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THIS BOOK DOES  
NOT CIRCULATE

A G R E E M E N T  
BETWEEN THE  
HILLSBOROUGH EDUCATION ASSOCIATION  
AND THE  
BOARD OF EDUCATION OF THE TOWNSHIP OF HILLSBOROUGH  
July 1, 1969 -- June 30, 1970

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ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for certificated personnel whether under contract, on leave, on a per diem basis, employed presently or future employees of the Board of Education who request representation by the HEA, including initially only:

|                       |                                 |
|-----------------------|---------------------------------|
| Classroom Teachers    | Home Instruction Teachers       |
| Nurses                | Psychologists                   |
| Librarians            | Learning Disability Specialists |
| Social Workers        | Special Education Teachers      |
| Supplemental Teachers | Audio Visual Aids Coordinator   |
| Reading Teachers      |                                 |

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

## ARTICLE II

### NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all records, data and information of the Hillsborough Township School District that are pertinent to the items being considered for negotiation.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

D. 1. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

2. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional respon-

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Negotiation Procedure

sibilities, unless otherwise agreed.

3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement, Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

G. The Board agrees that the negotiation procedure set forth in this ARTICLE shall be applicable to the determination and implementation of the grants to be requested by the Board pursuant to any federal and/or state laws, provided, however, that the relevant timetable shall be shortened if necessary to comply with time requirements in making or processing applications under the relevant federal or state laws.

H. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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Negotiation Procedure

I. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "Grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or a group of teachers and/or the interpretation, meaning or application of the provisions of this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Work days" in processing grievances shall be considered to include all days but Saturdays, Sundays, and school holidays.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

Article III  
Grievance Procedure

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to an aggrieved person, the time limits shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as thereafter is practicable.

3. Level One

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

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) work days after presentation of the grievance, he may file the grievance in writing with the HEA or its representatives within five (5) work days after the decision at Level One or ten (10) work days after the grievance was presented, whichever is sooner. Within five (5) work days after receiving the written grievance, if the HEA or its representatives determines that the grievance is meritorious, the HEA or its representatives shall refer it to the Superintendent of Schools.

5. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no



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decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, he may, within five (5) work days after the decision by the Superintendent or fifteen (15) work days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the HEA or its representatives submit his grievance to the Board. The HEA or its representatives may submit the grievance to the Board within five (5) work days after receipt of a request by the aggrieved person.

D. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association.

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

E. Miscellaneous

1. If, in the judgment of the HEA, a grievance affects a group or class of teachers, the HEA may submit such grievance in writing.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the HEA.

3. Documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.

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Grievance Procedure

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

5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

## ARTICLE IV

### SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A", which is attached hereto and made a part hereof. Any teacher's position on said guide shall be adjusted twice per year, on September 1st and February 1st. In addition to the salaries set forth in the salary guide, there shall be granted longevity increases of five (5%) per cent of the last salary after twenty (20) years of experience, 10 of which are in the Hillsborough district; a five (5%) per cent increase over the last salary for twenty-five (25) years experience, fifteen (15) of which are in the Hillsborough district; a five (5%) per cent increase over the last salary for thirty (30) years of experience, twenty (20) of which are in the Hillsborough district.

B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

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

3. Teachers may individually elect to have ten (10%) per cent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final payday of the school year, providing the teacher submits written notice on or before May 1st; otherwise, he will be paid on the first paydays in July and August. Interest on these funds shall be paid to the Ralph Juppe Scholarship Fund.

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

5. Teachers shall receive their final checks and the pay schedule for the following year by the last working day of the school year.

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C. As of the beginning of the 1969-70 school year, the Board, after agreement with the Association regarding appropriate insurance carriers, shall provide the health-care insurance protection designated hereinafter:

1. Of the costs of coverage for hospital room and board and miscellaneous costs, maternity costs and surgical costs, the Board shall pay seventy-five (75%) per cent of the premium for each teacher and fifty (50%) per cent of the premium for any dependent of said teacher.

2. Of the costs of coverage for out patients, laboratory fee, technicians expenses, therapy treatment and major-medical, the Board shall pay 100% of the premium for the teacher and any dependent.

3. The Board will pay up to Seventy-five (\$75.00) Dollars per graduate course and up to Two Hundred Twenty-Five (\$225.00) Dollars per year per teacher for such courses approved in advance by the Superintendent. Such courses shall be in subject matter related to the teachers assignment and must be successfully completed for reimbursement. The teacher must also possess a New Jersey Standard or Permanent Teaching Certificate to be eligible.

4. Teachers participating in the Summer School session shall receive a salary of Six Hundred (\$600.00) Dollars.

In witness whereof the Association has caused this agreement to be signed by its President and Secretary and the Board has caused this agreement to be signed by its President, attested by its Secretary, all on the day and year first about written, and all officers whose signatures are affixed hereto verify that this agreement has been duly ratified by each respective party and such officer is authorized to affix his signature hereto.

HILLSBOROUGH EDUCATION ASSOCIATION

BY: Gary Thomas Smith  
President

Mary A. Maffei  
SECRETARY

THE BOARD OF EDUCATION OF THE  
TOWNSHIP OF HILLSBOROUGH

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SECRETARY

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