

4-0063  
06-05  
THIS AGREEMENT is made and entered into this 14th  
May, Nineteen Hundred and Seventy-three.

BETWEEN THE BOARD OF EDUCATION OF THE BOROUGH  
OF FAIRFIELD, ESSEX COUNTY, NEW JERSEY  
hereafter the "Board";

**THIS BOOK DOES  
NOT CIRCULATE**

AND THE FAIRFIELD EDUCATION ASSOCIATION  
hereafter the "Association";

WHEREAS, pursuant to the requirements of the New Jersey  
Employer-Employee Relations Act, agreements reached between  
public employers and the majority representative of an  
appropriate employee unit, regarding terms and conditions  
of employment, shall be embodied in writing, signed by the  
authorized representatives and filed with the New Jersey  
Public Employment Relations Commission; and

WHEREAS, these certain agreements have been reached  
between the Board and the Association, the said Association  
being the recognized exclusive representative of the unit  
of the Board's employees, consisting of regularly employed  
teachers, nurses, learning disabilities teachers, librarians,  
supplemental teachers, speech correctionists, art teachers,  
reading teachers, physical education teachers, vocal and  
instrumental music teachers, and special education teachers.

NOW, THEREFORE, it is mutually agreed between the Board  
and the Association as follows:

1973-1974

ARTICLE I

DURATION OF AGREEMENT

This Agreement, dated as above, shall take effect on July 1, 1973 and shall continue in full force and effect without change until June 30, 1974.

ARTICLE II

COMPENSATION

The salary schedule pertaining to teachers, learning disabilities teachers, teacher librarians, remedial reading teachers, nurses, speech correctionists, art teachers, physical education teachers, vocal and instrumental music teachers and special education teachers shall be as set forth on Schedule A annexed hereto and made a part hereof. The salary schedule for all other personnel who are in job categories included in the unit represented by the Association and whose salaries are not otherwise set forth on Schedule A shall be as set forth on Schedule B annexed hereto and made a part hereof.

ARTICLE III

MEDICAL INSURANCE COVERAGE

The Board hereby agrees to pay 100% of the group rate cost for providing Blue Shield and Blue Cross with Rider J coverage and Major Medical coverage, single plan for all employees not covered for like benefits by self or spouse in a plan outside the group. In addition, the Board will pay 100% of the group rate for family coverage as specified above for all those employees in the Association's unit who elect all or a portion of paid coverage.

The Board reserves the right to elect participation in the State or other medical plan.

ARTICLE IV

GRIEVANCE PROCEDURE

The grievance procedure to obtain shall be as set forth on Schedule C annexed hereto and made a part hereof.

ARTICLE V

SICK LEAVE

- A. As of September 1, 1973, all full-time teachers employed by the Board shall be entitled to twelve (12) sick leave days each school year. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. In the case of frequent or intermittent absence, a teacher may be required to produce evidence of illness at the request of the superintendent or building principal. For any absence of five consecutive working days or over, a doctor's certificate must be presented.
- C. A teacher who is employed for a term of employment under contract, or appointed as a permanent substitute, for less than one school year will be granted sick leave privileges on a pro rata basis of one day per month for the term of the contract.
- D. Teachers shall be given a written account of accumulated sick leave days on or before September 15th of each school year.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

A. Personal Leave

It is recognized that emergency situations arising from personal, legal, business, household or family matters do occur and require the absence of the teachers during school

hours. Application for personal leave should be filed with the school administrator in advance of the day or days needed, when possible. Up to two (2) days with pay may be approved by the superintendent for this purpose within one school year. Teachers are required to state the reason for such requests. These requests shall remain confidential.

B. Death

1. Up to five (5) days shall be granted at any one time in the event of death in the immediate family. Immediate family shall be considered father, mother, spouse, child, brother, sister, or any other member of the immediate household.
2. One day, subject to the approval of the superintendent, shall be granted at any one time in the event of death in the non-immediate family. Approval shall not be unreasonably withheld.

C. Temporary Active Military Duty

Time necessary shall be granted for persons called into temporary active duty during the school year, of any unit of the U. S. Reserves or the State National Guard. A teacher shall be paid his regular pay in addition to any pay which he received from the State or Federal Government for a period not exceeding sixty (60) days.

- D. Leaves taken pursuant to this section shall be in addition to any sick leave to which the teacher is entitled under Article V.

ARTICLE VII

EXTENDED LEAVE OF ABSENCE

A. Military Leave

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery from any wound or sickness at the time of discharge.

B. Illness in the Family

At the discretion of the Board, teachers under tenure may be granted a leave of absence without pay of up to one year for the purpose of caring for a sick member of the teacher's immediate family as defined in Article VI-B. An extension of this leave may be granted at the discretion of the Board.

C. Good Cause

Other leaves of absence may be granted by the Board.

NOTE: The Board's decision in determining to award or not to award a leave of absence for illness in the family or other good cause shall not be subject to the filing of a grievance.

ARTICLE VIII

MATERNITY LEAVE

Maternity leave shall be accorded consistent with present practice. At such time as the constitutionality of maternity leave policies are rendered more certain at the judicial level, they will be incorporated into current practice.

ARTICLE IX

TEACHING HOURS AND TEACHING LOAD

- A-1. All professional employees shall indicate their presence for duty by placing a check mark and their initials in an appropriate column of the faculty sign-in and sign-out roster.
- A-2. The arrival and departure time shall be designated; however, the total in-school workday shall in general not consist of more than seven (7) hours and fifteen (15) minutes which shall include a lunch period. On days preceding vacation periods or on half-session days, the teachers' workday may end at the conclusion of the students day, subject to the approval of the building principal.
- A-3. It is understood that the aforementioned time schedule shall not apply for faculty or curriculum meetings and parent or student conferences. It is further understood that situations may occur from time to time that require the teacher to be available at the discretion of the building principal for after-school activities, additional school help for students, and for attendance at school or P.T.A. functions in the evening.
- B. Teachers may leave the building during their scheduled duty-free lunch period, but shall initial a sign-in and sign-out "Out of Building" record.

## ARTICLE X

### TUITION REIMBURSEMENT FOR ADVANCED STUDIES

#### A. Eligibility

Teachers employed in Fairfield and enrolled at a recognized institution for the purpose of advanced (graduate) study in the field of education.

#### B. Reimbursement

1. Financial assistance under this policy is limited to 75% (seventy-five percent) of the cost of tuition and initial registration fees, (excluding books) to a maximum of \$200 in any calendar year.
2. Tenure teachers will receive reimbursement to the extent of this policy immediately upon completion of the approved course of study.
3. Non-tenure teachers will be reimbursed during their fourth year in Fairfield to the full extent of this policy for courses taken during non-tenure years.
4. Satisfactory evidence of course completion and receipts for tuition and fees must be submitted for reimbursement approval under this policy.

#### C. Approvals

All courses and programs for advanced study to be reimbursed under this program will have prior approval of the superintendent.



D. General

1. Courses taken for certification will not be reimbursed under this program.
2. Courses shall be taken at a time that does not conflict with the duties or hours of the school program.

ARTICLE XI

SUBSEQUENT NEGOTIATIONS PROCEDURE

The Board and the Association agree that negotiations between the Board and the Association concerning the terms and conditions of employment for the contract which shall succeed this Agreement shall commence no later than October 1, 1973, shall thereafter continue at reasonable times, and shall continue on a schedule determined at the first meeting and shall thereafter proceed with a view towards concluding the same on or before December 30, 1973.

ARTICLE XII

NON-REPRISAL FOR NEGOTIATIONS PARTICIPATION

No employee participating in the negotiation procedure shall be subject to coercion, restraint, discrimination, or reprisal in his employment by reason of such participation.

ARTICLE XIII

ENTIRE AGREEMENT

This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the term of the Agreement, neither party shall be required to re-negotiate concerning said issues for the period covered herein. However, in the event that the parties concur, this agreement may be supplemented or modified by agreements negotiated and reduced to writing by the parties to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year aforesaid.

FOR THE BOARD

Clayton M. Mason  
Secretary

Theodore Lovett  
President

FOR THE ASSOCIATION

Wacalio Cerino  
Secretary

Dorothy Fleet  
President

FAIRFIELD BOARD OF EDUCATION

SCHEDULE A

TEACHERS' SALARY GUIDE 1973-74

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+32</u>
1	8,600	9,000	9,500	9,900	10,400
2	8,950	9,350	9,850	10,250	10,750
3	9,300	9,700	10,200	10,600	11,100
4	9,700	10,100	10,600	11,000	11,500
5	10,100	10,500	11,000	11,400	11,900
6	10,500	10,900	11,400	11,800	12,300
7	10,900	11,300	11,800	12,200	12,700
8	11,300	11,700	12,200	12,600	13,100
9	11,700	12,100	12,600	13,000	13,500
10	12,100	12,500	13,000	13,400	13,900
11	12,550	12,950	13,450	13,850	14,350
12	13,000	13,400	13,900	14,300	14,800
13	13,500	13,900	14,400	14,800	15,300
14	14,050	14,450	14,950	15,350	15,850
15	14,600	15,000	15,500	15,900	16,400
16			16,100	16,500	17,000
17					17,600

NOTES

1. Teachers with prior public school service may be granted full credit for teaching experience up to 10 years.
2. Credit will be granted for two years military service with Honorable Discharge. Combined teaching and military service is not to exceed twelve years service.
3. Non-degree teachers shall advance one-half step yearly on the guide.
4. Annual increments for satisfactory service shall be granted by the Board of Education upon recommendation of the chief school administrator. The Board of Education reserves the right upon recommendation of the chief school administrator to withhold, decrease or reinstate any annual increment or adjustment. (18A:29-14)

SCHEDULE B

SUPPLEMENTAL TEACHERS

Supplemental Teachers shall be compensated  
at the rate of \$6.50 per hour.

SCHEDULE C  
GRIEVANCE PROCEDURE

A. Statement of Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative level, appropriate solutions to grievances of employees through predetermined and orderly procedures which shall be made available to all employees in an atmosphere free of coercion, interference, restraint, discrimination or threat of reprisal. However, it is to be noted and emphasized that the existence of this procedure is not necessarily intended to encourage the utilization hereof as a primary or first-instance means for the resolution of all grievances, rather employees, should they so elect, are specifically encouraged to seek resolutions of grievances through informal discussions on a day-to-day-to-day basis between relevant parties and thence to resort to the utilization of this more formal procedure should informal means fail to produce a satisfactory resolution.

B. Definition of Terms

1. **Grievance:** A grievance shall mean a complaint by an employee that there has been as to him a misinterpretation, misapplication or violation of any of the

SCHEDULE C  
GRIEVANCE PROCEDURE

provisions of the agreement (to which this grievance procedure is annexed) or of any policy or administrative decision of the Board. However, the term "grievance" shall not apply to any matter for which (a) a method of review is prescribed by law or State Board Rule; or wherein (b) the Board of Education is without authority to act; or wherein (c) a complaint relates to the non-renewal or termination on notice of a non-tenure employee's contract.

2. Employee: Said term shall include any regularly employed individual, whether full or part time, receiving compensation from the Board. It shall not include itinerant employees such as substitutes, nor shall it include, in their capacity as such, employees of collateral ventures of the Board such as the summer school, nor shall it include the Chief School Administrator of Schools.
3. Immediate Superior: Said term shall mean the person to whom the grieved employee is directly responsible under the organizational scheme prevailing in this school district at the time that any grievance accrues.

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GRIEVANCE PROCEDURES

C. General Principles

1. No employee participating in the grievance procedure herein outlined, whether as a party or a representative, shall be subject to coercion, restraint, discrimination or reprisal in his employment by reason of such participation.
2. Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal day-time hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board of Education.
3. The aggrieved employee shall have the right to be represented at all stages of the procedure, either by counsel or by an appropriate officer or designee of the Association. However, if a representative is to be present on behalf of the aggrieved, notification thereof shall be given in advance.

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4. Stipulated times provided for herein are intended as outer limits to be strictly adhered to, except in cases of interruption of school by reason of vacation or summer recess, in which events the aggrieved party and his superior at the then pending stage of the grievance shall agree to appropriate extensions of time commensurate with the time lost by reason of the interruption of school.
5. This policy generally provides for three stages of procedure, and in the case of most employees it will operate at all stages. However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate superior, and he shall follow the procedure therefor as outlined herein.
6. This grievance procedure and the administration hereof shall, in all respects, comply with the laws and statutes of the State of New Jersey and with the Rules



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and Regulations of the State Board of Education, and to the extent that any provision of this procedure or the administration hereof in any given case conflicts with any said law, statute, rule or regulation, then the conflicting portion of this policy or the administration thereof in the particular case shall be null and void.

D. Procedure

1. Stage I

An employee having a grievance shall present it in the first instance to his immediate superior within fifteen (15) school days after the occurrence of the event or events giving rise to the same. The Presentation may be oral; however, the immediate superior shall be specifically advised that the employee is invoking the formal procedure for herein. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his determination within five (5) school days from the date of the original presentation of the

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grievance. The said advice shall be given either orally or in writing in the discretion of the Stage I superior.

2. Stage II

In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, he shall file a written Petition on the grievance form with the Superintendent within five (5) school days from the receipt of notice of the determination arrived at in Stage I, and he shall forthwith deliver a copy of his Petition to the Administrator who made the determination at the Stage I level.

Failure to petition within the said five (5) school days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.

The Petition to be filed shall contain at least the following:

- (a) A brief description of the grievance and the essential facts relating thereto, including an identification of the provisions of the Agreement

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or Board policy which it is alleged have been misinterpreted, misapplied or violated.

(b) The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.

(c) The aggrieved's understanding of the Stage I determination.

(d) A description of the action requested to be taken or of the relief requested to be granted by the Superintendent.

(e) The signature of the aggrieved, which signature shall constitute a representation that the Petition's contents are accurate and that it is filed in good faith for the purposes stated therein.

Upon receipt of the Petition, the Superintendent shall direct the administrator making the Stage I determination to submit a written response to the Petition setting forth his understanding of the following:

(1) The nature of the grievance and the essential facts relating thereto and the provisions of

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the contract or of the Board policy which are alleged to be involved.

- (2) The dates upon which the Stage I proceeding was commenced and then determined.
- (3) The determination made at Stage I and the reasons therefor.
- (4) The signature of the Stage I Administrator, which signature shall constitute a representation that the determination made by him was arrived at free of an atmosphere of bias or prejudice directed towards the aggrieved.
- (5) Both the Petition and the Stage I Administrator's answer thereto shall be made available to the parties concerned.
- (6) Utilizing the Petition and the Stage I Administrator's answer and all other information and data which the Superintendent may determine to hear and consider in connection with the grievance, the said Superintendent shall then proceed to determine the matter,

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and he shall advise the parties of his determination within 12 school days from the date upon which the Petition was first filed with him. His determination shall be in written form.

3. Stage III

In the event the aggrieved is not satisfied with the determination arrived at in Stage II, the petition should be filed with the Board Secretary within five (5) school days from the receipt of notification of the Stage II determination, and he shall forthwith deliver a copy thereof to the Superintendent.

Failure to file a Petition within the said five (5) school days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.

The Board Petition to be filed with the Board Secretary shall contain at least the following:

- (a) An incorporation by reference of the Stage II Petition and answer, copies of which shall be

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delivered to the Board Secretary.

- (b) The date upon which the aggrieved was informed of the Stage II determination.
- (c) A description of the action requested to be taken or the relief requested to be granted by or from the Board.
- (d) The signature of the aggrieved, which signature shall constitute a certification as herein above provided for.
- (e) Promptly after the filing of the Board Petition, the Superintendent shall prepare a full and complete written report of his findings and determination made at the Stage II level, if one has not been previously prepared, and he shall file the same with the Board and deliver a copy thereof to the aggrieved.
- (f) Thereafter, the Board shall proceed to hear the matter as promptly as possible, but not later than ten (10) school days. The hearing shall be based upon the filed documents aforementioned unless the aggrieved or the Stage II Administrator

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requests the Board to schedule a hearing date for the presentation of other matters in which event the Board shall do so and a secretary will be retained for the purpose of recording all pertinent data to a hearing of a grievance presented at the third stage. Copies of this data will be furnished to each participant at said hearing and based on this transcript the Board shall then render its determination of the issue or issues presented by the grievance orally.

- (g) If requested, a third party shall hear and review the involved data and will render advice on the issues. The selection of a third party shall be by mutual agreement. It is further understood and agreed that the said advice will in no way be binding on either party. Costs to obtain a third party, if any, shall be shared equally by the parties involved. Minutes of this action will not be released to any other Party except by mutual agreement

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of the Parties concerned.

- (h) The Board shall then render its final determination of the issue or issues presented by the grievance within thirty (30) days from the date of the filing of all papers or, in the case of a scheduled hearing, within thirty (30) days from the conclusion of the hearing. The Board's determination shall be rendered in writing.