

BASIC AGREEMENT

between

**The Board of Education of the
Northern Burlington County
Regional School District
in the County of Burlington**

Located on the Georgetown-Mansfield Road
P.O. Columbus, New Jersey

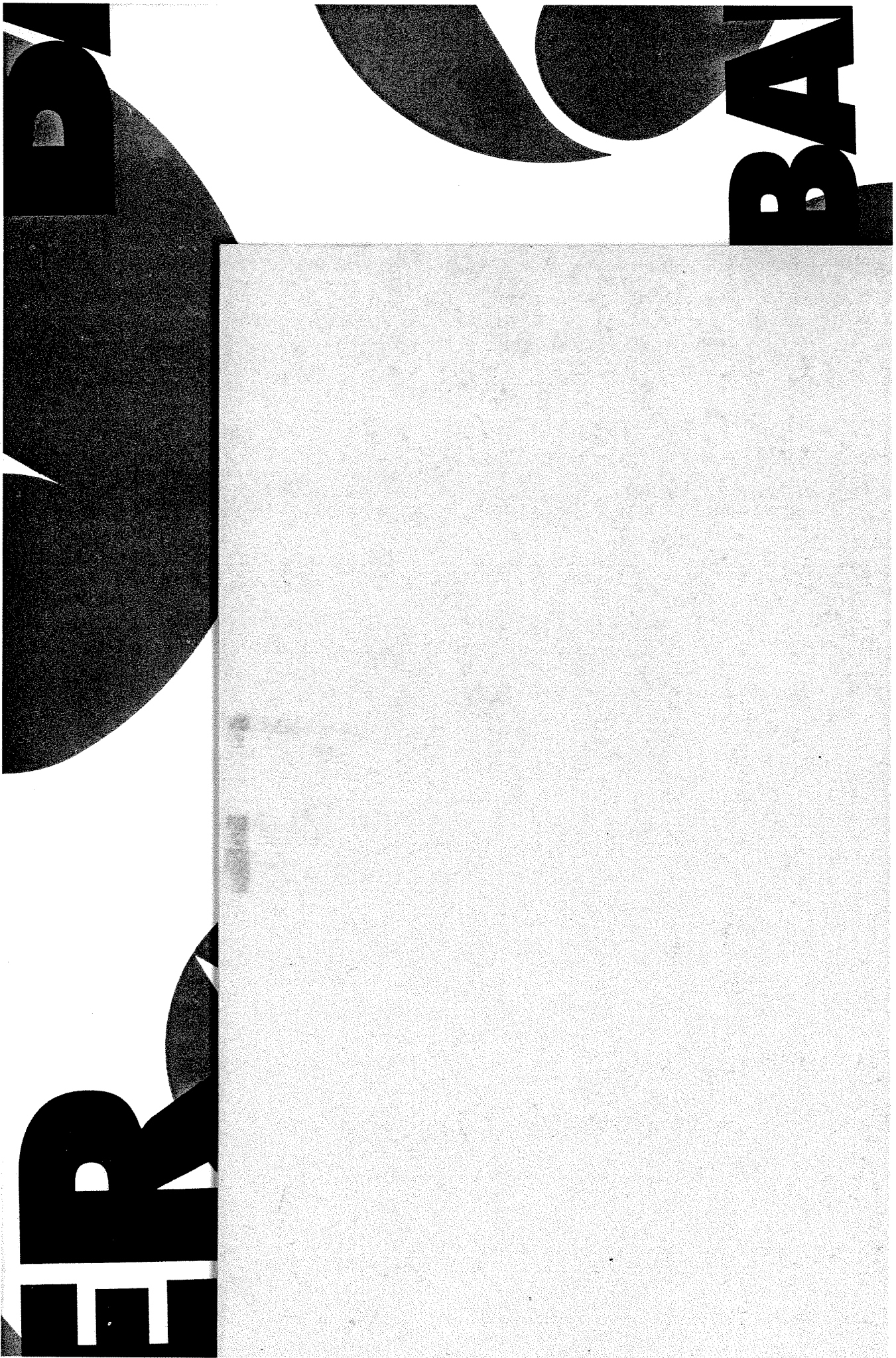
and

**Northern Burlington County
Regional Teachers Association**

An Incorporated Association

Located on the Georgetown-Mansfield Road
P.O. Columbus, New Jersey

JULY 1, 1969



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**THIS BOOK DOES
NOT CIRCULATE**

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AGREEMENT

This Agreement entered into this 1st day of April, 1969, by and between THE BOARD OF EDUCATION of the NORTHERN BURLINGTON COUNTY REGIONAL SCHOOL DISTRICT, in the County of Burlington, located on the Georgetown-Mansfield Road, P. O. Columbus, New Jersey, for the Northern Burlington County Regional Junior-Senior High School, hereinafter called the "Board," and NORTHERN BURLINGTON COUNTY REGIONAL TEACHERS ASSOCIATION, an incorporated Association, located on the Georgetown-Mansfield Road, P. O. Columbus, New Jersey, also known as The Northern Burlington County Regional Junior-Senior High School District Teachers Association, hereinafter called the "Association."

It is the intent and purpose of the parties hereto that this Agreement will promote and improve Board-Staff relationships. In the course of consideration of problems of professional relations and responsibilities the Board, School Superintendent (or designated official) and the Association shall keep paramount the interests and welfare of the students.

Article I
RECOGNITION

- A. The Board of Education of the Northern Burlington County Regional School District in the County of Burlington, for The Northern Burlington County Regional Junior-Senior High School, hereby recognizes Northern Burlington County Regional Teachers Association, an incorporated association, also known as The Northern Burlington County Regional Junior-Senior High School District Teachers Association, as the majority representative for collective negotiations concerning the terms and conditions of employment for the following certified personnel under contract and on leave, employed by the Board: 1.01
- 1.—*Certified personnel*
- a. Classroom Teachers
 - b. School Nurses
 - c. Guidance Counselors
 - d. Librarians

- B. Unless otherwise indicated, the term "teachers" when used in this agreement shall refer to all certified employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers. 1.02

Article II
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968 in a good faith effort to reach agreement on matters concerning the terms and conditions of teacher's employment. Such negotiations shall begin not later than July 15, of the calendar year preceding the calendar year in which this agreement expires. 2.01

- When the agreement is reached on the terms and conditions of employment as described above it shall be embodied in writing and signed by the authorized representatives of the Board of Education and the majority representative. 2.02

- B. During negotiations, the Board and the Association may present relevant data, exchange points of view and make proposals and counter proposals. It is agreed that once a proposal is made by either party that no new additional topics will be made the subject of negotiations unless they are agreed to by both parties. 2.03
- C. The negotiating representatives of either party shall be elected, or designated solely by the party they represent adhering to the following criteria: 2.04
1. The negotiating representatives of the Association shall be three tenure teachers under the employ of the Board of Education. 2.05
 2. The negotiating representatives of the Board shall be three duly elected members of the Board appointed by the President of the Board. 2.06
- D. Both parties mutually pledge that their representatives shall be endowed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed upon contract must then be ratified by a majority of the teachers represented by the negotiators of the Association at a legally constituted meeting and by a majority of the Board of Education while in session at a legally constituted meeting. 2.07
- Both parties agree that during the period of negotiations only information or publicity accorded the negotiations will consist of a joint statement, or in the event the parties are unable to agree upon the wording of the statement, a joint statement shall be made stating that "No progress has been made." This does not exclude necessary confirmation and advisement within the parent groups. 2.08
- E. It is agreed that each party shall submit to the other, at least (3) days prior to a meeting, an agenda covering all matters they wish to discuss. It is further agreed that neither party will add any consultant to their negotiating team or bring to the meetings the consultant without giving the other party one (1) week prior written notice. This notice shall include the name, position and reason for the consultant. 2.09

Both parties agree to meet no later than July 15 of the last year this Agreement is in force for the purpose of reviewing and/or revising this Agreement. Neither party shall have the right to make an application to the New Jersey Employment Relations Commission that an impasse exists under the New Jersey Employer - Employee Relations Act prior to October 15 of that year. 2.10

The Association agrees that neither the Association nor its members shall authorize, instigate, aid, condone, or engage in a work stoppage, slow down, sanctioning or strike for any reason during the term of this Agreement. On its part the "Board" agrees that there shall be no lock-out for any reason during the term of this Agreement. 2.11

Article III GRIEVANCE PROCEDURE

A. The term "grievance" means a complaint by any party that, as to him, there has been an inequitable, or improper, application, interpretation, or violation of policies of this agreement. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances: 3.01

(1) The failure to or refusal of the Board to renew a contract of a non-tenure teacher. 3.02

(2) In matters where a method of review or appeal is prescribed by law, or by any rule, regulation or decision of the State Commissioner of Education or the State Board of Education. However, a party shall have the option of processing a grievance at the appropriate level below Level Four of the Grievance Procedure rather than pursue a method of review or appeal as prescribed by law or by rule, regulation or decision of the State Commissioner of Education or the State Board of Education. If the Grievance is not resolved to the party's satisfaction below Level Four, the Grievance above Level Three shall proceed by the method of review or appeal as prescribed by law, or by rule, regulation or decision of the State Commissioner or the State Board of Education. 3.03

- (3) In matters where the Board is without authority to act; 3.04
- (4) In matters involving the sole and unlimited discretion of the Board; 3.05
- (5) In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to teachers or employees under provisions of State Law. 3.06
- The term "teacher" where applicable shall mean classroom teachers, school nurses, guidance counselors and librarians. 3.07
- The term "representative" shall include any organization, agency or person authorized or designated by any teacher or any group of teachers, or by a public employees association, or by the Board to act on its or their behalf and to represent it or them.
- The term "Grievance Committee" shall mean a committee consisting of three Board members and three Association personnel committee members and the Superintendent who shall moderate the Grievance Committee meetings but shall have no vote on matters brought before the Grievance Committee. The Grievance Committee meetings shall take place at a time when representatives of the Association are free of instructional responsibilities unless otherwise mutually agreed by both parties. 3.08
- The term "party" besides meaning an aggrieved teacher shall include the Board and the Association. 3.09
- B. 1. An aggrieved party shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period, shall be deemed to constitute an abandonment of the grievance. 3.10
2. The party processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal. 3.11
3. In the presentation of a grievance, the party shall have the right to present his own appeal or to designate a representative to appear with him in his appeal. A mi- 3.12

nority organization shall not have the right to present or process a grievance.

4. Whenever a party appears with a representative, the Board or Association shall have the right to designate a representative to participate at any level of the grievance procedure. The Grievance Procedure shall be as follows: 3.13

Level One. A party shall first discuss his grievance orally with his immediate Vice-Principal where appropriate. A decision shall be rendered within five (5) days of said hearing. 3.14

Level Two. If the grievance is not resolved to the party's satisfaction, within five (5) days from the determination referred to at *Level One* above, the party shall submit his grievance to the Grievance Committee Chairman in writing, specifying: 3.15

- (a) The nature of the grievance; 3.16
- (b) The results of the previous discussion;
- (c) The basis of his dissatisfaction with the determination.

A copy of the writing called for at *Level Two* above, shall be furnished to the school Vice-Principal. On a monthly basis (unless a different period is mutually agreed upon), the Grievance Committee shall hold a hearing at which all parties in interest shall have the right to be heard. An agenda for the meeting shall be prepared by the Grievance Committee, five days before such meeting. Within ten (10) days after said hearing (unless a different period is mutually agreed upon), the Grievance Committee shall in writing, advise the party and his representative, if there be one, of their determination to the school vice-principal. 3.17

Level Three. In the event of the failure of the Grievance Committee to act in accordance with the provisions of *Level Two* above, or, in the event, a determination by them in accordance with the provisions thereof, is deemed unsatisfactory by either party—the dissatisfied party, within thirty (30) days of the failure of the Grievance Committee to act as prescribed in *Level Two* or within ten (10) days of the determination as to him, may appeal to the Board of Education. 3.18

Where an appeal is taken to the Board, there shall be submitted by the appellant: 3.19

- (a) The writing set forth at *Level Two*, and a further statement in writing setting forth the appellant's dissatisfaction with the Grievance Committee's action. A copy of said statement shall be furnished to the Vice-Principal where appropriate and to the adverse party.

If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing, a hearing before the Board a hearing shall be held. 3.20

The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the party, his representative if there be one, the vice-principal where appropriate, and the Grievance Committee of its determination. This time period may be extended by mutual agreement of the parties. 3.21

Level Four. In the event a party is dissatisfied with the determination of the Board he shall have the right to request binding arbitration pursuant to rules and regulations established under the provisions of Chapter 303, Laws of 1968. The arbitrator shall not have the jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement. A request for arbitration to the American Arbitration Association shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved party and the Board or the Association shall mutually agree upon a longer time period within which to assert such a demand. In the event of arbitration, the cost of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs. The Arbitrator shall be unanimously selected by the Board and the aggrieved party from 3.22

3.23

a list of six arbitrators furnished by the American Arbitration Association in the following manner:

Within ten (10) days after the list of six arbitrators has been furnished by the American Arbitration Association, the Board and the aggrieved party shall select two arbitrators from the list of six arbitrators and submit the two names selected from the list of six arbitrators to the other party. 3.24

The parties shall then select an arbitrator from the list of two selected by the Board and the aggrieved party. The same arbitrator who appears on each list of two selected by the Board and the aggrieved party shall be the arbitrator unless the Board and the Aggrieved Party select the same two on each list. In the event the parties are unable to agree on the selection of the arbitrator within 15 days after the list of six has been furnished by the American Arbitration Association, the arbitrator shall be selected by the Burlington County Superintendent of Schools from the list of arbitrators selected by the Board and the aggrieved party. 3.25

In the event substantially identical grievances have been filed, the first one filed shall be a precedent after its determination for all subsequent ones that are substantially identical. 3.26

Article IV

TERMS AND CONDITIONS OF EMPLOYMENT

A. Pursuant to Chapter 303, Public Laws of 1968 the Board hereby agrees that its employees "shall have and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity". 4.01

B. Nothing contained herein shall be construed as to deny or restrict any teacher such rights as he may have under New Jersey Laws or other applicable laws or regulations. 4.02

C. When a teacher classroom evaluation is conducted by the Administration and a record maintained of such evaluation, a copy may be supplied to the teacher at his request; 4.03

and all neagtive evaluations must be supplied. It is agreed administrative visits to classrooms are desirable to effect guidance, and leadership assistance, thereby welding a good relationship between Board and teachers to obtain the optimum benefit toward the education of the students.

D. It is the inherent responsibility of the Administration to defend and be aware of the capabilities of the teaching staff, to be able to maintain a high level of morale and co-operation among all teachers. If and when criticism of a nature determined by the Administration to be of a nature requiring the teachers' attention, and for inclusion in the teacher's file, the teacher shall be given the opportunity to review and explain if necessary such criticism. 4.04

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. 4.05

F. Whenever any teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could directly result in the suspension of that teacher from his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Suspension of a teacher pending charges shall be with pay, if the teacher is vindicated. 4.06

Article V

LEAVES OF ABSENCE

A. PERSONAL LEAVE 5.01

Statement and Requirements

All professional employees of the Northern Burlington County Regional School District are entitled to 3 days' personal, non-accumulative leave.

The request must be given 48 hours in advance, and reason for personal leave must fall into one of the three classes stated below.

Personal Leave Permitted

1. Religious holidays.
2. Emergency legal business.
3. Death or serious illness* in immediate family (parents, grand-parents, brothers, sisters, spouse, or children, father-in-law, or mother-in-law).

Jury Duty

The Board whole-heartedly supports requests for jury service when submitted with court request. 5.03

The salary paid to such employee shall be the difference between Jury pay and the average daily earnings of such employee.

The employee must present the completed form which is proof of jury attendance. This form is obtained from the County at time of service.

Leave Without Pay

Leave without pay must be approved by the Administration and Board of Education. Anyone taking unauthorized leave will cause breach of contract. 5.04

- B. Any tenure employee of the Board of Education shall, within the first three (3) months of pregnancy, apply to the Board for a leave of absence without pay, to begin as soon as a suitable substitute is found, and in any event, within six (6) weeks after the third month of pregnancy. 5.05

The leave of absence shall extend for one year following the birth of the child and as much longer as may be required so that said leave shall terminate on the next succeeding September 1. 5.06

The Superintendent of Schools must be notified in writing not later than April 1 as to whether the teacher on maternity leave intends to return to her position the following September. 5.07

The Board of Education will grant such leave without pay. 5.08

The time of such leave shall not count as teaching time for salary purposes. 5.09

* Serious illness is usually one that requires a doctor.

A maternity leave shall not constitute a break in service for sick leave purposes. 5.10

In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Board for permission to return to her position prior to the termination of the period for which leave is granted. Failure to apply for leave of absence when three months pregnant shall be considered as a violation of this agreement. 5.11

Article VI

REPLACEMENT FOR ABSENT TEACHER

This Administration shall make the necessary appointments for replacing an absent teacher during regular periods when a substitute is not available beyond the first period. This does not preclude payment for the first period should the absence continue beyond the first period. A teacher may request to be passed at that time and will be picked up the following time. However, it must be recognized that the final decision for filling vacancies rests with the Administration. All teachers are requested to report their intended absence in accordance with Teacher's Handbook section entitled "Staff Absences." 6.01

A record will be maintained of all extra periods covered by each teacher, and an appropriate copy will be distributed to those concerned. Payment shall be made at the rate of three dollars (\$3.00) per period, and payment will be made at the end of the second pay period of the month. 6.02

Article VII
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1969 and continue in full force and effect without change until June 30, 1971.

IN WITNESS WHEREOF, the Board and the Association have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their corporate seals to be affixed thereto the date above written.

THE BOARD OF EDUCATION
of the
NORTHERN BURLINGTON COUNTY
REGIONAL SCHOOL DISTRICT
in the County of Burlington

By: AUSTIN LOVENDUSKI, *President*

By: E. B. LONGMUIR, JR., *Secretary*

NORTHERN BURLINGTON COUNTY REGIONAL
TEACHERS ASSOCIATION,
an incorporated association

By: GENE BAIOCCHI, *President*

By: JEAN M. ADAMS, *Secretary*

Appendix A
SALARY SCHEDULE EFFECTIVE 7-1-69

Year	Bachelor's Degree	Bachelor's plus 30 credits	Master's Degree	Master's plus 30 credits
1	\$6450	\$ 6750	\$ 7050	\$ 7350
2	6750	7050	7350	7650
3	7050	7350	7650	7950
4	7350	7650	7950	8250
5	7650	7950	8250	8550
6	7950	8250	8550	8850
7	8250	8550	8850	9150
8	8550	8850	9150	9450
9	8850	9150	9450	9750
10	9150	9450	9750	10050
11	9450	9750	10050	10350
12	9750	10050	10350	10650
13	.....	10350	10650	10950
14	.....	.....	.....	11250

1. A teacher shall receive an additional \$300.00 upon receiving a contract following three (3) and six (6) complete years of service to the Board.

2. New teachers employed will receive credit for experience as follows:

- a. Full credit for public school experience.
- b. Full credit for United States military service up to, but not exceeding, four (4) years.
- c. This salary schedule is deemed a minimum and the Board reserves the right to pay more than the above salary schedule in order to secure the service of a teacher in an emergency and also reserves the right to hold a teacher at any place on the schedule until experience and training, or both, warrant the salary.

3. All salaries will be based upon satisfactory service. Years of employment increments will not be automatic, but will be granted for satisfactory service only upon the recommendation of the Superintendent, subject to the approval of the Board. Failure in any year to grant an increment does not create any future obligations to restore the increment. In making recommendations, factors considered will include teaching ability, compliance with rules and regulations of this school district and adherence to the statutes of New Jersey. In any year in which there is an upward revision of the salary guide, individual teacher adjustments to the proper place on the guide may be withheld in whole or in part. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the Superintendent shall send the teacher written notice of such intention and give him an opportunity to discuss the reason for such action. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Superintendent and the approval of the Board.

Appendix B
SALARY SCHEDULE EFFECTIVE 7-1-70

Year	Bachelor's Degree	Bachelor's plus 30 credits	Master's Degree	Master's plus 30 credits
1	\$ 6900	\$ 7200	\$ 7500	\$ 7800
2	7200	7500	7800	8100
3	7500	7800	8100	8400
4	7800	8100	8400	8700
5	8100	8400	8700	9000
6	8400	8700	9000	9300
7	8700	9000	9300	9600
8	9000	9300	9600	9900
9	9300	9600	9900	10200
10	9600	9900	10200	10500
11	9900	10200	10500	10800
12	10200	10500	10800	11100
13	.....	10800	11100	11400
14	.....	.....	.....	11700

1. A teacher shall receive an additional \$300.00 upon receiving a contract following three (3) and six (6) complete years of service to the Board.

2. New teachers employed will receive credit for experience as follows:

- a. Full credit for public school experience.
- b. Full credit for United States Military service up to, but not exceeding, four (4) years.
- c. This salary schedule is deemed a minimum and the Board reserves the right to pay more than the above salary schedule in order to secure the services of a teacher in an emergency and also reserves the right to hold a teacher at any place on the schedule until experience and training, or both, warrant the salary.

3. All salaries will be based upon satisfactory service. Years of employment increments will not be automatic, but will be granted for satisfactory service only upon the recommendation of the Superintendent, subject to the approval of the Board. Failure in any year to grant an increment does not create any future obligations to restore the increment. In making recommendations, factors considered will include teaching ability, compliance with rules and regulations of this school district and adherence to the statutes of New Jersey. In any year in which there is an upward revision of the salary guide, individual teacher adjustments to the proper place on the guide may be withheld in whole or in part. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the Superintendent shall send the teacher written notice of such intention and give him an opportunity to discuss the reason for such action. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Superintendent and the approval of the Board.

Appendix C

NEW JERSEY BLUE CROSS, BLUE SHIELD PRUDENTIAL—MAJOR MEDICAL

Effective July 1, 1969

1. The Board will pay the premium toward coverage of New Jersey Blue Cross and Blue Shield (Rider "J" inclusive) and Prudential Insurance Company plan of Major Medical coverage as follows:

2. *Ten-Month Employees*—The total cost to the Board per applicant shall not exceed ten-twelfths of the annual premium cost at the single rate.

3. *Twelve-Month Employees*—The total cost to the Board per applicant shall not exceed the full cost of the annual premium at the single rate.

The Board will endeavor to collect premiums required to be paid by teachers and employees and furnish the necessary book-keeping services, however the risk of non-payment shall be the teachers and the terms, conditions, rules, and limitations as provided for by the contracts of insurance and the underwriting companies will govern.

Appendix D

NEW JERSEY BLUE CROSS, BLUE SHIELD PRUDENTIAL—MAJOR MEDICAL

Effective July 1, 1970

1. The Board will pay the premium of the New Jersey Blue Cross and Blue Shield (Rider "J" inclusive) as required by the plan in force under the laws of the State of New Jersey, at the going family rate and continue to pay the premiums for Major Medical coverage as provided by the Prudential Insurance Company.

2. The terms, conditions, rules and limitations as provided for by the contracts of insurance and the underwriting companies will govern.

Appendix E
NORMAL TEACHING ASSIGNMENTS—
SEVEN TEACHING PERIODS PER DAY

1. All teachers other than Special Area or English with special program:
5 periods teaching classes in subject area.
1 period other assignment (study hall, lunch supervision, etc.).
Home Room
2. English teachers—with special program:
4 teaching periods teaching classes in subject area.
1 period English conference work.
1 period other assignment (study hall, lunch supervision, etc.).
Home Room
3. Special Area teachers:
6 periods teaching classes in subject area
OR
5 periods teaching classes in subject area.
1 period other assignment (study hall, lunch supervision, etc.):
Home Room
4. Department Heads' teaching assignment will be the same as teacher in their subject area with one period per day for department work.
5. The normal teaching assignment may be deviated from only upon request by the Superintendent and agreement by the teacher concerned.

MISCELLANEOUS PROVISIONS

- A. This Agreement and Appendices A, B, C, D and E constitute a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as a Board policy.
- B. 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 and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board and the Association each agree to pay one-half (1/2) of the cost for the final printing of this agreement.

