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THE BOOK DOES
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1976-1977 SCHOOL YEAR CONTRACT

TEACHERS' ASSOCIATION OF PROSPECT PARK

PROSPECT PARK BOARD OF EDUCATION

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RUTGERS UNIVERSITY

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ARTICLE I

RECOGNITION

The Board hereby recognizes the Teachers' Association of Prospect Park as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified teachers and nurses employed by the Board.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of New Jersey, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment, as may be within the contemplation of the statute. Such negotiations shall begin no later than October 1. Any agreement so negotiated shall apply to all teachers, be in writing, be signed by the Board and the Association, and be adopted by the Board. This Agreement shall be in effect from September 1, 1976 through August 31, 1977.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all public pertinent records, data and information of the Prospect Park School District. As soon as practicable, the Board shall permit the Association to examine the tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations.
- C. Neither party in negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- D. Should a mutually acceptable amendment to the Agreement concerning terms and conditions of employment be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board. The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. In the event an impasse in negotiations is reached, the article(s) causing such impasse shall be referred to the Public Employee Relation Division of the State of New Jersey.
- F. It is recognized by the Board and by the Association that negotiation over a successor Agreement is imperative and essential to the maintaining of proper employer-employee relations.
- G. To effect the development of a successor Agreement, the Board and the Association agree to meet on or about September (specific date to be arrived at), in pre-negotiation session, to establish ground rules for meetings to be held on later dates. Decisions to be made at such pre-negotiating session(s) will include such items as:

ARTICLE II (CONTINUED)

1. Place of meeting
2. Time of meeting
3. Frequency of meeting
4. Length of meeting
5. Composition and size of negotiating teams
6. Use of consultants
7. Procedure for presentation of proposals.
8. Agenda presentations
9. Time limits
10. Resolution of impasses
11. Presentation of new proposals subsequent to initial presentation of proposals.

ARTICLE III

GRIEVANCE PROCEDURE

The Board of Education of Prospect Park and the Teachers' Association of Prospect Park recognize the value in an interchange of ideas between employer and employees. This recognition dictates that a pattern be established whereby any employee may refer matters of mutual concern to the Board through proper administrative channels.

A. The following procedures, therefore, are to be followed for all grievances.

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies, and administrative decisions affecting a teacher or group of teachers.
2. An "aggrieved person" is the person or the Association making the claim.
3. A "party in interest" is the person or persons making the claim and any person(s), including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The Association in September of each year will present to the Administrative Principal for his perusal, the Authorization and Designation for Grievance Cards. A list of all members who have signed such cards will be submitted to the Administrative Principal. If the number of cards submitted constitutes a majority of the eligible members, the Association will be recognized as the sole and exclusive representative for all grievances. The cards will remain in the possession of the Association. This form is shown as Appendix A.

B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

C 1. 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 limits specified may, however, be extended by mutual agreement.

ARTICLE III (CONTINUED)

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits herein set forth shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Level One: Any teacher or group with a grievance shall first discuss it with the administrative head of the school either directly or through the Association's designated representative(s) with the objective of resolving the matter informally.
4. Level Two: If the aggrieved person(s) is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the administrative head of the school. A copy shall also be filed with the Board Secretary.
5. Level Three: If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the administrative head of the school, he may within five (5) school days after a decision by the administrative head or ten (10) school days after the grievance was delivered to the administrative head, whichever is sooner, request in writing that the Association submit its grievance to the Board. If the Association determines that the grievance is meritorious, it may submit the grievance to the Board within fifteen (15) school days after receipt of a request by the aggrieved person.

The Board and the Association shall mutually agree upon a hearing date within ten (10) school days after the Board's receipt of the grievance.

Following the hearing, the Board shall render its decision in writing within ten (10) school days following the Board hearing.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Chapter 303 Public Laws of 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of New Jersey or the constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any teacher is required to appear before the superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all public Board meetings, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal shall be notified in advance of the time and place of all such meetings.
- D. The Association shall have the privilege of using school facilities and equipment, at reasonable times, under proper operational supervision, and with approval of Principal.
- E. The Association shall have the use of a bulletin board in the faculty lounge.
- F. The Association shall have the right to use the school mail facilities.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.

ARTICLE VI

1976-1977 Salary Guide

	BA	MA
Level 1	\$9,600.00	\$10,200.00
Level 2	10,000.00	10,600.00
Level 3	10,500.00	11,100.00
Level 4	10,900.00	11,500.00
Level 5	11,350.00	11,950.00
Level 6	11,750.00	12,350.00
Level 7	12,150.00	12,750.00
Level 8	12,625.00	13,225.00
Level 9	13,100.00	13,700.00
Level 10	13,575.00	14,175.00
Level 11	14,175.00	14,775.00
Level 12	14,640.00	15,240.00
Level 13	15,185.00	15,785.00
Level 14	15,825.00	16,425.00
Level 15	16,525.00	17,125.00

ARTICLE VI (CONTINUED)

1976-1977 Nurse's Salary Guide (Non-degree)

5 increments @ \$200.00

8 increments @ \$300.00

Level 1	\$6,765.00
Level 2	6,965.00
Level 3	7,165.00
Level 4	7,365.00
Level 5	7,565.00
Level 6	7,765.00
Level 7	8,065.00
Level 8	8,365.00
Level 9	8,665.00
Level 10	8,965.00
Level 11	9,265.00
Level 12	9,565.00
Level 13	9,865.00
Level 14	10,165.00

ARTICLE VI (CONTINUED)

Physical Education Director's Guide

1 - 5 years	\$500.00 a year
6 - 10 years	600.00 a year
11th year	700.00 a year

ARTICLE VII

INSURANCE PROTECTION

- A. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association.

- B. As of the beginning of the 1976-1977 school year, the Board shall pay the full premium for each teacher including, where applicable, family plan coverage. Coverage is to include Blue Cross, Blue Shield, Rider J, and a Major Medical Program under "New Jersey Public and School Employees Health Benefits Plan." Any administrative charges or increased costs to said benefits will also be paid by the Board.

ARTICLE VIII

SICK LEAVE

- A. All teachers employed shall be entitled, beginning with the first official day of the school year to thirteen (13) sick or personal leave days, not less than (10) ten of which shall be for illness nor more than (3) three for personal reasons. Application in writing for personal leave shall be made at least one week before taking such leave, except in the case of emergencies, and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. Any of the unused days shall be accumulated from year to year as sick leave days with no maximum limit. Accumulated sick leave days shall not be affected by a leave of absence approved by the Board of Education.
- B. A tenure employee who is ill or disabled for a greater number of days than the total number of sick leave days he has accumulated as of June 30th of the preceding year, shall be granted an additional number of sick leave days equivalent to the amount he has accumulated. For such additional days the employee shall be paid one two hundredths ($1/200$) of his annual salary less such sum as is then being paid to substitute teachers for daily services.
- C. All rights under Paragraph B shall terminate at the end of the current school year (June 30) and shall not carry over to a new school year.

ARTICLE IX

LEAVE OF ABSENCE

- A. As of the beginning of the 1976-1977 school year, teachers shall be granted the following temporary non-accumulative leaves of absence as specified below:
1. From day of death to one (1) day after funeral, inclusive in the event of death of a member of the teacher's immediate family. (Immediate family considered as: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, or any member of the immediate household.)
 2. Up to one (1) day in the event of death of a relative outside of the immediate family.
 3. Up to one (1) day less the basic substitute pay following the death of a close friend, upon prior approval of the principal.
 4. Time for observance of certain religious activities, upon prior approval of the principal.
 5. Time for absence due to recognized government mandates over which the teacher has no control. Summons to answer violations of law due to personal reasons, shall not be construed as coming under this heading.
 6. Time to attend academic or professional conventions, to receive academic degrees and/or to visit other schools upon prior approval of the principal.
- B. As of the beginning of the 1976-1977 school year the extended leave of absence policies without pay shall be as follows:
1. Maternity:
 - a. The Board of Education may remove any pregnant teacher from her teaching duties on any one of the following bases:
 - (i) Performance: Her teaching performance has substantially declined from the time immediately prior to her pregnancy.
 - (ii) Physical Incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:
 - (a) The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
 - (b) The Board of Education's physician and the teacher's

ARTICLE IX (CONTINUED)

- (c) following any difference of medical opinion between the Board's physician and the teacher's physician, the Board requests expert consultation in which case the Passaic County Medical Society, 39 East 39th Street, Paterson, New Jersey, 07514, 201-279-1900, shall appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
- (iii) Just cause. Any other "just cause" as defined in N.J.S.A. Title 18A
- b. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers or the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq. and the rules, regulations, policy statements and collective negotiations agreements entered into by the Board, except as otherwise provided herein.
- (1) Upon reasonable notice, any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at any time prior to birth. At the time of application, which shall be made upon reasonable notice to the Board, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any teacher to produce a certificate from a physician in support of the requested leave dates provided that if the Board's physician is in disagreement the conflict of medical opinion shall be resolved as set out in paragraph a.(1)(c) of this policy. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of a leave for those dates would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contra-indicated. Following the grant of such leave to any teacher, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable

ARTICLE IX (CONTINUED)

period of time except that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change by the Board is not medically contraindicated. The Board may require any teacher to produce a certificate from the physician in support of the extension or reduction of requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in paragraph a.(ii)(c) of this policy.

(ii) The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained. A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled.

(iii) No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided in this policy. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph a.(ii)(c) of this policy.

2. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction of initial enlistment, or to the spouse of any teacher who is inducted or who enlists to join him for the period or special training in preparation for duty overseas in combat zones.

3. Nothing contained herein shall be construed to deny or restrict to any teacher the right to apply for a leave of absence for reasons not stated above.

4. All extensions or renewals of leaves shall be applied for and granted in writing.

C. Deductions in pay shall be at the rate of 1/200 of the contract salary for the 1976-1977 school year.

ARTICLE X

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

1. To quell a disturbance, threatening physical injury to others;
2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
3. For the purpose of self-defense; and
4. For the protection of persons or property.

and such acts, or any of them shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, by-law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

- B. 1. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
2. Benefits derived under this or subsequent agreements shall encompass the period as set forth in the Workmen's Compensation Act.
- C. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal.
- D. Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the board of education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- E. Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting

ARTICLE X (CONTINUED)

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

therefrom; and said board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

- F. The Board shall reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or on a school sponsored activity, which is due to vandalism, negligence or accidental occurrence while on duty.

ARTICLE XI

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of the administrator and the teacher as pertaining to student discipline shall be reduced to writing by the administrative principal and presented to each teacher at the start of each school year.

- B. When, in the judgement of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of the other students, the teacher may refer him to the principal. If, upon return of the pupil to the classroom the behavioral problem continues, the teacher may refer the pupil to the principal for further disciplinary action. In such cases, the principal shall arrange as soon as possible a conference with himself, the teacher and possibly an appropriate specialist to discuss the problem and appropriate steps for its resolution.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. No religious test shall be required as a qualification for employment in any capacity in the public school system of the state or any school or educational institution supported wholly or in part with state funds and no inquiry in regard to his religion shall be made of a person proposed for or seeking such employment and any person violating the provisions of this section shall be guilty of a misdemeanor.

No discrimination based on sex shall be made in the formulation of the scale of wages, compensation, appointment, assignment, promotion, transfer, resignation, dismissal, or other matter pertaining to the employment of teachers in any school, state college, college, university, or other educational institution, in this state, supported in whole or in part by public funds unless it is open to members of one sex only, in which case teachers of that sex may be employed exclusively.

- D. Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or employed hereafter by the Board.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram, a written communication, or certified letter at the following addresses:
 - 1. If by the Association, To Board of Education, 94 Brown Avenue, Prospect Park, New Jersey 07508.
 - 2. If by Board to Teachers' Association of Prospect Park, 94 Brown Avenue, Prospect Park, New Jersey 07508.

ARTICLE XIII

DUTY FREE LUNCH AND PREPARATION PERIODS

- A. The Board agrees that teachers shall continue to have a daily duty free lunch period.

No teacher shall be required, requested, or directed to supervise, coordinate, assist, or participate in the school lunch program. This does not in any way affect the current arrangement for what is commonly called play-ground duty.

- B. The Board agrees that preparation time is time that all teachers shall be granted on a weekly basis.

When specialists are hired and given responsibility for teaching the class, then those specialists shall have sole supervisory responsibility for that class.

ARTICLE XIV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 1976 and shall continue in effect until August 31, 1977, subject to the Association's right to negotiate over a successor Agreement as provided. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

TEACHERS' ASSOCIATION OF PROSPECT PARK

BOARD OF EDUCATION OF
PROSPECT PARK

Helen W. Keith

PRESIDENT

Tommy P. Williams

PRESIDENT

Hazel M. Smith

SECRETARY

Holmes Graber

SECRETARY



SEAL



SEAL

APPENDIX A

AUTHORIZATION AND DESIGNATION
FOR GRIEVANCE REPRESENTATION

Name _____ District _____

School _____ Position _____

Home Address _____
(street) (municipality) (state) (zip code)

I am a member of

(name of association)

and I hereby designate and authorize said Association, its agents or representatives, to act for me pursuant to Chapter 123, Public Laws 1974, as my exclusive representative for the purpose of processing grievances, individual or group, and any questions which arise thereunder unless and until I select a representative other than the Association; in which case I will so notify both the Administrative Principal and the Association in writing, stating the name of my representative. I realize that the Association will be represented at all grievances even if I revoke this authorization and designation.

(date)

(signature)