

AGREEMENT

between

BROOKLAWN BOARD OF EDUCATION

and

BROOKLAWN EDUCATION ASSOCIATION

X 1981 - 1982 1982 - 1983

INSTITUTE FOR
Management and
Labor Relations

JUN 24 1982

RUTGERS UNIVERSITY



PREAMBLE

This agreement between the Brooklawn Board of Education (hereinafter referred to as the Board) and the Brooklawn Education Association (hereinafter referred to as the Association) in behalf of the members of the bargaining unit employed in the Brooklawn Public School District is entered into as follows:

ARTICLE I - OBJECTIVES OF THIS AGREEMENT

A. The Board and the Association recognize that providing a quality education for the students of the Brooklawn Public School District is their primary aim.

B. To set forth in this agreement salaries, and other terms and conditions for employment for the members of the bargaining unit and to provide orderly and harmonious collective bargaining relations between the parties.

ARTICLE II - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries and other terms and conditions for employment for the teachers covered by this agreement.

B. As used herein, the term "teachers" shall refer only to all classroom teachers, music teachers, physical education teachers, special education teachers, librarians, art teacher and school nurses, under contract with the Board. References to male teachers shall include female teachers.

ARTICLE III - NEGOTIATION OF A SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, as amended, in good-faith effort to reach agreement on all matters concerning salaries and other terms and conditions of employment. Such negotiations shall begin for the calendar year following the expiration of this agreement according to the Rules and Regulations of the New Jersey Public Employment Relations Commission.

B. 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 IV - BOARD OF EDUCATION RIGHTS

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the rights, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations (1) to direct employees of the School District; (2) to hire, promote, transfer, assign, and retain employees in positions in the School District, and for just cause, to suspend, demote, discharge or take other disciplinary action against employees; (3) to relieve employees from duty because of lack of work or for other legitimate reasons; (4) to maintain efficiency of the School District operations entrusted to them; (5) to determine the methods, means, and personnel by which such operations are to be conducted; and (6) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

B. The parties to this agreement agree that the agreement itself constitutes a mutual pledge to resolve all disputes through the grievance and arbitration procedure without termination of the continuity of operations by either party during the tenure of the agreement.

ARTICLE V - GRIEVANCE PROCEDURE

A. Definition of a Grievance:

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this agreement or administrative decisions affecting a teacher or a group of teachers. A grievance may be filed by an individual teacher, a group of teachers or by the Association.

V. Time Limits:

Failure at any step of this procedure to communicate the decision on a grievance within the time limits specified shall permit the grievant to proceed to the next step. Failure of the grievant at any step of this procedure to appeal a grievance to the next step within the time limits specified shall be deemed to be acceptance of the decision rendered at that step. Time limits may be modified by mutual consent of the parties.

C. Rights of Representation:

Any grievant may be represented after Step Two of the Grievance Procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present to state its views at all stages of the grievance procedure.

D. Costs:

Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

E. Procedure:

1. Within two school days of the occurrence of the alleged grievance, the grievant shall discuss the matter informally with the Administrative Principal.
2. If the matter is not resolved to the satisfaction of the grievant within ten school days, the grievant shall, within ten school days, submit the grievance in writing to the Administrative Principal. The written grievance shall specify:
 - a) the nature of the grievance;
 - b) the nature and extent of the injury, loss, or inconvenience;
 - c) the results of previous discussions and dissatisfaction with decisions previously rendered; and
 - d) the relief sought.

The Administrative principal shall communicate his/her decision in writing to the grievant within ten (10) school days of the receipt of the written grievance.

3. If the decision of the Administrative Principal rendered in step two does not resolve the grievance to the satisfaction of the grievant, a written appeal shall be made within five (5) school days to the President of the Board of Education. The grievant shall attach all pertinent documents and materials to such appeal.
4. Within fifteen school days, the President of the Board of Education shall convene a hearing of the Board of Education. At such hearing, the grievant shall present such information as is relevant to the grievance. Within ten (10) school days the Board shall render in writing to the grievant its decision regarding the disposition of the grievance.
5. If the decision of the Board of Education rendered in Step Four does not resolve the matter to the satisfaction of the grievant, within five (5) school days, the grievant shall notify the Board of Education of its desire to submit the grievance to arbitration. If the Association determines that the grievance is without merit, it may, by majority vote of the membership, withdraw from the grievance within fifteen (15) school days after receipt of an arbitration request from the grievant.

F. Arbitration:

The following procedure shall be utilized when a grievance shall be submitted for arbitration:

- 1) Both parties shall make an attempt to secure a mutually acceptable arbitrator.
- 2) If the parties are unable to agree upon a mutually acceptable arbitrator or are unable to obtain a commitment from a mutually acceptable arbitrator within ten (10) school days, either party may make a request to the American Arbitration Association for selection of an arbitrator. The parties shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. In cases where a mutually acceptable arbitrator is secured, he/she shall be bound by the same rules, except for such portions which require notification of other than the immediate parties concerning the conduct of the grievance.
- 3) The Arbitrator shall limit himself/herself to the issues submitted to him/her and shall add nothing to nor subtract anything from the Agreement between the parties, any policy of the Board of Education, or make any decision contrary to law.
- 4) The findings and award of the arbitrator shall be final and binding upon both parties.

ARTICLE VI - TEACHERS' RIGHTS

A. Rights and Protection in Representation. Every teacher shall have the enjoyment of any rights and the protection in representation of Chapter 123, Public Laws of 1974, as amended, and other laws of New Jersey or the Constitutions of New Jersey and the United States.

B. Evaluation of Students. The teacher shall maintain the rights and responsibility to determine grades of students within the grading policies of the Brooklawn Public School District, based upon the professional judgement of available criteria pertinent to any given subject area or activity for which the teacher is responsible. Grades may be changed by the Administrative Principal only after a conference has been held with the teacher issuing that grade.

C. Placement of Students. The teacher shall retain the right to recommend to the Administrative Principal all social groupings, academic groupings and placement, and referrals for individual testing of students.

D. Preparation Period. Teachers shall have the free use of the time when their regularly scheduled class is scheduled for vocal music class and when their regularly scheduled class is scheduled for one (1) physical education class.

ARTICLE VII - ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association a list of the names and addresses of all teachers, the minutes of all public Board meetings and to make available to the Association other public information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

B. Use of School Buildings. The Associations and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Administrative Principal shall be notified in advance of the time and place of all such meetings, and his/her approval shall be required.

C. Use of School Equipment. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. Approval must first be obtained from the Administrative Principal. No such equipment shall be removed from the school building.

ARTICLE VIII - TEACHER WORK YEAR

A. Prior to March 1 of each school year, the Association shall meet with the Administrative Principal and submit through him/her to the Board its recommendation for the succeeding year school calendar.

B. The Board, in determining the succeeding school year calendar, shall consider the recommendation of the Association prior to the adoption of the official calendar.

C. The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend additional orientation days) shall not exceed 185 days.

D. The in-school work year shall include days when pupils are in session, orientation days and any other days when teachers attendance is required.

ARTICLE IX - SALARIES AND ASSIGNMENTS

A. Salaries

1. The salaries of all teachers covered by this agreement are set forth in "Schedule A", which is attached to this agreement and made a part hereof.
2. Each teacher shall be placed on his/her proper step of salary "Schedule A". Any teacher employed for more than one-half ($\frac{1}{2}$) school year shall receive credit on the salary schedule for one full year of experience.

3. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
4. Teachers shall receive their final paychecks when they have completed all of their professional responsibilities.

B. Assignments

All teachers shall be given written notice of their salary schedules and tentative assignments for the forthcoming year, prior to May 1st of each year.

ARTICLE X - TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

Each teacher shall be entitled to twelve (12) days of sick leave in each school year. Unused days shall accumulate according to State law.

B. Personal Leaves

1. Each teacher may have up to three (3) days of leave for personal reasons. Unused personal leave days shall accumulate as sick leave. Requests for personal leave shall be made no less than one day prior to the day of the leave, except in cases when an immediate emergency occurs.
2. Each teacher may be granted three (3) additional days of personal leave at a deduction in salary equal to the cost of a substitute. Any days beyond the three (3) specified herein will be at a deduction of 1/200 of the yearly salary for each day not worked.

C. Death in the Family

For a death in the teacher's family, a leave of absence shall be granted as follows:

1. Five consecutive calendar days (of which one must be the day of the funeral) for the spouse, mother, mother-in-law, father, father-in-law, and son or daughter.
2. Three consecutive calendar days (of which one must be the day of the funeral) for the grandmother, grandfather, brother or sister.

D. Other Leaves

The Board may grant other leaves of absence, without pay for good cause.

ARTICLE XI - INSURANCE

A. Health Insurance

The Board shall pay for each teacher and dependents as requested by each teacher, desiring to enroll for such coverage, the full cost of Blue Cross, Blue Shield, Rider J, and Major Medical insurance coverage. An employee may elect to receive the Washington National Insurance Company Group Disability Insurance Plan, designated as Plan I, Class IV, in lieu of the above.

B. Prescription Insurance

The Board shall pay for each teacher requesting such coverage, the full cost of the Family Prescription Insurance Plan designated as "two dollar (\$2.00) deductible", provided through Pharmaceutical Card System, Inc

ARTICLE XII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board of Education will grant reimbursement for college credits up to seventy-five percent (75%) of cost to a maximum of \$500. dollars, including the cost of books and fees. Such credits must be beyond initial teacher certification or at the graduate level. If the teacher desires reimbursement for courses completed under this provision, an official college record showing successful completion of the specified courses must be presented to the Administrative Principal before reimbursement will be made by the Board.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

A. This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein, and give them full force and effect as Board policy.

B. If any provision of this agreement, or any application of this agreement to any employee or groups of employees is held to be contrary to law then such provisions or applications shall not render the entire contract void or invalid, but all other provisions or applications shall continue in full force and effect.

C. Upon retiring from the Brooklawn Public School District, under the rules of the New Jersey Teacher's Pension and Annuity Fund, or upon ending the employment relationship with the Board as a result of a Board ordered Reduction in Force, a teacher will be granted by the Board of Education a payment of twenty dollars (\$20.) for each unused day of accumulated sick leave. Such payments shall be no more than three thousand dollars (\$3,000.).

D. This agreement shall be effective as of July 1, 1981 and shall continue in effect until June 30, 1983, subject to the Association's rights to negotiate over a successor agreement as provided in Article III. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents and attested to by their respective secretaries.

BROOKLAWN BOARD OF EDUCATION

BROOKLAWN EDUCATION ASSOCIATION

BY: [Signature]

BY: William J. Quire

ATTEST: [Signature]
SECRETARY

ATTEST: Judith Rose
SECRETARY

DATE: Sept. 8, 1981

DATE: Sept. 8, 1981

SALARY SCHEDULE A

1981 - 1982

Step	Bachelor's	+15	+30	Master's	+15	+30
1	12045	12295	12495	12795	12945	13045
2	12345	12595	12795	13095	13245	13345
3	12645	12895	13095	13395	13545	13645
4	13045	13295	13495	13795	13945	14045
5	13445	13695	13895	14195	14345	14445
6	13945	14195	14395	14695	14945	14945
7	14495	14745	14945	15245	15395	15495
8	15045	15295	15495	15795	15945	16045
9	15645	15895	16095	16395	16545	16645
10	16345	16595	16795	17095	17245	17345
11	17045	17295	17495	17795	17945	18045
12	17845	18095	18295	18595	18745	18845
13	18745	18995	19195	19495	19645	19745
14	19645	19895	20095	20395	20545	20645

A service increment of one hundred dollars (\$100.00) shall be granted, commencing with the seventeenth (17th) year of employment and each three years thereafter up to and including the forty-fourth (44th) year of employment by the Brooklawn Board of Education.

SALARY SCHEDULE A

1982 - 1983

Step	Bachelor's	+15	+30	Master's	+15	+30
1	12475	12725	12925	13225	13375	13475
2	12875	13125	13325	13625	13775	13875
3	13275	13525	13725	14025	14175	14275
4	13775	14025	14225	14525	14675	14775
5	14275	14525	14725	15025	15175	15275
6	14875	15125	15325	15625	15775	15875
7	15475	15275	15925	16225	16375	16475
8	16175	16425	16625	16925	17075	17175
9	16875	17125	17325	17625	17775	17875
10	17675	17925	18125	18425	18575	18675
11	18475	18725	18925	19225	19375	19475
12	19375	19625	19825	20125	20275	20375
13	20275	20525	20725	21025	21175	21275
14	21275	21525	21725	22025	22175	22275

A service increment of one hundred dollars (\$100.00) shall be granted, commencing with the seventeenth (17th) year of employment and each three years thereafter up to and including the forty-fourth (44th) year of employment by the Brooklawn Board of Education.