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NOT CIRCULATE

AGREEMENT

THIS AGREEMENT is entered into this 22nd day of March, 1972, by and between THE BOARD OF EDUCATION OF THE TINTON FALLS SCHOOLS, HEREINAFTER CALLED "Board", -and- TINTON FALLS SCHOOLS TEACHERS ASSOCIATION, hereinafter called "T.F.S.T.A.", for the academic year 1972-1973.

ARTICLE I - RECOGNITION

1. The Board does hereby recognize T.F.S.T.A. as the majority representative for collective negotiation, pursuant to Chapter 303, Laws of 1968, concerning the terms and conditions of employment of certificated employees in each of the following units: Nurses, librarians and classroom teachers, provided the inclusion hereof of the foregoing assignments shall not limit the right of the Board to discontinue or make increases, decreases or changes in the personnel assigned to these duties. This recognition includes part-time certificated personnel but not substitute teachers.

2. This recognition shall continue in effect until a successor majority representative for collective negotiation shall have been selected and designated pursuant to law or unless sooner terminated according to law.

ARTICLE II A - NEGOTIATION PROCEDURE

1. The parties agree to enter into collective negotiations of an amendatory Agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on the matters covered by said law, provided T.F.S.T.A. continues as the majority representative during the next succeeding academic year, and in further negotiations either party may use a professional negotiator to act on its behalf if it so desires.

of the parties as to negotiations between them for the academic year 1972-73, and is limited to such academic year.

5. It is understood and agreed that every part of this agreement may be opened for renegotiation in connection with an amendatory Agreement for the academic year 1973-74.

ARTICLE II B - GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall mean a complaint by a teacher or the Association that there has been a personal loss or inequity because of a violation, misinterpretation or misapplication of policy, agreement or administrative decision to him or them.

2. A grievance to be considered under this procedure must be initiated within 30 calendar days of its occurrence, within the knowledge of the aggrieved, but under no circumstances will a grievance be processed if 6 months have elapsed since its actual occurrence.

3. The purpose of this procedure is to secure, at the least possible level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

4. Since it is important that grievances be processed as quickly as possible, 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. In the event a grievance is filed at such time that it cannot be processed through all the steps in this procedure by the end of the school year, and if left unresolved until the beginning of the following year, it could result in irreparable harm to a party in interest, the time limits set forth shall be reduced so that the grievance procedure may be exhausted

prior to the end of the school year or as soon as is practicable thereafter.

B. Procedure

1. Any teacher (or group of teachers) who has a grievance shall discuss it first with the immediate supervisor involved in an attempt to resolve the matter informally except in the case affecting the Association. The Association shall have the right to present the grievance at the appropriate level where the grievance occurred or at which the protested decision was made. Presentation of a grievance at a Board level under such circumstances shall be processed through the office of the Superintendent (or designee) as the Board's representative.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within 5 school days, he shall set forth his grievance in writing to the principal, specifying the following:

a. The nature of the grievance and the injury, loss or inequity suffered.

b. The results of previous discussions.

c. His dissatisfaction with decisions previously rendered.

Upon receipt of the grievance, the principal will send a copy of the grievance to the office of the Superintendent who will forward a copy to the Association. Upon receipt of the grievance, the Association may elect to have a representative or representatives present at all grievance meetings. The principal will communicate his decision to the teacher, the Association or its representative and the Superintendent of Schools, in writing, within three school days of receipt of the written grievance.

3. The employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made, in writing, reciting the matter submitted to the principal as specified above

and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed 10 calendar days. The Superintendent shall communicate his decision, in writing, to the employee, the principal and the Association.

4. If the grievance is not resolved to the employee's satisfaction, he may 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 committee thereof, shall review the grievance. The Board shall hold a hearing with the teacher and a decision shall be rendered, in writing, within 20 calendar days of receipt of the grievance by the Board or the date of the hearing, whichever comes later.

5. If the Association determines that the grievance is meritorious and arises from any portion of the contract or its interpretation, it may submit the grievance to arbitration within 15 school days after the receipt of the request by the aggrieved. (This means that only those grievances relating to the terms of this agreement shall go to binding arbitration). Within 10 school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall then be bound by the rules of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall

confer with the representatives of the Board and the Association and shall hold hearings promptly. He shall be requested to issue his decision not later than 30 days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator shall be binding upon the Board and the Association. The costs for the services of the arbitrator shall be shared equally by the Board and the Association, and any other expenses incurred shall be paid by the party incurring same.

6. At no point prior to an official hearing or meeting of the Board shall any teacher or his representatives discuss with members of the Board, or any one of them, the subject of the employee's grievance or matters relating thereto.

7. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this agreement and that the Association has been given the opportunity to be present at any level and to state its views.

8. The teachers, administrators and/or the Board may have representatives or witnesses of their choice in attendance at all levels of the grievance procedure.

9. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

10. If the conditions or terms of this Agreement are considered violated the Board of Education shall also have the right to submit the alleged violations to binding arbitration in accordance with paragraph 5 of this section.

11. 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 its committees, or any other participant in the grievance procedure by reason of such participation. Also, no reprisals of any kind shall be taken by a teacher or the Association against any party in interest, any representative, any member of the Board of Education or its committees, or any other participant in the grievance procedure by reason of such participation.

ARTICLE III - SCHOOL CALENDAR

The school calendar will be developed in consultation with the teachers. Final decision rests with the Board.

ARTICLE IV - PERSONAL LEAVE

1. Present policy for certificated employees as stipulated in The Tinton Falls Schools Teacher's Manual shall continue for the term of this Agreement, except that the allowance for personal leave shall be three days in the academic year 1972-73.

2. Wherever possible the administration should have two days warning.

3. Personal leave is not to be taken the day immediately before or after school is closed for a holiday or vacation, except in the case of emergency and with the consent of the Superintendent, nor is personal leave to be construed as vacation time.

4. Leave for part-time certificated employees shall be on a pro rata basis.

ARTICLE V - PROFESSIONAL AND SICKNESS LEAVE

1. Two days of professional leave for certificated employees may be authorized by the Superintendent during the academic year 1972-73, with the additional proviso that for specific professional events the Superintendent will be empowered to grant up to 5 days.

2. Present policy regarding professional and sickness leave as stipulated in The Tinton Falls Schools Teacher's Revised Manual shall be continued.

ARTICLE VI - MEDICAL INSURANCE PROTECTION

1. The Board shall provide the following health care insurance protection for all certificated employees covered by this Agreement except part-time personnel employed on less than a 4/5 basis. The Board shall make payment of full individual or full family insurance premiums as appropriate to provide insurance coverage for the full twelve-month period for the following insurance at regular rates:

- a. Hospitalization benefits
- b. Surgical benefits
- c. Rider J benefits
- d. Major Medical benefits

2. Employees with dependents insured elsewhere vis-a-vis the above benefits shall not be eligible for dependent coverage at The Tinton Falls Schools unless such coverage is relinquished at the dependent's place of employment. Employees with a spouse in military service are not eligible for the medical benefits rendered.

3. The Board reserves the right to change the carrier. If this is to be done, the proposal will be submitted to the T.F.S.T.A. Executive Board for examination, but not approval.

4. In the event that the spouse of an employee loses family health insurance coverage for any reason, the Board will reimburse the employee for the converted family health insurance for that amount which is made on direct payment and will pick up the group plan coverage at the next enrollment period.

ARTICLE VII - SABBATICAL LEAVE

1. A teacher is eligible for sabbatical leave after seven years service in the district. This leave must be for the full school year and be for the purpose of study approved by the Superintendent. Salary will be paid by the Board at 50 per cent of the normal rate for that year. It is not expected that the Board will be able to support more than one such leave per school year; therefore, if more than one teacher applies and meets all other requirements stated above, the person who has been with the district the longest will receive the leave.

2. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

ARTICLE VIII - HOME INSTRUCTION AND EXTRA CURRICULAR PAY

1. The Board will pay \$6.75 per hour for home instruction, this rate to include the cost of mileage.

2. If special work outside standard requirements is requested by a person properly authorized, the Board will consider the amount of added compensation. Each situation will be evaluated on its merits. Parent-Teacher conferences are excepted.

ARTICLE IX - TEACHER ASSIGNMENTS

1. Class and/or subject assignments for the following year will be supplied by the administration in writing at least 15 days prior to school opening. In the event that last minute changes become necessary, prompt notification will be made to the last known address.