

4-0239

13-26

PREAMBLE

This Agreement is entered into this 26th day of February, 1969, by and between the Manalapan-Englishtown Regional Board of Education, Englishtown, New Jersey, hereinafter, referred to as the "Board" and the Manalapan-Englishtown Education Association, hereinafter, referred to as the "Association".

1969-70

## ARTICLE 1

### RECOGNITION

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Manalapan-Englishtown Regional Board of Education hereby recognizes the Manalapan-Englishtown Education Association as the representative designated for the purposes of collective negotiation by the majority of the non-supervisory certificated teaching and certificated non-teaching employees employed by the Manalapan-Englishtown Regional Board of Education, excluding any employee whose duties, all or in part, are of a supervisory nature within the meaning of the New Jersey Employer-Employee Relations Act.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### 1. DEFINITION

A "grievance" shall mean a complaint by an employee of the Manalapan-Englishtown Regional Board of Education that there has been to him a personal loss or injury because of an interpretation, application or violation of policies, agreements, and administrative decisions. A complaint will not be processed as a grievance under this procedure if it involves or applies to any matter which is a complaint of a non-tenure teacher which arises by reason of his not being re-employed or a complaint by any certificated personnel occasioned by appointment to or 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 30 calendar days of its occurrence or within 30 calendar days after the employee would reasonably be expected to know of its occurrence.

#### 11. PROCEDURE

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Grievant 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 to be acceptance of the decision rendered at that step. Under extreme circumstances, the time limits may be extended by mutual agreement in writing.

(b) It is understood that employees 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 effect thereof shall have been fully determined.

(c) An employee shall have the right to present his own grievance or to designate a representative to appear with him at any step in his appeal. A minority organization shall not present or process grievances.

(d) When a member of the negotiating unit represented by the Manalapan-Englishtown Education Association presents his own grievance, the Manalapan-Englishtown Education Association shall have the right to state its views in writing to the Board of Education prior to the Board's decision if the appeal proceeds to the Board and to appear at the Board's hearing with the Grievant if such a hearing is held. When a grievance as described in this paragraph reaches the level of the Board, the Superintendent shall inform the President of the Manalapan-Englishtown Education Association that such grievance is at this stage and shall supply the necessary information relating to the grievance.

## ARTICLE II CONTINUED

2. An employee who has a grievance shall discuss it first with the immediate superior listed under Step One of the Order of Appeals attached hereto in an attempt to resolve the matter informally at that level.
3. If the matter is not resolved to the satisfaction of the Grievant as a result of the discussion, he may within 5 school days of the date of the discussion set forth his grievance in writing to the Authority listed in Step Two of the Order of Appeals 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) the basis for his dissatisfaction with decisions previously rendered. The Authority shall communicate his decision to the Grievant in writing within 5 school days of receipt of this written grievance. If the Authority is the Superintendent of Schools he shall have 10 school days from receipt of the written grievance to communicate his decision.
4. If the Step Three Authority is the Superintendent of Schools, the Grievant may, no later than 5 school days after receipt of the decision of the Step Two Authority, appeal in writing to the Superintendent of Schools reciting the matter submitted in the prior step as stated above and the basis for his dissatisfaction with decisions previously rendered and the Superintendent of Schools shall have 10 school days from receipt of the written grievance to communicate his decision to the Grievant in writing.
5. If the grievance is not resolved to the employee's satisfaction at the level of the Superintendent of Schools he may, no later than 10 school days after receipt of the Superintendent's decision, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board or a committee thereof shall review the grievance, shall hold a hearing with the employee if so requested and shall render a decision in writing within 30 calendar days.
6. If the Grievant is dissatisfied with the decision of the Board, he may request the appointment of a fact finder, such request to be made known to the Superintendent of Schools no later than 10 school days after receipt of the decision of the Board of Education.
7. The following procedure will be used in the selection of a fact-finder:
  - (a) The Board and the Grievant or his representative will attempt to agree upon and mutually select a fact-finder.
  - (b) If the parties are unable to agree upon a fact-finder within 5 days of receipt of the request for appointment of a fact-finder, a joint request shall be made to the American Arbitration Association to submit a panel of names of persons qualified to function as a fact-finder in the matter.
  - (c) If the parties are unable to decide upon a mutually satisfactory fact-finder within 5 days of receipt of such panel,

ARTICLE II CONTINUED

they will request the American Arbitration Association to submit a second panel of names.

(d) If the parties are unable to decide upon a mutually satisfactory fact-finder within 5 days of the receipt of such second panel, the American Arbitration Association may be requested by either party to designate a fact finder.

8. The fact-finder shall limit himself to evidence and arguments presented to him by the parties or their representatives and shall consider nothing else. Only the Board and the employee or his representative shall be given copies of the fact-finder's report of findings and recommendations. This shall be accomplished within 15 days of the completion of the fact-finding hearing or hearings. Such report of findings and recommendations shall be kept confidential and shall not be disclosed by either party or their representatives to any other person for a period of 15 days after receipt thereof. The recommendations of the fact-finder shall be considered by both parties to be of an advisory nature. The Board and the Grievant may, after review of the fact-finder's report and recommendations, modify their previous position.

111. COSTS

1. Each party shall bear the total of the costs it has incurred.
2. The fees and expenses of the fact-finder shall be shared equally by the Board and the Grievant. In no event will the Board pay more than one-half of the fees and expenses of the fact-finder.
3. It is expected that hearings related to the process of fact-finding will be conducted outside of school hours. However, if time is lost by an employee due to fact-finding proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute. The time lost by the employee must be without pay or charged as a personal day.

## ARTICLE III

### TEACHER FACILITIES

- A. By the beginning of the 1969-70 school year, each school shall have the following facilities:
1. Space in each classroom in which teachers may store instructional materials and supplies;
  2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
  3. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
  4. A serviceable desk, chair, and filing facility for the exclusive use of each teacher;
  5. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms will be provided wherever practicable and examination will be made for modifications of existing facilities to incorporate the foregoing.
  6. Suitable closet space for each teacher to store coats, overshoes, and personal articles;
  7. Copies, exclusively for each teacher's use, of all texts and teacher's manuals used in each of the courses he is to teach.
  8. A complete dictionary in every classroom.
  9. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.

ARTICLE III CONTINUED

- B. By the beginning of the 1969-70 school year, teachers who work in more than one school building shall be assigned a single classroom or office for their use outside of regular teaching hours, with a desk or other equivalent facility and a place to store materials and supplies for their personal use.
  
- C. Upon the request of the Association, a reasonable number of vending machines shall be installed in the teachers' lounges. The profits from all such machines shall be placed in Association funds. All related expenses will be born by the Association.
  
- D. Teachers shall have keys to their own rooms.

## ARTICLE I.V

### TEMPORARY LEAVES OF ABSENCE

As of the beginning of the 1969-70 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least one week before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. The days shall not be consecutive and shall not be taken at the beginning or end of a vacation period. Granting of the days of leave shall be in accordance with the operational needs of the school as defined by the Superintendent.

2. In case of death in the immediate family, an employee may be granted up to a maximum of five days' absence without loss of pay. The immediate family shall be defined as husband or wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law and grandparents and foster parent of the employee regardless of relationship.

3. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid as required by law.



## ARTICLE V

### EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years shall be granted to tenure teachers who join the Peace Corps, Vista, National Teacher Corps, or serve as an exchange teacher or overseas teacher, and are full-time participants in either of such programs, or accept a Fulbright Scholarship. Sixty (60) Day Notice shall be required in writing requesting the leave. All fringe benefits shall cease for the duration of the leave.
- B. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, if in accordance with the law.
- C. 1. A nontenure teacher shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and said leave shall be granted. The leave shall become effective four (4) months prior to the anticipated date of the birth of the child and shall terminate two (2) months after the birth of the child, or at the beginning of the next semester whichever is later. In case of stillbirth, the teacher may return at the beginning of the next semester. Upon the recommendation of the superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith.
2. Any female teacher adopting an infant child may receive similar leave which shall commence upon her receiving actual custody of said infant, or earlier if necessary to fulfill the requirements for the adoption up to four (4) months. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Manalapan-Englishtown School District in the area of her certification or competence.
- D. 1. Upon return from leave granted pursuant to Section B of 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, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section A or C of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position if available.
- E. All extensions or renewals of leaves shall be applied for and granted in writing.

## ARTICLE VI

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board shall pay the cost of tuition at a maximum reimbursement of \$25 per credit hour for a maximum of eighteen (18) credit hours in any one year with no more than six (6) credit hours per semester when school is in session. There is no change in current Board policy of not reimbursing for courses taken to complete certification requirements. Courses must be on a graduate level in the teacher's area of specialization and all courses must have prior approval of the Superintendent. Special consideration may be given by the Superintendent for courses taken outside the teacher's area of specialization providing it can be demonstrated that such courses will be of specific benefit to the teacher and the district.

ARTICLE VII

INSURANCE PROTECTION

As of September 1, 1969, the Board shall provide for all full time employees the full Health-Care Insurance Protection of the New Jersey Public and School Employees Health Benefits Program consisting of Blue Cross, Blue Shield, Major Medical and Rider-J.

ARTICLE VIII

SALARIES

The following salary schedules shall be paid for the 1969-1970 School Year:

| <u>Year</u> | <u>Bachelor's Degree</u> | <u>Master's Degree or Equivalent</u> | <u>Master's Degree plus 30 graduate credits</u> |
|-------------|--------------------------|--------------------------------------|---|
| 1           | \$6700                   | \$7300                               | \$7900  |
| 2           | 7000                     | 7600                                 | 8200  |
| 3           | 7300                     | 7900                                 | 8500  |
| 4           | 7600                     | 8200                                 | 8800  |
| 5           | 7900                     | 8500                                 | 9100  |
| 6           | 8200                     | 8800                                 | 9400  |
| 7           | 8500                     | 9100                                 | 9700  |
| 8           | 8800                     | 9400                                 | 10,000  |
| 9           | 9100                     | 9700                                 | 10,300  |
| 10          | 9450                     | 10,050                               | 10,650  |
| 11          | 9800                     | 10,400                               | 11,000  |
| 12          | 10,150                   | 10,750                               | 11,350  |
| 13          | 10,500                   | 11,100                               | 11,700  |
| 15          | 10,800                   | 11,400                               | 12,000  |

ARTICLE IX

HONORARIUMS

Teachers shall be paid honorariums for extra curricular activities as follows:

|                        |        |
|------------------------|--------|
| Audio Visual Aids      | \$200. |
| Basketball Coach       | 300.   |
| Baseball Coach         | 300.   |
| Cheerleader Coach      | 200.   |
| Girls Basketball Coach | 300.   |
| Gymnastic Coach        | 200.   |
| Yearbook Advisor       | 150.   |

ARTICLE X

DURATION

A. This Agreement shall be effective September 1, 1969 and shall continue in effect until August 31, 1970 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to that date.

Board of Education of the Regional  
District of the Township of Manalapan,  
Borough of Englishtown, County of  
Monmouth

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Manalapan Englishtown Education Association

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

ORDER OF APPEALS

| <u>CLASSIFICATION</u>                                     | <u>FIRST STEP</u> | <u>SECOND STEP</u> | <u>THIRD STEP</u> | <u>FOURTH STEP</u> |
|---|-------------------|--------------------|-------------------|--------------------|
| Teacher   | Principal         | Superintendent     | Board             |                    |
| School Nurse  | "                 | "                  | "                 |                    |
| Coordinator   | "                 | "                  | "                 |                    |
| Learning Disability Specialist                            | Coordinator       | Principal          | Superintendent    | Board              |
| Social Worker   | "                 | "                  | "                 | "                  |
| Remedial and Supplemental Teachers                        | "                 | "                  | "                 | "                  |
| Speech Correctionist                                      | "                 | "                  | "                 | "                  |
| Librarian   | Principal         | Superintendent     | Board             |                    |
| Principal   | Superintendent    | Board              |                   |                    |
| Assistant to Superintendent and<br>Director of Curriculum | Superintendent    | "                  |                   |                    |