

Contract no. 488

AGREEMENT BETWEEN
LIBERTY TOWNSHIP BOARD OF EDUCATION
AND
LIBERTY TOWNSHIP EDUCATION ASSOCIATION

1991 - 1992

1992 - 1993

1993 - 1994

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

RUTGERS UNIVERSITY

PREAMBLE

This agreement entered into this day
of 19th, by and between the Board of Education of
Liberty Township, Warren County, New Jersey, hereinafter
called the "Board", and Liberty Township Education
Association, hereinafter called the "Association".

WITNESSETH

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;

BE IT RESOLVED, in consideration of the following
mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations for all teaching personnel, including the nurses, and excluding per diem and long term substitutes.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by a teacher based upon the interpretation, application, or violation of this agreement, policies, or Administrative decisions affecting terms and conditions of employment of a teacher or group of teachers.

2. Party in Interest

A "party in interest" is a person or persons making the claim, and any person, including the Association or the Board, 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, solutions to the problems. These proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

a. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. Time limits may be extended by mutual agreement.

b. The teacher or Association must file alleged grievance within ten working days. The principal has ten working days to act on grievance. The Board has fifteen working days to act on grievance.

2. Level One - Principal

A teacher with an alleged grievance shall first discuss it with his principal, either directly or through the Association's designated grievance committee, with the objective of resolving the matter informally.

3. Level Two - Board

If the person or Association is not satisfied with the level one decision, the matter then goes to the Board of Education

4. If the grievance arises at the end of the school year, all concerned persons will make every effort to have the grievance resolved by June 10.

5. Level Three - Advisory Arbitration
(Effective July 1, 1990)

If the person or Association is not satisfied with the decision at Level II, the matter is then submitted to Advisory Arbitration. An application for a panel of Arbitrators will be requested from the Public Employees Relation Commission. Selection will be in accordance with the Public Employees Relation Commission regulations. Arbitration costs will be shared equally between the Board and the Association.

6. Action of employees during unresolved grievance.

During the time of unresolved grievance, employees are required to follow Board policy and/or administrative direction.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person 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. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association shall submit such grievance in writing to the Chief School Administrator who will communicate the problem to the Board. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person, and all decisions rendered at Level Two 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 Association.

3. Separate Grievance File

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.

4. Forms

Grievances shall be filed on the approved form.
(Copy attached)

5. 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 representatives, heretofore referred to in this ARTICLE.

ARTICLE III - WORK DAY/YEAR

- A. The teacher work day will be 7 hours and 15 minutes. Teachers are required to report for work ten (10) minutes before the scheduled arrival of students and will remain five (5) minutes after the last students depart. Effective for 1992-93, teachers will teach an additional ten (10) minutes with this time to be deleted from recess. Effective for 1993-94, teachers shall teach an additional five (5) minutes. In return, five (5) minutes will be removed from the total work day leaving a new work day of 7 hours and 10 minutes.
- B. The work year for teachers employed on a ten (10) month contract shall not exceed one hundred eighty three (183) days. Three (3) additional days may be scheduled for inclement weather. In the event that school is not closed for inclement weather, these days shall be deleted from the school calendar so as to make the total number of teacher work days equal to 183 days.
- C. Teachers attendance will be required at faculty meetings, workshops, school functions, and/or other events as directed by the Chief School Administrator as per past practice.
- D. On full session days, teachers will be granted a lunch period equivalent in minutes to that provided for students.
- E. Teachers shall be provided with five (5) preparation periods per week.
- F. One session days will be scheduled for Holy Thursday and the day preceding Thanksgiving. With regard to Christmas recess, one session days will be scheduled on December 23, if Christmas is on Thursday or Friday. If Christmas Day is on Wednesday, the Board has the option of holding a one session day on December 23 or closing school. If the Board closes school on the Monday before Christmas when Christmas falls on a Wednesday or when Christmas falls on a Thursday or Friday, there will be a full day of school on the Friday preceding Christmas.
- G. Any teacher accompanying a class on a class trip that requires being away overnight shall be entitled to reimbursement for each night, in addition to normal salary.
- In 1991-1992 - \$54
In 1992-1993 - \$59
In 1993-1994 - \$64

ARTICLE IV

TEACHER RESIGNATION

Teacher shall give notice in writing sixty (60) days prior to terminating contract.

ARTICLE V

LEAVES

A. Sick Leave

The Board agrees to allow teachers ten (10) days sick leave per year. It is agreed that this leave will be cumulative. This does not apply when school is not in session.

Upon retiring from the Liberty Township School District, the teachers shall be reimbursed at the rate of one-half of one day's pay for each unused sick day based on that year's current substitution teacher rate. This provision does not apply to resignation, dismissal, or early withdrawal from said school district.

B. Death Leave

The Board agrees to allow four (4) days within a thirty (30) day period in the event of a death of employee's spouse, child, parents, brother, sister, grandparents, in-laws or others living in the same household. The employee agrees to notify the Chief School Administrator prior to the commencement of the leave. In the event that the employee chooses to delay the use of any of the four days for use within the thirty (30) day period, he/she shall provide a forty-eight (48) hour prior notice to the Chief School Administrator prior to using any remaining days. This death benefit provision does not apply when school is not in session.

C. Maternity/Child-Rearing Leave

1. A teacher has the right to temporary disability leave for childbirth in accordance with prevailing case law.

2. In cases when the childbirth occurs during the school year, the following procedure is to be utilized:

If a staff member is pregnant, she shall get a letter from her doctor indicating her expected date of delivery and when her doctor anticipates the start of her disability. She shall submit this letter and a letter of notification to the Board informing the Board of her intentions as soon as possible prior to the start of the leave.

During this period of disability, the staff member will use her sick days and will be paid accordingly. At the end of her disability, she shall provide a letter from her doctor certifying that she can resume her responsibilities at work. As in any disability, the end of this disability period is determined by her health and her doctor's advice.

Immediately following the period of disability and upon her request, the teacher may be placed on an unpaid child-rearing leave which is to continue until the end of the school year. The request for this child-rearing leave must be submitted to the Board no less than thirty (30) calendar days prior to the commencement of the leave. This leave shall be granted by the Board.

By April 15th of the year in which the above leave expires, the teacher shall notify the Board of her intent to return. At this time, the teacher may request an extension up to a maximum period of two years. The Board may grant this request.

3. Leaves of absence without pay for child-rearing purposes may be granted to a tenured teacher. These leaves shall be for the maximum of two (2) years commencing with the first day of an approved child rearing leave.

4. Return from child rearing leave shall only occur at the semester or mid-year as designated by the Chief School Administrator and on September 1 of any given school year.

The teacher who intends to return from leave must notify the Chief School Administrator of their intent to return at least 120 days prior to the anticipated date of return. This notice shall be communicated in written form.

5. Children entering a teacher's family unit by virtue of a legal adoption will entitle the teacher to the same child rearing leave provisions as those provided for birth children. Foster children will not be considered as adopted children.

ARTICLE VI

CREDIT REIMBURSEMENT

The Board agrees to reimburse teachers for the registration and tuition costs of courses approved by the Chief School Administrator up to \$4,000.00 total per fiscal years 1991-92 and 1992-93 and \$4,320.00 total per fiscal year in 1993-94 while pursuing courses beyond the B.A. Degree which contribute to professional growth in the education area. A grade of B or better is required. A maximum of six (6) credit hours per semester, and a total of twelve (12) credit hours per teacher per fiscal year is permitted. The rate of reimbursement will be identical to the per credit rate at New Jersey State Colleges the beginning of each semester. Also, all courses reimbursed under this clause must be in a course/program related to the teacher's position.

ARTICLE VII

MEDICAL BENEFITS

A. Medical Coverage

The Board agrees to pay for employee and family coverage of Blue Cross and Blue Shield. Family coverage will be provided only to teachers who have elected to take this option.

The Board agrees to provide family dental coverage at a cost not to exceed \$570.00 per employee and/or family unit in 1991-92, \$660 in 1992-93, and \$760 in 1993-94.

The coverage will provide for 100% for preventive and diagnostic work, and 70% for basic treatment, and 50% for prosthodontic services at costs not to exceed the per employee and/or family unit costs stipulated above.

ARTICLE VIII

PERSONAL DAYS

A. Full-time teachers will receive two (2) personal days per year to be arranged for and scheduled with the Principal/Chief School Administrator at least three (3) days in advance.

B. On the work day immediately preceding or following a holiday recess, no more than two (2) teachers may use a personal day. No teacher may use this holiday provision more than once per year.

C. During the months of May and June, personal days will require the approval of the Chief School Administrator.

D. Unused personal days shall accumulate as sick days.

ARTICLE IX

COACHING/AFTER SCHOOL ACTIVITIES

A. The Board agrees to pay \$980 in 1991-92, \$1063 in 1992-93, and \$1148 in 1993-94 towards coaching salaries for each of the following sports, if offered:

Boys Basketball
Girls Basketball
Boys Softball
Girls Softball
Cheerleading
Soccer
Gymnastics
Coed Soccer

B. If, in the judgment of the coach, an assistant is needed, the person recommended for the position shall be interviewed by the Chief School Administrator and approved by the Board of Education. Payment of assistant coach is to be the responsibility of the head coach with payment coming from his/her stipend.

C. Coaches will provide a minimum of forty (40) hours of service in each of the above noted sports. Each coach must file a report with the Chief School Administrator certifying the hours worked in order to qualify for the salary payment.

D. The Board agrees to pay teachers in charge of after-school clubs \$15 per hour. A schedule of after-school clubs with objectives, dates, and times of occurrence will be submitted to the Chief School Administrator. He will decide which clubs will be funded and the number of hours for each club and will present those selected to the Board in October for approval and appropriation of funds.

Ski Club will receive a total appropriation of \$762 in 1991-92, \$826 in 1992-93, and \$894 in 1993-94. This amount will be divided equally between two coaches.

E. The Opportunity Center position will be reimbursed at a rate of \$2433 in 1991-92, \$2639 in 1992-93, and \$2850 in 1993-94. The Teacher-In-Charge position will be reimbursed at \$913 in 1991-92, \$990 in 1992-93, and \$1069 in 1993-94.

F. Home Instruction will be reimbursed at a rate of \$19 per hour.

ARTICLE X

ASSOCIATION PRIVILEGES

A. The Association shall have access to use school facilities and audio visual equipment, typewriters, computers and calculators at reasonable times when such equipment is not in use. No equipment may be removed from the school without the approval of the Chief School Administrator. The Association will pay for any damage incurred, loss or theft of borrowed property. Permission of the Chief School Administrator shall be required for all use of facilities and/or equipment. Such permission shall not be withheld unreasonably.

B. The Association shall have the right to use the school building at reasonable hours for meetings. Permission of the Chief School Administrator shall be required. Such permission shall not be withheld unreasonably.

ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1991, and shall continue in effect until June 30, 1994, subject to the Association's right to negotiate over a successor Agreement. This Agreement shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries.

LIBERTY TOWNSHIP EDUCATION
ASSOCIATION

LIBERTY TOWNSHIP
BOARD OF EDUCATION

By *Maureen Matyas*
President

By *[Signature]*
President

By *Jacquie Aunden*
Secretary

By *Christina Aruta*
Secretary

Date *January 22, 1992*

Date *January 22, 1992*

LIBERTY TOWNSHIP SCHOOL

GRIEVANCE FORM

Grievant's Name _____

Job Title and Grade _____

Description of Alleged Violation: _____

Date of Occurrence of Alleged Violation: _____

Remedy Sought: _____

Date of Level One Informal Discussion with Principal: _____

Level One: I am not satisfied with the outcome at Level One and wish to proceed to Level Two.

Grievant's Signature: _____

Date: _____

Level Two: Board of Education

Date Received: _____ Date Answered: _____

Disposition: Denied _____ Granted _____

Reason: _____

I am not satisfied with the outcome at Level Two.

Grievant's Signature: _____ Date: _____

1991-1992

Step	B	B+15	M
1	27,500	28,200	28,900
2	27,800	28,500	29,200
3	28,150	28,850	29,550
4	28,500	29,200	29,900
5	28,800	29,500	30,200
6	29,200	29,900	30,600
7	29,600	30,300	31,000
8	30,100	30,800	31,500
9	30,600	31,300	32,000
10	31,300	32,000	32,700
11	32,050	32,750	33,450
12	32,850	33,550	34,250
13	33,750	34,450	35,150
14	35,650	36,350	37,050
15	40,050	40,750	41,450

Library 1992-1993

		B+15	M
1	29,400	30,100	30,800
2	29,700	30,400	31,100
3	30,050	30,750	31,450
4	30,400	31,100	31,800
5	30,800	31,500	32,200
6	31,200	31,900	32,600
7	31,600	32,300	33,000
8	32,100	32,800	33,500
9	32,600	33,300	34,000
10	33,250	33,950	34,650
11	34,000	34,700	35,400
12	34,800	35,500	36,200
13	35,800	36,500	37,200
14	37,700	38,400	39,100
15	39,650	40,350	41,050
16	43,100	43,800	44,500

Liberty 1993-1994

Step	B	B+15	M
1	31,200	31,900	32,700
2	31,500	32,300	33,100
3	31,850	32,650	33,450
4	32,200	33,000	33,800
5	32,650	33,450	34,250
6	33,100	33,900	34,700
7	33,600	34,400	35,200
8	34,150	34,950	35,750
9	34,700	35,500	36,300
10	35,300	36,100	36,900
11	36,000	36,800	37,600
12	36,800	37,600	38,400
13	37,750	38,550	39,350
14	38,800	39,600	40,400
15	41,650	42,450	43,250
16	43,150	43,950	44,750
17	45,450	46,250	47,050

Longevity

After 15 Years

6 to 8 Years in Liberty	400
9 to 11	800
12 to 14	1200
15 to 17	1600
18 to 20	2000
20+	2400