

4-0276  
20-02

AGREEMENT

between

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

and

The Clark Education Association

June 1974



PREAMBLE

page 1

1           It is the intent and purpose of the parties hereto to  
2 establish a basic agreement relative to terms and condi-  
3 tions of employment in accordance with Chapter 303  
4 New Jersey Statutes 1968, its amendments and supplements.  
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AGREEMENT

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8           This Agreement made this           day of           1974  
9 by and between the Board of Education of the Township  
10 of Clark, County of Union, New Jersey, a municipal cor-  
11 poration, hereinafter referred to as the "Board", and  
12 the Clark Education Association, hereinafter referred to  
13 as the "Association".  
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WITNESSETH

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17           In consideration of the following mutual covenants,  
18 it is hereby agreed as follows:  
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ARTICLE 1. 10

RECOGNITION

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24           1. The Board hereby recognizes the Association as  
25 the sole and exclusive bargaining representative on be-  
26 half of all the employees in the collective bargaining unit.  
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28           2. The term "employees" shall embrace members  
29 of the following employee groups: professional staff (teachers  
30 - regular and special - and school nurses); clerical staff  
31 (secretaries, clerks, accounting clerks, part-time library  
32 aides); maintenance and custodial (maintenance men, main-  
33 tenance man/groundskeeper, custodians, bus driver). All  
34 other employees, such as administrative secretaries of the  
35 Superintendent and the Business Administrator; Principals;  
36 Helping Teacher; Curriculum Coordinator; Directors of the  
37 following: Special Services, Summer School, Cafeteria,  
38 Recreation, Buildings & Grounds; Superintendent; Business  
39 Administrator; Secretary to the Board of Education; and the  
40 Maintenance Foreman are specifically excluded.  
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42           3. Unless otherwise indicated, the term "employees",  
43 when used hereinafter in this Agreement, shall refer to all  
44 employees represented by the Association in the negotiating  
45 unit as above defined.

ARTICLE 1.20

NEGOTIATION PROCEDURE

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1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 State of New Jersey, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than October 1 of the calendar year preceding the calendar year in which this Agreement expires.

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

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

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

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

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

ARTICLE 1.30

ASSOCIATION RIGHTS AND PRIVILEGES

Whenever any representative of the Association or any teacher is mutually scheduled by the Board and the Association to participate during working hours in negotiations or grievance procedures, he shall suffer no loss in pay.

Representatives of the Association, the NJEA, and the NEA shall be permitted with the knowledge and reasonable consent of the Principal, to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations. The NJEA and the NEA are permitted in the school district only on invitation of the Clark Education Association.

The Association shall have the right to use school buildings under the existing Board of Education policies which provide for application and approval to use school facilities.

The Association shall have the right to post information on the bulletin board in each faculty room. Copies of any materials posted shall be given to the building principal prior to posting.

The Association shall have the right to use, within reason, the inter-school mail service and school mailboxes in disseminating information.

At the conclusion of a general faculty meeting the Association may meet to discuss pertinent business.

The Board shall grant three (3) days leave per year with pay to the President or other officer of the Association in order to attend to Association business or of the county or of the state. Such days may be taken singly or in combination.

Each year the Superintendent and his staff will provide new teacher orientation programs with the aid of the Clark Education Association.

ARTICLE 1.40

TEACHER RIGHTS

In accordance with existing laws, the Board hereby agrees

1 that every employee of the Board shall have the right freely to  
2 organize, join, and support the Association and its affiliates, for  
3 engaging in collective negotiation and other concerted activities  
4 for mutual aid and protection.  
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7 ARTICLE 1.50

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9 LEGAL RESPONSIBILITIES

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11 Association acknowledges that the employees of the Board  
12 which it represents are not entitled to strike or to disable the  
13 Board in the discharge of its statutory duty and Association  
14 agrees that such action would constitute a material breach of  
15 this Agreement. Nothing contained in this Agreement shall be  
16 construed to limit or restrict the Board in its right to seek and  
17 obtain such judicial relief as it may be entitled to have, in law  
18 or in equity, for injunction or damages or both in the event of  
19 such breach.  
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22 ARTICLE 1.60

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24 GRIEVANCE PROCEDURE

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26 DEFINITIONS

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28 The term "grievance" means a complaint by any employee  
29 that, as to him, there has been an inequitable, improper, or  
30 unjust application, interpretation, or violation of a policy,  
31 agreement, or administrative decision affecting said employee.  
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33 The term "grievance" and the procedure relative thereto,  
34 shall not be deemed applicable in the following instances:  
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36 1. The failure or refusal of the Board to renew a  
37 contract of a non-tenure employee; or a non-tenure  
38 appointment of a tenured employee which arises by reason  
39 of his not being re-employed or re-appointed to the non-  
40 tenure position;  
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42 2. In matters where a method of review is prescribed  
43 by law, any rule, or regulation, or by decision of the State  
44 Commissioner of Education or the State Board of Education  
45 having the force and effect of law;  
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47 3. In matters where the Board is without authority  
48 to act;



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3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. An employee shall first discuss his grievance orally with his immediate superior. Where the immediate superior is below the rank of principal, the principal shall be notified and shall be present at and participate in said hearing. A decision shall be rendered within ten working days of said hearing by the principal.

6. If the grievance is not resolved to the employee's satisfaction, within five (5) working days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:

- a. The nature of the grievance;
- b. The results of the previous discussion;
- c. The basis of his dissatisfaction with the determination;
- d. Redress sought.

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

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

9. Within ten (10) days of completion of said hearing (unless a different period is mutually agreed upon in writing), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.



1           10. In the event of the failure of the Superintendent to  
2 act in accordance with the provisions of Paragraphs 8 and  
3 9, or, in the event a determination by him in accordance  
4 with the provisions thereof, is deemed unsatisfactory by  
5 either party - the dissatisfied party, within ten (10) days of  
6 the failure of the Superintendent to act or within ten (10)  
7 days of the determination by him, may appeal to the Board  
8 of Education.

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10           11. Where an appeal is taken to the Board, there  
11 shall be submitted by the appellant in writing, set forth  
12 in Paragraphs 6 and 9, and a further statement in writing  
13 setting forth the appellant's dissatisfaction with the Super-  
14 intendent's action. A copy of said statement shall be fur-  
15 nished to the Superintendent and Principal.

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17           12. If the appellant, in his appeal to the Board, does  
18 not request a hearing, the Board may consider the appeal  
19 on the written record submitted to it, or the Board may, on  
20 its own, conduct a hearing, or it may request the submission  
21 of additional written material. Where additional written  
22 materials are requested by the Board, copies thereof, shall  
23 be served upon the Superintendent and the Principal, who  
24 shall have the right to reply thereto.

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26           13. Where the appellant requests, in writing, a hear-  
27 ing before the Board, a hearing shall be held. Within ten  
28 (10) working days, action shall be initiated to set a mutually  
29 satisfactory hearing date.

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31           14. The Board shall make a determination within thirty  
32 (30) days from the receipt of the grievance, if no hearing;  
33 if hearing, then thirty (30) days after completion of hearing,  
34 and shall, in writing, notify the employee, his representa-  
35 tive if there be one, the Principal, and the Superintendent  
36 of its determination. This time period may be extended by  
37 mutual agreement of the parties.

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39           15. In the event an employee is dissatisfied with the  
40 determination of the Board he shall have the right to re-  
41 quest advisory arbitration pursuant to rules and regulations  
42 established by the Public Employment Relations Commission  
43 under the provisions of Chapter 303, Public Laws of 1968.

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45           A request for advisory arbitration shall be made no  
46 later than fifteen (15) days following the determination of  
47 the Board. Failure to file within said time period shall  
48 constitute a bar to such arbitration unless the aggrieved  
49 employee and the Board shall mutually agree upon a longer  
50 time period within which to assert such a demand.

1           In the event of advisory arbitration, the costs of the  
2 arbitrator's services, expenses, stenographic and other  
3 costs attendant thereto shall be equally shared by the  
4 parties and each of the parties shall bear their own costs.  
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6           16. In event a grievance should be filed by any em-  
7 ployee who is not subject to the jurisdiction of any princi-  
8 pal, he shall discuss his grievance initially with his im-  
9 mediate superior and if still dissatisfied with the deter-  
10 mination, may appeal to the Superintendent and if still  
11 dissatisfied, the Board in accordance with the provisions  
12 herein set forth.  
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14           17. In any case, where a grievance is based upon  
15 the direct order, ruling or determination of the Super-  
16 intendent, the aggrieved employee may appeal directly  
17 to the Board within ten (10) days of the issuance of said  
18 Order, ruling or directive, or within ten (10) days of the  
19 time when same shall have been brought to the employee's  
20 attention, by filing with the Secretary of the Board, in  
21 writing, setting forth:  
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- 23           a. The order, ruling or determination com-  
24 plained of;
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- 26           b. The basis of the complaint;
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- 28           c. A request for a hearing if a hearing is desired.  
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30           A copy of the writings set forth above shall be served  
31 upon the Superintendent who shall have the right to reply  
32 in writing thereto. A copy of such reply shall be served  
33 upon the aggrieved employee.  
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35           18. Upon receipt of a grievance filed under the pro-  
36 visions of Paragraph 17, the procedure shall be as set  
37 forth in Paragraphs 12 and 14.  
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39           19. All employees shall be entitled to resort to the  
40 full procedure hereinabove set forth.  
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42           20. The parties will arrange to have hearing or  
43 arbitration meetings held at times which will not inter-  
44 fere with the normal operation of the schools whenever  
45 possible.  
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47           21. Employee representation as provided shall be  
48 at no cost or expense to the Board.

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22. Inaction at any stage where time limits are specified shall be construed as consent to an opposing finding.

23. Where five (5) or more employees covered under this Agreement and collectively working under at least two building principals have cause to submit the same grievance, then the group collectively, with identification of the aggrieved employees, and with designation of one of the aggrieved who is to process the grievance on their behalf, may submit a single group grievance through the Superintendent of Schools which shall in all other respects be processed as though an individual grievance has been submitted.

The grievance or grievances shall be given to each principal involved and each such principal shall be given a copy of the grievance or grievances when it is submitted to the Superintendent of Schools.

24. Where five (5) or more employees covered under this Agreement and collectively working under one building principal have cause to submit the same grievance, then the group collectively, with identification of the aggrieved employees, and with designation of one of the aggrieved who is to process the grievance on their behalf, may submit a single group grievance through the Building Principal which shall in all other respects be processed as though an individual grievance has been submitted.

25. Where a grievance is instituted at a time such that it cannot be processed in due course before school closes, either party shall have the right to request a moratorium in the grievance procedure. However, where such a moratorium has been invoked, the grievance must be reinstated by September 15th of that year or be considered null and void.

ARTICLE 2.10

TEACHER EMPLOYMENT

Credit on the Teacher Salary Schedule may be given for previous outside-the-district full time teaching experience at the option of the Board of Education. Additional credit not to exceed four (4) years for military experience and credit not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work may be given upon initial employment.

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ARTICLE 2.20

STAFF ASSIGNMENTS

Openings for staff assignments will be announced to the present staff through available communication media normally distributed to all staff members.

ARTICLE 2.30

THE SCHOOL YEAR

The "in school work year" for teachers employed on a ten month basis will be scheduled at 188 days. This shall include no more than one (1) day after the last pupil day.

New teachers may be required to attend an additional one (1) day of orientation.

If emergency closing of school (such as for snow days) diminishes the school calendar, these days will be considered lost to the teachers' schedule as well. However, if the number of days closed diminishes the school calendar below 180 days, then the number of days needed to raise pupil days to 180 will be scheduled before July 1 of that year.

For two district-wide faculty meetings during the school year, pupils may be dismissed no less than four hours after classes begin but no later than after pupil lunch periods depending upon conditions and requirements of the meeting.

The last two days of the pupil school year will end at 12:30 p. m.

ARTICLE 2.35

ROOM PREPARATION

Each teacher shall prepare his/her classroom place or places of teaching before the school year begins. Such preparation is to be complete upon the opening of school.

ARTICLE 2.40

TRANSFERS - VOLUNTARY

Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such preference with the Principal and Superintendent.

ARTICLE 2.50

TRANSFERS - INVOLUNTARY

An involuntary transfer or reassignment will be accompanied by a meeting between the Principal and the teacher involved, at which time the reasons for the transfer and the objections of the teacher will be discussed. Such reasons and objections may be given in writing by both the teacher and the Principal at the request of either party.

ARTICLE 2.60

LEAVES

Sick Leave

All full-time employees of the Board of Education shall receive twelve (12) days per year sick leave during each year of employment at full pay. After the tenth (10) year of employment in the district, and then after each five (5) year period thereafter, an additional one (1) day will be added. All unused sick days shall be accumulated to a maximum of fifteen (15) days per year for use in subsequent years.

After twenty (20) years of employment in the district, an additional five (5) days each year which shall not be cumulative shall be granted where all other sick leave has been used.

Personal Leave

All full-time professional staff of the Board of Education shall, upon application to the Principal in writing, and with approval of the Superintendent, receive personal days at full pay for religious, business, or family reasons which cannot be attended to except during school hours.

Application for such leave should be submitted as far in advance as possible to the Superintendent of Schools.

All full-time clerical, and maintenance and custodial employees of the Board may, upon application to the Principal in writing, and by approval of the Business Administrator, and Superintendent, receive up to two (2) full days per year at full pay for religious, personal business, or family reasons. Application for such leave should be submitted as far in advance as possible.

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

Death in Immediate Family

All full-time employees of the Board of Education shall, upon application in writing, and with approval of the Superintendent, receive personal days at full pay for death in the immediate family.

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

ARTICLE 2.70

COMPLAINTS

Every effort should be made by the teacher and the parent to resolve any differences which lead to misunderstandings.

If a parent or student contacts the Principal with a verbal question concerning a teacher, effort should be made to resolve the matter informally, when possible, through meetings of the teacher, the immediate superior, the Principal, or the Superintendent and the parent.

ARTICLE 2.80

EVALUATION

All monitoring and observation of teaching by a teacher, shall be conducted openly. A teacher shall be given a copy of the evaluation report prepared by the Principal. Both teacher and Principal will sign all copies. Evaluations by the Superintendent will be discussed with the teacher.

A teacher shall have the right, upon request, to review the contents of his personnel file at the convenience of the Superintendent.

ARTICLE 2.90

PLANNING TIME AND LUNCH TIME

Each teacher's work day shall include a duty-free lunch period. This duty-free lunch period shall be consistent with the length of the student lunch period. Teachers may leave

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the building during their duty-free lunch period, but must notify the Principal's office.

The work week shall include planning periods at the average rate of one per each full day that classes are in session.

ARTICLE 3.10

SALARIES

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

ARTICLE 3.20

ADVANCED STUDY GRANT

All full-time teachers who have completed the second year of teaching in Clark are eligible to apply for financial grants for advanced study. Grants will be provided for 80% of the tuition cost. Up to 12 semester hours may be granted during any fiscal year, except that where a teacher is in a degree program, up to 18 semester hours may be granted during any fiscal year. In addition, cost of books and laboratory fees will be paid up to \$25 based on 50% of such costs connected with the courses studied.

Teachers in their second year of teaching in Clark shall be eligible for one (1) course in each of the Fall and Spring semesters not to exceed a total of six (6) semester hours.

Notification of intent to pursue course work must be submitted by May 1 for the year beginning the following July through June. Forms for this purpose may be obtained in your school office. General information is sufficient at this time, such as a three (3) semester hour course in reading. Later the course number and title can be supplied when they are known.

Reimbursement for expenses covered by the Grant will be processed for payment upon notification from the college of successful course completion.

Application for Advanced Study Grants will be forwarded to the Superintendent of Schools for review, after which recommendations will be presented to the Board of Education for approval.

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The purposes of this Agreement are:

1. To encourage applicants who aspire to an advanced degree.
2. To encourage those preparing for positions in which the Clark Public Schools are in need of personnel.
3. To encourage taking of courses which have the potential to improve the instructional ability of the applicant.

The following guidelines will apply:

- 1 Application for a grant must be made by May 1 of the year preceding the fiscal year in which courses will be pursued. At this time, the number of summer courses and the semester hours of credits will be designated. Application for first semester courses will be made by August 15. Application for second semester courses must be made final by December 15 in the fiscal year. Applications must be submitted on the form provided. As soon as specific course designations can be determined the Superintendent must be notified.
2. Applicant will state the purpose for desiring additional study.
3. Applicants may apply in consecutive years or otherwise.
4. Tuition grants are not to be used by teachers who are already receiving aid from other sources, unless such aid shall be shown to be less than allowed by this Agreement in which case a grant for the differential should be requested.
5. Teachers who plan to leave the Clark Schools through retirement or resignation should not apply.
6. Teachers who leave the Clark Schools during the year of the grant, will be credited with not more than 50% of the amount of the grant if departure occurs during the first seven (7) months of the school year and will be credited in full for departure thereafter.
7. A report at the conclusion of the program should be made through the Principal to the Superintendent which summarizes the knowledge attained in the course in relationship to teaching and to the school system taken as a body.



1 8. Advanced Study Grants are not given for under -  
2 graduate courses taken for teacher certification.

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4 9. If a course taken is not satisfactorily completed,  
5 a consultation with the Superintendent and his recommenda-  
6 tion is required before further grants are approved.

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9 ARTICLE 3.30

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11 PROFESSIONAL DEVELOPMENT GRANTS

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13 Education moves forward through the persistent efforts of  
14 those teachers who bring new approaches, original ideas, and  
15 fresh insights into the classroom. To encourage creativity  
16 and innovation, the Clark Board of Education is initiating a  
17 three-part program as described below. The program is de-  
18 signed to provide special opportunities and financial help to  
19 teachers who wish to learn about and to try out novel strategies  
20 of teaching and learning.

21  
22 I. Mini-grant

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24 Grants up to \$200 will be awarded directly to indivi-  
25 dual teachers for funding the special materials and supplies  
26 needed to carry out innovative classroom projects. Each  
27 project will be considered on its individual merits - on the  
28 extent to which it is innovative. All personnel who engage  
29 in teaching activities are eligible to apply for a mini-grant.

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31 Every teacher has ideas for creating a more meaning-  
32 ful learning experience for boys and girls. Often only a  
33 small sum of money stands between the teacher and the  
34 opportunity to carry out an idea. The mini-grant program  
35 can help to get these ideas into the classroom.

36  
37 Conditions:

- 38  
39 1. A committee composed of 2 supervisors,  
40 2 principals, and 2 teachers will review all  
41 applications and recommend to the Superin-  
42 tendent of Schools, those projects which merit  
43 funding. The Superintendent of Schools in turn,  
44 makes recommendation to the Board of Educa-  
45 tion, which makes the final decision to approve  
46 the project.  
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48 2. Teachers may apply for a grant at any time of  
49 the year.

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3. Teachers may submit more than one application (idea) at a time and as frequently as new ideas come to them.
4. The teacher makes application on the form provided by describing his/her innovation in some detail.
5. The application is submitted to the Principal who refers it to the aforementioned committee for processing.
6. Teachers should not become discouraged if their early efforts do not produce a mini-grant.

Note Worthy projects which require more funds than allotted in this grant should be submitted to the State Department of Education for an award of up to \$1,000 as long as that program continues.

## II. Conferences, Conventions, Workshop Grants

To further stimulate the interest of teachers in innovation and modern practices, opportunity is given to teachers, by the Board, to attend state and national professional meetings with the approval of the Board of Education. Often a stimulating speaker or discussion provides the germ of an idea which becomes an innovation for a teacher.

### Conditions:

1. The conference must deal with the area being taught by the teacher requesting attendance at the conference. Attendance should hold promise of improving the teaching of the teacher attending.
2. Attendance at any single conference is limited to 2% of our teaching staff.
3. To be eligible for a Conference Grant, teachers must have completed three (3) full years of teaching in Clark.
4. Teachers who receive a Conference Grant will submit a report to the Superintendent on the convention, conference, or workshop within two (2) weeks of their return to Clark.

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5. Application can be made to the Superintendent of Schools on the form provided for this purpose. Forms are available in all school offices. Application must be made at least one (1) month in advance.
6. Conference expenses for which the teacher is eligible include: registration fee, travel, room, and included meals.

### III. Summer Grants

Teachers improve their knowledge and skills in teaching a particular subject area by attendance at institutes offered by most colleges and universities, or by directed special study projects.

Summer grants are offered by the Clark Board of Education to interested teachers to provide financing where funding is lacking, or to supplement where funding is meager. The grant must deal with studies in an area being taught by the teacher applying.

#### Conditions:

1. Application is made on the form provided which may be obtained in the school office.
2. Attendance is limited to three (3) percent of the professional staff each year.
3. Financing of the Summer Grant is contingent upon the successful completion of the work projected. Where this is not the case, only two-thirds of the Grant will be funded.
4. Financial help from the Board of Education will cover the following expenses of a directed study program or supplement such expenses which are not paid or which are only partially paid by an Institute: registration, tuition, books, travel, and room and board away from home for husband, wife, and children. Grants are made on the basis of a budget of expected costs prepared by the applicant and approved by the Superintendent. Such grants will start at \$75 per week and may range upward to \$120 per week and in addition, \$15 per week per dependent for up to three (3) during the weeks an Institute is in session, or for the period approved for directed special study projects.

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5. Opportunity to participate in Summer Grants accrues only to those teachers under contract to Clark and who commit themselves to teach for the following School Year in Clark. Where this is not the case, all monies paid under the Grant shall be returned.

6. To be eligible for a Summer Grant, teachers must have completed five (5) full years of teaching in Clark, of which the last five (5) must be consecutive. The teacher becomes eligible for additional grants each five (5) years of teaching thereafter.

7. A report of activities under the Summer Grant must be submitted to the Superintendent within two (2) months following the opening of school.

ARTICLE 3.40

INSURANCE

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

2. In addition, 80% of the premium in effect at the beginning of the year for family coverage will be provided for all employees who apply for such coverage. Balance of the premium charged is to be paid for by the employee.

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

ARTICLE 3.50

GROUP VARIABLE ANNUITY CONTRACT

All qualified employees may elect, subject to all applicable requirements and conditions, to participate in the purchase of annuity contracts with a legal reserve life insurance company. Such group variable annuity may be purchased through authorization by an employee on application to the Business Administrator for deduction from his salary to cover the cost of such annuity.

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ARTICLE 3.60

GROUP DENTAL SERVICE

The Board agrees to pay the premium for a dental service group plan for full-time employees. In the event that such employee shall elect to be covered in the plan adopted by the Board as hereinabove stated, under a family plan, the Board will pay 65% of such additional premium.

This coverage shall terminate at the termination of this Agreement or sooner if Appellate Division Superior Court of New Jersey holds that Boards of Education cannot pay premiums for this type of coverage. If so held, then this provision shall again become operative and commence one month after the adoption of added effective legislation by the State of New Jersey, or a New Jersey court decision, or approval by the State Board of Education, permitting school boards to pay part or all premiums for such employees for such dental service group plan for the remaining term of the contract.

ARTICLE 4.10

HOLIDAYS AND VACATIONS

The holidays recognized by the Board of Education for non-professional employees to be observed when school is not in session shall be a minimum of twelve (12) to be taken from the following list or such other days during the school year as determined by the Board of Education:

- |                        |                    |
|------------------------|--------------------|
| Labor Day              | Christmas Day      |
| Columbus Day           | New Year's Day     |
| Yom Kippur             | Lincoln's Birthday |
| General Election Day   | Presidents' Day    |
| Veterans' Day          | Good Friday        |
| Thanksgiving Day       | Memorial Day       |
| Day after Thanksgiving | Independence Day   |

One-half ( $\frac{1}{2}$ ) day - time off without loss of pay shall be granted on Christmas Eve and New Year's Eve.

The following vacation table shall be used for secretary-clerical and custodial staffs:

- |                            |  |
|----------------------------|--|
| 1 to 5 years' employment   | - 10 working days                              |
| 6 to 10 years' employment  | - 1 working day additional each year           |
| 11 to 20 years' employment | - 1 working day additional each two (2) years. |

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21 to 25 years' employment - 1 working day additional  
each year.  
25 or more years' employment -25 working days.

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

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

ARTICLE 4.20

OVERTIME

1. Members of the Maintenance and Custodial group who work any part of a recognized holiday will be paid time and a half (1½) for such holiday hours worked in addition to their eight (8) hours of holiday pay at their regular rate.

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

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

ARTICLE 4.30

UNIFORMS

All custodial, maintenance and bus driver personnel will report to work in a clean uniform and safety shoes.

1. The Board of Education will supply three (3) uniforms per year.
2. The Board of Education will keep each member of the custodial, maintenance, and bus driver group supplied with one (1) pair of safety shoes. Custodians who prefer a safety shoe superior to that chosen for a standard will be allowed the purchase price of the standard shoe to apply toward the purchase of a more expensive pair - the difference being paid by the custodian.

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ARTICLE 4. 40

NON-PROFESSIONAL DISCIPLINE PROCEDURE

1. An initial disciplinary action taken against an employee by his supervisor shall be an oral warning. A record of the oral warning shall be placed in the employee's personnel file.
2. For a second disciplinary action, a formal written warning shall be issued to the employee with a copy placed in the employee's personnel file.
3. A third warning given to an employee shall warrant suspension without pay pending a hearing before the Superintendent.
4. The fourth warning shall constitute grounds for dismissal.
5. This procedure does not preclude the Board of Education from dismissing or suspending an employee without warning for serious misconduct.

ARTICLE 4. 50

LIBRARY AIDES

Library Aides who work a minimum of thirty (30) hours per week are eligible for all hospital plan and dental plan benefits that the non-professional staff receives. They shall receive ten (10) sick days during each full year of employment. All unused sick days shall be accumulated for use in subsequent years; and they shall receive Christmas Day and New Year's Day as paid holidays. Payment shall be based on the average number of hours worked per day in the two weeks preceding the Christmas holiday.

ARTICLE 5. 10

PRESENT POLICIES

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

ARTICLE 5.20

TERMINATION AND EXTENSION OF AGREEMENT

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1. The term of this Agreement, except for salary schedules shall extend through June 30, 1976. Salary schedules for the School Year 1975-76 may be re-negotiated.

2. Should both parties fail to agree to a salary schedule to take effect July 1, 1975, prior to this date, then this Agreement may, upon Association or Board action by notification in writing by either party, become null and void at the termination date.

3. This Agreement shall continue in full force beyond the termination date if agreed upon in writing by both parties.

4. Such notice shall be sent by certified mail.



TEACHERS' SALARY GUIDE - "A"1974-75

<u>Step</u>	<u>BACHELOR</u>	<u>MASTER</u>	<u>MASTER +30</u>
1	9,100		
2	9,525		
3	9,975	10,935	
4	10,550	11,425	12,224
5	11,025	12,025	12,724
6	11,525	12,575	13,324
7	12,050	13,125	13,824
8	12,600	13,725	14,374
9	13,175	14,325	14,924
10	13,775	14,925	15,524
11	14,400	15,575	16,174
12	15,050	16,225	16,824
13	15,725	16,875	17,524
14	16,400	17,575	18,224
15		18,325	18,994

The Educational Specialist salary shall extend to a step 16 which shall be \$731 above the Master +30 Guide salary at step 15.

\*Increments will be based on evaluation of performance and can be withheld by the Board of Education.

Upon receiving the Master's Degree, teacher will move up to Master's Salary Guide.

## SCHEDULE "A" - (continued)

Salaries - School Nurses - 1974-75

See "Teachers' Salary Guide - 1974-75"

Salaries - Secretaries-Clerks - 1974-75

Accounting Clerk	\$6,260	6 @ \$300	\$8,060
School Secretary	\$6,155	6 @ \$300	\$7,955
Clerk-Stenographer	\$5,475	6 @ \$300	\$7,275

Salaries - Library Aides - 1974-75

\$3.10 per hour.

Salaries - Maintenance - 1974-75

Minimum	\$8,500	Increments - 6 @ \$325	Maximum \$10,450
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plus \$200 for fireman's license  
plus \$100 for bus driver's license

Salaries - Custodians - 1974-75

Minimum	\$6,880	Increments - 6 @ \$245	Maximum \$8,350
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plus \$300 in each year when appointed as a "Head Custodian"  
plus \$200 for fireman's license  
plus \$100 for bus driver's license

Salaries - Bus Driver - 1974-75

Minimum	\$7,580	Increments - 6 @ \$245	Maximum \$9,050
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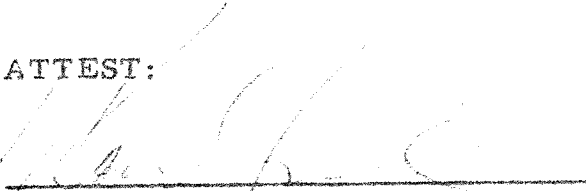
plus \$200 for fireman's license

(Custodian's Guide plus \$700.)

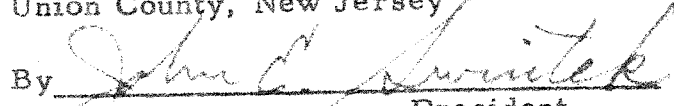
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be hereunto affixed, all on the day and year first above written.

(SEAL)

ATTEST:


  
\_\_\_\_\_  
Secretary

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


By   
\_\_\_\_\_  
President

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Secretary

THE CLARK EDUCATION ASSOCIATION

By   
\_\_\_\_\_  
President