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THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

between

BERLIN BOARD OF EDUCATION

(Camden County)

and

BERLIN TEACHERS' ASSOCIATION

for

School Year July 1, 1975 - June 30, 1977

LIBRARY
Institute of Management and
Labor Relations

JUL 28 1975
RUTGERS UNIVERSITY

PREAMBLE

This Agreement entered into this _____ day of _____, 19____, by and between the Board of Education of the Borough of Berlin, New Jersey, hereinafter called the "Board", and the Berlin Teachers' Association, hereinafter called the "Association".

Article I

RECOGNITION

1:1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and the terms and conditions of employment for classroom teachers, specialists, nurses, special area teachers, reading teachers and librarians,

but excluding:

Superintendent	Board Secretary	Teacher Aides
Principal	Psychologist	
Community School Director	Social Worker	

1:2 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 references to male teachers shall include female teachers.

Article 2

NEGOTIATION OF SUCCESSOR AGREEMENT

- 2:1 The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 15 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- 2:2 The negotiating team of each party shall not exceed five (5) members. Neither party shall have any control over the selection of the negotiating representatives of the other party. Either party shall be allowed to substitute not more than one (1) alternate representative at a meeting in place of an absent regular representative, provided that the other party be notified of the substitution at least three (3) hours in advance of the meeting.
- 2:3 Pursuant to Chapter 303, Public Laws of 1968, the Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in Article 1 of this Agreement, with any organization other than the Association for the term of this Agreement.
- 2:4 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and policies of the Board administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce not otherwise detract from any teacher benefit or responsibility existing prior to its effective date.
- 2:5 This Agreement incorporates the entire understanding of the parties on all matters which have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter covered by this Agreement.
- 2:6 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.
- 2:7 No persons shall be present at negotiation meetings other than the negotiating representatives of the two parties and any lay or professional counsel retained by either party, such counsel not to exceed two persons for either party at a given meeting. Neither party shall bring such counsel to a meeting unless it has first notified the other party of such intention in writing, at least four (4) days in advance of the meeting time at which it proposes to bring such counsel.
- 2:8 At the first meeting between the negotiating representatives of the Board and Association, they shall establish by mutual agreement rules and procedure to govern their meetings. Each party shall receive a copy of this procedural agreement signed by all the representatives of the other party. This agreement shall include stipulations on the following matters; but not limited to:

- a) A schedule of meetings and/or a method for scheduling meetings;
- b) A stated time for commencing meetings and a stated time or procedure for adjourning or recessing meetings;
- c) The method of determination of agenda for meetings;
- d) Rules to govern caucusing and tabling of agenda items.

2:9 Whenever agreement is reached on any item on the negotiations agenda, the working copy will then be initialed by the representatives present at the meeting and prior to adjournment.

2:10 To assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, the Board agrees to provide the Association access to all records, data and information in the possession of the Berlin Borough School District which is in the public domain.

2:11 The parties agree that during the period of negotiations the only general publicity accorded the negotiations by the parties will consist of a joint press release or, in the event that the parties are unable to agree upon wording, a joint press release stating only that "No progress has been made". This provision shall not deny to either party the right to confer with the organization they represent in closed session about the progress of negotiations, provided that they issue no public statement except as provided for above.

Article 3

GRIEVANCE PROCEDURE

3.1 Definitions:

3.1.1 A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers, including any complaint by an employee that there has been to him a personal loss, injury or inconvenience because there has been a violation, misinterpretation, misapplication or infringement upon the provisions of this agreement, or that there has been a violation, misinterpretation or misapplication of established Board policy or as a result of administrative decision pertaining to Board policy or this Agreement.

3:1.2 An "aggrieved person" is the person or persons or the Association making the claim.

3:2 The purpose of the procedure set forth hereunder is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3:3 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. The time limits specified may, however, be extended by mutual agreement.

3:4 Any aggrieved person may be represented at any or all stages of the grievance procedure by himself, or, at his option, at any stage by a selected representative. When a teacher is not represented by the Association, the Association shall have the right to be present at any stage after the completion of Stage 3.

3:5 Procedure

3:5.1 Stage One: A teacher with a grievance shall, within thirty (30) calendar days of its occurrence, first discuss it with his principal or immediate superior with the objective of resolving the matter informally.

3:5.2 Stage Two: If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he may set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing, within five (5) school days of receipt of the written complaint.

3:5.3 Stage Three: If the grievance is not satisfactorily adjusted under the provisions of Stages One and Two, or if no decision has been rendered by the principal within five (5) school days under the provisions of Stage Two, the teacher may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds on which the grievance is based. The Superintendent shall give his decision in writing to the employee and the principal within ten (10) school days of receipt of the written grievance.

Article 3 - Grievance Procedure

- 3:5.4 Stage Four: If the grievance is not yet resolved to the employee's satisfaction, he may appeal within ten (10) school days of receipt of the Superintendent's decision to the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. Copies of the request and all related papers shall be given to the Association. The Board, or a committee thereof, shall hold a hearing with the employee within fifteen (15) school days of receipt of the written grievance or the next regular Board meeting, whichever is later, and render a decision in writing within twenty (20) school days of the hearing.
- 3:5.5 Stage Five: If after the decision of the Board of Education the aggrieved person is still dissatisfied with the disposition of his grievance, he may request the Teachers' Association to submit it to arbitration. If the Association determines that the grievance is meritorious it shall notify the Board that it wishes arbitration within twenty (20) days after receipt of a request by the aggrieved person. The twenty (20) days shall be calendar days.
- 3:5.5.1 Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- 3:5.5.2 The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to 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 only. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.
- 3:5.5.3 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same. Arbitration proceedings shall not take place during school working hours.
- 3:6 General Provisions
- 3:6.1 In the event a grievance is filed at such time that it cannot be processed through all the stages in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical. Otherwise, any grievance not processed in accordance with the time limits specified herein shall be deemed relinquished by the aggrieved person.

Article 3 - Grievance Procedure

- 3:6.2 Administrative failure at any step of this procedure to communicate a decision with the specified time limits shall permit the aggrieved person to proceed promptly to the next stage. The time limits specified at any stage may be extended in any particular instance by agreement between the Superintendent or his designee and the aggrieved.
- 3:6.3 No aggrieved person nor the Association shall seek any relief until it exhausts its remedies under the grievance procedure.
- 3:6.4 The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.
- 3:6.5 It is understood that aggrieved person or persons 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 fully determined.

Article 4

TEACHER RIGHTS AND RESPONSIBILITIES

- 4:1 Nothing contained herein shall be construed to deny to or restrict from any teacher or the Board such right as either may have under N.J. School Laws or other applicable laws and regulations. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.
- 4:2 Any questioning or criticism by a supervisor, administrator, or a board member of a teacher and his instructional methodology and/or professional performance shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- 4:3 Before any teacher is required to appear before the Board or a Board Committee concerning any matter which could adversely affect the continuation of that teacher in his office, the following steps must be taken:
- a) A meeting with the superintendent or his designee shall be held.
 - b) The teacher shall be provided with prior written notice of the Board or Committee meeting and the reason(s) for such meeting or interview.
 - c) The teacher shall be entitled to have a representative of the Association present with him at any meeting with the Board or with a Board Committee occurring under the provisions of this section. This representative may speak on behalf of the teacher at the teacher's request.
- 4:4 Any suspension of a teacher pending charges shall be without pay. The pay being withheld shall be placed in escrow pending resolution of the charges.
- 4:5 The teachers shall have the right to make known their views regarding equitable distribution of responsibilities and work load amongst the staff to the administrative personnel.
- 4:6 A teacher shall have the right to review and to copy at his expense the contents of his personnel file with the exception of any documents sent to the Board to be held in confidence. The review of the file must be arranged at a time mutually agreeable to the superintendent and the teacher and be held in the presence of the superintendent or his designee.
- 4:7 Teachers may be required to remain after the end of the regular work-day without additional compensation, for the purpose of attending general faculty meetings including two (2) School and Home Association sessions (general faculty meetings are meetings that require the attendance of the entire staff, K-8 and special areas teachers), not more than sixteen (16) times in the school year, nor more than three (3) times in any calendar month. An attempt shall be made to adjourn such meetings no later than 4:15 p.m. No teacher shall be required to remain in attendance at these meetings beyond 4:15 p.m. The notice of an agenda for any such meeting shall be given to the teachers at least two (2)

days prior to the meeting, except in the case of an emergency. Teachers shall have the opportunity to suggest items for the agenda of after-school meetings. The provisions of this section shall not prohibit the calling of extra meetings where emergency situations necessitate such extra meetings.

4:8 In order to continue to maximize the educational effort being put forth by the professional staff, which thereby insures the continued excellence in education, the Association agrees that no Association business matters will be discussed during scheduled instruction times and all official meetings will be conducted after the normal workday. All reasonable expenses incurred in support of Association Activities will be borne exclusively by the Association.

Article 5

TEACHER PERFORMANCE AND EVALUATION

- 5:1 Although this article is titled Teacher Performance and Evaluation, it deals with some specifics of formal classroom observation, a small part in the total evaluation of a teacher, and is not to be construed as a total performance and evaluation procedure.
- 5:2 The Board of Education agrees to charge the administration with the responsibility to meet with a committee of teachers selected by the Association, for the purpose of developing a teacher evaluation procedure. This procedure will be submitted to the Board for review and approval by May 1, 1976.
- 5:3 After any formal classroom observation, a written evaluation report shall be presented to the teacher. If either the teacher or the observer so desire, a post-observational conference shall be held. The purpose of observations and post-observational conference will be specifically to discuss ways and techniques for improving the learning situation for the children of our school.
- 5:4 All written evaluations of a teacher which are to be placed in the teacher's personnel file shall be signed by him attesting to the fact that the contents of the evaluation are known to him. No written evaluation may become part of the teacher's personnel file without the teacher's signature. The teacher's signature shall not be construed as other than a simple acknowledgement by the teacher that he read the evaluation.
- 5:5 The teacher is entitled to attach a written answer or comment to any evaluation, conference report, or other material susceptible to evaluative use which is placed in his file.

Article 6

FACULTY - ADMINISTRATION LIAISON

- 6:1 The Association shall establish a liaison committee which shall meet during the school year on a monthly basis or as needed with the Superintendent and with the Principal to review and to discuss school district problems and practices.

Article 7

BOARD RIGHTS AND RESPONSIBILITIES

- 7:1 The Board reserves to itself sole jurisdiction and authority over all matters of policy and retains those rights which derive from applicable laws and regulations, subject only to the limitations imposed by the language of this agreement.
- 7:2 It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the board of education is forbidden to waive any rights or powers granted it by law.
- 7:3 The Board will provide facilities for the use of teachers as faculty lounges. These facilities will be reserved for teacher use until 6:00 p.m. during every normal school day. Although these facilities shall be regularly cleaned by the school custodial staff, teachers shall exercise reasonable care in maintaining the appearance and cleanliness of the lounges.

Article 8

LEAVES OF ABSENCE

8:1 The law requires or permits the following with respect to the absence of teachers:

- a) Ten days sick leave with full pay are guaranteed during each school year.
- b) The Board of Education must allow accumulations of sick leave from unused days to ten (10) days per year, for later use with full pay.

8:2 Absence for reasons given below, not allowable as sick leave, will be granted as follows:

- a) Up to five (5) days leave of absence will be granted to regular employees whose home is saddened by the death of an immediate member of his/her family (husband, wife, son, daughter, mother, mother-in-law, father, father-in-law) or any member of the household. At the employees discretion, these days may be taken any time prior to the seventh day following interment.
- b) Up to three (3) days per school year with full pay for personal reasons. For each personal leave day unused at the end of the school year, one-half (1/2) day shall be added as available sick leave to his/her accumulated sick leave days.

8:3 The Board shall grant maternity leave to a teacher upon request subject to the following stipulations and limitations:

- a) Any teacher holding tenure status who becomes pregnant must apply in writing to the superintendent for a leave of absence as soon as the pregnancy is confirmed.
- b) The Board shall grant a maternity leave of absence to a tenure teacher without pay for a period of not more than two (2) years from the effective date of the application for such leave.
- c) Reinstatement of employees to whom such a leave of absence has been granted shall commence with the next regular school year following the expiration of such leave, provided that the application for reinstatement has been made in writing to the superintendent prior to March 1st of the calendar year in which reinstatement is requested. Should such an application not be filed by March 1st of the year in which reinstatement is requested, the contract of the teacher shall be terminated.
- d) The Board will assume no responsibility for re-assignment of such teacher to the same classroom, grade, or subject area. However, the superintendent will attempt, to his fullest extent, to return a teacher to the same grade level that the teacher left.

Article 9

SALARIES

- 9:1 The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- 9:2 Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- 9:3 When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
- 9:4 Each teacher shall receive his final check on the last day in June, provided that he has complied with all closing procedures.
- 9:5 Each teacher may individually elect to have ten (10) percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final payday in June or monthly in July and August. Payment in full will be made immediately upon death or the termination of employment. The teacher may exercise this option only if he has so requested the Board Secretary within the first ten (10) school days of the school year.
- 9:6 The Board of Education agrees to pay one-half (1/2) the cost of certified personnel for graduate studies up to a maximum of \$175.00 per semester, payment to be made during the following September. Courses taken and the request for reimbursement must be approved in advance by the superintendent, and courses must be in related fields.
- 9:7 The Board agrees to compensate teachers supervising certain extra-curricular activities as set forth in Schedule "B" which is attached hereto and made a part hereof.
- 9:8 Full-time teachers performing after-hours tutoring at the request of the Administration will be paid at the rate of \$7.50 per hour.
- 9:9 Teachers who may be required to use their own automobiles to conduct school business at the request of the Administration shall be reimbursed for all such travel according to the current Internal Revenue Service Mileage Reimbursement Schedule.

Article 10

INSURANCE PROTECTION

- 10:1 The basic insurance plan shall be the New Jersey State Health Benefits Program. The Board of Education agrees to pay Blue Cross/Blue Shield Benefits, (Rider J), and Major Medical Insurance for the full time teacher. For a teacher desiring family coverage, the Board of Education will pay fifty percent (50%) toward the plan with the teacher paying the balance. Commencing July 1, 1976, the Board will pay one hundred percent (100%) for a teacher desiring family coverage.
- 10:2 At a teacher's option, however, the Board of Education agrees to pay Washington National Insurance, or any other comparable plan approved by the Board, for the full time employee in lieu of 10:1 above. Payment by the Board will not exceed \$185.00 per year. If the employee desires an improved plan, the balance in excess of \$185.00 will be paid by the employee.

Article 11

MISCELLANEOUS PROVISIONS

- 11:1 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.
- 11:2 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.
- 11:3 Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 11:4 Copies of this Agreement shall be prepared at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- 11:5 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 by written notice to the following people:
- a) If by the Association, to the Board via the Superintendent.
 - b) If by the Board, to the Association President via the Superintendent.

Article 12

DURATION OF AGREEMENT

All Articles of this Agreement shall be in force and binding on both parties effective as of July 1, 1975. The Agreement in its entirety shall continue effective until June 30, 1977, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2, except that Articles 9 and 10 and one other article stipulated by the Association and/or one other article stipulated by the Board may be open for negotiation for the school year 1976-77. Any new articles agreed upon will be placed as an addendum to this contract.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension may occur only if it shall be mutually agreed upon in writing by the parties to the Agreement, and unless such extensions are agreed upon this contract shall expire upon June 30, 1977.

IN WITNESS WHEREOF, The Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon and the Association has caused this Agreement to be signed by its President and Secretary.

Board Approved

President, Board of Education

May 21, 1975
Date

May 21, 1975

Secretary, Board of Education

May 21, 1975
Date

see attached letter

President, Berlin Teachers' Association

May 21, 1975
Date

Secretary, Berlin Teachers' Association

May 21, 1975
Date



No. 1

SCHEDULE "B"

TEACHERS' SALARY SCHEDULE

1975 - 1976

<u>STEP</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>INCREMENTS</u>
1	9,275.00	9,575.00	9,875.00	-
2	9,575.00	9,875.00	10,175.00	300
3	9,875.00	10,175.00	10,475.00	300
4	10,200.00	10,500.00	10,800.00	325
5	10,525.00	10,825.00	11,125.00	325
6	10,875.00	11,175.00	11,475.00	350
7	11,225.00	11,525.00	11,825.00	350
8	11,600.00	11,900.00	12,200.00	375
9	11,975.00	12,275.00	12,575.00	375
10	12,375.00	12,675.00	12,975.00	400
11	12,775.00	13,075.00	13,375.00	400
12	13,225.00	13,525.00	13,825.00	450
13	13,675.00	13,975.00	14,275.00	450
14	14,125.00	14,425.00	14,725.00	450

Supermaximums - The Board of Education agrees to pay a supermaximum of \$50.00 commencing at the beginning of the fifteenth year in the Berlin Borough School District. A supermaximum of \$100.00 will be paid at the beginning of the seventeenth year. The Board of Education agrees to pay, after the seventeenth year, a supermaximum of \$100.00 for every five years of service in the district.

SCHEDULE #1

COACHES' SALARY SCHEDULES

1975 - 1976

Girls' Basketball	\$400.00
Boys' Basketball	400.00
Girls' Softball	200.00
Boys' Softball	200.00
Cheerleader	250.00
Intramurals	75.00