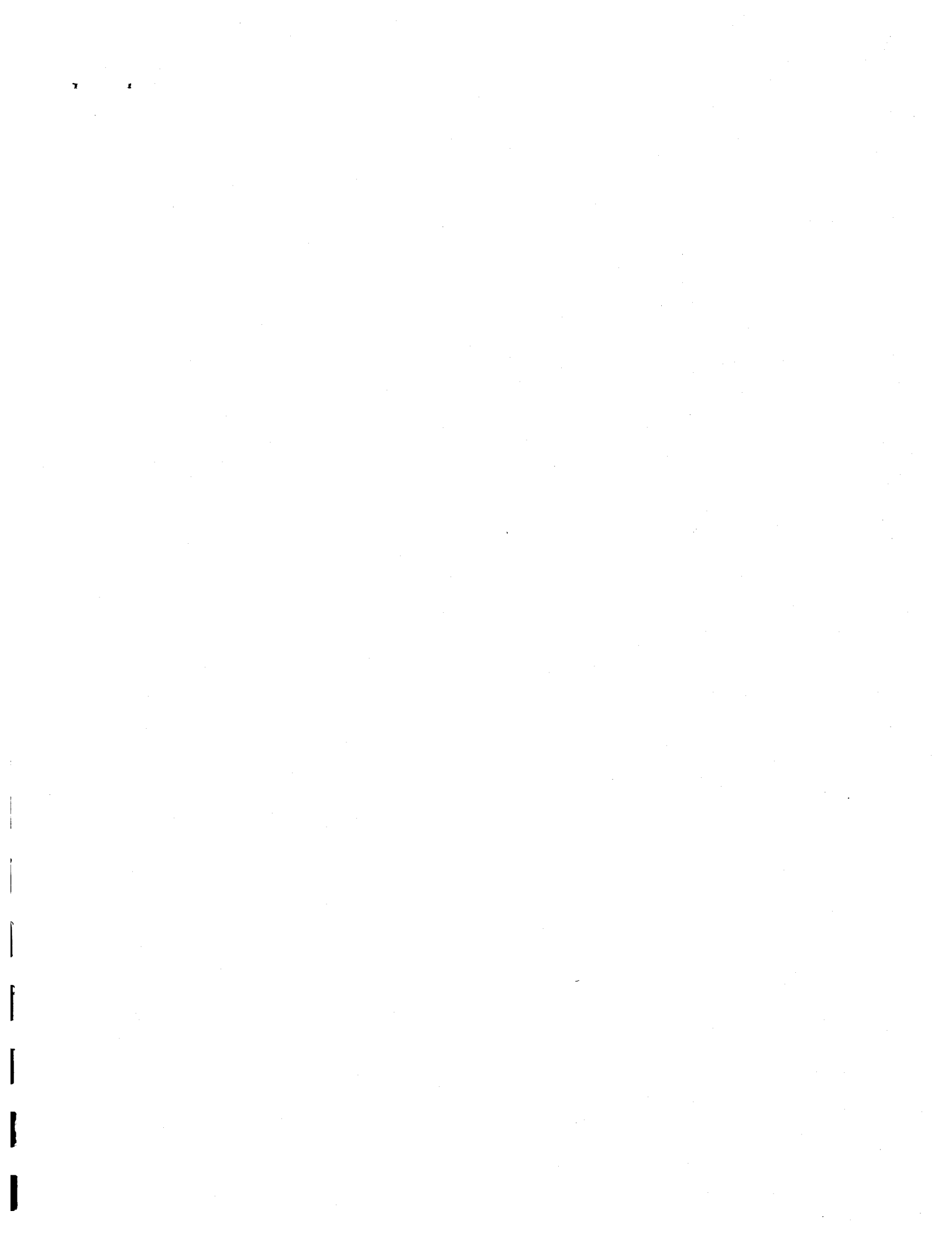


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THIS BOOK IS
NOT CIRCULATING

AGREEMENT BETWEEN THE
CARTERET BOARD OF EDUCATION
and the
CARTERET EDUCATION ASSOCIATION

February 11, 1969-70



AGREEMENT made the 11th day of February , 1969,
between the BOARD OF EDUCATION OF THE BOROUGH OF CARTERET, hereinafter referred to as "Board", and the CARTERET EDUCATION ASSOCIATION, hereinafter referred to as "Association".

PREAMBLE

The Board of Education of the Borough of Carteret and its employees, recognizing that education is a public trust, are dedicated to providing the best possible educational opportunities for the children of this community. This objective may best be attained if there is a climate of mutual trust, understanding and cooperation on the part of the Board of Education, administration, and all other employees. This Agreement was drafted and entered into encompassing that spirit.

I. RECOGNITION. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for the following personnel: full time certified teachers, psychologist, social worker, learning disability specialist, school nurses, full time teacher's aid, custodians, part time janitresses, secretaries, clerks, but excluding all supervisory personnel, department heads, employees of the superintendent's office, secretary to the superintendent, secretary to the elementary supervisor, the bookkeeper for the Board of Education.

II. SALARIES. The salaries of the persons within the bargaining unit are as set forth in the appendices which are made part of this Agreement as Appendix A, Teachers and Other Professional Employees; Appendix A-1, Secretaries and Clerks; Appendix A-2, Nurses; Appendix A-3, Custodians-Janitresses.

III. SICK LEAVE, LEAVES OF ABSENCE AND SABBATICAL LEAVES. The provisions concerning sick leave and other types of leaves are contained in the following appendices which are made part of this Agreement as Appendix B, Teachers and Other Professional Employees; Appendix B-1, Secretaries and Clerks; Appendix B-2, Nurses; Appendix B-3, Custodians and Janitresses.

IV. INSURANCE. The Board shall procure and provide medical-hospitalization and surgical insurance. The scope of such health-care insurance shall be as presently provided by the Board of Education as of February 1, 1969. The Board shall contribute towards the cost of such insurance in accordance with the following appendices which are made part of this Agreement as Appendix C, Health-Care Insurance for Teachers and Other Professional Employees, Secretaries and Clerks and Nurses; Appendix C-1, Health-Care Insurance for Custodians and Janitresses.

V. PROFESSIONAL DEVELOPMENT IN THE GRADUATE ASSISTANCE PROGRAM. The provisions concerning the graduate assistance program are as

contained in Appendix D which is made a part of this Agreement. It is expressly understood and agreed, however, that the moneys to be paid by way of reimbursement for graduate study shall be at the discretion of the Board and subject to availability of funds.

VI. DEDUCTION FROM SALARY.

a. The Board agrees to deduct from the salaries of its teachers dues for the Carteret Education Association, the Middlesex County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Carteret Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

School Building _____ District _____

To: Disbursing Officer Carteret Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all of its officers from any liability therefor.

I designate the Carteret Education Association to receive dues and distribute according to the organization(s) indicated:

- Carteret Education Association
- Middlesex County Education Association
- New Jersey Education Association
- National Education Association

b. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues.

Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

c. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

d. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

VII. PROFESSIONAL RELATIONSHIPS. The Board may not, by agreement or through arbitration, delegate powers and responsibilities which by law are imposed upon and lodged with the Board. Any contract must include and therefore be subject to the New Jersey school laws and all other applicable laws and regulations.

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the

use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey school laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

The parties further acknowledge that this Agreement has been negotiated and executed with the objective of setting forth mutual rights, obligations and responsibilities. The parties further agree that in all aspects of their relationships they shall comply with all appropriate law and recognized standards of professional conduct and professional relationships. There shall be no discrimination by the Board against any officer of the Association for any legal activity in carrying out his office, nor shall the Association or any of its members encourage or conduct a strike, impose sanctions or undertake

any concerted activity which shall cause a slow-down or disruption of any of the operations and activities of the school system. Any grievance arising under and out of this Agreement shall be prosecuted within the framework of the Grievance Procedure. The Board acknowledges that it shall fully comply with all of the obligations and responsibilities imposed upon it by this Agreement and shall take no action nor conduct any activities which shall impair the operation of this Agreement.

VIII. NEGOTIATION PROCEDURES. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will 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 at the time they negotiated or signed this Agreement.

Beginning not later than November 15 of the calendar year in which this Agreement expires, the Association and the Board agree to negotiate in good faith over a successor agreement in accordance with the procedures set forth herein. Any agreements so negotiated shall apply to all covered employees and shall be

reduced to writing and signed by the Board and the Association.

IX. GRIEVANCE PROCEDURE. The provisions concerning the grievance procedure shall be as set forth in Appendix E which is made a part of this Agreement.

X. TERM OF AGREEMENT. This Agreement shall be effective as of July 1, 1969, and shall continue in effect until June 30, 1970. The parties do acknowledge, however, that the provisions concerning the grievance procedure shall become effective immediately and that the further provisions of this Agreement with respect to no strikes, sanctions, disruptions, etc. shall be effective immediately.

XI. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede existing Board policies in the specific areas contained herein.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

In Presence of

George H. Heil

S. Louis Cavignesse

BOARD OF EDUCATION OF THE
BOROUGH OF CARTERET, Middlesex County,
New Jersey

By Joseph P. Lamb
President

CARTERET EDUCATION ASSOCIATION

By James P. Walsh
President

APPENDIX A

TEACHERS' SALARY GUIDE 1969-1970

<u>Step</u>	<u>N. D.</u>	<u>Bach.</u>	(Subj.Area) <u>Bach. + 30</u>	<u>M. A.</u>	<u>M. A. + 30</u>	(Subj.Area) <u>M.A. + 30</u>
1	\$6,200	\$6,850	\$7,150	\$7,450	\$7,750	\$8,050
2	6,450	7,100	7,400	7,700	8,000	8,300
3	6,700	7,350	7,650	7,950	8,250	8,550
4	7,000	7,650	7,950	8,250	8,550	8,850
5	7,300	7,950	8,250	8,550	8,850	9,150
6	7,600	8,250	8,550	8,850	9,150	9,450
7	7,900	8,550	8,850	9,150	9,450	9,750
8	8,200	8,850	9,150	9,450	9,750	10,050
9	8,500	9,150	9,450	9,750	10,050	10,350
10	8,800	9,450	9,750	10,050	10,350	10,650
11	9,100	9,800	10,100	10,400	10,700	11,000
12	9,400	10,250	10,550	10,850	11,150	11,450
13	9,700	10,750	11,050	11,350	11,650	11,950
14	10,100	11,300	11,600	11,900	12,200	12,500
15	10,550					
16	11,100					

SPECIAL EDUCATION GUIDE

<u>Step</u>	<u>Bach.</u>	(Subj.Area) <u>Bach. + 30</u>	<u>M. A.</u>	<u>M.A. + 30</u>	(Subj.Area) <u>M.A. + 30</u>
1	\$7,250	\$7,550	\$7,850	\$8,150	\$8,450
2	7,500	7,800	8,100	8,400	8,700
3	7,750	8,050	8,350	8,650	8,950
4	8,050	8,350	8,650	8,950	9,250
5	8,350	8,650	8,950	9,250	9,550
6	8,650	8,950	9,250	9,550	9,850
7	8,950	9,250	9,550	9,850	10,150
8	9,250	9,550	9,850	10,150	10,450
9	9,550	9,850	10,150	10,450	10,750
10	9,850	10,150	10,450	10,750	11,050
11	10,200	10,500	10,800	11,100	11,400
12	10,650	10,950	11,250	11,550	11,850
13	11,150	11,450	11,750	12,050	12,350
14	11,700	12,000	12,300	12,600	12,900

Teacher-Coordinator C.I.E. (11 months) - 1.15 ratio

APPENDIX A-1

SECRETARIAL AND CLERICAL SALARY GUIDE 1969-1970

Ten (10) Month Clerk

<u>Step</u>	<u>Salary</u>
1	\$3,450
2	3,650
3	3,850
4	4,050
5	4,250
6	4,450

Eleven (11) Month Clerk

<u>Step</u>	<u>Salary</u>
1	\$3,875
2	4,075
3	4,275
4	4,475
5	4,675
6	4,875

I.B.M. Clerk (11 months)

<u>Step</u>	<u>Salary</u>
1	\$4,175
2	4,375
3	4,575
4	4,775
5	4,975
6	5,175

Secretary (Spec. Services)

<u>Step</u>	<u>Salary</u>
1	\$3,800
2	4,000
3	4,200
4	4,400
5	4,600
6	4,800

Business Office Clerk (12 months)

<u>Step</u>	<u>Salary</u>
1	\$4,400
2	4,600
3	4,800
4	5,000
5	5,200
6	5,400

Senior Clerk (12 months)

<u>Step</u>	<u>Salary</u>
1	\$4,900
2	5,100
3	5,300
4	5,500
5	5,700
6	5,950

APPENDIX A-2

NURSES' SALARY GUIDE 1969-1970

<u>Step</u>	<u>(\$5450-\$8150)</u> <u>N. D.</u>	<u>(\$5750-\$8700)</u> <u>B. A.</u>	<u>(\$6050-\$9250)</u> <u>M. A.</u>
1	\$5,450	\$5,750	\$6,050
2	5,750	6,050	6,350
3	6,050	6,350	6,650
4	6,350	6,650	6,950
5	6,650	6,950	7,250
6	6,950	7,250	7,550
7	7,250	7,550	7,850
8	7,550	7,850	8,150
9	7,850	8,150	8,450
10	8,150	8,450	8,750
11		8,700	9,050
12			9,250

APPENDIX A-3

CUSTODIAL AND JANITRESS SALARY GUIDE 1969-1970

I. Salaries - Custodial

<u>Step</u>	<u>1969-1970</u>
1	\$ 4,900
2	5,275
3	5,650
4	6,025
5	6,400
6	6,700

Salaries - Janitress: \$2,260

II. Snow Days

When a custodian is called by the chief custodian for snow removal on days after his normal working hours, he shall be paid time and one-half for a minimum of four hours after reporting for work. Such monies are to be paid only when called on such days by the chief custodian.

III. Extra Service

- A. \$12/night for school activities
- B. \$10/night for P.T.A. activities

Office of the Superintendent
Carteret Public Schools
Carteret, New Jersey

EXTRA PAY-EXTRA SERVICE
1969-1970 School Year

Frosh Adviser 2 @ \$50 each -----	\$ 100
Soph Adviser 2 @ \$100 each -----	200
Junior Adviser 2 @ \$150 each -----	300
Senior Adviser 2 @ \$200 each -----	400
Forensics -----	200
Literary Magazine -----	150
Newspaper -----	400
Yearbook: Editorial-Literary -----	400
Business -----	150
Student Council -----	200
F. B. L. A. -----	100
Honor Society -----	100
F. T. A. -----	100
Public Relations -----	200
Band Director -----	500
Assistant Band Director -----	300
Play Director -----	300
Twirler Coach -----	200

APPENDIX B

LEAVE OF ABSENCE OF FULL TIME TEACHERS

A. The following prescribe the treatment to be accorded employees of the Carteret Board of Education. The following situations involving absence of regular, full time employees are dealt with:

1. Personal Illness
2. Personal Injuries
3. Personal Business
4. Illness in the Employee's Immediate Family
5. Death in the Employee's Immediate Family
6. Marriage of the Employee or Member of Immediate Family
7. Compliance with a Court Order
8. Maternity
9. Absence from Classes on Other School Business
10. Military
11. Sabbatical

B. Daily Rate of Pay

A day's pay, for purposes of these regulations is 1/200 of the employee's annual salary.

C. Length of Service

Length of service, for purpose of these regulations, is the amount of continuous service since date of last engagement by the Board of Education of Carteret.

D. Part-time or Temporary Employees

The provisions herein apply to regular full-time employees only. Absences of part-time or temporary employees are dealt with at the discretion of the Board of Education, taking into account the terms and conditions of employment in each case. Where applicable, proportionate benefits not to exceed those stipulated for regular full time employees may be granted.

1. Personal Illness

Personal illness is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such disease in the immediate household.

- a. Each employee of the Board shall be entitled to 10 days absence each year for personal illness. Sick days not taken while within the Carteret School System may be accumulated without limit, beginning September 1, 1954.

Personal Illness (Continued)

b. Extended Personal Illness

The following additional leaves will be granted-minus substitute salary.

- 3 to 5 years service - 20 school days
- 6 to 10 years service - 60 school days
- 11 or more years service- 100 school days

c. Statement of Physician

When absence for personal illness exceeds three(3) consecutive days, a physician's statement shall be filed with the Secretary of the School Board, through the Principal and the Superintendent. In case of frequent or intermittent illness the Board of Education or the Superintendent may require the employee to submit to an examination by a school physician, as well as require the employee to submit a statement from the attending physician.

2. Personal Injuries

a. Personal injury - absence resulting from injury during vacation period or while not engaged in the performance of school duty shall follow regular personal illness procedures.

b. Personal injury on the job

Any employee injured in the performance of his duties shall, within 24 hours, report such injury to his immediate supervisor, in accordance with the Organizational Chart of the district.

The report shall be in writing on form as prepared by the Board of Education for any compensable injury.

Immediate supervisor shall follow through proper channels to the office of the Secretary of the Board of Education.

Salary shall be paid to employee for absence due to injury and shall be charged to his sick leave.

If employee receives compensation for such injury, the compensation paid to the employee shall revert to the Board of Education. Absence charged against sick leave will then be credited to said employee's sick leave.

3. Personal Business

Personal business is defined as any activity which requires the personal attention and physical presence of the individual at a time and place that necessitates absence from school.

Personal Business (Continued)

- a. Three (3) days will be allowed for Personal Business. Permission must be received from the Principal, through the Superintendent, at least forty-eight (48) hours prior to leave. Such requests must be in writing.

4. Illness in Immediate Family

In case of illness of parent, brother, sister, husband, wife, child or any other relative living at home within the immediate family no deduction will be made, provided the absence does not exceed 5 days in any one year. This time will be charged against personal illness.

5. Death in Immediate Family

- a. Absence of five (5) consecutive calendar days without loss of salary shall be allowed an employee in case of death in his or her immediate family or household and in case of death of his mother-in-law or father-in-law or grandparent.
- b. In case of death of nephew, niece, uncle, aunt, or brother-in-law, sister-in-law not living with the immediate family, no deduction of pay shall be made for absence on the day of the funeral.
- c. In cases not covered in (a) or (b), where attendance at a funeral is expected of or incumbent upon an employee, deduction of the pay of a substitute shall be made during his absence.

6. Marriage

Ordinarily employees are not expected to request time off during the school year for purposes of marriage or wedding trips, in view of the possibility of scheduling these in conformity with vacation and holiday periods. However, if unusual circumstances require special consideration, a leave of absence without pay may be granted by the Board of Education.

7. Compliance with Court Order

Personal business will be granted for appearance in any legal proceeding connected with the teacher's employment or with the school system or in other legal proceeding if the teacher is required by law to attend and if the teacher is not a party to the case.

8. Maternity

- a. Any female employee of the Board of Education who is not under tenure shall, as soon as she is three months pregnant, submit her resignation to the Board of Education, same to be effective in accordance with the terms of her existing contract. However, her services may be continued with the approval of the Superintendent until a suitable substitute is found.

Maternity (Continued)

- b. Any female tenure employee of the Board of Education shall, as soon as she is three months pregnant, apply to the Board for leave of absence without pay to begin as soon as a suitable substitute is found. The leave of absence shall extend for two (2) years following the birth of the child and as much longer as may be required, to terminate on the next succeeding September First. The Board of Education will grant such a leave without pay. In the event that normal conditions upon pregnancy and birth do not prevail, the employee may apply to the said Board for permission to return to her position prior to the termination of the period for which the leave was granted. Failure to apply for leave of absence when three months pregnant shall be considered as neglect of duty and shall constitute grounds for dismissal from service.
- c. Any female tenure teacher adopting an infant child may receive similar leave, which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

9. Absence from Classes on Other School Business

- a. Teachers may request two days absence in each school year for the purpose of visiting other schools for observation, discussion, and related professional interests.

10. Military

No leave of absence shall be counted as a year of experience on the salary schedule, except for military leave for teachers already in the employ of the Board of Education. Teachers who are drafted for military service are subject to placement, upon discharge, according to State and Federal laws for hiring new teachers.

11. Sabbatical Leave

- a. On the recommendation of the Superintendent, the Board of Education may permit members of the professional staff to take a sabbatical leave for the purpose of self-improvement and benefit to the school system through study or research, and travel-study programs.
- b. Members of the professional staff shall become eligible when they have completed not less than seven years of service in the Carteret Public Schools.
- c. Sabbatical leave shall be granted for a period of up to one school year at one-half ($\frac{1}{2}$) salary for the time involved.

Sabbatical Leave (Continued)

d. A condition to the acceptance of a sabbatical leave shall be the agreement on the part of the applicant to return to the Carteret School System for at least one year of service after the conclusion of the leave.

e. An individual shall be entitled to salary increase during such sabbatical leave.

E. Return From Leaves of Absence

1. All leaves of absence are made from the Carteret Public Schools, and not from a specific position therein, except by permission of the School Board. Upon return to duty at the expiration of the leave of absence, the person shall resume the contract status held prior to such leaves. No salary increments are earned on leave, other than military or sabbatical.

2. No leave of absence shall be granted for employment in another business or occupation.

F. Absence for Professional Reasons

Absence of teachers for purposes of attending professional educational meetings or convention shall be subject to recommendation of the Principal and approved by the Superintendent. These shall be without loss of pay, unless specifically agreed otherwise in advance.

G. Regularity of Attendance

Optimum conditions for learning and development of pupils include the regular attendance of the teacher in charge. Effective and efficient performance of all the functions involved in school operation likewise depend upon regular attendance on the job of all employees. The foregoing provisions are to be considered as safeguards against certain of the vicissitudes of life, and hence a measure of security contributing to the peace of mind of all concerned.

APPENDIX B-1

LEAVE POLICY - SECRETARIAL AND CLERICAL STAFF

A. The following prescribe the treatment to be accorded employees of the Carteret Board of Education. The following situations involving absence of regular, full-time employees are dealt with:

1. Personal Illness
2. Personal Injuries
3. Personal Business
4. Illness in the Employee's Immediate Family
5. Death in the Employee's Immediate Family
6. Marriage of the Employee or Member of Immediate Family
7. Compliance With a Court Order
8. Maternity

B. Length of Service

Length of service, for purpose of these regulations, is the amount of continuous service since date of last engagement by the Board of Education of Carteret.

C. Part-time or Temporary Employees

The provisions herein apply to regular full-time employees only. Absences of part-time or temporary employees are dealt with at the discretion of the Board of Education, taking into account the terms and conditions of employment in each case. Where applicable, proportionate benefits not to exceed those stipulated for regular full-time employees may be granted.

1. Personal Illness

Personal Illness is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such disease in the immediate household.

a. Each employee of the Board shall be entitled to 10 days absence each year for personal illness. Sick days not taken while within the Carteret School System may be accumulated without limit, beginning September 1, 1954.

b. Extended Personal Illness

The following additional leaves will be granted-minus substitute salary.

3 to 5 years service	- 20 school days
6 to 10 years service	- 60 school days
11 or more years service	- 100 school days

Leave Policy - Secretarial & Clerical Staff (Continued)

c. Statement of Physician

When absence for personal illness exceeds three (3) consecutive days, a physician's statement shall be filed with the Secretary of the School Board, through the Principal and the Superintendent. In case of frequent or intermittent illness the Board of Education or the Superintendent may require the employee to submit to an examination by a school physician, as well as require the employee to submit a statement from the attending physician.

2. Personal Injuries

a. Personal Injury

Absence resulting from injury during vacation period or while not engaged in the performance of school duty shall follow regular personal illness procedures.

b. Personal Injury on the Job

Any employee injured in the performance of his duties shall, within 24 hours, report such injury to his immediate supervisor, in accordance with the Organizational Chart of the district.

The report shall be in writing on form as prepared by the Board of Education for any compensable injury.

Immediate supervisor shall follow through proper channels to the office of the Secretary of the Board of Education.

Salary shall be paid to employees for absence due to injury and shall be charged to his sick leave.

If employee receives compensation for such injury, the compensation paid to the employee shall revert to the Board of Education. Absence charged against sick leave will then be credited to said employee's sick leave.

3. Personal Business

Personal business is defined as any activity which requires the personal attention and physical presence of the individual at a time and place that necessitates absence from school.

- a. Three (3) days will be allowed for Personal Business. Permission must be received from the Principal, through the Superintendent, at least forty-eight (48) hours prior to leave. Such requests must be in writing.

4. Illness in Immediate Family

In case of illness of parent, brother, sister, husband, wife, child or any other relative living at home within the immediate family no deduction will be made, provided the absence does not exceed 5 days in any one year. This time will be charged against personal illness.

Leave Policy - Secretarial & Clerical Staff (Continued)

5. Death in Immediate Family

- a. Absence of five (5) consecutive calendar days without loss of salary shall be allowed an employee in case of death in his or her immediate family or household and in case of death of this mother-in-law or father-in-law or grandparent.
- b. In case of death of nephew, niece, uncle, aunt, or brother-in-law, sister-in-law not living with the immediate family, no deduction of pay shall be made for absence on the day of the funeral.
- c. In cases not covered in (a) or (b), where attendance at a funeral is expected of or incumbent upon an employee, deduction of the pay of a substitute shall be made during his absence.

6. Marriage

Ordinarily employees are not expected to request time off during the school year for purposes of marriage or wedding trips, in view of the possibility of scheduling these in conformity with vacation and holiday periods. However, if unusual circumstances require special consideration, a leave of absence without pay may be granted by the Board of Education.

7. Compliance with Court Order

Personal business will be granted for appearance in any legal proceeding connected with the teacher's employment or with the school system or in other legal proceeding if the teacher is required by law to attend and if the teacher is not a party to the case.

8. Maternity

- a. Any female employee of the Board of Education who is not under tenure shall, as soon as she is three months pregnant, submit her resignation to the Board of Education, same to be effective in accordance with the terms of her existing contract. However, her services may be continued with the approval of the Superintendent until a suitable substitute is found.
- b. Any female tenure employee of the Board of Education shall, as soon as she is three months pregnant, apply to the Board for leave of absence without pay to begin as soon as a suitable substitute is found. The leave of absence shall extend for two (2) years following the birth of the child and as much longer as may be required, to terminate on the next succeeding September First. The Board of Education will grant such a leave without pay. In the

Leave Policy - Secretarial & Clerical Staff (Continued)

8. Maternity (continued)

event that normal conditions upon pregnancy and birth do not prevail, the employee may apply to the said Board for permission to return to her position prior to the termination of the period for which the leave was granted. Failure to apply for leave of absence when three months pregnant shall be considered as neglect of duty and shall constitute grounds for dismissal from service.

- c. Any female tenure teacher adopting an infant child may receive similar leave, which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

D. Return

1. All leaves of absence are made from the Carteret Public Schools, and not from a specific position therein, except by permission of the School Board. Upon return to duty at the expiration of the leave of absence, the person shall resume the contract status held prior to such leaves. No salary increments are earned on leave, other than military.
2. No leave of absence shall be granted for employment in another business or occupation.

E. Regularity of Attendance

Effective and efficient performance of all the functions involved in school operation depends upon regular attendance on the job of all employees. The foregoing provisions are to be considered as safeguards against certain of the vicissitudes of life, and hence a measure of security contributing to the peace of mind of all concerned.

F. Vacation Schedule - 12-month Secretarial and Clerical Employees Only

<u>Service</u>	<u>Vacation</u>
6 months to one (1) year	1 week
1 year or more to 10 years	2 weeks
10 years or more to 20 years	3 weeks
20 years and over	4 weeks

All vacations must be taken during July and August. Vacations are not accumulative and must be approved by the respective supervisor.

Leave Policy - Secretarial & Clerical Staff (Continued)

G. Approved paid holidays for all ten-eleven-twelve month clerical and secretarial employees:

1. Independence Day - July 4
2. Labor Day
3. Columbus Day - October 12
4. General Election Day
5. Veteran's Day - November 11
6. Thanksgiving Day
7. Day after Thanksgiving - if there is no school on that day
8. Christmas Eve - December 24
9. Christmas Day - December 25
10. New Years Eve - one-half day; 12 noon - December 31
11. New Years Day - January 1
12. Lincoln's Birthday - February 12
13. Washington's Birthday - February 22
14. Good Friday
15. Memorial Day - May 30

In the event a holiday shall fall on a Saturday or Sunday, no additional time off shall be granted. However in the event school is conducted for all or portion of the day on which the holiday falls, corresponding time off shall be given on another day. The time off shall be approved by the principal or other supervisor.

All secretarial employees shall be given permission to attend the N.J.E.A. Convention. Those not attending must report for work.

APPENDIX B-2

LEAVE POLICY - NURSES

A. The following prescribe the treatment to be accorded employees of the Carteret Board of Education. The following situations involving absence of regular, full time employees are dealt with:

1. Personal Illness
2. Personal Injuries
3. Personal Business
4. Illness in the Employee's Immediate Family
5. Death in the Employee's Immediate Family
6. Marriage of the Employee or Member of Immediate Family
7. Compliance with a Court Order
8. Maternity
9. Military

B. Daily Rate of Pay

A day's pay, for purposes of these regulations is 1/200 of the employee's annual salary.

C. Length of Service

Length of service, for purpose of these regulations, is the amount of continuous service since date of last engagement by the Board of Education of Carteret.

D. Part-time or Temporary Employees

The provisions herein apply to regular full-time employees only. Absences of part time temporary employees are dealt with at the discretion of the Board of Education, taking into account the terms and conditions of employment in each case. Where applicable, proportionate benefits not to exceed those stipulated for regular full-time employees may be granted.

1. Personal Illness

Personal illness is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such disease in the immediate household.

- a. Each employee of the Board shall be entitled to 10 days absence each year for personal illness. Sick days not taken while within the Carteret School System may be accumulated without limit, beginning September 1, 1954.

Personal Illness (Continued)

b. Extended Personal Illness

The following additional leaves will be granted-minus substitute salary.

3 to 5 years service - 20 school days
6 to 10 years service - 60 school days
11 or more years service- 100 school days

c. Statement of Physician

When absence for personal illness exceeds three(3) consecutive days, a physician's statement shall be filed with the Secretary of the School Board, through the Principal and the Superintendent. In case of frequent or intermittent illness the Board of Education or the Superintendent may require the employee to submit to an examination by a school physician, as well as require the employee to submit a statement from the attending physician.

2. Personal Injuries

a. Personal injury - absence resulting from injury during vacation period or while not engaged in the performance of school duty shall follow regular personal illness procedures.

b. Personal injury on the job

Any employee injured in the performance of his duties shall, within 24 hours, report such injury to his immediate supervisor, in accordance with the Organizational Chart of the district.

The report shall be in writing on form as prepared by the Board of Education for any compensable injury.

Immediate supervisor shall follow through proper channels to the office of the Secretary of the Board of Education.

Salary shall be paid to employee for absence due to injury and shall be charged to his sick leave.

If employee receives compensation for such injury, the compensation paid to the employee shall revert to the Board of Education. Absence charged against sick leave will then be credited to said employee's sick leave.

3. Personal Business

Personal business is defined as any activity which requires the personal attention and physical presence of the individual at a time and place that necessitates absence from school.

Maternity (Continued)

b. Any female tenure employee of the Board of Education shall, as soon as she is three months pregnant, apply to the Board for leave of absence without pay to begin as soon as a suitable substitute is found. The leave of absence shall extend for two (2) years following the birth of the child and as much longer as may be required, to terminate on the next succeeding September First. The Board of Education will grant such a leave without pay. In the event that normal conditions upon pregnancy and birth do not prevail, the employee may apply to the said Board for permission to return to her position prior to the termination of the period for which the leave was granted. Failure to apply for leave of absence when three months pregnant shall be considered as neglect of duty and shall constitute grounds for dismissal from service.

c. Any female tenure teacher adopting an infant child may receive similar leave, which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

10. Military

No leave of absence shall be counted as a year of experience on the salary schedule, except for military leave for teachers already in the employ of the Board of Education. Teachers who are drafted for military service are subject to placement, upon discharge, according to State and Federal laws for hiring new teachers.

E. Return from Leaves of Absence

1. All leaves of absence are made from the Carteret Public Schools, and not from a specific position therein, except by permission of the School Board. Upon return to duty at the expiration of the leave of absence, the person shall resume the contract status held prior to such leaves. No salary increments are earned on leave, other than military or sabbatical.

2. No leave of absence shall be granted for employment in another business or occupation

F. Regularity of Attendance

Effective and efficient performance of all the functions involved in school operation depends upon regular attendance on the job of all employees. The foregoing provisions are to be considered as safeguards against certain of the vicissitudes of life, and hence a measure of security contributing to the peace of mind of all concerned.

Personal Business (Continued)

- a. Three (3) days will be allowed for Personal Business. Permission must be received from the Principal, through the Superintendent, at least forty-eight (48) hours prior to leave. Such requests must be in writing.

4. Illness in Immediate Family

In case of illness of parent, brother, sister, husband, wife, child or any other relative living at home within the immediate family no deduction will be made, provided the absence does not exceed 5 days in any one year. This time will be charged against personal illness.

5. Death in Immediate Family

- a. Absence of five (5) consecutive calendar days without loss of salary shall be allowed an employee in case of death in his or her immediate family or household and in case of death of his mother-in-law or father-in-law or grandparent.
- b. In case of death of nephew, niece, uncle, aunt, or brother-in-law, sister-in-law not living with the immediate family, no deduction of pay shall be made for absence on the day of the funeral.
- c. In cases not covered in (a) or (b), where attendance at a funeral is expected of or incumbent upon an employee, deduction of the pay of a substitute shall be made during his absence.

6. Marriage

Ordinarily employees are not expected to request time off during the school year for purposes of marriage or wedding trips, in view of the possibility of scheduling these in conformity with vacation and holiday periods. However, if unusual circumstances require special consideration, a leave of absence without pay may be granted by the Board of Education.

7. Compliance with Court Order

Personal business will be granted for appearance in any legal proceeding connected with the teacher's employment or with the school system or in other legal proceeding if the teacher is required by law to attend and if the teacher is not a party to the case.

8. Maternity

- a. Any female employee of the Board of Education who is not under tenure shall, as soon as she is three months pregnant, submit her resignation to the Board of Education, same to be effective in accordance with the terms of her existing contract. However, her services may be continued with the approval of the Superintendent until a suitable substitute is found.

APPENDIX B-3

CUSTODIAL LEAVE POLICY

A. The following prescribe the treatment to be accorded employees of the Carteret Board of Education. The following situations involving absence of regular, full-time employees are dealt with:

1. Personal Illness
2. Personal Injuries
3. Personal Business
4. Illness in the employee's immediate family
5. Death in the employee's immediate family
6. Marriage of the employee or member of immediate family
7. Compliance with a court order
8. Military

B. Length of Service

Length of service, for purpose of these regulations, is the amount of continuous service since date of last engagement by the Board of Education of Carteret.

C. Part-time or Temporary Employees

The provisions herein apply to regular full-time employees only. Absences of part-time or temporary employees are dealt with at the discretion of the Board of Education, taking into account the terms and conditions of employment in each case. Where applicable, proportionate benefits not to exceed those stipulated for regular full-time employees may be granted.

1. Personal Illness

Personal illness is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such disease in the immediate household.

a. Each employee of the Board shall be entitled to 10 days absence each year for personal illness. Sick days not taken while within the Carteret School System may be accumulated without limit, beginning September 1, 1954.

b. Extended Personal Illness

The following additional leaves will be granted-minus substitute salary.

3 to 5 years service - 20 school days
6 to 10 years service - 60 school days
11 or more years service- 100 school days

Custodial Leave Policy (Continued)

c. Statement of Physician

When absence for personal illness exceeds three (3) consecutive days, a physician's statement shall be filed with the Secretary of the School Board, through the Principal and the Superintendent. In case of frequent or intermittent illness the Board of Education or the Superintendent may require the employee to submit to an examination by a school physician, as well as require the employee to submit a statement from the attending physician.

2. Personal Injuries

a. Personal Injuries

Absence resulting from injury during vacation period or while not engaged in the performance of school duty shall follow regular personal illness procedures.

b. Personal Injury on the Job

Any employee injured in the performance of his duties shall, within 24 hours, report such injury to his immediate supervisor, in accordance with the Organizational Chart of the district.

The report shall be in writing on form as prepared by the Board of Education for any compensable injury.

Immediate supervisor shall follow through proper channels to the office of the Secretary of the Board of Education.

Salary shall be paid to employee for absence due to injury and shall be charged to his sick leave.

If employee receives compensation for such injury, the compensation paid to the employee shall revert to the Board of Education. Absence charged against sick leave will then be credited to said employee's sick leave.

3. Personal Business

Personal business is defined as any activity which requires the personal attention and physical presence of the individual at a time and place that necessitates absence from school.

- a. Three (3) days will be allowed for Personal Business. Permission must be received from the Principal, through the Superintendent, at least forty-eight (48) hours prior to leave. Such requests must be in writing.

4. Illness in Immediate Family

In case of illness of parent, brother, sister, husband, wife, child or any other relative living at home within the immediate family no deduction will be made, provided the absence does not exceed 5 days in any one year. This time will be charged against personal illness.

Custodial Leave Policy (Continued)

5. Death in Immediate Family

- a. Absence of five (5) consecutive calendar days without loss of salary shall be allowed an employee in case of death in his or her immediate family or household and in case of death of his mother-in-law or father-in-law or grandparent.
- b. In case of death of nephew, niece, uncle, aunt, or brother-in-law, sister-in-law not living with the immediate family, no deduction of pay shall be made for absence on the day of the funeral.
- c. In cases not covered in (a) or (b), where attendance at a funeral is expected of or incumbent upon an employee, deduction of the pay of a substitute shall be made during his absence.

6. Marriage

Ordinarily employees are not expected to request time off during the school year for purposes of marriage or wedding trips, in view of the possibility of scheduling these in conformity with vacation and holiday periods. However, if unusual circumstances require special consideration, a leave of absence without pay may be granted by the Board of Education.

7. Compliance with Court Order

Personal business will be granted for appearance in any legal proceeding connected with the teacher's employment or with the school system or in other legal proceeding if the teacher is required by law to attend and if the teacher is not a party to the case.

8. Military

No leave of absence shall be counted as a year of experience on the salary schedule, except for military leave for teachers already in the employ of the Board of Education. Teachers who are drafted for military service are subject to placement, upon discharge, according to State and Federal laws for hiring new teachers.

D. Regularity of Attendance

Effective and efficient performance of all the functions involved in school operation depends upon regular attendance on the job of all employees. The foregoing provisions are to be considered as safeguards against certain of the vicissitudes of life, and hence a measure of security contributing to the peace of mind of all concerned.

Custodial Leave Policy (Continued)

E. Vacation Schedule

<u>Service</u>	<u>Vacation</u>
6 months to one (1) year	1 week
1 year or more to 10 years	2 weeks
10 years or more to 20 years	3 weeks
20 years or more	4 weeks

All vacations must be taken during July and August. Vacations are not accumulative and must be approved by the respective supervisor.

Any employee working on a legal holiday is entitled to a day off at the discretion of his immediate supervisor.

F. In addition to the regular summer vacation, the following days shall be considered paid holidays:

1. Independence Day - July 4
2. Labor Day
3. Columbus Day - October 12
4. General Election Day
5. Veteran's Day - November 11
6. Thanksgiving Day
7. Day after Thanksgiving - if there is no school on that day
8. Christmas Eve - December 24
9. Christmas Day - December 25
10. New Years Eve - one-half day; 12 noon - December 31
11. New Years Day - January 1
12. Lincoln's Birthday - February 12
13. Washington's Birthday - February 22
14. Good Friday
15. Memorial Day - May 30

In the event a holiday shall fall on a Saturday or a Sunday, no additional time off shall be granted. However in the event school is conducted for all or a portion of the day on which the holiday falls, corresponding time off shall be given on another day. The time off shall be approved by the principal or other supervisor.

APPENDIX C

HEALTH-CARE INSURANCE FOR TEACHERS AND
OTHER PROFESSIONAL EMPLOYEES, SEC-
RETARIES AND CLERKS AND NURSES

The Board shall contribute towards the cost of health-care insurance in accordance with the following formula:

A. Individuals enrolled in the health-care insurance plan for the first year -

Board to pay 50% of the cost

B. Individuals enrolled in the health-care insurance plan for the second year -

Board to pay 50% of the cost

C. Individuals enrolled in the health-care insurance plan for the third year -

Board to pay 75% of the cost

D. Individuals enrolled in the health-care insurance plan for the fourth year -

Board to pay 100% of the cost

APPENDIX C-1

**HEALTH-CARE INSURANCE FOR CUSTODIANS
AND JANITRESSES**

The Board shall contribute 100% of the cost of the health-care insurance upon the first year of enrollment in the plan.

APPENDIX D

GRADUATE ASSISTANCE PROGRAM

I. FUNDING

There is presently available for the Graduate Assistance Program, Fiscal Year 1969-70, the sum of \$7,000.

II. REGULATIONS

A. Personnel Eligible:

1. All full time professional staff members who have been employed by the Carteret Public Schools for more than one year.
2. Non-tenure teachers--
 - a. When they have been reappointed for the following school year by the Board of Education
and
 - b. When they have signed a contract signifying their return to the Carteret Public Schools the next year.
3. Nurses shall also be eligible for graduate assistance but such courses must be a course taken towards a Master's Degree and beyond the Bachelor of Science Degree. Nurses shall also comply with all of the foregoing regulations concerning application for and approval of the program.

B. Application Procedure:

1. The teacher must complete two copies of the application form and submit them to the designated office for review and approval.
2. This office will inform the teacher whether the request is approved or disapproved.
3. Applications must be made by October 15 for the fall semester, by March 1 for the spring semester, and June 30 for the summer semester.

C. Approval Regulations:

1. Course eligibility: to be approved, the course must benefit both the teacher and the Carteret School System. It must be related to the staff member's performance in his present position or in an area designated and approved by the Board of Education.

A course which in itself is not directly related to the teacher's present position may be approved if this course is part of an advanced degree program and is necessary to complete

Graduate Assistance Program (Continued)

the requirements for the degree. Such a degree program must have prior approval of the Superintendent of Schools and must be field related to the teacher's present position or in an area designated and approved by the Board of Education. Such areas are guidance and school administration. Other degree programs will be evaluated on an individual basis.

Courses taken to certify the teacher for his present position are not reimbursable.

Courses that will be approved are:

- a. Courses taken toward a Master's Degree in general education (elementary or secondary) or in a specific subject in which the staff member teaches (history, science, English, etc.)
 - b. Courses taken for a Master's Degree in guidance and school administration or for certification in guidance or school administration.
 - c. Approved courses for professional improvement beyond Master's level. The same restrictions previously cited apply.
 - d. Courses taken for professional self-improvement in subject areas in which the applicant teaches: i.e., biology, chemistry, English, social studies, languages, reading, arithmetic, etc.
2. A grade of "C" or better must be achieved for reimbursement purposes.
 3. Courses must be taken in an accredited college or university.
 4. Courses cannot be repeated at the expense of the Carteret Board of Education.

D. Course Verification:

The teacher will submit to the appropriate office evidence of successful completion of the course and the grade received within one month after completion of the course.

E. Reimbursement:

1. Reimbursement will depend upon the number of credits approved for the semester.
2. The maximum amount per credit will be \$20.00.
3. Checks will be distributed after a record of the grades has been received.

APPENDIX E

GRIEVANCE PROCEDURE

DEFINITIONS

The term "grievance" is defined as a complaint by any of the covered employees based upon an alleged violation of or violation from the provisions of this Agreement, or the interpretation or application thereof, and further by way of illustration and not by way of limitation, the term "grievance" shall not be deemed applicable in the following instances:

- (a) The failure or refusal of the Board to renew a contract of a non-tenure employee;
- (b) In matters where a method of review is prescribed by law, or by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education;
- (c) In matters where the Board is without authority to act;
- (d) In matters involving the sole and unlimited discretion of the Board;
- (e) In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "employee" shall mean any regularly employed indi-

vidual receiving compensation from the Board but shall not include the superintendent.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or person authorized or designated by any employee or any group of employees, or by a public employees' association, or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District.

The term "party" means an aggrieved employee, his immediate superior, the school principal or any staff member below the superintendent who may be affected by the determination of the superintendent in connection with the procedure herein established.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period, shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

3. 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 limit specified may, however, be extended by mutual agreement.

4. It is understood that employees 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 fully determined.

Level 1

An employee with a grievance shall first discuss it with his principal or immediate superior with the objective of resolving the matter informally.

Level 2

If as a result of the informal discussion the aggrieved is not satisfied with the disposition of his grievance, he may formally file the grievance in writing with the principal and chairman of the Association's Grievance Committee within ten school days after the decision at Level 1. Should the Association's Grievance Committee deem the grievance to be a valid and meritorious one, the chairman of the Association's Grievance Committee shall within five school days after receiving the

written grievance, submit the grievance in writing to the principal specifying (a) the nature of the grievance, (b) the nature and extent of the injury, loss or inconvenience, (c) the result of the previous discussions, and (d) the aggrieved's dissatisfaction with the decision previously rendered. The principal shall thereupon hold a hearing with the aggrieved and the representative of the Association. The written decision of the principal shall be delivered within five school days after the hearing.

Level 3

If the aggrieved person is not satisfied with the disposition of his grievance at Level 2, or if no decision has been rendered within five school days after the grievance was delivered to the principal, he may request the Association's Grievance Committee to refer the grievance to the superintendent or his designee.

Level 4

Within ten school days after receipt of the grievance, the superintendent or his designee may confer jointly or severally with the parties involved and shall within ten school days after such conference or conferences submit his written decision to the aggrieved and the Association's Grievance Committee.

Level 5

In the event the aggrieved is not satisfied with the deter-

mination of the grievance by the superintendent, he may request the Association's Grievance Committee to submit the grievance to the Board or to a committee designated by the Board. The grievance shall set forth the elements contained in Level 2 together with all other prior decisions. If the aggrieved does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may on its own conduct a hearing, or it may request the submission of additional material. Where the aggrieved requests a hearing in writing, a hearing shall be held before the Board. Such hearing shall not be held in a public session.

The Board shall make a determination within thirty days from the receipt of the grievance and shall in writing notify the aggrieved and the Association's Grievance Committee and the principal and superintendent of its determination. This time period may be extended by mutual agreement of the parties.

5. In the event an employee is dissatisfied with the determination of the Board, he may request the Association's Grievance Committee to submit a formal demand for advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968. A request for such advisory arbitration shall be made no later than fifteen days following the determination of

the Board. Failure to file within the said time shall constitute a bar to such arbitration unless the parties have extended the time by mutual agreement.

Within ten days after receipt of the written notice of demand for advisory arbitration, the Board, the aggrieved and the Association's Grievance Committee shall agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from the said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. Thereafter the parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

6. The arbitrator so selected shall confer with representatives of the Board and the Association's Grievance Committee and hold hearings promptly. He shall issue his decision not later than twenty days from the date of the closing of the hearing unless the time shall be extended by mutual consent. His decision shall be in writing. The arbitrator shall be without power or authority to make any decision which requires the commission of an act which is prohibited by the New Jersey Constitution or State

Law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board, the aggrieved and the Association, and shall be advisory only and no judgment may be entered thereon. The cost for the services of the arbitrator, including per diem expenses if any, shall be borne equally by the Board and the Association.

7. Forms for filing grievances, serving notices, 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.

8. If in the judgment of the Association's Grievance Committee a grievance is system-wide, and the superintendent agrees that it is system-wide, the Association's Grievance Committee may submit such grievance in writing to the superintendent directly, and the processing of such grievance shall be commenced at Level 3.



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