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THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

between

THE BOARD OF EDUCATION

OF THE TOWN OF BELLEVILLE, IN THE COUNTY OF ESSEX

and

THE BELLEVILLE EDUCATION ASSOCIATION

for the

Contract Year

1969-1970

December 8, 1969

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P R E A M B L E

THIS AGREEMENT, made this 15th day of December, 1969, by and between THE BOARD OF EDUCATION OF THE TOWN OF BELLEVILLE, IN THE COUNTY OF ESSEX, a body corporate (hereinafter referred to as the "Board"), and THE BELLEVILLE EDUCATION ASSOCIATION, a body corporate (hereinafter referred to as the "Association"), witnesseth:

WHEREAS, the Board and the Association desire and intend to negotiate in good faith the terms and conditions of employment existing between the Board and the representatives of the Association, as required by the Laws of the State of New Jersey, particularly Chapter 303, Public Laws 1968; and

WHEREAS, both parties have agreed to comply with all of the terms, conditions, and covenants contained in this Agreement:

NOW, THEREFORE, in consideration of the full and faithful performance by each of the parties hereto to all of the terms, conditions, and covenants herein contained, it is hereby agreed and understood between the Board and the Association, as follows.

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive and sole representative for collective negotiation for all certified personnel who are or may become members of the Association and who, in non-supervisory capacities, comprise the unit hereunder as follows:

Art Teachers
Classroom Teachers
Guidance Counselors
Librarians
Learning Disability Specialist
Nurses
Music Teachers
Physical Education Teachers
Reading Teachers
Social Workers
Special-Class Teachers
Speech Teachers

but excluding:

Aides
Assistant Superintendent
Business Administrator
Custodians
Principals (all)
Psychologists
Secretaries and Clerks
Vice-Principals (all)
Superintendent
Supervisors (all)
Maintenance
Consultants (all)
Directors (all)

Unless otherwise indicated, the term "teachers," when used in this Agreement, shall refer to all instructional and guidance employees, both male and female, represented by the Association in the negotiating unit as above defined.

ARTICLE II

BOARD RESPONSIBILITIES

The Board of Education reserves the right to the operation of the school system. The Board has the right to terminate employment in the manner provided by law and will hire from any source whatsoever except as indicated in Article VIII.

All the rights, power or authority the Board had prior to the signing of this Agreement are retained by the Board, except those specifically abridged or modified by this Agreement, or any supplementary agreements that may hereafter be made by mutual consent of the parties.

Nothing herein shall be construed as limiting the Board of Education from discharging any of its obligations or responsibilities as prescribed by Title 18:A, nor a delegation of any of its statutory authority under the Laws of the State of New Jersey

ARTICLE III

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 303, Public Laws 1968. Such negotiations shall begin not later than April 1 of the calendar year next preceding the calendar year in which this Agreement expires.

During negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. Copies of the budget shall be made available by the Board when completed.

Neither party in any negotiations shall exercise any control over, nor interfere with, selection of any negotiating representatives of the other party.

All meetings between the parties shall be regularly scheduled at a time mutually convenient. No such meetings shall be held during the working hours of a regular school day. No compensation shall be paid by the Board to the Association or any of its representatives in connection with such negotiations.

Should a mutually acceptable amendment to this Agreement be agreed upon, the same shall be reduced to writing and signed by the legally authorized representatives of the Board and of the Association.

ARTICLE IV

GRIEVANCE PROCEDURE

Should any dispute or difference arise between any school administrator and a teacher or group of teachers as to the interpretation, application, or operation of any provision of this agreement, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows (unless any step thereof is waived by mutual consent):

A grievance will be considered valid only if filed in writing within 20 calendar days of said occurrence. Where a teacher is on leave during the above stated period, the teacher shall have 20 calendar days to file a grievance upon return from such leave.

Level One

A teacher alleging a grievance shall first discuss the same with his principal or vice-principal, either directly or through the Association's designated Representatives, to resolve the same informally.

Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, such person shall reduce the grievance to writing and submit the same to the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within five (5) school days after the decision at Level One or ten (10) school days after the grievance was first presented, whichever shall first occur. Within five (5) school days after receiving such written grievance, the Chairman of the PR&R Committee shall refer the same to the principal or vice-principal who shall then refer the same to the Superintendent.

Level Three

If the grievance has not been resolved at Level Two, or within ten (10) school days after such grievance was delivered to the Superintendent, the aggrieved person may within five (5) school days thereafter request in writing that the Chairman of the PR&R Committee submit his grievance to the Board of Education. If the grievance is not settled at Level Three within 20 school days thereafter, the matter may be referred by either party in the form of a written request to the American Arbitration Association (AAA). AAA shall submit a list of ten names to the parties and if agreement cannot be reached on an arbitrator, a second list shall be obtained. If agreement is not reached on the second list, AAA shall appoint an arbitrator for the parties.

The decision of the arbitrator shall be advisory in nature. Costs of arbitration shall be borne equally by both parties.

Time limits at any level of procedure may be waived by mutual consent.

ARTICLE IV - contd.

Miscellaneous

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representatives, as herein above referred to. All parties to this Agreement do hereby solemnly covenant and agree to observe any grievance procedure as confidential.

If any teacher or any designated representative of the Association is engaged in a grievance procedure at any level during the regular working hours of a mutually-scheduled regular working day, such teacher and representative shall suffer no loss of pay.

ARTICLE V

TEACHER RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every eligible employee of the Board shall have the right to organize, join and support the Association and its affiliates* for the purpose of engaging in collective negotiations.

The terms "eligible employees" or "eligible employee" herein, shall mean those persons covered by this Agreement.

There shall be no discrimination, interference, restraint, or coercion by the Board or of its agents or representatives against any eligible employee because of his membership in the Association or because of any lawful activities by such employee on behalf of the Association; and the Association, its members and its agents shall not discriminate against, interfere with, restrain, or coerce any employees who are not members of the Association; it shall not solicit membership in the Association, or payment of dues during classroom instruction periods.

Eligible employees have the right to expect to be informed about matters which could affect their employment.

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such insignia, however, shall be of reasonable size and shall note only identification of membership.

*Affiliates for this agreement shall be confined to:

Essex County Education Association
New Jersey Education Association
National Education Association

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

Representatives of the Association, the New Jersey Education Association, and the National Education Association may transact official Association business at all reasonable times in school buildings, without interfering with or interrupting normal school operations. The Superintendent shall be given reasonable notice in advance of the time and place of all said meetings. No meeting shall be held without prior approval of the Superintendent, which approval shall not be unreasonably withheld.

The Board shall provide in each faculty lounge or teachers dining room a bulletin board to be used exclusively for official Association business.

The Association shall have the right to use the inter-school mail facilities and school mail boxes.

ARTICLE VII

NON-TEACHING DUTIES

Teachers shall not be required to use their own vehicles to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated at the rate of ten cents per mile for the use of his own automobile.

By the beginning of the contract year, the Board shall arrange for and maintain appropriate insurance to cover all damages, losses, and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties as defined in NJSA 18A: 16-6.

ARTICLE VIII

TEACHER EMPLOYMENT

The Board shall hire only properly certificated teachers.

Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the contract year in accordance with Board salary policy.

All new applicants appointed to positions are placed on the existing salary guide and granted credit on the following basis: full credit for each of the first five years of teaching experience and half credit for each year in excess of the first five years of experience up to a combined maximum total credit allowance for outside teaching experience of ten years.

Full and complete data relative to all applicants under consideration shall be available to members of the Board of Education ... From RULES AND REGULATIONS of the Board of Education of the Town of Belleville, Part Two, Section 5.

Military Credit

Credit will be granted for 50 percent of the time spent in military service, but in no event to exceed two years.

Teachers shall be notified of their employment status for the ensuing year no later than April 15.

ARTICLE IX

PROMOTIONS

The Board of Education will endeavor to give its permanent employees every opportunity and consideration to aspire to administrative positions or higher level positions as may be created, or become vacated, from time to time. Such positions shall be posted in the office of every school building to afford all interested personnel an opportunity to apply through the Board Secretary's office where such applications will be referred to the Superintendent of Schools.

When school is in session, a notice shall be posted simultaneously in each school as far in advance as practicable, ordinarily at least thirty school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice, and the superintendent shall acknowledge promptly in writing the receipt of all such applications.

Notice of eligibility for any vacancy which may occur during the summer months must be filed by June 15 indicating the whereabouts of the teacher during such period.

ARTICLE X

TEACHER EVALUATION

Non-tenure teachers are to receive at least three written performance evaluations each school year by the appropriate administrator and they will sign and receive a copy of the original evaluation.

Tenure teachers are to receive at least two evaluations each school year, signing and receiving a copy thereof.

All evaluations will be discussed by the administrator with the teacher being evaluated and the teacher shall have the right to comment in writing on the evaluation or discussion thereof.

ARTICLE XI

SALARY GUIDE FOR 1969 - 1970

Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. Half of the amount deducted shall be paid to the teacher in the last Wednesday of July and the remainder on the last Wednesday of August. The teacher may also elect to have the full ten percent paid at the end of the academic year.

<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>	<u>1 Year Beyond</u> <u>M.A.</u>
1	\$7,000	\$7,600	\$8,200
2	7,300	7,900	8,500
3	7,600	8,200	8,800
4	7,900	8,500	9,200
5	8,200	8,800	9,600
6	8,500	9,100	10,000
7	8,800	9,400	10,400
8	9,100	9,700	10,800
9	9,400	10,100	11,200
10	9,700	10,500	11,600
11	10,000	10,900	12,000
12	10,400	11,300	12,400
13	10,800	11,700	12,800
14	11,300	12,100	13,200
15		12,500	13,600
16			14,000

ARTICLE XII

INSURANCE PROTECTION

The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher enrolled under said plan, including family-plan insurance coverage if the same is applicable.

The health-care insurance protection provided for in this Article shall be limited to and include only:

Blue Cross, Blue Shield-Rider J
Blue Cross, Blue Shield "Carve-out Medicare
(Employee, or dependent, over age 65)
Major Medical (Over age 65 - not eligible)

The Board shall make payment of insurance premiums for said health-care insurance protection for each teacher in its employ who enrolls for the full twelve-month period commencing September 1 and ending August 31 of the contract year. All coverage shall end immediately upon termination of employment and the obligations of the Board thereunder shall at such time come to an end. However, as to retired employees, the Board may service this coverage, if necessary, until the State Teachers Pension and Annuity Fund assumes the obligation for payment of premium.

New teachers beginning employment on September 1 who elect to enroll are given coverage effective September 1. Persons coming into employment after September 1 are required to wait one month before coverage becomes effective.

The master policy or policies issued for the health-care insurance program shall be retained permanently by the Board. Explanatory material and data which may be received by the Board from the insurance carriers will be delivered to the teachers, if made available, if and when received.

ARTICLE XIII

SICK LEAVE

Sick leave is defined by Revised Statutes 18A:30-1 et seq. as follows:

"Sick leave is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household."

Allowance for Personal Illness

<u>Total Years of Service</u>	<u>Days Allowed for Illness</u>
1 day through 10 years	10 full days
10 years & 1 day thru 15 years	20 full days
15 years & 1 day thru 20 years	25 full days
20 years & 1 day thru 25 years	30 full days
25 years & 1 day thru 30 years	60 full days

After 30 years of service, sick leave in excess of the above shall be at the discretion of the Board.

Certificate for Personal Illness

Employees absent must file a statement certifying the medical cause for such absence. Where the period of absence exceeds five days, a doctor's medical report must be filed.

Absence after Reporting for Duty

Any person who must leave his duties because of personal illness after reporting for duty, will be paid for that day.

Accumulated Sick Leave

Sick leave may be accumulated without limit in accordance with the provisions of State law governing accumulation of sick leave allowance for persons holding any full-time office, position or employment in the school district. Such accumulated sick leave shall under no circumstances place a person under tenure after three years of teaching.

ARTICLE XIV

EXCUSED ABSENCES

Death in Family

In case of death of the father, mother, husband, wife, child, sister, brother, mother-in-law, or father-in-law of any employee, such employee will be excused for a period up to five consecutive days to attend the funeral of such deceased kin.

In case of death of the grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, or brother-in-law of any employee, such employee will be excused for a period up to three consecutive days to attend the funeral of such deceased kin.

One day's absence will be allowed to attend the funeral of an uncle, aunt, nephew, niece, or cousin.

Excused Absences for Personal Reasons

If, for personal reasons, or for religious observance, a day's absence is necessary, a teacher may be excused from his duties upon notice to the administrator concerned, subject to operational needs and considerations. Notice should be submitted at least two days before the requested absence unless an unanticipated emergency occurs which precludes such notice.

"Personal business" as herein defined is an emergency or the performance of a duty that cannot be done on out-of-school time. In all cases where an employee requests an excused absence for urgent personal business, a green slip must be filed with the principal for his approval and ultimate approval by the Superintendent.

Employees will be paid for a period not exceeding three days for excused absences during any school year.

Military Leave

Absence for military reserve training, during the contractual period of employment, not exceeding two weeks, shall be allowed with full pay.

Employees required to report to the Draft Board shall be allowed one day's absence only for such purpose, with full pay.

Absence for Jury Duty

There shall be no salary deductions for an employee of the Board if that employee is absent due to service on a Grand or Petit jury.

ARTICLE XV

LEAVES OF ABSENCE

Maternity Leave of Absence

Maternity leave is required at the end of three months of pregnancy.

Waiver of the mandatory leave of absence at the end of three months' pregnancy may be granted by the Board permitting her to teach to the end of a school term, provided the teacher first submits a statement by her physician that such continued teaching will not be detrimental to her health.

Maternity leave without pay shall be granted to tenure employees for one full year from the date of the pregnancy, but the employee shall not resume her position until the beginning of a school year, unless a vacancy occurs and the Board approves such resumption of employment.

Request for an extension of maternity leave for one full year will be considered by the Board.

Leave of Absence for Advanced Study

The Board feels that, in certain cases, benefits will accrue to the school system if teachers are granted a one year's leave of absence, without pay, for advanced study. A teacher need not have acquired tenure in the Belleville district as a prerequisite. The Board will, therefore, give consideration to such applications after they have been reviewed and recommended by the administrators responsible.

Such period spent in study shall not be considered as teaching experience or allowed as service for tenure.

ARTICLE XVI

TEACHER ASSIGNMENT

All teachers may review their tentative teaching assignment for the next school year with the principals before the end of June.

ARTICLE XVII

TRANSFERS

The school administrators shall determine building transfers and/or changes in grade assignments except that any teacher may request a building transfer and/or a change in grade assignment by submission of such request in writing.

The Principal will acknowledge the receipt of the teacher's request within ten days. If the request is denied, the reasons of denial will be stated to the teacher in writing.

The teacher may then discuss it further with the Superintendent of Schools.

The Superintendent will, after such denial, meet with both parties to strive for a solution to the problem.

ARTICLE XVIII

SCHOOL CALENDAR

A school calendar shall be prepared and presented to the Association by the Superintendent. The committee of the Association will have the opportunity to meet with the Superintendent to discuss the proposed school calendar. The Superintendent shall then make a recommendation to the Board and the Board shall make the final decision.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. Deduction from Salary

Payroll deductions will be made for employee organizational dues, upon written authorization by the employee, in accordance with the Rules and Regulations of the State Department of Education.

B. Printing of Agreement

Copies of this Agreement shall be printed at the expense of the Board within a reasonable time.

ARTICLE XX

TERM OF CONTRACT

This agreement shall become effective on the first day of September, 1969, and shall remain in full force and effect for a period of one (1) year, and shall expire on the 31st day of August, 1970.

IN WITNESS WHEREOF, The Board of Education of the Town of Belleville, in the County of Essex, and The Belleville Education Association have caused these presents to be signed by their proper and duly authorized officers and their representative corporate seals affixed hereto, on the day and year herein above first written.

THE BOARD OF EDUCATION OF THE TOWN OF BELLEVILLE

(signed) Frank N. DiRuggiero
President

ATTEST:

(signed) Mary B. Shader
Secretary

THE BELLEVILLE EDUCATION ASSOCIATION

(signed) William Kennelly
President

ATTEST:

(signed) Mary B. Shader
Secretary

BELLEVILLE EDUCATION ASSOCIATION

OFFICERS

PRESIDENT	William J. Kennelly
VICE-PRESIDENT	Robert Wis
SECRETARY (Recording)	Marge Corbo Lemongello
SECRETARY (Corresponding)	Phyllis Cupparo
TREASURER	Silvio Arminio

BELLEVILLE EDUCATION ASSOCIATION

Negotiating Team

George G. Nucera	Chairman
William J. Kennelly	President
Robert Wis	Vice-President
Michael Salzarulo	
Silvio Arminio	
Anthony DeAquino	

BELLEVILLE BOARD OF EDUCATION

Dr. Frank DiRuggiero, President	Mr. Joseph Casale
Mrs. Norma McCool, Vice-President	Mr. John DiRienzo
Mrs. Helen Rudden	Mr. Rocco Saletta
Mr. Leonard Back	Mrs. Mary B. Shader, Secretary

BELLEVILLE BOARD OF EDUCATION

Negotiating Team

John DiRienzo, Chairman	Max Schwartz, Attorney
Leonard Back	Anthony J. Greco, Supt. of Schools

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