

AGREEMENT

Between

NEW MILFORD

BOARD OF EDUCATION

and

NEW MILFORD

EDUCATION ASSOCIATION

X **JULY 1, 1981 through JUNE 30, 1983**

LIBRARY
Institute of Management and
Labor Relations

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A G R E E M E N T

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NEW MILFORD BOARD OF EDUCATION

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NEW MILFORD EDUCATION ASSOCIATION

JULY 1, 1981 through JUNE 30, 1983

PREAMBLE

This Agreement is entered into in its entirety, including all appendices listed in the TABLE OF CONTENTS, by and between the Board of Education of New Milford, New Jersey, hereinafter referred to as the "Board", and the New Milford Education Association, hereinafter referred to as the "Association", pursuant to Chapter 123, Public Laws 1974.

PREAMBLE

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The New Milford Board of Education recognizes the New Milford Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment during the term of this Agreement for the following personnel employed by the Board, as set forth below:

Teachers
Directors
Department Chairmen
Co-ordinators
Guidance Counselors
Coaches
Nurses
Reading Specialists
Social Workers
Psychologists
Librarians

BUT EXCLUDING THE FOLLOWING:

Superintendent of Schools
Assistant Superintendent of Schools
Secretary-Business Administrator
Supervisor of Instruction
Principals
Vice-Principals
Assistant Principals
Supervisor of Buildings and Grounds
Cafeteria Director
Secretarial-Clerical Employees
Custodial Employees
Maintenance Employees
Cafeteria Employees

Unless otherwise indicated, the term "teachers" shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

- A. The Board and the Association agree to enter into collective negotiations for the purpose of concluding an agreement in accordance with Chapter 123, Public Laws 1974 on matters concerning the terms and conditions of employment. The Association shall submit its proposals to the Board no later than November 1 of the calendar year preceding the calendar year in which this Agreement expires or no later than two (2) weeks prior to the date of the first meeting of the parties for negotiations whichever shall be sooner.

The Board shall submit its proposals to the Association no later than two (2) weeks after it receives the Association proposals.

Any final agreement so negotiated shall apply to all members of the appropriate unit as set forth in ARTICLE I, be reduced to writing, and be signed by the Board and the Association.

- B. The parties and their representatives shall be clothed with all necessary power and authority to conduct negotiations so as to effect a final agreement as established in paragraph A of this Article. Before the Agreement becomes final and binding upon the respective parties it is understood that the Board must adopt and the Association must ratify the final Agreement between the negotiators and that such Agreement must be signed.
- C. 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.

A. Definitions:

A grievance shall mean that teachers or representative of teachers may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

The term grievance shall not apply where the complaint of a non-tenure teacher arises by reason of his not being re-employed. However, the non-tenure teacher shall be given the reason or reasons for his not being rehired. Such non-tenure teacher may request and be granted a conference with the Superintendent in the event such teacher is not being rehired.

A grievance to be considered under this procedure must be initiated in writing within forty-five (45) days of its occurrence.

B. Procedure:

1. Level One:

The teacher(s) with a grievance shall first discuss it with his Building Principal, either alone, or with the Association representative, at his option, with the objective of resolving the matter informally.

Grievance Procedure

2. Level Two:

If, within seven (7) school days thereafter, a problem remains unresolved, the grievant shall set forth his grievance in writing to the Principal stating:

- (a) The date of the occurrence that caused the grievance
- (b) The nature of the grievance and specific request for relief
- (c) The nature of the loss, injury or inconvenience

The Principal shall communicate his decision to the grievant in writing, with copies to the Association, within five (5) school days of receipt of the written complaint.

3. Level Three:

The grievant may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. It should also contain copies of all material relating to the previous actions taken on it. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the grievant with a copy to the Association.

4. Level Four:

If the grievance is not resolved to the grievant's satisfaction by the Superintendent, he may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, and render a decision in writing to the grievant, with copies to the Association, within fifteen (15) school days.

5. Level Five:

- (a) A grievance can be processed to Level Five only if it pertains to the meaning, application, or interpretation of this Agreement and/or as it is covered by the powers of the Arbitrator set forth in Section 5(c) of this Article. However, the arbitration procedure shall not apply to a complaint of a tenure teacher occasioned by reason of his not being re-employed.
- (b) If the grievant is not satisfied with the disposition of his grievance at Level Four, the following procedure shall be used to secure the services of an arbitrator:
 - (1) A joint request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question not later than ten (10) school days after the decision by the Board.

- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names not later than ten (10) days from the receipt of the first list.
 - (3) If the parties are unable to determine a mutually satisfactory arbitrator from the second list submitted, the American Arbitration Association may be requested by either party to designate an arbitrator.
- (c) It is understood that the arbitrator is empowered to examine past practice affecting personnel matters relating to working conditions. It is also understood that the arbitrator is empowered to examine administrative decisions relating to such personnel matters for evidence of arbitrary, capricious or discriminatory action. These factors may serve as a basis for decisions. All decisions of the arbitrator shall be final and binding on the parties.

In deciding grievances, the arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.

- (d) The arbitrator shall confer with the representatives of the Board and of the Association and shall proceed with a hearing and submit a written report in the shortest possible time setting forth his findings of fact, reasoning and conclusions on the issues submitted.
 - (e) The costs for the services of the arbitrator, including per diem expenses 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.
 - (f) If time is lost by the grievant due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute and the time lost by the teacher must either be without pay or charged to personal time if the grievance is denied. If the grievance is sustained, the grievant shall not suffer loss in pay. If the arbitrator subpoenas a teacher to attend the arbitration proceedings as a witness, this teacher shall not suffer loss of pay.
6. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the same time limit prescribed for a decision, shall be deemed to be acceptance of the decision rendered at that step.

7. In all matters relating to the handling of grievances, teachers shall be assured freedom from reprisal, restraint, interference, coercion, and discrimination during and after the presentation of the matter. During the time that the grievance is being reviewed by the appropriate parties, it is understood that the teacher(s), including the grievant, will continue to follow the established administrative rules and regulations, and Board policies regarding the subject matter of the grievance, until such grievance is properly resolved.
8. 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, providing the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.
9. The time limits herein stated may be extended by mutual agreement. 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, the time limits set forth herein may be reduced by mutual agreement, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

10. Any teacher may be represented at all stages of the grievance procedure by himself, or by the Association's Representative. When a teacher is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure and may state its view.
11. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, located in the Board of Education Office and shall not be kept in the personal file of any of the participants. Such a file shall only be accessible to the Superintendent, the grievant, and the grievance committee chairman of the Association.
12. In the case of a grievance affecting a group or class of employees, the person or persons involved may submit such grievance to their Building Principal and follow the procedures starting with Level One. The Association may process such a class or group grievance through all levels of the grievance procedure.
13. All meetings and hearings under this procedure shall not be conducted in public. However, in those instances where a Level Four review by the Board constitutes a meeting pursuant to N.J.S.A. 10:4-8, a grievance will not be presented in private where the aggrieved individual(s) have requested a public meeting.

A. Teachers

1. The rights of teachers shall include those as set forth in Chapter 123 Public Laws 1974 and Title 18A of the New Jersey Statutes, Annotated, 1968, and the New Jersey Constitution.
2. Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof, excluding a meeting with the Superintendent, concerning any matter which could adversely affect the continuation of that teaching staff member 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 person of his own choosing present to advise and represent him during such meeting or interview.
3. A non-tenure teacher whose contract is being renewed (except one who was a mid-year employment) shall be notified of his contract and salary status for the ensuing year no later than April 30, said contract to be returned (signed) within ten (10) days after receipt. Each non-tenure teacher will be given a copy of his signed contract. Tenure teachers shall be given written notification of their salary status at the same time.

4. The Superintendent shall give notice of assignments to new teachers as soon as practicable. In the event that changes in such assignments are made, any teacher affected shall be notified promptly, and upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or his representative, and the teacher affected. Final decision shall rest with the Superintendent.

B. Association

1. The Board agrees to furnish to the teachers, in response to reasonable requests, all available public information concerning the district, so that the teachers can develop intelligent, accurate, informed, and constructive programs on behalf of themselves and their students.
2. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
3. Representatives of the Association may be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Prior requests shall be made to the Building Principal.

4. The Association shall have the privilege, as approved by the Building Principal, to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use, and any damage incurred during such use.
5. The Association shall have, in each school building, the use of a bulletin board. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all such notices to be posted shall be given to the Building Principal.
6. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.
7. All orientation programs for new teachers may be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. The Association shall not be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of the Board of Education.

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitutions of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution of laws of New Jersey and of the United States.
- C. Nothing contained herein except as noted in Section B above shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18:A School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations, as they pertain to education.

- A. Teachers shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their arrival and departure by placing a check mark in the appropriate column of the faculty "sign-in" roster.

- B. Teachers shall report for work not later than fifteen (15) minutes prior to the student starting time. Teachers shall remain two (2) days each week for not less than thirty (30) minutes after the student dismissal time as established in each building. The schedule for such days will be established by the teacher and submitted for review and approval to the principal who shall reserve the right to make such changes as he deems necessary. With the exception of days upon which faculty or other appropriate meetings are scheduled, teachers may leave the school at any time after the student dismissal time.

- C. Dismissal times shall in no way relieve a teacher from being available after (or before) school for the purposes of providing additional help to students upon reasonable request.

- D. Each teacher when working in a departmental structure in the Middle School and the High School is to have a minimum of one (1) uninterrupted preparation period each day, whenever practicable. Under the modular system of scheduling, the aforementioned teacher will have the approximate equivalent time of a preparation period each day, whenever practicable. Such time may consist of either consecutive or non-consecutive modules depending on scheduling requirements.

- E. Teachers in the Elementary Schools shall not be required to remain in their classrooms when the elementary nurse, or elementary art or music specialist is teaching their particular classes.
- F. Directors and head of departments shall not be assigned more than four student instruction periods per day, whenever practicable.
- G. Teachers may leave their buildings during their scheduled duty-free lunch periods provided they inform their Principal, or the Principal's designee, of their departure and return.
- H. In principle, the practice of requiring attendance at more than one (1) faculty meeting per week, shall be avoided. Such meeting shall not be of unreasonable duration. The notice of an agenda for any meetings shall be given to the teachers involved three (3) school days prior to the meeting, except in cases of emergency. Teachers shall have the opportunity to suggest items for the agenda.
- I. Teacher participation in field trips which extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary.

- A. No student's grade shall be changed without prior discussion with, and advice of, the teacher.
- B. In case of a change of grade contrary to the advice of the teacher and without his approval or consent, the teacher shall have the privilege of placing any written comments in his personal file.

- A. Non-tenure teachers shall be evaluated a minimum of three (3) times per school year, but not less than once each semester.
- B. Tenure teachers shall be evaluated a minimum of one (1) time per school year.
- C. A copy of the annual written evaluation shall be made available to the teacher, in the school office, and any comments on same by the teacher shall be attached to the evaluation when it becomes part of the personnel file.

paying a salary differential and/or positions on the administrator-supervisory levels of responsibilities including but not limited to positions as principal, vice-principal, assistant principal, administrative assistant, and assistant to the Superintendent. All such promotional positions shall be publicized by the Superintendent.

- B. The Superintendent shall make every effort to notify all affected teachers of any vacancy which may arise during the time school is not in session. Such notice shall be sent as far in advance as practicable.
- C. All qualified and properly certified teachers in the system who make application shall be granted an interview by the Board or the Board's designee.

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A and A-1 which are attached and made part hereof.
- B. All new teachers will be employed at a base pay not to exceed the base salary adopted by the Board of Education in the approved budget for the school calendar year, plus full credit, as full steps of the salary guide, for each year of recognized teaching experience or equivalent as evaluated by the Superintendent of Schools.
- C. Teachers shall receive credit on the salary guide for military service in accordance with the provisions of applicable law.
- D. All personnel employed on or before January 31st of any year shall be entitled to a full increment. All personnel employed February 1st or after shall not be entitled to an increment.
- E. Personnel employed on a half-time basis shall be entitled to one-half (1/2) the proper yearly salary. Each year of satisfactory employment shall entitle the employee to progress on the salary guide at the half (1/2) yearly rate.
- F. All advancement on the salary guide shall be made at full steps so that all full-time personnel will be on a specific step on the guide and not between steps.
- G. Professional lateral movement across the guides will be permitted twice a year, at the beginning of September and the beginning of February.

- H. That upon recommendation by supervisory personnel and with the approval of the Superintendent and the Board, a teacher may receive an additional step on the guide.
- I. It shall be clearly understood by both parties that the salary guide included in this Agreement does not guarantee automatic salary increases. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment increment or adjustment increment. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:
1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
 2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
 3. The Board will not take necessary formal action until a date subsequent to the above meeting.
 4. If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of such action, together with the reasons therefor, to the employee concerned.
- Any individual may appeal from such action to the Commissioner of Education pursuant to the provisions of 18A:29-14.
- J. When a pay day falls on or during a holiday, vacation or weekend, teachers shall receive their pay checks on the

- K. Teachers shall receive their final pay checks on the last working day in June, provided checkout has been completed.
- L. The schedule of pay dates for the school year shall be distributed to the teachers during the first full work week in September.
- M. Graduate credits and in-service credits taken and earned prior to reception of the Masters Degree, and not applicable to the Masters Degree, shall be applied to the achievement of the M.A. + 30 as evaluated by the Superintendent. Credits toward interim steps shall be evaluated by the Superintendent.
- N. The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which the Administration requests.
- O. The salary and/or stipend of all Directors, Guidance Counselors, Department Heads, Co-ordinators, Reading Teachers and Special Teachers, covered by this Agreement are set forth in Schedule B which is attached hereto and made part hereof.
- P. Stipends paid to all personnel listed in Schedule B shall be included as part of the individual's regular monthly pay. Since these stipends represent monies paid to employees for duties performed during the regular school day, these monies will be included for pension purposes.

- Q. Teacher participation in extra-curricular activities, as set forth in Schedules C, C-1 and D shall be voluntary, and shall be compensated according to the rate of pay as set forth in such schedules. None of the positions listed in Schedules C, C-1 or D shall be filled without scheduled compensation. Openings in all positions as set forth in Schedules C, C-1 and D shall be posted prior to filling the positions.
- R. In those cases in which regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their unassigned time. In the absence of volunteers, a teacher may be assigned to serve as a substitute provided that such assignment does not deprive him of all unassigned time for that day. Volunteer and assigned teachers used in place of substitutes will receive five (\$5.00) dollars per period of classroom teaching duty. At the High School, a proportional amount will be paid per mod of teaching duty. Such coverage shall be arranged by the Principal of the school in question (or his designee) and shall be distributed as equitably as possible among the teachers in said school.

The Association shall select representatives to meet with the Superintendent and Administrators at least three (3) mutually agreed upon times during the school year to review and discuss the administration of this Agreement, and current school problems and practices.

The Board shall provide health care insurance protection designated below, paying the full premium for each teacher's individual coverage or full family coverage, if applicable.

- A. 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:
 1. Hospital room and board and miscellaneous costs
 2. Out-patient benefits
 3. Laboratory fees, diagnostic expenses, and therapy treatments
 4. Maternity costs
 5. Surgical costs
 6. Major Medical coverage
- B. 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, provided the carrier's contract provisions are met.
- C. When necessary, payment of the premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- D. The Board shall provide to each teacher a description of the health care insurance coverage, as provided by the carrier, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed.

E. Dental Plan

During the 1981-82 and 1982-83 school years, the Board will pay up to a maximum of Thirty-eight Thousand Five Hundred (\$38,500.00) Dollars for all employees covered under this Agreement, but not to exceed Two Hundred Fifty (\$250.00) Dollars per school year per teacher, for an individual and/or family dental insurance plan coverage.

F. Prescription Plan

During the 1982-83 school year, commencing on January 1, 1983, the Board will pay up to a maximum total of Fifteen Thousand (\$15,000.00) Dollars for one-half (1/2) year coverage through June 30, 1983, for all employees covered under this Agreement, not to exceed One Hundred (\$100.00) Dollars per teacher for the one-half (1/2) year coverage through June 30, 1983. The school year rate for the foregoing prescription plan coverage is up to a maximum total of Thirty Thousand (30,000.00) Dollars for all employees covered under this Agreement, but not to exceed Two Hundred (\$200.00) Dollars per teacher.

G. To be eligible for health insurance coverage under the provisions of this Article, an employee must be regularly employed no less than twenty (20) hours per week.

ARTICLE XIII -- SICK LEAVE

- A. All teachers employed by the Board shall be entitled to ten (10) sick leave days each school year as of the first official day of classes, 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. A statement of such accumulation shall be furnished to each teacher at the beginning of each school year.

- B. Employees covered under this Agreement hired on or after July 1, 1981, will be entitled to sick leave each school year on a prorata basis to be earned for time worked.

A. As of the beginning of the school year, teachers shall be entitled to the following temporary leave of absence as follows:

1. Death in the immediate family

Leave without loss of pay following death in the immediate family (wife, husband, son, daughter, mother, father, mother-in-law, father-in-law, sister, brother, grandparents) shall be fixed from the date of death until one (1) day beyond the date of burial inclusive. If it is found necessary to exceed the time allotted above, the Superintendent may grant additional time, not to exceed two (2) days without loss of pay.

2. Death of other relatives

In case of the death of any relative not listed in Part I above, the staff member shall be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral.

3. Legal Process

Time necessary for appearances in any legal proceeding connected with the teacher's employment or in any other legal proceeding that the teacher is required by law to attend, shall be granted without loss of pay.

4. Other Leaves

Non-accumulative personal leave up to two (2) days total per school year without loss of pay as follows:

- (a) Leave for illness in the immediate family shall be granted by the Superintendent.
- (b) Requests for personal leave for other personal business (within the aforementioned two (2) day limitation) may be granted subject to the approval of the Superintendent, which approval shall not be unreasonably withheld.
- (c) All requests for said leave shall be made at least five (5) school days prior to the requested leave.
- (d) The Superintendent, at his option, may require more detailed and specific designation of the reasons for the requested leave.
- (e) Employees covered under this Agreement hired on or before July 1, 1981, will be entitled to personal leave under the provisions of this section on a prorata basis to be earned for time worked.

5. Up to twenty-one (21) calendar days necessary for persons called into involuntary temporary active duty of any unit of the U.S. Reserves or the State National Guard, shall be granted without loss of pay, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he received from the federal or state government.

6. Time may be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature and where such attendance shall be pertinent to areas of study; time may be granted without loss of pay for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations. The time mentioned in this paragraph (6) shall be deemed professional time and shall be at the recommendation of the Principal. The final decision shall rest with the Superintendent.
 7. Leaves of absence not covered by any of the preceding paragraphs, but which are sanctioned by the Superintendent, shall be granted with the stipulation that the teacher shall forfeit 1/200 of his base salary.
 8. Any teacher requesting leave under this Article shall fill out the proper forms, which shall be available in the central office of each building. Such forms shall be forwarded to the Superintendent by the Building Principal after he has made a recommendation.
- B. Leaves taken pursuant to Section A shall be allowed with the following stipulations:
1. They shall be in addition to any sick leave to which the teacher is entitled.
 2. Except in emergencies, no leave shall be permitted the day prior to, nor the day following a school holiday weekend, except at the discretion of the Superintendent.

3. Except in cases of emergency, all requests for leave shall be in writing stating the reason for the request. After approval by the Superintendent, the request shall be filed in his office. In emergency cases, the leave form will be completed upon return to work.
4. Leave under Article XIV shall not be cumulative.

- A. At the discretion of the Board, one (1) teacher designated by the Association shall, upon request, be granted a leave of absence without pay for one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, Vista, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full time participant in any of such programs, or accepts a Fulbright Scholarship.
- C. Military leave without pay shall be granted to any teacher who is inducted in any branch of the armed forces of the United States for the period of said induction.

D. Maternity Leave of Absence

All pregnant teachers may apply for a leave of absence without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for a reasonable period of time to a specific date following birth.

1. Maternity leave shall be granted subject to the following conditions:
 - a. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
 - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - c. Exact dates of the leave will be arranged, if possible, before the beginning of the semester.

- d. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.
2. A teacher's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. However, the leave of absence granted a non-tenured teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
3. Except as provided above, no teacher shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, on or before March 1 of the school year in which the teacher desires to return from said maternity leave, the teacher shall indicate to the Board, in writing, that she intends to return to teaching in New Milford the following September. Failure to so notify the Board will be deemed to be a waiver by the teacher of her right to return from maternity leave that year.
4. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following:
 - a. The Board has found that her teaching performance has noticeably declined.

- b. The pregnant teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the teacher, whose opinion on medical capacity shall be final and binding
 - c. Any other just cause
 5. The time spent on maternity leave shall not count for placement on the salary guide or for seniority.
 6. All provisions of paragraph D shall also apply to maternity leave of absence for adoption except that leave shall become effective on the date of receipt of the adopted child.
 7. If an employee desires, she may use her accumulated sick leave for the period of her disability related to her pregnancy and childbirth and receive full pay and benefits for said period or until she has exhausted her sick leave. The period of disability for the purpose of this Section shall be defined as the period commencing thirty (30) calendar days before the anticipated delivery date and ending thirty (30) calendar days after the actual delivery or such other period of actual disability as shall be certified to the Board by the employee's physician.
- E. At the discretion of the Superintendent, leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick husband, wife, child, or parent of the teacher being cared for in said teacher's home.

- F. Other leaves of absence without pay may be granted at the discretion of the Board for a sufficiently good reason not covered heretofore.
- G. Upon return from leave granted pursuant to Section A, B or C of this Article, a teacher should be considered as if he had been actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved had he not been absent. The time spent on said leaves shall not count toward fulfillment of the time requirements for acquiring tenure.
- H. A teacher shall not receive increment credit for the time spent on a leave granted pursuant to Sections D, E, or F of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
- I. All benefits to which a teacher was entitled at the time his leave commenced, including unused accumulated sick leave, shall be restored to him upon his return.
- J. In accordance with the Rules and Regulations of the State Health Benefits Plan at the prerogative of the teacher on leave, insurance will be paid for by the teacher in order that such coverage be maintained.
- K. No leave of absence or any combination of leaves taken consecutively shall extend beyond two (2) consecutive school years except for the following two situations:
 - 1. Leaves provided by Section C of this article, and;

2. Where a teacher who had already completed two (2) consecutive school years of leave for reasons set forth in Sections A, B, C, E, or F of this article or combination thereof, requests a third consecutive year of leave for maternity pursuant to Section D; in said situation one and only one additional year for said maternity leave will be granted by the Board under this agreement.

A. Qualifications

1. The teacher must have been:
 - a. Actively employed in the teaching profession as a fully certified teacher at least fifteen (15) years prior to the effective date of retirement.
 - b. Actively employed as a full-time, fully certified teacher in the New Milford Public School system at least ten (10) of the fifteen (15) years immediately prior to the effective date of retirement.
2. The teacher must notify the Superintendent of Schools, in writing, of his/her intention to retire. This notification must be received by the Superintendent at least ten (10) months prior to the effective date of retirement.

B. Calculation of Benefit

The benefit shall apply to teachers upon their retirement from the New Milford Board of Education in accordance with law.

1. The Sick Leave Accumulation Incentive Plan consists of a calculated sum of money (sick leave benefit) the amount of which is based on the number of accumulated sick leave days remaining at the effective date of retirement.

2. The amount of the sick leave benefit shall be determined by the sick leave time balance, at the effective date of retirement, accumulated since the beginning date of employment, but not earlier than September 1, 1954, times \$30.00 for the first 100 days of accumulated sick leave. The accumulated sick leave days in excess of the first 100 days shall be multiplied by \$40.00 per sick leave day. The total sick leave benefit shall not exceed \$6,000.00.

C. Payment of Benefit

The Sick Leave Accumulation Incentive Plan compensation shall be payable in a lump sum in the month following the retirement, or in ten (10) equal monthly payments in the school year starting September 1st, following retirement, at the option of the teacher and subject to any applicable Federal or State Law or regulations.

- A. A fund not to exceed five thousand (\$5,000.00) dollars per school year will be established by the Board which may be utilized in whole or in part for the purpose of providing individual teaching staff members with the opportunity to participate in approved educational programs.
- B. Approval for participation and reimbursement in said educational program shall be in the sole discretion of the Superintendent of Schools.
- C. Teaching staff members expressing interest in a particular educational program, shall apply to the Superintendent of Schools in writing no later than April 15th of any year for programs to be developed and implemented in that school year.

A. Representation Fee

The Board agrees to deduct the fair share fee from the earnings of those employees in the bargaining unit as defined in Article I, who elect not to become a member of the Association and transmit the fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Board of Education.

B. Computation of Fair Share Fee

1. The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular unified membership dues, initiation fees and assessments of the majority representatives, less the cost of benefits and services financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed 85% the regular unified membership dues, fees and assessments.
2. The majority representative shall provide thirty (30) days advance written notice to the Board the information necessary to compute the fair share fee for services enumerated above.
3. Any challenge to the fair share fee assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Board and the majority bargaining representative in accordance with law.

C. Part-Time Employees

1. For the purposes of this Article, part-time employees are defined as those individuals who work less than one half the schedule of full-time employees.
2. Part-time employees will pay a prorata fair share fee as may be provided in the Constitution By-laws or rules and regulations of the bargaining unit representative and/or its affiliated organizations.

D. Challenging Assessment Procedure

The majority representative agrees to establish a procedure by which non-member employees in the bargaining unit as defined in Article I can, in accordance with law, challenge any assessments.

E. Deduction of Fee

1. No fees shall be deducted for any employee sooner than:
 - a. The thirtieth (30th) day following the notice of the amount of the fair share fee or the thirtieth (30th) day following the beginning of employment, whichever is later, for new employees appointed to positions in the negotiations unit.
 - b. In no event will any employee in the employ of the Board at the time the agency shop agreement becomes effective be required to begin payment of the fair share fee before the thirtieth (30th) day following the date the said agreement becomes effective.

F. Payment of Fee

The Board shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative monthly (except July and August) during the term of this Agreement.

G. Indemnification

The Association agrees to indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the Board in complying with the provisions of this Article, provided that:

1. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Section.
2. If the Association so requests, in writing, the Board will transfer to it full responsibility for the defense of such claim, demand, suit or other form of liability.

- A. Any individual contract between the Board and the individual teacher, heretofore or hereafter executed, shall be consistent with the terms and conditions of this Agreement. This Agreement, during its duration, shall be controlling.

- B. Copies of this Agreement shall be prepared and reproduced. The expense shall be shared equally by the Board and the Association and presented to all teachers now employed or hereafter employed, and made available to prospective candidates for employment by the Board.

- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so in writing at the following addresses:
 - 1. If by the Association, to the Board in care of the Secretary of the Board
 - 2. If by the Board, to the President of the Association at the building to which he is regularly assigned for his teaching duties

- D. Teachers who may be required to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of twenty (20¢) cents per mile.

- E. Unless otherwise provided for in this Agreement, nothing contained herein shall be interpreted or applied to eliminate, reduce, or otherwise detract from any teacher benefit existing prior to the effective date of this

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

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations for the current Agreement. During the term of this Agreement, or any extensions thereof, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by Chapter 123, Public Laws 1974.

A. Duration Period

This Agreement shall be effective as of July 1, 1981, shall remain in full force and effect through June 30, 1983.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their corporate seals to be placed hereon.

C. Attested to this 28th day of June, 1982.

NEW MILFORD EDUCATION ASSOCIATION

By: Barbara A. Robinson
President

By: Howard C. McKinley
Secretary

NEW MILFORD BOARD OF EDUCATION

By: [Signature]
President

By: [Signature]
Secretary

TEACHERS SALARY GUIDE

1981 - 1982

<u>Step</u>	<u>B.A.</u>	<u>B.A. + 16</u>	<u>M.A.</u>	<u>M.A. + 16</u>	<u>M.A. + 30</u>	<u>Dr.</u>
1	12,900.	13,300.	13,700.	14,100.	14,500.	14,900.
2	13,504.	13,940.	14,376.	14,812.	15,248.	15,727.
3	14,073.	14,539.	15,006.	15,472.	15,939.	16,590.
4	14,578.	15,070.	15,563.	16,056.	16,548.	17,453.
5	15,115.	15,647.	16,179.	16,711.	17,243.	18,316.
6	15,591.	16,166.	16,668.	17,243.	17,818.	19,179.
7	16,022.	16,596.	17,099.	17,674.	18,248.	20,042.
8	16,596.	17,172.	17,674.	18,248.	18,823.	20,905.
9	17,172.	17,745.	18,248.	18,823.	19,399.	21,768.
10	17,745.	18,321.	18,823.	19,399.	19,972.	22,631.
11	18,463.	19,039.	19,541.	20,117.	20,690.	23,494.
12	19,183.	19,757.	20,260.	20,834.	21,410.	24,357.
13	19,901.	20,474.	20,979.	21,552.	22,128.	25,220.
14	20,763.	21,337.	21,839.	22,4415.	22,990.	26,083.
15	21,626.	22,199.	22,701.	23,277.	23,851.	26,946.
16	22,487.	23,061.	23,564.	24,139.	24,713.	27,809.
17	23,349.	23,923.	24,426.	25,001.	25,576.	28,672.
18	24,329.	24,895.	25,432.	26,006.	26,582.	29,535.
19	24,329.	24,895.	26,305.	26,871.	28,423.	30,398.
Super Max			27,293.			

TEACHERS SALARY GUIDE

1982 - 1983

<u>Step</u>	<u>B.A.</u>	<u>B.A. + 16</u>	<u>M.A.</u>	<u>M.A. + 16</u>	<u>M.A. + 30</u>	<u>Dr.</u>
1	13,400.	13,800.	14,100.	14,600.	15,000.	15,500.
2	14,190.	14,630.	15,070.	15,510.	15,950.	16,390.
3	14,854.	15,334.	15,814.	16,293.	16,773.	17,300.
4	15,480.	15,993.	16,507.	17,019.	17,533.	18,249.
5	16,036.	16,577.	17,119.	17,662.	18,203.	19,198.
6	16,627.	17,212.	17,797.	18,382.	18,967.	20,148.
7	17,150.	17,783.	18,335.	18,967.	19,600.	21,097.
8	17,624.	18,256.	18,809.	19,441.	20,073.	22,046.
9	18,256.	18,889.	19,441.	20,073.	20,705.	22,996.
10	18,889.	19,520.	20,073.	20,705.	21,339.	23,945.
11	19,520.	20,153.	20,705.	21,339.	21,969.	24,894.
12	20,309.	20,943.	21,495.	22,129.	22,759.	25,843.
13	21,101.	21,733.	22,286.	22,917.	23,551.	26,793.
14	21,891.	22,521.	23,077.	23,707.	24,341.	27,742.
15	22,839.	23,471.	24,023.	24,657.	25,289.	28,691.
16	23,789.	24,419.	24,971.	25,605.	26,236.	29,641.
17	24,736.	25,367.	25,920.	26,553.	27,184.	30,590.
18	25,684.	26,315.	26,869.	27,501.	28,134.	31,539.
19	26,762.	27,385.	27,975.	28,607.	29,240.	32,489.

All teachers who were at the 19th Step or above on the 1981-82 salary guide shall receive a 10% increase above the guide salary received in 1981-82.

1. The Athletic Director shall receive a stipend of
 \$2,385.00 in 1981-82, and
 \$2,624.00 in 1982-83, in addition to his regular
 teaching salary for each of the years.
2. The Music Director shall receive a stipend of
 \$3,128.00 in 1981-82, and
 \$3,441.00 in 1982-83, in addition to his regular
 teaching salary for each of the years.
3. A Guidance Counsellor shall receive, for the twelve (12)
 month period, his place on the salary guide plus 400 times
 a ratio of 1.1. This provision does not apply to any
 individual hired after July 1, 1976.
4. The Department Chairmen, District Curriculum Coordinators,
 and the Guidance Chairmen shall receive
 \$1,803.00 in 1981-82, and
 \$1,983.00 in 1982-83, in addition to their reg-
 ular teaching salary for each of the years.
5. The Department Chairmen at the High School shall receive
 one of the following stipends in addition to their regular
 teaching salary:

	<u>1981-82</u>	<u>1982-83</u>
(a) A Department with up to nine (9) teachers	\$1,259.	\$1,385.
(b) A Department with ten (10) or more teachers	1,625.	1,788.
(c) Department Chairmen of two or more curriculum areas	1,803.	1,983.

6. Reading Teachers shall receive \$600.00 in addition to their
 regular teaching salary. This provision does not apply to
 any individual hired after July 1, 1976.
7. Special Education Teachers shall receive \$300.00 in addition
 to their regular teaching salary. This provision does not
 apply to any individual hired after July 1, 1976.
8. All of the above listed provisions are based on a full year's
 contract (ten or twelve months). If a teacher is on less
 than a full year's contract, he will receive a proportional
 amount based on the teaching contract.

COACHES SALARY GUIDE

	SCHEDULE C				SCHEDULE C-1			
	1981 - 1982				1982 - 1983			
	1	2	3	4	1	2	3	
AD COACHES								
Football	1,679.	1,843.	2,014.	2,178.	1,847.	2,027.	2,215.	2,
Baseball	1,343.	1,507.	1,679.	1,843.	1,477.	1,658.	1,847.	2,
Basketball	1,343.	1,507.	1,679.	1,843.	1,477.	1,658.	1,847.	2,
Soccer	1,343.	1,507.	1,679.	1,843.	1,477.	1,658.	1,847.	2,
Softball	1,343.	1,507.	1,679.	1,843.	1,477.	1,658.	1,847.	2,
Track (Outdoor)	1,343.	1,507.	1,679.	1,843.	1,477.	1,658.	1,847.	2,
olleyball	1,343.	1,507.	1,679.	1,843.	1,477.	1,658.	1,847.	2,
restling	1,343.	1,507.	1,679.	1,843.	1,477.	1,658.	1,847.	2,
Tennis	671.	836.	1,007.	1,260.	738.	920.	1,108.	1,
heerleading	601.	738.	824.	1,030.	661.	812.	906.	1,
owling	590.	753.	925.	1,005.	649.	828.	1,018.	1,
Track (Indoor)	590.	753.	925.	1,005.	649.	828.	1,018.	1,

INSTANT COACHES

ootball	956.	1,232.	1,342.	1,456.	1,052.	1,355.	1,476.	1,
aseball	767.	1,007.	1,119.	1,232.	844.	1,108.	1,231.	1,
asketball	767.	1,007.	1,119.	1,232.	844.	1,108.	1,231.	1,
occer	767.	1,007.	1,119.	1,232.	844.	1,108.	1,231.	1,
Track	767.	1,007.	1,119.	1,232.	844.	1,108.	1,231.	1,
restling	767.	1,007.	1,119.	1,232.	844.	1,108.	1,231.	1,
oftball	767.	1,007.	1,119.	1,232.	844.	1,108.	1,231.	1,
ighth Grade	567.	807.	919.	1,032.	624.	888.	1,011.	1,

<u>Position</u>	<u>1981-82</u>	<u>1982-83</u>
1. <u>High School Positions</u>		
Activities Coordinator	\$1,145.	\$1,260.
AVA Coordinator	634.	697.
Music or Dramatics Director	484.	532.
Music or Dramatics Producer	484.	532.
Stage Manager	352.	387.
Band Master	1,119.	1,231.
Newspaper Advisor	417.	459.
Literary Magazine Advisor	177.	195.
Yearbook Advisor	872.	959.
Yearbook Business Advisor	327.	360.
Student Government Advisor	634.	697.
Ass't. Student Government Advisor	314.	345.
School Funds Treasurer	662.	728.
Athletic Funds Treasurer	836.	920.
Bowling Advisor	221.	243.
Intramurals Advisor (3)	410.	451.
Junior Honor Society Advisor	221.	243.
Senior Honor Society Advisor	221.	243.
Math League Advisor	177.	195.
Football Statistics	267.	294.
Class Advisor - Grades 8, 9, 10	395.	435.
Class Advisor - Grade 11	569.	626.
Class Advisor - Grade 12	634.	697.

<u>Position</u>	<u>1981-82</u>	<u>1982-83</u>
<u>2. Middle School Positions</u>		
Student Council	\$ 484.	\$ 532.
AVA Coordinator	449.	494.
Intramurals	400.	440.
Bowling Advisor	221.	243.
Play or Musical Director	352.	387.
Stage Craft Advisor	177.	195.
Newspaper Advisor	177.	195.
Literary Magazine/Yearbook Advisor	177.	195.
Music Advisor (2)	528.	581.
<u>3. Elementary School Positions</u>		
AVA Coordinator (2)	141.	155.
Safety Patrol (2)	90.	99.

