

PERC

A G R E E M E N T

Board of Education of the City of Northfield

and

Northfield Education Association

July 1, 1975 - June 30, 1977



## AGREEMENT

THIS AGREEMENT, made this fifteenth day of September, 1975, by and between the NORTHFIELD BOARD OF EDUCATION, hereinafter referred to as "Board" and the NORTHFIELD EDUCATION ASSOCIATION, hereinafter referred to as "the Association";

### WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions contained herein, it is hereby agreed by and between the parties hereto as follows:

## ARTICLE I

### Recognition

#### A. The Association

The Board of Education recognizes the Northfield Education Association as the exclusive representative for collective negotiation concerning grievances and terms and conditions of employment for all certificated educational employees employed under contract, including all teachers, nurses, library-media specialists, counselors, but excluding all staff designated as administrative and supervisory personnel, and per diem teachers. Within the Agreement, summer school staff is excluded from this definition.

#### 1. Definition of teacher

Unless otherwise indicated the term "teacher", when used hereinafter in this Agreement, shall refer to all certificated educational employees represented by the Association in the negotiating unit as above defined.

## ARTICLE II

### Negotiation of Successor Agreement

#### A. Deadline date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin in accordance with the rules and regulations of the Public Employment Relations Commission. Any Agreement so negotiated shall apply to all teachers, be reduced

## Article II (Cont.)

to writing, be signed by the Board and by the Association, and be ratified by the Association and adopted by the Board.

B. Modification

This Agreement incorporates the entire understanding of the parties and 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. Definitions1. Grievance

A "grievance" is a claim by a teacher, or teachers based upon violation of this Agreement.

2. Aggrieved person

An "aggrieved person" is the teacher or teachers making the claim.

B. Purpose

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

C. Procedure1. Time limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. A grievance must be instituted within thirty (30) days of occurrence. The time limits specified may, however, be extended by mutual agreement.

2. Year end grievances

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, the time limits

## Article III (Cont.)

set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

3. Level one

A teacher with a grievance shall first discuss it with the principal or immediate superior with the objective of resolving the matter informally.

4. Level two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the employee shall set forth the grievance, in writing, to the principal or immediate supervisor, specifying:

- a. The nature of the grievance and the injury or loss.
- b. The results of previous discussions.
- c. A statement of relief sought.

Upon receipt of the grievance, the principal or immediate supervisor shall send a copy of the grievance to the superintendent. The principal or immediate supervisor shall communicate the decision to the employee and the superintendent in writing, within five (5) school days of receipt of the written grievance.

5. Level three

If the aggrieved person is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within five (5) school days after presentation of the grievance, the aggrieved person may file the grievance in writing with the superintendent, and, at the discretion of the employee with the Association, within five (5) school days after the decision at level one or ten (10) school days after the grievance was presented, whichever is sooner.

6. Level four

If the aggrieved person is not satisfied with the disposition of the grievance at level three or if no decision has been rendered within five (5) school days after the grievance has been delivered to the superintendent, the aggrieved person may, within five (5) school days after a decision by the

## Article III (Cont.)

superintendent or ten (10) school days after the grievance has been delivered to the superintendent, whichever is sooner, appeal in writing for a hearing by the Board or a committee thereof for a review of the grievance.

7. Level five

- a. If the aggrieved person is not satisfied with the disposition of the grievance at level four, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board or committee thereof, the Association may, within five (5) school days after a decision by the Board or twenty-five (25) school days after the grievance was delivered to the Board or committee thereof, whichever is sooner, request in writing that the grievance be submitted to arbitration. However, the arbitration procedure does not apply to the following:
  - (1) Any matter for which a method of review is prescribed by law,
  - (2) Any rule or regulation of the State Commissioner of Education,
  - (3) Any by-law, rule, regulation and/or policy of the Board of Education,
  - (4) Any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone,
  - (5) A complaint of a non-tenure teacher which arises by reason of not being rehired,
  - (6) Or a complaint by any certificated personnel occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association.

## Article III (Cont.)

- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory--not binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute. The time lost by the employee must be without pay or charged to personal leave.

D. Rights of teachers to representation1. Teacher and association

Any aggrieved person may be represented in the grievance procedure by a representative of choice at all stages beyond level one.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against the aggrieved person.

E. Miscellaneous1. Meetings and hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only the grievant and the selected representative.

2. Separate grievance file

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants until the conclusion of the grievance.

ARTICLE IV

## Association Rights and Privileges

Mail Boxes

The Association shall have the right to use school mail boxes as it deems necessary without the approval of building principals or other members of the administration.

ARTICLE V

## Teacher Work Year

- A. The in-school work year for teachers employed on a ten-month basis shall not exceed 190 days. New personnel may be required to attend an additional two days of orientation.
- B. The in-school work year shall include days when pupils are in attendance, orientation days, and other days when teacher attendance is required. Teachers who have not completely checked out at the end of the school year may be required to do so on their own time.
- C. Teacher attendance shall not be required whenever student attendance is not required, due to inclement weather.
- D. Those teachers not exercising the educational opportunity of attending the NJEA Convention as cited in the Statutes, Title 18A, shall give two full days of educational service.
- E. On the day before Winter and Spring vacation and the last day of school for pupils, dismissal shall be no later than 1:00 p.m.
- F. The superintendent shall confer with representatives of the Association during preparation of the school calendar.

ARTICLE VI

## Teaching Hours

- A. School hours shall be in accordance with the policy adopted by the Board. Teachers shall be required to report for duty twenty (20) minutes before the pupils' school day begins and remain thirty (30) minutes after the pupils' day ends.
  - 1. In addition to the above, teachers may be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings as deemed necessary by the superintendent.
  - 2. Meetings which take place after the school workday shall



## Article VI (Cont.)

not be called on any day immediately preceding any holiday except in unusual circumstances.

3. The notice of an agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
4. Under normal circumstances a monthly calendar of meetings will be established by the superintendent and made available to all staff members.

ARTICLE VII

## Non-Teaching Duties

The Board and the Association acknowledge that a teacher's primary responsibility is to teach, and that their energies should, to the extent possible, be utilized to this end. Related responsibilities that serve to maintain and improve the quality of education are also important. In line with this emphasis, and to provide additional time for teachers to share in the improvement of schools, the following provisions are included:

1. Teachers shall have a duty-free lunch period except when circumstances may require.
2. Teachers will not be assigned playground duty at lunchtime, except as required by inclement weather or other emergency as determined by the principal or his designee.
3. Central registers shall be maintained for each school.

ARTICLE VIII

## Salaries and Employment Conditions

## A. Salary schedule

1. The salary of each teacher covered by this Agreement is set forth in Schedule A and B which is attached hereto and made a part hereof.

## B. Employment Conditions

1. Credits applied for a change in salary range shall be computed as one (1) credit equals one (1) semester hour; shall be earned from an accredited institution of higher learning

## Article VIII (Cont.)

or approved in-service program, and shall be related to an educational program designed for improvement in an area of responsibility. It shall be the responsibility of the superintendent to approve such credits and certify accuracy in applying for a change in salary range. Credits applied to salary range "M + 15" and "M + 30" shall be earned following the receipt of the masters degree.

2. Employment or adjustment increments may be withheld in whole or in part for inefficiency, incapacity, conduct unbecoming a teacher or other just cause. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.
3. Full time, non-degree, certificated employees shall be paid in accordance with the salary schedule for teachers using a base amount of \$7,600.
4. If a teacher is hired at a salary less than the amount indicated on the salary schedule for the teacher's experience, the teacher shall receive a double employment increment for experience each year until the proper amount as indicated on the salary schedule is reached. If the teacher still is off guide after three years in Northfield, proper placement on the salary guide shall be made in the fourth contract (tenure) year.
5. Credit for previous experience:
  - a. Up to ten (10) years of credit for previous experience as a teacher may be allowed to determine starting salary.
  - b. The starting salary of any teacher shall be any amount agreed upon by the teacher and Board of Education.
  - c. Military experience:
    - (1) Up to four (4) years of credit for military active duty experience shall be allowed to determine position on the salary guide.
    - (2) No credit for military service shall be allowed to determine starting salary.
6. If a teacher anticipates a change in range on the salary schedule for the next school year, written notice to this effect must be given to the superintendent prior to November 15.
  - a. Transcripts showing courses completed shall be evidence of training.

## Article VIII (Cont.)

- b. The adjustment in salary necessary to effect a change in training level shall be in addition to the regular employment and adjustment increments.
  - c. Mid-year salary adjustments shall be effected as the result of status change if the teacher affected provides prior notification of expected status change by November 15 for implementation on February 1 of the succeeding fiscal year.
  - d. As an additional incentive for teachers to continue their graduate studies, and to help defray the cost of tuition, up to two hundred (\$200) dollars per teacher per year will be granted upon completion of courses.
    - (1) Courses taken to comply with State requirements for emergency or provisional certificates do not qualify for reimbursement.
    - (2) To qualify for reimbursement, courses taken shall be part of a regular degree program or shall be directly related to the staff member's present position.
    - (3) Reimbursement shall be made three times a year--July, October, and March.
    - (4) Application for course reimbursement shall be approved by the superintendent prior to enrollment of the course to be taken.
7. The Board of Education shall enroll all eligible employees who apply in the New Jersey Public and School Employees Health Benefits Plan as soon as possible after the date of this Agreement.
- a. The Board agrees to pay the total cost of the individual employee in the above plan if the employee requests coverage.
  - b. The Board agrees to pay one hundred per cent (100%) of the additional costs if an employee requests coverage under the family plan, the husband and wife plan, or the parent and child plan.
8. Sick Leave
- All teachers employed shall be entitled to ten (10) sick leave days each school year. Unused sick leave days shall be accumulated from year to year.

## Article VIII (Cont.)

9. Personal Leave with pay

Leave for unavoidable absence and for special educational purposes shall be granted at the discretion of the superintendent

The provisions for leave at full pay shall be for each school year. No unused days shall be accumulated for use in any subsequent year.

- a. Death or serious illness in the immediate family--an allowance of up to five (5) days leave shall be granted. Immediate family shall be considered husband or wife, father, mother, father-in-law, mother-in-law, child, brother, sister, or any member of the immediate household. Serious illness is interpreted as one causing incapacitation or hospitalization.
- b. Death of other relative or close friend, not a member of the immediate household--an allowance of one (1) day leave shall be granted.
- c. Other emergency--an allowance of up to two (2) days leave may be granted, with prior approval of the superintendent upon confirmation by the immediate supervisor for any of the following reasons:
  - (1) Court subpoena
  - (2) Business which cannot be handled outside school hours.
  - (3) Any other emergency or urgent reason if approved by the superintendent or the Board of Education. Verbal confirmation of the reason for item (2) above, may be given to any of immediate line administrators.
- d. Personal days shall not be taken immediately before or after holidays and vacation periods except in extreme emergencies.
- e. Emergency leave may be used for religious holidays when attendance at school would be contrary to the basic tenets of a teacher's religion. In this case, an extra day emergency leave shall be granted.
- f. Special education purposes--leave for attendance at conventions, workshops, special short courses, or observation of desirable programs in other schools may be granted at the discretion of the superintendent.

## Article VIII (Cont.)

10. Extended Leave without pay

- a. Extended leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system as determined by the superintendent.
- b. Extended leave shall be granted subject to the following conditions:
  - (1) If there are sufficient qualified applicants, leaves shall be granted to no more than two teachers at any one time.
  - (2) Requests for extended leave must be received by the superintendent in writing in such form as may be mutually agreed upon by the Association and the superintendent, no later than January 1, and action must be taken on all such requests no later than February 1 of the school year preceding the school year for which the extended leave is requested.
  - (3) The teacher must have completed at least five (5) full years of service in the Northfield school system.
  - (4) The Board shall include the teacher on its list of employees protected by New Jersey Public and School Employees Health Benefits in accordance with State regulations. The teacher shall prepay the Board for the health benefits premiums.
  - (5) All tenure, seniority, salary increment, pension and retirement rights shall be retained by and accrued to the teacher on leave in the same manner as if the teacher were not on leave.
  - (6) Upon return from such leave, the teacher shall be placed on the salary schedule at the level which would have been achieved had the teacher remained employed in the system.
  - (7) If the leave is for travel, the teacher shall submit a detailed written report after return to service. A transcript of credits is acceptable in lieu of a written report if the leave is for graduate study.
  - (8) Any teacher who does not return to employment upon the termination of a leave and continue therein for

## Article VIII (Cont.)

a period of at least two (2) years shall be liable for conduct unbecoming a teacher and the Board may take appropriate action.

(9) Leave may be granted for either a full or half-year.

11. Leaving the building

Teachers may leave the building without requesting permission during their scheduled duty-free lunch period.

12. Extra-curricular remuneration

Teachers supervising clubs and activities which meet outside the normal school hours will receive one hundred (\$100) dollars per year additional remuneration with the following stipulation:

- a. Unless approved by the superintendent, no teacher may supervise more than one activity except under extraordinary circumstances.
- b. All such clubs and activities shall be approved by the principals and superintendent, and shall be subject to periodic review.
- c. Approval shall be on an annual basis.
- d. Intramurals shall be excepted from this scale. The director shall receive \$350 and the assistant \$250 per year additional remuneration for conducting this activity.

13. Teachers shall have the option of being paid on the following plans: Payments will be made on the fifth and twentieth of each month.

Plan I      Twenty equal payments

Plan II     Twenty-four equal payments

14. Teachers shall be reimbursed for necessary travel at 12¢ per mile for the 1975-76 school year and at 14¢ per mile for the 1976-77 school year.

ARTICLE IX

## Miscellaneous

A. Board Policy

This agreement shall be construed as Board policy for the term

## Article IX (Cont.)

of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy. Likewise, the Association and members thereof agree to be bound by this Agreement.

B. Severability

If any provision of this Agreement or any application of this Agreement to any employee 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. Compliance between individual contract and master agreement

Any individual contract between the Board and an individual teacher, heretofore, or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during this duration, shall be controlling.

D. Non-Waiver

Nothing contained in any section or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board waived rights which are to be retained by the Board.

E. Printing Agreement

Copies of this Agreement shall be printed at the joint and equal expense of the Board and the Association after agreement on the format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed by the Board.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1975, and shall continue in effect until June 30, 1977.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers, and where corporations, for their corporate seals to be placed thereon, the day and year first above written.

NORTHFIELD EDUCATION ASSOCIATION

BY: *Ray W. [unclear]*  
President

BY: *Norman A. Ritti*  
Secretary

NORTHFIELD BOARD OF EDUCATION

BY: *Margaret [unclear]*  
President

BY: *[unclear]*  
Vice-President

BY: *[unclear]*  
Superintendent

BY: *Lawrence E. [unclear]*  
Secretary



SCHEDULE A

1.0 The following salary guide shall be in effect for the 1975-76 school year:

	<u>B</u>	<u>B + 15</u>	<u>B + 30</u>	<u>M</u>	<u>M + 15</u>	<u>M + 30</u>
1	8,850	9,250	9,650	10,050	10,450	10,850
2	9,250	9,650	10,050	10,450	10,850	11,300
3	9,650	10,050	10,450	10,950	11,350	11,800
4	10,050	10,450	10,950	11,450	11,850	12,400
5	10,450	10,950	11,450	11,950	12,350	13,000
6	10,950	11,450	11,950	12,450	12,950	13,600
7	11,450	11,950	12,450	13,000	13,550	14,200
8	11,950	12,450	12,950	13,550	14,150	14,800
9	12,450	12,950	13,450	14,100	14,750	15,400
10	12,950	13,450	13,950	14,700	15,350	16,000
11	13,550	14,050	14,550	15,300	15,950	16,600
12	14,150	14,650	15,150	15,900	16,550	17,200
13	14,750	15,250	15,750	16,500	17,150	17,800
14	15,450	15,950	16,450	17,100	17,750	18,400
					18,450	19,100

2.0 No teacher shall receive less than a three hundred (\$300.00) dollar increment.

SCHEDULE B

The following salary guide shall be in effect for the 1976-77 school year:

	<u>B</u>	<u>B + 15</u>	<u>B + 30</u>	<u>M</u>	<u>M + 15</u>	<u>M + 30</u>
1	9,100	9,400	9,800	10,300		
2	9,650	9,950	10,350	10,850		
3	10,200	10,500	10,900	11,400	11,900	
4	10,750	11,150	11,550	12,000	12,500	
5	11,300	11,700	12,100	12,600	13,100	13,600
6	11,850	12,250	12,650	13,200	13,700	14,200
7	12,400	12,800	13,200	13,800	14,300	14,800
8	12,950	13,350	13,750	14,400	14,900	15,400
9	13,500	13,900	14,350	15,000	15,500	16,000
10	14,000	14,450	14,900	15,600	16,100	16,600
11	14,500	15,000	15,500	16,200	16,700	17,200
12	15,000	15,550	16,100	16,800	17,300	17,800
13	15,500	16,100	16,750	17,400	17,900	18,400
14	16,000	16,650	17,300	18,000	18,500	19,000
15				18,600	19,100	19,600