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SPRING LAKE HEIGHTS BOARD OF EDUCATION

SPRING LAKE HEIGHTS TEACHERS' ASSOCIATION

AGREEMENT

X/1981-82 and 1982-83

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ARTICLE I  
RECOGNITION

The Board hereby recognizes the Spring Lake Heights Teachers' Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all teachers, secretaries, custodians, cafeteria employees and aides employed by the Spring Lake Heights Board of Education, but excluding all managerial, police, craft, and confidential employees and supervisors within the meaning of the Act, and particularly excluding (a) secretary to the Board Secretary, and (b) the Secretary to the Administrative Principal.

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all non-supervisory certificated personnel only as defined in the unit above.

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the unit above.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974 in good faith efforts to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin on October 1, or as soon thereafter as practicable, but not later than October 15, or at such times as are provided by law or regulation, of the calendar year preceding the calendar year in which this Agreement expires or as per P.E.R.C. rules and regulations. Any agreement so negotiated shall apply to all members of the appropriate unit, be reduced to writing, be signed by the authorized representatives of the Board and the Association and be adopted by the Board.
- B. During negotiation, facts, opinions, proposals and counter-proposals will be exchanged freely by the parties thereto. Any information mentioned in connection with same will be provided by the Board of Education and/or the Teacher's Association.
- C. Neither party shall have control over the selection of the negotiating representatives of the other party. Either party may call upon professional advisors to serve as consultants during any period or phase of the negotiations.
- D. This Agreement incorporates the entire understanding of the parties hereto on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.
- E. This Agreement shall not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of the provisions of this Agreement, except that the arbitration provisions of Level III shall only apply to interpretations of the language of this contract and not to policies or administrative decisions.
2. An "aggrieved person" is a person or persons who is/are a member(s) of the appropriate unit making the claim.
3. A "party in interest" is a person making the claim, and any person(s) or the Association who might be required to take action or against whom action might be taken in order to resolve 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 because of interpretations of Board policies, administrative decisions and interpretation of the language of this agreement, except that the arbitration provisions provided at Level III here shall only apply to the interpretations of the language of the contract and not to administrative actions and decisions, Board policies or the terms and conditions of employment, or anything than interpretations of the language of the contract.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure before

the end of the school year, and if left unresolved until the beginning of the following year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

#### LEVEL I

3. An employee with a grievance shall discuss it first with his/her Principal or immediate superior, either directly or through the Association's representative, within 30 days of the occurrence of the event, situation or incident which gave rise to the grievance, with the objective of resolving the matter informally at this level.

#### LEVEL II

4. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within 5 school days after presentation of the grievance, he/she may file the grievance in writing with the Chairperson of the Association's Negotiations Committee within 5 school days after the decision at Level I or 10 days after the grievance was first presented at Level I, whichever is sooner. Within 5 school days after receiving the written grievance, but no later than 10 days, the Chairperson of the Negotiations Committee shall refer it to the Administrative Principal.

#### LEVEL III

5. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within 10 school days after the grievance was delivered to the Administrative Principal, he/she may, within 5 school days after a decision by the Administrative Principal, or 15 school days after the grievance was delivered to the Administrative Principal, whichever is sooner, request in writing that the Chairperson of the Negotiations Committee submit his/her grievance to the Board of Education.

6. In such cases only where a grievance or a portion of it concerns an interpretation of this contract, the issue of contract interpretation only may be subject to non-binding arbitration as follows:

(a) If the parties fail to resolve the grievance to the satisfaction of the aggrieved within 15 school days after the receipt thereof, a request may be made within 10 school days, by either party, to the American Arbitration Association for a list of Arbitrators. The parties shall then be bound by the rules of procedure of the American Arbitration Association in the selection of the arbitrator as well as

the proceedings under arbitration. The arbitrator's jurisdiction and the scope of his interest is specifically limited to interpretations of the meaning of this Agreement and consideration of all other issues, including, but not limited to, Board of Education and administrative policy and the terms and conditions of employment shall not be arbitrable under this contract or between these parties for other reasons as long as this contract shall remain in force and effect.

(b) The arbitrator so elected shall confer with the representatives of the Board and the Negotiations Committee and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasonings and conclusions on the issues submitted. The arbitrator shall be without pay or authority to make any award which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The award of the arbitrator shall be submitted to the Board and to the Association and shall be non-binding on either party and may not be enforced by any procedure in court or an administrative agency.

(c) The cost for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring the same.

(d) Beginning with 1981-82 contract year, if disputes should arise over the construction or the language of the contract they shall be submitted to binding arbitration by the parties if either side requests. Throughout the contract wherever this revision of the contract provides for binding arbitration, the cost shall be shared as provided heretofore for non-binding arbitration.

(e) Beginning with contract year 1982 of this agreement, in the event the Board of Education shall reject the opinion of its Advisory Arbitrator on three occasions in a row, the fourth grievance shall be of a binding nature and all grievances thereafter shall be binding.

#### D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. The aggrieved party may be represented to all stages of the grievance procedure by himself/herself or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the Grievance Procedure by reason of such participation.

#### E. MISCELLANEOUS

1. If, in the judgment of the Association, a grievance arising out of the same transaction materially affects the group or class of employees, the Negotiations Committee may submit such grievances in writing to the Administrative Principal directly and the processing of such grievance shall begin at Level II. The Negotiations Committee may process such grievance through all the remaining levels of the grievance procedure, except that nothing herein shall be construed to give either side the right to arbitration of these issues except with regard to the differences of interpretation of the contract and Level III shall not apply to any other issues including, but not limited to, Board and administration policy and the terms and conditions of employment.

2. Decisions which are rendered at Level I which are unsatisfactory to the aggrieved person and all decisions rendered at Levels II and III of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairperson of the Negotiations Committee of the Association. Decisions rendered at Level III shall be in accordance with Paragraphs 5 (a, b and c) of this Article.

3. All documents, communications and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Such files may be kept by the Administrative Principal and the Association.

4. Forms for filing grievances (supplied by the Association), serving notices, taking appeals, making reports and making recommendations, and other necessary documents shall be prepared jointly by the Administrative Principal and the Association and be given appropriate distribution so as to facilitate operation of the grievance procedure. Copies of all such forms may be supplied to all employees at the orientation meeting prior to the opening of school in September.

5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

6. A grievance procedure shall not be used as an instrument to create new policy.



ARTICLE IV

EMPLOYEE RIGHTS

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public but shall be subject to the grievance procedure herein set forth.

Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she 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 and represent him/her during such meeting or interview. Any suspension of an employee pending charges shall be with pay.

Where management shall require that the teachers sign in at the beginning of the school day, the teachers will make adequate response if they merely put their initials on the signing-in sheet rather than signing their entire name.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

Representatives of the Spring Lake Heights Teachers' Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and cleared with school calendar.

The Board shall grant one day's absence with pay to the President of the Spring Lake Heights Teachers' Association as requested during his/her term in office for official business.

The Spring Lake Heights Teachers' Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

The Association and its members shall have the right to use the school building at all reasonable hours for meetings. The principal of the building shall be notified in advance of the time and place of the meeting. This privilege to use the building in accordance with the terms of these paragraphs shall not exist at the time members of the Association are on strike.

ARTICLE VI

PAYMENT OF CO-CURRICULAR SERVICES

No payment will be made to any teacher for the co-curricular services as long as these duties are fairly shared by the entire faculty. The trip which the Eighth Grade takes each year, however, shall be considered a special case and though the Board recognizes no obligation under the law to pay the teachers for this service, it will do so at the rate of \$50.00 per teacher per trip.

Additional compensation shall be paid to certified teachers occupying the following positions:

Salary compensation hereafter shall be calculated as 5% of Step 1 on the Bachelor salary guide in effect. The amounts listed below (\$614.) indicate that calculation and if Step 1 in the guide is increased by negotiations these items will automatically be increased and shall be tied to the guide.

POSITION	81/82	82/83
A. Cheerleader Advisor	\$614.00	\$614.00
B. COACH: Interscholastic		
1. Basketball (2 teams)	\$614.00	\$614.00
2. Soccer (2 teams)	\$614.00	\$614.00
3. Baseball	\$614.00	\$614.00
4. Softball	\$614.00	\$614.00
C. COACH: Intramural		
1. Basketball (2 coaches)		
2. Track	\$600.00	\$600.00
3. Soccer		
D. HEAD TEACHERS	-	-
E. NOON DUTY (2 teachers)	-	-
F. FACULTY ADVISOR YEARBOOK/ NEWSPAPER	\$255.00	\$255.00
G. FACULTY ADVOSOR FOR SAFETY PATROL	\$135.00	\$135.00
H. BAND DIRECTOR	\$135.00	\$135.00
I. CHORAL DIRECTOR	\$135.00	\$135.00

If any position is assigned to more than one teacher, the salary may be divided between them.

The parties agree that they will begin as soon as possible after

the execution of this Agreement to enter into negotiations to amend the above Payment of Co-Curricular Services provisions. The agenda for negotiations shall include the following topics:

A. In Paragraph 1, the compensation of teachers for class trips of the Eighth Grade;

B. To eliminate distinctions between the intramural coaches so that all intramural coaches be paid at the same rate;

C. That Interscholastic Coaches include an additional coach:

5. Track (2 coaches);

D. That the annual salary of the Head Teacher be increased.

## ARTICLE VII

### SALARIES

The salaries of all employees covered by this Agreement are set forth in Schedules A, B and C which are attached hereto and a part hereof.

1. Employees may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the employee on the final pay day in June.
2. 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.
3. All ten month employees shall receive their final checks on the last working day in June provided all records and reports are properly completed and submitted to the Principal.
4. It is understood and agreed that these salary guides apply to all employees covered in this Agreement and the steps on the teachers' guides are determined in accordance with policies adopted by the Board of Education heretofore. Teachers are entitled to a position on the guides on a basis of service in the Spring Lake Heights School System, plus whatever experience and military service advantages are allowed them by the Board of Education on an individual basis. The terms B.A. and M.A. are intended to embrace the degrees in arts or sciences if the degree makes the teacher eligible for certification in accordance with the regulations of the State Department of Education. These guides are adopted and are binding upon the Board of Education and the Teachers' Association until June 30, 1983.
5. Longevity is paid to teachers at the last step on the guide only if they have had ten years of continued uninterrupted service as active teachers in the school system.
6. Teachers shall be paid at the rate of \$10.00 per hour for home instruction for time spent at the site of instruction.

SCHEDULE A  
TEACHER SALARY GUIDE

1981-82

STEP	B.A.	B.A.+10	B.A.+20	B.A.+30	M.A.
1	\$12,275	12,375	12,475	12,675	12,975
2	13,175	13,275	13,375	13,575	13,875
3	13,675	13,775	13,875	14,075	14,375
4	14,175	14,275	14,375	14,575	14,875
5	14,675	14,775	14,875	15,075	15,375
6	15,175	15,275	15,375	15,575	15,875
7	15,775	15,875	15,975	16,175	16,475
8	16,875	16,975	17,075	17,275	17,575
9	17,475	17,575	17,675	17,875	18,175
10	18,075	18,175	18,275	18,475	18,775
11	18,675	18,775	18,875	19,075	19,375
12	19,375	19,475	19,575	19,775	20,075
13	20,075	20,175	20,275	20,475	20,775
14	20,775	20,875	20,975	21,175	21,475
15	22,775	22,875	22,975	23,175	23,475

Plus Longevity Increments:

After completing ten full, continuous years in the district:

10 - 14 years	\$500
15 - 19 years	\$600
20 - 24 years	\$700

SCHEDULE B  
TEACHER SALARY GUIDE  
1982-83

STEP	B.A.	B.A.+10	B.A.+20	B.A.+30	M.A.
1	\$12,275	12,375	12,475	12,675	12,975
2	13,175	13,275	13,375	13,575	13,875
3	14,075	14,175	14,275	14,475	14,775
4	14,575	14,675	14,775	14,975	15,275
5	15,075	15,175	15,275	15,475	15,775
6	15,575	15,675	15,775	15,975	16,275
7	16,075	16,175	16,275	16,475	16,775
8	17,175	17,275	17,375	17,575	17,875
9	18,275	18,375	18,475	18,675	18,975
10	18,875	18,975	19,075	19,275	19,575
11	19,475	19,575	19,675	19,875	20,175
12	20,075	20,175	20,275	20,475	20,775
13	20,775	20,875	20,975	21,175	21,475
14	21,475	21,575	21,675	21,875	22,175
15	24,775	24,875	24,975	25,175	25,475

Plus Longevity Increments:

After completing ten full, continuous years in the district:

10 - 14 years	\$500
15 - 19 years	\$600
20 - 24 years	\$700

SCHEDULE C

SUPPORT SERVICES

PERSONNEL SALARY GUIDE

POSITION	9.2% 81/82	8.6% 82/83
Head Custodian	14,764.00	16,034.00
Day Custodian	13,880.00	15,074.00
Night Custodian	12,365.00	13,428.00
Cafeteria Manager	10,632.00	11,546.00
Asst. Mgr. Cafeteria	5,789.00	6,287.00
Cafeteria Worker	3,400.00	3,692.00
Cafeteria Worker	3,400.00	3,692.00
Teacher Aide	5,889.00	6,395.00

Longevity:

After ten continuous years of service in this district:

10 - 14 years	\$500.00
15 - 19 years	\$600.00
20 - 24 years	\$700.00



ARTICLE VIII

TENURE TEACHER EVALUATION

A tenure teacher shall be given a copy of an evaluation report prepared by his evaluators no later than April 1.

Any complaints regarding a tenure teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating the teacher 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.

1. Prior to any annual evaluation report, the Principal of a tenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his/her performance as a teacher.

2. Supervisory reports shall be presented to the Board periodically in accordance with the following procedures:

A. Such reports shall be issued in the name of the Principal based upon a compilation of reports and observations.

B. Such reports shall be addressed to the teacher.

C. Such reports shall be written in narrative form and shall include, when pertinent:

1. Strengths of the teacher as evidenced during the period since the previous report.

2. Weakness of the teacher as evidenced during the period since the previous report.

3. Specific suggestions as to the measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

ARTICLE IX

NON-TENURE TEACHER EVALUATION

A. Supervisory reports of a non-tenure teacher shall be in narrative form and shall cover the following:

1. A non-tenure teacher's ability and/or performance in various categories such as:

- a. Preparation
- b. Delivery of material
- c. Classroom discipline
- d. Appearance

2. The report will also outline any suggested measures which the teacher should take to improve his/her performance in areas wherein weaknesses have been indicated.

B. This report is to be provided for a non-tenure teacher at least three (3) times a year; the first not later than November 1, the second not later than January 1, and the last not later than March 1.

C. A non-tenure teacher shall be given a copy of such report at a conference between the Supervisor and teacher and shall have the right to discuss such rating or evaluation with the Supervisor and append their comments before it is placed in his/her personnel file.

1. A copy of these reports shall be presented to the Board after each evaluation period.

ARTICLE X

TEACHER SICK LEAVE

All teachers employed shall be entitled to twelve (12) sick leave days each school year as of the first official day.

Unused sick leave days shall be accumulated from year to year with no maximum limit.

Teachers shall be notified of the status of their accumulated sick leave at the end of each school year.

If a teacher is absent for four (4) consecutive days or more, he/she shall be obliged to submit a certificate from a licensed physician describing the nature of the illness and whether or not the disease is communicable upon returning to work.

The parties agree that they shall enter into negotiations immediately after the execution of this contract, the agenda of which shall be the question of payment of accumulated sick leave to teachers on retirement and the amount.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

All employees shall be entitled to the following temporary non-accumulative leave of absence with full pay each school year:

1. Three (3) days leave of absence for personal reasons. Application to the Principal or other immediate superior for personal leave shall be made at least seven (7) days before taking such leave (except in the case of an emergency) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. This leave cannot be taken the day before or the day after a school holiday.
2. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature if the Board approves.
3. Up to two (2) days for one (1) representative of the Association to attend conferences and conventions of state and national affiliated organizations.
4. Time necessary for appearances in any legal proceeding connected with employment or with the school system. In any other legal proceeding, if the employee is required by law to attend, there shall be granted by the Principal up to a maximum of two days.
- 5(a) Up to five (5) days at a time in the event of death of a member of the employee's immediate family. The term immediate family shall include the following: wife, husband, father, mother, child, brother, sister or a relative who at the time of death has been a member of the employee's household.  
  
(b) Death other than the immediate family, one (1) day shall be granted.
6. Up to two (2) days in case of serious illness in immediate family.
7. Other leaves of absence with pay may be granted by the Board for good reasons.

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

8. Where requests are made for a leave of absence without pay for reasons not contemplated within the paragraphs listed aforesaid, they may be granted within the discretion of the Board of Education on the following terms:

(a) If the application for leave is made in an emergency it shall be submitted at once through the principal to the Board of Education in writing and the duration of the proposed leave of absence shall be contained in the written application;

(b) If the leave of absence is granted by the Board of Education it shall be on the condition that the person obtaining such leave shall notify the Board of Education at least 30 days before the expiration of the leave of absence of his/her intention to return or not. Failure to comply with this notice requirement shall be construed as an indication by the employee of his/her resignation and the Board shall consider his/her position open and may seek and employ a replacement;

(c) Where leave is obtained on an annual basis not under emergency circumstances the application for such leave shall be made prior to April 1st in writing as aforesaid;

(d) An employee granted annual leave in accordance herewith must notify the Board in writing of his/her intention to return or resign prior to April 1st of the following year. Failure to comply with this section shall be construed by the Board as a resignation on the part of the employee and the Board shall be free to seek a replacement and fill the vacancy.

## 9. Maternity Leave

The Board shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations:

(a) The employee shall make reasonable application for such leave to the Board of Education, giving consideration to the probable length of the leave and the importance of finding an adequate substitute.

(b) Any employee granted maternity leave without pay according to the provisions of this section may at her discretion elect to use all or any part of her accumulated sick leave during the period of such absence and receive full pay and benefits for the same.

(c) Any employee granted maternity leave shall at her request be restored to the exact same position vacated at the commencement of said leave.

(d) No employee shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.

(e) The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue working.

(f) The Board shall not discriminate against any person in violation of N.J.S.A. 10:51, et seq., The Law Against Discrimination, nor in violation of the Constitution of the State of New Jersey and of the United States.

(g) Any employee who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so.

(h) It is understood and agreed that maternity leave will not be extended beyond a reasonable time because of that occasion and is not intended to include sabbatical or parental care. No maternity leave shall extend more than one year from date of its inception without the approval of the Board of Education. It is agreed that if maternity leave begins before January 1st of the current school year, employees shall be expected to resume duties upon the re-opening of school the following September unless the Board shall extend maternity leave beyond that time. In the event maternity leave begins after the first of the year, the employee shall be expected to return no later than the second September after the commencement of maternity leave.

ARTICLE XII

INSURANCE PROTECTION

The Board will pay for all employees covered by this Agreement, full family coverage for State of New Jersey public and school employees "750 SERIES" health benefit programs. Benefits shall be in accordance with the provisions of the New Jersey Blue Cross-Shield Comprehensive-Expanded and Extended Benefit Rider Plans and the Prudential Insurance Company Major Medical Expense Coverage. Any change in said insurance carrier shall be negotiated and agreed upon by both parties.

The parties have agreed that beginning in contract year 1982-83 the Board shall adopt a dental plan for the employees who are members of this bargaining unit. The parties have agreed that for the teaching staff members the contribution of the Board toward the payment of premiums shall be \$2,800 if the total cost of the Plan which must be mutually agreed upon exceeds \$2,800. This \$2,800 application shall be for the certified teaching staff. For the support staff contribution shall be made at the same rate as is made for the teachers.

ARTICLE XIII

DEDUCTIONS FROM SALARY

The Board agrees to deduct from the salaries of its employees dues for the Spring Lake Heights Teachers' Association, the Monmouth County Education Association, the New Jersey Education Association, the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9 under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Spring Lake Heights Teachers' Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.

The Board agrees to deduct upon direction of the employee amounts for purposes permitted by law, providing, however, that the total numbers of deductions requested by each employee may not exceed the amounts which the Board is obliged to make, plus an amount equal to the total capacity of the computer equipment employed by the Board to prepare the change.



ARTICLE XIV

POSTING OF EMPLOYEE OPENINGS

All openings for positions in the accredited summer school, home teaching, federal projects and other programs (including non-teaching positions for which employees may be qualified and eligible) shall be publicized by the Principal. Openings shall be publicized not later than the preceding March 1st and employees shall be notified of the action taken not later than June 1st. Home teaching openings shall be posted as they occur.

ARTICLE XV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL  
IMPROVEMENT

A. Purpose

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his/her own problems, functions, interests and needs.

B. Programs

The Board agrees to implement the following at the beginning of the 1981-82 and 1982-83 school year:

Pay and expense for required training

To pay the cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, or any training sessions which are relevant to the field of instruction in which the teacher is currently employed in this school district. No such costs or expenses may be paid for any course unless they have been presented first to the principal for Board approval of the offerings pursued by the teacher. The cost incurred shall not exceed Three Hundred Fifty (\$350.00) Dollars per teacher in any given year.

ARTICLE XVI

SCHOOL CALENDAR

The School Calendar shall be developed each year by the Board of Education after consultation with the Association and Administrative Principal. The decision of the Board in these areas shall be considered final.

ARTICLE XVII

SUPPORT SERVICES PERSONNEL

All employees of the Spring Lake Heights Board of Education other than teachers, administrators, confidential employees and supervisors, as set forth in the recognition clause, shall be included in the definition support services and in accordance with the ruling of the Public Employees Relations Commission, that category shall include secretaries, custodians, cafeteria employees, teacher aide(s) and library clerk. By reason of an agreement between the parties, certain supervisory personnel shall be included in the support services, the head custodian, cafeteria manager, and the assistant cafeteria manager.

The rights of members of the support services personnel included in the unit shall continue as they have been in their respective employment categories during the year 1978-79 and as amended hereafter. The terms and conditions of employment of the support services personnel shall be as listed below:

CUSTODIANS - 12 MONTH CONTRACT EMPLOYEES

1. Overtime 1-1/2 times hourly rate;
2. 12 sick days leave for 12 month custodians (1 days per month);
3. 10 working days vacation - 1st to 10th year, full time custodian; 15 working days vacation - 11th to 15th year, full time custodian; In event a holiday falls within the vacation time the employee is entitled to an additional day;
4. Holidays - Columbus Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July;
5. Forty hour week;
6. Uniforms \$225.00 per year allowance, upkeep by employees;
7. Doctor's certificate required after three days consecutive absence;
8. In the event school is in session on any of the above days, the custodians will receive another day off in the place of the listed day. This day may be taken at the discretion of the custodian, but is subject to the approval of the principal. If one of the above days falls on a Saturday or a Sunday, the custodians shall receive the Monday immediately following the holiday.

ALL OTHER SUPPORT SERVICE PERSONNEL - 10 Month Contract Employees

Cafeteria manager, Assistant cafeteria manager, cafeteria workers, teacher aide(s) and library clerk shall be entitled to:

1. Ten sick days per year;
2. Same holidays as the teaching staff as set forth heretofore in this Agreement;
3. All ten month contract employees are to be employed from September 1st to June 30th as directed by the Administrative Principal;
4. Cafeteria will be opened at all times as directed by the Administrative Principal.
5. Doctor's certificate required after three days consecutive absence.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

Board Policy

This Agreement shall constitute a Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

Separability

If any provision of the 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.

Compliance between this Agreement and Unattached Documents

Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its durations shall be controlling.

Printing

Copies of the Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or considered for employment by the Board.

Notice

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 the Agreement, either party shall do so by telegram or certified mail/return receipt requested at the following addresses:

1. If by Association to Board:

Mr. Thomas E. Burr  
c/o President of the Board of Education  
1110 Highway 71  
Spring Lake Heights, N.J. 07762

2. If by Board to Association

Patricia Fusco  
217 Perrine Avenue  
Elberon, N.J. 07740

ARTICLE XIX

SUBSTITUTES

1. The Board will keep at all times an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the administration to help them instruct the classes they cover.

2. Substitute's pay will be Thirty (\$30.00) Dollars per day.

3. Starting on the sixteenth consecutive teaching day in one class, the substitute shall have assumed full responsibility and, therefore, shall be placed on the proper step of the teachers' salary guide.

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1981 and shall continue in effect until June 30, 1983. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, The Spring Lake Heights Teachers' Association has caused this Agreement to be signed by its President and attested by its Secretary and the Board of Education has caused this Agreement to be signed by its President and attested by its Secretary this            day of            , 1981.

ATTEST:

SPRING LAKE HEIGHTS BOARD OF  
EDUCATION

*Doris K. Swerida*  
DORIS K. SWERIDA, Secretary

By: *Thomas E. Burr*  
THOMAS E. BURR, PRESIDENT

ATTEST:

SPRING LAKE HEIGHTS TEACHERS'  
ASSOCIATION

*Candace Popaca*  
CANDACE POPACA, Secretary

By: *Patricia A. Fusco*  
PATRICIA FUSCO, PRESIDENT



AGREEMENT

In accordance with the provisions of Title 34, Chapter 13A-1 of Senate Bill No. 746 effective July 1, 1968, The Board of Education of the Borough of Spring Lake Heights and the Spring Lake Heights Teachers' Association, for themselves, their successors and assigns, hereby mutually agree as follows:

The Board of Education of the Borough of Spring Lake Heights, as a consequence of negotiations under laws stated heretofore, and the Spring Lake Heights Teachers' Association have negotiated a salary guide for the years 1981-82 and 1982-83, copies of which are a part of the within Agreement.

ATTEST:

*Doris K. Swerida*  
DORIS K. SWERIDA, Secretary

SPRING LAKE HEIGHTS BOARD OF  
EDUCATION

By: *Thomas E. Burr*  
THOMAS E. BURR, PRESIDENT

ATTEST:

*Candace Popaca*  
CANDACE POPACA, Secretary

SPRING LAKE HEIGHTS TEACHERS'  
ASSOCIATION

By: *Patricia A. Fusco*  
PATRICIA FUSCO, PRESIDENT

