

4-0422

08-23

EDUCATIONAL TEACHING CONTRACT

1986 - 1988

WOODBURY HEIGHTS BOARD OF EDUCATION

AND

WOODBURY HEIGHTS EDUCATION ASSOCIATION

X July 1, 1986 - June 30, 1988

EDUCATIONAL TEACHING CONTRACT
FOR THE YEARS 1986 --1988

This agreement made this twenty-second day of April 1986, by and between the WOODBURY HEIGHTS BOARD OF EDUCATION, hereinafter referred to as the "Board", and the WOODBURY HEIGHTS EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the parties hereto wish to commit their mutual understandings to writings; and

WHEREAS, the WOODBURY HEIGHTS BOARD OF EDUCATION as well as the WOODBURY HEIGHTS EDUCATION ASSOCIATION deems it to be in the best interest of all parties involved in commit their verbal agreement to writing:

NOW THEREFORE, in consideration of the covenants and promises hereinafter mutually to be kept and performed by each party, it is agreed as follows:

ARTICLE I - RECOGNITION

Woodbury Heights Board of Education recognizes Woodbury Heights Education Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all certified, permanent employees in the bargaining unit.

ARTICLE II - MANAGEMENT RIGHTS

The Board of Education reserves to itself and to its agents full jurisdiction, authority, and responsibilities over matters of

policy and retains the right, subject only to the specific limitations imposed by the language of this Agreement, and in accordance with applicable laws and regulations, to:

A. Direct employees of the School District.

B. Hire, promote, transfer, assign, reassign and retain employees in positions in the School District; and to suspend, to demote, to take other disciplinary action against employees; and when necessary and for just cause, to discharge employees.

C. Relieve employees from duty because of lack of work or other legitimate reasons.

D. Maintain the efficiency of the operations of the School District entrusted to the Board.

E. Determine the methods, means and personnel by which such operations are to be conducted.

F. Take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

ARTICLE III - LONGEVITY BONUS

There shall be a single lump sum longevity bonus payment at the completion of the tenth, fifteenth, and twentieth year of teaching service in Woodbury Heights in the amount of \$100.00 and in the twenty-fifth year in the amount of \$200.00, subject to necessary financial deductions.

ARTICLE IV - TENURE PAYMENT

Only teachers employed during the 1974-1975 school year who are presently tenured or who shall be tenured during the 1975-1976 and 1976-1977 school year shall receive the sum of \$200.00 in addition to the stated salary guide attached hereto and designated "Exhibit A" and "Exhibit B".

ARTICLE V - SALARY SCHEDULE

The salary schedules referred to as "Exhibit A" and "Exhibit B" are attached hereto and incorporated by reference into this paragraph for the sake of brevity.

ARTICLE VI - BEREAVEMENT LEAVE

A maximum of five days shall be permitted in instances of bereavement caused by the death of father, mother, brother, sister, son or daughter, grandparents, mother-in-law, father-in-law, husband, wife, sister-in-law or brother-in-law.

Three days shall be granted as of right and an additional two days may be granted for travel, subject to the approval of the Administrative Principal.

ARTICLE VII - SICKNESS IN FAMILY

A maximum of five days shall be permitted in instances of sickness in the family. Family should include a father, mother, brother, sister, son or daughter, grandparents, mother-in-law, father-in-law, or husband or wife.

One day shall be granted as of right and four additional days may be granted by the Administrative Principal.

The sickness allowance provision is non-cumulative and expires at the termination of the yearly teachers contract.

In the event that the Administrative Principal approves the additional four days sick leave to teachers, it is understood that the teachers shall be paid a sum equal to her daily employment less that sum paid to a substitute teacher.

ARTICLE VIII - TEACHER'S SICKNESS

A. A maximum of ten days absence from school due to sickness

shall be permitted during each school year without loss of pay.

B. During the next ten days of absence due to sickness, the cost of the substitute shall be deducted from teacher's normal salary. Teachers shall be entitled to the difference in said adjustment.

C. A leave of absence without pay shall be granted for any remaining period of absence due to sickness.

D. All sick days not utilized in any one year, which remain from the basic ten day sick leave period, shall be cumulative and may be used for additional sick leave time as needed in subsequent years of employment.

E. The Administrative Principal may, at his discretion, require a physician's statement certifying the illness of teacher, or may direct the designated school physician to examine such teacher who is absent on account of illness.

F. On or before September 30th of each year, the Board Secretary shall present to each employee the current total of his/her unused sick days.

ARTICLE IX - BOND PURCHASE, ANNUITY PLAN
AND DENTAL PLAN DEDUCTION

A. The Board agrees to make deductions for U.S. Savings Bond purchases and a selected teacher annuity plan. One annuity plan may be selected by the Association and made known by the Association to the Board Secretary.

B. The parties are agreed that at least fifty-percent (50%) of all teachers will participated in these programs or they shall not be instituted. Further, at least twenty-five percent (25%) of all teachers shall maintain enrollment in these plans during the term of the agreement.

C. Beginning September 1, 1982 the Board agrees to provide dental coverage for all employees, including Basic, Prosthodontic, and Orthodontics under New Jersey Blue Shield Dental Program Coverage Code #822. The Board will also make deductions from employees salaries for family dental coverage. The providing company, New Jersey Blue Shield, requires a minimum of twenty-five employees to be enrolled.

ARTICLE X - JURY DUTY

Time spent on jury duty or in answering a subpoena of the court, providing the teacher is not a party to the suit, shall be granted without loss of pay, subject to the filing of appropriate proof with the Secretary of the Woodbury Heights Board of Education.

ARTICLE XI - PROFESSIONAL ABSENCE

When authorized in advance by Board of Education, time will be granted, without loss of pay, for teachers to visit other schools, to attend educational meetings, or for other similar professional purposes.

ARTICLE XII - LEAVE OF ABSENCE

A. Any teacher desiring a leave of absence shall make a written request to the Board of Education that shall be submitted through the office of the Administrative Principal.

B. The request shall state the period of time requested and the reason for leave of absence.

C. Whenever permission for a requested leave of absence, without pay, is granted by the Woodbury Heights Board of Education, a date certain shall be fixed by said Board before it shall be necessary

for the requesting teacher to indicate and advise said Board of an intention of returning at the expiration of the period of leave.

D. Teacher shall notify the Board of his intention to return no later than the date previously specified by said Board. In the event teacher does not notify the Board prior to that date specified, the act of non-notification shall constitute a breach of contract and shall terminate Board's obligations to teacher for the forthcoming school teaching year.

ARTICLE XIII - PERSONAL LEAVE

A. Teachers shall be entitled to two days per school year with pay. These days may be used in the following manner:

1. One personal day per school year may be taken without explanation.
2. With written request required to the administrative principal thirty days prior to the following:
 - a. Before or after a holiday.
 - b. For two (2) or more days in succession.
 - c. Splitting two (2) days over a weekend (i.e. Friday, Monday).
 - d. For four (4) consecutive days in a row, which must be taken in one calendar week.
3. Seniority shall prevail under item 2 in the event of more than 15% of the staff requesting same personal days.
4. Maximum of one request per person, per school year, regarding personal days off before and after a holiday and consecutive school days.
5. A maximum of four (4) days may be accumulated in any two year period.

B. The administrative principal may, within his sole discretion, grant three additional personal days leave with pay, less the pay of the substitute necessary for replacement.

C. On or before September 30th of each year, the board secretary shall present to each employee the current total cumulative personal days.

ARTICLE XIV - UNEXCUSED ABSENCE

A. A deduction of 1/200th the rate of the annual salary shall be made for each day of absence for any reason other than those herein-

before enumerated. This deduction shall be applied even though the full ten days sick leave has not been used up.

ARTICLE XV - MEDICAL COVERAGE

A. The Board shall provide and pay for 100% of the cost of Blue Cross coverage, Blue Shield coverage with Rider "J" and Major Medical family plan coverage.

B. In the event teacher finds it unnecessary to be provided with medical family plan coverage, the Board shall provide coverage through the Washington National Insurance Co., not to exceed the cost of the family plan coverage. Effective July 1, 1984, this coverage will not be available to any new employees. They may, however, pay into the plan at their own expense.

ARTICLE XVI - PAYMENT PLAN

A. Teacher may request Board to withhold ten percent of teacher's yearly salary with interest earned being paid to the employee. Payment to teachers will be made in accordance with method the majority of the teachers select.

ARTICLE XVII - EDUCATIONAL REIMBURSEMENT

The Board shall reimburse seventy-five percent of the total true tuition and registration fee and one required text book for successfully completed courses that the teachers take to further their studies at the elementary school level or supervision thereof, to a maximum of \$450.00 per fiscal year.

Part-time teachers and school nurses are included in proportion to the time spent teaching in our school.

All courses must be approved by the Administrative Principal and authorized by the Board of Education prior to registration.

ARTICLE XVIII - WORKING AND TEACHING HOURS

A. All teachers shall be in the school building and ready for regular classes no later than fifteen minutes prior to the call of school and shall leave the building no earlier than fifteen minutes after dismissal, Mondays through Fridays, inclusive.

B. School will be in session according to the calendar adopted by the Board yearly. Part sessions of school shall be minimum of four hours and will be considered as full days of school. Substitute teachers will be paid and records of teachers' absences will be maintained on this basis.

C. Hours of the school day will be:

Kindergarten

Full Session Days

Morning Session 8:45 A.M. to 11:30 A.M.

Afternoon Session 12:45 P.M. to 3:15 P.M.

Half Session Days

Morning Session 8:45 A.M. to 11:15 A.M.

Afternoon Session 10:30 A.M. to 1:05 P.M.

One to Sixth Grades

Full Session Days

Morning Session 8:45 A.M. to 11:45 A.M.

Afternoon Session 12:45 P.M. to 3:15 P.M.

Half Session Days

Morning Session 8:45 A.M. to 1:05 P.M.

ARTICLE XIX - GENERAL DUTIES

The duties of teachers may be defined in broad terms as:

- A. Provide classroom instruction.
- B. Provide instruction of physical education according to the laws of the State of New Jersey (18A:35-7).
- C. Maintain disciplinary control over the pupils in their charge.
- D. Attend inservice meetings and any other meetings for professional improvement upon approval of the Board.

ARTICLE XX - SPECIFIC DUTIES

The specific duties of teachers include, but are not limited to the following:

A. Participate in the two fire drills per month required by the laws of the State of New Jersey (18A:41-1); the teacher shall close all doors and windows, observe that each child leaves the room, and take roll call outside the building.

B. Lead the daily flag salute and oath of allegiance, which are to be rendered with the right hand over the heart as required by the laws of the State of New Jersey (18A:36-3).

C. Instruct pupils in their charge in safety and accident prevention.

D. Maintain awareness of hazards, and report immediately to the Administrative Principal any potentially dangerous conditions of the building, ground, or equipment.

E. Maintain written lesson plans at least one week in advance, and submit these plans to the Administrative Principal weekly.

F. Post a daily schedule and adhere to it, within reason.

G. Prepare a list of textbooks, materials, supplies, and equipment needed for the coming year.

H. Observe the principles of good housekeeping in the classroom and in all other parts of the school used, and prevent the abuse of property or materials by the children.

I. Keep and maintain required class records as defined by the Administrative Principal, i.e. registers, report cards, failure notices, etc.

ARTICLE XXI - RELATION OF TEACHERS TO PUPILS

It is the duty of the teacher:

A. To treat all children without discrimination of any sort.

B. To guard all information told in professional confidence by a child or an adult.

C. To refrain from influencing unjustly the minds of pupils entrusted in his care.

D. To maintain poise and self-control at all times in dealing with children.

E. To take advantage of all opportunities to develop pupils' characters both by precept and example.

ARTICLE XXII - RELATION TO OTHER TEACHERS

It is the duty of the teacher:

A. To assist in determining and carrying out the policies of the system and to refrain from shifting to another the responsibility which should be borne by himself.

B. To help associates with constructive advice and ideas and to give due credit for assistance received and achievements attained.

C. To refrain from interfering in any way, unless official position warrants, with the classroom affairs of an associate.

D. To avoid gossip about or adverse criticism of fellow teachers in conversation with others, both within and without the school system.

E. To refrain from criticizing a former teacher by implying that he or she has not given the proper education foundation.

F. To organize properly and leave for his/her successor such information, data, and records as may be needed in beginning the next year's work.

ARTICLE XXIII - TEACHERS' MEETINGS

Teachers' meetings are called at the discretion of the Administrative Principal, but at least once a month. It is an important professional requirement that teachers attend all meetings. The Administrative Principal shall act as chairman, and shall present an agenda, which may be supplemented by items proposed by any teacher.

ARTICLE XXIV - SALARY ADJUSTMENTS

Salary adjustments, which involve a change in status of employees between contract signings, will be handled as follows:

A. Employee to furnish the Board with written verification of additional degrees or hours of completed study.

B. At the next regular Board meeting the verification will be acted upon. If verification indicate a change in status is required, the Board will act on a new contract.

C. The salary adjustments will become effective at the next pay period after the Board action.

ARTICLE XXV - RETIREMENT

A. Teachers who are members of the Teacher's Pension and Annuity Fund may be retired when the sixtieth birth date is attained. All teachers are compelled to retire at the close of the school year in which the seventieth birth date is attained (18A:66-43).

B. Reimbursement will be given for unused sick leave after fifteen (15) years of service in the district after having complied with the following:

- a. When formally submitting retiring papers to the State of New Jersey after fifteen years of service, thirty percent (30%) of unused accumulated sick days will be reimbursed at the prevailing substitute rate of pay.

ARTICLE XXVI - FIELD TRIPS

Each teacher sponsoring a field trip or other extra-curricular activity shall submit, in writing, full details of the planned program to the Administrative Principal, who shall in turn request permission from the Board.

ARTICLE XXVII - SMOKING

A. No teacher shall smoke in the presence of school pupils while on school property during those hours of a school day when he or she is functioning in the capacity of his or her position.

B. Smoking is permitted in the teachers' room and principals office only.

C. No possession or drinking of alcoholic beverages during school hours.

ARTICLE XXVIII GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall mean a complaint by an employee of the Public School System that there has been to him a personal loss, injury or inconvenience because of a violation, mis-interpretation or inequitable application of an established policy governing employees except that the term "grievance" shall not apply to (a) any matter for which a method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board of Education except those that have been preempted by Section 13 of Chapter 123, laws of 1974 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 (e) a complaint of a non-tenure teacher which arises by reason of his not being re-employed (f) or a complaint by any certificated personnel occasioned by appointment to, lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the employee within twenty-five (25) school days of its occurrence. If grievance is continued beyond the last working day of the school year, any reference to school days shall be construed to mean week days.
2. A "grievant" is an employee or the Association who files a grievance.
3. "Day" means calendar day. Saturday, Sundays and State mandated legal holidays are excluded as the last day of the time limit.

4. "Representative" is a person or agent designated to represent either party in the grievance procedure.
5. "Party in interest" is a person, agent or agency with an interest in the grievance.

B. PURPOSE

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 regarding allegations that specific provisions of this Agreement have been violated. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure.

C. PROCEDURE

1. Time Limit -- 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.
2. Year End Grievances -- In the event a grievance is filed at such a time that it cannot be processed through all of the steps of this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, the grievance could result in irreputable harm to a party in interest, the time limit 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 is practical.

Specified Time Limits

3. a. Failure by a grievant to process a grievance within the specified time limits of this procedure shall render the grievance as settled in favor of the Board.
- b. Failure to issue a decision within the specified time limit of this procedure shall render the grievance settled in favor of the grievant.

D. PROCESSING

1. Level 1 -- Administrative Principal or Immediate Superior --
A grievance to be considered under this procedure must be initiated by the employee within twenty-five (25) days of its occurrence or at the time when the aggrieved would have been reasonably expected to know of the occurrence. A teacher with a grievance shall first submit the grievance in writing to his or her Administrative Principal or immediate superior. The grievant may submit the grievance directly or through the Association's designated representative. The grievance must be on the proper form. The following should be set forth on the grievance form:
 - A. The nature of the grievance.
 - B. The section of the contract that is specifically violated.
 - C. The results of previous discussions, if any were held.
 - D. If the grievance is processed above level 1, the grievant should note his or her dissatisfaction with the decision previously rendered.

The Administrative Principal shall communicate his or her decision to the grievant in writing within eight (8) school days after the receipt of the written grievance.

2. Level 2 -- Board of Education -- If the grievance is not resolved to the grievant's satisfaction at the Administrative Principal's level, the employee may request that this grievance be forwarded on appeal to the Board of Education within ten (10) school days after receipt of the Administrative Principal's decision. This request shall be submitted in writing to the Administrative Principal, who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance and shall, by mutual agreement of both parties, hold a hearing with the grievant and render a decision in writing within twenty (20) school days of receipt of the grievance by the Board or of the date of the hearing with the employee whichever comes later. The decision of the Board will be final and binding, unless the grievant appeals the decision to an advisory fact finder within ten (10) school days after the employee has received the Board's decision in writing.

3. Level 3 -- Fact Finding

a. If the employee is dissatisfied with the decision of the Board of Education, only the Teacher's Association may request the appointment of a fact finder. Such a request is to be made known to the Administrative Principal no later than ten (10) school days after receipt of the decision, in writing, of the Board of Education by the employee. The Association agrees to save the Board of Education harmless from any legal action or suit that may occur as a result of the Association's exercise of its rights in this paragraph.

b. This request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing of said grievant or grievants and the organizations representing them to submit the underlying dispute to any other administrative or judicial tribunal.

c. A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as a fact finder in the dispute in question.

d. If the parties are unable to determine a mutually satisfactory fact finder from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

e. If the parties are unable to determine, within ten (10) school days of the initial request for fact finding, a mutually satisfactory fact finder from the second submitted list, the American Arbitration Association may be requested by either party to designate a fact finder.

5. Limitations

a. The fact finder shall limit the hearing to the issue submitted to him or her and shall consider no other material or evidence.

b. The fact finder can add nothing to, nor subtract anything from the Agreement between the parties.

c. The hearing will entertain evidence, testimony and arguments only on those matters that are specifically considered grievable under this contract as defined in Section A-1 of this Article.

d. The fact finder shall establish rules for the hearing, except as provided herein.

e. The fact finder shall first rule on the admissibility of the grievance to the fact finding hearing, if so requested by either party.

f. The fact finder shall have no power to make an advisory award, inconsistent with law.

E. COSTS

1. Each party will bear the total cost of case preparation and representation incurred by that party. The fees and expenses of the fact finder are the only costs which will be shared by the two (2) parties and such costs will be shared equally.
2. If time is lost by an employee due to fact finding proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be either without pay or charged to personal time. Employee case preparation and post-hearing briefings will not be conducted during scheduled assignments.

F. GENERAL PROVISIONS

1. Right of Representation -- Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected or approved by the Association. The Association agrees to save the Board of Education harmless from any legal action or suit that may occur as a result of the Association's exercise of its rights in this paragraph.

2. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure. The following or pendency of any grievance shall not impede the normal management and operation of the schools.
4. All records of grievance processing shall be filed separately.
5. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Association will distribute the forms as they are required.
6. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
7. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representative, hereto referred to in this procedure.

ARTICLE XXIX - FULLY-BARGAINED
PROVISION

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter

whether or not covered by this agreement and whether or not within the knowledge or contemplation of either party or both parties at the same time they negotiated or executed this agreement. 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.

ARTICLE XXX - DURATION

This agreement is effective July 1, 1986 and shall remain in full force and effect until June 30, 1988.

WOODBURY HEIGHTS BOARD OF EDUCATION

BY: *[Signature]*
Board President

WITNESS:

Eric R. Moore
Secretary

BY: *Kenneth A. Waggard*
Negotiator

WOODBURY HEIGHTS EDUCATION ASSOCIATION

BY: *E. C. Smithwick*
President

WITNESS:

Grace P. McIntyre
Secretary

BY: *Deborah J. Walton*
Negotiator

1986 - 1987 SALARY GUIDE

Yrs. Exp.	Bach. Deg.	Bach + 15	Bach + 30	Masters Deg	Mast + 15	Mast + 30	Ph. Deg.
1	18,500	18,700	18,900	19,300	19,500	19,700	20,100
2	18,777	18,977	19,177	19,577	19,777	19,977	20,377
3	19,054	19,254	19,454	19,854	20,054	20,254	20,654
4	19,332	19,532	19,732	20,132	20,332	20,532	20,932
5	19,610	19,810	20,010	20,410	20,610	20,810	21,210
6	19,888	20,088	20,288	20,688	20,888	21,088	21,488
7	20,165	20,365	20,565	20,965	21,165	21,365	21,765
8	20,508	20,708	20,908	21,308	21,508	21,708	22,108
9	20,851	21,051	21,251	21,651	21,851	22,051	22,451
10	21,193	21,393	21,593	21,993	22,193	22,393	22,793
11	22,112	22,312	22,512	22,912	23,112	23,312	23,712
12	22,995	23,195	23,395	23,795	23,995	24,195	24,595
13	23,896	24,096	24,296	24,696	24,896	25,096	25,496
14	24,396	24,596	24,796	25,196	25,396	25,596	25,996
15	25,147	25,347	25,547	25,947	26,147	26,347	26,747

Those above the 15th step will receive 9% increase for 1986 - 1987 school year.

1987 - 1988 SALARY GUIDE

<u>Yrs. Exp.</u>	<u>Bach. Deg.</u>	<u>Bach + 15</u>	<u>Bach + 30</u>	<u>Masters Deg</u>	<u>Mast. + 15</u>	<u>Mast. + 30</u>	<u>Ph. Deg.</u>
1	18,500	18,700	18,900	19,300	19,500	19,700	20,100
2	20,165	20,365	20,565	20,965	21,165	21,365	21,765
3	20,467	20,667	20,867	21,267	21,467	21,667	22,067
4	20,769	20,969	21,169	21,569	21,769	21,969	22,369
5	21,072	21,272	21,472	21,872	22,072	22,272	22,672
6	21,375	21,575	21,775	22,175	22,375	22,575	22,975
7	21,678	21,878	22,078	22,478	22,678	22,878	23,278
8	21,980	22,180	22,380	22,780	22,980	23,180	23,580
9	22,354	22,554	22,754	23,154	23,354	23,554	23,954
10	22,728	22,928	23,128	23,528	23,728	23,928	24,328
11	23,100	23,300	23,500	23,900	24,100	24,300	24,700
12	24,102	24,302	24,502	24,902	25,102	25,302	25,702
13	25,065	25,265	25,465	25,865	26,065	26,265	26,665
14	26,047	26,247	26,447	26,847	27,047	27,247	27,647
15	26,592	26,792	26,992	27,392	27,592	27,792	28,192

Those above the 15th step will receive 9% increase for 1987 - 1988 school year.