

40251

1970-1971

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT
BETWEEN THE

BOARD OF EDUCATION OF GARWOOD
UNION COUNTY, NEW JERSEY

AND THE

GARWOOD TEACHERS' ASSOCIATION, INC.

PREAMBLE

This Agreement is entered into between the Garwood Board of Education, hereinafter referred to as the Board, and the Garwood Teachers' Association, Inc., hereinafter referred to as the Association.

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association, from its submitted list as of December 1, 1968, until September 30, 1969, as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel under contract, employed, by the Board including: teachers, nurses and also including custodians.

B. Recognition will be continuous on an annual basis from October 1, 1969, unless the Board requests between September 15th and September 30th, 1969, or between September 15th and September 30th of any subsequent year, that the Association submit written proof of its representative status.

ARTICLE II
NEGOTIATIONS PROCEDURE

A. An Association-Board committee designated by each group shall meet to negotiate a successor agreement to this agreement in accordance with the following procedure:

1. Both the Board and the Association committees shall be empowered to negotiate in good faith and reach conclusions on terms and conditions of employment. Final conclusions shall be submitted for ratification and approval to the entire Board and Association.

2. All agreements shall be reduced to writing and signed by the Board and the Association.

ARTICLE II--NEGOTIATIONS PROCEDURE--cont'd.

B. Meetings regarding a successor agreement shall commence no later than October 1st of the calendar year preceding the calendar year in which this agreement expires.

C. The Board and the Association agree to meet as frequently as may be necessary between October 1st and December 15th, at mutually agreeable times, in an effort to reach agreement on terms and conditions of employment.

D. If agreement is not reached by December 15th, either or both parties may submit a request for mediation to the New Jersey Public Employment Relations Commission.

ARTICLE III
LENGTH OF SCHOOL YEAR

The Board and the Association agree that any changes in the length of the school year shall be determined during negotiations. In no event, however, shall the number of pupil days be less than one hundred and eighty (180). The specific calendar of the Board shall be subject to discussion by a committee of the Board and representatives of the Association.

ARTICLE IV
INSURANCE

A. The Board agrees to provide insurance for the Association under the New Jersey Public and School Employees Health Benefits Plan for the following employee groups only:

1. Fully-paid coverage will be provided for all full-time permanent teaching employees of the Board. The coverage provided will be the maximum that the employee is eligible for and avails himself of.

2. Fully-paid individual coverage will be provided for all full-time permanent custodial employees. After six continuous months of full-time permanent

employment the coverage provided will be the maximum coverage that the employee is eligible for and avails himself of.

a. Nothing in Section A-2 shall be construed to prevent a custodial employee from obtaining Health Benefits Insurance beyond individual coverage during the first six months of continuous service through the medium of a payroll deduction.

ARTICLE V
PERSONAL DAYS

A. Teachers are entitled to the following non-accumulative leaves of absence with full pay each school year:

1. At the discretion of the Superintendent of Schools a teacher may receive not more than three (3) days off with pay during any school year for any personal emergency, including religious holidays, which cannot be taken care of during the hours after the school day.

a. Under no circumstances will a teacher be permitted personal leave in order to hold another position with pay.

b. Absence for personal reasons with pay will be allowed provided the absence is approved, in advance, by the Superintendent or in his absence the Teaching Principal.

c. Two (2) days of personal leave may be taken for any reason important to the teacher and shall be designated on a request form as a "personal day." The applicant for such leave shall not be required to state the reason for taking such leave nor is any justification required for these days other than that the individual is taking such leave under this Section. These personal days will not be approved for days immediately preceding or following a school-observed holiday or vacation.

d. Subject to the approval of the Superintendent of Schools, two (2) days in additions to the above five (5) personal days allowed, will be granted if a teacher or employee is to be married. This leave will not be approved if it is combined with Section 1-c.

2. Up to five (5) days with pay in the event of death in the teacher's immediate family which is defined as parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandmother or grandfather. Teachers shall be granted up to three (3) days in the event of death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law.

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

ARTICLE VI
SALARIES

A. The teachers' salary guide for 1970-1971 shall be as follows:

STEP	A	+15	B	B+15	C
1	\$7700	\$7850	\$8200	\$8450	\$8700
2	7850	8000	8350	8600	8850
3	8050	8200	8550	8800	9050
4	8300	8450	8800	9050	9300
5	8500	8650	9000	9250	9500
6	8700	8850	9200	9450	9700
7	8900	9050	9400	9650	9900
8	9200	9350	9700	9950	10,200
9	9500	9650	10,000	10,250	10,500
10	9800	9950	10,300	10,550	10,800
11	10,100	10,250	10,600	10,850	11,100
12	10,400	10,550	10,900	11,150	11,400
13	10,700	10,850	11,200	11,450	11,700
14	11,200	11,350	11,700	11,950	12,200
15	11,800	11,950	12,300	12,550	12,800
16	12,400	12,550	12,900	13,150	13,400

B. The Custodians' Salary Guide for 1970-1971 for custodians with black seal shall be as follows:

Black Seal-\$100 extra compensation for rotating shifts included.

1. \$4650
2. 4850
3. 5100
4. 5400
5. 5675
6. 5950
7. 6225
8. 6500
9. 6775
10. 7050

ARTICLE VII

A. The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting said employee.

B. An aggrieved employee or group of employees shall institute action under the provisions hereof within ninety (90) calendar days of the occurrence complained of, or within ninety (90) calendar days after he or they would reasonably be expected to know of its occurrence. Failure to act within said ninety (90) days shall be deemed to constitute an abandonment of the grievance.

C. In the presentation of a grievance, the employee shall have the right to present his own appeal, or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.

ARTICLE VII--GRIEVANCE PROCEDURE--cont'd.

D. Steps of the grievance procedure--the following constitutes the sole and exclusive method through administrative procedures for resolving grievances between the parties covered by this agreement:

1. A grievance shall be discussed first with the principal or appropriate superior in its informal stage. If, as a result of the discussion, no action is taken within five (5) school days, or if the appropriate superior indicates that no action will be taken to satisfy the aggrieved's complaint, then the aggrieved will set forth the grievance in writing and request that within two (2) school days a written response be forthcoming giving the reason for not satisfying his complaint.

2. Within ten days the aggrieved may appeal the decision to the Superintendent. The Superintendent shall meet with the aggrieved and respond within two (2) school days, in writing, to the aggrieved's complaint.

3. (a) If the aggrieved is not satisfied with the Superintendent's response, he shall file written notice with the Superintendent and the Board Secretary that he wishes to meet with the entire Board.

(b) The Board shall convene within seven (7) school days, upon request of the aggrieved, and conduct a full inquiry into the grievance.

(c) Within five (5) school days the Board shall deliver a written answer to the aggrieved citing reasons for denying the grievance or upholding the aggrieved's complaint.

(d) If the response from the Board is not satisfactory, the aggrieved may, if supported by the Association, or on his own, within fifteen (15) calendar days notify the Board that he is requesting advisory arbitration of the grievance.

4. Within sixty (60) days following the signing of this agreement the parties shall exchange lists of at least five (5) residents of the Borough of

ARTICLE VII--GRIEVANCE PROCEDURE--cont'd.

Garwood who are willing to serve in the capacity of advisory arbitrators under the terms of the agreement. The parties shall meet promptly after the exchange of lists to agree upon a panel from which advisory arbitrators may be selected for any future disputes. In the event of a future dispute, an arbitrator shall be selected at random from the panel. No arbitrator shall serve on two (2) successive cases. Compensation, if any, of the arbitrator shall be shared by the parties. At his discretion, the arbitrator may make public any advisory arbitration decision which he has rendered.

ARTICLE VIII
FULLY BARGAINED CLAUSE

The parties agree that they have discussed and fully bargained and agreed upon all terms and conditions of employment for the duration of this Agreement.

ARTICLE IX
DURATION

This Agreement shall be in effect from September 1, 1970 to August 31, 1971, and from year to year thereafter subject to notice in writing prior to October 1st of a desire to change or modify this Agreement. Such notice shall specify the part or parts of the Agreement sought to be changed or modified. Portions of the Agreement not specified in the notice shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

_____ day of May, 1970.

Board of Education of Garwood

By _____
President

ATTEST:

Secretary

Garwood Teachers' Association, Inc.

By _____
President

ATTEST:

Secretary