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AGREEMENT

Between

THE BOARD OF EDUCATION

SOUTH RIVER, NEW JERSEY

and

THE SOUTH RIVER EDUCATION

ASSOCIATION



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SOUTH RIVER, NEW JERSEY

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THE SOUTH RIVER EDUCATION
ASSOCIATION



AGREEMENT

This Agreement is entered into by and between the South River Board of Education, hereinafter called the "Board" and the South River Education Association, hereinafter called the "Association."

ARTICLE 1 — *Recognition*

The Board recognizes the South River Education Association as the exclusive representative for the following unit of employees for the years 1969 through 1972:

Classroom teachers, school nurses, school librarians, guidance counselors, school social worker, school psychologist, learning disability specialist, department heads, remedial teachers, and special education teachers who are under contract with the Board. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers."

ARTICLE II — *Board of Education's Rights*

Except as specifically modified by this Agreement, the Board retains, without limitations, all powers, rights, and authority vested in it by all laws, rules and regulations, including the management and direction of all the operations and activities of the school district.

ARTICLE III — *Grievance Procedure*

A. Definition of Terms

1. *Grievance* — a claim by a teacher or group of teachers based upon an alleged violation, misinterpretation, or inequitable application of any of the provisions of this Agreement as required by Paragraph 7, Chapter 303 laws. A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its occurrence.
2. *Aggrieved Person* — The person or persons making the claim.
3. *Party in Interest* — The person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Provisions for handling grievances filed at the end of the school year — in the event that a grievance is filed on or after June 1, the time limits set forth herein may 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.

B. Procedure

1. *Level One* — An employee with a grievance shall submit a written copy of his grievance with his supervisor or principal. An effort to resolve the matter will be made at an informal conference called within five (5) school days of the date the grievance was filed. If the matter cannot be resolved the supervisor or principal will render a written decision to the aggrieved person within three (3) school days of the informal conference.
2. *Level Two* — In the event that the aggrieved person wishes to pursue his grievance further, he may within five (5) school days of receipt of the decision from his supervisor or principal file a written copy of his grievance with the Association to determine whether or not the grievance has merit. If the Association considers the grievance to have merit, a written copy of the grievance shall be filed with the Superintendent of Schools within five (5) school days from its receipt by the Association.
3. *Level Three* — Within ten (10) school days after the grievance has been filed with the Superintendent of Schools, he shall meet with the aggrieved person in an effort to resolve it. The aggrieved person may have one representative from the Association attend with him. If the matter cannot be resolved, the Superintendent and the Association shall each, within five (5) school days of the final conference refer the matter to the Board of Education.
4. *Level Four* — The Board of Education shall consider the grievance within ten (10) school days from the date it has been filed with the Secretary of the Board of Education as outlined at Level Three. The Association shall be permitted five members on the committee, but only three shall be

permitted to participate in the presentation of the grievance. The Association may have a Field Representative from the state organization present. The number of witnesses permitted to testify shall be mutually agreed upon. Attendance at all hearings shall be limited to those listed in this policy.

ARTICLE IV — *Teacher Rights*

- A. Professional employees of the Board of Education shall have the right to freely organize, join, and support the South River Education Association and its affiliates for the purpose of engaging in collective negotiations.
- B. No tenure teacher shall be disciplined, reduced in rank or compensation without just cause.

ARTICLE V — *Association Privileges*

- A. The Board of Education agrees to provide the South River Education Association with reasonable information; such as; concerning financial resources, audits, and lists of certificated personnel.
- B. The Building Representative, with the approval of the principal, shall have the right to transact reasonable business during normal school hours.
- C. With the permission of the Superintendent, the S.R.E.A. may use school equipment (typewriters, mimeograph machines, etc.)
- D. A bulletin board for the use of the Association shall be provided in each school. Administration approval for posting Association approved materials shall be necessary.
- E. Unless the principal objects, the Association may use inter-school mail facilities and school mail boxes for routine letters and notices. This excludes all bulk mail.
- F. The president of the Association shall not be scheduled for duties in accordance with the following:
 - 1. If the president is an elementary teacher, he shall be relieved of teaching duties on Friday afternoons.
 - 2. If the president is a secondary teacher, he shall be relieved of one non-teaching period per day.
 - 3. The president so relieved shall be required to

remain in his school unless permission is granted by the principal.

ARTICLE VI — *Supplies and Equipment*

The Board and the Association recognizes that the quality and the quantity of educational materials and equipment utilized in facilities that provide proper seating, storage and display areas, as well as adequate ventilation, heating and lighting, together with adequate rest rooms and lounge facilities for pupils and teachers are important factors in promoting good education and will, whenever possible, subject to budget limitations, community support, and limitations of existing buildings exert their influence to provide them adequately for both pupils and teachers. However, the final decision as to adequacy shall be made by the Board of Education.

ARTICLE VII — *Teaching Hours and Teaching Load*

- A. Teachers shall report at least ten minutes before the opening of school, and shall be required to remain fifteen minutes past the close of the teaching day. The regular in-school work day shall not exceed 7 hours and 30 minutes, except that teachers shall be required to attend faculty, grade level, departmental, and curriculum meetings.
- B. When administratively possible, all secondary teachers shall be scheduled for no more than 3 consecutive teaching periods, or if multiple periods are involved for no more than 4.
- C. The practice of using regular teachers as substitutes shall be discouraged; however, if it is necessary in an emergency, such coverage shall be assigned to teachers on a rotating basis. Coverage shall be arranged by the school principal. Any teacher who accumulates $7\frac{1}{2}$ hours of such coverage shall be paid the current daily salary paid to a substitute.
- D. Teachers at the elementary level shall have one preparation period per week, provided that such a period is scheduled during a time when the class is supervised by a teacher of special subjects.
- E. The Board and the Association recognize that class size is an important factor in good education and will, whenever possible, subject to space availability, and

all other educational considerations, insure that class size is of the most effective nature for both teacher and pupil. However, the final decisions as to class size will be made by the Board in the best interests of the pupils and shall not be subject to the grievance procedure.

- F. A strong effort shall be made to use, as far as possible, facilities that are suited to the course and the method involved.
- G. All teachers shall be subject to assignment to extra-curricular and co-curricular activities. Except for teachers performing added duties for which they receive differentiated pay or released time, all meetings beyond one per month needed in the direction of such an activity shall be voluntary.

ARTICLE VIII — *Teaching Assignments*

- A. Teachers shall be notified of their contract and salary status for the ensuing year no later than April thirtieth.
- B. Teachers shall be notified of their class and building assignments as soon as possible. New personnel shall be notified of their assignments as soon as possible and, except in cases of emergency, not later than September 1.
- C. A strong effort shall be made to assign teachers within their area of certification.
- D. Teachers who are assigned to more than one school shall have their schedules arranged so as to do as little traveling as possible.

ARTICLE IX — *Promotions and Transfers*

- A. The staff shall be notified of all administrative, supervisory, and extra-curricular vacancies as soon as practicable.
- B. Teachers desiring to change grade and/or subject assignment or who wish to transfer to another building may file a written statement with the Superintendent by March 1. Such requests for transfer shall be considered.
- C. Involuntary transfers shall be made only after meeting with individual involved.

ARTICLE X — *Leaves of Absence*

A. *Sick Leave*

1. All ten month employees shall be granted ten days of sick leave yearly. All twelve month employees shall be granted twelve days sick leave yearly. All unused sick leave shall be cumulative for a possible emergency in later years. When absence because of sickness exceeds the total sick leave permitted under this provision, the employee will continue to receive his salary less the pay of his substitute for a period not to exceed twenty days.
2. If a teacher because of illness is absent from school for more than three consecutive days, he must present a doctor's certificate to the Superintendent upon his return.
3. Teachers who have been on leave of absence authorized by the Board shall have previous accumulated sick leave restored to them upon return to active service.

B. *Maternity Leave*

1. *Conditions for Leave:* Maternity leaves shall be granted only to teachers on tenure. Non-tenure teachers who are pregnant will receive release from contract. Subject leave shall be without salary.
2. *Procedure for Requesting Leave:* A married woman shall, before the expiration of the fourth month of pregnancy, file a written request with the Superintendent of Schools for either a release from contract or a leave of absence for maternity reasons. The request shall be submitted to the Board of Education by the Superintendent at the next regular meeting.
3. *Length of Leave:* A maternity leave-of-absence shall extend to September first of the year nearest the child's first birthday; i.e., if the child is born between September first and the last day of February, the leave of absence will terminate the following September first. If the child is born between March first and August thirty-first, the leave will terminate one year from the following September first. The Board of Education may request an earlier return by special action, but only if the

physician submits a written statement that the teacher is able to resume her position.

4. *Extension of Leave:* The Board of Education may, upon written application, grant one extension of a maternity leave of absence.

C. *Health Leave*

1. A tenure teacher desiring a leave of absence for health reasons may be allowed one year's absence with no loss of seniority, tenure, or retirement rights, and upon return be placed on the salary schedule in the position occupied at the beginning of the leave. When teachers resume teaching after leave, they shall receive 50% of the increment they would have received had they continued in the system without interruption, over their salary at the time they are granted a leave. No teacher shall have more than two successive leaves.

D. *Professional Observation and Conferences*

1. One day per year may be allowed each teacher for observation at another school without loss of pay. Arrangements must be made in advance through the Superintendent of Schools.
2. Members of the staff may be permitted to attend professional meetings which shall have for their theme subjects of interest to the professional program of our schools. Approval to attend such meetings will be granted by the Board of Education upon the recommendation of the Superintendent of Schools. Those who attend shall be reimbursed for expenses and mileage (computed at .08 per mile), but the total amount of such reimbursement shall not exceed ten dollars.
3. Up to one day shall be granted to three members of the Association for the purpose of attending conferences and conventions of state and national affiliated organizations. Substitute's pay shall be deducted for such absence.

E. *Military Leaves*

1. Military leave shall be granted without pay to any teacher who is inducted in any branch of the Armed Forces for the period of induction.

F. Funeral Leave

1. An allowance of five days will be granted without deduction in case of death of father, mother, sister, brother, husband, wife, son, or daughter. This time is not deducted from the regular sick leave.
2. An allowance of three days will be granted without deduction in case of death of the father, mother, sister, or brother of the husband or wife of an employee.
3. An allowance of one day will be granted without deduction in salary to attend the funeral of a grandparent, grandchild, brother-in-law, or sister-in-law of a teacher (but not of the teacher's spouse) or an uncle or aunt provided that said uncle or aunt resides in the same household as the teacher.

G. Personal Leave

1. Five days per year shall be allowed each teacher for personal reasons. The teacher will lose from his pay only the wages of his substitute while the teacher is absent. The Superintendent will determine which leaves shall be considered personal.

H. Educational Leave

1. Teachers who are granted a leave of absence by the Board of Education for further study shall, upon return, receive the normal increment which they would have received had they remained in service.

I. Miscellaneous Leaves

1. Teachers required to appear in any legal proceedings connected with the teachers' employment or by reason of their connection with the school system shall suffer no loss of pay provided that such appearance is not necessitated by any suit brought by said teachers against the South River School District.
2. A teacher may be granted a leave of absence without pay for up to one year for the purpose of engaging in activities of the Association and its affiliates.
3. An allowance of not more than two days per year may be approved by the Superintendent for the observance of a religious holiday by an employee.

ARTICLE XI — *Salaries and Fringe Benefits*

A. *1969-1970 Teacher Salary Schedule*

1. The basic salary schedule for all persons covered by this agreement is set forth in Appendices "A" and "B" which are attached hereto and made a part hereof.

B. *Extra Curricular Compensation*

1. Extra-curricular activities shall remain the same in number and compensation during the year 1969-70 as they have been during the year 1968-69.

C. *Fringe Benefits*

1. Group Health Insurance

- a. All full-time regularly employed teachers shall be eligible for enrollment in the New Jersey Public and School Employees Health Benefit plan as administered by the Division of Pensions, and which includes Blue-Cross-Blue Shield, Rider J. and Major-Medical Coverage.
- b. The Board of Education shall participate in the financing of the program by contributing the following amounts:
Single Plan — entire premium
Other than Single Plans — the premium less four dollars per month.

2. Professional Improvement

- a. To encourage professional growth among the teachers, the Board shall reimburse not more than twenty-five teachers each year for tuition paid in the successful pursuit of college and university graduate courses in accordance with the following provisions:
 1. Applications for approval of courses to be taken must be made with the Superintendent of Schools at least forty-five (45) days in advance of the beginning of said course.
 2. Preference will be given to those who are matriculated for a graduate degree.
 3. Courses cannot be used toward certification for the position held by the teacher.
 4. Payment shall not exceed one hundred dollars per teacher per year.

5. Payments shall be made by the Board within two months after the teacher has submitted a college transcript showing the successful completion of work together with a receipted tuition bill.
 - b. The Board shall pay the full cost of tuition and other reasonable expenses with any in-service courses, workshops, etc. necessary to broaden and strengthen the teacher's background in his subject field or grade level, provided that such in-service courses, workshops, etc. are sponsored by the school system.
 - c. Teachers may request the Board to purchase books, equipment and other resource material for the professional development of the staff.
3. Use of Vehicles
 - a. Teachers authorized by the Superintendent of Schools to use their personal automobiles for school business shall be reimbursed at the rate of eight (.08) cents per mile.

ARTICLE XII — *Negotiations Procedures*

- A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303 Public Laws of 1968 on or about October 1 of the calendar year preceding the calendar year in which the present Agreement expires.
- B. Any Agreement negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.
- C. Neither party shall have any control over the selection of the negotiating representatives of the other party. The parties mutually agree 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 the negotiations.
- D. 1. *Impasse* shall be defined as follows: "Persistent Disagreement" that continues after normal negotiations procedures have been exhausted.

- E. The Board and the Association agrees that the Negotiated Agreement, when signed, becomes Board policy for the term of the Agreement and that the Board shall carry out the commitments contained therein and the Board shall give them full force and effect as Board policy.
- F. The Board and the Association agree that if any provision of the Negotiated Agreement or any application of the 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.
- G. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed shall be consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with the Agreement, the Agreement during its duration, shall be controlling.
- H. Copies of the Negotiated Agreement shall be printed on a 50-50 cost basis within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or recommended for employment to the Board by the Superintendent.
- I. Whenever any notice is required to be given by either of the parties to the Agreement to the other pursuant to the provision(s) of the Agreement, either party shall do so by telegram or registered letter at the following addresses. It is agreed that such notice shall not be construed to reopen any items in this Agreement.

- 1. The South River Board of Education
Montgomery Street
South River, New Jersey 08882

- 2. The South River Education Association
Box 61
South River, New Jersey 08882

ARTICLE XIII — *General*

- A. The Board agrees that there shall be no discrimination in hiring, training, assignment, promotion, trans-

fer, or discipline of teachers or in the application or administration of the Negotiated Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

ARTICLE XIV — *Duration*

The provisions of this Agreement shall become effective July 1, 1969 and shall continue and remain in full force and effect until June 30, 1970.

IN WITNESS WHEREOF, the parties hereinto set their hands and seals this 21st day of April, 1969.

South River Education Association

s/ Doris H. Wenger, *President*
s/ George A. Swenson, *Secretary*
s/ John H. Russell, Jr. *Chairman,*
Negotiating Committee
s/ Edwin J. Heck
s/ James W. Patterson
s/ William R. Kendrick, Jr.

South River Board of Education

s/ Alexander A. Lach, *President*
s/ Eugene A. Konopacki, *Secretary*
s/ Michael J. Toht, *Chairman,*
Negotiating Committee
s/ George W. Wykpisz
s/ John J. Woronowicz
s/ Dorothy E. Clark

APPENDIX A
TEACHER'S SALARY GUIDE — 1969-1970

<i>Step</i>		<i>No Degree</i>	<i>B.A. Degree</i>	<i>M.A. Degree</i>	<i>Doctorate</i>	
Minimum	—	1.	\$6500	\$6800	\$7300	\$7800
		2.	6700	7000	7500	8000
		3.	7000	7300	7800	8300
		4.	7300	7600	8100	8600
		5.	7600	7900	8400	8900
		6.	7900	8200	8700	9200
		7.	8200	8500	9000	9500
		8.	8500	8800	9300	9800
		9.	8800	9100	9600	10100
		10.	9100	9400	9900	10400
		11.	9500	9800	10300	10800
		12.	10000	10300	10800	11300
		13.	10500	10800	11300	11800

APPENDIX B

School Psychologist —

A. School year — August 15 - June 30

B. Salary — 1.10 x Master's Scale experience

FOR NURSES

TRAINING BEYOND HIGH SCHOOL GRADUATION

<i>Step</i>	<i>No Degree</i>	<i>A.B. Degree</i>	<i>M.A. Degree or above</i>
Minimum — 1.	\$5400	\$5700	\$6200
2.	5600	5900	6400
3.	5800	6100	6600
4.	6100	6400	6900
5.	6300	6600	7100
6.	6600	6900	7400
7.	6900	7200	7700
8.	7200	7500	8000
9.	7500	7800	8300
10.	7700	8000	8500
11.	7900	8200	8700
12.	8200	8500	9000
13.	8500	8800	9300
Maximum—14.	9000	9100	9600

