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ARTICLE

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**THIS BOOK DOES  
NOT CIRCULATE**

April, 1969

RESOLUTION FOR RECOGNITION

by Board of Education

WHEREAS, A majority of the teachers in the positions designated in the unit described below in the Bradley Beach School District have designated the Bradley Beach Teachers' 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 Bradley Beach Board of Education, That pursuant to Chapter 303, Public Laws 1968, the Board of Education of Bradley Beach, the City of Bradley Beach, New Jersey, recognizes the Bradley Beach Teachers' Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment of the teachers included in the unit described below:

Classroom Teachers

\*Nurses

\*School Secretaries

\*Special Classroom Teachers

\* Personnel compensated by Federal Title Funds do not adhere to that part of this agreement dealing with monetary compensation.

PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1969, by and between the Board of Education of Bradley Beach Grammar School, the City of Bradley Beach, New Jersey, hereinafter called the "Board," and the Bradley Beach Teachers' Association, hereinafter called the "Association."

## W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Bradley Beach School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated 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,

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

PROVISIONS

- A. 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.
- B. 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.
- C. 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 an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, or discipline of teachers or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- 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 by telegram or registered letter at the following addresses:
  - 1. If by Association, to Board at 515 Brinley Avenue,
  - 2. If by Board, to Association Secretary.

ARTICLE XXII  
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1969 and shall continue in effect until June 30th, 1970, subject to the Association's right to negotiate over successor Agreement as provided in Article I. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

\_\_\_\_\_ Association \_\_\_\_\_ Board of  
Education

By \_\_\_\_\_ By \_\_\_\_\_  
Its President Its President

By \_\_\_\_\_ By \_\_\_\_\_  
Its Secretary Its Secretary

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 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 September 15, 1969 of the school calendar year preceding the school calendar 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.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- D. 1. Representatives of the Board and the Association's negotiating committee shall meet on a mutually agreeable day in the first week of every month, for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss. The agenda is to be submitted to the secretaries of each party.
3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- E. Except as this Agreement shall hereinafter 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 nor otherwise detract from any teacher benefit existing prior to its effective date.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this agreement, with any organization other than the Association for the duration of this Agreement.

- G. 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.

GRIEVANCE PROCEDURE

## A. Definition:

1. A "grievance" is a claim based upon an event or condition which affects the welfare or working conditions of a teacher or group of teachers.
2. An "aggrieved person" is the person or persons 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:

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

## Procedure:

- Level I A teacher with a grievance shall first discuss it with his superintendent. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level I, he shall file in writing a copy of his grievance with the Superintendent, who shall have ten school days to settle the matter.
- Level II If the aggrieved person is not satisfied with the disposition of his grievance by the Superintendent, he shall file, in writing, a copy of the grievance with the Teachers Association who has ten school days to review it. (Copies filed with Chairman of Personnel Committee.) If the Association decides that the grievance has merit and should be further reviewed, they may request a meeting with the Superintendent and Personnel Committee which shall take place within five days after the request.



Level III

If the aggrieved person or the Association is not satisfied with the Superintendent's decision after the aforementioned meeting, the matter shall be presented within the next ten days to the Board of Education at the next regularly scheduled meeting or at a special meeting called for that purpose for a review and decision. Copies of all writings shall be available to the Board of Education when the matter is presented to them.

The Board shall have fifteen calendar days from the date of the meeting at which the matter was considered to render a decision.

Level IV

Within five days after completion of level three, the Board and Teachers 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 made 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.

The arbitrator so selected shall confer with the representatives of the Board and the Association 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 have been 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 for their consideration.

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.

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. 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, when it effects the welfare of the majority.

1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest of the Bradley Beach Teachers' Association.
2. 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 participants.
3. 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.
4. All meetings and hearings under this procedure 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.
5. All press releases must have joint approval of the Board of Education and aggrieved person or persons, and the Bradley Beach Teachers' Association.

Sample

Grievance # \_\_\_\_\_ School District \_\_\_\_\_

Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

**GRIEVANCE REPORT**

Submit to Principal or Immediate Superior  
in Duplicate

| <u>Building</u> | <u>Assignment</u> | <u>Name of Grievant</u> | <u>Date Filed</u> |
|-----------------|-------------------|-------------------------|-------------------|
|                 |                   |                         |                   |

**STEP I**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_  
\_\_\_\_\_

(If additional space is needed  
in reporting Sections B1 & 2,  
attach an additional sheet.)

Signature

Date

C. Disposition by Principal or Immediate Superior \_\_\_\_\_  
\_\_\_\_\_

Signature of Principal  
or Immediate Superior

Date

D. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_

Signature

Date

## ARTICLE XV

SICK LEAVE

As of September 1, 1969, all teachers employed, shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. (\*As prescribed by State Law)

\* N. J. Statutes, Page 222, Paragraph 18A:30-2

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1969-70 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence, with full pay each school year:
1. Three (3) days leave of absence for personal, legal, observance of religious holidays, business, household or family matters which require absence during school hours, (non-accumulative.) Application to the teacher's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section.
  2. Time necessary for the purpose of visiting other schools or attending meetings or conferences of an educational nature, may be granted by the Superintendent.
  3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system, if the teacher is required by law to attend, or any court subpoena.
  4. Up to five (5) days, which are not accumulative, at any one time in the event of death or serious illness of a teacher's spouse, child, father, mother, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, or other related members of the immediate household. Teachers shall be granted up to one (1) day in the event of death of a teacher's friend or relative outside the teacher's immediate family, as defined above. In the event of death of a teacher or student in the Bradley Beach School District, the principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off, to attend the funeral.
  5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay, less amount received from any of the above.

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE VI

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to one (1) tenure teacher designated by the Association shall, upon request, be granted a leave of absence without pay for up to one year for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay of up to one (1) year shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, or any tenure teacher who's spouse is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.
- D. A leave of absence without pay of up to one (1) year shall be granted to a tenure teacher for the purpose of caring for a sick member of the teacher's immediate family, spouse, children, parents, or any relatives that are residents of the teacher's household.
- E. Other leaves of absence without pay may be granted by the Board for good reason.
- F. 1. Upon return from leave granted pursuant to Section A, B, C, of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to section D & E of this ARTICLE, nor shall such time count toward fulfillment of the time requirement for acquiring tenure.
2. 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 assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- G. All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE VII  
MATERNITY LEAVE

1. The Board of Education will grant a leave of absence for maternity to any regularly employed staff member who is under tenure in the school system, and who presents such a request for leave in writing to the Superintendent.
2. The application for a maternity leave shall be filed with the Superintendent as soon as possible after pregnancy is determined. Along with this application, a physician's certificate indicating estimated date of birth, must be submitted. The employee shall terminate her work not later than the end of the fifth month of pregnancy.
3. Such leaves of absence shall be for a period of one full school year and shall not be construed to imply that a teacher on such leave may return during the time that the school year is in progress. Teachers granted such leave shall be returned to their position in September of each school year.
4. The Board of Education may, upon written request, and after determining another employee will not attain tenure in the applicant's position, determine to extend the original grant of one year of absence. A reduction of this one year maternity leave may be requested, by submitting a written request and a physician's statement of health, thirty (30) days prior to the proposed returning date of employee.
5. Eligibility for any percentage of salary increment upon the return of the employee, who is granted a leave, will be pro rated by the Superintendent.

|    | B.S.      |           | M.A. or<br>B.S. + 30 | M.A. + 15 | 30        |
|----|-----------|-----------|----------------------|-----------|-----------|
| 1  | \$ 6,480. | \$ 6,810. | \$ 7,020.            | \$ 7,236. | \$ 7,452. |
| 2  | 6,810.    | 7,020.    | 7,344.               | 7,560.    | 7,884.    |
| 3  | 7,128.    | 7,344.    | 7,668.               | 7,884.    | 8,208.    |
| 4  | 7,452.    | 7,668.    | 7,992.               | 8,208.    | 8,532.    |
| 5  | 7,776.    | 7,992.    | 8,316.               | 8,532.    | 8,856.    |
| 6  | 8,100.    | 8,306.    | 8,640.               | 8,856.    | 9,180.    |
| 7  | 8,424.    | 8,640.    | 8,964.               | 9,180.    | 9,504.    |
| 8  | 8,748.    | 8,964.    | 9,288.               | 9,504.    | 9,828.    |
| 9  | 9,072.    | 9,288.    | 9,612.               | 9,828.    | 10,152.   |
| 10 | 9,396.    | 9,612.    | 9,936.               | 10,152.   | 10,476.   |
| 11 | 9,720.    | 9,936.    | 10,260.              | 10,476.   | 10,800.   |
| 12 | 10,044.   | 10,260.   | 10,584.              | 10,800.   | 11,124.   |

Guide for School Nurse \$5,500. to \$8,800. in 12 steps with \$300 intervals.

Adopted by the Board of Education on January 31, 1959.



1. B.S. + 15 or M.A. + 15 credits must be at the graduate level and in courses leading to a degree or in the students related field of employment.
2. B.S. + 15 and M.A. + 15 for March contract the 15 credits would have to be completed by second semester of the current year or by June 30th. If the + 15 credits are completed prior to September 1st, a new contract would be written giving credit for the additional credits.
3. The Board of Education agreed for 1969-70 school year to give each teacher and the nurse \$100.00 toward their hospitalization or insurance.
4. The Board of Education agreed for the 1969-70 school year to give each teacher and the nurse \$50.00 for each successfully completed course, approved by the Superintendent, providing the course or courses were taken during the period July 1, 1969 to June 30, 1970.