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PERC

1976 - 1977

CONTRACT OF NEGOTIATIONS

BETWEEN

THE SWEDESORO BOARD OF EDUCATION -

AND

THE SWEDESORO EDUCATION ASSOCIATION

PREAMBLE

The Swedesboro Board of Education recognizes the Swedesboro Education Association as the exclusive majority representative for negotiations concerning grievances and terms and conditions of employment for all certified personnel, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board excluding:

Administrative Personnel.

On or before November 1, an effort will be made to begin negotiation procedures for the ensuing year.

## ARTICLE I

### GRIEVANCE PROCEDURE

#### A. Definition

A grievance is a claim by a teacher or the Swedesboro Education Association that there has been a violation, misinterpretation or inequitable application of the terms of an agreement entered into by the Swedesboro Board of Education and the Swedesboro Education Association, established Board policies, or administrative decisions affecting a teacher or a group of teachers. However, the term grievance shall not apply to any matter which:

- (1) a method of review is prescribed by Law or State Board rule having the force and effect of law.
- (2) the Board of Education is without authority to act.
- (3) a complaint of a non-tenure teacher which arises by reason of his being dismissed for cause or not being re-employed.

#### B. Procedure

1. If a head teacher has been designated for a building, the teacher shall discuss the grievance with the head teacher within three school days of the occurrence of the grievance and the head teacher shall render a decision within two school days.
2. If no satisfactory settlement is reached in the first step or there is no designated head teacher, the teacher shall then present his grievance in writing to the Administrative Principal within ten school days after the occurrence of the grievance. The Administrative Principal shall give his decision to the teacher within five school days of his receipt of the grievance.
3. In the event no satisfactory settlement is reached in the preceding step, the teacher may present the grievance in writing through the Administrative Principal to the Board of Education within three school days following receipt of the Administrative Principal's decision.
4. The Board of Education shall meet with the teacher within 15 school days.
5. At appearance before the Board of Education, the grievant may exercise his right to designate another person of his own choosing to appear with him or for him.
6. In the event no appeal is taken to the succeeding step in the grievance procedure within the time limit set forth, the decision rendered in the previous step shall be final.

Article I (continued)

7. The time in any of the steps outlined above may be extended by mutual agreement.

C. Reprisals

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

D. Meetings and Hearings

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.

ARTICLE II

TEACHER EMPLOYMENT

A. Contracts

1. A teacher shall be notified in writing by April 30, whether or not he is to be rehired for the following school year and the teacher shall notify the Board in writing by May 31, whether or not he accepts a contract to teach the following school year. If the letter of intent is not received by May 31, the Board will consider the teacher's contract terminated.
2. A teacher being employed for the first time may be allowed credit on the salary guide for previous experience, including military service. This does not guarantee that a new teacher will be hired at his proper place on the salary guide, but rather that he will reach his proper place on the guide within two years.

B. Meetings

Teacher participation in a reasonable number of extra-curricular activities, attendance at professional staff meetings, PTA meetings, open house and similar school activities, is a part of his professional responsibilities.

C. Extra-Curricular Activities

Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated according to the rate established by the Board. The Board shall furnish a job description.

Article II (continued)

1. Girls Intermurals, Boys Intermurals, Visual Aids Coordinator, and Safety Patrol Leader are some to be considered.

D. School Calendar

1. The Administrative Principal shall provide the Association with a copy of the proposed school calendar prior to its adoption by the Board.
2. For the 1976-77 calendar year, the following changes are recommended:
  - (a) One-half day sessions for pupils and teachers the day preceding Thanksgiving and Christmas holidays. One-half day session for pupils the day preceding Easter holidays. Teachers will be dismissed that day at the discretion of the administrator.
  - (b) One-half day sessions for Pre-First pupils the first (one) week of school in September 1976, one-half day at end of September for all pupils for teachers to work on grouping and 4 half days during course of year for in-service according to the regional calendar.

E. Dismissal Time

3:00 p.m. pupils - 3:20 p.m. Teachers, 20 minutes after school is dismissed.

F. Substitutes

A special substitute will be hired to reimburse time lost due to the absence of special subject teachers.

TEACHER-ADMINISTRATION LIAISON

The Association shall select a Faculty Council which shall meet with the Administrative Principal when the need arises. Said council shall consist of two teachers from the Hill School and one teacher from the Clifford School.

ARTICLE IV

PROFESSIONAL GROWTH

A. Pay and Expenses for Required Training.

The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops seminars, conferences, in-service training sessions or other sessions which a teacher is required and/or requested by the administration to take.

ARTICLE IV (continued)

B. Pay and Expenses for Professional Development.

The Board will reimburse full time regular teachers three-fourths of the cost of tuition, fees and books up to a maximum of \$300.00 for 1976-77 year, and part time regular teachers a percentage of these figures (i.e. 1/5 to 1/4) per school year for college courses taken for professional development during the school year provided.

1. The course is approved by the Administrative Principal prior to the time it is taken.
2. The course is successfully completed and evidence to this effect is submitted to the Administrative Principal.
3. Evidence of cost and charges, i.e., checks, receipts, etc. are presented upon application for reimbursement.
4. The teacher is still employed by the Board at the time the course is completed and reimbursement is applied for.

SALARY

A. Salary Schedule

The salary of each teacher covered by this agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

B. Method of Payment

1. Each teacher employed on a ten month basis shall be paid in twenty equal semi-monthly installments, on or before the 15th, and 30th, of each month.
2. Summer pay plan--each teacher may individually elect to have ten percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate in two payments on or before July 15 and August 15, respectfully.
3. Each teacher shall receive his final pay on his last working day in June, or on June 15, whichever comes first.

C. Teacher Assignment

All teachers shall be given written notice of their salary schedule, class assignments, building assignments and room assignments for the forthcoming year, not later than June 1st. unless emergency conditions dictate otherwise.

## ARTICLE VI

### TEMPORARY LEAVES OF ABSENCE

#### A. Personal Illness

The regular yearly allowance for sick leave without loss of pay shall be ten (10) days. Such sick leave allowance is cumulative.

After all accumulated current sick leave has been used up, the employee is permitted ten (10) additional days which time the salary of the teacher will be subject to the deduction of the wage of a substitute. (This feature may be used only once during a school year.)

#### B. Maternity Leave

Shall be according to Board policy.

#### C. Personal Days

Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application for personal leave shall be made at least five (5) days in advance of taking such leave except in the case of emergencies. The applicant shall not be required to state the reason for taking such leave other than that he is taking it under this section, and shall not lose pay for these days.

#### D. Legal

There shall be no loss in pay for a required appearance in court of law involving no moral turpitude on the part of employee.

#### E. Death in Family

Up to three (3) days at any one time in the event of death or serious illness of a teacher's spouse, child, parent, sister, brother, grandparents, mother-in-law, father-in-law, or member of family unit living in the same household.

#### F. Good Cause

Other leaves of absence with pay may be granted by the Board for good reason.

#### G. School Professional Days

Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

## ARTICLE VII

### SABBATICAL LEAVE

#### A. Purpose

A sabbatical leave shall be granted to a teacher by the Board for study, scholarship, fellowship, and for other reasons of value to the school system, as approved by the Board of Education.

1. Applicant must have completed seven consecutive years in this district.
2. Not more than one employee shall be granted leave in any one year.
3. Application for sabbatical leave is to be made in writing to the Administrative Principal on or before December first of the year preceding the school year during which leave is requested.
4. Approval by the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties.
5. A teacher on sabbatical leave shall be paid by the Board at (50%) fifty percent of the salary rate which he would have received if he had remained on active duty. These salary rates are to be in effect for sabbatical leaves taken for study or travel.
6. Employee must signify intent of returning to Swedesboro for two years after completion of sabbatical. Employee assured position on return and will be placed on the proper step on the salary guide as though he had not been on leave.

## ARTICLE VIII

### HOSPITALIZATION

- A. The Board of Education agrees to contribute for each employee who participates in a Board approved hospitalization plan, amounts as listed below in the plan in effect as of the effective date of this agreement.
1. 100 % individual rate for employee and family (Blue Cross, Blue Shield, Major Medical.)
  2. 100 % Washington National Insurance for employees not covered under the Board's hospitalization plan, as long as premium does not exceed that paid for hospitalization.



SALARY GUIDE

1976-77

<u>YEARS EXP.</u>	<u>NON DEGREE</u>	<u>DEGREE</u>	<u>B.A. + 15</u>	<u>B.A. + 30</u>	<u>MASTERS</u>
0-1	0	0	0	0	0
2	\$9270	\$9570	\$9870	\$10,170	\$10,470
3	9600	9900	10,200	10,500	10,800
4	9985	10,285	10,585	10,885	11,185
5	10,370	10,670	10,970	11,270	11,570
6	10,910	11,110	11,410	11,710	12,010
7	11,250	11,550	11,850	12,150	12,450
8	11,690	11,990	12,290	12,590	12,890
9	12,130	12,430	12,730	13,030	13,330
10	12,570	12,870	13,170	13,470	13,770
11	13,010	13,310	13,610	13,910	14,210
12	13,505	13,805	14,105	14,405	14,705
13	14,000	14,300	14,600	14,900	15,200

\$200 after 20 years of teaching experience.

\$200 after 30 years of teaching experience.

Each teacher will receive an across the board salary increase based on the above salary guide of \$950 leaving the first step negotiable for future contracts.

ARTICLE IX

AIDES

The Board will earnestly attempt to hire qualified aides to supervise the cafeteria during lunch periods.

ARTICLE X

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1976 and shall continue in effect until a successor agreement has been completely negotiated.
- B. The Board shall provide each teacher with a copy of the current contract at Board expense.
- C. In witness whereof the Board and the Association have caused this agreement to be executed by their duly authorized representatives on the Eleventh (11) day of June  
1976.

Carolyn A. Nupper  
President, Swedesboro Education Association

Pauline A. Casella  
President, Swedesboro  
Board of Education

Helen T. Reistle  
Secretary, Swedesboro Education  
Association

Allen D. Jess  
Secretary, Swedesboro Board of  
Education

James L. Sharpe  
Chief Negotiator

**CONTRACT AMMENDMENT**

**1976-77**

Due to the current fiscal crisis, the Board has made an across the board offer of \$950.00. This offer was in no way intended to remove the normal scale for future contracts. In the event that School State Aid returns to normal next year, either through the income tax or other State funds, every effort will be made to return to the normal salary schedule, retaining the steps.