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THIS BOOK DOES  
NOT CIRCULATE

CONTRACT AGREEMENT

BETWEEN

THE MAYWOOD BOARD OF EDUCATION

AND

THE MAYWOOD EDUCATION ASSOCIATION

COVERING THE PERIOD

JULY 1, 1973 to JUNE 30, 1974

July 1, 1973

In consideration of the following mutual covenants, it is hereby agreed by and between the Board of Education of the Borough of Maywood, New Jersey, hereinafter called the Board, and the Maywood Education Association, Inc., hereinafter called the Association, as follows:

Article 1 - Recognition

A. WHEREAS, the Association has represented to the Board that a majority of the employees of the Maywood School District in the categories listed below has designated the Association as its representative for the purpose of collective negotiations with the Board,

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the provisions of Chapter 303, Public Laws of 1968 of the State of New Jersey, the Board does hereby recognize the Association as the exclusive representative with which said Board will negotiate concerning the terms and conditions of employment of:

Non-supervisory Professional Personnel

Secretaries

Clerks

Custodians

Cafeteria Personnel

B. Unless otherwise indicated, the term Association Member, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit.

- C. Unless otherwise indicated, the term Teacher, when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association and references to male teachers shall include female teachers.
- D. The parties agree that the Board reserves all rights, authority and responsibilities, in accordance with applicable laws and regulations, not otherwise affected by the provisions of this agreement.

#### Article 2 - Negotiation Procedure

- A. The Board and the Association agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 (NJSA 34:13A-5.1 et seq) a copy of which is attached hereto, in good-faith effort to reach agreement on all matters concerning the terms and conditions of Association members' employment.
- B. Requests for negotiation meetings from the Association must be directed to the President of the Board by way of the Superintendent, in writing. Requests for such meetings from the Board must be made in writing to the President of the Association via the Superintendent. A mutually convenient meeting date shall be set within fifteen (15) school days of receipt of the request.
- C. Meetings will be conducted in accordance with an agreed-upon written agenda prepared and distributed in advance by the Superintendent in consultation with the representatives of the Board and the Association. Agendas may be expanded during any meeting to include other topics, by mutual agreement.

- D. This agreement, subject to NJSA 34:13A-5.1 eq seq, incorporates the entire understanding of the parties.
- E. 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 3 - Grievance Procedure

#### A. Definition

1. A grievance is a claim by an employee or his representative that he has suffered harm by the interpretation, application or violation of policies, agreements, and administrative decisions affecting him.
2. A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.

#### B. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
- (b) It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and

regulations of the Board until such grievance and any effect thereof shall have been duly determined.

2. Any employee grievant who has a grievance shall discuss it first with his principal or immediate superior in an attempt to resolve the matter informally at that level. The superior shall give his decision within five (5) school days.
3. The employee grievant, no later than five (5) school days after receipt of the written decision of his principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying:
  - (a) The nature of the grievance.
  - (b) The nature and extent of previous discussions.
  - (c) The results of previous discussions.
  - (d) His dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association, and to the principal or other immediate superior.

4. If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach

all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at its option, hold a hearing with the employee grievant and an association representative and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of receipt of the grievance, or, after the close of the hearing, if granted.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he wishes review by a third party, and if the Association determines that the matter should be reviewed further, he shall so advise the Board through the Superintendent within twenty (20) school days of receipt of the Board's decision.

However, the Board's decision shall be final and binding on the grievances concerning:

- (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
- (b) A complaint of a non-tenure teacher which arises by reason of his not being re-employed; or
- (c) 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 either is not possible or not required.

(d) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

6. (a) The following procedure shall be used to secure the services of an arbitrator:

(1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing nor subtract anything from the agreement between the parties, or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory.

(c) Rights of Employees to Representation:

(1) Any aggrieved person may be represented at all stages

of the grievance procedure by himself, or at his option, by the Association or by a representative selected or approved by the Association.

(2) When an employee, if not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in existence and shall be notified of the result.

7. 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.
8. 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, or if it is filed after the end of the school year, then the time limits shall be established by counting weekdays, except recognized legal holidays, following the end of the school year's school days.

Article 4 - Association Members Rights and Personal and Academic Freedom

- A. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association or any other employee organization, or to refrain from any such activity, for the purpose of engaging in collective negotiations and other concerted legal activities for mutual aid and protection



Article 5 - Professional Development and Educational Improvement

A. The Board of Education agrees to implement the following at the beginning of the 1973-1974 school year.

1. The Association member must have approval for courses from the Superintendent prior to registration for said courses. Reimbursement is given for 100% of the tuition costs up to \$500. for a full year. (July 1, to June 30)  
Final approval for the reimbursement will be given after the Association member has shown evidence of satisfactory course completion.
2. To pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by Association members attending conferences, workshops, seminars, in-service training programs or other such sessions approved by the Superintendent or his designated alternate.
3. Credit for approved courses will be awarded on the basis of sixteen (16) hours attendance per credit per course.

Article 6 - Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- B. The Board after appropriate consultation with teachers will establish a method of evaluating teachers and such method will be carried out by the Administration. Further, the Board has the right to change and improve the system at any time.

Article 7 - Teacher Employment

- A. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1973-74 school year in accordance with the schedule.
- B. It shall be the policy of the Board of Education, for the purpose of establishing initial placement on the Maywood salary schedule in force at the time of employment, to give full credit to a maximum of fifteen (15) years for prior teaching experience acceptable to the Board of Education and prior to the commencement of duties in the Maywood Public Schools.
- C. Teachers shall be notified in writing of their contract and salary status, if known, for the ensuing school year no later than April 30. Teachers will be given notifications within 30 calendar days after such has been established.

Article 8 - Leave of Absence

- i. A. Personal Sick Leave  
(This is covered in the Board's "Policies & Bylaws" #4151.1)
- B. Death in the Family  
(This is covered in the Board's "Policies & Bylaws" #4151.3)
- C. Visiting Days  
(This is covered in the Board's "Policies & Bylaws" #4151.4)
- D. Personal Business  
(This is covered in the Board's "Policies & Bylaws" #4151.4)

2. Extended Leaves of Absence  
(This is covered in the Board's "Policies & Bylaws" #4152)
3. Sabbatical Leave  
(This is covered in the Board's "Policies & Bylaws" #4152.1)
4. An Association member who returns to the Maywood School System upon termination of a leave granted under policy 4152.2, paragraph 2, shall be placed on the salary schedule at the level he would have achieved if he had not been on leave.
5. A. Maternity Leave  
(This is covered in the Board's "Policies & Bylaws" #4152.3)  
B. Adoption Leave  
(This is covered in the Board's "Policies & Bylaws" #4152.3)
6. Military Leave  
(This is covered under NJSA 18A:6-33; 18A:28-12; 18A:29-11 and in the Board's "Policies & Bylaws" #4152.4)
7. Health & Hardship Leave  
(This is covered in the Board's "Policies & Bylaws" #4152.5)
8. Other Leaves  
(This is covered in the Board's "Policies & Bylaws" #4152)

#### Article 9 - Insurance Protection

- A. The Board shall provide the health-care insurance protection designated below, and shall pay the full premium for each employee and his family.
  1. For each full-time Association member who remains in the

employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, premiums in behalf of the employee and his family shall be paid retroactively or prospectively to assure uninterrupted participation and coverage.

2. Provision of the health-care insurance program shall be detailed in master policies and contracts by the Board. These plans shall include at least the same benefits provided in the 1972-73 school year.

B. The Board shall provide to each employee a description of the health-care insurance coverage provided under this Article, no later than the beginning of the 1973-74 school year, which shall include a clear description of conditions and limits of coverage.

#### Article 10 - Deduction from Salary

A. The Board agrees to deduct Association dues from the salaries of the members. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education.

#### Article 11 - Salaries

A. The salaries of all employees covered by this agreement are set forth in the schedules which are attached hereto and made a part hereof.

B. Summer Payment Plan

(This is covered by NJSA 18A:29-3)

C. September Payment Plan

September salary payments will have all deductions taken from the teacher's gross salary. The net salary will be divided into three (3) equal installments. The first installment will be issued on the first day of school, the second on September 15, and the third on September 30.

D. Terminal Pay Plan (Retirement Compensation Plan)

(This is covered in the Board's "Policies & Bylaws" #4146)

E. Annuities and Insurance

(This is covered by NJSA 18A:66)

Article 12 - Teaching Hours and Teaching Load

A. 1. All teachers shall have a duty-free lunch period.

(This is covered by N. J. Administrative Code 6:3-1.15)

Article 13 - Non-Professional Personnel Employment

A. The salaries of all employees covered by this agreement are set forth in the schedules which are attached hereto and made a part hereof.

B. To determine the initial salary of non-professional employees, the Board may give credit of up to two (2) years for previous work experience acceptable to the Board.

C. Explanation of Clerk & Secretary Classification Guides

1. Classification #1 - Switchboard Operator

This category includes all switchboard operators who work seven (7) hours per day for the school calendar year (190 days).

2. Classification #2 - Secretary

For secretaries in school offices (Principals or Guidance) who work seven (7) hours per day for the school calendar year (190 days), plus two (2) weeks in the summer.

3. Classification #3 - Secretary

For secretaries who work twelve (12) months per year, seven (7) hours per day, except twelve (12) paid holidays or substitute days therefor, at the discretion of the administrator.

D. Vacation: Classification #1 & 2 - Switchboard Operator & Secretary

1. 5 months - 12 months service prior to June 30, 1 week paid vac.  
 1 year - 5 years " " " 2 weeks " "

Vacation: Classification #3 - Secretary & Maintenance Men & Custodians

2. 5 months - 12 months service prior to June 30, 1 week paid vac.  
 1 year - 5 years " " " 2 weeks " "  
 6 years - 10 " " " 3 " " "  
 11 years - 20 " " " 4 " " "

3. Switchboard operators, secretaries, maintenance men and custodians actively at work for the period specified above will be eligible for vacation with pay as shown. Vacations may not be accumulated from year to year.

4. For switchboard operators and secretaries on Classification #1 and #2, vacation pay is calculated at the hourly rate of current contract salary.

5. Secretaries on Classification #3 are to be given vacation time off with pay as eligible.

E. Holidays

All 12 month professional and non-professional employees are entitled to the following 12 paid holidays:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day

7. Columbus Day
8. Veterans Day
9. Election Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Day

It is understood that should school be in session during any of the above days, these personnel will be required to elect compensatory days which must meet with the approval of the Superintendent of Schools.

Article 14 - Miscellaneous Provisions

- A. This agreement constitutes 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 Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to State or Federal 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. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

- D. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed, and shall be presented by the Board to all employees now employed, hereafter employed, or considered for employment by the Board.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following addresses:
1. If by Association, to Board at  
  
Secretary to the Board  
Maywood Public Schools  
Maywood Avenue  
Maywood, New Jersey 07607
  2. If by Board, to Association at  
  
President, Maywood Education Association  
Maywood Public Schools  
Maywood Avenue  
Maywood, New Jersey 07607
- F. 1. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.
2. The Superintendent of Schools shall have the power to recommend to the Board of Education the withholding of any salary increment and/or adjustment for inefficiency, misconduct, insubordination, violation of policies and/or the provisions of this Agreement and for other good cause.



3. Whenever the withholding of an increment shall be proposed, the individual concerned shall be given written reasons for such withholding, two (2) months in advance of the Superintendent of School's recommendation to the Board. Should such remedy not be effected, said individual shall have the right appeal in accordance with the Grievance Procedure contained in this contract.

Article 15 - Duration of Agreement

- A. This agreement shall be in effect from July 1, 1973, to June 30, 1974.
- B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective President, attested to by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

MAYWOOD EDUCATION ASSOCIATION

MAYWOOD BOARD OF EDUCATION

By Frank Paparozzi  
President

By Louis Lombardi  
President

By Yvonne Niedermuer  
Secretary

By Olga Gundersen  
Secretary

## MAYWOOD BOARD OF EDUCATION

Maywood, New Jersey

Teacher's Salary Schedule for the 1973-74 School Year

<u>STEP</u>	<u>GROUP I</u> <u>BACHELOR OF ARTS</u>	<u>GROUP II</u> <u>MASTER OF ARTS</u>	<u>GROUP III</u> <u>MASTER OF ARTS + 30 CR.</u>
1	1.00 - \$ 9,020.	1.15 - \$10,373.	1.30 - \$11,726.
2	1.05 - 9,471.	1.20 - 10,824.	1.35 - 12,177.
3	1.10 - 9,922.	1.25 - 11,275.	1.40 - 12,628.
4	1.15 - 10,373.	1.30 - 11,726.	1.45 - 13,079.
5	1.20 - 10,824.	1.35 - 12,177.	1.50 - 13,530.
6	1.25 - 11,275.	1.40 - 12,628.	1.55 - 13,981.
7	1.30 - 11,726.	1.45 - 13,079.	1.60 - 14,432.
8	1.35 - 12,177.	1.50 - 13,530.	1.65 - 14,883.
9	1.40 - 12,628.	1.55 - 13,981.	1.70 - 15,334.
10	1.45 - 13,079.	1.60 - 14,432.	1.75 - 15,785.
11	1.50 - 13,530.	1.65 - 14,883.	1.80 - 16,236.
12	1.55 - 13,981.	1.70 - 15,334.	1.85 - 16,687.
13	1.60 - 14,432.	1.75 - 15,785.	1.90 - 17,138.
14	1.65 - 14,883.	1.80 - 16,236.	1.95 - 17,589.
15	1.70 - 15,334.	1.85 - 16,687.	2.00 - 18,040.

Adopted: 1/8/73