

4-0080

1973-1975

02-41

AGREEMENT

**THIS BOOK DOES  
NOT CIRCULATE**

This Agreement entered into this seventh day of June 1973, by and between the Board of Education of the Borough of Norwood, County of Bergen, hereinafter called the "Board" and the Norwood Teachers' Association, Norwood, Bergen County, New Jersey, hereinafter called the "Association".

WITNESSETH:

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 representative for collective negotiation for all employees of the Board who have been certified by the Association as members thereof in good standing, and certified by the State Board of Education, to teach in the following Unit, including those with tenure, on probation, and on interim but not per diem appointments.

Teachers  
Nurses

ARTICLE II - SALARIES AND ADDITIONAL COMPENSATION

- a. 1. The salaries of all employees covered by this agreement are set forth in Schedule A, which is attached and made part hereof.
2. Courses for credit toward advance placement on the salary guide shall be approved in advance by the school administrator.
3. It is clearly understood and agreed by the parties hereto that the salary increments specified in Schedule A., "Salary Guide", are not automatically granted, but are conditioned upon the recommendation of the administrative principal as delineated in the

policies of the Board of Education. The Board expressly reserves the right to withhold for inefficiency or other good cause the employment increment or the adjustment increment or both.

4. In the event the Board desires to exercise its right to withhold any increment or adjustment as aforesaid, the Board hereby agrees to follow the following procedure:

- (a) Whenever the Administrator decides to submit a recommendation to the Board to withhold a salary increment, the teacher to be so deprived shall be put on notice of this recommendation.
- (b) Arrangements shall be made to afford said teacher a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
- (c) The Board will not take necessary formal action until a date subsequent to the above meeting.
- (d) If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written notice of such action, together with the reasons therefor to the teacher concerned.
- (e) If the Teacher Evaluation Procedure (Policy #4117) has not been adhered to regarding the individual teacher in question, the Board of Education hereby relinquishes its right to withhold his increment.

(f) in the case of a teacher who has had an increment withheld, it shall not be mandatory upon the Board of Education to pay such denied increment in any future year.

b. All employees covered by this agreement shall be covered by the provisions of the cost of living adjustment for the school year 1974-75, as set forth in this section. The cost of living adjustment will be based upon the official Consumer Price Index for urban wage earners and clerical workers for the New York-Northeastern New Jersey area (all items) (1967-100) published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the Index.

For the school year 1974-75, subject, however, to the provisions of this agreement, each step on the salary guide set forth in Schedule A shall be increased by an amount equal to the percentage increase in the Index for November 1973 over November, 1972 (as reported in December of 1973), except, however, from the said Index percentage increase there shall first be deducted the following percentages:

1. 0.5% if two teachers take sabbatical leave.
2. Up to 0.5% if the New York City transit fares increase, or if there is an inordinate increase in hospitalization expenses.

In no event will a decline in the Index cause a reduction in wages for the employees covered by this agreement.

c. All provisions set forth herein for increases in salary are expressly subject to all present and future Federal and State laws concerning wage controls.

d. All teachers who are contracted by resolution of the Norwood Board of Education to participate in certain after school activities, as hereinafter described, shall receive an annual compensation, in addition to the teacher's regular salary for services as a teacher, in accordance with the following schedule:

<u>Activity</u>	<u>Annual Additional Compensation</u>
Cheerleading	\$250.00
Intramurals	\$350.00
Interscholastic (Per Sport)	\$250.00

Either the teacher or the board may discontinue said contracted assignments to the after-school activities as aforesaid, with said discontinuance becoming effective as of the beginning of the ensuing school year, and with said annual additional compensation allowance becoming inoperative as of the date of said discontinuance.

ARTICLE III - AIDES

a. Teachers shall, except as otherwise hereinafter provided, have a duty-free lunch period as long as the students' lunch period. The teachers shall be relieved of direct supervision of the lunchroom and playground during his/her lunch period. The Board shall engage aides for direct supervision of the lunchroom and playgrounds during the lunch period, but the teachers shall be available for assistance and consultation with the aides in the event any question, matter or problem arises during their lunch

period. The assignment and scheduling of the teachers for this duty shall be determined by the Administrative Principal. In the event that such aides are unavailable or absent, the teachers shall perform such duties as assigned and directed by the Administrative Principal without any additional compensation for such work. The Association agrees to include the aides in an orientation program at the beginning of the school year and to meet with the aides from time to time during the school year, to render advice and discuss matters concerning the lunchroom and playground supervision by the aides.

b. The clerical and usual regular work in connection with the teachers' duties, such as (but not limited to, dictating of instructional materials, typing of instructional materials, maintaining permanent records, inventory, collecting of money, shall be and continue to remain the sole and absolute obligation and duty of the teachers, but the Board agrees, in an effort to aid the teachers in the performance of their regular duties, to employ a clerical aide for four half-days per week, for clerical work for the entire instructional staff. The clerical aide shall be assigned to the Administrative Principal who shall determine the duties, activity, work and assignment of the clerical aide.

ARTICLE IV - INSURANCE PROTECTION

a. The Board will pay the full premium for each employee under the New Jersey State Health Benefit Plan for the following:

Blue Cross - Blue Shield  
Rider J  
Major Medical

b. The Board will, upon written request of the employee, also pay the full premium for the employee's immediate family for the above mentioned insurance protection, provided that the Board's insurance carrier and the employee's insurance carrier are not the same company, in which event the premium for the employee's family will not be paid for by the Board. The employee shall furnish the Board with an affidavit to this effect with his or her request for coverage.

c. Teachers are responsible for providing the Board's Secretary with required forms and data within the ten working days of their effective starting date of employment.

ARTICLE V - RENEGOTIATION OF SUCCESSOR AGREEMENT

a. Collective negotiations shall be entered into by the parties hereto in good faith and in accordance with Chapter 303, Public Laws of 1968, and the supplements and the minutes thereto. The Board will receive a complete proposal from the Association no later than October 15, 1974. Collective negotiations shall begin no later than November 15, 1974.

b. The contract shall be in writing and duly signed and executed by the Board and the Teachers' Association.

c. This agreement shall not be modified in whole or in part by the parties hereto except by the instrument in writing duly executed by both parties.

ARTICLE VI - GRIEVANCE PROCEDURE

The grievance procedure shall be as set forth in Schedule C which is attached hereto and made a part hereof.

ARTICLE VII - SICK LEAVE

a. The teachers shall be entitled to eleven (11) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

b. A list of accumulated sick leave of each employee covered by this agreement shall be forwarded by the Board Secretary to the said employee by September 28, 1973 and September 30, 1974.

ARTICLE VIII - TEMPORARY & PERSONAL LEAVE OF ABSENCE

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

i. Four (4) days leave of absence for legal, business, household or family matters which require absence during school hours.

Written application to the Administrative Principal for said leave shall be made before said leave is considered (except in case of emergency) and the applicant for such leave shall be required to state the reason for taking such leave.

ii. Other leaves of absence with pay may be granted by the Board, in its sole and absolute discretion for good reason. The decision of the Board of Education shall be final and conclusive upon the parties hereto and the employee.

iii. Leave granted under the above sections shall be in addition to any sick leave to which the employee is entitled as set forth in this agreement.

ARTICLE IX - SABBATICAL LEAVE

a. A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization, or for other reasons of value to the school system.

b. Sabbatical leave shall be granted according to the following conditions:

1. Requests for sabbatical leave must be received by the Administrator in accordance with the Administrative Regulations. Such request shall be submitted not later than December 15th and action taken by the Board no later than February 15th prior to the school year for which the leave is requested.
2. The teacher shall have completed no less than seven (7) years of continuous satisfactory active service in the school district of Norwood since his last sabbatical leave. Personal leave of absence granted by the Board shall not be construed as an interruption to continuous service. At the same time, leave granted by the Board shall not be counted as part of active service.
3. A teacher on sabbatical leave shall be paid at one-half his bi-weekly pay rate.
4. Upon returning from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.



5. No more than 10% of the teachers qualified shall be granted sabbatical leaves during any school year, but not to exceed two (2) sabbatical leaves per year.

6. Subsequent Service - Return to Active Duty

(a) As a condition to be granted sabbatical leave, the teacher shall enter into a contract, upon mutually agreeable terms, to continue in the service of the Worwood Board of Education for a period of at least two full academic years; immediately following the year in which the sabbatical leave is taken.

(b) Any teacher not completing the service requirement in paragraph 6 (a) above will refund an amount of his sabbatical leave salary in proportion to the unfilled time which he agreed to serve. In the event a teacher fails to repay the amount due after demand for payment has been made, the Board, in addition to the amount so due, shall be entitled to receive from the teacher interest on the amount due at the rate of 7½% per annum, plus reasonable attorney's fees, not to exceed 25% of the amount due, and costs of court, in the event the matter is placed in the hands of an attorney for collection.

7. Forfeiture of Leave:

If the administrator is convinced that a teacher on sabbatical leave is not fulfilling the purpose of such leave of absence, he shall immediately report this fact to the Board of Education and the Board may terminate the leave of absence immediately.

SCHEDULE C  
GRIEVANCE PROCEDURE

A. DEFINITION

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, and/or the interpretation, meaning or application of any of the provisions of this contract. However, the term "grievance" shall not apply to (a) any claim for which a manner or review is prescribed by law; or (b) any rule or regulation of the State Department of Education or Commissioner of Education; or (c) the refusal of the Board of Education to reemploy non-tenure employees or to grant said non-tenure employees a hearing where reemployment of said non-tenure employees has not been approved by the Board of Education.
2. An "aggrieved person" is the person or persons or Association making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. 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 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.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

C. PROCEDURE

1. 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.

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 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 practicable.
3. Level I. A teacher with a grievance shall first discuss it with his immediate superior with the objective of resolving the matter informally.

Level II. If the aggrieved person is not satisfied with the disposition of his grievance at Level I, a grievance may be filed with the District Administrator within five school days after the decision is made at Level I. The District Administrator shall render a written decision within ten school days after receiving the written grievance.

Level III. If the aggrieved person is not satisfied with the disposition of his grievance at Level II, a grievance may be filed with the Board of Education within five school days after the District Administrator's decision. The Board of Education shall make a written decision of the grievance within one calendar month after receipt of the grievance.

Level IV. If the aggrieved person is not satisfied with the disposition of his grievance at Level III, he shall have the right to request advisory arbitration. A written request for advisory arbitration shall be filed with the Board of Education no later than 20 days following the Board of Education's decision. Failure to file within said time period shall constitute a bar to such advisory arbitration, unless the aggrieved person and the Board of Education shall mutually agree upon a longer time within which to assert a request for advisory arbitration.

The Board of Education and the aggrieved will each nominate one advisor. A third member, who shall be the chairman, shall be selected by the advisors named by the Board of Education and the aggrieved party.

The authority of the advisory board shall be advisory only and shall be limited solely to the interpretation of the agreement to which this procedure is annexed and shall have no authority to add to, subtract from, or modify any of said provisions, nor shall the advisory board have the authority to substitute its judgment as to the degree of discipline.

The advisory board, so selected, shall confer with the Board of Education and the aggrieved person and hold private hearings promptly. The advisory board shall issue their decision in writing to the Board of Education and the aggrieved person within 30 days from the date of the closing of the hearings or, if oral hearings have been waived by the Board of Education and the aggrieved person, then from the date the final statements and proofs are submitted to them. The Board of Education will meet as a whole and review the facts and conclusions presented by the advisory board within 30 days. Within 10 days of this review, the aggrieved person will be notified in writing of the Board of Education's conclusions.

#### D. COSTS

The cost for the services of the advisor, including per diem expenses, if any, and actual and necessary travel, and subsistence expenses, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### E. REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, a representative selected or approved by the Association. When a teacher 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. Such procedure concerning representation shall not apply at Level I.

#### F. REPRISALS

No action of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Association, or any other participant, in the grievance procedure by reason of such participation.

#### G. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the District Administrator directly and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance through all levels of the grievance procedure.

- H.
1. All unsatisfactory decisions rendered to the aggrieved person at Levels I, II, III and IV, shall be in writing, setting forth the decision and the reason or reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.
  2. All meetings and hearings under this procedure shall not take place during the school day and shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

SCHEDULE A

Norwood Board of Education

Salary Guide - 1973-74

<u>Credited Years of Experience</u>	<u>Non- Degree</u>	<u>BA</u>	<u>BA+16</u>	<u>MA</u>	<u>MA+16</u>	<u>6 Years</u>
1	7,600	8,600	9,100	9,600	10,100	10,600
2	7,950	9,100	9,630	10,260	10,780	11,310
3	8,160	9,420	9,940	10,680	11,200	11,730
4	8,500	9,860	10,390	11,230	11,750	12,280
5	8,710	10,180	10,700	11,650	12,170	12,700
6	8,920	10,490	11,020	12,070	12,590	13,120
7	9,260	10,940	11,400	12,620	13,140	13,670
8	9,570	11,360	11,880	13,140	13,670	14,190
9	9,890	11,780	12,300	13,670	14,190	14,720
10	10,330	12,320	12,850	14,320	14,850	15,370
11	10,650	12,750	13,270	14,850	15,370	15,930
12	11,070	13,270	13,830	15,480	16,000	16,530
13		13,980	14,500	16,290	16,810	17,340
14			15,030	16,920	17,440	17,970