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UNION TOWNSHIP SCHOOLS
HUNTERDON COUNTY
R. D. HAMPTON, N. J. 08827

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

BETWEEN

UNION TOWNSHIP BOARD OF EDUCATION

AND

UNION TOWNSHIP OF HUNTERDON COUNTY EDUCATION ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

JUL 7 1976

RUTGERS UNIVERSITY

July 1, 1976

to

June 30, 1978

PREAMBLE

This Agreement entered into this 26th
day of April, 1976, by and between
the Board of Education of Union Township, Hunterdon
County, N. J., hereinafter called the "Board," and
Union Township of Hunterdon County Education Associa-
tion, hereinafter called the "Association."

ARTICLE I

RECOGNITION

The Board of Education and Union Township of Hunterdon County Education Association agree that the welfare of the children of Union Township School is paramount in the operation of the school and will be promoted by both parties.

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all of the following certificated personnel under contract:

1. Classroom teachers
2. Special subject teachers
3. Nurses

Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

SCOPE OF AGREEMENT

1. This Agreement shall become effective July 1, 1976, and shall continue in effect until June 30, 1978.
2. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiation except as provided in #3 below. During the term of this Agreement neither party will be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.
3. Either party may reopen and reenter into collective negotiations with regard only to Article IX, - Professional Compensation, and its attached schedules of salary guides for the second academic year which this Agreement is in force.

4. If either party proposes an amendment to any Article of this Agreement other than Article IX, and the other party agrees to consider the amendment, it shall be added to the agenda for negotiations for the second year this Agreement is in force.
5. 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.
6. Nothing in this Agreement which changes pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated.
7. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teacher employment.
8. Any agreement so negotiated shall apply to all teachers, as defined in Article I, be reduced to writing, be adopted by the Board and Association, and signed by the officers of the respective parties.

ARTICLE III

BOARD JURISDICTION

1. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations, to take whatever actions may be necessary to carry out the obligations of the Union Township School District.
2. It is understood that teachers shall continue to serve under the direction of the Chief School Administrator and in accordance with Board and administrative policies, rules and regulations as contained in the Board's Policy Manual and Teacher's Handbook, provided that the provisions of this Agreement shall supercede and prevail over any conflicting provisions.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition

1. **Grievance** - A grievance is a claim by a teacher of a wrong or injustice based upon the interpretation, application, or violation of this Agreement affecting said teacher.
2. **Aggrieved Person** - An aggrieved person is the person making the claim.

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 affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Any employee who has an alleged grievance shall discuss it first with the Principal within ten days in an attempt to resolve the matter informally at that level.
2. If unresolved, the employee shall discuss the problem with the Principal's Advisory Committee for the purpose of establishing the necessity of further action.
3. If, as a result of this discussion, further action is deemed appropriate, the employee shall set forth his complaint in writing to the Principal within ten (10) days of meeting with the Principal's Advisory Committee.

The membership of the Principal's Advisory Committee shall be composed of the following:

- 1 from Grades K-3
- 1 from Grades 4-6
- 1 from Grades 7-8 and the special areas

Members will be volunteers serving on a rotating basis (1, 2, 3 years). This is to be determined by lot. The Committee will meet as needed.

The Principal shall communicate his decision to the employee in writing not later than three (3) school days of the receipt of the written complaint.

4. The employees may appeal the Principal's decision to the Board of Education. The appeal to the Board must be in writing and set forth the grounds upon which the grievance is based. The Board shall attempt to resolve the matter as quickly as possible, preferably within a period not to exceed ten (10) school days. The Board of Education shall communicate their decision in writing along with the supporting reasons to the employee and the Principal.
5. If grievant disagrees with Board's written decision, the grievant may request, through the UTEA, that the Board further review the unresolved matter. The Board will, at this level, convene a hearing at which the grievant shall appear and may be accompanied by another member of the Association.
6. All teachers, including the grievant, shall continue under the direction of the administrator until the grievance is properly determined.

ARTICLE V

TENURE

The Board pledges that the sole criterion for considering all applications for tenure shall be individual merit.

ARTICLE VI

BOARD-TEACHER LIAISON

There shall be four (4) meetings during the school year between the Board and faculty, to share concerns regarding school program and practices.

A portion of each of these meetings shall be given over to the purpose of reviewing and discussing the administration of this Agreement. These meetings shall not be concerned with any grievance. Each party shall submit to the other, through their respective secretaries, at least three (3) school days prior to the scheduled meeting, an agenda covering those matters relative to the Agreement which they wish to discuss.

The meetings of this Article will be held during the months of October, January, March and June, at a time and place mutually agreed upon by the participants.

The intent of this Article is not to lessen the authority of the responsibility of the Board in any way, but to establish a process which will allow for a sharing of viewpoint between the teacher(s) and the Board.

ARTICLE VII

LEAVES AND ABSENCE FROM DUTY

A. Sick Leave

1. Extended Sick Leave Policy

a. Purpose:

To provide staff members with additional income security due to extended illness or injury, when their accumulated sick leave is insufficient to cover the length of absence.

b. Definition of Sick Leave:

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

c. Scope of Plan:

When absence, under the circumstances described above, exceeds the annual sick leave and the accumulated sick leave, the Board of Education shall pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board in each individual case. A day's salary is defined as 1/200 of the annual salary.

2. For every ten (10) days of sick leave accumulated in one year, the Board will award one additional day.

B. Non-Accumulative Leave

1. Policies and definitions regarding non-accumulative leave are in the teachers' handbook.

C. Sabbatical Leave

1. Policies and definitions regarding sabbatical leave are in the teachers' handbook.

ARTICLE VIII

HEALTH PLAN

The Board will provide 100% family coverage for all eligible staff members on the State Health Plan.

ARTICLE IX

PROFESSIONAL COMPENSATION

1. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part of this Agreement.
2. Schedule A is composed of degree and credit hour course work beyond degree level differentials and of annual increment levels.
3. The following maximum increment levels are in effect with reference to the specified differential:
 - a. Bachelor's degree - step 9
 - b. Bachelor's degree plus fifteen (15) credit hrs. - step 10
 - c. Bachelor's degree plus thirty (30) credit hrs. - step 11
 - d. Master's degree - step 12
 - e. Master's degree plus fifteen (15) credit hrs. - step 13
 - f. Master's degree plus thirty (30) credit hrs. - step 14
4. Compensation for extra-curricular activities is set forth in Schedule B, which is attached hereto and made a part of this Agreement.
5. Professional work done by staff members during July and August shall be compensated at the rate of \$6.00 per hour. Teacher(s) engaged in summer professional work shall be recommended to the Board's Curriculum Committee by the Chief School Administrator and approved by the entire Board.
6. Teachers shall be reimbursed at a rate of 15¢ per mile for travel to and from school-related functions approved in advance by the Chief School Administrator.
7. Course work reimbursement will proceed as follows:
 - a. The Board will reimburse instructional staff members 75% for registration and tuition for professional courses taken for credit.
 - b. Maximum reimbursement shall be \$200 per year.
 - c. Courses completed during the Fall semester shall be reimbursed in January. Courses completed during the Spring and Summer semesters shall be reimbursed in September upon commencement of teaching duties in the Union Township School in September.
 - d. Courses to be reimbursed are subject to the approval of the Principal. He will base his decision upon his knowledge on present and future needs of the school system and the individual's work load. Part-time employees employed in another district shall be reimbursed at a percentage commensurate with their time at Union Township. Part-time employees, employed only at Union Township, shall be eligible for full tuition benefit.

SCHEDULE A

SALARY GUIDE FOR 1976-1978

Step	275.		285.		295.		300.		310.		
	B	^	B+15	^	B+30	^	M	^	M+15	^	M+30
1	9,200.		9,475.		9,760.		10,055.		10,355.		10,665.
2	9,635.		9,925.		10,225.		10,530.		10,845.		11,170.
3	10,070.		10,375.		10,690.		11,005.		11,335.		11,675.
4	10,505.		10,825.		11,155.		11,480.		11,825.		12,180.
5	10,940.		11,275.		11,620.		11,955.		12,315.		12,685.
6	11,375.		11,725.		12,085.		12,430.		12,805.		13,190.
7	11,810.		12,175.		12,550.		12,905.		13,295.		13,695.
8	12,245.		12,625.		13,015.		13,380.		13,785.		14,200.
9	12,680.		13,075.		13,480.		13,855.		14,275.		14,705.
10	13,115.		13,525.		13,945.		14,330.		14,765.		15,210.
11	13,550.		13,975.		14,410.		14,805.		15,255.		15,715.
12	13,985.		14,425.		14,875.		15,280.		15,745.		16,220.
13									16,235.		16,725.
14											17,230.

3% differential

4.74% average increment

SCHEDULE B

EXTRA-CURRICULAR ACTIVITIES COMPENSATION

\$2,700.00 shall be appropriated to be utilized by the staff for the development of a balanced, extra-curricular program, the details of which shall be established by staff and administrator and approved by the Board.

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

By _____

Joan Panovec, President
Union Township of Hunterdon
County Education Association

Michael Lurski, Secretary

By _____

Lawrence J. Wallich, President
Union Township Board of Education

Marion D. Heitzman, Secretary