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AGREEMENT BETWEEN THE
CARTERET BOARD OF EDUCATION
and the
CARTERET EDUCATION ASSOCIATION

1974-1975 School Year

Middlesex County

LIBRARY
Institute of Management and
Labor Relations

RUTGERS UNIVERSITY

AGREEMENT made the 23rd day of May 1974

the BOARD OF EDUCATION OF THE BOROUGH OF CARTERET, hereinafter referred to as "Board", and the CARTERET EDUCATION ASSOCIATION, hereinafter referred to as "Association".

PREAMBLE

The Board of Education of the Borough of Carteret and its employees, recognizing that education is a public trust, are dedicated to providing the best possible educational opportunities for the children of this community. This objective may best be attained if there is a climate of mutual trust, understanding and cooperation on the part of the Board of Education, administration, and all other employees. This Agreement was drafted and entered into encompassing that spirit.

1. RECOGNITION. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for the following personnel: full time certified teachers, custodians, part time janitresses, secretaries, clerks, but excluding all supervisory personnel, department heads, employees of the superintendent's office, secretary to the superintendent, secretary to the elementary supervisor, the bookkeeper for the Board of Education, special education secretaries and clerks, substitute or part time or temporary employees of any category (except for part time janitresses). For the purposes of this Agreement, the term teacher shall include regular classroom teachers and employees who are certificated and engaged in the fields of guidance, library science, psychology, remedial instruction, social work, speech therapy and nursing.

II. SALARIES

a. The salaries of the persons within the bargaining unit are set forth in the appendices which are made part of this Agreement as Appendix A, Teachers and Other Professional Employees; Appendix A-1, Secretaries and Clerks; Appendix A-2, Custodians-Janitresses.

Employment increments, i.e., a step up on the Guide based on service or additional salary raises which may be authorized by the Board, are not automatic. Such increments and/or raises shall be awarded based upon the recommendation of the Superintendent based upon satisfactory professional performance and approval by the Board of Education. An appeal from withholding of an increment or raise shall not be the subject of a grievance but shall be processed in accordance with N.J.S.A. 18A:29-14, which provides that an appeal from the withholding of such increment shall be heard before the Commissioner of Education.

b. Employees engaged on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, to be received on or before the 15th and 30th of the month. A concerted effort will be made to deliver all checks prior to lunch hour.

c. Employees may individually elect to have ten (10%) percent of their monthly salary deducted from their pay and accumulated to their credit. These funds shall be paid to the employee on the last working day in June. These funds shall be deposited either in an interest-bearing account, or invested in United States Treasury bills. The interest earned on the

aforesaid funds shall be disbursed to advance the scholarship program heretofore established between the parties.

d. 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.

e. Ten (10) month employees shall receive their final checks on the last working day in June as signified on the school calendar; according to Board policy in relation to compensation.

III. SICK LEAVE, LEAVES OF ABSENCE, SABBATICAL LEAVES, VACATION SCHEDULES AND PAID HOLIDAYS. The provisions concerning sick leave, leaves of absence and sabbatical leaves are contained in Appendix B which is made a part of this Agreement, and the provisions concerning vacation schedules and paid holidays are contained in Appendix B-1 which is made a part of this Agreement.

IV. INSURANCE. The Board shall procure and provide medical-hospitalization and surgical insurance. The minimum scope of such health-care insurance shall be as provided by the Board as of February 1, 1969. Major medical health insurance shall be provided by the Board of Education to all employees partaking in the base health and insurance plan. All costs for major medical health insurance shall be maintained by the Board of Education. The Board shall contribute towards the cost of the base health-care insurance in accordance with the following appendices which are made part of this Agreement as Appendix C, Health-Care Insurance for Teachers and Other

Professional Employees, Secretaries and Clerks and Nurses; Appendix C-1, Health-Care Insurance for Custodians and Janitresses.

V. PROFESSIONAL DEVELOPMENT IN THE GRADUATE ASSISTANCE PROGRAM. The provisions concerning the graduate assistance program are as contained in Appendix D, which is made a part of this Agreement. It is expressly understood and agreed, however, that the moneys to be paid by way of reimbursement for graduate study shall be at the discretion of the Board and subject to availability of funds.

VII. DEDUCTION FROM SALARY.

a. The Board agrees to deduct from the salaries of its employees dues for the Carteret Education Association, the Middlesex County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Association as said employees individually and voluntarily authorize the Board to so deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969, and under rules established by the State Department of Education. Said monies together with records by any corrections shall be paid by check and transmitted to the treasurer of the Carteret Education Association by the 15th of each month following the monthly pay period in which deductions were made. Receipt of such payment by the Treasurer shall absolve the Board of any liability for such monies. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorization shall be in writing in

the form set forth:

_____ AUTHORIZATION _____

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Social Security No. _____

School Building _____

To: Disbursing Officer Carteret Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for the current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all of its officers from any liability therefor.

I designate the Carteret Education Association to receive dues and distribute according to the organizations indicated:

- Carteret Education Association
- Middlesex County Education Association
- New Jersey Education Association
- National Education Association

b. Each of the associations named above shall certify to the Board, in writing by September First of each year, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

c. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.

d. The filing of a teacher's notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

VII. PROFESSIONAL RELATIONSHIPS.

a. The Board may not, by agreement or through arbitration, delegate powers and responsibilities which by law are imposed upon and lodged with the Board. Any contract must include and therefore be subject to the New Jersey school laws and all other applicable laws and regulations.

b. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, and 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;
- (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;

- (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;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

c. 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 express terms of this Agreement and then only to the extent such specific and express 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.

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.

d. The parties further acknowledge that this Agreement has been negotiated and executed with the objective of setting forth mutual rights, obligations and responsibilities. The parties further agree that in all aspects of their relationships they shall comply with all appropriate law and recognized standards of professional conduct and professional relationships. There shall be no discrimination by the Board against any officer of the Association for any legal activity in carrying out his office, nor shall the Association or any of its members encourage or conduct a strike, impose sanctions or undertake any concerted activity which shall cause a slow-down or disruption of any of the operations and activities of the school system.

e. Any grievance arising under and out of this Agreement shall be prosecuted within the framework of the Grievance Procedure. The Board acknowledges that it shall fully comply with all of the obligations and responsibilities imposed upon it by this Agreement and shall take no action nor conduct any activities which shall impair the operation of this Agreement.

VIII. NEGOTIATION PROCEDURES. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the terms of this Agreement neither party will be required to negotiate with respect to any such matter except as hereinafter set forth, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

Beginning not later than November 15, 1974, the parties agree to negotiate in good faith. Any Agreement reached between the parties shall be reduced to writing and signed by the Board and the Association.

IX. ASSOCIATION RIGHTS AND PRIVILEGES.

a. The Board agrees to make available to the President of the Association minutes of all Board meetings and names and addresses of all teachers.

b. Whenever any teacher or any representative of the Association, and the Board or any duly designated representative, mutually schedule participation during working hours in negotiations or grievance proceedings, the teacher or Association representative shall suffer no loss in pay.

X. SCHOOL CALENDAR. The Superintendent shall advise the President of the Association of the next year's school calendar prior to making his recommendations to the Board for adoption.

XI. VOLUNTARY TRANSFERS AND REASSIGNMENTS.

a. No later than March 30 of each school year, the Superintendent shall request that teachers who desire a change in grade and/or subject assignment or who desire to transfer from their present building assignment, file a written statement with the Superintendent requesting such change in assignment.

The Superintendent shall inform, as soon as practicable, each teacher of the decision regarding the request, in writing.

b. In the determination of requests for voluntary reassignment

and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system, as determined by the Superintendent. If a teacher's request for transfer has been denied, a renewed or subsequent request for transfer may be made in the following school year. If more than one teacher has applied for the same position, the determination as to which teacher shall receive it shall be made by the Superintendent.

c. The determination of the Superintendent as to a transfer or reassignment shall not be the subject of a grievance.

XII. PROMOTIONS.

a. Promotional positions are defined as positions paying a salary differential and/or positions on the administrative-supervisory levels or responsibilities, and, more specifically, the following positions:

Superintendent
Principal
Vice-Principal
Supervisor
Department Chairman
Directors
Senior Teachers

b. All vacancies in promotional positions shall be publicized by the Superintendent in accordance with the following procedure:

- (1) When school is in session, a notice shall be posted in each school at least ten (10) days prior to the deadline for filing such application. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit

specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

- (2) In the event that a promotional position is to be filled during the summer, the Superintendent shall post a list of promotional positions to be filled during the summer at the administration office in each school. Such notice shall be posted ten (10) days prior to the deadline for filing an application for such position. Applications shall be filed in writing and shall be promptly acknowledged by the Superintendent in writing. The president of the association shall also be given notice of the postings.

c. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments and other relevant factors of all applicants. Nothing herein shall prevent nor restrict the Board from filling such positions from outside of the district.

d. Announcements of appointments shall be made by posting a notice in the office of the central administration and in each school building.

e. In the event the Superintendent shall fail to (a) post the written notice ten (10) days before the date of filing of the application, or (b) fail to acknowledge receipt of the application in writing, or (c) post the announcement of the filling of such positions, then and in that event the aforesaid matters may be the subject of a grievance. However, the decision of

the Superintendent or the Board in filling such a position shall not be the subject of a grievance.

XIII. TEACHER EVALUATION.

a. The use of public address and audio systems for teacher evaluation shall be prohibited.

b. The teacher shall be given a duplicate copy of the report of observance of a class visit.

XIV. GRIEVANCE PROCEDURE. The provisions concerning the grievance procedure shall be as set forth in Appendix E, which is made a part of this Agreement.

XV. TERM OF AGREEMENT. This Agreement shall be effective as of July 1, 1974, and shall continue in effect until June 30, 1975.

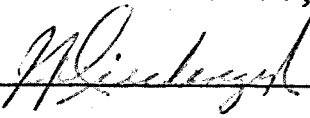
XVI. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto and supersedes existing Board policies in the specific areas contained herein.

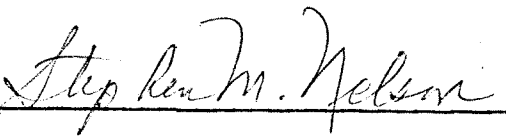
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

In Presence Of:



BOARD OF EDUCATION OF THE
BOROUGH OF CARTERET
MIDDLESEX COUNTY, NEW JERSEY

By:  President



CARTERET EDUCATION ASSOCIATION

By: 

REGULAR TEACHER GUIDE

Step	N.D.	Bach.	(Subj. Area) Bach + 30	M.A.	M.A. + 30	(Subj. Area) M.A. + 30	Doctorate
1	\$ 8,550	\$ 9,200	\$ 9,600	\$10,000	\$10,300	\$10,600	\$11,600
2	8,925	9,575	9,975	10,375	10,675	10,975	11,975
3	9,225	9,875	10,275	10,675	10,975	11,275	12,275
4	9,525	10,275	10,675	11,075	11,375	11,675	12,675
5	9,900	10,700	11,100	11,500	11,800	12,100	13,100
6	10,200	11,050	11,450	11,850	12,150	12,450	13,450
7	10,550	11,400	11,800	12,200	12,500	12,800	13,800
8	10,900	11,750	12,150	12,550	12,850	13,150	14,150
9	11,250	12,100	12,500	12,900	13,200	13,500	14,500
10	11,700	12,550	12,950	13,350	13,650	13,950	14,950
11	12,050	12,900	13,300	13,700	14,000	14,300	15,300
12	12,450	13,350	13,750	14,150	14,450	14,750	15,750
13	12,750	13,850	14,250	14,650	14,950	15,250	16,250
14	13,500	15,500	15,900	16,300	16,600	16,900	17,900
15	13,950						
16	15,300						

SPECIAL EDUCATION TEACHER GUIDE

Step	(Subj. Area) Bach + 30	M.A.	M.A. + 30	(Subj. Area) M.A. + 30	Doctorate
1	\$10,000	\$10,400	\$10,700	\$11,000	\$12,000
2	10,375	10,750	11,075	11,375	12,375
3	10,675	11,075	11,375	11,675	12,675
4	11,075	11,475	11,775	12,075	13,075
5	11,500	11,900	12,200	12,500	13,500
6	11,850	12,250	12,550	12,850	13,850
7	12,200	12,600	12,900	13,200	14,200
8	12,550	12,950	13,250	13,550	14,550
9	12,900	13,300	13,600	13,900	14,900
10	13,350	13,750	14,050	14,350	15,350
11	13,700	14,100	14,400	14,700	15,700
12	14,150	14,550	14,850	15,150	16,150
13	14,650	15,050	15,350	15,650	16,650
14	16,300	16,700	17,000	17,300	18,300

1.15 ratio for Coordinators

1.1 ratio for staff members on 11 months assignments

(does not include summer school or special summer assignments)

SECRETARIAL-CLERICAL SALARY GUIDE

<u>Step</u>	<u>10 Month Clerk</u>	<u>11 Month Clerk</u>	<u>Sr. Clerk 12 Months</u>	<u>Data Processing 11 Month</u>
1	\$ 4,675	\$ 5,255	\$ 6,475	\$ 5,830
2	4,875	5,455	6,675	6,030
3	5,075	5,655	6,875	6,230
4	5,275	5,855	7,075	6,430
5	5,475	6,055	7,275	6,630
6	5,675	6,255	7,475	6,830

CUSTODIAL SALARY GUIDE

Step 1	\$ 6,800
2	7,175
3	7,550
4	7,925
5	8,300
6	8,650

Janitresses Salary - \$2,900

Snow Days: When a custodian is called by the chief custodian for snow removal on days after his normal working hours, he shall be paid time and one-half for a minimum of four hours after reporting for work. Such monies are to be paid only when called on such days by the chief custodian.

Extra Service: A. \$12/night for school activities
B. \$10/night for P.T.A. activities

When a custodian is called in to work, he shall be paid a minimum of four (4) hours pay at the applicable rate.

If a holiday falls on a Saturday or Sunday, the holiday will be a paid holiday.

All vacancies for custodial positions shall be posted.

The Board of Education shall pay the cost of boiler license (black seal) renewal each year.

LEAVES OF ABSENCE

The Association and the Board agree that optimum conditions for learning and for the development of the students require the regular attendance of the teacher in charge, and that effective and efficient performance of all the functions involved in school operation likewise depend upon regular attendance of all employees. The following provisions are provided as safeguards against certain of the vicissitudes of life, and hence are a measure of security contributing to the peace of mind of all concerned. The Association agrees to cooperate with the Board in encouraging all employees to recognize and utilize these provisions only for this purpose, and also to assist the Board in discouraging any abuses of these benefits.

1. PERSONAL ILLNESS OR INJURY.

Personal illness or injury are defined as absence because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or quarantine for such disease in the immediate household.

a. Each ten (10) month employee of the Board shall be entitled to ten (10) days absence each year for personal illness. Such sick days not utilized in a particular year shall be accumulated without limit, beginning September 1, 1954.

b. Each eleven and twelve month employee of the Board shall be respectively entitled to eleven (11) and (12) days absence each year for personal illness. Such sick days not utilized in a particular year shall be accumulated without limit.

c. In the event an employee has exhausted his annual sick leave, or if in addition to annual sick leave, accumulated sick leave has also been exhausted, extended sick leave may be granted. Such additional leave may be immediately granted in the event it is consecutive with an absence which has been paid under the provisions of the preceding paragraph (a). In the event it is not consecutive with such an absence, it may be granted beginning after three consecutive scheduled work days of absence.

Requests for such extended sick leave shall be considered only when submitted with a physician's certificate documenting the illness or injury. In all cases an amount equivalent to substitute's pay shall be deducted from certificated employee's during such additional leave; non-certificated employees shall be paid at half their regular base pay rate. The term 'substitute pay' as used in the provisions for extended sick leave, funeral leave, and absence for professional reasons shall mean \$25/day. Such extended leave may be granted in accordance with the following schedule:

<u>Full Years of Service</u>	<u>School Days</u>
Zero (0) to one (1)	One (1)
One (1) to two (2)	Two (2)
Two (2) to three (3)	Three (3)
Three (3) to five (5)	Twenty (20)
Six (6) to ten (10)	Sixty (60)
Eleven (11) to twenty (20)	One Hundred (100)
Twenty (20) or more	One Hundred and Ten (110)

Such extended sick leave shall not be cumulative and is the maximum that may be granted in any twelve month period.

d. When absence for personal illness exceeds three(3) consecutive days, a physician's statement shall be filed with the Secretary of the Board, through the Principal and the Superintendent. Such statement shall certify the period of disability, and include the dates of treatment, the diagnosis and the prognosis involved. In case of frequent or intermittent illness the Board of Education or the Superintendent may require the employee to submit to an examination by a school physician as well as require the employee to submit a statement from the attending physician.

2. OCCUPATIONAL INJURY

Any employee injured in the performance of his duties shall within twenty-four (24) hours report such injury to his immediate supervisor. The report shall be in writing on a form supplied by the Board. An employee so injured 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 the annual or accumulated sick leave. Any amount of salary or wages paid to the employee for the work-connected injury shall be reduced by the amount of any workmen's compensation award made for temporary disability.

3. ILLNESS IN IMMEDIATE FAMILY

a. In case of illness of parent, brother, sister, husband, wife, child or any other relative living at home within the immediate family paid leave will be permitted up to a maximum of five (5) days in the fiscal year. This time will be charged against the sick leave provided in 1a above.

b. An extended leave of absence without pay of up to one (1) year may be granted to a tenured teacher and tenured clerical and secretarial employees for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board. For the purpose of this provision, immediate family shall be defined as spouse, child or parent.

4. PERSONAL BUSINESS

Personal business is defined as any activity which requires the personal attention and physical presence of the employee at a time and place that necessitates absence from school. Three (3) days may be allowed for Personal Business. One (1) of the three (3) days may be taken without citing a reason. However, such a request must follow the established procedure and will not be allowed the day before nor the day after a school holiday or any other day of personal leave. In all cases, requests must be filed with the Principal at least forty-eight (48) hours prior to such absence. Such requests must be in writing. Emergencies may void the forty-eight (48) hour period, but the Principal must be notified prior to the start of the school day involved. It is further understood and agreed that such personal business days are not cumulative.

It is not intended by the parties that the day of personal leave without explanation shall be used by the employee indiscriminately or excessively. It is further understood between the parties that this provision respecting personal business days shall be subject to

evaluation and review and shall be considered to be the subject to further negotiations based upon the actual experience with this provision.

5. FUNERAL LEAVE

a. Absence of five (5) consecutive calendar days without loss of salary shall be allowed an employee in case of death in his or her immediate family. Immediate family shall be defined as spouse, parent, grandparent, parent-in-law, child, sibling, or any other relative who is resident in the employee's household.

b. In case of death of a nephew, niece, uncle, aunt, cousin, brother or sister-in-law, the employee shall be paid for absence on the day of the funeral.

c. In cases not covered by (a) or (b), in which attendance at a funeral is expected of or incumbent upon an employee, he may be permitted to attend and in all cases an amount equivalent to substitute's pay shall be deducted from certificated employees; non-certificated employees shall be paid at half their regular base pay rate.

6. MARRIAGE

Employees are not expected to request time off during the school year for purposes of marriage or wedding trips, in view of the possibility of scheduling these in conformity with vacation and holiday periods. However, if unusual circumstances require special consideration, a leave of absence without pay may be granted by the Board.

7. COMPLIANCE WITH COURT ORDER

Personal business shall be granted for appearance in any legal proceeding connected with the employee's employment (other than Workmen's Compensation) or with the school system or in other legal proceeding in which the employee is required by law to attend, if the employee is not a party to the case.

8. MATERNITY

Maternity leave shall conform to existing New Jersey State Laws and shall include secretarial and clerical personnel.

9. MILITARY LEAVE

Military leave without pay shall be granted to any employee who is inducted into or enlists in any branch of the armed forces of the United States. Such extended leave shall be limited to the period of said induction or initial enlistment.

10. ABSENCE FOR PROFESSIONAL REASONS

a. Teachers may request two days' absence in each school year for the purpose of visiting other schools for observation, discussion and related professional interests. Requests for such time must be in writing, recommended by the Principal and approved by the Superintendent. However, such absence may exceed two days if in the opinion of the superintendent such absence is in the best interest of the school system.

b. Teachers may request additional time to that provided in the preceding paragraph, for purposes of attending professional

educational meetings or conventions. If granted, such leave shall be paid for at the teacher's regular rate minus an amount equivalent to substitute's pay.

c. Clerical and secretarial employees shall be granted two days with pay for purposes of attending the N.J.E.A. Convention.

11. SABBATICAL LEAVE

a. On the recommendation of the Superintendent, the Board may permit members of the teaching staff to take a sabbatical leave for the purpose of self-improvement and benefit to the school system through full time study in the field of teaching.

b. Such leaves shall be based on the semester calendar of the Carteret School System and may not exceed two (2) successive semesters.

c. Sabbatical leaves shall be granted to a maximum of one (1%) per cent of the teaching staff at any one time.

d. Requests for sabbatical leave must be received by the Superintendent no later than December 1, and action shall be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.

e. To be eligible for such leave, the teacher must have completed at least seven (7) full consecutive school years of actual teaching service in the Carteret School District. A teacher may receive only one (1) sabbatical leave (either one semester or two successive semesters) during his employment.

f. A teacher on sabbatical leave shall be paid fifty (50%) per cent of the salary rate which he would have received if he had remained on active duty. However, such salary shall be reduced by any figure which, when added to any stipend, grant, earnings or other remuneration that may be received from any source, would exceed his regular teaching salary during such period of absence.

g. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

h. The teacher shall sign a two year contract prior to the commencement of the sabbatical leave, which two year service is to be fulfilled upon the return of the teacher from sabbatical leave. The contract shall not contain a mutual cancellation clause. Failure to fulfill this contract will give the Board just cause to request cancellation of the teaching certificate from the Commissioner of Education. In addition, the Board also reserves the right to seek a proportionate reimbursement of the moneys paid the teacher while on sabbatical leave in the event the two year contract is not fulfilled.

12. GENERAL

a. All extended leaves of absence (including sabbatical and military) are made from the Carteret Public School System, and not from a specific position therein, except by permission of the Board. No salary increments are earned on leave, other than military or sabbatical.

b. No leave of absence shall be granted for employment in another business or occupation. Any employee on leave of absence who engages in other employment or self-employment, whether full time or part time, without written consent of the Board, shall be deemed to have voluntarily terminated his employment.

c. All extended leaves of absence shall be applied for and granted in writing.

d. Length of service, for purpose of these provisions, is the amount of continuous service since date of last engagement by the Board.

e. For the purposes of these provisions, the daily rate of pay for an employee shall be computed as $1/200$ th of his annual salary in the case of a ten (10) months' employee; $1/225$ th for an eleven (11) month employees; and $1/250$ th for a twelve (12) month employee.

SECRETARIAL, CLERICAL AND CUSTODIAL
 VACATION AND HOLIDAY SCHEDULE
 FOR TWELVE MONTH EMPLOYEES ONLY

1. VACATION SCHEDULE

<u>Service</u>	<u>Vacation</u>
6 months to one (1) year	1 week
1 year or more to 10 years	2 weeks
10 years or more to 20 years	3 weeks
20 years or more	4 weeks

a. Vacations are not accumulative and they must be approved by the appropriate supervisor.

b. All vacations should be taken during the months of July and August. An employee may be permitted to take his vacation time during the school year with written consent. In the case of Board office personnel and custodians written consent should be obtained from the Board's secretary. All other employees shall obtain such written consent from the Superintendent of Schools.

2. HOLIDAY SCHEDULE

In addition to the regular summer vacation, the following days shall be considered paid holidays:

Independence Day

Labor Day

Columbus Day

Presidential Election Day. General Election Day when school is not in session.

Veterans' Day

Thanksgiving Day

Day after Thanksgiving - if there is no school on that day

Day before Christmas

Christmas Day

Day before New Years

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

In the event school is conducted for all or portion of the day on which a holiday falls, corresponding time off shall be given on another day.

The time off shall be approved by the principal or other supervisor.

HEALTH-CARE INSURANCE FOR
TEACHERS AND OTHER PROFESSIONAL EMPLOYEES,
SECRETARIES AND CLERKS

The Board shall contribute towards the cost of health-care insurance in accordance with the following formula:

- A. Individuals enrolled in the health-care insurance plan for the first year -
Board to pay 50% of the cost
- B. Individuals enrolled in the health-care insurance plan for the second year -
Board to pay 50% of the cost
- C. Individuals enrolled in the health-care insurance plan for the third year -
Board to pay 75% of the cost
- D. Individuals enrolled in the health-care insurance plan for the fourth year -
Board to pay 100% of the cost

HEALTH-CARE INSURANCE FOR
CUSTODIANS AND JANITRESSES

The Board shall contribute 100% of the cost of the health-care insurance upon the first year of enrollment in the plan.

GRADUATE ASSISTANCE PROGRAM

I. FUNDING

There is presently available for the Graduate Assistance Program, Fiscal Year 1974-1975 the sum of \$8,000.

II. REGULATIONS

A. Personnel Eligible:

1. All full time professional staff members who have been employed by the Carteret Public Schools for more than one year.
2. Non-tenure teachers---
 - a. When they have been reappointed for the following school year by the Board of Education
and
 - b. When they have signed a contract signifying their return to the Carteret Public Schools the next year.
3. Nurses shall also be eligible for graduate assistance but such courses must be a course taken towards a Master's Degree and beyond the Bachelor of Science Degree. Nurses shall also comply with all of the foregoing regulations concerning application for and approval of the program.

B. Application Procedure:

1. The teacher must complete two copies of the application form and submit them to the designated office for review and approval.
2. This office will inform the teacher whether the request is approved or disapproved.
3. Applications must be made by October 15 for the fall semester, by March 1 for the spring semester, and June 30 for the summer semester.

C. Approval Regulations:

1. Course eligibility: to be approved, the course must benefit both the teacher and the Carteret School System. It must be related to the staff member's performance in his present position or in an area designated and approved by the Board of Education.
A course which in itself is not directly related to the teacher's present position may be approved if this course is part of an advance degree program and is necessary to complete the

Graduate Assistance Program (Continued)

requirements for the degree. Such a degree program must have prior approval of the Superintendent of Schools and must be in a field related to the teacher's present position or in an area designated and approved by the Board of Education. Such areas are guidance and school administration. Other degree programs will be evaluated on an individual basis. Courses taken to certify the teacher for his present position are not reimbursable.

Courses that will be approved are:

- a. Courses taken toward a Master's Degree in general education (elementary or secondary) or in a specific subject in which the staff member teaches (history, science, English, etc.)
 - b. Courses taken for a Master's Degree in guidance and school administration or for certification in guidance or school administration.
 - c. Approved courses for professional improvement beyond Master's level. The same restrictions previously cited apply.
 - d. Courses taken for professional self-improvement in subject areas in which the applicant teaches; i.e., biology, chemistry, English, social studies, etc.
2. A grade of "C" or better must be achieved for reimbursement purposes.
 3. Courses must be taken in an accredited college or university.
 4. Courses taken cannot be repeated at the expense of the Carteret Board of Education.

D. Course Verification:

The teacher will submit to the appropriate office evidence of successful completion of the course and the grade achieved within one month after completion of the course.

E. Reimbursement:

1. Reimbursement will depend upon the number of credits approved for the semester.
2. The maximum amount per credit will be \$20.00.
3. Checks will be distributed after a record of the grades had been received.

GRIEVANCE PROCEDURE

DEFINITIONS

The term "grievance" is defined as a complaint by any of the covered employees based upon an alleged violation of or violation from the provisions of this Agreement, or the interpretation or application thereof, and further by way of illustration and not by way of limitation, the term "grievance" shall not be deemed applicable in the following instances:

- (a) The failure or refusal of the Board to renew a contract of a non-tenure employee;
- (b) In matters where a method of review is prescribed by law, or by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education;
- (c) In matters where the Board is without authority to act;
- (d) In matters involving the sole and unlimited discretion of the Board;
- (e) In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the superintendent.

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

The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District.

The term "party" means an aggrieved employee, his immediate superior, the school principal or any staff member below the superintendent who may be affected by the determination of the superintendent in connection with the procedure herein established.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period, shall be deemed to constitute an abandonment of the grievance.
2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.
4. It is understood that employees shall during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

Level 1

An employee with a grievance shall first discuss it with his principal or immediate superior with the objective of resolving the matter informally.

Level 2

If as a result of the informal discussion the aggrieved is not satisfied with the disposition of his grievance, he may formally file the grievance in writing with the principal and chairman of the Association's Grievance Committee within ten school days after the decision at Level 1. Should the Association's Grievance Committee deem the grievance to be valid and meritorious, the chairman of the Association's Grievance Committee shall within five school days after receiving the written grievance, submit the grievance in writing to the principal specifying (a) the nature of the grievance, (b) the nature and extent of the injury, loss or inconvenience, (c) the result of the previous discussions, and (d) the aggrieved's dissatisfaction with the decision previously rendered. The principal shall thereupon hold a hearing with the aggrieved and the representative of the Association. The written decision of the principal shall be delivered within five school days after the hearing.

Level 3

If the aggrieved person is not satisfied with the disposition of his grievance at Level 2, or if no decision has been rendered within five school days after the grievance was delivered to the principal, he may request the Association's Grievance Committee to refer the grievance to the superintendent or his designee.

Level 4

Within ten school days after receipt of the grievance, the superintendent or his designee may confer jointly or severally with the parties involved and shall within ten school days after such conferences submit his written decision to the aggrieved and the Association's Grievance Committee.

Level 5

In the event the aggrieved is not satisfied with the determination of the grievance by the superintendent, he may request the Association's Grievance Committee to submit the grievance to the Board or to a committee designated by the Board. The grievance shall set forth the elements contained in Level 2 together with all other prior decisions. If the aggrieved does not request a hearing, the Board may consider the appeal of the written record submitted to it, or the Board may on its own conduct a hearing, or it may request the submission of additional material. Where the aggrieved requests a hearing in writing, a hearing shall be held before the Board. Such hearing shall not be held in a public session.

The Board shall make a determination within thirty days from the receipt of the grievance and shall in writing notify the aggrieved and the Association's Grievance Committee and the principal and superintendent of its determination. This time period may be extended by mutual agreement of the parties.

5. In the event an employee is dissatisfied with the determination of the Board, he may request the Association's Grievance Committee to submit a formal demand for advisory arbitration pursuant to the rules and

regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968. A request for such advisory arbitration shall be made no later than fifteen days following the determination of the Board. Failure to file within the said time shall constitute a bar to such arbitration unless the parties have extended the time by mutual agreement.

Within ten days after receipt of the written notice of demand for advisory arbitration, the Board, the aggrieved and the Association's Grievance Committee shall agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from the said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. Thereafter the parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

6. The arbitrator so selected shall confer with representatives of the Board and the Association's Grievance Committee and hold hearings promptly. He shall issue his decision not later than twenty days from the date of the closing of the hearing unless the time shall be extended by mutual consent. His decision shall be in writing. The arbitrator shall be without power or authority to make any decision which requires the commission of an act which is prohibited by the New Jersey Constitution or State Law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board, the aggrieved and the Association, and shall

be advisory only and no judgment may be entered thereon. The cost for the services of the arbitrator, including per diem expenses if any, shall be borne equally by the Board and the Association.

7. Forms for filing grievances, serving notices, 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.

8. If in the judgment of the Association's Grievance Committee a grievance is system-wide, and the Superintendent agrees that it is system-wide, the Association's Grievance Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level 3.

EXTRA PAY FOR EXTRA SERVICES

Frosh Advisers - 2 @ \$90 each	\$ 180
Soph Advisers - 2 @ \$175 each	350
Junior Advisers - 2 @ \$285 each	570
Senior Advisers - 2 @ \$375 each	750
Forensics	230
Literary Magazine	230
Newspaper	525
Yearbook: Editor - Literary	525
Editor - Business	285
Student Council	285
F.B.L.A. - 2 @ \$175 each	350
Honor Society	180
F.T.A.	180
Band Director	700
Assistant Band Director	410
Twirler Coach	285
Faculty Treasurer	1,150
Play Director	575
Drill Team Adviser	275
Choral Adviser, Elementary	275

COACHES SALARIES

Football: Head Coach	\$ 1,510
2 Assistant Coaches @ \$925	1,850
2 Assistant Coaches @ \$785	1,570
2 Assistant Coaches @ \$600	1,200
 Cross Country Head Coach	 925
Basketball (Male): Head Coach.....	1,290
Assistant Coach	785
Assistant Coach	640
 Basketball (Female): Head Coach	 800
Assistant Coach	530
 Wrestling: Head Coach.....	 925
Assistant Coach.....	660
Assistant Coach.....	525
 Winter Track: Head Coach	 925
Assistant Coach	525
 Baseball: Head Coach	 925
Assistant Coach	660
Assistant Coach	525
 Golf: Head Coach.....	 800
 Spring Track (Male): Head Coach.....	 925
2 Assistant Coaches @ \$660 ea.	1,320
 Spring Track (Female): Head Coach	 660
Assistant Coach	440
 Tennis (Male): Head Coach.....	 700
 Tennis (Female): Head Coach	 600
 Cheerleading Coach.....	 700
 Girls Intramurals	 600

