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05-01

Clayton
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9/88

Clayton, Board of, Board of
and

Agreement/Contract

1981-82-83

CEA/Board of Ed.

Clayton Education Association

x 1981-82
82-83
83-84

This agreement entered into this day of 1981 by
and between the Board of Education of the School District of
the Borough of Clayton, hereinafter called "Board", and the
Clayton Education Association, hereinafter called "Association".

W I T N E S S E T H :

Preamble

The Clayton Board of Education and the entire staff are dedicated to the important task of providing the best education possible for the children of their district. Satisfactory fulfillment of this great responsibility requires a climate of mutual trust and dependability on the part of both board and staff. It is important, therefore, that board and staff work together cooperatively to develop personnel policies which will insure high standards of performance and at the same time, contribute to the morale and well-being of the staff. Such policies should relate to the entire certified professional staff in their respective capacities and should promote harmonious relationships among various groups as well as between the board and staff members.

ARTICLE I - RECOGNITION CLAUSE

The Board recognizes the Clayton Education Association as the exclusive and sole representative for collective negotiations, concerning terms and conditions of employment for all contractual staff as defined in Article II -A.1.

ARTICLE II - GRIEVANCE PROCEDURES

A. Definitions

1. The term "staff" shall mean all certified professional employees of the Board, and shall include only personnel employed on a contractual basis as teachers, guidance

a meeting with the Board in executive session and in the presence of the person or persons concerned.

5. The above procedures do not preclude the individual or staff CEA representative from carrying on conversations with and resolving complaints through the Superintendent of Schools.

C. Procedure for Processing a Grievance

1. Any staff member who alleges a grievance shall, within ten (10) consecutive days of the time he knew or should reasonably have known of its occurrence, discuss it with his principal or immediate supervisor or department head, if applicable, in an attempt to resolve the complaint at that level.
2. If, as a result of said discussion, the matter is not resolved to the satisfaction of the aggrieved staff member within three (3) school days, he shall set forth his complaint in writing within thirty (30) consecutive days of the time the staff member knew or should reasonably have known of its occurrence, to the principal and file a duplicate copy with the Superintendent of Schools. The Principal shall communicate his decision to the aggrieved staff member and file a duplicate copy with the Superintendent of Schools, in writing, within three (3) school days after the receipt of the written complaint.
3. The Staff member 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 upon which the grievance is based. Such request must be made within ten school days after receiving the Principal's decision, or the right to process the grievance shall be waived. The Superintendent of Schools

the Board within ten consecutive days after receiving written notification from the Superintendent of the Committee's determination. Thereafter, the Board shall hear the appeal within fifteen consecutive days and thereafter render a decision thereon within ten consecutive days. The decision of the Board shall be final except as to those grievances based upon an allegation that there has been a violation of the express written terms of this agreement.

8. If the grievance is based upon an allegation that there has been a violation of the express written terms of this agreement and the staff member is not satisfied with the decision of the Board and he, with the consent of the association, wishes review by a third party, he shall so advise the Board in writing, through the Superintendent of Schools, of his election to submit the grievance to binding arbitration. Such election and notice shall be made within ten (10) consecutive days from receipt of the Board's decision.

(a) Within twenty (20) consecutive days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitor and shall obtain a commitment from said arbitor to serve. If the parties are unable to agree upon an arbitor or to obtain such a commitment within the specified period, a request for a list of arbitors 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

The time lost by the teacher must either be without pay or charged to personal time, if the decision is against grievant, otherwise, the grievant shall suffer no loss in pay or time.

ARTICLE III - NEGOTIATION OF SUCCESSOR AGREEMENT

A. Negotiations for the successor agreement shall commence no later than October 1. Contract negotiations may be opened during the term of this agreement by mutual consent. Contract shall be in force for 1981-82, 1982-83, 1983-84.

ARTICLE IV - BOARD RIGHTS CLAUSE

Board Rights - The board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, Chapter 123, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE V - STAFF RIGHTS

A. Whenever any staff member is required to appear before the Superintendent for the purpose of formal disciplinary action, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have one

- building principal. Such equipment to be used by the Association for Clayton School business only. All supplies used will be provided and paid for by the CEA.
- B. Profits from vending machines in the staff dining rooms belong to the Association for improvement to faculty rooms or for welfare. If any additional vending machines are installed they must be approved by the Board of Education.
- C. The Association shall be allocated meeting time on orientation day immediately before the lunch break, or at some other time acceptable to the Superintendent.
- D. The Association may submit suggestions six (6) weeks prior to scheduled in-service programs.

ARTICLE VII - TEACHING HOURS AND TEACHING LOAD

- A. Non-classroom teaching staff members shall accomplish preparation periods in their assigned areas.
1. Reasonable time for a break is permissible. Abuse will be subject to the proper authoritative action.
- B. It is acknowledged by both parties hereto that extra-curricular activities are a necessary and important adjunct to the scholastic pursuits of the students, and the Board, Administration and teachers have the responsibility of assuring adequate professional guidance of these activities. The administration shall notify staff members of vacancies by posting such vacancies for three (3) days while school is in session on the bulletin board in the faculty room and accept applications from interested parties; but should no applications be secured, the administration shall have the right to assign a teacher to fill the position, and compensation (if any) shall be in accordance with that agreed upon by the Association and the Board.
- C. Elementary teachers shall remain twenty-five (25) minutes

Board of Education liability shall not exceed the limit provided for in such insurance contracts.

ARTICLE IX - STAFF SALARY GUIDE

- A. The salaries of all staff members covered by this agreement shall be set forth in Schedule "A", which is attached hereto and amended part hereof.
- B. The compensation for staff members who are appointed by the Board for co-curricular activities shall be paid the additional compensation as set forth in Schedule "B", which is attached hereto and made a part hereof.

ARTICLE X - TEACHERS ASSIGNMENTS

- A. All teachers to be re-employed for the forthcoming year shall receive their contracts by April 30. Signed contracts are to be returned to the Superintendent's office no later than fifteen (15) school days after the receipt of the contract. If not returned by said date, the position may be declared vacant. A list of known vacancies shall be posted in both school buildings no later than 15 days after contracts are returned.

ARTICLE XI - SICK LEAVE

- A. The Term "sick leave" is hereby defined to mean the absence from his or her post of duty, of any staff member because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- B. All staff members covered by this agreement shall be allowed sick leave with full pay for a minimum of 10 school days in any school year: provided however, that any such member employed

difference between the contractual salary and the substitute's pay. Leave under Section XI A2 must be requested in advance.

3. Absence due to death in the immediate family allowed with pay up to a maximum of three (3) days. Immediate family means husband, wife, father, mother, child, brother, sister, mother-in-law, or father-in-law. Leave beyond three (3) days may be approved by the Superintendent. Leave due to death of paternal or maternal grandparents allowed one (1) day with pay.

(a) Additional leave may be approved by the Superintendent.

4. All deductions shall be based on 1/200 of yearly salary.

ARTICLE XIII - NO STRIKE CLAUSE

A. The Association covenants and agrees that during the term of this agreement neither the teacher organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike or walkout. i.e. the concerted failure to report for duty, or willfull absence from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever. The Association may be held liable in damages for such strikes or walkouts, unless the Association in writing, immediately disavows the strike and notifies the strikers to return to work.

B. Nothing contained in the Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

of two (2) complete school years, after completion of sabbatical leave.

ARTICLE XV - REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice. Deductions shall be made February 1 and/or June 15 for such changes.

G. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, and dates of employment for all such employees.

ARTICLE XVI - ENTIRE AGREEMENT

This writing contains the entire agreement between the parties hereto. It incorporates by law the terms of Title 34, Chapter 13A,

SCHEDULE A

- A. Schedule A shall be in force during 1981-82, 1982-83 and 1983-84
- B. Salary Schedule
 1. For teachers who hold a bachelor's degree or its equivalent shall be as provided in Column E.
 2. For teachers who hold a bachelor's degree and have earned fifteen (15) credits after receipt of that degree shall be as provided in Column B+15.
 3. For teachers who hold a bachelor's degree and have earned thirty (30) credits after receipt of that degree shall be as provided in Column B+30.
 4. For teachers who hold a master's degree shall be as provided in Column M.
 5. For teachers who hold a master's degree and have earned fifteen (15) credits after receipt of that degree shall be as provided in Column M+15.
 6. For teachers who hold a master's degree and have earned thirty (30) credits after receipt of that degree shall be as provided in Column M+30.
- C. Substitute teachers shall receive the average daily rate of pay as that paid in the surrounding school districts. The surrounding districts shall include Pitman, Glassboro, Monroe Township, Southern Gloucester County Regional.
- D. Staff members shall receive one-half tuition up to \$120.00 per year for graduate credits in their field. Approval by the administration and Board of Education shall be required. Fall courses shall be paid no sooner than March. Spring and Summer courses shall be paid no sooner than October. A teacher must be in the employ of the Clayton Board of Education upon reimbursement date for payment, unless the Clayton Board of Education has

Schedule A
1981-82

	<u>BA</u>	²²⁰ <u>B+15</u>	²¹⁵ <u>B+30</u>	⁵³⁰ <u>M</u>	²¹⁵ <u>M+15</u>	²²⁰ <u>M+30</u>
0	① 12,230	12,450	12,665	12,995	13,210	13,430
1	② 12,630 +00	12,850	13,065	13,395	13,610	13,830
2	③ 13,030 +00	13,250	13,465	13,795	14,010	14,230
3	④ 13,360 330	13,580	13,795	14,125	14,340	14,560
4	⑤ 13,740 380	13,960	14,175	14,505	14,720	14,940
5	⑥ 14,150 +10	14,370	14,585	14,915	15,130	15,350
6	⑦ 14,820 670	15,040	15,255	15,585	15,800	16,020
7	⑧ 15,230 +10	15,450	15,665	15,995	16,210	16,430
8	⑨ 15,640 +10	15,860	16,075	16,405	16,620	16,840
9	⑩ 16,080 +40	16,300	16,515	16,845	17,060	17,280
10	⑪ 16,615 535	16,835	17,050	17,380	17,595	17,815
11	⑫ 17,055 +40	17,275	17,490	17,820	18,035	18,255
12	⑬ 17,520 +65	17,740	17,955	18,285	18,500	18,720
13	⑭ 17,985 +65	18,205	18,420	18,750	18,965	19,185
14	⑮ 18,450 +65	18,670	18,885	19,215	19,430	19,650
20	300	300	300	300	300	300
25	300	300	300	300	300	300

Staff members above Step 14 will receive \$1,300 increase for 1981-82.

**Schedule A
1982-83**

	<u>BA</u>	<u>220</u>	<u>B+15</u>	<u>215</u>	<u>B+30</u>	<u>300</u>	<u>M</u>	<u>215</u>	<u>M+15</u>	<u>220</u>	<u>M+30</u>
0	①	13,180	13,400	13,615	13,945	14,160	14,380				
1	①	13,580 ⁴⁰⁰	13,800	14,015	14,345	14,560	14,780				
2	②	13,980 ⁴⁰⁰	14,200	14,415	14,745	14,960	15,180				
3	③	14,380 ⁴⁰⁰	14,600	14,815	15,145	15,360	15,580				
4	④	14,710 ³³⁰	14,930	15,145	15,475	15,690	15,910				
5	⑤	15,090 ³⁷⁰	15,310	15,525	15,855	16,070	16,290				
6	⑥	15,600 ⁵¹⁰	15,820	16,035	16,365	16,580	16,800				
7	⑦	16,270 ⁶⁷⁰	16,490	16,705	17,035	17,250	17,470				
8	⑧	16,680 ⁴¹⁰	16,900	17,115	17,445	17,660	17,880				
9	⑨	17,090 ⁴⁹⁰	17,310	17,525	17,855	18,070	18,290				
10	⑩	17,580 ⁵³⁵	17,800	18,015	18,345	18,560	18,780				
11	⑪	18,115 ⁴⁴⁰	18,335	18,550	18,880	19,095	19,315				
12	⑫	18,555 ⁴⁶⁵	18,775	18,990	19,320	19,535	19,755				
13	⑬	19,020 ⁴⁶⁵	19,240	19,455	19,785	20,000	20,220				
14	⑭	19,485 ⁴⁶⁵	19,705	19,920	20,250	20,465	20,685				
20		300	300	300	300	300	300				
25		300	300	300	300	300	300				

Staff members above Step 14 will receive \$1,600 increase for 1982-83.

Schedule B

The Salary Schedule for Co-Curricular activities for the school year indicated.

<u>Position</u>	<u>81-82</u>	<u>82-83</u>	<u>Position</u>	<u>81-82</u>	<u>82-83</u>
Athletic Director	2,070	2,270 ✓	Band Director	1,240	1,360 ✗
			Clipperettes	410	450 ✗
<u>Football</u>			Weight Training	1,040	1,140 ✗
Head Coach	1,830	2,010 ✗	<u>Advisors</u>		
Ass't. Coach	1,070	1,170 ✗	Grade 12	410	450
Ass't. Coach	1,070	1,170 ✗	Grade 11	410	450
Freshman Coach	1,000	1,100	Grade 10	330	360
Freshman Coach	1,000	1,100	Grade 9	330	360
<u>Basketball - Boys</u>			Yearbook	680-860	740-940
Head Coach	1,430	1,570	Financial	350	380 ✗
Ass't. Coach	890	980	Dramatics	770	840
Freshman Coach	840	920	Student Council	350	380
<u>Wrestling</u>			Dir. of Student Act.	620	680 ✗
Head Coach	1,430	1,570	Safety Patrol	350	380
Ass't. Coach	890	980	<i>HS MS</i>	350 (PR)	380 ✗
<u>Baseball - Boys</u>			<u>Intramural Sports</u>		
Head Coach	1,320	1,450	High School	350	380
Ass't. Coach	810	890	High School	350	380
<u>Track</u>			Middle School	350	380
Head Coach - Boys	1,320	1,450	Middle School	350	380
Ass't. Coach	810	890	Newspapers	410	450
Head Coach - Girls	1,320	1,450			
<u>Cross Country</u>					
Head Coach	830	910 ✗			
<u>Hockey</u>					
Head Coach	1,320	1,450 ✓			
Ass't. Coach	810	890 ✓			
<u>Basketball - Girls</u>					
Head Coach	1,430	1,570			
Ass't. Coach	890	980			
<u>Cheerleaders</u>					
Head Advisor	710	780 ✓			
<u>Softball</u>					
Head Coach	1,320	1,450			
Ass't. Coach	810	890			

FB
BB

Schedule B (continued)

Position

1981-82

1982-83

Clubs

Twelve (12) Clubs - Minimum of 10 students - Meet 20 times per year. Clubs to be determined by Board approval. Minimum meeting - 20 hours 12 @

220

240

Curriculum Chairman

One Hundred Twenty Dollars plus \$7.70 per teaching assignment 1981-82, One Hundred Thirty Dollars plus \$8.40 per teaching assignment 1982-83, for curriculum area members exclusive of chairman as indicated

Curriculum Chairman
Secondary
Elementary (4)

120+7.70
240

130+8.40
260

Curriculum Chairman shall meet with the principal once a month at the close of the school day.

82

83

830

910

Summer Music Program

If an assistant coach is not available, the head coach will receive a portion of the salary budgeted for the assistant upon the recommendation of the administration.

Coaches for fall sports are to be paid on December 15.

Coaches for winter sports are to be paid on March 15.

Coaches for spring sports are to be paid either on June 15 or the last day of school.

The Cheerleading coach is to be paid one-half on December 15 and one-half on March 15.

The Athletic Director is to be paid one-third on December 15 one-third on March 15, and one-third on June 15 or the last day of school.