

Camden

PERC

Duplicate

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF WATERFORD TOWNSHIP
THE COUNTY OF CAMDEN

AND THE

WATERFORD TOWNSHIP EDUCATION ASSOCIATION

1975-1977

PREAMBLE

This Agreement entered into this 1st day of July, 1974 by and between the Board of Education of Waterford Township, hereinafter called the "Board", and the Waterford Township Education Association, hereinafter called the "Association".

I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all professionally certified personnel employed by the Board, including: Teachers, Nurse.

But excluding: administrative executive personnel, office and clerical personnel, maintenance and operating employees, non-professional personnel, janitors, library clerks, bus drivers, cafeteria personnel, substitute teachers.

II - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 30 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers covered by this agreement, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. "Grievance" - a "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement negatively affecting a teacher or a group of teachers.
2. "Aggrieved Person" - an "aggrieved person" is the person making the claim.

B. PURPOSE

1. 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 the procedure.

C. PROCEDURE

1. A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.
 - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed waiver of further appeal of the decision.
 - b. It is understood that any aggrieved person 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 affect thereof shall have been duly determined.
 - c. Time limits - 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.

GRIEVANCE PROCEDURE

(Con'd)

- (1) In the event one of the parties becomes incapacitated, the time limits may be extended by mutual agreement.
 - d. All meetings and hearings under this procedure should be handled with discretion.
2. Any aggrieved person who has a grievance shall discuss it first with his Assistant Administrator in an attempt to resolve the matter informally at that level. If the matter cannot be resolved informally, the aggrieved person may file a formal written grievance with the Assistant Administrator. The Assistant Administrator shall give his decision in writing within five (5) school days of receipt of the written grievance.
3. The aggrieved person, no later than five (5) school days after receipt of the decision of his Assistant Administrator, may appeal the decision to the Chief Administrator of schools. The appeal to the Chief Administrator must be made in writing specifying:
 - a. The nature of the grievance
 - b. The nature and extent of the injury, loss, or inconvenience
 - c. The results of the previous discussions, and
 - d. His dissatisfaction with decisions previously rendered.

The Chief Administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal.

The Chief Administrator shall communicate his decision in writing, to the aggrieved person, to the Association, and the Assistant Administrator.

4. If the grievance is not resolved to the aggrieved person's satisfaction, he, no later than five (5) school days after receipt of the Chief Administrator's decision, may request a review by the Board. The request shall be submitted in writing through the Chief Administrator of schools who shall attach all related papers and forward the request to the Board.

GRIEVANCE PROCEDURE

(Con'd)

The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the aggrieved person and render a decision in writing and forward copies thereof to the grievant and to the Association within fifteen (15) calendar days of the receipt of the appeal or, if a hearing is granted, within fifteen (15) calendar days of the date of the hearing. The referred to hearing, if granted, shall be held within thirty (30) days after receipt of the appeal notice.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and he wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Chief Administrator, within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievances concerning:
 - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
 - b. A complaint of a non-tenure teacher which arises by reason of his not being re-employed, or
 - c. A complaint by any certificated personnel occasioned by appointment to, retention in or lack of retention in, any bonus position for which tenure either is not possible or not required, or
 - d. Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
6. Securing services of an arbitrator:
 - a. The following procedure shall be used to secure the services of an arbitrator:
 - (1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.

GRIEVANCE PROCEDURE

(Con'd)

- (3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
 - b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board. The recommendations of the arbitrator shall be binding.
 - c. Rights of teachers to representation:
 - (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by the Association or by a representative selected or approved by the Association.
 - (2) When an aggrieved person is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Chief Administrator, or at any later level, be notified by the Chief Administrator that the grievance is in existence, and shall be notified of the result.
7. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

IV - TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, and as hereafter amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.
- B. Any question and/or criticism by a supervisor or administrator of a teacher and/or his instructional methodology shall be made in confidence and not in the presence of students.
- C. Whenever any teacher is requested to appear before an administrator, his designee, Board, any committee of the Board, or any agent thereof, concerning any matter which could adversely affect the continuation of that teacher's position, the said teacher shall be entitled to have a representative of the Association present during such proceedings.

TEACHER RIGHTS
(Con'd)

- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. 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 under the Public Employees Relation Commission statutes.
- F. No teacher shall be discharged, disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause.

V - ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available material which is considered public in nature concerning the educational program and the financial resources of the district.
- B. The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, upon the approval of the Administrative Principal. He shall be notified in advance of the time and place of all such meetings.

VI - TEACHERS' SIGN-IN PROCEDURE

- A. Teachers shall indicate their presence for duty each day by placing their initials in the appropriate column of the faculty sign-in roster. Teachers shall also place their initials in the appropriate column of the faculty sign-out roster at appropriate departure times.
The appropriate times will be 30 minutes before the school day begins and 15 minutes after the school day ends except for the teacher assigned bus duty in the afternoon who shall remain for 30 minutes after the school day ends.

VII - SICK LEAVE

- A. Illness on part of employee
 - 1. Time lost for illness will be subtracted from sick leave days due the employee. When sick leave days due are consumed, pay will no longer be received for days lost due to illness.
 - 2. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

VIII - TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be eligible to receive three days personal leave without loss of pay. Application should be made to the Administrative Principal three days in advance, except in cases of

TEMPORARY LEAVES OF ABSENCE
(Con'd)

emergency, and be approved by the Administrative Principal. Teachers shall not be required to state reasons for such leaves. No other time off shall be permitted, except as already defined herein, without the written consent of the Administrator.

B. Personal leaves shall not be accumulative.

C. School Observation

1. Teachers can be excused from their duties at the discretion of the Administrative Principal for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with Board consent.

D. Religious Holidays

1. Absence for the observance of legally established religious holidays fixed by the State Commissioner of Education shall be allowed after a request in writing has been made to the Administrative Principal. A maximum of three days per year will be permitted without loss of pay.

E. Death in Family

1. Teachers will be excused from duty with pay for a maximum of three days in the event of death of a brother or sister by blood relationship, a mother-in-law or father-in-law.
2. Teachers will be excused from duty with pay for a maximum of five days in the event of death of husband, wife, child, or parent.

IX - EXTENDED LEAVES OF ABSENCE

A. Maternity Leave

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, short term disabilities. All employment policies and practices involving commencement and duration of leave, availability of extensions, accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to disabilities due to the above causes as they are applied to other short term disabilities incurred by members of the bargaining unit.

1. Teacher shall notify the Board of Education of pregnancy at least 60 days prior to the requested time of leaving. At this time she shall indicate her anticipated date of return.
2. Any teacher granted maternity leave without pay according to the provisions of this section may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.

EXTENDED LEAVES OF ABSENCE

(Con'd)

3. Any tenured teacher shall be reinstated to her position or to a position of a similar nature -- grades K-3 or 4-6.

B. Illness in Family

A leave of absence without pay of up to one year shall be granted 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.

C. Return from an Extended Leave

Upon return from leave granted pursuant to this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.

D. Benefits

All benefits to which a teacher was entitled at the time his or her leave of absence commenced, including unused accumulated sick leave shall be restored upon his or her return.

X NON-TEACHING DUTIES

A. INTENT

The Board and the Association mutually agree that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

B. APPLICATION

1. Teachers shall have a thirty (30) minute duty-free lunch period as prescribed by the State Department of Education.
2. Teachers shall not be required to supervise playground or lunches.
3. One teacher shall be on call to assist in cases of emergency and discipline problems. It is not the intent that the on-call teacher be physically present in the lunch or playground area, but said teacher should be on the school premises during their on-call period.
4. The Board agrees to provide machine scoring of all Iowa Tests.

XI - TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of every school year. Any teacher employed prior to December 1 of any school year shall be given full credit for one year of service toward the next increment step for the following year. All certified prior teaching experience in the public school system shall be accredited.

XII - TEACHER EVALUATIONS

- A. A teacher shall have the right to see copies of all evaluation reports prior to their entry into the teacher's personnel file. A teacher shall be required to initial such report but this initialing does not indicate agreement with such evaluation; in the event the teacher refuses to initial the evaluation report, his supervisor will so note this on the report and enter it into his file. A copy of the evaluation report shall be furnished each teacher evaluated. A teacher may have a letter of explanation or rebuttal placed in his file in answer to any evaluation report included therein.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- C. Teachers shall be evaluated by the Administrative Principal of Waterford Township or other properly qualified person designated by the Board.
- D. A conference shall be held no later than seven school days after any class visit.
- E. Any serious complaints regarding a teacher made to any member of the Administration and/or the Board of Education by any parent, student, or other person shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint.

XIII - LETTER OF INTENT

- A. All teachers who will or will not be rehired for the 1976-77 school year shall receive a letter of intent prior to the spring vacation. Teachers who will be rehired shall indicate their intentions one month after receiving the notification.

XIV - FACULTY COUNCIL

- A. The Association shall select a Faculty Council which shall meet with the Administrator at least once a month for the duration of the school year. This Council shall consist of five members.
- B. The purpose of this Council shall be to make recommendations to the Administrator in order to facilitate the smooth operation of the educational program.
- C. The Council will discuss and review current school problems and practices with the Administrator.

XV - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested to take by the Administration and/or the Board of Education. Teachers holding emergency or provisional

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

(Con'd)

certificates will not be included under this provision.

- B. The Board agrees to pay up to one hundred dollars (\$100.00) per teacher for graduate courses undertaken by a teacher during any calendar year. The teacher must receive prior approval of the Administrator for all courses taken and the teacher must receive a grade of "B" or better in order to receive the one hundred dollar (\$100.00) reimbursement. A certification from the college must be given to the Administrator to indicate that the tuition was actually paid and that the teacher received a grade of "B" or above. All teachers must notify the Administrator by October 1 of each school year of their intent to enroll in graduate courses in order to insure payment for courses taken under the conditions enumerated above on June 1 of the ensuing semester.

XVI - PROTECTION OF TEACHERS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.

XVII - NURSE

- A. The Nurse shall work $\frac{3}{5}$ of the required number of days for the other professional members of the staff. These days shall be decided by mutual agreement between the Administrator and the Nurse.
- B. The Nurse shall be paid at the rate of $\frac{3}{5}$ of the salary at the appropriate step on the Bachelor 1974-75 salary scale.

XVIII - PERSONAL FREEDOM

- A. The personal life of a teacher is not an appropriate concern or attention of the Board except as it may affect the teacher in properly performing his assigned functions during the workday.

XIX - TEACHER WORK YEAR

- A. The Faculty Council shall make recommendations to the Administrative Principal concerning the school calendar. Changes in school calendar shall not be made prior to consulting this Council. However, the Faculty Council must respond within ten school days after receiving written notice of the proposed change from the Administrative Principal.
- B. The calendar shall provide for one hundred and eighty-five (185) working days for the teachers and one hundred and eighty (180) days for the pupils.

XX - MISCELLANEOUS PROVISIONS

- A. If any provisions 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 a 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 of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. All administrative meetings will be held with three school days notice unless an emergency occurs. Such meetings shall not be held more than twice monthly unless an emergency occurs.
- D. Proposed new rules or changes in existing rules or working conditions must be negotiated with the exclusive bargaining agent before they are established.

XXI - INSURANCE PROTECTION

- A. In 1974-75 the Board will pay complete individual coverage and \$105.00 toward dependent coverage.
- B. In 1975-76 the Board will enter the State Health Benefit Plan with the 1974-75 coverage under Plan Code 50 Husband and Wife Maternity and Major Medical Benefits. The Board will pay the full cost of Major Medical Benefits.
- C. If the employee does not carry Blue Cross, Blue Shield and Rider J coverage, the Board will pay an equal amount, based on employee coverage, toward Washington National Insurance if available.

XXII - MANAGEMENT RIGHTS

Except as limited by the specific provisions of this agreement the Board of Education reserves to itself all rights and functions vested in it pursuant to all applicable laws and regulations.

XXIII - PROCEDURE FOR WITHHOLDING INCREMENTS

Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

1. That the procedures be adhered to as outlined in Article XII "Teacher Evaluation".
2. The immediate superior and/or the Administrative Principal shall not forward any recommendation to withhold a teacher's increment or a part thereof to the Board unless at least ninety (90) calendar days prior thereto, and in no case later than April 1 of the preceding school year in which such action

PROCEDURE FOR WITHHOLDING INCREMENTS
(Con'd)

would take effect, the principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.

Any employee who has an increment withheld under this procedure may appeal the action of the Board through all of the procedures outlined in Title 18A up to and including a decision by the Commissioner of Education.

Any employment increment or adjustment increment or part thereof withheld under this provision shall be restored the following year unless the procedures set forth in this provision are followed once again, in which case the increment or increments previously withheld and any additional increments which may be due may be withheld in whole or in part.

XXIV - WORK CONTINUITY

- A. The Association covenants and agrees that during the life-time of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or absenteeism in whole or part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Board. The Association agrees that such action would constitute a material breach of this Agreement.
- B. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.
- C. Nothing contained herein shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

XXV - FULLY BARGAINED AND DURATION OF AGREEMENT

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that this agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations; that the parts of the agreement negotiated in the 1974-1975 school year, to wit: III. - Grievance Procedure, IV. - Teacher Rights, XV.- Professional Development, and Educational Improvement, X. - Non-Teaching Duties and XXV. - Fully Bargained and Duration of Agreement, are to be included and made a part of this agreement. It is further understood by both parties to this agreement that

FULLY BARGAINED AND DURATION OF AGREEMENT
(Con'd)

chapters cited above are to be considered null and void and that the new articles are to be substituted in their place.

- B. This agreement and salary schedule shall continue in full force and effect until June 30, 1977.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon .

WATERFORD TOWNSHIP EDUCATION ASSOCIATION:

By: _____
President

By: _____
Secretary

WATERFORD TOWNSHIP BOARD OF EDUCATION:

By: _____
President

By: _____
Secretary

SALARY SCHEDULE

1975 - 1976

	<u>Bachelor's</u>	<u>Bachelor's Plus 15</u>	<u>Bachelor's Plus 30</u>	<u>Master's</u>
1.	\$ 8,900.00	\$ 9,200.00	\$ 9,500.00	\$ 9,900.00
2.	9,200.00	9,500.00	9,800.00	10,200.00
3.	9,500.00	9,800.00	10,100.00	10,500.00
4.	9,800.00	10,100.00	10,400.00	10,800.00
5.	10,100.00	10,400.00	10,700.00	11,100.00
6.	10,450.00	10,750.00	11,050.00	11,450.00
7.	10,800.00	11,100.00	11,400.00	11,800.00
8.	11,150.00	11,450.00	11,750.00	12,150.00
9.	11,550.00	11,850.00	12,150.00	12,550.00
10.	11,900.00	12,200.00	12,500.00	12,900.00
11.	12,300.00	12,600.00	12,900.00	13,300.00
12.	12,700.00	13,000.00	13,300.00	13,700.00
13.	13,100.00	13,400.00	13,700.00	14,100.00

Additional \$250.00 after 15 years in this District.

Additional \$250.00 after 20 years in this District.

SALARY SCHEDULE

1976 - 1977

	<u>Bachelor's</u>	<u>Bachelor's Plus 15</u>	<u>Bachelor's Plus 30</u>	<u>Master's</u>
1.	\$ 9,600.00	\$ 9,900.00	\$10,200.00	\$10,600.00
2.	9,900.00	10,200.00	10,500.00	10,900.00
3.	10,200.00	10,500.00	10,800.00	11,200.00
4.	10,500.00	10,800.00	11,100.00	11,500.00
5.	10,800.00	11,100.00	11,400.00	11,800.00
6.	11,100.00	11,400.00	11,700.00	12,100.00
7.	11,450.00	11,750.00	12,050.00	12,450.00
8.	11,800.00	12,100.00	12,400.00	12,800.00
9.	12,150.00	12,450.00	12,750.00	13,150.00
10.	12,550.00	12,850.00	13,150.00	13,550.00
11.	12,900.00	13,200.00	13,500.00	13,900.00
12.	13,300.00	13,600.00	13,900.00	14,300.00
13.	14,100.00	14,400.00	14,700.00	15,100.00

Additional \$250.00 after 20 years in this District.