

4-0276
20-02

CLARK PUBLIC SCHOOLS
Clark, New Jersey

IT DOES
NOT CIRCULATE

AGREEMENT

The Clark Board of Education and the CEA

ERRATA

page 6 - line 26

26 16. In the event a grievance should be filed by any employee who
27 is not subject to the jurisdiction of any principal he shall discuss his
28 grievance initially with his immediate superior and if still dissatisfied with
29 the determination, may appeal to the Superintendent and if still dissatis-
30 fied the Board in accordance with the provisions herein set forth.

page 7 - line 32 Personal Leave

33
34 All full-time professional staff of the Board of Education shall, upon
35 application to the principal in writing, and with the approval of the Super-
36 intendent, receive personal days at full pay for religious, business, or
37 family reasons.

page 7 - line 46

46 All full-time clerical, and maintenance and custodial employees of
47 the Board may, upon application to the principal in writing, and by
48 approval of the Business Administrator, and Superintendent, receive up
49 to three (3) full days per year at full pay for religious, personal business,
50 or family reasons. Application for such leave should be submitted as far
51 in advance as possible.

page 11 - line 17

17 Arrangement for the schedule of actual days of vacation shall be made
18 with the principal, the Superintendent and Business Administrator. Days
19 of vacation must be used in the fiscal year, July 1 through June 30.

AGREEMENT

The Clark Board of Education
of the Township of Clark
Union County, New Jersey

and

The Clark Education Association

June 1969 -70

CONTENTS

Preamble

Agreement

Articles:

- I. Recognition
- II. Negotiation Procedure
- III. Grievance Procedure
- IV. Leaves
- V. Insurance
- VI. Advance Study
- VII. Salaries
- VIII. Legal Responsibilities
- IX. Holidays and Vacations
- X. Overtime
- XI. Uniforms
- XII. Present Policies
- XIII. Termination and Extension of Agreement

PREAMBLE

page 1

1 WHEREAS it is the intent and purpose of the parties hereto
2 to promote and improve the educational system and relations be-
3 tween the Board and its employees and to establish a basic con-
4 tract relative to terms and conditions of employment in accord-
5 ance with Chapter 303 New Jersey Statutes 1968.
6

7 Schools exist to provide a learning center for the children
8 of the community. The combined efforts of Board of Education
9 members, administrators, supervisors, teachers, and parents
10 should further this concept.
11

12 Negotiations establish an employer-employee situation. The
13 Board plans, organizes, directs, coordinates, and assumes re-
14 sponsibility. It is concerned with efficiency, authority, cost,
15 and evaluation in order to insure that the objectives of the or-
16 ganization are met.
17

18 A wide variety of teacher study, research, recommendation,
19 pilot trial, and other forms of employee participation are en-
20 couraged and provided. These are undertaken in the spirit of
21 research and development to further our mutual aim.
22

AGREEMENT

23 This Agreement made this day of , 1969
24 by and between the Board of Education of the Township of Clark,
25 County of Union, New Jersey, a municipal corporation, herein-
26 after referred to as the "Board", and the Clark Education Asso-
27 ciation, hereinafter referred to as the "Association".
28
29

WITNESSETH

30
31
32 In consideration of the following mutual covenants, it is
33 hereby agreed as follows:
34

ARTICLE I

RECOGNITION

35
36
37
38
39 1. The Board hereby recognizes the Association as the
40 sole and exclusive bargaining representative on behalf of all the
41 employees in the collective bargaining unit.
42

43
44 2. The term "employees" shall embrace members of the
45 following employee groups: professional staff - (teachers, Child
46 Study Team, and nurses); clerical staff (secretaries, clerks,
47 accounting clerks); maintenance and custodial (maintenance men,
48 maintenance man/groundskeeper, custodians, bus driver). All
49 other employees, executive secretaries of superintendent and

1 secretary of the Board Business Administrator, principals,
2 helping teacher, curriculum coordinator, Director of Opera-
3 tions, and Director of Maintenance are specifically excluded.
4

5 3. Unless otherwise indicated, the term "employees",
6 when used hereinafter in this Agreement, shall refer to all
7 employees represented by the Association in the negotiating
8 unit as above defined.
9

10

11

ARTICLE II

12

13

NEGOTIATION PROCEDURE

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 State of New Jersey, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not earlier than September 15, and no later than October 1 of the calendar year preceding the calendar year in which this agreement expires.

2. Negotiations will begin by a committee of the Association and a committee of the Board; by the Association for such employees as the Association is the proven, legal bargaining representative and the same is recognized by the Board as provided in Chapter 303, Public Laws 1968 State of New Jersey. These two committees will be relatively equal in number and maintain stability in personnel assigned. To this number will be added the Superintendent of Schools and a Principal representative. A representative of other employee groups, as they become involved in the negotiations, shall also be present.

3. During negotiations, the representatives of the Board and the Association shall present relevant, non-confidential data, exchange points of view and have the power to make proposals and counter-proposals in the course of negotiations.

4. If any part of this Agreement is held invalid by an agency of proper legal jurisdiction, the remaining portions of this Agreement will remain in effect for the remainder of the term of this Agreement.

5. At the end of each negotiating session, a summary of points shall be written for future use by both parties. In addition, a brief agenda for the subsequent meeting will be noted.

1 6. This Agreement shall not be modified in whole or in
2 part by the parties except by an instrument in writing duly ex-
3 ecuted by both parties.
4

5
6 ARTICLE III

7
8 GRIEVANCE PROCEDURE

9
10 DEFINITIONS

11
12 The term "grievance" means a complaint by any employee
13 that, as to him, there has been an inequitable, improper, or
14 unjust application, interpretation, or violation of a policy, agree-
15 ment, or administrative decision affecting said employee.
16

17 The term "grievance" and the procedure relative thereto,
18 shall not be deemed applicable in the following instances:
19

20 (a) The failure or refusal of the Board to renew a con-
21 tract of a non-tenure employee; or a non-tenure appointment
22 of a tenured employee which arises by reason of his not being
23 re-employed or re-appointed to the non-tenure position.
24

25 (b) In matters where a method of review is prescribed
26 by law, any rule, or regulation, or by decision of the State
27 Commissioner of Education or the State Board of Education
28 having the force and effect of law.
29

30 (c) In matters where the Board is without authority to
31 act;
32

33 (d) In matters prescribed by law involving the sole and
34 unlimited discretion of the Board;
35

36 (e) In matters prescribed by law where the discretion
37 of the Board may not be unlimited but where, after the ex-
38 ercise of such discretion, a further review of the Board's
39 action is available under provisions of State Law.
40

41 The term "employee" shall mean any regularly employed in-
42 dividual receiving compensation from the Board but shall not in-
43 clude the superintendent.
44

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

1 (c) The basis of his dissatisfaction with the determina-
2 tion.

3
4 7. A copy of the writing called for in Paragraph 6 above,
5 shall be furnished to the school principal.

6
7 8. Within ten (10) days from the receipt of the written
8 grievance (unless a different period is mutually agreed upon
9 in writing), the Superintendent shall hold a hearing at which
10 all parties in interest shall have the right to be heard.

11
12 9. Within ten (10) days of completion of said hearing (unless
13 a different period is mutually agreed upon in writing), the Super-
14 intendent shall, in writing, advise the employee and his repre-
15 sentative, if there be one, of his determination and shall forward
16 a copy of said determination to the school principal and to the
17 immediate superior of the aggrieved employee.

18
19 10. In the event of the failure of the Superintendent to act
20 in accordance with the provisions of Paragraphs 8 and 9, or,
21 in the event, a determination by him in accordance with the pro-
22 visions thereof, is deemed unsatisfactory by either party - the
23 dissatisfied party, within ten (10) days of the failure of the Super-
24 intendent to act or within ten (10) days of the determination by
25 him, may appeal to the Board of Education.

26
27 11. Where an appeal is taken to the Board, there shall be
28 submitted by the appellant in writing, set forth in Paragraphs
29 6 and 9, and a further statement in writing setting forth the
30 appellant's dissatisfaction with the Superintendent's action. A
31 copy of said statement shall be furnished to the Superintendent
32 and Principal.

33
34 12. If the appellant, in his appeal to the Board, does not
35 request a hearing, the Board may consider the appeal on the
36 written record submitted to it, or the Board may, on its own,
37 conduct a hearing, or it may request the submission of additional
38 written material. Where additional written materials are re-
39 quested by the Board, copies thereof, shall be served upon the
40 Superintendent and Principal, who shall have the right to reply
41 thereto.

42
43 13. Where the appellant requests, in writing, a hearing be-
44 fore the Board, a hearing shall be held. Within ten (10) working
45 days, action shall be initiated to set a mutually satisfactory hear-
46 ing date.

1 14. The Board shall make a determination within thirty (30)
2 days from the receipt of the grievance, if no hearing; if hearing,
3 then thirty (30) days after completion of hearing, and shall, in
4 writing, notify the employee, his representative if there be one,
5 the Principal, and the Superintendent of its determination. This
6 time period may be extended by mutual agreement of the parties.

7
8 15. In the event an employee is dissatisfied with the de-
9 termination of the Board he shall have the right to request ad-
10 visory arbitration pursuant to rules and regulations established
11 by the Public Employment Relations Commission under the pro-
12 visions of Chapter 303, Public Laws of 1968.

13
14 A request for advisory arbitration shall be made no later
15 than fifteen (15) days following the determination of the Board.
16 Failure to file within said time period shall constitute a bar to
17 such arbitration unless the aggrieved employee and the Board
18 shall mutually agree upon a longer time period within which to
19 assert such a demand.

20
21 In the event of advisory arbitration, the costs of the arbitra-
22 tor's services, expenses, stenographic and other costs attendant
23 thereto shall be equally shared by the parties and each of the
24 parties shall bear their own costs.

25
26 16. In the event a grievance should be filed by any employee
27 who is not subject to the jurisdiction of any principal or who may
28 be answerable to more than one principal, he shall discuss his
29 grievance initially with the Superintendent and if ^{still} dissatisfied with
30 the determination, may appeal to the Board in accordance with
31 the provisions herein set forth.

32 *his immediate superior and if dissatisfied may*
33 17. In any case, where a grievance is based upon the direct
34 order, ruling or determination of the Superintendent, the ag-
35 grievied employee may appeal directly to the Board within ten
36 (10) days of the issuance of said Order, ruling or directive, or
37 within ten (10) days of the time when same shall have been
38 brought to the employee's attention, by filing with the Secretary
39 of the Board, in writing setting forth:

- 40
41 (a) The order, ruling or determination complained of;
42
43 (b) The basis of the complaint;
44
45 (c) A request for a hearing if a hearing is desired.
46

47 A copy of the writings set forth above shall be served upon
48 the Superintendent who shall have the right to reply in writing
49 thereto. A copy of such reply shall be served upon the ag-
50 grievied employee.

1 ceive up to three (3) full days per year at full pay for religious,
2 personal business, or family reasons. Application for such leave
3 should be submitted as far in advance as possible.
4

5 Such days are intended to cover emergency conditions over
6 which employee has no control. These are not intended as
7 additional holidays.
8

9 Death in Immediate Family

10
11 All full-time employees of the Board of Education shall,
12 upon application in writing, and with approval of the Superinten-
13 dent, receive personal days at full pay for death in the immediate
14 family.
15

16 The number of days taken shall depend on the relationship of
17 the deceased to the member and the member's responsibilities
18 in making funeral arrangements. Generally such absence should
19 not extend beyond the day of the funeral.
20

21
22 ARTICLE V

23
24 Insurance

25
26 A. The Board of Education will provide full coverage of
27 all full-time employees for Blue Cross, Blue Shield, and Major
28 Medical as provided through the State Pension System.
29

30 B. In addition, 80% of premium for family coverage will
31 be provided for all employees who apply for such coverage.
32 Balance of premium to be paid for by employee.
33

34 C. Should an employee obtain permission from the Board
35 for a leave of absence for over one (1) month, then and in that
36 event, the Board shall cease payment of premiums which is its
37 obligation under this Article, and the employee shall make his
38 own arrangements with the insurance carrier if he desires
39 coverage.
40

41
42 ARTICLE VI

43
44 Advanced Study

45
46 All full-time teachers who have completed the second year
47 of teaching in Clark are eligible to apply for financial grants for
48 advanced study of up to \$240 per year, based on 80% for tuition.
49 In addition, costs for books and laboratory fees will be paid up
50 to \$25.00 based on 50% of such costs. A notification of intent

1 must be submitted by April 15 for the year beginning the follow-
2 ing July through June. In addition, teachers in their second
3 year of teaching in Clark shall be eligible to apply for one (1)
4 course in each of the Fall and Spring semesters for a grant of
5 up to \$120. Reimbursement for covered expenses will be made
6 upon notification from college of successful course completion.

7

8 Applications will be forwarded to the Superintendent of Schools
9 for review, after which recommendations will be presented to the
10 Board of Education for approval.

11

12

The purposes of this Agreement are:

13

14

1. To encourage applicants who aspire to an advanced
15 degree.

16

17

2. To encourage those preparing for positions in which
18 the Clark Public Schools are in need of personnel.

19

20

3. To encourage taking of courses which have the po-
21 tential to improve the instructional ability of the applicant.

22

23

The following guidelines will apply:

24

25

1. Application for a grant must be made by April 15
26 of the year preceding the fiscal year in which courses will
27 be pursued. At this time, the number of summer courses
28 and the semester hours of credits will be designated. Ap-
29 plication for first semester courses will be made by August
30 15. Application for second semester courses must be made
31 final by December 15 in the fiscal year. Applications must
32 be submitted on the form provided. As soon as specific
33 course designations can be determined the Superintendent
34 must be notified.

35

36

2. Applicant will state the purpose for desiring addi-
37 tional study.

38

39

3. Applicants may apply in consecutive years or other-
40 wise.

41

42

4. Tuition grants are not to be used by teachers who
43 are already receiving aid from other sources, unless such
44 aid shall be shown to be less than allowed by this Agreement
45 in which case a grant for the differential should be requested.

46

47

5. Teachers who plan to leave the Clark Schools through
48 retirement or resignation should not apply.

49

50

51

52

53

54

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

6. Teachers who leave the Clark Schools during the year of the grant, will be credited with not more than 50% of the amount of the grant if departure occurs during the first seven (7) months of the school year and will be credited in full for departure thereafter.

7. A report at the conclusion of the program should be made through the Principal to the Superintendent which summarizes the knowledge attained in the course in relationship to teaching and to the school system taken as a body.

8. Advanced Study grants are not given for undergraduate courses taken for teacher certification.

9. If a course taken is not satisfactorily completed, a consultation with the Superintendent and his recommendation is required before further grants are approved.

ARTICLE VII

Salaries

Salary classifications for the duration of this contract are set forth in Schedule "A", annexed hereto and made a part hereof.

ARTICLE VIII

Legal Responsibilities

Association acknowledges that the employees of the Board which it represents are not entitled to strike or to disable the Board in the discharge of its statutory duty and Association agrees that such action would constitute a material breach of this Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have, in law or in equity, for injunction or damages or both in the event of such breach.

ARTICLE IX

Holidays and Vacations

The holidays recognized by the Board of Education for non-professional employees shall be:

- 1 Labor Day
- 2 *Columbus Day
- 3 *General Election Day
- 4 Veterans Day
- 5 Thanksgiving Day
- 6 Christmas Day
- 7
- 8 New Year's Day
- 9 *Lincoln's Birthday
- 10 *Washington's Birthday
- 11 Good Friday
- 12 *Memorial Day
- 13 Independence Day

*Observed when school is not in session.

The following vacation table shall be used beginning with year starting July 1, 1969:

1 to 9 years employment	10 working days
10 to 19 years employment	15 working days
20 or more years employment	20 working days

Arrangement for ^{the Principal and} the schedule of actual days of vacation shall be made with the Superintendent and Business Administrator. Days of vacation must be used in the fiscal year, July 1 through June 30.

For employees with less than one (1) year service on July 1, a vacation period based on an accrual of 5/6 of a day for each completed month of employment will be allowed.

Members of the clerical staff employed prior to July 1, 1969 shall be entitled to four (4) weeks vacation.

ARTICLE X

Overtime

A. Members of the Maintenance and Custodial group who work on any observed holiday will be paid at their normal hourly rate in addition to the holiday pay.

B. Time and a half (1½) shall be paid to any custodian whose work exceeds forty (40) hours in any given week.

C. All Sunday work will be paid at double the normal rate of pay for all hours worked. The exception will be in instances of Community use of buildings which work will be paid at time and a half (1½) for all hours worked.

ARTICLE XI

Uniforms

A. The Board of Education shall supply three (3) uniforms per year.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

B. The Board of Education shall keep each member of the maintenance and custodial group supplied with one (1) pair of safety shoes.

ARTICLE XII

Existing Policies

The Board and the Association agree in accordance with Chapter 303 Public Laws 1968, State of New Jersey that except as this Agreement shall otherwise provide, those policies, their amendments and supplements adopted and applicable as of the effective date of this Agreement, which pertain to terms and conditions of employment shall continue to be so applicable during the term of this Agreement.

ARTICLE XIII

Termination and Extension of Agreement

1. The term of this Agreement shall be from July 1, 1969 through June 30, 1970.
2. This Agreement shall continue in force beyond the expiration date if agreed upon in writing by both parties.

SCHEDULE "A"

Salary Schedule - Teachers

<u>Step</u>	<u>BA</u>	<u>Inc.</u>	<u>MA</u>	<u>Inc.</u>	<u>MA +30</u>	<u>Inc.</u>	<u>EdS</u>	<u>Inc.</u>	<u>Doctor</u>	<u>Inc.</u>	<u>Yrs. of Exp.</u>
0	7100		7800		8300		8500		9200		1
1	7400	300	8100		8600		8800		9500		2
2	7700	300	8400		8900		9100		9800		3
3	8200	500	8900	500	9400		9600		10300		4
4	8600	400	9300	400	9800	400	10000		10700		5
5	9000	400	9725	425	10225	425	10450	450	11200	500	6
6	9400	400	10150	425	10650	425	10900	450	11700	500	7
7	9800	400	10575	425	11075	425	11350	450	12200	500	8
8	10200	400	11000	425	11500	425	11800	450	12700	500	9
9	10600	400	11425	425	11925	425	12250	450	13200	500	10
10	11000	400	11850	425	12350	425	12750	500	13700	500	11
11	11500	500	12375	525	12875	525	13275	525	14225	525	12
12	12000	500	12900	525	13400	525	13800	525	14750	525	13
13	12500	500	13450	550	13950	550	14350	550	15300	550	14
14			14000	550	14500	550	14900	550	15850	550	15
15							15500	600	16400	550	16
16									17000	600	17

Continued

Schedule "A" Salaries - Teachers (Cont.)

page 14

1 Anything to the contrary notwithstanding; provisions pertaining to
2 the Master's degree and half step as herein set forth are independent
3 provisions pertaining to Master's degree only.

4
5 The following category of teachers now in an active Master's degree
6 program who are presently on the half step in the program will be paid
7 at the rate hereinafter provided as long as they continue courses to ob-
8 tain the Master's degree:

9
10 (1) Teachers who are on the 9th step or beyond on the guide.

11
12 (2) All others presently in the program must obtain the Master's
13 degree at the end of the 12th step of the guide.

14
15 In the event of (1) above teacher becomes ineligible for the benefit
16 and payments for the half step and will immediately be discontinued in
17 either of the following: should the teacher withdraw from the Master's
18 program, or should the college drop such teacher from the Master's
19 program.

20
21 In the event of (2) above teacher becomes ineligible for the benefit
22 and payments for the half step and will immediately be discontinued in
23 any of the following: should the teacher not complete courses and obtain
24 the Master's degree at the end of the 12th step of the guide, or the
25 teacher withdraw from the Master's program, or should the college drop
26 such teacher from the Master's program.

27
28 (3) Teachers may become eligible for entrance into this Master's
29 program by applying for admission thereto prior to and no later than
30 September 1, 1969, and their acceptance in the program is subject to all
31 conditions set forth (2) above.

32
33 Use of "step of the guide" herein referred to is done solely for the
34 purpose of mutual understanding between the parties of the time element
35 as referred to in this Master's program.

36
37 No additional teachers will be placed on the half step after September
38 1, 1969.

39
40 The half step to the Master's degree will be paid at the rate of half
41 the difference between the BA and MA schedules at each step.

42
43 Upon receiving the Master's degree, teacher will move up to Master's
44 salary guide.

SCHEDULE "A" - (continued)

Salaries - Nurses

	<u>Minimum</u>	<u>Increments</u>	<u>Maximum</u>
Less than a BA	\$5100	10 @ \$250	\$7600
BA	\$5400	10 @ \$250, 1 @ \$300	\$8200

Salaries - Secretaries

Accounting Clerk	\$5100	6 @ \$250	\$6600
School Secretary	\$5000	6 @ \$250	\$6500
Clerk-Stenographer	\$4400	6 @ \$250 200	\$5600

Salaries - Custodians

Minimum \$5400 6 steps @ \$200 Maximum \$6600

plus \$300 in each year appointed as "Head Custodian";
 plus \$100 for fireman's black seal license;
 plus \$100 for bus driver's license.

Matron \$5350

Salaries - Maintenance

Minimum \$7000 6 steps @ \$300 Maximum \$8800

Salaries - Bus Driver

Minimum \$5900 6 steps @ \$200 Maximum \$7100
 plus \$100 for fireman's license. (\$500 above custodian's guide)

- - - - -

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be hereunto affixed, all on the day and year first above written.

(SEAL)

THE CLARK BOARD OF EDUCATION
 of the Township of Clark
 Union County, New Jersey

ATTEST:

By _____
 President

 Secretary

(SEAL)

THE CLARK EDUCATION ASSOCIATION

ATTEST:

By _____
 President

 Secretary