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Original

CONTRACT

Between

MARLBORO TOWNSHIP EDUCATION ASSOCIATION

and

MARLBORO TOWNSHIP BOARD OF EDUCATION (*Employees*)

1987-1990

0238N

PREAMBLE

This Agreement, entered into this 24th day of November, 1987, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF MARLBORO, New Jersey, hereinafter called the "Board" and THE MARLBORO TOWNSHIP EDUCATION ASSOCIATION, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 as amended 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 understanding which they desire to confirm in this agreement.

SECTION ONE
ARTICLE I
RECOGNITION

- A. The Board of Education of the Township of Marlboro hereby recognizes the Marlboro Township Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all regular part-time or full time certified professional staff, professional support staff, and library and instructional assistants. All other employees, including executive, administrative, supervisory and/or confidential, and custodial and food service staff members are excluded from this bargaining unit.
- B. Section ONE of this agreement pertains to the association and to all employees in the bargaining unit.

Section TWO of this agreement pertains only to certified professional staff (teachers).

Section THREE of this agreement pertains only to professional support staff (secretarial and clerical employees).

Section FOUR of this agreement pertains only to Library Assistants and Instructional Assistants.

C. Definitions:

"Employee(s)" shall designate person(s) whose employment is covered by this agreement. References to male employee(s) shall include female employee(s.)

"Teacher(s)" shall mean certificated professional staff member(s).

"Professional Support Staff" shall mean secretarial and clerical employee(s).

"Assistant(s)" shall mean Library and/or Instructional Assistant(s).

SECTION ONE
ARTICLE II
NEGOTIATION PROCEDURE

- A. The parties agree that, provided the Association is still the majority representative, it will submit its proposals for a successor agreement to the Board of Education not later than the April 1 immediately preceding the expiration date for this agreement and that the Board will respond by April 15 or within 15 days of the receipt of the Association's proposals, whichever is later. The parties also agree that negotiations will commence not later than the ensuing May 1.
- B. The Board agrees to furnish to the Association, in response to written request, giving the Board reasonable notice, with data, which is public information and which the Association reasonably requires to carry on

intelligent and informed bargaining. It is specifically understood that no work papers are included within the contemplation of this Article.

- C. The Board agrees to provide the Association with the number of employees on each step of their respective salary guides. This information is to be given to the Association by February 1, 1990. At the same time the Board will provide data on the number of employees in the following categories:
1. Married -- no dependents
 2. Single -- no dependents
 3. Married -- with dependents
 4. Single -- with dependents
 5. In each certified category
 6. The names and addresses of all employees in the negotiations unit.
- D. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.

SECTION ONE
ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

A "grievance" is a complaint by which an employee or employees in the negotiation unit and his/her representative may appeal the interpretation, application or violation of this agreement, Board Policy, and administrative decisions affecting terms and conditions of employment, except that the term "grievance" shall not apply to:

1. Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
2. Any rule or regulation of the State Department of Education or the State Commissioner of Education having the force and effect of law.
3. Any matter which according to law is beyond the scope of Board Authority.

B. Principles

1. A grievance to be considered under this procedure shall be presented by the grievant not later than twenty-one (21) work days after the occurrence of the grievance. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, 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.

3. A grievant may present and process his/her grievance personally or through appropriate representatives not to exceed three (3) in number. At Steps One and Two the management person may have present, solely as an observer and not as a participant, a member of the administrative staff. The observer shall not be the Building Principal of the person filing the grievance. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing, he may do so; however, the Association shall be so notified by the Superintendent and shall have the right to have a representative present.
4. No reprisals shall be taken by the Board or Administration against any participant because he/she utilizes the grievance procedure.
5. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his grievance initially at the second step of the grievance procedure.

C. Procedure

1. STEP ONE:

- a. A grievant may initially discuss the matter, identified as a grievance, with his Administrative Supervisor in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, Sub-section 1.
- b. A grievant shall file his grievance in writing by presenting the written grievance to his Administrative Supervisor and forwarding copies to the Superintendent of Schools and the Grievance Committee.
- c. At the option of the grievant or the Administrative Supervisor, the grievant and the Administrative Supervisor shall meet in an attempt to resolve the grievance not later than five (5) work days following the date on which it is filed.
- d. The Administrative Supervisor shall communicate his decision in writing to the grievant not later than seven (7) work days following the filing or meeting, whichever is later. A copy of the decision shall also be forwarded at the same time to the Superintendent and Grievance Committee.

2. STEP TWO:

- a. If the grievance has not been resolved at Step One of the procedure, the grievant and his representative may file the grievance in writing to the Superintendent. This shall be done not later than five (5) work days following the written decision of the Administrative Supervisor.
- b. The grievant, and his/her representative(s) and the Superintendent shall meet in an attempt to resolve the grievance not later than

seven (7) work days following the date on which the grievance was filed with the Superintendent.

- c. The Superintendent shall communicate his decision in writing to the grievant not later than ten (10) work days after the meeting. A copy of the decision shall also be forwarded to the Grievance Committee.

3. STEP THREE:

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Step Two, or if the Superintendent has not communicated his decision in writing to the grievant as provided in Step Two, the grievant and/or his representative may request a hearing with the Board or its representative or representatives which shall consist of one or more persons designated by the Board but shall not include the Superintendent of Schools. The request shall clearly explain the grievance and be made in writing not later than five (5) work days following the Superintendent's decision, or if no such decision has been communicated, then not later than five (5) work days following the expiration of the ten (10) work days period provided in Sub-section c of Step Two.
- b. The grievant and his representatives and the Board and/or its representative(s) shall meet in an attempt to resolve the grievance not later than ten (10) work days following the date on which the grievance was filed. If this does not occur, the grievant may proceed to the next step. The grievant may have three (3) representatives present when his grievance is reviewed by the Board and/or its representatives. The Superintendent of Schools shall be present at this step.
- c. If this meeting does take place within the ten-day period the Board shall communicate its decision in writing to the grievant not later than fifteen (15) work days following the meeting. A copy of the decision shall also be forwarded at the same time to the Superintendent and the Grievance Committee.

4. STEP FOUR:

- a. In the event the grievant is dissatisfied with the determination of the Board of Education, and in the further event that the grievance involved the interpretation or application of this contract, the grievance may be submitted to arbitration. The grievant shall request in writing that the Marlboro Township Education Association (MTEA) submit the grievance to arbitration. If the MTEA decides the grievance is meritorious, it may submit the grievance to arbitration by so notifying the Board in writing, no later than fifteen (15) work days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the Marlboro Township Education Association shall mutually agree upon a longer time period within which to assert such a demand.

- b. The board may also request arbitration concerning any dispute regarding the interpretation or application of this contract.

The time limits applicable to the Association are also applicable to the Board of Education.

- c. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.
- d. Within ten (10) work days after the MTEA shall have delivered the written request for arbitration, the Board and the MTEA shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, the party requesting arbitration shall request a list of arbitrators from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- e. The arbitrator so selected shall confer with the representatives of the Board and the MTEA and hold hearings promptly, and he shall issue his decision not later than twenty (20) work days from the close of hearings, or if oral hearings have been waived, then from the date that the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on both parties.
- f. The costs for the services of the arbitrator, including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.

D. Miscellaneous

1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

SECTION ONE
ARTICLE IV
EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968 as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 as amended, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey school laws or other applicable laws and regulations.
- C. No employee shall be prevented from wearing regular membership pins or other identifications of membership in the Association or its affiliates of the size normally used as tie tacks, lapel pins, or charms on bracelets.
- D. Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that person in his office, position or employment or the salary or any increments 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 person of his own choosing present to advise and represent him during such meeting or interview.
- E. No employee shall be required to transport children. This limitation does not apply to nurses, social workers, and attendance officers. Employees shall not be responsible for certifying amounts of money which they may collect from students.
- F. Any document regarding an employee given to any member of the Administration by any parent, student or other individual which is to be placed in the employee's personnel file shall be promptly called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut any such document. Said response shall be placed in the employee's personnel file.
- G. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee 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

signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

SECTION ONE
ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association, the New Jersey Education Association, and the National Education Association, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and provided further such representative complies with all rules and regulations promulgated regarding visitors to school buildings.
- B. The Association and its representatives shall have the privilege of using school buildings at reasonable hours for meetings, provided it makes application through normal channels.
- C. The Association shall have the privilege of using Board owned office and audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided the person who is to operate such equipment is, in the opinion of the Administration, qualified to operate same.
- D. The Association shall have, in each building, the use of bulletin board space in each lounge, where one exists. Said designated space shall be used exclusively for Association materials.
- E. The rights and privileges of the Association and the representatives, as set forth in this agreement, shall be granted to the Association only so long as it is the exclusive representative of the employees in the bargaining unit, and to no other organization.
- F. The parties agree that the president of the Association during his or her term of office shall be released from playground, cafeteria and bus duties. In addition, the Superintendent may provide the Association President with released time from normal duties to confer and discuss with the Superintendent about district concerns.
- G. Whenever any representative of the Association or any employee participates during working hours in negotiations with the Board or grievance proceedings he shall suffer no loss in pay if such negotiations or grievance meetings were scheduled by the Board.
- H. The Association shall have the right to use the existing inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building Principals or other members of the Administration.
- I. The Association shall have the right to install a telephone in the faculty lounge of the school building in which the Association President works. All costs shall be borne by the M.T.E.A.

SECTION ONE
ARTICLE VI
MANAGEMENT RIGHTS

- A. The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees; to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedures in the above area, the Board will follow said procedures.
 3. To establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto.
 6. To take whatever action may be necessary to carry out the mission of the school district in situations of emergency.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

SECTION ONE
ARTICLE VII
VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No vacancy in a bargaining unit position shall be filled until after the vacancy has been posted by the Superintendent of Schools.
- B. Any employee who wishes to be reassigned to another position within the District which does not constitute a promotion, may apply in writing to the Superintendent through the Building Principal or the Immediate Administrative Supervisor, as the case may be. Personnel are encouraged to make requests early in the school year to allow time for consideration and planning for the total school program and staff. The Administrator will make every effort to cooperate with staff members in this area of reassignment; however, it is recognized that it is an Administrative responsibility to utilize personnel in areas that will contribute to the best interests of the entire school district. Individuals will be notified in writing of the reasons for the refusal of the request.

SECTION ONE
ARTICLE VIII
PAID LEAVE

- A. 1. Sick leave is defined to mean the absence from his or her post of duty, of any teacher because of personal disability due to illness or personal injury, or because he or she has been excluded from school by the school district's medical authorities because of a contagious disease in his or her immediate household.
2. Each ten (10) month teacher shall be entitled to twelve (12) sick leave days each school year and each twelve (12) month teacher shall be entitled to fourteen (14) sick leave days each school as of the first official day of said year, whether or not they report for duty on that day. The sick leave entitlement for a part time teacher shall be prorated. Unused sick leave shall be accumulated from year to year with no maximum limit. New teachers hired after the commencement of the school year shall receive sick leave days on a pro rated basis for the first year of employment.
3. Teachers and professional support staff shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year. Such accounting shall include the number of days vested pursuant to Side Bar No. 3 from the negotiated agreement between these parties for the period July 1, 1985 through June 30, 1987.

Vested Sick Day Cash Payment for Teachers and Professional Support Staff

Upon retirement or voluntary termination after 4 years service in the school district the retiring or terminating teacher or professional support staff shall be paid for accumulated and unused sick days according to the following:

- a. All unused sick leave days accumulated prior to the 1985-1986 school year shall be paid for at the rate of \$15.00 per day.
- b. All unused sick leave days accumulated during the school years 1985-1986, and 1986-1987 shall be paid for at the rate of \$50.00 per day.
- c. There shall not be any payment for sick leave days earned after June, 1987.

The sick leave days most recently accumulated are the days which shall be used first: i.e., days earned after 1986-1987 shall be used first in accord with the principal, "last in first out."

The payment to which a retiring or terminating teacher or professional support staff would otherwise be entitled under this provision shall be reduced by \$100.00 per day for each day of casual absence during the teacher's or professional support staff's last twelve months of active employment. Casual absence is defined as all absence exclusive of approved professional days and extended illness in excess of 5 consecutive days.

4. In case of more than three (3) consecutive days absence, a physician's certificate shall be filed with the Superintendent.
5. Whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment he shall be paid the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit, under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any worker's compensation award made for temporary disability.
6. Nothing contained herein shall limit, prohibit, or otherwise restrain the Board of Education from granting additional sick leave over and above the minimum sick leave defined.

B. BEREAVEMENT LEAVE

Bereavement leave shall be allowed in accordance with the following:

1. For the death of a parent, child, brother, sister, grandparent, spouse, parent of spouse, son-in-law, daughter-in-law, or person who at the time of death resided in the same household as the employee and with whom the employee had a close relationship, a period of five consecutive days per incident with one of the days being the day of interment or cremation.
2. For aunt, uncle, nephew, niece, sister-in-law and brother-in-law, one (1) day per incident.

SECTION ONE
ARTICLE IX
EMPLOYEE INSURANCE/BENEFIT PROGRAMS

- A. Health Care: The Board of Education will pay for the employee one hundred percent (100%) of the concerned dependent health insurance as provided by current contract with Blue Cross and Blue Shield of New Jersey. In order to be eligible to participate an employee must be employed to work twenty (20) or more hours per week
- B. Dental Care: Each employee who is employed to work twenty (20) or more hours per week may enroll in a Board sponsored dental care program. Such employee may also enroll his eligible dependent(s), if any, and the Board shall contribute up to the amount indicated below for the enrollment of an employee (including her/his enrolled dependents). The balance of the enrollment costs, if any, shall be deducted from the employee's paychecks.
- For 1987-1988 and 1988-1989: \$330.00 per employee
For 1989-1990: \$363.00 per employee.
- C. Prescription medicine: Each employee who is employed to work twenty (20) or more hours each per week may enroll him/herself and her/his eligible dependent(s), if any, in a Board sponsored prescription drug plan at no cost to the employee.

SECTION ONE
ARTICLE X
AGENCY FEE

- A. The Association shall have the right to request that the Board deduct an agency fee from the pay of those members of the bargaining unit who are not members of the association.
- B. Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the representation fee to be deducted. The Association shall also certify to the Board that the fee is established in accord with the requirements of law and that a legal demand and return system is in place.

Deduction and Transmission of Fee

- C. Notification: Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year.
- D. Payroll Deduction Schedule: The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Board; or
 - b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- E. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
- F. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- G. Changes: The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or in the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
- H. New Employees: On or about the last day of each month, beginning with the month following the execution of this agreement, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and date of employment for all such employees.

SECTION ONE
ARTICLE XI
MISCELLANEOUS PROVISIONS

- A. In the event any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 shall continue in full force and effect.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. In the event individual contracts are required to be modified by State law or regulation of the State Board of Education, then any provision of this Agreement which is inconsistent therewith shall be deemed superseded.

- C. Copies of this Agreement shall be reproduced within thirty (30) days after the Agreement is signed. The cost of said reproduction shall be borne equally by the Board of Education and The Marlboro Township Education Association.
- D. All employees will be paid on the 15th and last day of the month. Ten-month employees have the opportunity to be paid on a ten-month basis or have 10 percent (10%) of their monthly salary set aside for the ten-month period to be received with the last pay check. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day. Teachers shall receive their final checks on the last working day in June, provided their duties are completed.
- E. Employees who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the rate of twenty (20) cents per mile for all driving done between the opening and closing of the school day.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing.
 - 1. If by Association, to Board at 1980 Township Drive, Marlboro, New Jersey 07746.
 - 2. If by Board, to Association at Marlboro Elementary School, 100 School Road West, Marlboro, New Jersey 07746.
- G. All employees interested in a promotion and/or a new position shall be granted a formal interview provided the employee meets all listed qualifications.
- H. The Board agrees to make available to employees a copy of their job description upon request.

SECTION TWO - TEACHERS

ARTICLE XII

WORK YEAR

The teachers work year shall consist of a maximum of 186 days. In addition, staff employed subsequent to October 1, 1987 may be required to work one additional day for orientation and/or inservice immediately preceeding the opening of the student school year next following her/his employment

SECTION TWO - TEACHERS

ARTICLE XIII

WORK HOURS

- A. It is recognized by both parties that the responsibilities of teachers extend beyond the time spent in the classroom. Therefore, the principles hereinafter enunciated should be interpreted in such a way as to provide the effort required for a quality education and the normal incidents thereto.

- B. 1. The parties agree that the teachers shall be obligated to work a seven (7) hour day which shall include a duty-free lunch period of forty five (45) minutes in elementary school assignments. In middle school assignments the lunch period shall be equivalent to a teaching period but not less than forty-two (42) minutes.
- 2. Teachers will be available to attend faculty meetings not to exceed eighteen (18) hours per year. A faculty meeting shall be any meeting called by an Administrator beyond the time limits specified in Section B.1 hereof. Administrators shall give two (2) days notice of all meetings, excepting in case of emergency, and an agenda will be submitted for such meetings when possible.
- C. Teacher work hours shall be fixed by the Building Principal within the seven (7) hour work day as stipulated in Section B.1 hereof. On the last day of school before a holiday, teachers shall be permitted to leave five (5) minutes after the close of the afternoon session, with the approval of the Building Principal.
- D. During the term of this contract the Board of Education will guarantee the scheduling of a minimum of 35 consecutive minutes per day per classroom teacher in elementary schools to each full day as a preparation period. In middle school the Board of Education will guarantee a preparation period equal to a scheduled period in that Building. The current practice as it pertains to emergency class coverage will prevail, i.e., the regular class teacher will provide class coverage where required.
- E. All times during the school day shall be under the supervision and control of the Board of Education through the Building Principal and the Superintendent of Schools.
- F. During days on which parent-teacher conferences are scheduled by the Superintendent of Schools, teachers shall be required to teach only a half-day session. On said days total teacher working hours shall not exceed a maximum of seven (7) hours and there shall be no more than four (4) evenings of parent-teacher conferences for any teacher, during the school year, nor more than two (2) during any calendar week, unless the teacher schedules same.
- G. 1. All classroom teachers shall be provided released time for the purpose of participating in the development of the I.E.P. with the Child Study Team, for each of their students so involved.
- 2. Subsequent meetings with the Child Study Team shall be scheduled during the teachers preparation time, unless the teacher and the Child Study Team can mutually agree to another time.
- H. All teachers shall be required to participate in the Meet-the-Teacher Night once each year as designated by the Superintendent of Schools. The length of said meeting shall not exceed two (2) hours. Said meeting shall be scheduled after September 15, on any school night except Friday or before a holiday. On Meet-the-Teacher Night all teachers shall be entitled to time off during the day equivalent to the time scheduled for Meet-the-Teacher Night. The time off shall be scheduled by the Superintendent of Schools.

SECTION TWO - TEACHERS
ARTICLE XIV
SALARY AND COMPENSATION

A. SALARY PROVISIONS

1. The salaries of all teachers (except psychologists) covered by this agreement are set forth in Schedule "A" which is attached hereto and made part hereof.

The salaries of psychologists covered by this agreement are set forth in Schedule "B" which is attached hereto and made a part hereof. Such guides are based on a twelve (12) month work year. The school calendar, as adopted by the Board, shall be applicable during the pupil school year. During the balance of the year a psychologist shall be entitled to July 4th and Labor Day as holidays.

In addition, psychologists shall have summer vacations consisting of twenty (20) days made up of four (4) weeks of five (5) days. The scheduling of all vacations must be approved in writing by the Superintendent. The eligibility for vacation shall be determined on July 1 of each year. Vacation shall accrue on the basis of one and three-quarter days per month up to a maximum of twenty (20) days.

2. Initial placement on the salary guide shall be determined by the Superintendent, Board of Education and the new employee.
3. A teacher must be employed for one-half year (5 months) in order to be eligible for an increment the following year.
4. A maximum of four (4) years military service will be given as experience toward placement on the teachers salary guide.
5. Adjustments in salary made necessary because of a change in degree status shall be made at the usual time of issuance of contracts. Those who qualify during the summer months will receive revised contracts.
6. Annual increments may be withheld upon the recommendation of the Superintendent and approval of the Board of Education.
7. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th. Any non-tenure teacher who does not within fifteen (15) days from receipt of notice notify the Board of Education of his availability shall be presumed to have declined employment for the next year, and the Board may proceed to fill the vacancy.
8. A teacher may have savings deductions automatically credited to his account at the Monmouth-Ocean Teachers Federal Credit Union, Asbury Park, New Jersey, on signing authorizations to Board to make said deductions.

9. A teacher who is engaged to replace another teacher who will be absent for the balance of the school year will be offered a contract and placed on the appropriate step of the guide if employment is to commence before March 16th. Otherwise the teacher will be hired as a per diem substitute with payment based on the scale for substitute teachers unilaterally established by the Board of Education.

B. OTHER WAGE COMPENSATION PROVISIONS

1. Teachers in charge of compensated extracurricular activities shall be paid in accordance with Schedule "C" which is attached hereto and made a part hereof.
2. Supplementary and Home instruction authorized by the Board of Education shall be compensated at the rate of \$15.00 per hour for 1987-1988 and 1988-1989 and at the rate of \$16.00 per hour for 1989-1990.

It is understood and agreed that the scheduling of the time of home instruction is a matter within the complete discretion of the Superintendent of Schools.

3. If a teacher is used as a substitute during the teacher's preparation period, the teacher shall be paid a pro rata amount of the teacher's daily rate of pay (1/200th of the annual salary rate).
4. The stipend for evening, Saturday, Sunday or Holiday music performances shall be \$75.00 per performance.

C. PROFESSIONAL MEETINGS AND TUITION REIMBURSEMENT

1. The Board of Education shall pay the cost of expenses incurred in connection with attendance approved by the Board at meetings of a professional nature at locations other than in the school district. The maximum amount of such expenses shall be agreed upon, in advance, by the teacher and the Board.
2. All teachers holding provisional, permanent, or regular certification shall be eligible for tuition reimbursement. Teachers holding provisional certificates will receive reimbursement for courses taken other than those needed to gain permanent certification. Reimbursement will be made under the following conditions:
 - a. Approval of the course to be taken must be obtained from the Office of the Superintendent prior to starting in the course.
 - b. Courses taken must be part of a planned program leading to a definite educational objective related to the assigned position of the applicant, or the courses must be directly related to the individual's professional needs as determined by his assigned position.

- c. A teacher must earn a grade of "B" or better in order to receive tuition reimbursement.
- d. Reimbursement shall be limited to a maximum as indicated below for all course work started in any school year. Said payment shall be made after the teacher has established satisfactory completion of the requirements. It shall be necessary for the teacher to submit a voucher for payment. A voucher submitted by the 25th of the month will be paid within thirty (30) days. The maximum reimbursement shall be:

For 1987-1988: \$651
For 1988-1989: 706
For 1989-1990: 766.

It is agreed that a teacher who receives tuition reimbursement under this paragraph is required to give a school year's service to the school district in the school year following receipt of the money. If a teacher who has received payment hereunder voluntarily fails to provide said one year of service, the MTEA agrees to reimburse the Board of Education for moneys paid to said teacher.

- e. Upon completion of courses, transcripts will be filed in the Office of the Superintendent.

D. RETIREMENT BENEFIT

A retirement benefit shall be granted to all teachers retiring after ten (10) years of continuous service in the Marlboro Township School District in an amount equivalent to one (1) month's salary provided that said employees meet the following conditions:

1. That they are members of a New Jersey State plan that provides a pension based on their school district employment.
2. That they have applied for and received approval for retirement benefits from said plan.

SECTION TWO - TEACHERS

ARTICLE XV

PERSONAL AND PROFESSIONAL DAYS

A. PERSONAL LEAVE

1. An allowance of up to six (6) days leave shall be granted for personal matters. Written requests shall be submitted for approval three (3) days in advance of date requested through the Building Principal to the Superintendent. No more than ten (10%) percent of the staff of any one building shall be permitted to take a personal day on any given day. In the event of requests in excess of that limit, the days shall be granted to those staff members who applied first. This allowance with prior approval may be granted for any of the following reasons:

- a. Court Subpoena.
- b. Marriage of employee or marriage in the immediate family.
- c. Recognition of a Religious Holiday.
- d. Personal business which cannot be handled outside of school hours. The application form for leave made pursuant to this sub-section shall not require the employee to specify the nature of the personal business.
- e. For any other emergency or urgent reason approved by the Superintendent.

The three day notice requirement and the 10% limit shall be waived in emergent matters.

- 2. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school, except in cases of emergency as approved by the Superintendent of Schools. Personal leave days requested for a Monday or Friday will be granted only for a court subpoena, marriage, religious holiday or urgent reason approved by the Superintendent of Schools. Two of the personal leave days shall not be subject to the Monday and Friday restriction.

- B. Teachers, upon written request to the Superintendent, via the Principal, and at the discretion of the Superintendent, may be granted time off with pay, but without reimbursement of expenses for the purpose of professional improvement.

Application for such authorization must be made at least one (1) week in advance. A written report of said professional visit shall be submitted via the Principal to the Superintendent of Schools within five (5) days of said professional visit.

When an employee takes a professional day at the request of the Board of Education, the employee and the Superintendent of Schools shall agree in advance upon the reimbursable expenses of the employee.

SECTION TWO - TEACHERS
ARTICLE XVI
UNPAID LEAVES OF ABSENCES

- A. Due to a medical disability which is substantiated by a certificate from a medical doctor, a teacher shall be granted an extended leave of absence without pay. During the period of the teacher's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. During such time of medical disability leave, said teacher shall be covered by existing health insurance and benefits.
 - 1. The Board retains the right to place a teacher on medical leave for any one of the following reasons:
 - a. Whenever the teacher's physical condition adversely affects ability to continue to provide effective classroom instruction.

- b. The physical condition or capacity is such that the teacher's health would be impaired if permitted to continue teaching, and if:
 - (1) the teacher fails to produce a certificate from a medical doctor stating that said teacher is medically able to continue teaching, or
 - (2) the Board of Education's physician and the physician agree that said teacher cannot continue teaching, or
 - (3) following any difference of medical opinion between the Board's physician and the teacher's physician the Board requests expert consultation in which case a medical society shall appoint an impartial third physician whose opinion shall be conclusive and binding for the issue of medical capacity to continue teaching. The "reasonable, usual, and customary" fee for such third opinion and any required examination by an impartial third physician under this paragraph shall be paid by the Board.
2. When the seeking of an extended leave of absence for medical disability can be anticipated, a teacher shall file a written request for such leave with the Superintendent ninety (90) or more calendar days prior to the effective date of such leave, or, within seven (7) calendar days from the time the teacher knew of the necessity of taking the medical disability leave, whichever is later. Said request shall indicate the anticipated date on which the said leave is to terminate (if able to ascertain within reason). Written request shall indicate the anticipated plans of the teacher upon termination of the medical disability leave as to their returning to work, resigning, retiring, or applying for another type of leave.
3. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained. A teacher returning from a medical disability leave shall be entitled to all benefits to which said teacher was entitled at the time leave commenced.
4. No tenured or nontenured teacher shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery time. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher to produce a certificate from a physician showing that said teacher is capable of teaching, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph A-1-b-(3), of this Article.
5. Nothing herein contained shall be construed to require the Board to grant tenure to any nontenured teacher who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any nontenured teacher who would not have been offered such a contract in the absence of this provision.

- B. A teacher may make application to the Board for a child rearing leave of absence without pay for a period of up to one year. Said application shall be made to the Superintendent at least ninety (90) calendar days prior to the commencement of the child rearing leave. The ninety day advance notice requirement shall be waived in the event such notice is impossible (e.g. adoption with short notice).
- C. The exact dates of medical disability and/or child rearing leaves will be arranged in consideration of both need and administrative feasibility. The Board reserves the right to regulate the commencement and termination dates of such leaves in order to preserve educational continuity and such regulation may result in the period of leave being longer or shorter than one year. However, no leave shall be lengthened pursuant to this paragraph so as to preclude an employee from acquiring tenure.

SECTION TWO - TEACHERS
ARTICLE XVII
EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.
- B. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. Teachers shall have the right to respond to said evaluation report. A copy of the response shall be signed by the evaluator and the teacher, and said response shall be attached to each copy of the evaluation form. Teachers shall be given a copy of any evaluation report not later than seven (7) working days after said observation.

SECTION TWO - TEACHERS
ARTICLE XVIII
MISCELLANEOUS

- A. Teachers shall report their unavailability for work by calling the Teacher Registry Service.
- B. The teacher shall maintain the primary right and responsibility to determine grades and progress reports of students within the grading policies of the Marlboro School District based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grade or progress report shall be changed without the knowledge of the teacher.

- C. All teachers shall be given written notice of their class and/or subject stations, building and room stations for the forthcoming year not later than August 15. The Superintendent shall give notice to new teachers as soon as practicable.
- D. Vacancies for all coaching and extracurricular positions shall be posted before April 30. Those personnel selected for the position shall be notified prior to May 30.

SECTION THREE - SECRETARIAL AND CLERICAL

ARTICLE XLX

WORK YEAR AND WORKDAY

- A. The School Calendar, as adopted by the Board of Education, shall be applicable to all professional support staff during the pupil school year. During the balance of the year, professional support staff shall be entitled to July 4th and Labor Day as holidays.
- B. All professional support staff shall work a seven and one-quarter (7 1/4) hour day excluding a forty-five (45) minute duty free lunch as assigned by the Immediate Administrative Supervisor.

Hours worked in excess of the above shall be compensated by either payment at one and one-half (1-1/2) times the regular hourly rate or compensatory time off, at the option of the employee. The scheduling of such compensatory time off shall be at the discretion of the Immediate Administrative Supervisor.

- C. Between July 1 and August 8 full time professional staff shall work from 8:00 a.m. to 1:00 p.m. with no time off for lunch, except that a receptionist-clerk shall work from 11:00 a.m. to 4:00 p.m. Hours worked in excess of 5 but not more than 7-1/4 hours during this period shall be compensated:

If the employee volunteers - at straight pay rates or equal time off, at the option of the employee.

If the employee does not volunteer - at one and one-half (1-1/2) times the regular hourly rate or compensatory time off, at the option of the employee.

- D. Professional Support staff who are required to work when schools are closed for any emergency, shall be granted payment by 1-1/2 times the regular hourly rate or compensatory time off at the option of the employee. Such time off shall be at the discretion of the Immediate Administrative Supervisor.
- E. PAID VACATION LEAVE (twelve month secretarial and clerical employees only): The eligibility for vacation of twelve (12) month professional support staff shall be determined on July 1st of each year. Vacation

shall accrue on the basis of the length of continuous service as a twelve month employee completed as of that July 1 in accordance with the following chart:

<u>Length of continuous service completed as of July 1</u>	<u>Vacation Entitlement</u>
less than one (1) year	1 day for each complete month of service to a maximum of 10 days
1 year through 4 years	10 days
more than 4 but less than 5 years	10 days plus one additional day for each two full calendar months of service beyond four years to a maximum of 5 additional days.
5 years through 10 years	15 days
11 years	16 days
12 years	17 days
13 years or more	20 days.

The vacation period shall be subject to the approval of the Immediate Administrative Supervisor.

Employees will be required to take the first ten (10) of their vacation days between July 1 and August 15.

Finance Department employees may not be able to take any or as many as ten vacation days during the period from July 1 to August 8.

For each one of the first ten vacation days used other than during the period of summer work hours the employee shall be required to work one full day during the summer work hour period.

Employees entitled to more than ten (10) vacation days shall have the option of taking the balance of the vacation leave during the work year as approved by the Immediate Supervisor.

F. PERSONAL LEAVE

1. An allowance of up to six (6) days leave shall be granted for personal matters. Written requests shall be submitted for approval three (3) days in advance of date requested through the Building Principal to the Superintendent. No more than ten (10%) percent of the staff of any one building shall be permitted to take a personal day on any given day. In the event of requests in excess of that limit, the days shall be granted to those staff members who applied first. This allowance with prior approval may be granted for any of the following reasons:

- a. Court Subpoena.
- b. Marriage of employee or marriage in the immediate family.
- c. Recognition of a Religious Holiday.
- d. Personal business which cannot be handled outside of school hours. The application form for leave made pursuant to this sub-section shall not require the employee to specify the nature of the personal business.
- e. For any other emergency or urgent reason approved by the Superintendent.

The three day notice requirement and the 10% limit shall be waived in emergent matters.

2. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school, except in cases of emergency as approved by the Superintendent of Schools. Personal leave days requested for a Monday or Friday will be granted only for a court subpoena, marriage, religious holiday or urgent reason approved by the Superintendent of Schools. Two of the personal leave days shall not be subject to the Monday and Friday restriction.

SECTION THREE - SECRETARIAL AND CLERICAL
ARTICLE XX
WAGES AND TUITION REIMBURSEMENT

- A. The salary guides, made a part hereof as Schedule "D" are based upon a twelve (12) month position.
- B. All professional support staff excepting secretaries taking courses for professional improvement at the direction of the Superintendent of Schools shall be reimbursed for tuition. The amount of reimbursement shall be agreed upon in advance, between the person involved and the Board of Education.

All secretaries shall be eligible for tuition reimbursement for job-related, college-level courses at approved institutions. Reimbursements will be made under the following conditions.

1. Approval of the course to be taken must be obtained from the Office of the Superintendent prior to starting in the course.
2. Courses taken must be in the development of skills directly related to the job and as agreed upon by the Immediate Supervisor.
3. All courses eligible for tuition reimbursement must be successfully completed evidenced by a grade of "B" or better.
4. Course reimbursement shall be awarded up to the amount indicated below per year. Said payment shall be made after the staff member has established satisfactory completion of the course requirements. It shall be necessary for said secretary to submit a voucher for payment. A voucher submitted by the 25th of the month will be paid within thirty (30) days.

For 1987-1988: \$163 per year
For 1988-1989: 177 per year
For 1989-1990: 192 per year.

5. The following stipend shall be granted for attainment of credits in accordance with these provisions.

a. 1st Level - 9 Credits

Anyone who achieves this level will be paid \$100.00 per year above his/her step on the salary guide.

b. 2nd Level - 30 Credits

Anyone who achieves this level will be paid \$200.00 per year above his/her step on the salary guide.

c. 3rd Level - 64 Credits

Anyone who achieves this level will be paid \$350.00 per year above his/her step on the salary guide.

SECTION THREE - SECRETARIAL AND CLERICAL

ARTICLE XXI

PROFESSIONAL AND INSERVICE DAYS

Professional support staff, upon written request to the Superintendent, via the Principal, and at the discretion of the Superintendent, may be granted time off with pay, but without reimbursement of expenses for the purpose of professional improvement.

Professional support staff shall be entitled to a total of two (2) one-half (1/2) days per year for in-service training. The half-days shall be scheduled to coincide with the professional days of the professional staff. The program shall be organized by the Superintendent of Schools.

SECTION THREE - SECRETARIAL AND CLERICAL

ARTICLE XXII

EVALUATIONS

Each professional support staff employee shall be evaluated at least once each year no later than April 30. Employees shall have the right to respond to said evaluation report. A copy of the response shall be signed by the evaluator and the employee and said response shall be attached to each copy of the evaluation form. Employees shall be given a copy of any evaluation report not later than seven (7) days after it is made.

SECTION THREE - SECRETARIAL AND CLERICAL
ARTICLE XXIII
UNPAID LEAVES OF ABSENCES

- A. Due to a medical disability which is substantiated by a certificate from a medical doctor, a professional support staff employee shall be granted an extended leave of absence without pay. During the period of the personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. During such time of medical disability leave, said employee shall be covered by existing health insurance and benefits.
1. The Board retains the right to place an employee on medical leave for any one of the following reasons:
 - a. Whenever the employee's physical condition adversely affects ability to continue to provide effective work.
 - b. The physical condition or capacity is such that the employee's health would be impaired if permitted to continue working, and if:
 - (1) the employee fails to produce a certificate from a medical doctor stating that said employee is medically able to continue working, or
 - (2) the Board of Education's physician and the physician agree that said employee cannot continue to work, or
 - (3) following any difference of medical opinion between the Board's physician and the employee's physician the Board requests expert consultation in which case a medical society shall appoint an impartial third physician whose opinion shall be conclusive and binding for the issue of medical capacity to continue to work. The "reasonable, usual, and customary" fee for such third opinion and any required examination by an impartial third physician under this paragraph shall be paid by the Board.
 2. When the seeking of an extended leave of absence for medical disability can be anticipated, an employee shall file a written request for such leave with the Superintendent ninety (90) or more calendar days prior to the effective date of such leave, or, within seven (7) calendar days from the time the employee knew of the necessity of taking the medical disability leave. Said request shall indicate the anticipated date on which the said leave is to terminate (if able to ascertain within reason). Written request shall indicate the anticipated plans of the employee upon termination of the medical disability leave as to returning to work, resigning, retiring, or applying for another type of leave.

3. The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained. An employee returning from a medical disability leave shall be entitled to all benefits to which said employee was entitled at the time leave commenced.
 4. No tenured or nontenured employee shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery time. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any employee to produce a certificate from a physician showing that said employee is capable of working provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph A-1-b-(3), of this Article.
 5. Nothing herein contained shall be construed to require the Board to grant tenure to any nontenured employee who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any nontenured employee who would not have been offered such a contract in the absence of this provision.
- B. An employee may make application to the Board for a child rearing leave of absence without pay for a period of up to one year. Said application shall be made to the Superintendent ninety (90) or more calendar days prior to the commencement of the child rearing leave. The ninety day advance notice requirement shall be waived in the event such notice is impossible (e.g., adoption with short notice).
- C. The exact dates of medical disability and/or child rearing leaves will be arranged in consideration of both need and administrative feasibility. The Board reserves the right to regulate the commencement and termination dates of such leaves in order to preserve educational continuity and such regulation may result in the period of leave being longer or shorter than one year. However, no leave shall be lengthened pursuant to this paragraph so as to preclude an employee from acquiring tenure.

SECTION THREE - SECRETARIAL AND CLERICAL EMPLOYEES

ARTICLE XXIV
RETIREMENT BENEFIT

A retirement benefit shall be granted to all professional support staff retiring after ten (10) years of continuous service in the Marlboro Township School District in an amount equivalent to one (1) month's salary provided that said employees meet the following conditions:

- A. That they are members of a New Jersey State plan that provides a pension based on their school district employment.
- B. That they have applied for and received approval for retirement benefits from said plan.

SECTION FOUR - LIBRARY AND INSTRUCTIONAL ASSISTANTS

ARTICLE XXV

WORK YEAR AND WORKDAY

- A. The calendar and hours of work shall be established by the Board. The number of workdays shall not exceed the number of workdays for teachers.
- B. It shall be understood that all Library Assistants and Instructional Assistants shall work a full day whenever the school calendar mandates the attendance of the teaching staff.
- C. Six (6) hour per day assistants, or those working in excess thereof will be entitled to one twenty (20) minute break per day as assigned by the Immediate Supervisor.

Assistants working at least four (4) hours per day, but less than six (6) hours per day will be entitled to one ten (10) minute break per day as assigned by the Immediate Supervisor.

SECTION FOUR - LIBRARY AND INSTRUCTIONAL ASSISTANTS

ARTICLE XXVI

WAGES AND COMPENSATION

- A. The salary of each assistant covered by this Agreement is set forth in Schedule "E" which is attached hereto and made a part hereof.
- B. The District will grant up to the amount indicated below per assistant per year for job related course work with the prior approval of the Superintendent of Schools. Said payment shall be made after the assistant has established satisfactory completion of the course requirements. It shall be necessary for said assistant to submit a voucher for payment. A voucher submitted by the 25th of the month will be paid within thirty (30) days.

For 1987-1988: \$81
For 1988-1989: 88
For 1989-1990: 96.

- C. Assistants may attend courses held in the District on Teachers Professional Days.

SECTION FOUR - LIBRARY AND INSTRUCTIONAL ASSISTANTS

ARTICLE XXVII

PAID LEAVE

- A. PERSONAL LEAVE
 - 1. An allowance of up to four (4) days leave shall be granted for personal matters for employees scheduled to work four (4) or more hours each student day. Written requests shall be submitted for approval three (3) days in advance of the date requested through

the employee's immediate supervisor to the Superintendent. The three day notice requirement shall be waived in emergent matters. This allowance with prior approval may be granted for any of the following reasons:

- a. Court Subpoena.
 - b. Marriage of employee or marriage in the immediate family.
 - c. Recognition of a Religious Holiday.
 - d. Personal business which cannot be handled outside of school hours. The application form for leave made pursuant to this sub-section shall not require the employee to specify the nature of the personal business, but shall simply require the employee to indicate that the leave is being applied for pursuant to this sub-section..
 - e. Any other emergency or urgent reason approved by the Superintendent.
2. Personal leave days shall not be granted before or after holiday periods, or on the first or last day of school, or on a Monday or Friday except in cases of emergency as approved by the Superintendent of Schools. Personal leave days requested for a Monday or Friday will be granted only for a court subpoena, marriage, religious holiday or urgent reason approved by the Superintendent of Schools. One of the four (4) personal leave days shall not be subject to the Monday or Friday restriction.

SECTION FOUR - LIBRARY AND INSTRUCTIONAL ASSISTANTS
ARTICLE XXVIII
LONG TERM LEAVES

Assistants may apply and the Board may at its discretion grant, without pay, a leave of absence for the balance of the school year in which the assistant is actually working.

SECTION FOUR - LIBRARY AND INSTRUCTIONAL ASSISTANTS
ARTICLE XXIX
EVALUATIONS

Each assistant shall be evaluated in writing at least once a year. All evaluations shall be made in conference with the assistant. Probationary assistants must have an additional evaluation prior to the expiration of the probationary period.

ARTICLE XXX
DURATION OF AGREEMENT

- A. This Agreement shall become effective on July 1, 1987 and shall continue in effect until June 30, 1990.
- B. This Agreement shall not be extended orally, and it is expressly agreed that it shall expire on its expiration date.

IN WITNESS WHEREOF, the Association has caused these presents to be signed by its President and Secretary and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed all on the day and year first above written.

MARLBORO TOWNSHIP BOARD OF EDUCATION

ATTEST:

By: Berney King
President

Janet King
Secretary

MARLBORO TOWNSHIP EDUCATION ASSOCIATION

ATTEST:

By: Wanda Karlik
President

K. Joyce Williams
Secretary

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SALARY SCHEDULE FOOTNOTES

An employee must be employed for one-half year in order to be eligible for a salary increment. For ten month employees one-half year shall be five months; for twelve month employees one-half year shall be six months.

SCHEDULE A - TEACHERS' SALARY GUIDE FOR 1987-1988

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	\$19,969	\$20,869	\$21,469	\$22,669
2	20,469	21,369	21,969	23,169
3	21,114	22,014	22,614	23,814
4	21,437	22,337	22,937	24,137
5	22,509	23,409	24,009	25,209
6	23,333	24,233	24,833	26,033
7	24,207	25,107	25,707	26,907
8	25,094	25,994	26,594	27,794
9	26,032	26,932	27,532	28,732
10	27,039	27,939	28,539	29,739
11	28,134	29,034	29,634	30,834
12	29,319	30,219	30,819	32,019
13	31,187	32,087	32,687	33,887
14	33,987	34,887	35,487	36,687
15	35,387	36,287	36,887	38,087

LONGEVITY PAY:

The annual salary rate of each teacher who has completed fifteen (15) or sixteen (16) years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by \$500.

The annual salary rate of each teacher who has completed seventeen (17) or more years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by \$1,000.

Credit for district service shall accrue from the last date of hire except that no credit shall be granted for time on unpaid leave. Credit for service preceeding an unpaid leave of absence shall be restored upon return to active employment.

SCHEDULE A - Teacher's Salary Guide - FOR 1988-1989

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	\$21,508	\$22,458	\$23,058	\$24,258
2	22,008	22,958	23,558	24,758
3	22,508	23,458	24,058	25,258
4	23,153	24,103	24,703	25,903
5	23,476	24,426	25,026	26,226
6	24,548	25,498	26,098	27,298
7	25,372	26,322	26,922	28,122
8	26,246	27,196	27,796	28,996
9	27,133	28,083	28,683	29,883
10	28,121	29,071	29,671	30,871
11	29,128	30,078	30,678	31,878
12	31,026	31,976	32,576	33,776
13	33,026	33,976	34,576	35,776
14	35,126	36,076	36,676	37,876
15	37,626	38,576	39,176	40,376

LONGEVITY PAY:

The annual salary rate of each teacher who has completed fifteen (15) or sixteen (16) years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by \$500.

The annual salary rate of each teacher who has completed seventeen (17) or more years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by \$1,000.

Credit for district service shall accrue from the last date of hire except that no credit shall be granted for time on unpaid leave. Credit for service preceeding an unpaid leave of absence shall be restored upon return to active employment.

SCHEDULE A - TEACHERS' SALARY GUIDE FOR 1989-1990

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	\$23,091	\$24,066	\$24,666	\$25,866
2	23,591	24,566	25,166	26,366
3	24,091	25,066	25,666	26,866
4	24,591	25,566	26,166	27,366
5	25,236	26,211	26,811	28,011
6	25,559	26,534	27,134	28,334
7	26,631	27,606	28,206	29,406
8	27,455	28,430	29,030	30,230
9	28,329	29,304	29,904	31,104
10	29,316	30,291	30,891	32,091
11	31,059	32,034	32,634	33,834
12	33,059	34,034	34,634	35,834
13	35,059	36,034	36,634	37,834
14	37,159	38,134	38,734	39,934
15	39,559	40,534	41,134	42,334

LONGEVITY PAY:

The annual salary rate of each teacher who has completed fifteen (15) or sixteen (16) years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by \$500.

The annual salary rate of each teacher who has completed seventeen (17) or more years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by \$1,300.

Credit for district service shall accrue from the last date of hire except that no credit shall be granted for time on unpaid leave. Credit for service preceeding an unpaid leave of absence shall be restored upon return to active employment.

SCHEDULE B - PSYCHOLOGISTS' SALARY GUIDES

	<u>Step</u>	<u>Certified and/or MA</u>	<u>MA+30 Ph.D./Ed.D.</u>
1987/88	1	\$24,666	\$28,000
	2	26,130	29,464
	3	27,595	30,929
	4	29,059	32,393
	5	30,523	33,857
	6	31,988	35,321
	7	33,396	36,730
	8	34,916	38,250
	9	36,380	39,714
	10	37,845	42,411
	11	39,309	42,643
1988/89	1	26,272	30,000
	2	27,771	31,499
	3	29,270	32,998
	4	30,768	34,496
	5	32,267	35,995
	6	33,766	37,494
	7	35,265	38,993
	8	37,333	41,061
	9	38,262	41,990
	10	39,761	43,489
	11	41,260	44,988

SCHEDULE B - PSYCHOLOGISTS' SALARY GUIDE

1989/90	1	27,827	32,000
	2	29,373	33,546
	3	30,920	35,093
	4	32,466	36,639
	5	34,013	38,186
	6	35,559	39,732
	7	37,105	41,278
	8	38,652	42,825
	9	41,791	45,964
	10	42,500	46,675
	11	43,291	47,464

LONGEVITY PAY:

The annual salary rate of each psychologist who has completed fifteen (15) or sixteen (16) years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by \$500.

The annual salary rate of each psychologist who has completed seventeen (17) or more years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by \$1,000 for 1987-87 and 1988-89 and by \$1,300 for 1989-90.

Credit for district service shall accrue from the last date of hire except that no credit shall be granted for time on unpaid leave. Credit for service preceeding an unpaid leave of absence shall be restored upon return to active employment.

SCHEDULE C - TEACHERS' EXTRA-CURRICULAR ACTIVITIES SALARY GUIDES

Position: Forensics, Yearbook, Track, Soccer, Basketball,
Baseball, and Softball:

<u>Step</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1	\$ 980	\$1,061	\$1,142
2	1,166	1,261	1,367
3	1,352	1,462	1,592
4	1,620	1,662	1,817
5	1,888	1,963	2,042

Position: Newspaper, Student Council, Cheerleading, and Math Club:

<u>Step</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1	\$ 862	\$ 925	\$ 987
2	1,026	1,089	1,162
3	1,190	1,253	1,337
4	1,375	1,417	1,512
5	1,560	1,622	1,687

Position: Drama, Scenery, and Safety Patrol:

<u>Step</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1	\$ 483	\$ 517	\$ 550
2	546	591	638
3	608	666	725
4	720	740	812
5	832	865	900

SCHEULDE D - PROFESSIONAL SUPPORT STAFF SALARY GUIDES

<u>Position</u>		<u>1987-1988</u>	<u>1988-1989</u>	<u>1989-1990</u>
<u>Classification</u>				
Clerk-Typist:	Minimum:	\$12,152	\$13,367	\$14,649
	Maximum:	\$22,202	\$23,534	\$24,946
Account Clerk:	Minimum:	\$15,472	\$16,707	\$18,011
	Maximum:	\$22,578	\$23,933	\$25,369
Secretary:	Minimum:	\$14,783	\$16,136	\$17,564
	Maximum:	\$24,724	\$26,208	\$27,789
Bookkeeper:	Minimum:	\$16,142	\$17,453	\$18,836
	Maximum:	\$23,946	\$25,382	\$26,905

All Professional Support Staff employees who were so employed on September 17, 1987 shall receive salary rates for the duration of this agreement in accord with the September 17, 1987 Memorandum of Agreement unless he/she is promoted or otherwise changes his/her position classification.

A Professional Support Staff employee who is employed or promoted after September 17, 1987, or who otherwise changes her/his position classification after September 17, 1987, shall receive salary rate increases during the balance of this agreement in accord with the following:

	<u>Effective</u> <u>July 1, 1988</u>	<u>Effective</u> <u>July 1, 1989</u>
Clerk-Typist:	\$1,215	\$1,282
Account Clerk:	\$1,235	\$1,304
Secretary:	\$1,353	\$1,428
Bookkeeper:	\$1,311	\$1,386

In addition, each professional support staff employee who has satisfactorily served in the same position classification for one-half year or longer as of July 1, 1988, or July 1, 1989, and whose new salary rate is below the new maximum salary rate for his/her position classification shall also receive a salary increment equal to 4.0% of her/his prior year's salary rate effective such July 1. Provided, however, that no employee may be paid at a rate that is higher than the maximum salary rate for his/her position classification.

SCHEDULE E - SALARY GUIDES

FOR LIBRARY ASSISTANTS AND INSTRUCTIONAL ASSISTANTS

	<u>1987-1988</u>	<u>1988-1989</u>	<u>1989-1990</u>
Full Rate:	\$7.32/hr.	\$8.00/hr.	\$8.62/hr.
Probationary Rate:	\$6.57/hr.	\$7.25/hr.	\$7.87/hr.

The probationary rate shall apply for the employee's first full year of service.

Employee "A"

Sick Days

	<u>Number of \$15.00 days</u>	<u>Number of \$50.00 Days</u>	<u>Number of Other Days</u>
Balance 6/30/85:	100.0	N/A	N/A
Earned 9/1/85:	0.0	+12.0	N/A
Used 85/86 (7.0 days):	0.0	-7.0	N/A
Balance 6/30/86:	<u>100.0</u>	<u>5.0</u>	N/A
Earned 9/1/86:	0.0	+12.0	N/A
Used 86/87 (4.0 days):	0.0	-4.0	N/A
Balance 6/30/87:	<u>100.0</u>	<u>13.0</u>	N/A
Earned 9/1/87:	0.0	0.0	+12.0
Used 1987/88 (9.0 days):	0.0	0.0	-9.0
Balance 6/30/88:	<u>100.0</u>	<u>13.0</u>	<u>3.0</u>
Earned 9/1/88:	0.0	0.0	+12.0
Used 1988/89:	0.0	0.0	-5.0
Balance:	<u>100.0</u>	<u>13.0</u>	<u>10.0</u>
Earned 9/1/89:	0.0	0.0	+12.0
Used 1989/90:	0.0	0.0	-3.0
Balance 6/30:	<u>100.0</u>	<u>13.0</u>	<u>19.0</u>
Earned 9/1/90:	0.0	0.0	+12.0
Used 90/91 (3 days*):	0.0	0.0	-3.0
Balance 6/30/91:	<u>100.0</u>	<u>13.0</u>	<u>28.0</u>

*11/15
Please staple
Note on card
attach to
outgoing file*

Due upon retirement: 100.0 days X \$15.00 = \$1,500.00
 + 13.0 days X \$50.00 = 650.00
\$2,150.00

Less days absent as casual absence in final year of employment: 3 sick leave days
 + 4 personal leave days
7 days X \$100 = - 700.00
 Balance Due: \$1,450.00

* All casual absences.

Employee "B"Sick Days

	<u>Number of \$15.00 days</u>	<u>Number of \$50.00 Days</u>	<u>Number of Other Days</u>
Balance 6/30/85:	100.0	N/A	N/A
Earned 9/1/85:	0.0	+12.0	N/A
Used 85/86 (7.0 days):	0.0	-7.0	N/A
Balance 6/30/86:	<u>100.0</u>	<u>5.0</u>	N/A
Earned 9/1/86:	0.0	+12.0	N/A
Used 86/87 (4.0 days):	0.0	-4.0	N/A
Balance 6/30/87:	<u>100.0</u>	<u>13.0</u>	N/A
Earned 9/1/87:	0.0	0.0	+12.0
Used 1987/88 (9.0 days):	0.0	0.0	-9.0
Balance 6/30/88:	<u>100.0</u>	<u>13.0</u>	<u>3.0</u>
Earned 9/1/88:	0.0	0.0	+12.0
Used 1988/1989 (18.0 days):	0.0	-3.0	-15.0
Balance 6/30/89:	<u>100.0</u>	<u>10.0</u>	<u>0.0</u>
Earned 9/1/89:	0.0	0.0	+12.0
Used 1989/90 (3.0 days):	0.0	0.0	-3.0
Balance 6/30/90:	<u>100.0</u>	<u>10.0</u>	<u>9.0</u>
Earned 9/1/90:	0.0	0.0	+12.0
Used 90/91 (3 days*):	0.0	0.0	-3.0
Balance 6/30/91:	<u>100.0</u>	<u>10.0</u>	<u>18.0</u>

Due upon retirement: 100.0 days X \$15.00 = \$1,500.00
+ 10.0 days X \$50.00 = 500.00
\$2,000.00

Less days absent as casual absence in final
year of employment: 3 sick leave days
+ 4 personal leave days
7 days X \$100 = - 700.00
Balance Due: \$1,300.00

* All casual absences.

Employee "C"

	<u>Sick Days</u>		
	<u>Number of \$15.00 days</u>	<u>Number of \$50.00 Days</u>	<u>Number of Other Days</u>
Balance 6/30/85:	100.0	N/A	N/A
Earned 9/1/85:	0.0	+12.0	N/A
Used 85/86 (7.0 days):	0.0	-7.0	N/A
Balance 6/30/86:	<u>100.0</u>	<u>5.0</u>	N/A
Earned 9/1/86:	0.0	+12.0	N/A
Used 86/87 (4.0 days):	0.0	-4.0	N/A
Balance 6/30/87:	<u>100.0</u>	<u>13.0</u>	N/A
Earned 9/1/87:	0.0	0.0	+12.0
Used 1987/88 (9.0 days):	0.0	0.0	-9.0
Balance 6/30/88:	<u>100.0</u>	<u>13.0</u>	<u>3.0</u>
Earned 9/1/88:	0.0	0.0	+12.0
Used 1988/1989 (38.0 days):	-10.0	-13.0	-15.0
Balance 6/30/89:	<u>90.0</u>	<u>0.0</u>	<u>0.0</u>
Earned 9/1/89:	0.0	0.0	+12.0
Used 1989/90 (2.0 days):	0.0	0.0	-3.0
Balance 6/30/90:	<u>90.0</u>	<u>0.0</u>	<u>9.0</u>
Earned 9/1/90:	0.0	0.0	+12.0
Used 90/91 (11 days*):	0.0	0.0	-11.0
Balance 6/30/91:	<u>90.0</u>	<u>0.0</u>	<u>10.0</u>

Due upon retirement: 90.0 days X \$15.00 = \$1,350.00

Less days absent as casual absence in final
year of employment: 11 sick leave days

+ 4 personal leave days
15 days X \$100 =

Balance Due: -1,500.00
\$ 0.00

* All casual absences.

Employee "D"

Sick Days

	<u>Number of \$15.00 days</u>	<u>Number of \$50.00 Days</u>	<u>Number of Other Days</u>
Balance 6/30/85:	100.0	N/A	N/A
Earned 9/1/85:	0.0	+12.0	N/A
Used 85/86 (7.0 days):	0.0	-7.0	N/A
Balance 6/30/86:	<u>100.0</u>	<u>5.0</u>	N/A
Earned 9/1/86:	0.0	+12.0	N/A
Used 86/87 (4.0 days):	0.0	-4.0	N/A
Balance 6/30/87:	<u>100.0</u>	<u>13.0</u>	N/A
Earned 9/1/87:	0.0	0.0	+12.0
Used 1987/88 (9.0 days):	0.0	0.0	-9.0
Balance 6/30/88:	<u>100.0</u>	<u>13.0</u>	<u>3.0</u>
Earned 9/1/88:	0.0	0.0	+12.0
Used 1988/1989 (5.0 days):	0.0	0.0	-5.0
Balance 6/30/89:	<u>100.0</u>	<u>13.0</u>	<u>10.0</u>
Earned 9/1/89:	0.0	0.0	+12.0
Used 1989/90 (3.0 days):	0.0	0.0	-3.0
Balance 6/30/90:	<u>100.0</u>	<u>13.0</u>	<u>19.0</u>
Earned 9/1/90:	0.0	0.0	+12.0
Used 90/91 (29.0 days*):	0.0	0.0	-29.0
Balance 6/30/91:	<u>100.0</u>	<u>13.0</u>	<u>2.0</u>

Due upon retirement: 100.0 days X \$15.00 = \$1,500.00
+ 13.0 days X \$50.00 = 650.00
\$2,150.00

Less days absent as casual absence in final
year of employment: 17 sick leave days
+ 4 personal leave days
21 days X \$100 = -2,100.00
Balance Due: \$ 50.00

* Only 17 were casual absences.

Marlboro Township Board of Education

1980 TOWNSHIP DRIVE

MARLBORO, N. J. 07746

(201) 972-2010

BARRY KING
PRESIDENT

JOHN A. DUGAN
SECRETARY-BUSINESS ADMINISTRATOR

PAUL E. MCGEEHAN
VICE-PRESIDENT

FRANK DEFINO
SUPERINTENDENT OF SCHOOLS

WILLIAM J. BOTWINICK
AMY DANISH
GLORIA FISCHKIN
HERBERT LICHTER
CAROL MAJONIS
JEANNETTE MISTRETTA
CAROL J. STERN

MTEA CONTRACT -- 1987-1990

SUBJECT: Side Bar 3

The following examples indicate how the vested "pay for unused sick leave" benefit will be handled pursuant to "Side Bar Number 3" from the agreement between the Marlboro Board of Education and the Marlboro Education Association for the period July 1, 1985 through June 30, 1987. In these four examples the teacher will terminate effective July 1, 1990 and will have qualified for pay for unused sick leave upon termination of employment by having served the district for four or more years and by having vested \$15.00 and/or \$50.00 days accrued as of June 30, 1987.

MARLBORO TOWNSHIP BOARD OF EDUCATION

ATTEST:

By: Barry King

President

John A. Dugan
Secretary

MARLBORO TOWNSHIP EDUCATION ASSOCIATION

ATTEST:

By: Wanda Karlik

President

K. Joyce Williams
Secretary

ANALYSIS TAPE OF
 CONTRACT
 BETWEEN
MARLBORO TOWNSHIP
EDUCATION ASSOCIATION

AND

MARLBORO TOWNSHIP (Employer)
BOARD OF EDUCATION

11/15
 Made Tape
 Title Information
 12/2/87

X July 1, 1987 - June 30, 1990

Good day, my name is Kurt Weary, Director of Labor Relations for the New Jersey School Boards Association.

You have submitted a contract or contracts to the Labor Relations Dept. of the NJSBA in order to obtain this tape cassette analysis. Before we analyze the agreement you have submitted, I would like to make a few general comments.

Page 1 - Preamble and Witnesseth provisions are standard opening language.

Under Article I, Recognition, which is the first substitute provision, in general my preference is for the parties to be as specific as possible, both as to who is going to be included in the bargaining unit and who is going to be excluded from the bargaining unit. I find it saves a lot of unnecessary litigation down the road as to who was and who was not supposed to be included.

In the language under Section A - employees to be covered are regular part-time or full time certified and clerical personnel employed by the Board, excluding all executive, administrative, confidential, custodial and cafeteria workers.

Just two other categories which come to mind which you may want to consider are substitutes and summer school employees. Are either of those included or clearly understood to be excluded.

Under Section B the language is fairly typical. General definitions to exclude classifications of employees i.e. the term which refers to all employees represented by the Association of the unit. One word of caution - you have part time employees and if you just use the term "teachers" when referring to a specific benefit and you never intended to give part time employees that benefit, you could become obligated under such general terminology as "teachers" as giving or providing a certain level of benefit to all part time employees that you did not intend. Another example - you have a prep time provision and you just use the general term "teachers" referring to all professionally certified, under such circumstances boards have been obligated to provide nurses with prep time even though they are not teachers. You have to be very careful - where you have certain groups of employees or classifications of employees that you specifically want excluded, make sure you specifically exclude them or the language of B may obligate you to provide a benefit you never intended.

Under Article II, Section A - Negotiation Procedure- the first comment deals with the phrase "The parties agree that, provided the Association is still the majority representative," I think this is correct language, but I think this is more in keeping with the letter of the law. With respect to the dates for submitting proposals for negotiations for the successor agreement and beginning negotiations for successor agreement, which is respectively April 1st and May 1st, 1987, by law you must begin negotiations 120 days prior to your budget, which basically would be the December before your contract would expire, and the dates agreed to here are considerably later than that, but it is better if you are going to set dates that are more realistic in terms of amount of time needed to reach a new agreement. The longer you are at the negotiations table the more likely you will give something away.

The language of B "The Board agrees to provide the Association with the same budget information it gives to the County Superintendent of Schools at the same time and in the same format." My understanding of that is the information that is supplied to the County Superintendent tends to be rather short and not terribly in-depth, so in that sense the language of B is fine. My understanding is he would get the information prior to the budget being approved, so in that sense you may be providing the Association with information in advance of the public having access to it, and basically what the law provides is that you have to provide the Association with any information the public is going to get in that sense that B would provide them with that information before it is finalized, I might have some concerns about that. Basically, how I would view B is I would try to get a consensus if it created any problems in the past.

I would have the same reaction with "C." If you can avoid having mismatched salary basis going into negotiations it generally works to the advantage of both parties. A scattergram is not disadvantageous to the board.

With respect to the other items 1-6, my general sense is if it is not something made available to the public, it is not necessary to provide to the Association, particularly #6. This certainly is information the Association should have. But again, how I would view it is has it created any particular problems in the past in terms of negotiations.

Section D "Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party" is simply a restatement of the law. It does not need to be repeated in the local labor agreement.

Article III - Grievance Procedure

Section A. Definitions

Overall when we advise boards of what a definition should involve, we use the definition enunciated by the State Supreme Court involving West Windsor in 1978.

With respect to 1, A "grievance is a complaint by which an employee or employees in the negotiation unit and his/her representative may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them" the definition is fine and almost word for word duplicates West Windsor until it gets to the phrase "affecting them," and what we recommend and what the court stated was "affecting terms and conditions of employment" which is a little bit more specific than the general term "them."

With respect to A, B and C, I would ask you to look to your past history with respect to grievances as to whether it has created any problems. The restrictions specified in A, B and C typically would be restrictions which we would find in a contract in the arbitration provision i.e. any matter under A, B and C, could not go to arbitration. Here you have been a little bit more restrictive as such matters would not be able to be grieved through the negotiated grievance procedure.

Section A, 2.- I see no problems. It seems you are being a little bit more specific as to what the term principal should mean in the sense it provides further explanation - it is to the board's advantage, as well as the Association's and should be retained.

B. Principles.

1. Time limits for filing a grievance - The contract specifies that a grievance to be considered under this procedure should be presented not later than 15 work days after the occurrence of the grievance - excellent language - the 15 day time limit is reasonable. I should caution you if the issue came before arbitration on a timeliness consideration, it is quite possible that they might apply a more liberal standard in the sense that not only 15 work days after the occurrence of the grievance, but within 15 days of when the grievant could have reasonably known about the issue which gave rise so they may try to apply a more liberal standard to try to get to the ruling of the merits of the grievance.

B.2. - The intent here to try to speed up the process to get a resolution before the end of the school year is admirable; one

word of caution here is to maintain adequate response time for your administrators.

B.3. - The limitation on appropriate number of representatives is reasonable. In most instances I don't think it is something that would be exceeded. I think it is not overly restrictive to specify three.

Steps One and Two - I can see the advantage to having another observer present at such meetings, on the other hand I can also see it can be in some instances viewed as undercutting the supervisor who is conducting the meeting. But, if it has worked well for the board, it is something they definitely would want to retain.

In either event, the grievant shall be present at all steps of the grievance procedure. This is an admirable goal and should be encouraged, thus I like the contract language.

B.4. - I have the same problem with this language. This is something that is within the law. It would be a violation of 5.4A3 if the board or administration took any disciplinary action against someone for utilizing the grievance procedure. It is in the law, it does not need to be in the local labor agreement.

B.5. - Language makes sense.

C. Procedure

1. Step One:

a. The reference to informal resolution I think is fine. The best resolution is one that never becomes a formal grievance.

The most important point I want to make about Step One and perhaps it carries over to Step Two - at the first formal step of the grievance procedure or certainly no later than the Superintendent level, you need to have something which requires the grievant to specifically identify what provision, what administration, what decision, what board policy is being grieved and what remedy they are seeking. This information is important to the board for two reasons: 1- It may be that what is really bothering the grievant is not actually what is being grieved. Sometimes that can lead to a resolution of the situation. 2. You want to discourage changing of the grievance between its initial filing and what comes before the board or more importantly goes on to arbitration. What commonly happens is that as a grievant proceeds through the various levels of the grievance procedure, sometimes the grievance becomes modified after hearing responses of the Principal, Superintendent or the Board. Ultimately what the Board rules on is what was initially

filed, not something that has been modified perhaps to insure a greater chance of success before an arbitrator or before the board, so I think requesting more specifics on the grievance is necessary.

C.2. Step Two - The only comment here is it doesn't appear that there is no provision for the grievance carrying on if the Principal fails to respond within the time limits. It may not be an issue, but it appears to be missing from that section.

C.3. Step Three - Essentially this is the board level where they are going to request a hearing with the board or a representative or representatives which shall consist of one or more persons designated by the board which shall not include the Superintendent of Schools. This is OK assuming the board has been briefed by the Superintendent and has gotten his input as to the grievance.

3. Step Three b. - It says here that a grievant can have its representatives and the board and its representatives shall meet and attempt to resolve the grievance within 10 working days following the date the grievance was filed. Is the 10 working days sufficient for getting board members or other people together to hear the grievance? If it has not presented a problem and in the interest of speedy resolution, you can maintain the 10 days, but if the 10 days has created any problem in getting the board together, you should seek a modification.

C.4. Step Four - Section a. The key element here is the grievance that is proceeding on to arbitration must only involve the interpretation or application of the contract. It cannot involve board policy or administrative decisions. The crucial distinction is if you have binding arbitration, because arbitrators are experts in application of contract language, they are not experts in your district's board policy or in your needs in terms of local administrative decisions, so the distinction here is recognized by the drafting of language, and I would even make it more explicit in the sense of the interpretation or application of the expressed written terms of this contract; but I think the language you have here obviously protects your interest. In the sentence "If the MTEA decides the grievance is meritorious, it may submit the grievance to arbitration," in theory I think this language is fine, but it is based upon the assumption the local Association is responsible. Sometimes if you have a responsible local Association they can sometimes cut off frivolous grievances from proceeding on to arbitration. It can, therefore, work to the board's advantage to have a local Association have veto power over what goes on to arbitration.

Step Four b. - In reality, as management you act and the union reacts. Practically I don't think it is ever going to be something which will be important to the Board.

Step Four c. - This is an important restriction on the arbitrator's authority that the board wants to retain.

Step Four d. Standard language regarding selection of an arbitrator. I have no problem with that.

Step Four e. - Regarding the requirement that the arbitrator issue his decision not later than 20 work days from the close of hearings, I was curious as to what your experience may be whether the arbitrators have honored the provision.

Step Four f. - Standard language.

D. Miscellaneous. - The language of 1, 2 and 3 is standard and I have no problems with it. If any of these aspects have created any problems you may want to seek changes, but they appear on face to be pretty standard and procedural.

Article IV - Employee Rights

A. The entire paragraph is a paraphrase of the law - the law enumerates all of the rights here, but makes reference to employee having the right to organize, join and support an employee organization, not just the Association. It is not necessary as rights exist under the law and need not be extended in the local labor agreement; but the likelihood of getting it deleted is probably slim or none as it puts the Board in the position of depriving employees of these basic rights. It probably won't present any problems, but it is something that is largely unnecessary.

B. I have problems with this being in a local labor agreement; in part because it can well come under the purview of an arbitrator who certainly is not an expert in federal law or constitutional law and I have a problem with an arbitrator having authority over such issues.

C. No problems with that.

D. Essentially the language of D is an extension of 18A 25-7 which in statute provides this right to teaching staff members. Even though there are additional personnel contained under this contract it is probably largely unnecessary as I think this situation for clerical employees would fall under the Weingarten standard, i.e. if they are called to a meeting where discipline

could result they are entitled to representation.

E. The comment here again would be if it did not present any problems before, it is probably no big deal, other than it would seem the matter would be more appropriate in board policy.

F. Without question the Board has the ultimate right to determine grades and grading policy within the school district to the extent that this language would undermine that right and I would refer to the reference to "primary right and responsibility;" I would hold it to be illegal. You can assess whether it would be a big issue or not, but I suspect if it went before PERC there is a good chance it would be ruled to be illegal because it could be read as an infringement upon the board's rights to determine grade and grading policy.

G. In theory I have no problems with this, if it hasn't created any problems in the past.

Article V - Association Rights and Privileges

A. In general this language probably won't present any problems in the sense it makes reference to public information and does provide that no work papers would be included. I am a little bit concerned about the use of rather vague terminology such as "which the Association usually requires," but overall it seems to be largely redundant with Article II, Section C and I would suggest that perhaps the Board review both the Articles and come up with a proposal for a single statement as to what is going to be provided by way of access to public information.

B. Making reference to the NJEA and the NEA being able to do business on school property, it would appear that the language in B would provide the board with sufficient control with respect to reasonable times, not interfering with normal school operations, compliance with rules and regulations regarding visitors. I would also add, if there has been any problems or disruptions in the past created by visitation of representatives, you may want to reevaluate this language and perhaps come up with something more restrictive.

C. I would prepare to see a specific statement making reference to either the permission of the Building Principal or the Superintendent being needed prior to use of school buildings. That may in fact be the practice and the reference through application through normal channels may include that, but should it ever be necessary to deny use and that matter was grieved and went to arbitration I think the Board would stand in much better stead if it had specific language requiring the permission of the

Building Principal or Superintendent.

D. I would likewise make the same comment. I think the stipulation with respect to qualified operators is correct, but again I would like to see a specific statement that the use of such equipment requires specific permission by the Building Principals or the Superintendent.

E. In concept I have no problems with this.

F. There is one restriction to the language under F - that is during the contract's open period a competing union would have to have equal access to district employees and to the extent that the language of F could be read to deny that right, then I think you would have problems with the law.

G. It makes reference to the Association's right to use existing inter-school mail facilities and school mail boxes as it deems necessary and without approval. Aside from whether it would be wise to permit the Association use without approval, there is also a case pending involving the U.S. Postal Service and the NEA; it seems the issue centers on whether an employer could grant essentially free mail service to a union. I don't believe there is a determination in that case yet, but it could certainly affect the legality of Section G. It is something you may want your school attorney to take a look at and keep you up to date on.

Sections H & J - Deals with benefits for the Association President. This is something ultimately the Board has to decide - what benefits, if any, it is going to grant along those lines, but certainly something which you may want to remind the Association, these are benefits that the Board has provided right along.

I - When any representative of the Association or any employee participates during working hours in negotiations with the Board, he shall suffer no loss in pay. I would suggest the insertion of an employee "mutually scheduled" to participate during working hours in negotiation for grievance proceedings.

K - Makes reference to an agency shop provision. I am going to hold my comments on Section K until the analysis of the Side Bar Agreement at the end of this contract.

Article VI - Working Hours

1. Professional Employees

A. Section A is a "goal statement." I think this language tends

to work in the favor of the Board, I certainly would not suggest deleting it.

B.1. - Working hours is one section of the contract where it does not work to the advantage of the Board to be as specific as possible, in the sense here where you have defined overall a 7 hour work day, it is much more preferable than stating the work day shall begin at 8:45 a.m. and end at 3:12 p.m. What you are obviously trying to do is maintain as much flexibility as possible.

B.2. You want to avoid any restriction, if possible, but what you need to do is check with your administrators to see if this particular language has created any difficulties, if the amount of time is sufficient, if not you will have to look into negotiating a change.

C. You have to look at it as to how it has worked in the past to determine if any changes are necessary.

D. Refers to guaranteed prep time per day. Generally I think districts are better off if they can avoid guaranteeing prep time. If you are going to guarantee prep time, I think it is better to do it in weekly blocks rather than daily blocks as it provides your administrators with much more flexibility. You need to check with your administrators to find out how restrictive D has been. You may consider if you get a proposal from the Association to increase prep time you may tie that to doing it in weekly blocks rather than daily.

E. Given the Board's right, under the law, to manage the school's system, I don't know that a general statement as "E" provides the Board with much, but it certainly doesn't hurt and I would suggest retaining it.

Sections F, G & H - They don't seem to be terribly restrictive, but these are clauses where you have to talk to your administrators, seek their input, see how this language has operated on a day to day basis in the school district. If it has not created any administrative problems, fine, but if it has placed some difficult restrictions on administrators, then by all means seek to remove those restrictions through next turn of negotiations.

II. Professional Support Staff

A. What you specify here is an overall block of time, 7½ hours, and for the reasons I cited under Section I B., this is better than specific beginning and ending times, so definitely the

language of A here should be retained.

As of April 15, 1986, non teaching school employees came under the Fair Labor Standards Act, which among other things, provides time and a half after a forty hour week and/or compensation time at the same rate. If you have any other questions about how the FLSA Act may impact upon your support staff employees, I would suggest you contact the Labor Relations Dept. and we can address your specific questions at that time.

B. You have specified exact starting and ending times and, as I have indicated before, that is less preferable, but again in the second paragraph "during the balance of the school year the starting and ending time shall be fixed by the immediate Administrative Supervisor and approved in writing by the Superintendent of Schools and certainly this is excellent language which for the overwhelming amount of time during the year would provide a great deal of flexibility for the Board and for the Administration so I think the language of B would work to the Board's favor.

C. Provides that where support staff are required to work when schools are closed for an emergency they should be paid at time and a half or comp time - You would need to look at what would constitute an emergency which would close schools, the most likely would be inclement weather, and under such circumstances whether you would want to be paying people at time and a half. I think that is how you should review this particular revision; you may also want to check with other districts to see if they provide for similar type payment under similar circumstances.

D. Provides the school calendar shall be applicable to all support staff during the pupil school year. Basically during the school year when schools would be closed according to the calendar the professional support staff would not work. Again with respect to this provision I would suggest you check to see if it is comparable to what other comparable districts provide and perhaps also municipalities. Know where you stand going into negotiations, it may well be that it is perhaps even more generous than what is provided in other comparable districts; it is an important point for you to know and perhaps bring up in negotiations.

E. Not uncommon to restrict the time when vacation can be taken for 12 month employees to a time when things are the slowest for the school district and to provide adequate coverage so it makes sense having a restriction as the language in Section E and certainly the Board would want to retain that language.

F.G.H.I.&J. Basically all speaking to numbers of days provided tied to years of experience and again my advice is to get a feeling of what is provided elsewhere. Another source of information is the NJEA Producer's Book of Research Bulletins covering support staff employees to give some basis for comparing. Although that language is a year or two old and may be somewhat outdated. Establish a base of information going into negotiations, know where you stand and anticipate them proposing a more generous granting of days. Certainly if you have done your homework you will be able to respond then and not be caught off guard.

ARTICLE VII - WORK YEAR

The length of the teachers' work year beyond 180 days is negotiable. Ideally the best language would provide the Board with the complete discretion to establish the length of the work year beyond 180 days.

Something to keep in mind, if the Board is considering proposing adding days to the work year, go into negotiations with a detailed proposed list of what they intend to do with those days, why they are necessary. The same advice would go for getting additional time during the work day. If you come in with a proposal to extend the work day or to extend teacher-pupil contact time, you want to support it with information as to why you need that extra time and under those circumstances you can achieve that gain in time in the negotiations process.

ARTICLE VIII - SALARY

A. We don't analyze salary amounts - if you are interested in seeing how you stack up to other districts I would refer you to our Teacher Contract Analysis publications and you can call the Labor Department for the latest settlement rates.

In terms of \$18,500, your minimum salary as specified on guide, I would ask you to call the Department with specific questions you may have regarding funding or any other aspects of the law.

B.1 & B.2. - The language in both is excellent. It is unfortunate you have the last sentence in the contract and I would strongly encourage you to reincorporate this language into a new agreement. I can tell you, there are a lot of Boards who would kill to get such discretionary language.

B.3. - This language is fine.

B.4. - This language is fine.

B.5. - This language is fine.

B.6. - This is a right which exists under the law. In this instance I don't think it hurts to state it in the contract. I should mention that given a PERC decision involving the East Brunswick Board of Education, withholding an increment of a staff support personnel has been viewed as discipline and is arbitrable under the contract - which is something to keep in mind.

7. General pay procedures are negotiable. This is an area where I would suggest you check with your Administrators, perhaps with your Board Secretary, to see if the current procedures have created any headaches, any problems. If not, I don't see that this language is troublesome.

8. The 20¢ per mile appears to be sufficient - in fact, you may want to look to reduce it as the price of gasoline has gone down.

9. One word of caution here - in the case of post notification rift, for instance involving tenured staff, the Board could find itself liable for payment dating back to the notification date. I am somewhat leery of Boards extending that April 30th date to other employment groups for that reason.

10. This language is fine because you have retained approval by the Board.

11. The problem with the first sentence is: #1 - it is a goal statement where it doesn't say anything specific about terms and conditions; #2 - it is dealing with an illegal subject, that is who the Board intends to employ or not to employ as substitutes. That is directly a matter of management prerogative and not an issue for negotiations; therefore, I strongly urge the deletion of the first sentence.

With respect to the second sentence, it refers to compensation for regular teachers who are used as substitutes. Compensation is a negotiable subject so that portion is fine.

12. You can check to see what you pay in terms of extra curricular activities to see if it is the going rate.

13. If you are going to provide insurance benefits, I think it is extremely important for the Board to have a cap on those benefits. If you seek a cap on prescription drug coverage, I would suggest thinking in terms of putting on a cap which is far above any increase which would occur in the life of a contract, or emphasize the increased cost of insurance, which ties salaries and increases in insurance costs together, at least in that way it is evident to the teachers that because of increased costs of insurances this is money not available to be distributed across the salary guide.

14. Check around and find out if the rate of \$12.50 per hour for Supplementary and Home Instruction is the prevailing rate.

The first paragraph is a matter of management prerogative.

The language in the following paragraph troubles me; who is assigned to do a particular task is a matter for the Board to determine, not for the contract. I would suggest if it is something both parties would like to continue to adhere to, put it in policy, but get it out of the contract as it really speaks to assignments and it is illegal.

15.a. Prior approval is a qualification you want to have in any tuition reimbursement policy.

b. Good language.

c. There is no standard for successful completion, so the Board would need to ask if the teacher got a grade of C or D, would the Board really be getting its money worth in terms of paying for that course.

d. The question I have here is "Are we talking about per teacher, per year, or over the life of the 2 year agreement? That is something you may want to clean up next time around. Another question I have is with respect to books and materials, would they also be covered under this?- it doesn't really speak to that.

e. Language is very good. Regarding return service obligation, the concept is sound to expect a return on investment, I like it a lot.

16. (a) In one way this practice provides a lot of discretion to the Board, but be careful of past practice creeping into these kinds of situations, where you had always agreed to provide so much money and in another instance you agreed to provide less money, under those circumstances grievances involving past practice have gone to arbitration and sometimes Boards have lost, so be aware of that situation.

16. (b) Has the necessary restrictions.

(i) & (ii) good language.

(iii) No definition for successful completion.

(iv) A little more specific, but again that \$600 for teachers is more confusing - if it went before an arbitrator would it be read to mean per year because it is per year for support staff, or would it be read to be over 2 years because "per year" has been specifically excluded.

16. c. Further demonstrates the Board's commitment to educational attainment, something that should be reminded in negotiations.

17. A PERC provided by the Board.

18. No particular problems, but this is an issue which really doesn't belong in the contract, it seems to me it should be in policy.

19. An almost universal benefit provided by Boards. Due to increased cost of insurance, I would suggest emphasizing this in negotiations.

20. You have established a cap and it gives room for further negotiations. Please retain cap on insurance benefits.

21. You may want to check around to see what the prevailing rate is.

22. No problem with this language.

ARTICLE IX - LEAVES OF ABSENCE

A.1. Merely repeats 18A30-1 - I discourage repeating language in the statutory agreement in the local labor agreement.

A.2. The majority of districts in the State provide the minimum of 10 sick days, so again the Board has agreed to be more generous and I think it should be known in negotiations. The other factor to consider is that if you have agreed to a payment on your sick leave plan or are anticipating such a payment, obviously it could be more costly given the fact you provide more days per year.

A.3. This is fine.

A.4. Sick leave verification is a management prerogative. If you have had a problem with sick leave abuse you may want to contemplate a stricter policy. If you do, however, I would suggest you contact the Association as there has been some recent Commissioner decisions on point as to what a policy may or may not provide for in terms of sick leave verification. The application of that policy is grievable.

5. Essentially speaks to disability - basically it is unnecessary to be in the Local Labor Agreement.

6. This is fine as long as it is clear that the Board retains

a case by case description in terms of granting any extended sick leave.

7. This would appear to be redundant with Section A.2.

B. Maternity Leave

The language of Section B seems to incorporate most of the language a Board would require in the Maternity Leave Section.

One thing I might suggest where there has been a problem in some districts, is starting and ending times - In those districts they have come up with a system where a teacher would go on an unpaid leave either prior to or subsequent to the period of actual disability to eliminate a situation where the teacher was leaving one month into the school year or coming back one month into the school year.

With respect to Section 6 which speaks to Child Care Leave - child care leave is strictly a creature of the contract, there are no statutory considerations involved, so if you have any problems with child care leave you may want to contemplate more restrictive language with respect to starting and ending times, length of leave, etc.

C. Personal Leave

1. Something to be aware of is increasingly we are seeing demands and provisions negotiated into contracts which allow personal days to accumulate and be converted to sick days at the end of the year, normally for the purposes of reimbursement at retirement; so something you may want to be aware of is you may get a similar demand at negotiations.

2. The key consideration here is to define specifically which family members, relatives, etc. to which it applies. This is stated in a & b. Be aware of the possibility of the Association seeking to extend this concept to death or serious illness. It is just a little more difficult to control, i.e. which constitutes serious illness.

3.1. Six personal days is a lot of days. 3.1.d allows someone to take a day without stating the reason, simply taking it under Section d. Theoretically you could take five days in a row, put it in under this section and not have to specify what you are using those days for. I see this as a potential problem.

3.2. No problem with this language except to be careful of

establishing a past practice.

4. The language with respect to Monday or Friday is somewhat puzzling. If you apply for a day on a Monday or a Friday and you put down the reason as personal business under d, would you have to be any more specific as to what you needed that time for. If you are not required to be any more specific, then the Monday or Friday doesn't seem to be very worthwhile.

The number of restrictions which have been negotiated in here tells me you have had an abuse problem with personal days. If you are still having problems you may want to consider a different approach instead of putting on these added restrictions; you may have to come up with more specific language for d, making them state a specific reason, or just allow x number of days to be taken under d. Another possibility, but certainly something which would be harder to negotiate would be to seek an overall reduction in the number of personal days.

5. Doesn't seem to refer to personal leave, seems misplaced.

D. PROFESSIONAL DAYS.

The language here is basically fine.

E. RETIREMENT BENEFIT

A retirement benefit such as outlined here would be extremely rare in education contracts around the State and if the Board is providing such an additional benefit it is something which should be brought up and touted in negotiations.

Any insurance benefit or payment for your sick leave, while you have established this payout being equivalent to one month's salary, I would still prefer to see a dollar maximum established so the Board knows the most it could be liable for under such a system.

a & b - Just to be crystal clear about this, I would suggest you insert the term "immediate" under retirement benefits.

Some districts have established a retirement payout to encourage certain people to retire, but you may want to provide such a retirement benefit with a sunset provision, i.e. with the understanding that when this contract expires that particular benefit will die and doesn't carry over into any future agreements.

ARTICLE X - VOLUNTARY TRANSFERS AND REASSIGNMENTS

I would suggest a review by Administration of A & B to make sure there has been no problems with respect to the language. You do have a goal statement at the bottom of B, but if this is an accurate assessment I would put it in policy, it doesn't belong in the labor agreement.

ARTICLE XI - MANAGEMENT RIGHTS CLAUSE

The language in Article XI is excellent. Obviously it is in the best interests of the School Board to have a "Management Rights Clause," but more importantly what you have here is a very specific and well written clause which clearly defines the Board's authority and by all means should be retained.

ARTICLE XII - EMPLOYEE EVALUATION.

A. The second sentence seems to be overly prohibitive in using video cameras with the teacher's knowledge as a device to improve instructional techniques or as a means of reviewing performance. In terms of using technology to improve teaching performance, I think it should be available, not to be used without the teacher's knowledge, but certainly not to be prohibited.

B. The language as written in B is illegal. It limits the Board in their selection of its evaluators. It is not a proper matter for the contract.

C.D. & E. Is typical language in every Teacher's Contract. Unless you have had a problem, check with your Superintendent, I don't see any problems with C, D & E.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

A. This provision is absolutely unnecessary. The Agreement need not constitute Board policy for the Board to adhere to its provisions. Both parties are already bound by the terms of this Agreement and this is somewhat insulting to the Board.

B. Basically this is what we characterize as a separability provision. This works to the advantage of both parties.

C. A standard clause which should not present any problems.

D. I like this idea, it reflects the fact that this contract is a product of a bilateral process and in that sense the cost should be shared.

E - H. Basically procedural aspects.

I & J. Refers to procedural matters with respect to notification of clause assignment and posting of vacancies. No problem, but I would suggest that you check with the Superintendent and Administrators in terms of those dates presenting any problem.

The last sentence under J speaks to criteria for hiring and is an illegal provision. You cannot be bound in a labor agreement to giving jobs to certain teachers over others. Hiring is a basic management prerogative.

ARTICLE XIV - DURATION OF AGREEMENT

Basically the 2 year agreement is the norm around the State. You may want to take into account when your other agreements with your other groups expire and if possible stagger them so you don't have all contracts expire in one year.

SIDE BAR 1

This apparently refers to the resolution of a grievance. Without knowing the details of the grievance I would not presume to comment upon the language here.

SIDE BAR 2 - REPRESENTATION FEE

My only concern here is the defined membership year September 1st to the following August 31st. It is possible given this language it could be interpreted to permit the Association to collect agency shop fees for the previous school year. To avoid this situation the Board should insist that representation fees be deducted prospectively only beginning either July 1st or September 1st.

B. Amount of Fee

1. The amount of the fee is non negotiable - it is determined by the union, subject to appeal by the employee, but may not exceed, under the law, 85% of the regular membership dues. The language under Section 1 has no problems, but I would suggest additional language. The contract should also state that the Association will certify to the Board, prior to the start of each membership year, that the amount of the representation fee to be assessed does not exceed 85% of the dues, fees and assessments and does not include any amount of dues, fees and assessments that are:

1 - Expended for partisan, political, or other ideological activities or causes that are only incidentally related to terms and conditions of employment or

2 - Applied toward the cost of benefits available only to members of the majority representative.

B.2. - Legal Maximum

My only concern here is that it builds in an increase should the law change, essentially an "if then" clause.

C. Deduction & Transmission of Fee

1. Generally no problems with the language here.

2. There does seem to be one section missing here which the School Board's Association would recommend: Under the law their Bargaining Representative essentially provide a "demand and return system" where the employee can appeal the amount of fees being deducted. Language should be negotiated which requires the Bargaining Representative to provide evidence of the existence of a "demand and return system" to the public employer and to all non-union members before any deductions are made, so language to that effect is recommended.

3. Termination of Employment

Essentially this is saying if a non-union member leaves and has not paid the full fee under this Article, the Board will deduct that full fee prior to the employee leaving from the last paycheck. If that is the arrangement, shouldn't a similar arrangement be made for union members - that if a union member leaves that the Board will deduct that amount of union dues from the last paycheck. I suspect the Association is not keen on that type of language.

4, 5 & 6 - No specific comments here

Something which is missing here that troubles me greatly, perhaps this is my biggest concern about your agency shop provision - there doesn't seem to be any indemnification language for the Board, language which would essentially hold the Board harmless as a third party in an arrangement between the union and the employees. I strongly suggest language such as the following: "The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable

Counsel fees, and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the employer by the Board in conformance with this provision."

For the Board's own protection in any possible litigation flowing from this agency shop provision I strongly suggest that you seek and win the above language.

SIDE BAR 3

This entire Side Bar refers to an attempt to reduce the amount of absenteeism. It involves not only cash payments for unused personal days at the end of the year, but payments for unused sick days, and it is tied apparently to attendance goals in 85-86 and 86-87. A couple of concerns I have are: I don't know what the future holds for this plan in terms of the Board and the Association agreeing to some sort of modification continuing through future years, or nothing, but it seems to me you have established a threshold in terms of paying for personal leave and sick leave and in that sense it is going to be very difficult to not provide some sort of reimbursement in the future. Irrespective of what you agree to do, I still think it is tremendously important to seek modifications in your personal leave language, either in concert with continuing to pay for unused personal leave days or instead of, it certainly would be less expensive. In terms of a sick leave payout plan, if something were to continue forward it would have to contain an overall dollar cap per employee or per year. In the language of 2.2 a & b it seems to me to be uncapped, particularly given the language of b as it exists now. Also, the fact that it is not strictly a retirement, but it is after four years of service in the district upon leaving and to me that is extremely liberal in the sense it could lead to big cash payouts. Again, I would be very curious as to how successful this plan was.

As noted at the outset, we don't analyze salary amounts in your contract - if you are interested in getting comparative salary information it is available from the School Boards Association. Obviously you also need to do some research on your own as to how your extra curricular guides etc. compare to comparable districts.

If you have any questions as to any of the comments which have been made in the tape, please do not hesitate to call me at the School Boards Association to discuss it further.

Good luck in negotiations and thank you.