

Contract # 1898

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AGREEMENT BETWEEN  
NETCONG BOARD OF EDUCATION

AND

NETCONG TEACHERS' ASSOCIATION, INC.

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JULY 1, 1992 THROUGH JUNE 30, 1995

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PREAMBLE

THIS AGREEMENT, entered into this            day of September, 1993 by and between the NETCONG TEACHERS' ASSOCIATION, INCORPORATED, hereinafter referred to as the "Association", and the BOARD OF EDUCATION OF THE BOROUGH OF NETCONG, MORRIS COUNTY, NEW JERSEY, hereinafter referred to as the "Board".

WITNESSETH:

WHEREAS, the parties have an obligation, pursuant to N.J.S.A. 34:13A-1 et seq., to negotiate with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement; be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I  
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

Classroom teachers, librarians, reading teachers, speech teachers, home instruction teachers, nurses, coaches and extra-curricular advisors, but excluding:

Secretaries, custodians, bus drivers, attendance officers and clerks, guidance directors, principals, and aides are to be excluded from the personnel for whom the Association is recognized as the exclusive and sole representative for collective negotiations with reluctance on the part of the Association, and only until such time as the Public Employment Relations Commission rules that such personnel should, in fact, be so represented by the Association, if such a ruling is made by the Commission.

It is further recognized that teachers and other personnel have the right to join, or to refrain from joining, any organization for their professional or economic improvement and for the advancement of public education, but that membership in any organization shall not be required as a condition of employment of a teacher in the schools of the district.

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

ARTICLE II  
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting a teacher or a group of teachers.

2. Aggrieved person

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

3. Party in interest

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

B. Purpose

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 teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. The number of days at each level should be considered as a maximum and every effort should be made to expedite the process.
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, the time limits set forth therein shall remain in effect until such grievance has been resolved.
3. A grievance, to be considered under this procedure, must be initiated in writing by the grievant within thirty (30) calendar days of the alleged occurrence.
4. Level I - An employee with a grievance shall first discuss it with his immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
5. Level II - If the aggrieved person is not satisfied with the disposition of his grievance at Level I, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, he may, within seven (7) calendar days file the grievance in writing ~~to~~ the Superintendent. The Superintendent shall render a decision, in writing, within ten (10) calendar days of receipt of the grievance. If, however, either the Superintendent or the grievant requests a meeting,

such meeting shall be held within seven (7) calendar days of receipt of the grievance, and the Superintendent's decision shall be rendered within seven (7) calendar days after the meeting.

6. Level III - If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, he may within seven (7) calendar days file the grievance with the Board through the Board Secretary. The Superintendent shall be notified that the grievance has been forwarded to the Board level. The Board shall arrange a hearing within thirty (30) calendar days of receipt of the grievance and render a decision within ten (10) calendar days after the hearing.
7. Level IV - If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association wishes review by a third party, the grievance must be submitted to arbitration. If arbitration is requested, the Association shall notify the Board in writing within ten (10) calendar days of the due date of the Board's decision.
8. Level V -
  - (a) If the Association wishes to secure the services of an arbitrator, it shall request the American Arbitration Association to provide a list of arbitrators to settle the dispute. To be timely and effective, such request must be filed with the American Arbitration Association within twenty



(20) days after the notification referred to in section 7 above has been filed with the Board.

(b) Once a request is made to the American Arbitration Association, the parties shall be bound by its rules and regulations.

(c) The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) The cost of the services of the arbitrator shall be borne equally by the parties. Any other expense shall be paid by the party incurring the same.

D. Rights of Employees to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous Provisions

1. If, in the judgment of the Association, a grievance affects a group or a class of employees, the Association may submit such grievance in writing to the Superintendent and the processing of such grievance shall commence at Level II.
2. The arbitrator shall not add to, subtract from, or modify this

agreement in any manner.

3. Decisions rendered at all steps of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all the parties in interest and to the Association.
4. Reference to grievances processed shall not be placed in the personnel files of any employee unless complete documentation of the grievance is included and the employee involved has received prior written notice that said documents are to be placed in his file.
5. Forms for filing grievances, serving notices, making appeals, reports, and recommendations, and other necessary documents shall be prepared jointly by the Association and the Board and given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. No meetings or hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representative(s) heretofore referred to in this Article.
7. Neither the Association nor the Board shall issue public statements regarding such grievances during the grievance procedures.

ARTICLE III  
SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A.
- B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- C. Teachers may individually elect to have a specified dollar amount of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final day in June or in two equal payments on the 15th day of July and August. Summer pay deductions will be forwarded to TRI-CO Federal Credit Union directly by the Board Secretary within seven (7) school days of each pay date for all personnel who request this service.
- D. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
- E. Teachers shall receive their final checks on the last working day in June, providing they have fulfilled all of their contractual obligations.
- F. Tutorial Services will be voluntary on the part of the teacher. The rate for tutoring will be \$25.00 per hour. Travel expenses incurred by teachers, while in the process of performing tutorial services, will be awarded at the IRS rate per mile based on round trip mileage from school to destination.
- G. Salary Guides, Schedule A, shall be developed by the Association to be approved by the Board prior to ratification by both parties.

ARTICLE IV  
SICK LEAVE

A. Teachers shall be entitled to the following sick leave each school year:

1. Tenured teachers - twelve (12) days per school year
2. Non-tenured teachers - ten (10) days per school year
3. Under the terms of this contract, a maximum of 10 unused sick days shall be accumulated from year to year.

B. Teachers shall be informed of the number of accumulated sick leave days once each school year (September 1).

C. Conversion of unused Sick Leave as Severance Pay

1. An employee having been in the employ of the Board for ten (10) or more years shall be entitled to severance allowance for unused accumulated sick leave in accordance with the following provisions:

(a) Said employee shall submit a written statement to the Superintendent of Schools indicating his intention to retire within the meaning of the Teachers Pension and Annuity Fund (excluding deferred retirement). Such statements shall be submitted at least six (6) months prior to the anticipated date of retirement. It is understood that such notice is required for budgetary reasons and that such notice does not constitute official notification of retirement/resignation.

(b) The Board shall pay the employee his severance allowance

in July of the fiscal year following said severance; or at the option of the employee, after January first of the year following his severance. Due to budgetary reasons the cut off date for this proposal is December 31st for notification of retirement effective June 30th of the following year.

(c) In the event of emergency or unexpected retirement, the Board shall pay the employee his/her severance allowance in July of the fiscal year following said severance; or at the option of the employee, after January first of the year following his/her severance.

(d) Severance Allowance Upon Death of Employee

(1) Should an employee die while in the employ of the school district, the severance allowance shall be paid to his estate within the provisions of Paragraph C 1(c) above.

(2) Should an employee die after serving appropriate notification and before receiving his retirement allowance, the severance allowance shall be paid to the estate of the employee according to the terms indicated by the employee prior to his death.

(e) The maximum amount payable as severance allowance shall be fifty percent (50%) of the accumulated sick leave days at a daily rate equal to the starting substitute rate at the time the application for retirement is filed.

D. Any teacher who is absent for more than five consecutive days for any reason of illness or injury shall, upon his return to work, present to the school nurse a doctor's certificate (if requested by the Administration) indicating the reason for absence and that the teacher is well enough to return to full-time employment.

ARTICLE V  
TEMPORARY LEAVES OF ABSENCE WITH PAY

A. Personal Days

1. Three (3) personal days per year shall be granted to each teacher without reason.
2. Unused personal days shall be cumulative up to a maximum of four (4) days. Unused personal days in excess of four (4) shall be converted to cumulative sick days on September 1st.
3. Except in cases of emergency, personal days shall be applied for at least two days in advance on the prescribed form available in the general office. In emergency situations teachers shall inform the District of their anticipated absence in the same manner as required for absence due to illness.

B. Bereavement Leave

1. Up to five (5) days shall be granted in the case of the death of a member of the immediate family (parent, brother, sister, spouse, own children, grandparent, or mother/father-in-law) or of any relative who has lived in the home of the teacher for some time immediately preceding death.
2. Up to two (2) days shall be granted in the case of the death of son/daughter-in-law and brother/sister-in-law. Any additional days will be subject to the approval of the Superintendent.

3. Up to one (1) day shall be granted in the case of the death of a relative.

C. Professional Days

Up to two (2) days shall be granted for attendance at educational meetings or visitations with the permission of the Superintendent, if, in his opinion, such attendance is of value to the teacher or the district.

D. NJEA Convention

Each teacher shall be granted up to two (2) days for the purpose of attending the NJEA Convention.

E. Jury Duty

A teacher serving Jury Duty shall receive leave with pay for the duration of such service. This payment is regulated on the amount of money a teacher or staff member earns per day minus the stipend issued by the county, state, or federal system. In reality, the staff member would receive his/her full salary and reimburse the Board for the amount received by the court system (excluding mileage).

F. Application for Temporary Leaves

Application for temporary leaves of absence (except Paragraph D above) shall be made to the Superintendent of Schools through the Principal on the prescribed form available in the principal's office. Except in cases of emergency, two (2) days notice shall be required for such leave.



ARTICLE VI  
EXTENDED LEAVES OF ABSENCE

A. Child Rearing Leave Without Pay

1. Natural Birth

The Board shall grant a leave of absence under the following conditions:

- (a) A teacher who is pregnant will file with the Superintendent of Schools, not later than three (3) months before the expected birth of the child, an application for such leave, together with a physician's certificate setting forth the date of the expected birth. The application shall indicate the commencement date of the leave.
- (b) During the last three (3) months of pregnancy, if requested by the Administration, monthly certification from the physician shall be required stating that the teacher is physically capable of performing her duties.
- (c) Child rearing leave shall be limited to the school year in which the leave commences and the following school year, not to exceed a total of two (2) school years, it being understood that teachers shall return from child rearing leave at the beginning of a marking period.
- (d) Any teacher who does not elect to take child rearing leave may continue to perform her duties when her

physician certifies that she is physically able to do so.

(e) Teachers adopting a preschool child shall receive the same leave, which shall commence upon receiving custody of said child or earlier if necessary to fulfill the requirements for adoption.

(f) No teacher on child rearing leave shall, on the basis of such leave, be denied the opportunity to substitute in the Netcong School System at substitute's rate of pay.

2. Male teachers shall be granted child rearing leave in compliance with those procedures outlined in Section 1 above that are applicable.

B. Illness in the Family

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family (spouse, child, parents, grandparents, brother, sister).

C. The Board shall grant unpaid leaves of absences for up to one year for travel, study, or other good causes upon application to and approval by the Board. At no time should more than two (2) teachers be eligible in one year. From September to June concurrent with the school year, not coupled with a maternity leave. Teacher may only request such leave once.

D. Salary

Upon return from leave granted pursuant to this Article, a

teacher shall be placed on the salary guide in accordance with the following:

(a) Teachers leaving prior to the middle of the year (90 school days) shall be placed on the same step of the guide they were on at the commencement of the leave.

(b) Teachers leaving after the middle of the year shall be placed one step above the step of the guide they were on at the commencement of the leave.

(c) Additional credits or degrees earned while on leave shall be credited toward salary guide placement upon return from said leave. Teachers on extended leaves shall not be eligible for tuition reimbursement while on leave.

E. Benefits

All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be returned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

F. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing. Approval or denial shall be in writing.

ARTICLE VII  
INSURANCE PROTECTION

A. The Board shall continue to provide each employee and dependents with full paid medical/surgical insurance protection, equal to or better than New Jersey State Health Benefits Plan to include medical/surgical (Blue Cross/Blue Shield) with Rider "J," and major medical coverage.

1. For each teacher 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 a full twelve (12) month period in accordance with the following schedule:

The Board agrees to pay:

(a) One hundred percent (100%) of the cost of Major Medical Insurance.

(b) One hundred percent (100%) of the cost of a single, family, husband and wife, or parent-child Blue Cross-Blue Shield contract with Rider "J".

B. Except as provided below, the Board shall provide a full dental insurance plan providing full family coverage for a plan equal to or better than New Jersey Dental Service Plan III with orthodontic coverage (a description of the current plan shall be attached to this Agreement for informational purposes only). As an exception to the above, effective upon the date this Agreement is executed, new hires

shall be provided with employee only dental insurance until such time as tenure is received, at which point the full coverage described above shall be provided.

ARTICLE VIII  
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to pay the full cost of tuition plus other entrance fees for any course, workshop, seminars, in-service sessions, and other such sessions related to the teacher's subject area receiving prior written approval of the Superintendent. Travel expenses shall be reimbursed at the rate of twenty-four (24) cents per mile.

B. The Board shall reimburse employees for graduate course tuition and fees approved by the Superintendent in accordance with the following conditions:

1. Reimbursement will be paid, according to the schedule in B.3, only when one has completed a course, received and can show proof of a passing grade of "B" or better (or in the case of pass/fail courses toward a degree, a grade of "pass"). Courses taken during the second semester and/or summer session will be reimbursed early in the ensuing school year providing that person is still in the employ of the Board.
2. The Board will not reimburse any teacher for courses which the teacher is taking in order to fill certification of undergraduate degree requirement.
3. The Board will reimburse teachers who are taking graduate courses in their major field at a rate of ONE HUNDRED PERCENT (100%) of a State College/University tuition. When attending a Private College/University, tuition shall be reimbursed at

ONE HUNDRED PERCENT (100%) of the State College/University rate, or FIFTY PERCENT (50%) of the Private College/University tuition rate, whichever is higher.

4. Approved undergraduate courses shall be reimbursed, according to the schedule in B.3, only when such courses are not available on the graduate level.
5. The Board may, at its discretion, reimburse up to a maximum of One Hundred Dollars (\$100) for education travel.
6. Application for tuition reimbursement shall be made to the Superintendent on the appropriate form prior to registration. Notification of approval or disapproval with reasons noted shall be given to the employee prior to registration.
7. In the pursuance of a master's degree in one's assigned subject area, those courses considered as general education shall be reimbursed provided these courses are required by the college or university for completion of degree requirements.
8. Courses shall be in the employee's major field, related directly to the employee's assignment within the district, general education, or related to an area to which the employee may be assigned or other courses with prior approval of the Superintendent.

C. The Board agrees to consult with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.

ARTICLE IX  
TEACHERS' RIGHTS

A. Required Meetings or Hearings

Whenever any teacher is required to appear before any administrator or supervisor, Board or any committee, member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or hearing and shall be entitled to have representative(s) of the Association present to advise him and represent him during such meeting or hearing.

B. Criticism of Teachers

Any question or criticism by a supervisor, administrator, or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.



ARTICLE X  
TEACHER WORK YEAR AND WORK DAY

A. Work Year

1. The in-school work year for all teachers shall be one-hundred and eight-one (181) days.
2. The in-school work year shall include days when pupils are in attendance, and any other day that teachers are required to be in attendance.
3. Teachers shall be dismissed after a half-day session on the day preceding Thanksgiving and Christmas.
4. The school calendar for the next school year shall be published by the Board and distributed to each teacher within ten (10) days of official adoption.

B. Teaching Hours and Teaching Load

1. The work hours for all teachers shall be 8:20 a.m. to 3:20 p.m. (7 hours).

The work schedule shall be:

8:20 a.m. -	Teachers Report	
8:30 a.m. - 9:10 a.m.		Period 1
9:12 a.m. - 9:52 a.m.		Period 2
9:54 a.m. - 10:34 a.m.		Period 3
10:36 a.m. - 11:16 a.m.		Period 4
11:18 a.m. - 11:58 a.m.		Period 5
11:58 a.m. - 12:58 p.m.		Period 6 (LUNCH)

12:58 a.m. - 1:38 p.m.                      Period 7  
1:40 p.m. - 2:20 p.m.                      Period 8  
2:22 p.m. - 3:02 p.m.                      Period 9  
3:20 p.m. - Teacher Dismissal

2. All teachers shall receive a one (1) hour duty free lunch period daily.

3. Preparation Periods

(a) All teachers shall receive at least one (1) forty (40) minute preparation period per day or the equivalent of five (5) forty (40) minute preparation periods per week.

(b) Teachers may be called from a scheduled preparation period in excess of those guaranteed in Section B.3(a) above to fill in for absent teachers up to ten (10) times per school year.

4. Faculty Meetings

Faculty meetings may be called as necessary. Meetings shall commence upon the dismissal of the students. Except in cases of emergency, faculty meetings shall not be held on Fridays or days immediately preceding a holiday or vacation period. Teachers shall receive one week's prior notice of any faculty meeting (except in cases in emergency). An agenda for that meeting will be included with the announcement. Teachers shall have the opportunity to suggest items for the agenda.

5. Morning and Dismissal Duty

(a) Except as otherwise provided in this Agreement, teachers will not be required to supervise during those periods of time described as Morning and Dismissal Duty. It is also understood that should these duties be reinstated for any reason, they will not be monitored by teachers.

(b) All teachers whose schedules permit shall perform a ten (10) minute morning patrol duty from 8:20 a.m. to 8:30 a.m. Said assignment shall be performed on a rotating basis with two (2) teachers performing said duty each day.

(c) All teachers whose schedules permit shall perform a ten (10) minute afternoon patrol duty from 3:02 p.m. to 3:12 p.m. Said assignment shall be performed on a rotating basis with two (2) teachers performing said duty each day.

6. Parent Conferences

(a) Fall - two day/one night conference

(b) Spring - two day/one night conference

School session - 8:20 a.m. to 12:30 p.m.

Day Conference - 1:30 p.m. to 4:00 p.m.

Night Conference - 6:00 p.m. to 8:00 p.m.

Teachers shall not be required to remain beyond their last conference nor shall they be required to attend evening sessions if they have no evening appointments or conferences.

7. Notwithstanding the matters set forth above, the Board retains

the right to restructure the school day, subject to the following:

(a) Starting time shall be no earlier than 8:00 a.m. and no later than 8:20 a.m.

(b) Pupil contact time shall not be increased.

(c) The work day shall be six (6) hours, inclusive of a daily preparation period of forty (40) continuous minutes, exclusive of lunch.

(d) There shall be no change in existing morning and afternoon duties.

(e) If the existing one (1) hour lunch period is reduced, the existing seven (7) hour day shall be reduced by the same amount.

C. Field Trips

1. Teachers on field trips returning after the normal ending time of 3:20 p.m. shall be compensated at the rate of \$20.00 per hour.

2. Teachers who participate in the annual Washington, D.C. trip or the annual Stokes State Forest trip shall be compensated at the rate of \$150.00 per trip.

ARTICLE XI  
EXTRA CURRICULAR ACTIVITIES

Extra-Curricular activities sponsors and coaches shall be compensated in accordance with the schedule cited below. Placement on this guide shall be made in accordance with the number of years experience in the activity.

<u>1992-93</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Basketball (Boys)	\$869	\$1,011	\$1,154	\$1,296
Basketball (Girls)	869	1,011	1,154	1,296
Track	869	1,011	1,154	1,296
Dance	869	1,011	1,154	1,296
Computer Club	869	1,011	1,154	1,296

<u>1993-94</u>				
Basketball (Boys)	\$944	\$1,098	1,254	\$1,408
Basketball (Girls)	944	1,098	1,254	1,408
Track	944	1,098	1,254	1,408
Dance	944	1,098	1,254	1,408
Computer Club	944	1,098	1,254	1,408

<u>1994-95</u>				
Basketball (Boys)	\$1,022	\$1,189	\$1,357	\$1,524
Basketball (Girls)	\$1,022	\$1,189	\$1,357	\$1,524
Track	\$1,022	\$1,189	\$1,357	\$1,524
Dance	\$1,022	\$1,189	\$1,357	\$1,524
Computer Club	\$1,022	\$1,189	\$1,357	\$1,524

	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
NEWSPAPER	\$152	\$165	\$179

ARTICLE XII  
SCHOOL ASSEMBLY PROGRAMS

Teachers shall be reimbursed by the Board for the costs of materials necessary for the production of school assembly programs. Said reimbursement shall be made within five (5) days after the Board meeting immediately following application for reimbursement. All expenditures must receive prior approval by the administration.

ARTICLE XIII  
ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Building

The Association shall have the right to use school facilities and equipment including typewriters, duplication equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. Prior administrative approval must be obtained. All equipment must be used on the school grounds and at times that such usage will not interfere with normal central office and other administrative activities.

B. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes. Prior administrative approval must be acquired.

ARTICLE XIV  
REPRESENTATION FEE

A. Representation Fee

If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Certification of Fee

1. Amount

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be the maximum allowed by law.

2. In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee shall be equal to the maximum allowed by law (currently 85%) of the regular membership dues, initiation fees and assessments charged by the Association to its own members. If the law is changed with regard to the amount of



the representation fee, then the representation fee will be changed to the maximum allowed by law.

C. Deduction Procedure

1. Notification

Prior to November 1, of each year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board shall deduct from the salaries of such employees, in accordance with section 2 below, the full amount of representation fee and promptly will transmit the amount so deducted to the Association. The Board will provide the Association with a list by building of all new employees who are unit members.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten (10) days after receipt of the aforesaid list by the Board; or (b) thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in

a non-negotiating unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a negotiating unit position, whichever is later.

3. Termination

If any employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fee to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in section 1 above and/or the amount of representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- (a) the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

2. Exception

It is expressly understood that section 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XV  
MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status consistent with New Jersey and applicable U.S. statutes.

B. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiations. 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.

C. 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 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.

D. Any individual contract between the Board and an individual, heretofore or hereafter executed during the term of this contract, 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 its duration, shall be controlling.

E. Except as this Agreement shall 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 or otherwise detract from any employee benefit existing prior to its effective date.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so at the following addresses:

1. If by the Association, to the Office of the Superintendent, Netcong School District, 26 College Road, Netcong, N.J. 07857.
2. If by the Board, to the Association President, Netcong Public School, 26 College Road, Netcong, N.J. 07857.

ARTICLE XVI  
PRINTING OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after official ratification by both parties. This Agreement shall be presented to all employees, now employed, and hereafter employed.

ARTICLE XVII  
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1992 and shall continue in effect through June 30, 1995 subject to the Association's right to negotiate over a successor agreement. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective secretaries and presidents, all on the day and year written below.

NETCONG TEACHERS'  
ASSOCIATION INCORPORATED

By: R. J. Mot  
President

By: Audrey L. Planer  
Secretary

Date Oct 26, 1993

NETCONG BOARD OF EDUCATION

By: Michael D. Bortak  
President

By: Phyllis A. Sambuto  
Secretary

LONGEVITY SCHEDULE

	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
15-19 years of service	\$ 550	\$ 600	\$ 650
20-24 years of service	\$ 650	\$ 700	\$ 750
25-29 year of service	\$ 750	\$ 800	\$ 850



NETCONG BOARD OF EDUCATION

1992-93 BASE SALARY GUIDE COST						1993-94 BASE SALARY GUIDE COST					
STEP	BA	BA+15	MA	MA+15	MA+30	STEP	BA	BA+15	MA	MA+15	MA+30
1	\$29,586	\$31,066	\$32,786	\$35,486	\$38,186	1	\$30,623	\$32,123	\$33,823	\$36,523	\$39,223
2	\$30,086	\$31,586	\$33,286	\$35,986	\$38,686	2	\$31,123	\$32,623	\$34,323	\$37,023	\$39,723
3	\$30,511	\$32,011	\$33,711	\$36,411	\$39,111	3	\$31,548	\$33,048	\$34,748	\$37,448	\$40,148
4	\$31,018	\$32,518	\$34,218	\$36,918	\$39,618	4	\$32,055	\$33,555	\$35,255	\$37,955	\$40,655
5	\$31,409	\$32,909	\$34,609	\$37,309	\$40,009	5	\$32,446	\$33,946	\$35,646	\$38,346	\$41,046
6	\$31,799	\$33,299	\$34,999	\$37,699	\$40,399	6	\$32,836	\$34,336	\$36,036	\$38,736	\$41,436
7	\$32,320	\$33,820	\$35,520	\$38,220	\$40,920	7	\$33,357	\$34,857	\$36,557	\$39,257	\$41,957
8	\$33,101	\$34,601	\$36,301	\$39,001	\$41,701	8	\$34,138	\$35,638	\$37,338	\$40,038	\$42,738
9	\$33,881	\$35,381	\$37,081	\$39,781	\$42,481	9	\$34,918	\$36,418	\$38,118	\$40,818	\$43,518
10	\$34,662	\$36,162	\$37,862	\$40,562	\$43,262	10	\$35,699	\$37,199	\$38,899	\$41,599	\$44,299
11	\$35,443	\$36,943	\$38,643	\$41,343	\$44,043	11	\$36,480	\$37,980	\$39,680	\$42,380	\$45,080
12	\$37,069	\$38,569	\$40,269	\$42,969	\$45,669	12	\$38,106	\$39,606	\$41,306	\$44,006	\$46,706
13	\$40,169	\$41,669	\$43,369	\$46,069	\$48,769	13	\$40,196	\$41,696	\$43,396	\$46,096	\$48,796
14	\$43,696	\$45,196	\$46,896	\$49,596	\$52,296	14	\$43,696	\$45,196	\$46,896	\$49,596	\$52,296
15	\$49,196	\$50,696	\$52,396	\$55,096	\$57,796	15	\$51,296	\$52,796	\$54,496	\$57,196	\$59,896

NETCONG BOARD OF EDUCATION

1994-95 BASE SALARY GUIDE COST					
STEP	BA	BA+15	MA	MA+15	MA+30
1	\$31,815	\$33,315	\$35,015	\$37,715	\$40,415
2	\$32,315	\$33,815	\$35,515	\$38,215	\$40,915
3	\$32,740	\$34,240	\$35,940	\$38,640	\$41,340
4	\$33,247	\$34,747	\$36,447	\$39,147	\$41,847
5	\$33,638	\$35,138	\$36,838	\$39,538	\$42,238
6	\$34,028	\$35,528	\$37,228	\$39,928	\$42,628
7	\$34,549	\$36,049	\$37,749	\$40,449	\$43,149
8	\$35,330	\$36,830	\$38,530	\$41,230	\$43,930
9	\$36,110	\$37,610	\$39,310	\$42,010	\$44,710
10	0	0	0	0	0
11	\$38,453	\$39,953	\$41,653	\$44,353	\$47,053
12	\$39,298	\$40,798	\$42,498	\$45,198	\$47,898
13	\$41,361	\$42,861	\$44,561	\$47,261	\$49,961
14	\$43,696	\$45,196	\$46,896	\$49,596	\$52,296
15	\$47,196	\$48,696	\$50,396	\$53,096	\$55,796
16	\$53,496	\$54,996	\$56,696	\$59,396	\$62,096