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**CONTRACT AGREEMENT**

**between**

**NORTH BERGEN  
BOARD OF EDUCATION**

**AND**

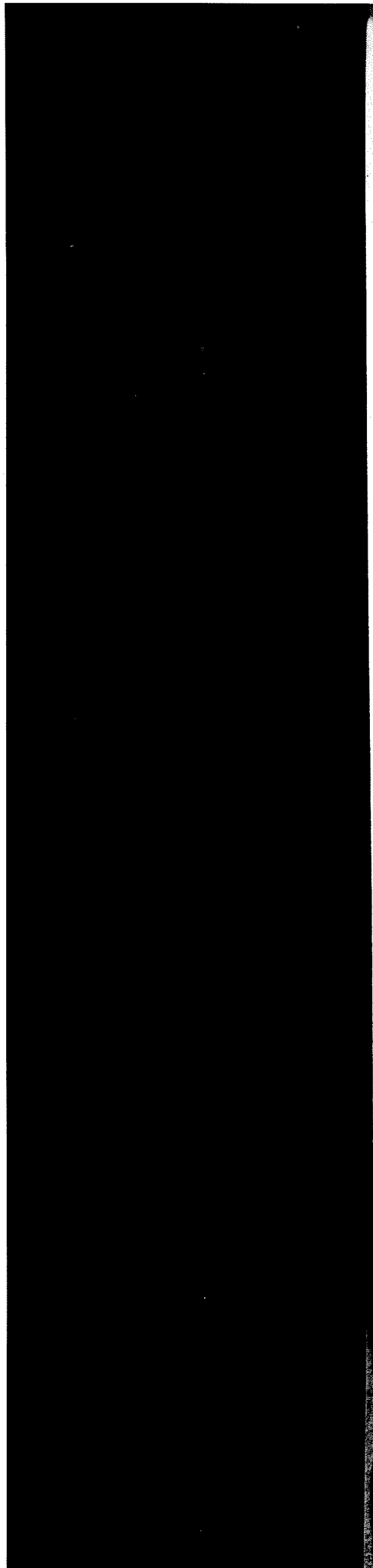
**NORTH BERGEN  
FEDERATION OF TEACHERS**

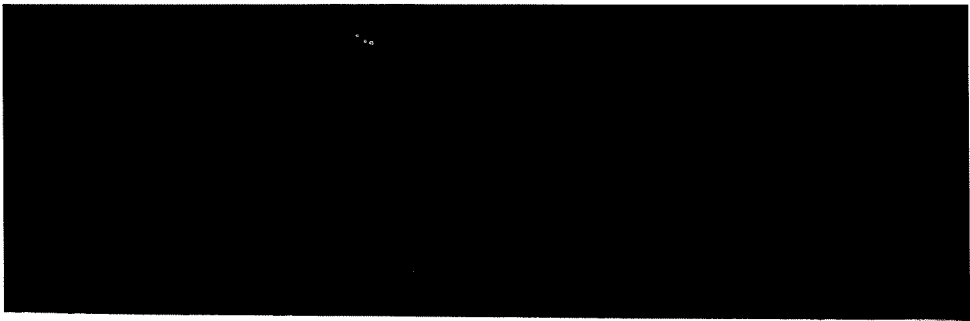
**covering the period**

**SEPTEMBER 1, 1971**

**to**

**SEPTEMBER 1, 1972**





**THIS AGREEMENT** made this  
by and between the North Bergen Board of Educa-  
tion hereinafter known as the Board, and the North  
Bergen Federation of Teachers, Local 1060, Ameri-  
can Federation of Teachers, A.F.L.-C.I.O., hereinafter  
know as the Federation.

**WITNESSETH THAT,**

**WHEREAS,** the Federation has on November 6,  
1968, by an election conducted on that day pursuant  
to Chapter 303 of the Laws of 1968, been chosen as  
the sole and exclusive bargaining agent for the bar-  
gaining unit hereinafter described, and

**WHEREAS,** the Board and the Federation have  
undertaken negotiations in good faith for the pur-  
pose of agreeing on the terms and conditions of  
employment and grievance procedure,

**NOW THEREFORE,** in consideration of the mu-  
tual agreements hereinbelow set forth, the parties  
agree as follows:

## **1. DEFINITIONS**

(a) The term "Board" shall mean the North  
Bergen Board of Education.

(b) The term "Federation" shall mean the North  
Bergen Federation of Teachers, Local 1060, Ameri-  
can Federation of Teachers, A.F.L.-C.I.O.

(c) The term "Unit" shall mean all members of  
the bargaining unit.

## **2. FEDERATION RECOGNITION**

(a) The North Bergen Board of Education recog-  
nizes the North Bergen Federation of Teachers,  
Local 1060, A.F.T. A.F.L.-C.I.O. as the sole and ex-  
clusive bargaining agent for all employees of the  
Board in the bargaining unit.

(b) The bargaining unit shall consist of those  
employees of the Board who are (1) classroom  
teachers, (2) special subject teachers, (3) librar-  
ians, (4) guidance personnel, (5) nurses, (6)  
athletic director, and (7) department chairman.  
The guidance director is excluded from the bargain-  
ing unit.

(c) Per diem substitute teachers are excluded from the bargaining unit.

### **3. FAIR PRACTICES**

(a) The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership, participation or association with the activities of any employee organization.

(b) The Federation agrees to continue to admit in accordance with its constitution all members of the Unit and those eligible to be members of the Unit without discrimination on the basis of race, creed, color, national origin, sex, or marital status and not to discriminate against and to represent equally and without favor or prejudice all members of the Unit and those eligible to be members of the Unit without regard to membership or participation in any teacher organization.

### **4. COMMITTEES**

(a) All committees in the school system shall consist of an odd number of members. The majority of the members shall be selected by the Board, the minority, by the bargaining agent.

(b) An Educational Advisory Committee to the Superintendent consisting of five (5) members shall be appointed by the Federation. Meetings may be called by the Superintendent or at the request of any member of the Educational Advisory Committee.

(c) Teachers shall participate in the selection of textbooks. A textbook will not be recommended for the Board's adoption unless it is approved by a majority of the textbook committee.

### **5. CLASS SIZE**

(a) The Board agrees that in the high school the maximum class load shall be 150 students a day; and that the study hall student ration shall not exceed 40 students to one teacher, with the following exceptions: (1) Physical Education classes; (2) in the case of study halls conducted in the auditorium, the ratio shall not exceed 60 to one; (3) in the case of study halls conducted in the cafeterias, the ratio shall not exceed 45 to one (1).

(b) The Board agrees, where physical facilities and scheduling permit, to maintain a maximum class load of 25 pupils per teacher in Grades K-12.

(c) In classes where there are a fixed number of stations; such as chemistry, art, and shop, the class load shall not exceed the number of stations available.

## 6. TEACHERS AND TEACHING

(a) Every teacher has the right to see, sign and obtain a copy of, all his ratings and reports of observation. He shall have the right to see all materials in his personnel files, by appointment. He shall have the right to add any comments on his evaluation sheet within three (3) days of seeing it. He may add any professional materials to such file upon mutual agreement with the Superintendent.

(b) During the month of June of each school year, all teachers shall receive their tentative teaching schedules for the following school year.

(c) The preparation of daily or weekly lesson plans by a teacher with a satisfactory rating, not under tenure, and those teachers under tenure will be required only to the extent of an outline of the daily activities of the class including topic, instructional aides and supplies used and references in textbooks and/or curriculum guides. If a non-tenure teacher's classroom performance is unsatisfactory, he may be required to prepare more detailed lesson plans.

(d) The grade given by any teacher is the record of the teacher's evaluative judgement of the work of a pupil. The teacher shall be the expert in evaluating the work of his pupils and the integrity of the teacher in grading the pupil will be respected.

(e) The grade entered in a teacher's roll book shall not be changed by any other person. The administration reserves the right to discuss grades with a teacher. However, in the final analysis, the grade is the sole responsibility of the teacher.

(f) The Board agrees that a teacher's classroom performance shall be evaluated only in his areas of major certification.

(g) The Board agrees that no high school, elementary departmental, nor special subject teacher shall have more than three consecutive teaching assignments, exclusive of laboratory periods. In

those elementary schools where scheduling prevents compliance with this agreement, teacher schedules shall be adjusted at midyear to assure optimum compliance. The Board further agrees that no high school teacher shall have more than four consecutive working assignments. If one of the assignments is corridor duty, a maximum of five consecutive assignments is permitted.

(h) The Board agrees, where feasible and where educationally sound, no high school nor elementary departmental teacher shall have more than 2 preparations per term. In the elementary schools the component parts of Language Arts and of Social Studies shall count as one preparation per grade level.

(i) All teachers shall have at least a 30 minute, duty free, lunch period.

(j) The administration of the high school shall assign to all faculty members 25 teaching periods, 5 professional periods 5 assigned periods, and 5 lunch periods per week. In physical education and industrial arts the combined total of teaching and assigned periods shall be 30 periods per week. Departmental and special subject teachers in the elementary schools shall have a minimum of 3 professional periods and, where scheduling permits, a maximum of 5 professional periods per week. Where scheduling permits, teachers of Grades 1 through 6 shall have 3 professional periods per week.

(k) All elementary teachers shall use special class periods as professional periods.

(l) A pool of substitute teachers will be provided for the coverage of classes of absent teachers. Except that this shall not apply in cases of sudden illness of teachers or other emergencies.

(m) The Board agrees to maintain a central telephone answering service which will allow teachers to report their absences before 7:30 A.M.

(n) The Board agrees that parent-teacher conferences in the elementary schools are to be scheduled between 3:00 and 3:15 P.M. In cases of emergency, conferences may be scheduled during the school day with the mutual agreement of the teacher and the principal. In that event, the coverage of classes becomes the responsibility of the administration.

(o) All essential classroom instructional supplies shall be ordered in time to be available on or before the first day of school.

(p) Teachers employed in summer school shall be given written contracts for their summer school employment. A priority list for teachers applying to summer school shall be established and released by May 1.

(q) Summer school shall be six (6) weeks in length and four (4) hours per day.

(r) Courses shall be taught by fully certified teachers in the particular subject, wherever possible.

(s) Teachers shall be apprised of the criteria for placing students in special groups.

(t) It is mutually agreed that in order to improve the educational quality of the North Bergen School System the following personnel will be added to the instructional staff for the 1971-1972 school year: one psychologist, two librarians for the elementary schools, one remedial reading teacher, one art teacher for the elementary schools, one woman's physical education teacher for the high school, one vice principal for the elementary schools, one coordinator for the elementary schools.

## **7. TEACHER FILES**

Official teacher files in the school shall be maintained under the following circumstances:

(a) No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the teacher's file unless the teacher has had the opportunity to read the material. The teacher shall acknowledge that he has read this material by affixing his signature on the actual copy to be filed. It is understood that such signature merely signifies that he has read the material to be filed but does not signify agreement with its content. Any incident which has not been reported to the superintendent and reduced to writing within ten (10) school days of its occurrence may not be added at a later date.

(b) A teacher shall have the right to answer in writing any material filed and his answer shall be attached to the file copy.

(c) Upon proper request of the teacher he shall be permitted to examine and copy all files pertaining to him in the presence of an administrative representative.

(d) Materials shall be removed from the files when a teacher's claim that it is inaccurate or unfair is sustained at any step of the grievance procedure.



## **8. TEACHER ASSIGNMENTS**

(a) In matters of teaching assignments, the department chairman shall consider the preferences of members of the department. The final decision of any teaching assignment is the responsibility of the principal. The teacher may at any time discuss his assignment with the principal.

(b) The Educational Advisory Committee and the Teachers involved in the experimental program of homogenous grouping in elementary Grades 6-7-8 shall evaluate the program and present their recommendations to the Board. If the experimental program is favorably evaluated, it shall be continued.

## **9. TEACHING HOURS**

Elementary teachers will be dismissed at 3:15 P.M. However, they will make themselves available for parental conferences and pupil help when necessary after 3:00 P.M.

## **10. PROMOTION**

(a) Promotion should be made from within the staff if members of the staff are certified and qualified. All teachers are to receive notification of all promotional vacancies and be given 15 school days to file an application before such vacancy is filled. During the summer months vacancies can be verified through the Superintendent's office. Any certified and qualified teacher wishing to apply may do so through the Superintendent's office.

(b) A committee composed of the Superintendent, or his designee, and the president of the bargaining agent, or his designee, shall determine the criteria for qualifications. The Superintendent will interview those candidates who are certified and qualified and will make his recommendations to the Board of Education for appointment. When qualifications are equal, seniority shall be the deciding factor.

(c) If less than 3 members of the staff are certified and qualified, the Superintendent may recommend to the Board of Education the appointment of a certified and qualified person from outside the system.

(d) In all promotions the power of appointment rests solely with the Board of Education.

(e) The above criteria do not apply to the position of Superintendent of Schools.

(f) The Board shall notify all applicants in writing of its selection for promotion within one week of its action with respect thereto.

## **11. OBSERVATION AND RENEWAL OF CONTRACT**

Nothing herein contained shall be deemed to change or modify the existing law with reference to non-tenure teachers.

(a) The Board of Education shall offer a written contract or a notice of non-renewal of contract to all non-tenure unit members on or before April 1 of each year.

(b) All non-tenure unit members whose contract is not renewed shall:

- (1) Have been observed and evaluated, in addition to the evaluation by his immediate superior, by a fully-certified supervisor, at least twice a year, followed by a conference with such superior to identify deficiencies and extend assistance, or an attempt to improve instructional abilities.
- (2) Have been informed by the Principal on or before February 1 that his contract may not be renewed, be given the reasons therefor.
- (3) Be granted a hearing upon request to the Superintendent before the Superintendent and principal on or before April 15, at which time the possibility of receiving a renewal of contract shall be fully explored.

(c) Any written agreements between the Board and an individual unit member shall be subject to the terms and conditions of the collective bargaining agreement.

(d) No new individual employment contracts shall be promulgated during the time that there is no collective bargaining agreement in effect. However, by mutual agreement new teachers may be employed in this interim period.

## **12. RELIEF FROM NON-TEACHING DUTIES**

A total of 18 teacher aides shall be employed by the Board of Education to relieve teachers of non-teaching duties.

The duties of the teacher aids will be assigned by the building principal.

## **13. COVERAGE OF CLASSES**

Teachers who are assigned to cover classes during their preparation period shall be given a day's substitute pay for every five classes covered.

## **14. CONSULTATIONS**

The school principals and Federation representatives shall meet at a mutually agreeable time to consult on matters of school policy relating to the implementation of this agreement. Such meetings shall be held on school time.

## **15. SCHOOL REGISTERS**

Central attendance registers shall be maintained in all schools. All teachers will cooperate in the initial organization of the central registers.

## **16. SCHOOL MEETINGS**

(a) School meetings shall be scheduled on school time.

(b) Any Unit member called to a meeting by an administrator shall have the right to have a federation Representative present, if the position of the Unit member is adversely affected.

## **17. SPEECH AND READING CONFERENCES**

Teachers of speech and reading improvement shall meet with their respective groups in September and June. Such meetings shall be held on school time and arranged through the Superintendent's office.

## **18. TRANSFERS FOR ELEMENTARY AND HIGH SCHOOL TEACHERS**

Transfers to be made effective for September 1971 and thereafter shall be based upon the following principles:

(a) A list of teachers seeking transfer, to be known as the transfer list, shall be established and maintained in each school and in the Superintendent's office. Regularly appointed teachers with at least three (3) years of service on regular appointment in the school or grade level from which the transfer is sought shall be placed on the school's transfer list in order of seniority. For this purpose, seniority shall be determined by the number of years of teaching service in the North Bergen School System. In the case of a newly organized school, seniority shall be determined by the length of teaching service in the North Bergen School System.

(b) The number of teachers to be transferred shall not exceed fifteen percent of the teaching faculty of the North Bergen School System.

(c) List of teacher vacancies existing as of May 15th shall be prepared and made available June 1st to the teachers on the transfer lists by the Superintendent of Schools. The list shall be revised in September.

(d) Teachers on transfer lists shall be asked to indicate up to 3 choices of schools in order of preference. **VACANCIES SHALL BE FILLED FROM SUCH PREFERENCE SHEETS BEFORE ANY APPOINTMENTS ARE MADE FROM EXISTING ELIGIBLE LISTS.**

(e) The Board of Education reserves the right to transfer any teacher in the best interests of the individual or of the system. The transferred teacher shall, upon request, be given the reasons for transfer by the principal or Superintendent. A teacher who has been transferred by the Board of Education, without request for transfer by said teacher, may apply for transfer for the following year. Such teacher shall be placed on the list in order of seniority.

(f) In the case of teachers with equal seniority in the school system, placement on the transfer list shall be determined by the date of the application.

(g) Administration procedures for the implementation of these provisions are to be formulated by the Superintendent in consultation with the Federation.

## **19. PROCEDURES FOR HANDLING SPECIAL BEHAVIOR PROBLEMS**

The Board agrees that the following are the procedures and policies concerning the problem of disruptive children.

(a) The disruptive child or the child who threatens or engages in a physical violence to himself, his fellow students or a teacher, shall be directed by the teacher to report immediately to the principal or other designated supervisor under such escort as is prescribed by the school. The student shall not be returned to the classroom without a meeting between the principal and teacher. A written report of such behavior shall be sent to the principal prior to said consultation.

(b) Pupils who so disrupt the classroom work as to impede effective instruction shall be reported by the teacher to the principal or other designated supervisor. Such report shall be in writing and shall contain substantiating data on the behavior of the child.

(c) Upon receiving a written report of violent or disruptive behavior the principal or his representative shall make an investigation and shall promptly pursue a course of action that will best serve the needs of the school and the child.

(d) If the problem is not solved in this manner the child shall be referred to other facilities within the school system. If no such facilities exist the principal shall refer the case to the Superintendent of Schools.

(f) "The Superintendent shall set up a meeting between the teachers involved and the Child Study Team for review and disposition of the case." If the Superintendent finds that the continued presence of that child in a regular classroom so interferes with instruction as to be detrimental to all the children, including that particular child, he shall direct that the child not be returned to a regular class.

## 20. ABSENCE AND SICK LEAVE

(a) A teacher absent from school because of personal illness shall suffer no deduction in pay for each of the first ten days of absence in any school year. Such sick leave if unused shall be cumulative.

(b) If the absence of a teacher in any one year, because of personal illness exceeds ten days plus the accumulated sick leave, the teacher shall forfeit one-half of a substitute's pay for each day of absence for the next twenty days; loss of a whole day of the substitute's pay for the next twenty days, and loss of half of his regular pay for the next fifty days. Any further payment of salary is discretionary with the Board.

(c) The Board shall notify every teacher of his accumulated sick leave on or before September 1 of each year.

(d) No deduction shall be made in a teacher's salary for the following absences:

- (1) Death in the immediate family provided such absence does not exceed five school days starting with the day of bereavement. Immediate family is defined as parent, spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any relative who makes his home with the teacher.
- (2) Funeral of a relative other than defined above or a close friend provided such absence does not exceed one day.
- (3) Quarantine.
- (4) Summons to court by subpoena.
- (5) Attendance at educational conventions or conferences when approved by the Superintendent.
- (6) Visits to other schools when approved by the Superintendent.
- (7) Unusual extenuating circumstances other than that provided for herein shall be discretionary with the Superintendent.

(e) Unit members who are absent due to illness from contagious diseases namely measles, mumps, and chicken pox contracted while serving in the schools will upon presentation of a doctor's certificate suffer no loss of pay or sick days.

## **21. LEAVES OF ABSENCE WITH PAY**

(a) A short term leave of absence shall be granted only in the following instances:

If summer college courses commence prior to the end of the school year, enrolled teachers in said course shall be given a leave of absence not to exceed five school days with full pay for that period. If a substitute is required, the pay of the substitute shall be deducted from the teacher's pay. Any request in excess of five days shall require the approval of the Superintendent.

(b) Excused absence for unit members eligible to attend the New Jersey State Federation of Teachers and American Federation of Teachers Conventions.

## **22. LEAVES AND ABSENCES WITHOUT PAY**

Leaves of absence without pay shall be granted to tenure teachers for the following purposes:

(a) One year for study related to the teacher's field of certification on a full time basis. The teacher shall bring proof of said study. Teacher must guarantee to return to the North Bergen School System for a minimum of one year after the termination of such leave.

(b) Study to meet eligibility requirements for a certificate other than that held by the teacher where a residency is required. The duration of residency must be verified by the institution if it exceeds one year.

(c) Maternity for a period of one year. Unit members may request and will be granted an additional year. All requests for a second year must be made prior to April 1. Extensions beyond a second year will be at the option of the Board of Education. Maternity leaves shall be granted to female unit members adopting a child or children, upon the request of the unit member. The unit member shall return on the following September 1 or on the September 1 of the following year.

(d) Entrance into the Armed Forces.

(e) Acceptance of a teaching position in another country, Vista, or Peace Corps entitles the teacher to primary consideration for reemployment in the North Bergen School System upon termination or service with any government program.

(f) Other extenuating purposes as approved by the Board.

(g) All unit members on leave of absence without pay, with the exception of those entering the Armed Forces, will return to the system on the next step of the appropriate salary guide above the one on which he was granted his leave, with no less of seniority.

(h) Leave of absence for one year, renewable for a second year, for any unit member employed by the North Bergen Federation of Teachers, the New Jersey State Federation of Teachers or the American Federation of Teachers. The Board shall pay all health benefits to which the unit member would have been entitled if he were in the school system, provided that the employee is not covered by the employing organization.

### **23. SABBATICAL LEAVE**

(a) A leave of absence at full pay for one year for the purpose of study in an accredited college or university shall be given to one member of the bargaining unit annually, after ten consecutive years of service in the North Bergen Public Schools. If the member should discontinue his studies without justification he shall be assigned as a permanent substitute for the remainder of the school year.

(b) A leave of absence at one-half pay for one year for the purpose of rest, recuperation, or travel will be granted to three members of the bargaining unit annually after fifteen consecutive years of service in the North Bergen Public Schools provided such member shall not have received a leave under paragraph (a) of this section.

(c) All applications must be submitted to the Board of Education for approval prior to April 1 of the year preceding the leave. This deadline may be waived and additional leaves may be granted at the discretion of the Board.

(d) The applicant or applicants having the greatest number of years of consecutive service in the North Bergen Public School System shall be given preference.

(e) Teachers shall agree to return to employment for a period of not less than one (1) year after the sabbatical. The teachers on leave would be entitled to return to the same position in the same school. All pension, salary, and experience rights are retained while on such leave.



## **24. PERSONAL DAYS**

(a) Each Unit member shall be allowed two (2) absences per year for personal reasons. No deduction will be made in the teacher's salary for these two absences.

(b) Personal days may not be taken on the day preceding or following a school holiday. However, under extenuating circumstances, exceptions may be made by request to the Superintendent.

(c) Where possible three days prior notice of absence for personal reasons is required.

(d) Unused personal days shall be added to the unit member's accumulative sick leave.

## **25. TERMINAL LEAVE COMPENSATION**

(a) Unit members upon retirement, or when leaving after 12 continuous years of service in the system, or death, shall receive terminal leave pay as follows:

(1) One-half day's pay for each accumulated sick day. A day's pay is defined as 1/300th of the member's final annual salary.

(b) The estate of a unit member who dies during the duration of this contract shall receive terminal leave pay for sick days accumulated, computed on the same basis as outlined in paragraph (a) of this section.

## **26. SCHOOL CALENDAR**

Unit members will report and be paid full contractual salaries for the number of days school is open as required by State Law, with the following exceptions:

(a) Orientation days.

(b) Summary day, when necessary.

If an extension of the approved school calendar become necessary the Board will review the extension with the bargaining agent.

Absence in accordance with the sick leave and personal leave policy will be applied toward the approved school year.

## 27. PHYSICAL AND PLANT REHABILITATION

(a) The Board agrees that a rehabilitation and reconstruction program is necessary for the North Bergen School System, which is contingent on passage of a bond ordinance by the Board of Commissioners.

(b) It is agreed that the Board of Education and the bargaining agent will work cooperatively to secure the approval of the community and Commissioners for the adoption and implementation of the bond ordinance.

(c) The Board agrees to continue to implement the program of physical rehabilitation in the following areas:

- (1) Paint all schools at least every 3 years.
- (2) Maintain special subject facilities now in use in each school.

## 28. SCIENCE FACILITIES

The Board of Education recognizes the need for the continued improvement of the science program in the elementary schools. The curriculum committee on science will make recommendations to the Superintendent for the improvement of the science program.

## 29. AUDIO-VISUAL SUPPLIES

The Board agrees to have in each elementary school by September 1971 the following audio-visual materials:

	Minimum Number
Overhead Projector	1
Opaque Projector	1
Tape Recorder	2
Movie Projector	1
Movie Projector super 8 mm sound (Film-loop-- Technicolor)	1
Record Player	3
Filmstrip Projector	2
Spirit Master Duplicator	2
Television — color	1
Radio	1

### **30. ADDITIONAL SUPPLIES**

(a) A vending machine for non-alcoholic beverages shall be placed in the teacher's room of each elementary school at the request of the school personnel of that school.

(b) Profits from vending machines shall go to Teachers' welfare fund in the particular school.

### **31. PROGRAM FOR NON-ENGLISH SPEAKING STUDENTS**

The Board shall continue its program for Non-English speaking students. A minimum of four full-time teachers with a knowledge in this area shall be assigned solely to teach these students.

### **32. SPECIAL SUBJECTS**

The Board agrees to maintain its present policy of having programs in physical education, vocal and instrumental music and art.

### **33. GUIDANCE**

(a) The Board agrees to provide a total of four (4) guidance counselors for the elementary schools beginning with September, 1971.

(b) A standardized testing program will be continued annually for all schools.

(c) There shall be a pupil-counselor ratio of 250 to 1 in the High School. The guidance director and the vocational placement counselor are to be included in this the ratio.

(d) Guidance personnel shall participate in curriculum development and the establishment of guidance policy.

(e) The Board agrees to provide additional child study teams commensurate with the financial and physical ability of the system to do so. The final decision rests with the Board.

(f) Guidance counselors will be paid \$200 above the teachers' schedule.

### **34. ASSISTANCE IN ASSAULT CASES**

(a) Principals shall be required to report to the Superintendent of Schools and the bargaining agent, all cases of assault suffered by teachers in connection with their employment.

(b) The Superintendent shall inform the teacher immediately in writing of his rights under the law.

(c) In cases where the assaulted teacher wishes to prefer criminal charges the Board Attorneye shall represent the teacher without cost to him.

### **35. DAMAGE, DESTRUCTION OR THEFT OF PROPERTY**

(a) Teachers shall not be held responsible for loss within the school of school property or childrens' property.

(b) Damage, destruction, or theft of a teacher's personal property shall be a Board responsibility, when such action results from any action or direction of the Board or the Administration. The teacher shall be reimbursed by the Board for all costs involved.

### **36. INFORMATION IN THE SCHOOLS**

(a) All official bulletins, memos, etc., shall be posted on the school bulletin board.

(b) Specific information as to the rotation of assignments, seniority, etc., shall be made available upon request of any teacher.

(c) A copy of current teaching and non-teaching assignments shall be made available to the building or department representative of the Federation upon request.

(d) Lists of vacancies and any lists that may be needed by the Federation showing seniority of teachers for purposes of implementation of this contract should be made available to the Federation annually.

(e) A list of all available teaching, administrative and extra-curricular positions shall be posted in all schools at the time such positions become available.

(f) Available class enrollments shall be furnished annually to the Federation.

(g) Both the Teachers' Association of North Bergen and the North Bergen Federation of Teachers may use the bulletin boards and the mailboxes in the North Bergen School District, provided that the literature of the Teachers' Association of North Bergen does not undermine the status of the North Bergen Federation of Teachers as the bargaining representative of the teachers.

The literature inserted by the Teachers Association of North Bergen shall be such as is permitted by law.

The North Bergen Board of Education shall not be responsible for policing the use of the mailboxes and bulletin boards within its school district, and will instruct their administrative employees accordingly.

### 37. SALARY GUIDE

Each unit member shall be paid according to the following salary guide:

	R.N.	B.A.	B.A. + 15	M.A. or B.A. + 30	M.A. + 15	Doctorate or M.A. + 30
1.	6,535	8,335	8,585	9,185	9,435	10,035
2.	6,835	8,735	8,985	9,585	9,835	10,435
3.	7,135	9,235	9,485	10,085	10,335	10,935
4.	7,535	9,735	9,985	10,585	10,835	11,435
5.	7,935	10,235	10,485	11,085	11,335	11,935
6.	8,335	10,735	10,985	11,585	11,835	12,435
7.	8,735	11,235	11,485	12,085	12,335	12,935
8.	9,135	11,835	12,085	12,685	12,935	13,535
9.	9,535	12,535	12,785	13,385	13,635	14,235
10.	10,035	13,235	13,485	14,085	14,335	14,935

Longevity: (1) After 10 years teaching or nursing credit: \$350. additional.

(2) After 15 years credit: \$100 additional.

(3) After 20 years credit: \$100. additional.

### 38. NURSES

(a) A teaching nurse shall be placed on the teachers' salary schedule.

(b) The high school shall continue to have at least two full-time school nurses, and five nurses shall be assigned to the elementary schools.

### 39. SALARIES OF MODERATORS

Yearbook	\$500
Yearbook (Business Manager)	450
School Paper	500
School Paper (Business Manager)	300
Treasurer	750
Student Council	650
Director - Senior Play	300
All School Musical	300
Debating	325
Oratorical	325
Chess	225
Band	450
Band	450
Majorettes	575
Color Guard	500
Class Advisors	
Freshman (2)	200
Sophomores (2)	250
Juniors (2)	300
Seniors (2)	375
Art Director (For Plays)	450
Technical Director (For Plays)	500
Musical Director	350
Orchestra Director (For Plays)	250
Marching Instructor	450
National Honor Society	400
Scholarship Show	250
Key Club	225
School Detention	500
Patrol-Elementary	300
AV Coordinator-Elementary	300
Student Council-Elementary	150
Cheerleader Coach	575
Assistant Cheerleader Coach	400
Intramural-Boys	1100
Intramural-Girls	1100
Basketball-Elementary	500
Cooperative Work Programs	550
	(salary) +
	200 (Transportation reimbursement)

## 40. ATHLETIC COACHES' SALARIES

(a) Each coach shall receive the salary listed below for his position, or his 1970-1971 salary whichever is higher.

### (b) Coaches' Salary Schedule

Sport	Position	% of B.A. Salary According to Section c below
Football	Head	22
	Assistant	10
	Freshman	8
Basketball	Head	15
	Assistant	10
	Junior Varsity	9
	Freshman	8
Baseball	Head	12
	Assistant	8
Track (Spring)	Head	10
	Assistant	6
Track (indoor)	Head	6
	Assistant	4
Cross Country	Head	6
	Assistant	4
Wrestling	Head	10
	Assistant	7
Gymnastics	Head	10
Tennis	Head	7
Bowling	Head	6
Athletic Director		16
Trainer		15
Basketball (Girls)	Head	5

(c) Step on B.A. Salary guide, according to experience.

Years of Coaching Experience	Step of Salary Guide
0	1st
1	2nd
2	3rd
3 or more	5th

## 41. DEPARTMENT CHAIRMAN

In addition to their salaries, according to the teachers' salary guide, department chairman shall receive the percentages, as listed below.

Percentage is based on maximum step on teachers' salary guide on which chairman would belong.

Experience as Chairman	Number of Teachers*				
	1-5	6-10	11-15	16-20	21 or more
0	4.0	5.0	6.0	7.0	8.0
1	4.5	5.5	6.5	7.5	8.5
2 or more	5.0	6.0	7.0	8.0	9.0

\* Department chairman shall not be included in the total.

A teacher who teaches three or more classes in a department shall be considered a member of that department. Department chairmen shall receive longevity pay as determined by the teachers' salary guide. This longevity pay shall not be considered in computing the base pay for ratio purposes as above indicated.

The number of classes taught by a department chairman will continue to be determined by established policy.

## 42. SALARY AND FRINGE BENEFITS

All salaries shall, at the option of the employees, be paid on either a 20 semi-monthly basis or on the summer payment plan.

(a) When a summer school is conducted, summer school teachers shall be paid at the rate of \$825. for the term. Teachers in the school system shall have priority in teaching in the summer school.

(b) Teachers shall receive check on the 15th and last school day of each month. In cases where a school holiday falls on the 15th or, the last day of the month, the teachers shall receive checks on the last school day before said holiday.

(c) The Board shall continue to pay Blue Cross, Blue Shield, Rider J. Major Medical benefits and N.J. Workmen's Compensation for all members of the Unit on the individual or on the family plan at the option of the Unit member.

(d) The voluntary program of tax-sheltered annuities shall be continued by the Board.



### **43. CHECK OFF**

The Board will honor individual authorization for deduction of Federation dues in accordance with previously established procedures.

### **44. TEACHER ORGANIZATION ACTIVITIES**

(a) No teacher shall engage in teacher organization activities during the time he is assigned to a class except that Federation officers, shall be excused by the principal with the approval of the Superintendent, without loss of pay for time spent negotiating with the Board, investigating problems, or engaging in conferences with the Superintendent of Schools or his representative, if such are held on school time. Federation membership meetings can be called after 3:00 P.M., or at any time the teachers involved are not engaged in Classroom instruction or assigned duties.

(b) Federation representatives shall be allowed time for appropriate activities relating to the administration of this agreement and to the duties of their office without loss of pay, upon the approval of the Superintendent.

### **45. IMPLEMENTATION OF CONTRACT**

(a) The Board and the bargaining agent shall make available upon request to each other any available information, statistics, and records which are relevant to negotiations.

(b) The Superintendent and Federation representative shall meet at the written request of either party, within seven (7) calendar days of receipt of the request, to discuss matters relating to the implementation of the contract.

(c) The Federation shall be given a place on the agenda of faculty meetings for brief reports and announcements pertaining to the bargaining unit.

### **46 GRIEVANCE PROCEDURE**

(a) Definition: Any difference or dispute between the Board and the Unit relating to the terms of this agreement, or its interpretation, or application, or enforcement thereof, shall be subject to the follow-

ing procedures, which shall be resorted to as the sole means of obtaining adjustment of disputes, which shall hereafter be referred to as a "grievance."

As used in this paragraph the term Unit shall include:

- (1) An individual employee who is a member of the Unit, or
- (2) A group of employees, who are members of the Unit having the same grievance, or
- (3) North Bergen Federation of Teachers - Local 1060.

(b) Procedures:

- (1) An employee and a Federation representative (if the employee so desires) shall first discuss the problem with the principal. If the employee does not wish to be represented by the Federation he may be accompanied by another teacher of his own choice, providing that such teacher is not an officer, agent, or representative of any other teacher organization. If the matter is not satisfactorily adjusted within two school days, the employee shall submit a grievance in writing within five school days thereafter to the principal.
- (2) The principal may request a meeting with the employee and a Federation representative (if the employee so desires) prior to making his decision but in any event must render his decision in writing, with copies to the employee and the Federation within five school days of the submission of the grievance to him.
- (3) If the employee is dissatisfied with said decision or if no decision is rendered within said time limit, he may, within five school days, appeal in writing to the Superintendent, or his designated representative, and such writing shall set forth specifically the act or condition on which the grievance was based and the grounds on which the appeal is based.
- (4) The Superintendent and/or his representative shall meet with the employee and a Federation representative (if requested by the employee) within ten school days of the

receipt by him of such appeal, and shall give his decision in writing to the employee and the Federation within ten school days of such meeting.

- (5) Failing satisfactory settlement at step No. 4 the employee may, within 10 school days, appeal, in writing, to the Board. The Board shall hold a private hearing with the employee at the next regular meeting of the Board unless said regular meeting occurs within ten days of the receipt of such appeal, in which event it shall hold the meeting at the following regular meeting of the Board. It shall render a decision in writing to the employee and to the Federation within ten days of such hearing or at the next regular meeting of the Board.

(c) Arbitration:

- (1) In the event a dispute or difference in (a) above shall not have been settled under the procedures in (b) above, the Federation may appeal the matter to arbitration by making written application to the Public Employee Relations Commission (PERC) within 10 school days of the Board's decision requesting that an arbitrator be appointed to hear and determine the grievance. The parties may agree upon any other arbitrator. The arbitrator so appointed shall have full power to hear and determine the grievance and his decision shall be final and binding upon the parties.
- (2) It is agreed that the arbitrator may not change, modify, alter, suggest, add to, or subtract from the provisions of this agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this agreement.
- (3) The arbitrator shall have the power to make appropriate compensatory awards.
- (4) No provisions of this contract which are stated as a matter of policy shall be subject to arbitration.

(d) General Provisions:

- (1) Any grievance, as defined in (a) above, not presented for disposition through the grievance procedure described under (b) above within five school days of the occurrence of the condition giving rise thereto, shall not thereafter be considered a grievance. Failure at any step to appeal within the specified time limits shall be considered acceptance by the employee of the decision rendered and such decision shall thereafter be binding upon the employee and the Federation. The time limits specified at any step may be extended in any particular instance by written agreement between the Board and the Federation.
- (2) Any employee may file for arbitration in an individual capacity, but in such case the cost shall be borne by the individual employee.
- (3) Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings are during school hours all employees who are required to be present at the hearing shall be excused with pay for that purpose.
- (4) Grievances arising from the action of an official other than the principal, his designee or subordinate may be initiated with the Superintendent or his designated representative as set forth in (b) (3) above.
- (5) The Federation shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee at any step of this procedure.
- (6) The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendation for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.

- (7) Any grievance filed during the life of this Agreement shall be processed according to the terms of any subsequent agreement. If there is no agreement in existence at the time, it shall be processed according to the terms of this Agreement.
- (8) Principals shall make arrangements to allow reasonable time without loss of salary for Federation Building Representatives to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Superintendent or his designee, after consultation with the Federation, shall make the final determination.
- (9) All Federation representatives will be provided release time when necessary to represent a member of the Unit in the presentation of a grievance.

#### **47. CHANGES IN TERMS AND CONDITIONS OF EMPLOYMENT**

Any changes or modifications in terms and conditions of employment are to be made only through negotiations with the bargaining agent.

Proposed new rules, or modifications of existing rules governing working conditions should be negotiated with the bargaining agent before they are established.

#### **48. COPY OF THE AGREEMENT**

Within two months of the signing of this Agreement by the parties, the Board shall procure 600 copies of this Agreement printed in a Union Shop, cost to be borne by the Board.

#### **49. DURATION OF CONTRACT AND SUBSEQUENT AGREEMENTS**

(a) This contract shall continue in force until September 1, 1972.

(b) The effective date of all provisions of this contract shall be July 1, 1971, with the exception of teachers' and Nurses' salary guides, which are effective September 1, 1971.

(c) The negotiations for a subsequent agreement for salary, fringe benefits and other terms and conditions of employment shall begin at a time mutually agreeable to both the bargaining agent and the Board, but not later than October 1, 1971. Negotiations with reference to economic provisions shall commence no later than November 15, 1971.

(d) It is agreed that the Federation or employees shall not call or engage in a strike or threat thereof and that the Board shall not institute a lock-out for any cause whatsoever during the term of this Agreement; nor shall the Federation or any of the employees cease or participate in the cessation of work, slow-down, work stoppage or interference of any kind with normal Board operations.

IN WITNESS WHEREOF THE parties hereto have caused these presents to be signed by their proper officers the day and year first above written.

**NORTH BERGEN BOARD OF EDUCATION**

By .....  
JOSEPH J. McKEON, President

ATTEST:

.....  
STEPHEN H. MAGNUS, Secretary

**NORTH BERGEN FEDERATION OF TEACHERS**

By .....  
THOMAS G. BERUBE, President

ATTEST:

.....  
FRANK A. LACATENA, Secretary