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THIS AGREEMENT is made and entered into this *second* day of *June*, Nineteen Hundred and Sixty-nine (1969), 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 shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Commission; and

WHEREAS, 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, 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:

ARTICLE I

DURATION OF AGREEMENT

This Agreement, dated as above, shall take effect on July 1, 1969, and shall continue in full force and effect without change until June 30, 1970,

1969-1970

ARTICLE I  
DURATION OF AGREEMENT

continued

except in the case of any mutually agreed upon amendments hereto, which amendments shall be embodied in writing signed by the parties.

ARTICLE II  
COMPENSATION

The salary schedule to obtain for teachers, learning disabilities teachers, librarians, 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  
CERTAIN MEDICAL BENEFITS

The Board hereby agrees to pay 50% of the group rate cost for providing Blue Shield and Blue Cross with Rider J coverage and Major Medical coverage, single or family plan, as the case may be, for all those employees in the Association's unit who elect to accept all or a portion of the said coverage and who contribute the balance of the cost therefor.

ARTICLE IV  
GRIEVANCE PROCEDURE

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

SICK LEAVE AND PERSONAL DAYS

Sick leave rights shall be as provided for in N.J.S.A. 18A:30-1, et seq., except that the statutory cumulative minimum of 10 days per school year shall be increased to 12 days cumulative per school year. Otherwise, sick leave rights shall be administered in accordance with the provisions of Chapter 30 of Title 18A.

In addition, the Board recognizes the right of 2 non-cumulative personal days per school year with full pay.

ARTICLE VI

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, 1969, 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, 1969.

ARTICLE VII

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.

TEACHER'S HANDBOOK

The Board hereby agrees to deliver to each teacher on or before September 3, 1969 the 1969-1970 Teachers Handbook and further agrees to deliver to each teacher any amendment or supplement that the Board may thereafter adopt. The above handbook shall include all Board policies applicable to teachers.

ARTICLE IX

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 part shall be required to re-negotiate concerning said issues for the period covered herein.

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

For the Board:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

For the Association:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

SCHEDULE A

FAIRFIELD BOARD OF EDUCATION TEACHERS' SALARY GUIDE 1969-70

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u>	<u>M.A.+32</u>
1.	7,000.	7,400.	7,800.	8,200.
2.	7,350.	7,750.	8,150.	8,550.
3.	7,700.	8,100.	8,500.	8,900.
4.	8,050.	8,450.	8,850.	9,250.
5.	8,400.	8,800.	9,200.	9,600.
6.	8,750.	9,150.	9,550.	9,950.
7.	9,100.	9,500.	9,900.	10,300.
8.	9,450.	9,850.	10,250.	10,650.
9.	9,800.	10,200.	10,600.	11,000.
10.	10,200.	10,600.	11,000.	11,400.
11.	10,600.	11,000.	11,400.	11,800.
12.	11,000.	11,400.	11,800.	12,200.
13.	11,400.	11,800.	12,200.	12,600.
14.	11,800.	12,200.	12,600.	13,000.
15.			13,000.	13,400.
16.				13,800.

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 2 years military service with Honorable Discharge. Combined teaching and military service is not to exceed (12) years of credit.
3. Non-degree teachers shall advance one-half step yearly on the guide.
4. Annual increments for satisfactory service may 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)
5. Tuition refund program as set forth in Fairfield Board of Education policy 30:12 will be continued.
6. Full adjustment to 1969-70 salary guide shall be granted on Sept. 1, 1969 when not in conflict with note #4 above.

SCHEDULE B

SUPPLEMENTAL TEACHERS

Supplemental Teachers shall be compensated at the rate of \$6.00 per hour.

SCHEDULE B

continued

FAIRFIELD BOARD OF EDUCATION NURSES' SALARY GUIDE 1969-70

<u>STEP</u>	<u>NON DEGREE</u>	<u>B.A.</u>
1.	4,800.	5,100.
2.	5,050.	5,350.
3.	5,300.	5,600.
4.	5,550.	5,850.
5.	5,800.	6,100.
6.	6,050.	6,350.
7.	6,300.	6,600.
8.	6,550.	6,850.
9.	6,800.	7,100.
10.	7,050.	7,350.
11.	7,300.	7,600.
12.	7,550.	7,850.
13.		8,100.

NOTES

1. Credit will be granted for 2 years military service with Honorable Discharge. Combined nursing and military service is not to exceed (12) years of credit.
2. Annual increments for satisfactory service may be granted by the Board of Education upon recommendation of the Chief School Administrator. The Board reserves the right upon recommendation of the Chief School Administrator to withhold, decrease or reinstate any annual increment or adjustment. (18A:29-14)

## SCHEDULE C

### G R I E V A N C E P R O C E D U R E

#### 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 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.

#### 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 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 not-tenure employee's contract.

SCHEDULE C  
GRIEVANCE PROCEDURE

continued

2. Employee: Said term shall include any regular 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.

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 daytime 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.



SCHEDULE C  
GRIEVANCE PROCEDURE

continued

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 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.

Stage I

An employee having a grievance shall present it in the first instance to his immediate superior within 15 days after the occurrence of the event or events giving rise to the same. The presentation may be oral; however, the

SCHEDULE C  
GRIEVANCE PROCEDURE

continued

immediate superior shall be specifically advised that the employee is invoking the formal procedure provided 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 5 days from the date of the original presentation of the grievance. The said advice shall be given either orally or in writing in the discretion of the Stage I superior.

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 with the Chief School Administrator with 5 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 with the said 5 days shall be deemed to constitute and 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 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 Chief School Administrator.

SCHEDULE C  
GRIEVANCE PROCEDURE

continued

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 Chief School Administrator shall direct the administrator making the Stage I determination to submit a written response to the Petition setting forth his understanding of the following:

A. The nature of the grievance and the essential facts relating thereto and the provisions of the contract or of the Board policy which are alleged to be involved.

B. The dates upon which the Stage I proceeding was commenced and then determined.

C. The determination mad at Stage I and the reasons therefor.

D. 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.

Both the Petition and the Stage I administrator's answer thereto shall be made available to the parties concerned.

Utilizing the Petition and the Stage I administrator's answer and all other information and data which the Chief School Administrator may determine to hear and consider in connection with the grievance, the said Chief School Administrator shall then proceed to determine the matter, and he shall advise the parties of his determination within 12 days from the date upon which the Petition was first filed with him. His determination shall be in written form.

SCHEDULE C  
GRIEVANCE PROCEDURE

continued

STAGE III

In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, he shall file with the Board Secretary a Board Petition within 5 days from the receipt of notification of the Stage II determination, and he shall forthwith deliver a copy thereof to the Chief School Administrator. Failure to file a Board Petition within the said 5 days shall be deemed to constitute 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 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 hereinabove provided for.

Promptly after the filing of the Board Petition, the Chief School Administrator shall prepare a full and complete written report of his findings and determination made at the Stage II, level, if one has not be previously prepared, and he shall file the same with the Board and deliver a copy thereof to the aggrieved.

Thereafter, the Board shall proceed to hear the matter as promptly as possible, but not later than 10 school days. The hearing shall be based

SCHEDULE C  
GRIEVANCE PROCEDURE

continued

upon the filed documents aforementioned unless the aggrieved or the Stage II administrator request 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.

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 of the parties concerned.

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