

4-0395
08-03

THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

between the

EAST GREENWICH EDUCATION ASSOCIATION, INC.

and the

BOARD OF EDUCATION OF EAST GREENWICH TOWNSHIP

THE COUNTY OF GLOUCESTER, NEW JERSEY

72-74

PREAMBLE

This Agreement is entered into this *twenty-fourth* day of *July* 1972, by and between the Board of Education of East Greenwich Township, New Jersey hereinafter called the "Board" and the East Greenwich Education Association, Inc., hereinafter called the "Association."

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the representative for collective negotiation concerning grievances and terms and conditions of employment for all regularly employed personnel whether under contract or on leave including: classroom teachers, the school nurse and special subject teachers but excluding administrators, secretaries and custodians.

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation 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 November 1st of the calendar year preceding the calendar year 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. As a general rule negotiations will be conducted without publicity to the general public. In the event one party finds it necessary to make a public statement that party shall notify the other party in advance of such statement and its contents.

C. 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.

ARTICLE III

GRIEVANCE PROCEDURE

A. 1. A "grievance" shall mean a claim by a teacher or the Association that there has been to the grievant a loss, injury, or inconvenience, resulting from a violation, misinterpretation or inequitable application of this Agreement, Board policy or Administrative decision except where specifically prohibited in this agreement.

ARTICLE III
Grievance Procedure

2. A "grievant" is the individual 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 an attempt to resolve the claim.

4. The term "grievance" shall not apply to

(a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or

(b) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

(c) A complaint of a non-tenure employee which arises by reason of his not being re-employed.

B. 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.

2. In the event a grievance is filed 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 may, by mutual agreement, 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. A grievance to be considered under this procedure must be initiated at Level 1 within thirty (30) days of the time of the alleged occurrence or from the time the grievant knew or should have known of the occurrence, otherwise, it shall be considered waived.

4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall mean that the grievance has been dropped.

5. LEVEL ONE

a) A grievant shall first discuss his grievance with the building principal or other immediate superior either directly or through the Association's designated representative in an attempt to resolve the matter informally.

6. LEVEL TWO

a) If as a result of the informal discussion at Level One the

ARTICLE III
Grievance Procedure

matter is not resolved to the satisfaction of the grievant he shall within five days set forth his grievance in writing to the Administrative Principal specifying

- 1) The nature of the grievance
- 2) The nature and extent of the injury, loss or inconvenience
- 3) The results of previous discussion
- 4) Dissatisfaction with decisions previously rendered
- 5) The relief or remedy sought.

b) The Administrative Principal shall render his decision in writing to the grievant within five (5) days from the date of receipt of the written grievance. Upon receipt of this answer the teacher may receive an explanation of this decision if requested.

7. LEVEL THREE

a) If the grievant is not satisfied with the response of the principal to the written grievance the grievant may within ten (10) days of receipt of the principal's decision appeal that decision to the Board of Education. The Board will within ten (10) days of receipt of such appeal hold a hearing if the grievant requests such hearing. Within ten (10) days from the close of the hearing or twenty (20) days from the receipt of the appeal the Board will notify the grievant of its decision in writing.

8. LEVEL FOUR

a) If the grievant is not satisfied with response of the Board and if the Association agrees, in the instance where the Association is not the grievant, a Demand for Arbitration may be filed with American Arbitration Association. Upon filing of such Demand the parties agree to be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

b) On grievances over the interpretation, application or violation of the agreement the decision of the arbitrator shall be binding on the parties. On grievances over any other matters the recommendations of the arbitrator shall be advisory.

c) 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.

d) 1) It is understood that the grievant shall, during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

2) All meetings and hearings under this procedure shall not be conducted in public.

3) Decisions rendered at Level Two and Three of this procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest.

ARTICLE IV

TEACHER RIGHTS

- A. No teacher shall be disciplined or reprimanded without cause.
- B. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increment pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

ARTICLE V

BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, 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 for just cause, to suspend, to 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 the 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 VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Association, state and national representatives will first report to the Administrative Principal and secure permission before visiting the school or meeting with individual teachers during normal school hours.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings. Administrative approval shall be required.
- C. The Association shall have the privilege with the approval of the Administration to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable time, when such equipment is not otherwise in use. The Association agrees to reimburse the school district for the actual cost of supplies used, and for any repairs to equipment necessitated as a result of such use.
- D. The Association shall have the right to reasonable use of the

ARTICLE VI
Association Rights and Privileges

interschool mail facilities and school mail boxes as it deems necessary, and without approval of the Administration. Copies of material for general distribution shall be given to the Administrative Principal.

E. Posters and announcements pertaining to Association affairs will not be posted on bulletin boards in any area normally accessible to the public or the pupils unless such have first been approved by the Administrative Principal. The Association shall have in each school building, the exclusive use of a bulletin board normally placed in the teachers' work room. Copies of materials to be posted on such bulletin boards shall be given to the Administrative Principal, but no approval shall be required for posting.

F. Association officers and committees will not conduct Association business during assigned school hours without specific authorization by the Administrative Principal.

ARTICLE VII

TEACHING HOURS AND LOAD

A. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' school day or required to remain more than thirty (30) minutes after the close of the pupils' school day. On Fridays and on days preceding holidays or vacation, the teacher's day shall end at the close of the pupils' day.

B. All teachers shall have a minimum of a one-half ($\frac{1}{2}$) hour duty-free lunch period each day. Under normal conditions teachers may leave the building during their duty-free lunch periods, provided the school office has been notified in advance and no emergency condition exists which would require teachers' presence in the building during the lunch period.

C. The practice of using regular teachers to cover classes of other teachers will be discouraged and whenever possible substitutes will be obtained when it is necessary for teachers to be away from their classes.

D. The notice of and agenda for any meeting shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

E. When meetings are called for all faculty an Association representative may speak to the teachers during such meeting for up to ten (10) minutes if a request is made in advance.

ARTICLE VIII

ASSIGNMENTS AND TRANSFER

A. A teacher who does not expect to return to the school district shall

ARTICLE VIII

Assignments and Transfer

notify the Board of his intention normally by March 1.

B. The Administrative Principal shall notify all teachers and the Association of all known vacancies for the next year by May 1st.

C. Teachers who desire a change in grade and/or subject assignment shall inform the Administrative Principal of such request before May 15th.

D. Teachers shall be given written notice of their class, building and room assignments for the next school year not later than June 1. In the event that changes in such assignments are made necessary after June 1 the teacher shall be notified promptly of the change and the reason therefor. Upon the request of the teacher the proposed change shall be reviewed with the Administrative Principal.

E. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teacher shall be notified of any change in his schedule as soon as practicable.

F. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such approved travel at the rate of ten (\$.10) cents per mile upon submission of mileage verification to the Administrative Principal.

ARTICLE IX

NON-TEACHING DUTIES

A. The Board will strive to minimize non-academic duties of teachers. The Association-Administration Liaison Committee shall consider and develop recommendations for Board of Education action for reducing such non-academic duties.

B. Teachers shall not be required to collect money from students except for pictures and insurance.

ARTICLE X

ASSOCIATION-ADMINISTRATION LIAISON COMMITTEE (AALC)

A. The Association represented by its president and one teacher from each building shall meet with the Administrative Principal normally once a month during the school year or more often if mutually agreed, to review and discuss current school problems and practices. The function of this Committee shall not be to impede the right of the Administration to appoint appropriate committees or alter the function of any existing committees nor shall this Committee interfere with or replace negotiations or grievance procedures in this Agreement.

ARTICLE XI

TEACHER EMPLOYMENT

A. 1. Each teacher presently employed, shall be placed on his proper step of the salary schedule as of the beginning of the 1972-73 school year. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit on the salary schedule for prior teaching experience shall be as agreed to between the Board and the teacher upon initial employment.

3. In addition to credit for previous experience additional credit not to exceed four (4) years for military experience shall be given upon initial employment. As of the beginning of the 1972-73 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.

B. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.

C. No work normally performed by teacher shall be transferred or sublet to outside firms or contractors if such transfer or subletting would result in the lay off of any qualified teacher.

D. Previously accumulated unused sick days earned in the East Greenwich School District shall be restored to all teachers who return to the district.

ARTICLE XII

SALARIES

A. The salary schedule effective in the district for the year 1972-73 for all teachers covered by this Agreement shall be as set forth in Schedule A attached hereto and made a part hereof.

B. 1. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

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

3. Each teacher shall receive his final pay on his last working day in June, except in the event of an emergency.

C. During the 1972-73 school year the AALC shall develop standards governing the withholding of increments. The AALC shall, by April 15, 1973 present its recommendations to the Board for its adoption as Board policy. Such standards shall become part of the salary guide set forth in this Agreement.

ARTICLE XIII

TEACHER EVALUATION

A. A teacher shall have the right, upon a written request, which request shall be submitted at least five (5) days in advance to review the contents of his personnel file and to receive copies of any documents contained therein with the exception of letters of recommendation which were written upon the teacher's initial employment. The teacher shall be entitled to have a representative of the Association accompany him during such review.

B. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Administrative Principal or his designee and attached to the file copy.

C. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

D. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no document and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XIV

TEACHER FACILITIES

A. The Board will continue its efforts to keep the schools reasonably and properly maintained and equipped.

B. The Board shall make every effort to provide each teacher with suitable lounge and work-study areas as well as teacher dining facilities.

C. The Administrative Principal will meet with representatives of the Association at a mutually convenient time to consider and discuss improvements in teaching and teacher facilities which affect employment.

ARTICLE XV

SICK LEAVE

A. Sick leave is to be defined as an absence from duty because of personal illness or injury, or exclusion because of contagious disease or quarantine. Doctor appointments for routine checkups or pregnancy shall not be considered as personal illness.

ARTICLE XV
Sick Leave

1. The regular yearly allowance for illness without loss of pay shall be ten (10) days. Sick leave is accumulative and records of absence shall be filed with the Secretary of the Board.

2. After all accumulated leave is exhausted, a teacher who has achieved tenure will be allowed an additional ten days. During this time the teacher will be subject to the deduction of the substitute's salary.

3. The chief school administrator has the right to require a doctor's certificate for any teacher who was absent due to personal illness.

4. One-twentieth of the monthly salary shall be deducted from any staff member when an absence is unexcused.

5. No deduction of the accumulative leave shall be levied against any employee in the instances where deduction is made in his/her salary.

6. Any member of the Teachers' Pension and Annuity who will be absent for more than thirty days shall be granted a leave of absence to assure proper pension coverage.

ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE

A. Each teacher shall be entitled to the following non-accumulative leave each school year;

1. Up to two (2) days leave to complete personal, business or legal matters which cannot be completed other than during school time, provided that the teacher gives at least two days prior notice. In the case of emergency the principal may waive the requirement for written notice.

2. Emergency leave may be granted by the administrator and must be approved by the Board.

3. Emergency leave may be granted for the following reasons:

- (a) Death in immediate family.
- (b) Serious illness in immediate family.
- (c) Marriage in immediate family.
- (d) Jury duty or appearance in court.

Note: Immediate family may be defined as husband, wife, child, mother, father, brother, sister, or someone who lives in the same household unit.

4. The Administrator may grant emergency leave for other reasons after careful review of the situation.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

A. 1. A tenure teacher requesting maternity leave shall notify the Admin. Principal of her pregnancy as soon as it is medically confirmed. Said tenure teacher may request a maternity leave without pay and said leave shall be granted. The leave shall become effective not later than two (2) months prior to the anticipated date of birth of the child and shall terminate three (3) months after the birth of the child, except in cases of stillbirth, in which case the teacher may elect to return to her position at an earlier date. Upon the recommendation of the Administrative Principal and with the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith.

2. Return from maternity leave shall be dependent upon the presentation of a certificate from the attending physician confirming the ability of the person on leave to engage in the work required by her assignment in the School District.

3. The teacher will return to her position if vacant; if not vacant, she shall return to another teaching position.

B. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a tenured teacher's immediate family. Additional leave may be granted at the discretion of the Board.

C. The Board shall grant a leave of absence without pay to any teacher to serve in a public office.

D. Other leaves of absence without pay may be granted by the Board at its discretion.

E. 1. Upon return from leave granted pursuant to Sections A, B, C, or D of this Article, a teacher shall be placed on the salary schedule at the next higher level than that at which he was when he began the leave.

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 vacant or if not to a substantially equivalent position.

F. All extensions or renewals of leaves shall be applied for and granted in writing. Requests for extensions are to be made to the Administrative Principal at least sixty (60) days prior to the beginning of the extension. Extensions and renewals shall be granted at the discretion of the Board.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT

A. To encourage professional growth, the Board will reimburse up to \$150.00 for fully certified teachers who are taking advanced courses.

ARTICLE XVIII
Professional Development

B. In order to receive proper reimbursement the following procedure must be followed;

1. All courses must be approved by the Administrative Principal.
2. Reimbursement will be authorized when proof of successful completion is submitted to the Administrative Principal.

ARTICLE XIX

SUPERVISION OF STUDENT TEACHERS

A. Acceptance of an assignment requiring supervision of student teachers or other college students shall be on a voluntary basis only.

ARTICLE XX

PROTECTION OF TEACHERS

A. Teachers shall not be required to work under unsafe or hazardous conditions.

B. Teachers shall immediately report cases of assault suffered by them in connection with their employment to the Administrative Principal.

ARTICLE XXI

MAINTENANCE OF DISCIPLINE

A definition of the duties and responsibilities of all teachers and other personnel pertaining to student behavior shall be reduced to writing by the Administrative Principal after consultation with the Association through the AALC shall be presented to the Board for adoption and made a part of Board Policy.

ARTICLE XXII

INSURANCE PROTECTION

A. As of the beginning of the 1972-73 school year the Board shall pay the full premiums for each teacher for Blue Cross-Blue Shield, Rider J coverage.

B. The Board shall pay an equal amount toward Washington National Income Protection Insurance for those teachers who choose not to select Blue Cross-Blue Shield, Rider J Insurance provided the teachers agree to abide by the requirements for participation in the plan as established by the Washington National Insurance Company.

ARTICLE XXIII

TEACHING OF CONTROVERSIAL ISSUES

- A. Any issues that are controversial shall be handled in an objective manner. The classroom teacher may give an opinion and state to the class that it is his/her personal belief. All facts, both pro and con, should be presented and each child shall be encouraged to formulate his own opinion.
- B. No teacher should avoid any issue but rather present the facts in a diligent, astute and professional manner.

ARTICLE XXIV

DEDUCTION FROM SALARIES

A. 1. The Board agrees to deduct from teachers' salaries, upon receipt of signed and dated authorization by the teacher dues of the Association and its county, state and national affiliates. Such deductions shall be made in compliance with Chapter 233 P.L. 1969 (N.J.S. 52:14-15.9e) and under applicable rules established by the State Department of Education. Dues so deducted shall be transmitted to the Association.

2. The Association shall certify to the Board, in writing, the current rate of its unified dues, and shall notify the Board, in writing, of any change in dues at least 45 days prior to the effective date of such change.

B. The Board agrees to deduct from teachers salaries money for services and programs of the United Teaching Profession as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the appropriate organization. Deductions shall be made provided that a majority of the teachers request deductions be made for the same program or service.

ARTICLE XXV

MISCELLANEOUS

- A. The Board and the Association agree that they will not discriminate on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. Nothing in this Agreement which changes pre-existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.
- C. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- D. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties

ARTICLE XXV
Miscellaneous

at the time they negotiated or executed this Agreement.

E. This Agreement constitutes Board policy for its duration.

F. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing 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 term of condition of employment of any teacher existing prior to its effective date.

G. 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.

H. 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, except that the provisions of Article XI Section A-2 shall govern the establishment of salaries for newly employed teachers.

I. Copies of this Agreement shall be prepared at the expense of the Board. The Association shall share the cost of materials. The Agreement shall be presented to all teachers now employed, or hereafter employed.

J. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement; the Association shall contact the Administrative Principal; the Board shall contact the Association President.

ARTICLE XXVI

DURATION

A. This Agreement shall be effective as of July 1, 1972 and shall continue in effect until June 30, 1974, subject to the Association's right to negotiate over a successor Agreement as provided in Article II except the provisions of;

ARTICLE XII	Salaries
ARTICLE XV	Sick Leave
ARTICLE XVIII	Professional Development
ARTICLE XXII	Insurance Protection

shall be subject to renegotiation for the year 1973-74.

ARTICLE XXVI
Duration

B. In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

EAST GREENWICH TOWNSHIP
BOARD OF EDUCATION

EAST GREENWICH
EDUCATION ASSOCIATION, INC.

By _____
PRESIDENT

By _____
PRESIDENT

Attest:

Attest:

SECRETARY

SECRETARY

SCHEDULE A

TEACHERS SALARY SCHEDULE FOR 1972-73

	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	7600	7900	8100	8400
2	7900	8200	8400	8700
3	8200	8500	8700	9000
4	8500	8800	9000	9300
5	8800	9100	9300	9600
6	9150	9450	9650	9950
7	9500	9800	10000	10300
8	9850	10150	10350	10650
9	10200	10500	10700	11000
10	10600	10900	11100	11400
11	11000	11300	11500	11800
12	11500	11800	12000	12300

Teachers shall receive an additional \$100. beginning with the 10th contract from the East Greenwich Board of Education; a second additional \$100. beginning with the 20th contract and a third additional \$100. beginning with the 30th contract.

Salary increments shall be granted according to Board Policy and State Law.