacher shall be reimbursed for transportation costs.
3. No other expenses except those permitted under this paragraph for automobile mileage, unusual fees approved prior to the event, and salary of the substitute shall be considered or allowed.

## ARTICLE IX

EDUCATIONAL REIMBURSEMENT PLANA. Intent

The Educational Reimbursement Plan has been formulated in order to encourage professional staff members to continue their education through participation in a part-time college study program thereby increasing their effectiveness in the Haledon Public School.

B. Statement of Policy

The Board will reimburse 100% of the tuition expenses of teachers up to twelve (12) semester hours of study per year at a rate established by the New Jersey State Colleges to a maximum Board expenditure of \$5,500.00

C. Eligibility

1. The individual must be employed on a full time basis in the Haledon School System during the school year in which reimbursement is requested.
2. The individual must elect courses in the field of education and comply with one of the following three conditions:
  - a. Matriculating toward a graduate degree.
  - b. Enrolled in courses which will ultimately be applied to matriculation toward a graduate degree.
  - c. Enrolled in specific courses in areas pertinent to their classroom performance.

D. Limitations

1. The Board will reimburse a maximum of twelve (12) semester hours per year, per teacher. The full expense of additional semester hours during any one

## Article IX

Educational Reimbursement Plan

school fiscal year shall be borne by the individual. Semester hours may not be transferred for future credit, but must be claimed in the school year attended. The school year shall commence on July 1 and end the next June 30.

2. The total money refunded shall be 100% of the semester hour fee up to \$5,500.00 limit. If reimbursement costs exceed the limit, the funds shall be prorated equitably among the participants. All costs such as registration and laboratory fees, books, supplies and transportation shall not be included in this policy.
3. All course work shall be accomplished after school hours. Staff members will not be permitted early release from the work day or granted additional personal leave days in order to complete their assignments.
4. Reimbursement will be made to the extent of 100% of the actual cost of tuition to the individual subject to the limitation stated in Article IX: B & D2

E. Administration

1. In complying with Section C. 2a and b, the individual will file written application to the office of the superintendent no later than one week after registration. The bursar's receipt must accompany this request.
2. In complying with Section C. 2c, the individual must secure approval of the courses from the office of the superintendent at least two (2) weeks prior to registration. The bursar's receipt must be submitted.

**Article IX****Educational Reimbursement Plan**

no later than one (1) week after registration.

3. In all cases, the individual must provide the office of the superintendent with official proof of successful completion of the courses.
4. All money will be reimbursed to the individual under contract in September of the following school year:
  - a. Fall and Spring course work will be reimbursed to the individual in September of the following school year.
  - b. Summer courses will be reimbursed to the individual who taught in Haledon in the month of June immediately prior to taking the courses provided that said individual returns to teaching in Haledon after the summer recess. Payment will be made during the September following the summer in which the course was taken.

**ARTICLE X****PETTY CASH**

A petty cash fund supervised by the Superintendent shall be established for the purpose of expediting purchases for classroom use by teachers as set below:

1. All items must be approved prior to purchasing by an administrator.
2. A maximum of \$25.00 per teacher per year is established.

## ARTICLE XI

EXTENDED LEAVES OF ABSENCEA. Maternity

1. Pregnancy is hereby recognized as a temporary disability and may be treated as an ordinary sickness.

A teacher shall notify the Superintendent of her pregnancy one hundred fifty (150) days prior to her expected due date. The teacher may continue to teach as long as she is medically able to do so or her teaching performance does not substantially decline from the time immediately prior to her pregnancy. The Board may remove the teacher and place her on sick leave for any of the following reasons:

- a. Her teaching performance has substantially declined from the time immediately prior to her pregnancy; or,
- b. If she fails to produce a medical certificate from her physician that she is medically able to continue teaching; or,
- c. If the Board's physician finds her medically unable to continue teaching and the teacher's physician concurs in the finding; or,
- d. In the event of any difference of opinion medically between the Board's physician and the teacher's physician, the Board may request expert consultation from the Passaic County Medical Society and request the appointment of an impartial third physician who shall examine the teacher and whose medical

Extended Leaves of Absence

opinion shall be conclusive and binding upon all parties. The cost of this third impartial physician shall be shared equally by the teacher and the Board; or,

- e. In the event that the teacher fails or refuses to submit to the medical examinations set forth in the preceding paragraphs.

The sick leave shall terminate at such time after the birth of the child or a miscarriage as the teacher is medically able to assume her teaching duties. Her ability to resume her teaching duties shall be certified by her physician in writing or by the Board's physician and the teacher's physician concurs in the finding. In the event of a difference of medical opinion between the Board's physician and the teacher's physician, the Board may request expert consultation from the Passaic County Medical Society and request the appointment of an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding upon all parties. The cost of this third impartial physician shall be shared equally by the teacher and the Board. A failure to submit to the medical examinations aforesaid shall subject the teacher to disciplinary proceedings.

2. A pregnant teacher may at her option, at any time after her pregnancy has been medically established and before taking a sick leave on account of said pregnancy

## Article XI

### Extended Leaves of Absence

or being placed on sick leave by the Board, elect to take a maternity leave without pay, which election shall be irrevocable except by mutual consent of the teacher and the Board. A maternity leave shall be requested by the teacher in writing from the Board. A maternity leave shall commence on the date specified by the teacher after approval by the Board at a regular meeting.

3. The duration period of a maternity leave for a teacher holding a contract of employment beyond June 30 of any school year, which commences during the summer months of July and August, shall be granted for no more than two school years.
4. The duration period of a maternity leave for a teacher holding a contract of employment beyond June 30 of any school year which commences during the school year (September through June) shall be granted for no more than the remainder of that school year plus the next succeeding school year if so requested.
5. The duration period for a teacher not holding a contract of employment beyond June 30 shall terminate at the end of the current contract year except at the discretion of the Board.
6. For the purpose of this Section, the term "contract of employment" shall include any teacher whose right

**Article XI****Extended Leaves of Absence**

to employment for the next school year exists by operation of law.

7. Every non-tenured teacher on maternity leave shall either be offered a contract of employment for the next succeeding year or a written notice that such employment will not be offered in accordance with R. S. 18A:27-10, etc.

**B. Good Cause**

Other leaves of absence without pay may be granted by the Board for good reason.

**C. Return from Leave**

All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return.



**ARTICLE XII****MEDICAL COVERAGE**

- A. The Board shall provide for all its employees medical coverage in accordance with the Public and School Employee's Health Benefit Plan, administered by the Division of Pension. Coverage shall include the basic plan without options for each employee. Employees may purchase additional coverages for members of their family at 50% of the established rate through payroll deductions. The Board shall pay for the remaining 50% of the established rate. For all employees, who have previously covered members of their family in the past, the Board shall pay 75% of the established rate for the school year 1985 -86 and 100% of the established rate for the school year 1986-87. and thereafter. Any employees desiring to purchase additional coverage for members of their family in the future may do so by paying 50% of the established rate through payroll deduction for the first year of coverage and 25% of the established rate for the second year of coverage. The Board shall pay 50% during the first year, 75% during the second year and 100% thereafter.
- B. The Board shall provide for all teachers, dental coverage in accordance with Optional Plan II of Foundation Life Insurance Company of America administered by the C.W. Bollinger Company of Montclair, N.J. Coverage shall be provided for each teacher and in cases where appropriate. family coverage.

- C. Teachers with medical coverage from any other source including a spouse in the District will so inform the Board for the purpose of avoiding duplicate expenditures and coordination of benefits.
  
- D. Any teacher utilizing 2 sick days or less and one personal day or less shall be eligible to receive a stipend of \$100 per school year payable on or about June 30 of that school year.

ARTICLE XIII  
SCHOOL CALENDAR

A. 180 Pupil Days

The calendar school year shall be planned to include teacher in-service days, emergency and/or snow pupils days and the required 180 pupil school days. In the event that emergency or snow pupils days are not utilized, they will be deleted at the end of the school year and expected teacher work-load will be automatically decreased by the same number of days. The school day shall run from 9:00 A.M. until 1:00 P.M. the day before Thanksgiving and the Christmas recess. The last two days of the school year shall run from 9:00 A.M. until 1:00 P.M. for students while teachers remain until 3:00 P.M.

B. Inclement Weather

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

ARTICLE XIV  
DUTY REQUIREMENTS

A. Statement of Policy

The members of the teaching staff shall not be assigned to lunchroom and/or playground duty with the exception of the Section E morning duty.

B. Definition of Terms

1. Lunchroom duty is defined as that portion of the day between the assigned morning and afternoon sessions, when aides normally direct students.
2. Playground duty is defined as that portion of the day after attendance has been conducted.
3. Morning duty will be from 8:30 a.m. to 9:00 a.m.

C. The Teaching School Day

The teaching school day shall include:

1. A 5½ hour instructional day.
2. Fifteen minutes prior to the morning session.
3. Fifteen minutes after the afternoon session.
4. A duty free lunch period of at least thirty (30) minutes, which shall consist of the time between the assigned morning and afternoon sessions.

D. Exceptions

Nothing in this policy shall be interpreted to exclude teachers from door and stairwell duty, or other supervisory duty or assignments consistent with their teaching duties, or orderly administration of the school system and curriculum of study.

## Article XIV

E. Morning Duty

Teachers will be scheduled for morning duty from 8:30 to 9:00 on a rotating basis for no more than ten times per school year. Any teacher who will supervise morning duty during the week shall be permitted to leave 15 minutes earlier on the last full day of the week.

The school nurse shall be excluded from the assignment.

F. Meetings - Faculty and Other

1. There shall be no more than thirty-five (35) meetings per school year. Such meetings shall be no longer than one (1) hour in duration commencing fifteen (15) minutes after student dismissal. These meetings shall include faculty and all other meetings. There shall be no outside assignments or preparation for these meetings.

2. No meetings shall be scheduled in any week when a one (1) o'clock session day or when an evening meeting is scheduled.

No teacher shall be requested or required to serve as chairperson of any committee more than once in any three (3) school year period. Such assignments shall be for one (1) school year only.

## Article XIV

### Duty Requirements

4. Notwithstanding the foregoing, the Association guarantees that its members shall complete assignments on T & E, curriculum and state and federal mandates to the satisfaction of the Superintendent and Board of Education. The Superintendent shall provide at least 16 meetings for the purpose of satisfying the above stated guarantee. Should more than 16 meetings be required to satisfy the guarantee, the Association representatives shall indicate the need for more meetings at the earliest of the agreed meetings stated in Article XIV.E.3. At that time, the Superintendent and Board of Education will assess the need for an extension of the 16 meetings.
  
5. Classroom teachers will no longer be responsible for maintaining state registers effective September, 1984.

## ARTICLE XV

DEROGATORY MATERIAL

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personal file without proof that the individual has received the copy. Proof shall be established by the affixing of his signature to the copy with the express understanding that such a signature only indicates the teacher has received a copy of the correspondence. The teacher shall return her copy within forty eight (48) hours, (exclusive of week-ends). In the event that the teacher does not return the signed copy, a duplicate copy will be presented to him in the presence of a witness who shall certify that the material was delivered to the teacher.

The teacher may request for a conference prior to signing the material at which point the time permitted for affixing his signature shall be suspended until after the conference.

The teacher has the right to submit a written answer to such material on his stationery and the answer shall be attached to the appropriate correspondence.

## ARTICLE XVI

MISCELLANEOUS PROVISIONSA. Required Meetings or Hearings

Whenever any teacher is required to appear before the Board or any board committee 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 reason 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.

B. Separability

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.



**ARTICLE XVII****CURRICULUM AND ASSIGNMENT**

All matters pertaining to the curriculum, teaching programs, classroom and teaching assignments, class size, in service, training and professional developments, calendar control, teacher evaluation, equipment, and facilities, books and supplies, and all other matters for which the Board is charged by law with responsibility to provide in the system, shall be under the exclusive control and discretion of the Board except as defined in this Agreement. In matters relating to the aforementioned, whenever the Board deems it advisable, the teaching staff shall be invited to consult with the Board and render their opinion for the improvement of the educational system of the district. The right of consultation and the suggestions made shall not be binding upon the Board and are to be deemed advisory only.

ARTICLE XVIII  
GRIEVANCE PROCEDURE

A. 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 and practices affecting a teacher or a group of teachers under terms and conditions of employment.
2. Aggrieved person- An "aggrieved person" is the person or persons or the Association making the claim.
3. Party in interest- A "party in interest" is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the crisis.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, 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 expedite the process. The time limits specified may, however, be extended by mutual agreement.

## Article XVIII

### Grievance Procedure

#### 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- Principal or Immediate Superior

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

If the grievance is not resolved satisfactorily to all parties, the aggrieved person must submit Step I in writing within twenty (20) school days of the incident.

#### 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 the presentation of the grievance, he may file the grievance in writing with the

## Article XVIII

### Grievance Procedure

Association within five (5) days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

#### 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 ten (10) school days after the grievance was submitted in writing to the Superintendent, the aggrieved person may within five (5) school days after the decision by the Superintendent or the failure of the Superintendent to render a decision within ten (10) days, whichever is sooner, the aggrieved person may, in writing, request that the Association submit his grievance to the Board. The Board shall consider and dispose of the grievance as submitted within fifteen (15) school days after the same has been submitted to it.

#### 6. Level Four

If the aggrieved person is not satisfied with the disposition of his grievance by the Board, he either personally or through the Association shall not be precluded from taking an appeal to the Commissioner of Education of the State of New Jersey

## Article XVIII

### Grievance Procedure

and/or the appropriate division of the courts.

#### D. Rights of Teachers to Representation

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

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

#### E. Miscellaneous

##### 1. Group Grievance

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

##### 2. Written Decisions

Decisions rendered at Level One which are unsatisfactory

**Article XVIII****Grievance Procedure**

to the aggrieved person shall be in writing. Decisions rendered at Level Two shall be in writing. Decisions rendered at Level Three shall be in writing setting forth decisions and the reasons for the decisions. All communications shall be transmitted promptly to all parties in interest and to the Association.

**3. Separate Grievance File**

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**

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

**5. Meetings and Hearings**

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.

## ARTICLE XIX

REPRESENTATION FEEA. Purpose of Fee

If a certificated employee eligible for HEA membership does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representative fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee1. Notification

On or about the 15th of September of each year the Board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

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

ARTICLE XIX - Contd.5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made at the next month's payroll after the Board received said notice.

6. New Employees

The Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position within a 30 day period after employment.



## ARTICLE XX

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1987 and shall continue in effect until June 30, 1990 subject to the Association's right to negotiate over a successor Agreement as provided.
- B. In witness whereof the Association has caused this Agreement to be signed by its co-presidents and attested by its secretary and the Board has caused this Agreement to be signed by its president and attested by its secretary all on the day and year first above written.

FOR THE BOARD

THE BOARD OF EDUCATION  
THE BOROUGH OF HALEDON  
IN THE COUNTY OF PASSAIC

Attest:

\_\_\_\_\_  
Herbert R. Becher

\_\_\_\_\_  
Robert DeVirgilio, President

FOR THE ASSOCIATION

HALEDON EDUCATION  
ASSOCIATION

Attest:

\_\_\_\_\_  
HEA Co-President,  
Joseph Beltramba

\_\_\_\_\_  
HEA Co-President,  
Bernadette Thomas

\_\_\_\_\_  
HEA Secretary, Linda Conrad