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**THIS BOOK DOES  
NOT CIRCULATE**

AGREEMENT

between the

ELMER EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF ELMER BOROUGH

THE COUNTY OF SALEM, NEW JERSEY

1970-71

PREAMBLE

This Agreement entered into this 3rd day of March, 1970, by and between the Board of Education of Elmer Borough the City of Elmer, New Jersey hereinafter called the "Board," and the Elmer Education Association hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Elmer Borough School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards and

WHEREAS, the Board has an obligation pursuant to Chapter 103, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel and custodian whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding administrative personnel.

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

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. 1. Representatives of the Board and the Association's negotiating committee shall meet when either party requests such a meeting allowing ten (10) days notice or a lesser time as mutually agreed by both parties.
2. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

## ARTICLE III

### Individual Grievance Procedure

Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Elmer Elementary School Faculty or other person of his own choosing to appear with him or for him at any step in his appeal.

1. Any employee who has a grievance shall discuss it first with his principal in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within three (3) school days of receipt of the written complaint.
3. The employee may appeal the principal's decision to the Board of Review (A committee composed of two faculty members who will be elected each year in September by the entire faculty and one board member elected by the Board of Education to serve one year). This committee will make a decision within five (5) days. If the committee rejects the complaint or believes that there is no justifiable grievance, the employee may still appeal to the Board of Education.
4. The Board of Education shall request a report on the grievance in writing from the employee and the principal, shall confer with the concerned parties and, upon request, with the employee or principal separately. The Board of Education shall communicate their decision in writing along with supporting reasons to the employee and the principal.

The employee may appeal the decision to the Superintendent of Salem County. The appeal shall be in the same form sent to the Board of Education. If requested, a conference with the parties concerned shall be granted. He should attempt to resolve the matter as quickly as possible, not to exceed ten (10) days. The Superintendent will communicate his decision in writing, along with supporting reasons to the employee, principal, and Board of Education.

5. All grievances or reports on grievances that are required to be put in writing must be signed and documented by the person filing such grievance or report.

ARTICLE IV

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

B. 1. When a pay day falls on or during a school holiday vacation or week-end, teachers shall receive their pay checks on the last previous working day.

2. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June.

## ARTICLE V

### TEACHER EVALUATION

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

2. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

3. 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 such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE VI

PERSONNEL POLICIES

A. Sick Leave - As of September 1, 1969, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Other Time Off - Any teacher shall have two days off with pay per year, for good reason, at the discretion of the principal.

C. Death in Family - Any employee shall have necessary time off with pay, from the day of death up to and including day of funeral, dealing with the death of the following: mother, father, wife or husband, brother, sister, children or anyone living under the same roof as the employee involved.



ARTICLE VIII

PROTECTION OF TEACHERS.

STUDENTS AND PROPERTY

A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. A teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

C. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.

D. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.

E. When absence arises out of or from such assault or injury the teacher shall not forfeit any sick leave or personal leave.

F. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

G. Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the teacher for information in the possession of the superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

H. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.

ARTICLE VII

Protection of Teachers,  
Students and Property

G. The Board shall reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or on a school-sponsored activity, which is the result of negligence on the part of the Board of Education. If the final determination of the situation is not acceptable to the teacher, the facts may be submitted through Article III, Grievance Procedure.

## ARTICLE VIII

### INSURANCE PROTECTION

A. As of the beginning of the 1969-70 school year, the Board, after agreement with the Association regarding appropriate insurance carriers, shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each employee.

1. For each full-time employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance to provide the Major Medical, Blue Cross-Blue Shield and Rider "J" Plan for the full twelve (12) month period commencing September 1st and ending August 31st.

2. The Board shall pay a pro rated share of all regular part time employees provided the part time employees elect to pay the balance of the Major Medical, Blue Cross-Blue Shield and Rider "J" Plan.

ARTICLE IX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 1970, and shall continue in effect until August 31, 1971, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

ELMER EDUCATION ASSOCIATION

BOARD OF EDUCATION OF ELMER BOROUGHS

By Adrian D. Cook  
President

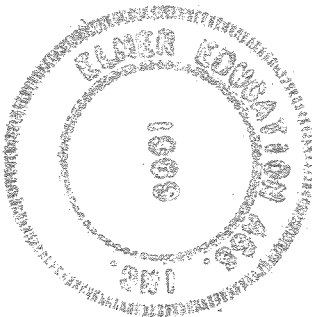
By Carl B. Bostwick  
President

By Loretta D. Thomas  
Secretary

By James C. Turner Jr.  
Secretary



Date: March 5, 1970



SCHEDULE A

SALARY SCHEDULE

1. The salary level for teachers employed at the Elmer Elementary School shall be as follows:

<u>Year of Teaching</u>	<u>BS or Equiv.</u>	<u>B\$ + 15 Credits</u>	<u>Masters Degree</u>
1	6,850	7,150	7,450
2	7,150	7,450	7,750
3	7,450	7,750	8,050
4	7,750	8,050	8,350
5	8,050	8,350	8,650
6	8,350	8,650	8,950
7	8,650	8,950	9,250
8	8,950	9,250	9,550
9	9,250	9,550	9,850
10	9,550	9,850	10,150
11	9,850	10,150	10,450

2. All teachers shall have immediate full adjustment on scale for their Degree status on September 1st of the Teaching School Year.

3. All school employees shall have a written yearly contract.

4. The salary level for employees listed below shall be for this current contract as agreed to by the Board, the named employees and the Association. Their salaries are for these individuals only and not meant to apply for a replacement or assistants.

Clyde Corathers \$6,100.00

Mrs. Clementine Elwell 3,610.00