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1973-74, 1974-75

AGREEMENT

between the

**BRANCBURG TOWNSHIP
EDUCATION ASSOCIATION**

and the

BOARD OF EDUCATION

of the

**TOWNSHIP OF BRANCBURG
COUNTY OF SOMERSET**

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AGREEMENT – DEFINITION – DATE

This Agreement entered into this 21st day of May, 1973 by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF BRANCBURG, hereinafter called the "Board", and THE BRANCBURG TOWNSHIP EDUCATION ASSOCIATION, hereinafter called the "Association".

This agreement is entered into pursuant to and as the result of collective negotiations which have been conducted between the Board and the Association pursuant to the provisions of Chapter 303, Public Laws of 1968.

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and acceptable to both parties and shall have application to the period commencing July 1, 1973 and ending June 30, 1975.

ARTICLE I
RESOLUTION FOR RECOGNITION BY
BOARD OF EDUCATION

Whereas, a majority of the teachers in the positions designated in the units described below in the **Branchburg School** district have designated **The Branchburg Township Education Association** as their representative for the purpose of collective negotiations; and

Whereas, such teachers constitute an appropriate unit for collective negotiations: Now, therefore, be it

RESOLVED by the **Branchburg Township Board of Education**, that pursuant to Chapter 303, Public Laws 1968, the Board of Education of **Branchburg Township** in the **County of Somerset**, New Jersey recognizes the **Branchburg Township Education Association** as the exclusive representative for collective negotiation concerning the terms and conditions of employment of the employees included in the units described below:

I. STATE CERTIFIED PERSONNEL (hereinafter described as "Teacher")

Teachers	Reading Teachers
Degree Nurses	Non-degree Nurses
Speech Correctionists	

II. NON-CERTIFIED PERSONNEL

Secretarial and Clerical
All other employees of the **Branchburg Township**

Board of Education shall be excluded. Such excluded employees shall include, but not be limited to:

Administrators	Attendance Officer
Principals	School Physician
Custodian	School Psychologists
Board Secretary	Bus Drivers
Superintendent's Secretary	

ADOPTED 9/20/71

**As revised by Branchburg Township Board of Education
9/20/71**

**As revised by Branchburg Township Education Associ-
ation 9/20/71**

ARTICLE II GRIEVANCE PROCEDURE

A. DEFINITIONS

“A grievance shall mean a complaint by an employee (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative practice governing or affecting employees. However, the term “grievance” shall not apply to any matter as to which (a) a method of review is prescribed by law or State Board rule having the force and effect of law, or (b) The Board of Education is without authority to act or (c) a complaint of a non-tenure employee which arises by reason of his not being re-employed. As used in this definition, the term “employee” shall mean also a group of employees having the same grievance.

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 employees. 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 employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the association.

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 as identified in the constitution of the association, between the negotiation committee of the Board and the professional committee of the association.

2. In the event a grievance is filed with the chairman of professional committee at such time that it cannot be processed through all the steps 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 a party in interest, 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 ONE

An employee with a grievance shall first discuss it with his principal or immediate superior, either directly or through the association's designated representative,

with the objective of resolving the matter informally.

4. LEVEL TWO

If the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the chairman of the professional committee within five (5) school days after the decision at level one or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the chairman of the professional committee shall refer it to the Superintendent of schools.

5. LEVEL THREE

(a) If the aggrieved person is not satisfied with the disposition of his grievance at level two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the chairman of the professional committee submit his grievance to arbitration. If the professional committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request

by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the professional committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties (negotiation committee of the Board and the professional committee of the Association) 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.

(c) The arbitrator so selected shall confer with the representatives of the Board and the professional committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. 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 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.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.

2. No reprisals 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 professional committee or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. If, in the judgment of the professional committee, a grievance affects a group or class of employees, the professional committee may submit such grievance in writing to the Superintendent directly and the processing

of such grievance shall be commenced at level two.

2. Decisions rendered at level one which are unsatisfactory to the aggrieved person and all decisions rendered at levels two and three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the chairman of the professional committee. Decisions rendered at level three shall be in accordance with the procedures set forth in Section C, of this article.

3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the employees.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated or selected representatives.

ARTICLE III SALARIES

A. The salaries of all teachers covered by this agreement are set forth in the salary guide which is attached hereto and made a part hereof in Schedule A.

B. Teachers may individually elect to have 10% of their monthly salary deducted from their pay, these funds to be paid to the teacher on the final pay day in June.

C. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

D. It is understood and agreed that nurses' salaries shall be computed in accordance with the full salary guide set forth in Schedule A of this agreement.

E. Salaries or wages of secretaries and library personnel shall be increased by varying amounts with the total accumulative increase averaging 5.5% of the salaries in effect as of June 1, 1973. Individual salaries shall be established by the Superintendent and approved by the Board based upon local experience, evaluations by supervisory personnel, and job classification. These secretarial and clerical salaries shall be established with the following ranges:

CLASSIFICATION	RANGE
Secretary I (Includes those secretar-	* (Assuming a 12 month con-

ies to Administrative Officers which are in the Branchburg Township Education Association bargaining unit)

tract based on 37.5 hrs. per week - ½ hr. for lunch each day)

\$4,300.00 to \$6,752.00

Secretary II

(Includes those assistant secretaries to the Administrative Officers which are included in the Branchburg Township Education Association bargaining unit)

\$4,200.00 to \$6,541.00 *

Secretary III

(Includes all full time clerk-typists doing general administrative duties)

\$4,000.00 to \$6,119.00 *

Secretary IV

(Includes all part time clerk-typists employed on an hourly basis)

\$2.25 to \$3.17 per hour

Library Personnel

\$4,100.00 to \$6,330.00 *

SCHEDULE A
BRANCHBURG TOWNSHIP SCHOOLS
1973-74
TEACHER SALARY GUIDE

Years Em- ploy.	2-3 Level	Bachelor's	Masters or 150 Credits	6 yr. Level 182 Credits	7 yr. Level 212 Credits
1	\$ 7,975	\$ 8,475	\$ 9,075	\$ 9,675	\$10,275
2	8,325	8,825	9,425	10,025	10,625
3	8,675	9,175	9,775	10,375	10,975
4	9,025	9,525	10,125	10,725	11,325
5	9,600	10,100	10,700	11,300	11,900
6	10,000	10,500	11,100	11,700	12,300
7	10,400	10,900	11,500	12,100	12,700
8	10,800	11,300	11,900	12,500	13,100
9	11,200	11,700	12,300	12,900	13,500
10	11,600	12,100	12,700	13,300	13,900
11	12,000	12,500	13,100	13,700	14,300
12	12,500	13,000	13,600	14,200	14,800
13	13,000	13,500	14,100	14,700	15,300
15	13,500	14,000	14,600	15,200	15,800
17	13,800	14,300	14,900	15,500	16,100
20	14,100	14,600	15,200	15,800	16,400
25	14,300	14,800	15,400	16,000	16,600
30	14,500	15,000	15,600	16,200	16,800
35	14,800	15,300	15,900	16,500	17,100

May 21, 1973

NOTE: This guide is based upon a 7.9% total average increase for 1973-74. The 1974-75 guide shall have no training level additions and be based upon an 8.0% total average increase over the 1973-74 guide, and with Administrative-Board final responsibility for distribution of the 8.0% (after consideration of recommendations from Branchburg Township Education Association officers).

ARTICLE IV INSURANCE PROTECTION

A. The Board, after review with the Association regarding appropriate insurance carriers, shall provide health care insurance protection* for each full time employee.

B. The Board agrees to pay the full premium for each employee and pay full premium for family plan** insurance coverage.

C. Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association.

D. There shall be a mutual acceptance of the choice of carrier between the Board of Education and the Association.

E. The Board of Education shall assume the administration or administrative costs of a dental plan to be chosen by the Association. All other costs and premiums of such dental plan shall be borne by the Association or its members.

*Health care insurance protection shall be equal to that provided to employees during 1970-71.

**The term family plan where herein used shall include spouse and/or children.

ARTICLE V
REGULATIONS REGARDING OPERATION OF
SALARY GUIDE

- I "Salary guide" is understood to be a proposed plan for fixing salaries which the Board of Education has adopted as a guide only and should not be confused with "Salary Schedule" which is an officially adopted plan for salary payments binding under its provisions while in use by the Board.
- II New teachers without previous experience shall be employed at the minimum salary of the proper training group.
- III Teachers new to Branchburg but with experience in other districts, shall not be placed higher on the guide than the highest present member of the faculty with similar experience and training. Full credit for the first two years of out-of-town approved teaching experience will be allowed, thereafter one-half credit for each year.
- IV The following shall apply to credits granted for previous experience in other than the teaching profession:
 - A. Military Service
 - 1. Teachers who involuntarily leave employment

in this school district to enter military service will be granted 1 full credit for each of the first two years of such service and ½ credit for each of 2 successive years of such service with maximum credits granted set at 3.

2. Each 12 consecutive months of honorably discharged service or major portion thereof (7 such months) in the Armed Forces of the United States of America shall be calculated to be 1 year.

3. Previous military experience of teachers new to this school district will be considered in the granting of appropriate credits when, in the opinion of the school board, such experience materially advances the teacher's ability.

B. Civilian Experience

1. Previous experience in a civilian occupation or profession will be considered in the granting of appropriate credits when, in the opinion of the school board, such experience materially advances the teacher's teaching ability.

- V The Board of Education reserves the right to decline to advance a teacher according to the guide because of unsatisfactory work or other reasons. If a teacher is not advanced he or she shall be given an explanation by the administration and the right to review by the Board of Education.

- VI Teachers expecting to qualify for the next higher salary level must notify the administrator no later than September 30 of the year preceding the actual change in salary level. Only credits earned before August 31 of the budgeted year will be acceptable for the new rating. No course shall be credited toward the next training classification unless it has the approval of the administrator.
- VII The Board of Education reserves the right to employ a new teacher at any salary it deems necessary.

ORIGINAL APPROVED — 10/10/60 .
REVISION APPROVED — 1/9/61
2ND REVISION — 3/9/64

**ARTICLE VI
REGULATIONS REGARDING ABSENCE
OF EMPLOYEES**

I STATE LAW 18A:30.2

A. All persons steadily employed by the Board of Education are permitted sick leave with full pay for ten days each year. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household. The Board may require a physician's certificate.

II LOCAL PROVISIONS

A. The following may be permitted per school year without accumulations.

1. Critical illness in immediate family - 5 days maximum (wife, husband, father, mother, son, daughter or any other person residing in the household or directly dependent upon the employee for the major portion of his or her sustenance. Where the absence under this sub-paragraph is based on the illness of a person in the last category indicated herein, the employee shall furnish the Superintendent with evidence of the required degree of dependence.

2. Death in immediate family - 5 days maximum (grandfather, grandmother, father, father-in-law,

mother, mother-in-law, husband, wife, child, brother, sister, brother-in-law, sister-in-law or any other person residing in the household or directly dependent upon the employee for the major portion of his or her sustenance. Where the absence under this sub-paragraph is based on the death of a person in the last category indicated herein, the employee shall furnish the Superintendent with evidence of the required degree of dependence).

3. An allowance of leave for personal reasons with prior approval by the Superintendent, such leave not to exceed a total of three (3) days. This category shall include, but not be limited to, the following:

- a. Court Subpoena (not involving moral turpitude on the part of the employee)
- b. Marriage of Employee
- c. No stated purpose (a maximum of one day shall be allowed without statement of purpose, provided however, that an absence for this reason shall not be allowed on the first day of school, the day before or after any day designated as a holiday on the school calendar, or the last day of school).

4. Two days for religious observance

5. Two additional sick leave days

B. Should an employee be absent more than days accumulated, a per diem rate ($1/200$ for teachers, $1/280$ for janitors and secretaries) of the annual contractual salary shall be deducted.

C. Beginning employees shall be credited with 50% of unused New Jersey sick leave accumulation, not to exceed 30 days.

**ARTICLE VII
REGULATIONS GOVERNING MATERNITY
OR ADOPTION LEAVE OF ABSENCE**

The Board of Education will grant a maternity or adoption leave of absence without pay to any employee under the following conditions:

1. That written application by the employee be placed with the Superintendent during the first three months of pregnancy or within at least sixty days of the intended effective date of leave in the case of adoption.
2. That said application shall indicate at least 60 days advance notice for effective date of leave.
3. A pregnant teacher is entitled to remain on her job as long as she is able to produce certification from a physician that she can continue working. If the Board disagrees, an impartial doctor must be appointed to make a binding decision.
4. That the leave shall continue to a year from the September immediately following the date beginning the leave.
5. That on or before April 1 of the given year, an employee granted a maternity or adoption leave shall indicate to the Superintendent in writing her intention to return to teaching in September. Failure to do so will be construed as decision not to return and the employee's

employment will be ended on that date.

6. Before returning to work, the employee shall present a doctor's certificate of personal fitness.

7. Employees on maternity or adoption leave shall not be considered as in the active employment of the Board and will not accrue any benefits associated with active employment.

**ARTICLE VIII
REGULATIONS GOVERNING
SABBATICAL LEAVES**

In order to stimulate and improve teaching in the Branchburg Township Schools, the Board of Education may permit the issuance of sabbatical leaves to teachers under the following conditions:

1. The teacher must have served in our district for a period of at least 7 years.
2. The absence may be for a period of time up to one year for the purpose of professional improvement through study or travel.
3. Requests shall be placed with Superintendent for review and possible recommendation to the Board of Education.
4. During this sabbatical, the teacher shall continue in the employ of the school district and shall receive compensation equal to full salary for the leave period.
5. A written, explanatory request for a sabbatical shall be made prior to the end of the first school day in January of the school year of absence. Purpose, date of application, replacement factor, length of service, and budgetary limitations will be factors in determining the number of grants in any particular year.
6. The teacher shall agree to return to the service of the Board of Education, upon completion of a sabbatical

leave for a period of at least two years.

7. The returning teacher shall be assigned to his former position, if possible, or to a comparable position.
8. A detailed report evaluating the professional objectives obtained during the sabbatical, shall be made available for Superintendent and Board review.
9. The number of sabbaticals granted in any one year shall not exceed 2% of the total professional staff.

**ARTICLE IX
REGULATIONS GOVERNING REIMBURSEMENT
PLAN TO COVER COST OF IN-SERVICE
COURSES FOR PROFESSIONAL STAFF**

1. That the teacher possess or be eligible for a New Jersey permanent certificate.
2. That the Principal and Superintendent approve the course in advance.
3. That the course be related to the teacher's present or future assignment.
4. That the cost be reimbursable at the actual rate charged by New Jersey State colleges.
5. That the teacher must satisfactorily pass the course.
6. That official college transcript accompany request for reimbursement.
7. That reimbursement requests be considered on September 30 and February 28 of each year.
8. That the teacher shall be under contract at the time of reimbursement.

ARTICLE X AGREEMENT COVERAGE

The making of this agreement shall not limit future negotiations and agreements between the parties to only those subject matters herein included and agreed upon but such future negotiations and agreements subsequent to the expiration of this agreement, may include any such other subject matters as may hereafter be determined, either by statute or other legally effective regulations, judicial interpretations, or agreement between the parties, to be matters properly falling within the definition of the phrase "terms and conditions of employment" as used in the statute herein above referred to and, therefore, properly subject to such future negotiations and agreement between the parties.

ARTICLE XI MISCELLANEOUS PROVISIONS

I CLASS SIZE

The parties recognize the desirability from both an educational viewpoint and from the viewpoint of providing a good working environment for teachers, of limiting students participating in a class and of equalizing as much as possible the number of students assigned to the various classes conducted within a grade level or subject area. To that end it is the policy of the Board to limit class sizes and to equalize class sizes to an extent consistent with sound educational principles and the fiscal and physical facilities of the district.

II EXTENDING SICK BENEFITS BEYOND ACCUMULATED SICK LEAVE ALLOWANCE

(For teachers, reimburse the difference between substitute cost and teacher cost within any given school year)

To that end, it shall also be the policy of the Board to review individual requests from association members, and upon due consideration of the merits of each case, to extend said benefits, if in the judgment of the Board of Education, there is just cause.

III INSTRUCTIONAL COUNCIL

An Instructional Council has been established, consisting of 3 members appointed by the Board, and 3 mem-

bers appointed by the Association, such appointments for a two year term. The operation of the Instructional Council shall be governed by details outlined in "Branchburg Township Schools - Instructional Council", dated May 22, 1972, and approved by both parties. It is understood and agreed that the operations and recommendations of such Instructional Council shall not be subject to the Grievance Procedure set forth in Article II of this agreement.

IV EXTENDED LEAVES OF ABSENCE

In the case of military, teaching fellowships, internships, or similar leaves of absence granted by the Board, a teacher shall be considered to be actively employed by the Board during the full term of the leave and, upon return to employment by the Board, he shall be placed on the salary schedule at the level he would have achieved if he had not taken a leave of absence, subject however, with respect to military leaves, to the provisions of Article V, Paragraph IV of this agreement.

V SCHOOL CALENDAR

A. The Board agrees that the Superintendent of Schools will transmit the annual proposed school calendar to the Association and shall meet with appropriate officials of the Association to discuss and consider revision of the calendar with reference to legal holidays as provided in Title 36:1-1 of the Revised New Jersey Statutes, before transmission to

the Board.

B. Acceptance of the Calendar by the Association is not mandatory before the calendar may be transmitted or adopted.

VI IN-SERVICE WORKSHOPS

The Board shall provide released time for an annual in-service workshop as programmed or arranged by the Instructional Council.

AGREEMENT SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents and authorized representatives, all on the day and year first above written.

BRANCBURG TOWNSHIP
BOARD OF EDUCATION

BRANCBURG TOWNSHIP
EDUCATION ASSOCIATION

by _____
President

by _____
President

Secretary

Secretary