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SHREWSBURY BOROUGH SCHOOL

SHREWSBURY, NEW JERSEY

CONTRACT

July 1, 1975 - June 30, 1977

BOARD OF EDUCATION

BOROUGH OF SHREWSBURY

and

SHREWSBURY BOROUGH

TEACHERS ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

OCT 7 1976

RUTGERS UNIVERSITY

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PREAMBLE

This Agreement entered into this sixth day of April 19 75, by and between the Board of Education of the Borough of Shrewsbury, New Jersey, hereinafter called the "Board", and Shrewsbury Borough Teachers' Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

BE IT RESOLVED, by the Shrewsbury Borough Board of Education pursuant to Chapter 303, as Amended, of the Public Laws of 1968, that the Board herewith recognizes the Shrewsbury Borough Teachers' Association as the majority representative for collective negotiations concerning the terms and conditions of employment for all full-time professional and certified teachers with the exception of personnel whose duties include administration or supervision.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a complaint by a teacher that there has been a personal loss, injury, or inconvenience because of misinterpretation or misapplication of contract regarding an employee's terms and conditions of employment.

A grievance to be considered under this procedure must be initiated within thirty (30) calendar days from the time when the teacher knew or should have known of its occurrence.

B. Procedure

1. Any teacher who has a grievance shall discuss it first with the immediate supervisor involved in an attempt to resolve the matter informally.

2. If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall set forth his grievance in writing to the immediate supervisor, specifying the following:

- a. The nature of the grievance and the injury, loss or inequity suffered,
- b. The results of previous discussion,
- c. His dissatisfaction with decisions previously rendered.

3. Upon receipt of the grievance, the immediate supervisor will send a copy of the grievance to the office of the Superintendent. The immediate supervisor will communicate his decision to the teacher and the Superintendent of Schools, in writing, within five school days of receipt of the written grievance.

4. The employee may appeal the immediate supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made, in writing, reciting the matter submitted with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days. The Superintendent shall communicate his decision, in writing, within five (5) school days to the employee and the immediate supervisor.

5. If the grievance is not resolved to the grievant's satisfaction, he may within five (5) school days request a review by the Board of Education. The request shall be submitted in writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and in its discretion may hold or waive a hearing. If not waived, a hearing will be held with the grievant (s) within thirty (30) calendar days and a decision will be rendered in writing within thirty (30) calendar days of receipt of the grievance by the Board or the date of the hearing (whichever comes later).

6. If the grievance is not resolved to the grievant's satisfaction at the Board level, he may within five (5) school days of the Board's decision, so notify the Board through the Superintendent. For a grievance arising under the terms and conditions of employment specifically set forth in this Agreement, the following procedure will be used to secure the services of an arbitrator:

a. Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

c. If the parties are unable to select a mutually satisfactory arbitrator within thirty (30) school days of receipt of the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

7. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be without power or authority to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of the Agreement or of applicable law. Only the Board and the aggrieved or his representative

shall be given copies of the arbitrator's award.

8. In the case of any grievance and particularly in the case of a grievance involving any of the following points, the grievant shall have a right of appeal to the Commissioner of Education:

a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or on which he has previously ruled or has the power to rule or any matter which, according to law is either beyond the scope of Board authority or is limited to action by the Board alone.

b. A complaint of a non-tenure teacher which arises by reason of his not being re-employed.

c. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

9. The parties shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half. In the event one of the parties attempts arbitration and is restrained by the other party, party so restrained shall pay all fees of the American Arbitration Association attendant thereon. In addition, the party so restrained shall pay all court and other costs incurred by the party successful in obtaining the restraints.

10. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement. The teachers, administrators and/or the Board may have representatives of their choice in attendance at the Superintendent's level and at all subsequent levels of the grievance procedure.

11. All documents, communications and records dealing with the processing of a grievance shall be filed in a grievance file and shall not be kept in the personnel folder of any of the participants.

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

13. No reprisals of any kind shall be taken by either party as a result of action taken under this article of the contract.

ARTICLE III

TEACHER RIGHTS

A. The teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the Shrewsbury school district. The final decision of promotion or retention shall be retained by the administration.

B. Both parties recognize that public criticism of the other party is inappropriate.

C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. The Shrewsbury Teachers Association and its representatives shall have the right to use the school building at reasonable hours for meetings. The Superintendent shall be given a reasonable advance notice of not less than twenty-four hours of the time and place of all such meetings and his approval secured. Approval of the Superintendent shall not be unreasonably withheld.

E. The Shrewsbury Teachers Association and its representatives may be permitted to use school facilities and equipment designated for teacher use including typewriters, ditto machines, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated

as a result thereof.

F. The Shrewsbury Teachers Association and its representatives shall have the use of a bulletin board in the faculty lounge.

G. The Shrewsbury Teachers Association and its representatives may use the school mail boxes.

ARTICLE IV

TEACHER WORK YEAR

A. School Calendar

The Superintendent of Schools shall draw up a school calendar to recommend to the Board of Education and will discuss same with the Teachers' Association. The calendar will consist of 185 days for teachers in the 1976-1977 school year.

B. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

A. Length of the Day

The inschool workday for teachers shall include fifteen (15) minutes for teachers prior to student arrival and thirty (30) minutes after student dismissal.

B. Lunch Periods

Teachers may leave the building during their scheduled duty-free lunch periods.

C. Meetings

1. Faculty and other. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty meetings. Such meetings shall begin no later than twenty (20) minutes after the student dismissal time. The administration shall strive to limit the number of meetings to two per month and to hold the meetings on the first and third Wednesdays of the month and to limit the length of meetings to sixty (60) minutes.

2. Prior to holiday and weekends. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school except in emergencies.

ARTICLE VI

NON TEACHING DUTIES

A. Transporting Students

Teachers shall not be required to drive students. A teacher may do so voluntarily, however, with the advance approval of his immediate supervisor. He shall be compensated at the board approved rate for the use of his own automobile.

ARTICLE VII

TEACHER EMPLOYMENT

A. Notification of Contract and Salary

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

B. Acceptance of Employment

As a matter of courtesy, teachers shall notify the Board of their intent to remain in the system by May 15th.

ARTICLE VIII

SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement is as set forth in Schedule "A" which is attached hereto and made a part hereof.

B. Method of Payment

1. Each teacher employed shall be paid in twenty (20) equal semi-monthly installments.
2. Summer pay plan. Each teacher may individually elect to have ten per cent (10%) of his monthly salary deducted from his pay.
3. Exceptions. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day unless an emergency exists.
4. Final pay. Each teacher shall receive his final pay on his last working day in June provided his duties and obligations have been fulfilled.

ARTICLE IX

TEACHER ASSIGNMENT

A. Notification

1. Date for presently employed teachers. All teachers shall be given written notice of their salary schedules, class and/or subject assignments and room assignments for the forthcoming year not later than August 1, 1975, except in the case of an emergency.

2. Revisions. In the event that changes in such schedules, class and/or subject assignments and room assignments are proposed after June 1, 1975, the teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected.

3. Traveling Teachers Expenses. Teachers shall be reimbursed at the Board approved rate for travel expenses authorized by the administration.

ARTICLE X

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. The Superintendent shall, as soon as practical, make known to the existing staff a list of known vacancies.

2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than two weeks after the vacancy is made known to the staff.

ARTICLE XI

INVOLUNTARY TRANSFER AND REASSIGNMENTS

A. Notice.

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than June 1.

B. Meeting and Appeal.

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher in writing, the Superintendent shall meet with him again and the teacher may, at his option, have an Association representative present at such meeting.

ARTICLE XII

PROMOTIONS

All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to consider all applicants. In filling such vacancies, consideration shall be given to qualified teachers already employed by the Board. However, the final determination shall be the sole prerogative of the Board.

ARTICLE XIII

HOME INSTRUCTION

A. Salary

The Board will pay \$ 7.00 per hour for home instruction, this rate to include the cost of mileage. Primary consideration shall be given to the student's classroom teacher.

B. Additional Funds

Materials and supplies necessary in carrying out the home instructional program shall be supplied by the Board.

ARTICLE XIV
TEACHER EVALUATION

A. General Criteria

1. Open evaluation. All monitoring or observation of the in-class work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Copies of evaluation. A teacher shall be given a copy of any evaluation report prepared by his evaluators for his own keeping at least one (1) day before any conference to discuss it unless parties mutually agreed to meet sooner. No such report shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher.

B. Evaluation Procedure

1. Reports. Evaluation reports shall be presented to the teacher by the vice-principal or superintendent. Such reports shall contain statements pertinent to:

- a. Strengths of the teacher.
- b. Weaknesses of the teacher.
- c. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

C. Personnel Records.

1. File. A teacher shall have the right, upon one day's request, to review the contents of his personnel file and to receive a copy at the

teacher's expense of any documents contained therein. The review shall be conducted in the presence of the Superintendent or his designee. This right of review shall not include correspondence dealing with one's experience prior to employment in the district nor shall it include hiring credentials or matters confidential or privileged.

2. In the event of removal of confidential materials from the teacher's file, a dated notation will be placed in the teacher's file stating that confidential material other than credentials involved in the hiring process, have been removed.

3. If, upon reviewing his file, the teacher desires to answer any material that is available for his inspection in that file, he may make such answer and have it placed in the file.

ARTICLE XV

COMPLAINT PROCEDURE

Any complaints regarding a teacher made to any member of the administration by a parent, student, or other person which are used in the evaluation of the teacher in any manner, shall be brought to the teacher's attention.

ARTICLE XVI

TEACHER FACILITIES

A. Listing of Facilities

The Board will endeavor to provide a furnished room for use as a faculty lounge. The faculty lounge will contain:

1. A telephone for use by the staff, but no calls for personal reasons shall be made on the telephone or the telephone will be removed.
2. A clean rest room separated from student rest rooms.

ARTICLE XVII

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the Shrewsbury Borough Teachers Association, the Monmouth County Educators Association, the New Jersey Education Association, and the National Education Association.

2. Each teacher shall individually and voluntarily authorize the Board to make the above deductions. Such deductions shall be made in compliance with Chapter 230, Public Laws of 1967 (NJSA 52:14-15.9a) and under rules established by the State Department of Education. Teacher authorization shall be in writing.

3. 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.

4. Any such written authorization may be withdrawn by any teacher at any time by filing of notice of such withdrawal with the disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE XVIII

LEAVES

A. Sick Leave

Every full-time employee shall be eligible for ten days leave per year for personal illness at full pay. Unused days, retroactive to September 1, 1954, shall accumulate without limit.

B. Nonaccumulative

If an employee shall require additional sick leave in any one year, ten (10) additional non-accumulative days shall be granted.

C. Notification of Accumulation

Teachers shall be shown a written accounting of accumulated sick leave days as early as possible in each school year.

D. Leave for Personal Emergencies

Every full-time employee shall be eligible for a maximum of five (5) days' leave per year for personal business at full pay. Except for emergencies, reasons for such leave shall be given to the Superintendent two working days prior to the requested date. Unused days shall not be allowed to accumulate. One two-hundredths (1/200) of his year's salary shall be deducted from an employee's salary for each day of such leave taken by the employee beyond the five days. This policy does not permit the use of such days at the beginning or termination of the school year or to extend vacation or holiday periods.

In addition to the five days for personal business allowed annually

on a non-cumulative basis, each employee will be allowed a maximum of five (5) days' leave in any school year in the event of a death of the teacher's spouse, child, parent, brother or sister.

A teacher upon a request by the Superintendent, shall be granted days to visit other schools or to attend education conferences without loss of salary.

ARTICLE XIX

EXTENDED LEAVE OF ABSENCE

A. International and Federal Programs

A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps.

B. For Study

Tenure teachers may request a leave of absence without pay for purposes of study. Such requests must meet with the approval of the Board of Education and leaves so granted cannot exceed one for each five (5) years of employment in the district.

Not more than one teacher shall be granted a leave for study in any one school year.

C. For Pregnancy

A pregnant employee under tenure may apply for a leave of absence, up to two (2) years, without pay, if so desired.

A pregnant employee who desires to continue in the performance of her duties during her period of pregnancy shall be permitted to do so provided she produces a statement of her physician stating that she is physically capable of continuing to perform her duties and further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties.

The Superintendent will grant request for return to work with

Board approval, provided the date does not interfere with the administration of the school and/or with the continuity of the education of the pupils.

The provisions of this Article shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenure employee beyond the end of the contract school year in which the leave is obtained.

ARTICLE XX

INSURANCE PROTECTION

The Board of Education shall pay full coverage under the N J. State Health Benefits Program-Blue Cross-Blue Shield, Rider J and Major Medical for all full-time employees, and where appropriate, for family plan coverage.

ARTICLE XXI

REIMBURSEMENT

A. Reimbursement for Additional Study

Subject to conditions included in this Agreement, the Board of Education will reimburse all full-time teachers fees for a maximum of up to six (6) credit hours of study at the current state rate, and in accordance with school policy.

The following regulations apply to this reimbursement:

1. All course work must have the prior approval of the Superintendent of Schools and the Personnel Committee of the Board in order to guarantee payment
2. Application forms (available in office) must be filed with the Superintendent of Schools.
3. Proof of a grade of "C" or comparable, or proof of satisfactory completion of the course taken must be submitted at the time receipts are submitted.
4. A receipt from the college for tuition and fees must be submitted at the time proof of satisfactory completion is submitted.
5. Course work taken to meet the requirements of a B.S. or B.A. degree will not be applicable.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Severability

If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

B. Agreement

A copy of this Agreement shall be presented to the Association as soon as possible after execution by all parties.

C. Management Rights

The Board of Education reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duties because of lack of work, or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE X.III

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1975 and shall continue in effect until June 30, 1977 with negotiations commencing no later than October 1 of 1976 for a successor Agreement. This Agreement shall remain in effect until a successor Agreement is negotiated.

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

SHREWSBURY BORO TEACHERS ASSOCIATION

By _____
President

By _____
Secretary

SHREWSBURY BORO BOARD OF EDUCATION

By _____
President

By _____
Secretary