

U 1071

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

AGREEMENT

RUTGERS UNIVERSITY
between

**Board of Education
of the Township of
Branchburg**

Branchburg Township

and

**Branchburg Federation
of Teachers**

LOCAL 3667, AFT

* * * * *

July 1, 1987 - June 30, 1990

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THIS AGREEMENT, entered into this 21st day of September 1987, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF BRANCBURG, hereinafter called the "BOARD" AND THE BRANCBURG FEDERATION OF TEACHERS, LOCAL 3667, AFT, hereinafter called the "FEDERATION."

ARTICLE I

RECOGNITION

A. 1. The Board recognizes the Federation as the sole and exclusive negotiating agent pursuant to NJSA 34:13A-1 et seq. for all nonsupervisory certificated personnel, such as, but not limited to, all Teachers, Guidance Counselors, Nurses, Speech Correctionists, Learning Disabilities Teacher-Consultants and Social Workers.

B. 2. Unless otherwise indicated, the term "teachers" or "employees" when used hereinafter in this Agreement, shall refer only to all professional employees represented by the Federation in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

GRIEVANCE PROCEDURE

A. DEFINITIONS:

A "Grievance" is a complaint that there has been as to the grievant a violation, misinterpretation or misapplication of written Board policies or regulations involving terms and conditions of employment or of any provisions of this Agreement.

The term "Grievant" shall mean an individual staff member or a group of staff members having a common grievance, or the Federation. However, the term "grievance" shall not apply to a complaint of a nontenure employee which arises by his not being reemployed.

B. PROCEDURE:

1. A grievance shall be filed in writing within forty (40) calendar days of the event complained of. If the grievant could not have reasonably known of the complaint, the initial time period shall commence from the point at which the grievant should reasonably have known.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure by the grievant at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

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 at any step may be extended in any particular instance by mutual agreement between the Federation and the Superintendent. Any such extension must be in writing.

4. In the event a grievance is filed with the Chairman of the Grievance Committee 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, would continue until the beginning of the following school year, then the time limits set forth herein shall 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.

5. INFORMAL:

An attempt shall be made to resolve any complaint by discussion between grievant, Federation representative and appropriate supervisor or administrator before differences become formalized as grievances.

6. FORMAL:

(a) **Level One** – if the grievant is unable to resolve the grievance at the informal stage within five (5) school days after presentation of the grievance at the informal meeting, a grievance shall be presented in writing through or by the authorized Federation representative to the building Principal. The Principal shall within five (5) school days after receipt of the grievance meet with the grievant and authorized Federation representative in an effort to adjust the matter. The Principal shall make a decision and communicate it to the grievant and authorized Federation representative within five (5) school days after said meeting.

(b) **Level Two** – The decision of the building Principal may be appealed to the Superintendent within seven (7) school days after its receipt by the grievant and authorized Federation representative. The Superintendent shall within seven (7) school days after receipt of the appeal meet with the grievant and authorized Federation representative in an effort to adjust the matter. The Superintendent shall within seven (7) school days after said meeting make a decision and communicate it in writing to the grievant and authorized Federation representative.

(c) **Level Three** – Within fifteen (15) school days after receipt of the decision of the Superintendent an appeal may be made by the Federation to the American Arbitration Association for arbitration under its rules. Both parties agree to abide by the rules and procedure of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Federation and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the

issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power of authority to add, delete, or amend the terms of the Contract or to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Federation and shall be final and binding on the parties. If the Federation appeals to the American Arbitration Association, then the Board may review the decision of the Superintendent and hold a hearing and shall respond to the Federation in writing within fifteen (15) days from the notification of arbitration appeal. The review of the grievance in such cases by the Board does not preclude the Federation from arbitrating any such grievance.

(d) Costs – The fees and expenses of the arbitrator shall be shared equally by the two parties.

C. RIGHTS OF EMPLOYEES:

1. The Federation shall be immediately notified when a grievance hearing is scheduled beyond the informal step and shall have the right to be present at all such hearings.

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

D. MISCELLANEOUS:

1. If, in the judgment of the Grievance Committee a grievance affects a group or class of employees, the Grievance Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.

2. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated or selected representatives.

3. Only the Board and its representatives and the aggrieved and the authorized Federation representative shall be given copies of the arbitrator's report and recommendations by the American Arbitration Association.

4. Any grievance arising directly from an action of the Board may be appealed directly by the Federation to Level Two.

ARTICLE III

SALARIES AND SUPPLEMENTARY COMPENSATION

A. The salaries of all teachers covered by this Agreement are set forth in the Salary Guides which are attached hereto and made a part hereof in Schedule "A-1", Schedule "A-2" and Schedule "A-3".

B. Employees may choose any one of the following payment options for contracted salaries:

1. Ten-month basis, in twenty (20) equal payments.

2. Ten-month basis with amounts withheld for deposit in the Teachers' Credit Union by those who submit written request or held by the Board for summer payment.

3. Twelve-month basis, in twenty-four (24) equal payments, and paychecks shall be delivered in individually addressed envelopes.

C. In the event that a payday falls on a holiday, checks shall be distributed on the last working day prior to the vacation.

D. Speech Correctionists, Guidance Counselors, Social Workers and Learning Disabilities Teacher-Consultants shall receive an additional stipend of \$800 during 1987-88, \$872 during 1988-89 and \$950 during 1989-90 to compensate for additional time required by the position. All work beyond the 183-day contract year shall be compensated at the per diem rate for the position.

E. The salaries for nonathletic extracurricular activity compensated positions are set forth in Schedule "B" annexed hereto.

F. The salaries of athletic extracurricular activity compensated positions are set forth in Schedule "C" annexed hereto.

G. Summer School, Home Instruction, Computer Science Advisor, and Federal Program instructional positions shall be compensated at the rate of \$14.81 per hour during 1987-88, \$16.14 per hour during 1988-89 and \$17.59 per hour during 1989-90.

H. If released time is not granted for assigned curriculum change work, additional compensation at the rate of \$14.81 per hour during 1987-88, \$16.14 per hour during 1988-89 and \$17.59 per hour during 1989-90 shall be paid for assigned work on curriculum changes done outside the teacher's regular workday. It is understood that a time allotment may be established by the administration for any such curriculum change work.

ARTICLE IV

INSURANCE PROTECTION

- A.** The Board agrees to pay the full cost for family (spouse and/or children) coverage for all members of the bargaining unit for Group Health Insurance (U.C.R. Plan 1) provided by the Connecticut General Life Insurance Company.
- B.** If available from the insurance carrier, the Board shall give copies of insurance brochures describing the health care insurance to each employee for whom coverage is provided.
- C.** The Board agrees to pay the full cost for family (spouse and/or children) coverage for all members of the bargaining unit for Dental Insurance (U.C.R.) provided by the Connecticut General Life Insurance Company. The Orthodontic Limit shall be increased to \$1,000 effective July 1, 1987.
- D.** The Board agrees to pay the full cost of Group Long-Term Disability (66 $\frac{2}{3}$ %) for all members of the bargaining unit as provided by Connecticut General Life Insurance Company.
- E.** The Board shall be permitted to change insurance carrier(s), provided the coverage is substantially equal to or better than that provided during the contract year 1980-82.
- F.** Beginning July 1, 1987, all persons covered by this Agreement who retire between the ages of 55-65 who have twenty-five (25) years in the New Jersey Teachers Pension and Annuity Fund and a minimum of twenty (20) years experience in the Branchburg Township School District will have the option to select either the "Retirement/Death Benefit" (Article VIII) or have the Board of Education continue to pay the premiums for the health/dental program for employee and spouse until age 65.
- G.** Beginning July 1, 1988, all persons covered by this Agreement will be provided with a Family Prescription Plan (\$2.00 CoPay).

ARTICLE V

OPERATION OF SALARY GUIDE

- A.** Teachers new to Branchburg but with experience in other districts shall not be placed higher on the guide than the highest present member of the faculty with similar experience and training. All new employees hired after the effective date of this Agreement may be granted full credit for the first five (5) years of approved out-of-town teaching experience at the discretion of the Superintendent.

B. The following shall apply to credits granted to new employees for previous experience in other than the teaching profession:

1. Military Service

(a) The Board shall grant full credit as required by law to individuals with military experience obtained before or during employment in this School District.

(b) Previous military experience of teachers new to this School District will be considered in the granting of appropriate credits when, in the opinion of the School Board, such experience materially advances the teacher's ability.

2. Civilian Experience – Previous experience in a civilian occupation or profession will be considered in the granting of appropriate credit when, in the opinion of the School Board, such experience materially advances the teacher's teaching ability.

C. The Board of Education reserves the right to decline to advance a teacher according to the guide because of unsatisfactory work or other reasons. If a teacher is not advanced, he shall be given an explanation by the administration and the right to review by the Board of Education.

D. Teachers expecting to qualify for the next higher salary level must notify the Administrator no later than two (2) weeks before the budget submission date to the County Superintendent of the contract year preceding the actual change in salary level. Salary adjustments shall be made in September and February of each contract year.

ARTICLE VI

ABSENCE OF EMPLOYEES

A. SICK LEAVE:

1. All persons steadily employed by the Board of Education are permitted sick leave with full pay for twelve (12) days each year. All persons steadily employed by the Board of Education and working half-time or more, although less than full-time, will receive full pay for twelve (12) partial sick days each year in proportion to the ratio their employment bears to full employment. Sick leave 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 a disease in the immediate household. The Board may require a physician's certificate.

2. The employee shall be informed of accumulated sick leave no later than September 30 of each school year.

3. Where a Teacher can anticipate the occurrence of a specific future disabling event, such as surgery or pregnancy, he shall notify the Superintendent as soon as he is aware of the pending condition. The Teacher shall specify in writing his best estimate of the dates of commencement and termination of disability. At the time of notification, the Teacher shall submit a physician's certificate attesting to the disabling condition and specifying the physician's best estimate of the dates of commencement and termination of the disability.

4. Requests for sick leave relating to an anticipated disability shall include dates of onset and return from such leave.

5. An employee whose expected date of onset of disability occurs at a time which would be disruptive to the continuity of the educational process, and who does not take unpaid personal leave at a more feasible time prior to the disability, shall be subject to being transferred to alternative duty without loss of pay or benefits while so assigned until such time as the disability occurs.

6. The employee who anticipates a specific disabling event and who does not request unpaid leave of absence prior to the anticipated disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.

7. The Board may require that an employee anticipating a disabling event be placed on sick leave if the employee's physical condition results in unsatisfactory performance of assigned duties, and/or the continued performance of those duties impairs the employee's health. Such incapacity must be established by agreement of the Board's physician and the Teacher's physician that the Teacher cannot continue teaching. However, if there is a difference of medical opinion between the Board's physician and the Teacher's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the Teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching.

B. LOCAL PROVISIONS

1. The following may be permitted per school year without accumulations:

(a) Critical illness in immediate family – five (5) days maximum (wife, husband, father, mother, son, daughter, or any other person residing in the household or directly dependent upon the employee for the major portion of his or her sustenance). Where the absence under this subparagraph is based on the illness of a person in the last category indicated herein, the employee shall furnish the Superintendent with evidence of the required degree of dependence.

(b) Death in immediate family – five (5) days maximum (grandfather, grandfather-in-law, grandmother, grandmother-in-law, husband, wife, child,

mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, aunts and uncles, or any other person residing in the household or directly dependent upon the employee for the major portion of his sustenance). Where the absence under this subparagraph is based on the death of a person in the last category indicated herein, the employee shall furnish the Superintendent with evidence of the required degree of dependence.

(c) An allowance of leave for personal reasons with prior approval of the Superintendent, such leave not to exceed a total of five (5) days. This category shall be limited to the following:

(LIMITED TO THREE [3] DAYS)

(i) Court Subpeona (not involving the moral turpitude on the part of the employee; however, if the employee is not found guilty, appropriate reimbursement shall be provided by the Board)

(ii) Marriage of employee

(iii) Business transactions which cannot be accommodated after school hours

(iv) Religious observance

(LIMITED TO TWO [2] DAYS)

(v) No stated purpose. An absence in this category shall not be allowed on the first day of school, the day before, or after any day designated as a holiday on the school calendar, or the last day of school. Personal leave granted under this section may not be used in conjunction with items (i) through (iv) above.

(d) The Board, in its discretion, may grant up to one (1) year personal leave without pay to tenured Teachers to attend to personal business or matters which require such leave in order to avoid hardship to the individual and/or disrupt basic family unity.

(e) A maximum of two (2) days leave with pay may be granted to Teachers for professional workshops, seminars, conferences, or visitation to other school programs, exclusive of state or national teacher conventions. The granting of such leave shall be at the discretion of the Superintendent and shall be in accordance with the following schedule:

1. Professional days may be used only during the regularly scheduled workweek/workyear of the employee.

2. No more than three (3) employees may attend any one conference, workshop, etc.

3. Reimbursement for this professional leave will be for one (1) day only, subject to the following maximum limits, to be paid upon submission of official receipts:

	1987-88	1988-89	1989-90
Registration	\$ 65	\$ 71	\$ 77
Lunch	11	12	13
Dinner	27	29	32
Travel	109	119	130
Hotel	60	65	71

4. Should an employee be absent for more than days accumulated, per diem rate ($\frac{1}{200}$ for Teachers) of the annual contractual salary shall be deducted.

5. Beginning employees shall be credited with fifty percent (50%) of the unused New Jersey sick leave accumulation, not to exceed thirty (30) days.

ARTICLE VII

MATERNITY, PATERNITY AND ADOPTION LEAVE OF ABSENCE

A. MATERNITY LEAVE

1. DEFINITION

The term "maternity leave" does not refer to involuntary absence from assigned duties solely during the period of pregnancy-related disabilities. Such an absence is governed by Article VI of this Agreement.

The term "maternity leave" refers to a voluntary absence from active employment either:

(a) commencing while the pregnant Teacher is physically able to effectively perform her duties and continuing through the period of a pregnancy-related disability; or

(b) commencing after the end of a pregnancy-related disability for the purpose of child care.

2. If the anticipated disabling event referred to in Article VI is childbirth, the Board shall presume that the pregnant employee becomes disabled for work four (4) weeks before the anticipated date of childbirth, at which time the pregnant employee shall become eligible for sick leave benefits if she does not present a certificate attesting to her disability to work during said four-week period of time. This option is granted only to employees actively employed and not to those employees on maternity leave. If, as a result of

the pregnancy, a Teacher while actively employed becomes disabled prior to the four-week period of presumed disability, said Teacher may use any sick leave benefits to which she is entitled, providing that the Teacher's physician provides the Board with a certificate attesting to her inability to continue teaching. The Board reserves the right to verify the Teacher's inability to continue teaching.

B. MATERNITY LEAVE PROCEDURE

Maternity Leave without pay shall be granted by the Board of Education in accordance with the following procedure:

1. All initial applications for, and applications for extensions or reductions of, maternity leave shall be made in writing to the Superintendent.

2. Any Teacher intending to apply for maternity leave shall advise the Superintendent as soon as possible. The Teacher's request for maternity leave shall be in writing to the Superintendent at least ninety (90) days prior to the date she wishes her leave to commence. Such written request shall specify the date when the Teacher wishes her leave to commence and to terminate.

3. Following the granting of such leave, the Teacher may request a reduction of maternity leave. Such request shall be in writing to the Superintendent. The Board may grant such proposed reduction. The Board may require the Teacher to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.

4. The Board may require a teacher during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which a Teacher has been assigned.

5. In the event of any question as to the condition of the pregnant Teacher, a conference shall be arranged between the Board's physician and the attending physician.

6. Any Teacher may be granted maternity leave for the entire academic school year in which the maternity leave commenced. Any Teacher under tenure or who has received a tenure-year contract may be granted maternity leave for an additional academic school year.

7. A Teacher who is on maternity leave shall notify the Board in writing, on or before April 15th of the school year preceding the school year in which she is scheduled to return to active employment, of her intention to return to teaching in September. Failure to do so will be deemed a resignation from the District.

8. Any Teacher under tenure or who has received a tenure-year contract may be granted maternity leave for an additional academic school year. A Teacher on such maternity leave shall notify the Board in writing by April 15th of the school year preceding the school year in which she is

scheduled to return to active employment. Such notification, or failure to commence active employment when due to return, shall be deemed a resignation as a teaching staff member in the District.

9. A Teacher returning on the first day of the school year in September from maternity leave of absence shall be placed in her previously held position where administratively feasible. Where not administratively feasible, the returning Teacher shall be assigned to a position as nearly the same as her regular position prior to the commencement of leave.

10. If the employee's disability is caused by childbirth and such employee is receiving disability/sick leave benefits, the employee is presumed to be disabled for a recuperative period of four (4) weeks following childbirth, during which time such employee shall continue to receive sick leave pay to which she is entitled under sick leave policy. This applies only to those employees who have been actively employed prior to childbirth and not to those employees who have been out on maternity leave. If as a result of that pregnancy an employee continues to be disabled after this four-week period, said employee may use any sick leave benefits to which she is entitled, providing that the Teacher's physician provides the Board with a certificate attesting to her inability to resume teaching. The Board reserves the right to verify the Teacher's disability. If the employee whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification of fitness to the Board. The Board reserves the right to verify her medical certification. If the Board of Education's physician and Teacher's physician disagree as to the Teacher's fitness, then the two physicians shall agree in good faith on a third impartial physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of the Teacher's fitness to return to her duties prior to the expiration of the recuperative period.

11. The Board may require that a Teacher receiving maternity leave not accept full-time employment, or undertake any employment or full-time graduate study during all or part of the period of the maternity leave which would interfere with the purpose of such leave.

12. Any Teacher on maternity leave may place her name on the substitute list and shall receive the substitute's per diem rate for which she is qualified, provided that she produces a certificate from her physician showing that she is physically able to perform such duties.

13. Time spent on maternity leave of absence shall not count towards salary guide placement experience, seniority, sick leave accumulation, etc.

14. A Teacher on maternity leave who has completed service for the first 135 days of the school year before taking such leave shall be given credit as though she finished the school year and shall be placed on the next higher step of the salary guide upon her return to service immediately after completion of the maternity leave.

C. PATERNITY LEAVE

The Board shall grant any male Teacher an unpaid leave of absence to provide necessary care for his child to the same extent and by the same procedure provided for maternity leave above.

D. ADOPTION LEAVE

Any Teacher, male or female, may apply for and shall be granted a leave in the case of adoption by such Teacher of a minor child under the same terms as the maternity or child care leave above.

E. Where both parents are employees of the Board, only one parent shall receive maternity, paternity, or adoption leave.

ARTICLE VIII

RETIREMENT/DEATH BENEFIT

Any Teacher who has completed ten (10) or more years of service in the Branchburg Township School District effective July 1, 1982, shall receive a retirement benefit based on \$30 per day for each day of accumulated sick leave, to a maximum of \$4,000 per individual effective July 1, 1987.

In the event a Teacher otherwise eligible for this benefit dies while actively employed by the District, this benefit shall be paid into the estate of the individual.

ARTICLE IX

REIMBURSEMENT PLAN TO COVER

COST OF GRADUATE INSERVICE

COURSES FOR PROFESSIONAL STAFF

1. That the Teacher possess or be eligible for a New Jersey regular certificate.
2. That the Principal and Superintendent approve the course in advance.
3. That the course be related to the Teacher's present or future assignment.
4. That the cost be reimbursable at the actual rate charged by New Jersey State colleges.
5. That the Teacher must satisfactorily pass the course.

6. That the official college transcript accompany request for reimbursement.
7. That reimbursement requests be paid by September 30 and February 28 and June 30 of each year.
8. That the Teacher shall be under contact at the time of reimbursement.
9. That the Superintendent may permit reimbursement for undergraduate courses, provided the Teacher can demonstrate the applicability of such courses to present assignment. Courses approved at this level will not be credited on the salary guide.

ARTICLE X

AGREEMENT COVERAGE

- A. The making of this Agreement shall not limit future negotiations and agreements between the parties to only those subject matters herein included and agreed upon, but such future negotiations and agreements subsequent to the expiration of this Agreement may include any such other subject matters as may hereafter be determined, either by statute or other legally effective regulations, judicial interpretations, or agreement between the parties, to be matters properly falling within the definition of the phrase "terms and conditions of employment" as used in the statute herein above referred to and, therefore, properly subject to such future negotiations and agreement between the parties.
- B. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. 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.

ARTICLE XI

MISCELLANEOUS PROVISIONS

A. CLASS SIZE

The parties recognize the desirability from both an educational viewpoint and from the viewpoint of providing a good working environment for teachers, of limiting students participating in a class and of equalizing as much as possible the number of students assigned to the various classes conducted within a grade level or subject area. To that end, it is the policy of the board to limit class sizes and to equalize the class sizes to an extent consistent with sound educational principles and the fiscal and physical facilities of the District.

B. DUTY-FREE LUNCH

All employees assigned lunch duty shall be entitled to at least a ~~thirty~~ (30) minute duty-free lunch period.

C. EXTENDING SICK LEAVE BENEFITS BEYOND ACCUMULATED SICK LEAVE ALLOWANCE

(For Teachers, reimburse the difference between substitute cost and teacher cost within any given school year.)

To that end, it shall also be the policy of the Board to review the individual requests from Federation members, and upon due consideration of the merits of each case, to extend said benefits if, in the judgment of the Board of Education, there is just cause.

D. INSTRUCTIONAL COUNCIL

An Instructional Council has been established consisting of three (3) members appointed by the Board and three (3) members appointed by the Federation. The operation of the Instructional Council shall be governed by details outlined in "Branchburg Township Schools Instructional Council", dated May 22, 1972, amended November 23, 1981, and June 24, 1985, and approved by both parties. The recommendations of the Instructional Council shall be advisory only.

E. EXTENDED LEAVES OF ABSENCE

In the case of teaching fellowships, internships, or similar leaves of absence granted by the Board, a Teacher shall be considered to be actively employed by the Board during the full term of the leave, and upon return to employment by the Board, he shall be placed on the salary schedule at the level he would have achieved if he had not taken leave of absence. Employment credit for persons on military leave shall be in accordance with requirements of law.

F. SCHOOL STUDENT CALENDAR

1. The Board agrees that the Superintendent of Schools will transmit the annual proposed school student calendar to the Federation and shall meet with appropriate officials of the Federation to discuss and consider revision of the calendar with reference to legal holidays as provided in Title 36:1-1 of the Revised New Jersey Statutes, before transmission to the Board.

2. Acceptance of such Calendar by the Federation is not mandatory before the calendar is transmitted or adopted.

G. RIGHTS OF THE BOARD

Except as expressly limited by this Agreement, the Federation recognizes that the Board retains sole responsibility and authority in the

management and direction of all operations and activities in the Branchburg Township School District, and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof, subject to any obligation imposed by NJSA 34:13A-5.3 to negotiate adoption of new rules or changes in existing rules affecting working conditions before implementation thereof.

H. RESTORATION OF BENEFITS

All benefits to which a Teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, if any, shall be restored upon his return.

ARTICLE XII

TEACHER RESPONSIBILITIES

A. Teachers shall perform assigned duties forthrightly and to the best of their abilities. Teachers shall remain under the direct supervision of superiors as deemed appropriate by the Superintendent and the Board of Education, notwithstanding pending grievances, New Jersey Commissioner of Education decisions and court cases. Teachers shall perform their professional charges in accordance with the laws of the United States and New Jersey and rules and regulations of the New Jersey Commissioner of Education and the New Jersey State Board of Education.

ARTICLE XIII

NONDISCRIMINATION CLAUSE

A. The parties agree to follow a policy of nondiscrimination against any employee on the basis of race, color, creed, religion, age, national origin, sex, marital status or membership in, or lack of membership in, any employee organization.

B. The Board agrees that employee application forms and oral interview procedures shall omit any reference to the employee's membership in a teacher-employee organization.

ARTICLE XIV

FEDERATION RIGHTS

A. USE OF SCHOOL FACILITIES

1. The Federation shall have the exclusive use of a standard size bulletin board in each faculty lounge.

2. The Federation shall have the right to place materials, such as literature or flyers, in teachers' or professional employees' mailboxes and shall have the use of intraschool mail system for the distribution of such material. A copy of all such material shall be submitted to the building Principal at the time of distribution.

3. The Federation shall have the right to call meetings after school in each building while such building is open, without cost to the Federation, provided such meetings do not conflict with other meetings previously scheduled and do not interfere with the operation of the school or school program. Reasonable advance notice will be given to the Principal to enable him to schedule the location of the meeting. Nothing herein is intended to prevent use of vacant rooms by Federation committees for meetings before the school day begins or during the school day, provided such use does not interfere with the operation of the school or school program.

4. The Federation shall have the right to use mimeographing machines and other duplicating equipment as may be in each school, upon reasonable advance notice to and approval by the building Principal or his designee, which approval shall not be withheld unless such equipment as is desired is in use, or about to be used for other authorized purposes. Such Federation use shall not interfere with normal school operations. The Principal may elect to have a clerical personnel run off such number of copies as the Federation requests, in lieu of allowing the Federation to use the equipment. A typewriter shall be available for Federation use in a faculty lounge in each school. The Federation agrees to use reasonable care in the use of such equipment. The Federation shall pay for the reasonable cost of all materials and supplies incidental to such use. The provisions for use of equipment in this Paragraph do not extend to use of equipment in the Board offices.

5. Upon request of the Federation, the Building Administrator or his designee will announce the time and place of Federation meetings over the building's public address system at the usual time designated for making general announcements.

6. All Federation officers, building representatives, committee chairpersons or their designees acting in any such capacity, shall be permitted to have access to all school buildings at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and provided that such representatives check in at the building Principal's office when entering the building.

B. RELEASED TIME FOR FEDERATION PRESIDENT

1. The President of the Federation shall be granted up to three (3) days released time with pay per month for a total of no more than ten (10) days per school year, with prior notice to the building Principal, to conduct Federation business.

2. The President of the Federation shall not be given lunchroom duty and the resulting released time shall be used for conduct of Federation business.

3. The Federation President shall have free access to all buildings during the normal school hours insofar as same does not interfere with normal school operations. The school office shall be notified of each visit upon arrival.

C. PAYROLL DEDUCTIONS

1. The Board agrees to deduct from the salary of each employee from whom it holds a valid authorization to do so, one-tenth of the required amount of fees for the payment of Federation dues each month. Such fees, accompanied by a list of employees for whom such deductions are made, shall be forwarded to the Federation Treasurer for the local within five (5) days after the end of each month.

2. Dues deductions for Agency Shop shall be assessed against all nonmembers of the Federation to the maximum percentage permitted by law, effective with the 1983-84 contract.

D. GENERAL PROVISIONS

1. Upon request, the Federation Building Representative or other Federation officers shall be allotted time at the end of the faculty meetings for discussion of federation business.

2. The Board agrees to make available to the Federation, upon request, any nonconfidential information in its possession which is a matter of public record and which is pertinent to negotiations, which shall include but not be limited to a duplicate copy of the annual audit and the budget which are submitted to the State Department of Education.

3. The Board Secretary shall forward to the President of the Federation three (3) copies of the official minutes of each meeting of the Board at the same time as the official minutes are forwarded to members of the Board. When members of the Board are notified of regular or special meetings of the Board, the President of the Federation shall be notified.

4. The Board shall provide the opportunity for teachers and administrators to plan inservice workshops jointly and to recommend such workshops to the Board for consideration and, if approved by the Board, the cost of the workshop shall be borne by the Board.

5. Each building Principal will meet periodically at reasonable times with representatives of the Federation for the purpose of discussing building working conditions. These meetings are not to be considered as negotiations, and any decisions made as a result of such meeting shall be governed by this Agreement.

ARTICLE XV

TEACHER RIGHTS

A. Whenever any Teacher is required to appear before the Board or any committee 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 Federation present to advise him and represent him during such meeting or interview.

B. Teachers shall sign in and sign out only on the appropriate register, and no other form shall be required to be completed.

C. The Board agrees that during their duty-free lunch periods or preparation periods, Teachers shall be permitted to leave their buildings after notifying the school office.

D. Every attempt will be made to keep classroom interruptions through announcements to a minimum.

E. The Teacher shall have the initial responsibility for determining grades in accordance with the grading policies of the Board. No grade shall be changed by an Administrator without prior consultation with the Teacher.

F. The Board agrees that the Teacher will be consulted by the Administration when the promotion of a student is considered and such promotion will be in conflict with the Teacher's recommendation for retention.

G. Teachers will not be held liable to reimburse the Board in the event that monies Teachers are required to collect are lost or stolen, provided that the Teachers comply with proper procedures.

H. The Board agrees to provide in small booklet form a printed copy of the negotiated collective bargaining agreement to each employee, plus fifteen (15) extra copies for Federation purposes. The cost is to be borne by the Board.

I. The Board shall provide an explanation of any insurance coverage for damage to Teachers' personal property while on school premises, which the Board carries at its option.

J. (1) Regularly scheduled Parent-Teacher conferences will be conducted during the one-night conference date, or on single session days set aside for this expressed purpose.

(2) Teachers may be excused from any Parent conference for cause with the approval of the Principal, provided the Teacher reschedules the conference with the Parent.

(3) The Teacher may leave school upon completion of the regularly scheduled Parent-Teacher conferences conducted during either the evening or the daytime conference date.

K. A full day of conferences will be scheduled in each building. All members of the professional staff will be expected to participate in the parent conferences or in assigned duties.

(1) Except in emergencies, every effort will be made to give one (1) week's prior notice of all building faculty meetings.

(2) Teachers may be excused from any faculty meeting, for cause, with the approval of the Principal.

M. The rate of reimbursement for Teachers presently entitled to receive travel reimbursement shall be set in accordance with Board policy.

N. Teachers shall receive their tentative teaching assignments for the next school year by the end of the current school year.

ARTICLE XVI

EVALUATION PROCEDURE AND PERSONNEL FILES

A. Any Administrator observing the work performance of a Teacher for the purpose of the evaluation report shall do so openly and with the knowledge of the Teacher.

B. Evaluations shall be signed by the Teacher to signify that he has been given the opportunity to read the observation evaluation. Such signature shall not be construed to indicate agreement with or acceptance of the evaluation.

C. If a Teacher is dissatisfied with an evaluation, he may make a written statement or response and have it permanently attached to the evaluation and made part of the file.

D. No material derogatory to a Teacher's conduct, service, character or personality shall be placed in such Teacher's 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 a signature in no way indicates agreement with the contents thereof. The Teacher shall have the right to submit a written answer to such material.

E. Any complaints regarding a Teacher made to any member of the Administration by any parent, student, or other person, which are used in any manner in evaluating a Teacher, shall be promptly investigated and called to the attention of the Teacher. The Teacher shall be given an opportunity to respond to and/or rebut any such complaints.

F. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents in personnel files.

G. The Board shall provide to each Teacher copies of the records and reports pertaining to evaluations contained in the Teacher's personnel file, upon request.

H. A Teacher shall have the right upon request to the Superintendent to review the contents of his personnel file at reasonable times during the normal work hours of the Superintendent's office.

I. A Teacher's response to any matter filed shall be attached to such filed matter.

J. All Teachers shall be given advance notice of each formal observation by an Administrator.

ARTICLE XVII

WORKDAY AND WORKLOAD

A. Regularly scheduled inschool workday for Teachers shall not exceed seven (7) hours. A Teacher shall be permitted to leave the building when all assigned duties have been completed. However, one (1) day per week shall be designated for administrative staff meetings, and all Teachers shall be required to attend and remain until the meeting is concluded by the responsible Administrator. The Weekly staff meeting shall be scheduled for a maximum of one (1) hour.

B. Teachers shall have guaranteed preparation time per five (5) day week as follows:

Central School:

Five (5) periods if the regularly scheduled workday is seven (7) periods, plus lunch; and six (6) periods if the regularly scheduled school day is eight (8) periods, plus lunch.

Elementary School:

200 minutes.

C. The Board agrees that in the event a Teacher is assigned to cover or teach a class other than those regularly assigned to him, except in case of

emergency, and such assignment results in the Teacher having less than the weekly preparation time guaranteed in Paragraph "B" above, the Teacher shall be compensated for such lost guaranteed preparation time at the rate of \$13.59 per hour.

ARTICLE XVIII

TEACHER WORKYEAR

- A.** The Teaching Staff Calendar will be forwarded to the staff by June of each year.
- B.** The Teaching Staff workyear shall consist of:
 - (1)** One hundred eighty-one (181) Instructional Days,
 - (2)** One (1) Teacher Planning Day prior to the start of school,
 - (3)** One (1) day for Parent/Teacher conferences.

ARTICLE XIX

FAIR EMPLOYMENT PRACTICES

- A.** Any tenured employee's suspension by the Board or dismissal for cause shall be controlled by NJSA 18A:6-10 et seq.
- B.** Any nontenured Teacher whose contract is not renewed by the Board will be given written reasons upon request. The Teacher shall have the right to have an informal appearance before the Board pursuant to Department of Education rules and regulations and may be represented at such appearance by Federation official and/or legal representative.
- C.** The Board shall notify a Teacher that his contract has not been renewed by April 30. Failure to notify timely is considered an offer to renew the Contract of a nontenured Teacher, in usual form, which offer must be accepted in writing on or before June 1.

ARTICLE XX

TEACHER FACILITIES

- A.** The Board agrees to provide air conditioning in each employees' lounge.
- B.** The Board agrees not to reduce the existing number of faculty lounges in each school.

ARTICLE XXI

SUMMER SCHOOL

- A.** Summer School openings shall be publicized as soon as practicable after such openings become known. All summer positions are dependent upon student enrollment.
- B.** In filling Summer School positions, a Teacher's area of certification, major and/or minor field of study, experience and length of service in the Branchburg Township School District shall be considered.

ARTICLE XXII

TRANSFERS AND ASSIGNMENTS

- A.** Teachers who desire a building transfer or a change in grade or subject assignment may file a written statement of such desire with the Superintendent, which statement shall include the building, grade or subject to which the Teacher desires to be transferred or assigned in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than May 1, and responses shall be made by June 1, if practicable. Reasonable effort shall be made to honor the request of a Teacher so long as a valid reason is given for the transfer and the change requested does not conflict with the instructional requirements of the school system.
- B.** No transfers shall be made in an arbitrary and capricious manner; disputes over transfers shall be subject to the grievance procedure, but the transfer shall be reviewable only as to whether the transfer was made or denied arbitrarily and capriciously.
- C.** The Board agrees that a Teacher may discuss with or appeal his assignment to his Principal.

ARTICLE XXIII

PROMOTIONS AND VACANCIES

- A.** Known vacancies in positions in the unit and in supervisory positions shall be posted in each school building at least ten (10) school days prior to filling such vacancies permanently. In the event a vacancy occurs during the summer recess, notice of such vacancy shall be mailed to the Federation President at least fifteen (15) calendar days prior to filling such vacancy permanently.
- B.** The notice posted with respect to supervisory position vacancies shall include the title of the positions, the procedure for application, and a brief description of the necessary qualifications.

ARTICLE XXIV

CONFORMITY TO LAW

A. Should any provision hereto be held or determined by any court or agency having jurisdiction to be invalid or unenforceable, then same shall not invalidate the other provisions hereof that are severable from such provisions.

ARTICLE XXV

NEGOTIATIONS AND SUCCESSOR

AGREEMENT

A. The parties agree to commence negotiations in accordance with the requirements of NJSA 34:13A-5 et seq.

ARTICLE XXVI

MODIFICATION AND DURATION

A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and acceptable to both parties.

B. This Agreement shall have application to the period commencing July, 1, 1987, and ending June 30, 1990.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed by their respective Presidents and authorized Representatives, all on the day and year first above written.

BRANCBURG FEDERATION OF TEACHERS, LOCAL 3667, AFT

By: _____ L.S.
President

Secretary L.S.

BRANCBURG TOWNSHIP BOARD OF EDUCATION

By: _____ L.S.
President

Secretary L.S.

SCHEDULE "A-1"**1987-88 SALARY SCHEDULE**

STEP	BA	150	182	212
1	\$20,000	\$20,400	\$20,800	\$21,200
2	20,100	20,900	21,600	21,800
3	20,200	21,400	23,100	23,600
4	20,850	21,900	23,450	23,900
5	21,600	22,650	23,775	24,400
6	22,350	23,450	24,400	25,200
7	23,710	24,800	25,200	26,900
8	24,500	25,600	26,400	27,700
9	25,320	26,400	27,500	28,500
10	30,200	31,065	31,935	32,500
11	33,500	34,550	35,625	36,650
12	38,000	39,050	40,125	41,150

SCHEDULE "A-2"**1988-89 SALARY SCHEDULE**

STEP	BA	150	182	212
1	\$21,000	\$21,400	\$21,800	\$22,200
2	21,500	21,900	22,300	23,300
3	22,100	22,600	23,200	24,200
4	22,200	23,400	24,750	25,750
5	23,550	24,500	25,400	26,400
6	24,200	25,250	26,375	27,375
7	24,950	26,050	27,000	28,000
8	26,410	27,400	28,100	29,500
9	27,100	28,200	29,200	30,200
10	30,250	31,115	32,300	33,200
11	36,300	37,350	38,425	39,450
12	40,250	41,300	42,375	43,400

SCHEDULE "A-3"**1989-90 SALARY SCHEDULE**

STEP	BA	150	182	212
1	\$21,500	\$22,000	\$23,600	\$24,200
2	22,500	23,000	24,600	25,600
3	23,500	23,800	25,700	26,700
4	24,535	24,600	26,200	27,200
5	24,635	25,835	27,185	28,200
6	25,400	26,935	27,985	29,000
7	26,500	27,550	28,675	30,000
8	27,650	28,700	29,700	31,500
9	30,600	31,650	32,600	33,750
10	33,600	34,650	35,700	36,700
11	36,650	37,700	38,800	39,800
12	39,950	41,000	42,075	43,100
13	43,200	44,250	45,325	46,350

SCHEDULE "B"**NONATHLETIC EXTRACURRICULAR COMPENSATION**

	1987-88	1988-89	1989-90
Yearbook Advisor	\$ 856	\$ 933	\$1,017
School Newspaper Advisor	856	933	1,017
Student Council Advisor	856	933	1,017
Drama Coach	856	933	1,017
Olympics of the Mind Coach	856	933	1,017
Vocal Music Instructor (Middle School)	1,004	1,094	1,192
Vocal Music Instructor (Intermediate School)	644	702	765
Instrumental Music Instructor	644	702	765

SCHEDULE "C"**ATHLETIC EXTRACURRICULAR COMPENSATION**

	1987-88	1988-89	1989-90
Athletic Director	\$2,555	\$2,785	\$3,036
Assistant Athletic Director	1,700	1,853	2,020
Boys' Basketball Coach	1,485	1,619	1,765
Assistant Boys' Basketball Coach	856	933	1,017
Girls' Basketball Coach	1,485	1,619	1,765
Assistant Girls' Basketball Coach	856	933	1,017
Softball Coach	856	933	1,017
Cheerleaders' Coach	856	933	1,017
Flag Football (8)	428	467	509
Intramural Basketball (8)	428	467	509
Gymnastics	380	414	451
Track (6)	380	414	451
Weight Conditioning	380	414	451
Timekeeper	380	414	451
Announcer	380	414	451
Crowd Control (2)	380	414	451
Open Positions (4)	380	414	451

