

Agreement ~~X~~ 1981-82

Between the

Shamong Township Education Association

and the

Board of Education of Shamong Township

The County of (Burlington) New Jersey

LIBRARY
Institute of Management and
Labor Relations

OCT 2 1981

RUTGERS UNIVERSITY

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PREAMBLE

This agreement entered into this _____ day of _____, 19___, by and between the Board of Education of Shamong Township hereinafter called the "Board" and the Shamong Township Education Association, hereinafter called the "Association."

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Shamong Township School District is their primary aim and that the character of such education depends predominately upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty and

WHEREAS, the members of the teaching profession are particularly qualified to advise formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123; Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designate with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement, be it RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows.

ARTICLE I

Recognition

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel whether under contract, or on leave, including:

Teachers

Nurse

Library Aide (See Schedule C)

B. Definition of Teacher

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

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teacher's employment. Such negotiations shall begin not later than October 3 of the calendar year preceding the calendar year in which this agreement expires, unless a different date be selected by PERC in which event the parties shall begin negotiations on the date set by PERC. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

B. Modifiation

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 III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a teacher of the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting a teacher or a group of teachers.

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 informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly 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.

2. Year end grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be

reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

3. Time Restriction

a. An aggrieved teacher shall institute action under the provisions hereof within ten (10) school days following the occurrence complained of when it affects the teacher. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance.

4. Level one - Administrative Principal

A teacher with a grievance shall first discuss it with his principal either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level two - Board of Education

If the teacher of the Association is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the administrative principal, the teacher may submit the grievance to the Board. Said request shall be made to the Board within ten (10) school days from the above disposition shall be in writing, and shall specify following:

- a. Nature of grievance
- b. Results of prior discussion
- c. Basis of his/her dissatisfaction with the determination.

A copy of this statement shall be furnished to the administrative principal.

6. Level three - Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

b. Within ten (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 the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The Arbitrator so selected shall confer with the representative of the Board and Association and hold hearings promptly and shall issue his decision not later than twenty (20) 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 of fact, reasoning and conclusions on the issues submitted.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator may add nothing to modify or subtract anything from the Agreement between the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his 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 and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

Miscellaneous1. Group grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the administrative principal directly and the processing of such grievance shall be commenced at Level One. The Association may process such a grievance through all Levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate grievance file

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.

4. Meetings and hearings

All the meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the ARTICLE.

5. Levels

Grievances pertaining to violations of this agreement go through Level One, Level Two and Level Three.

Grievances pertaining to policies or administrative decisions affecting a teacher or group of teachers are not subject to arbitration.

ARTICLE IV

TEACHING HOURS AND TEACHING LOAD

A. Extra-curricular Activities

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in Schedule B are educationally worthwhile.

2. Salary

Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary, and shall be compensated according to the rate of pay and/or released time in Schedule B.

ARTICLE V
TEACHER EMPLOYMENT

A. Notification of contract & salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th.

Teachers shall return their signed contracts before June 1st to the Board.

ARTICLE VI
TEACHER ASSIGNMENTS

Traveling Expenses

1. Expenses

Teachers who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate of seventeen (17¢) cents per mile.

ARTICLE VII
NON-TEACHING DUTIES

A. Intent

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should to the extent possible, be utilized to this end. Therefore, they are as follows:

B. Application

Personnel other than teachers shall perform non-teaching duties and the teachers shall not be required to perform the following duty:

1. Supervision of cafeteria.

ARTICLE VIII

SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part thereof.

B. Method of Payment

1. The 15th and 30th of each month for ten months or 12 months.

2. Summer pay plan

Each teacher may individually elect to have ten (10%) percent of his salary deducted from his pay. These funds shall be paid to the teacher on his estate on the final day in June, according to a schedule of payment throughout the summer as requested by the teacher, or upon death or termination of employment, if earlier.

3. Exceptions

When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.

4. Final Pay

Each teacher shall receive his final pay and the pay schedule for the following year on his last working day in June.

ARTICLE IX

SICK LEAVE

A. Accumulative

As of September 1, 1981, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Notification of Accumulation

Teachers shall be given a written accounting of accumulated sick leave days no later than September 30th. of each school year.

C. Payment for Unused Sick Leave

Upon leaving the district, the leaving teacher shall be compensated for a maximum of forty (40) days accumulated sick leave at the rate of Seventeen dollars and fifty cents (\$17.50) per day.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

I. Types of Leave

As of the beginning of the _____ school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

A. Personal

Four (4) 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 five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state the reason for taking such leave.

B. All unused personal days during the school calendar year will be reimbursed at the rate of seventeen dollars and fifty cents (\$17.50) per day and payment shall be received on the last working day in June.

C. Any full time teacher who has served in the Shamong Township School District for a period not less than five (5) years, may be granted a leave of absence for a period not more than, nor less than, one year.

The request for such leave should be made on or before June 1 of the school year previous to the year for which the leave of absence is desired.

ARTICLE X (continued)

TEMPORARY LEAVES OF ABSENCE

No more than two (2) teachers may be granted such leave for any one school year. Leave will be granted to the teacher (or teachers) with the most years of service in the district.

During the leave of absence the teacher will receive no compensation or benefits.

Upon returning to service in the district, the teacher shall be placed on the salary schedule at the level at which he/she would have been during the previous year.

Before March 1 of the year of the leave, the teacher must notify the Board of his/her intention of returning to teach the following year. Failure to give such notice may constitute a presumption that the teacher on leave will not return to the district.

No teacher may be granted more than one such leave while in the employ of the district.

INSURANCE PROTECTION

A. Full Health Care Coverage

As of July 1, , the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate, for family-plan insurance coverage.

1. Provisions of coverage

Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- a. Hospital room and board and miscellaneous costs.
- b. Out-patient benefits.
- c. Laboratory fees, diagnostic expenses, and therapy treatments.
- d. Maternity costs.
- e. Surgical costs.
- f. Major Medical.

2. Carrier (s)

- a. The Health insurance carriers shall be Blue Cross and Blue Shield.
Phone # 292-6665

- b. For Major Medical costs as described in Health Benefits for New Jersey Public and School Employees.

The Prudential Insurance Company of America, New Jersey Division of Pensions.

- c. Washington National - Phone # 482-0337

- OR
- d. Any teacher who subscribes to a Health Maintenance Organization Plan, in accordance with State and/or Federal Law, in lieu of the above plans, may do so. The Board of Education will pay the dollar amount of the Blue Cross - Blue Shield plan plus 50% of the difference between the Blue Cross - Blue Shield premium and the H.M.O. premium.

3. Special Programs and Carriers

In addition to the above stated program, provision shall be made to provide the following health programs:

a. Prescription drug costs:

The Board shall pay the full premium as of July 1, , for each teacher and in cases where appropriate, for family-plan coverage for the service listed above in this paragraph with carriers approved by the Association.

1. Carrier approved by the Association is:

Siracusa
Benefits Program
One New York Ave.
Atlantic City, N.J. 08401
609-344-7175

b. Dental Health Costs:

The Board shall pay the full premium for Program 1 as of July 1, , for each teacher and in cases where appropriate, for family-plan coverage for the service listed above in this paragraph with carriers approved by the Association.

1. Carrier approved by the Association is:

New Jersey Dental Service Plan, Inc.
60 Evergreen Place
East Orange, N.J. 07018
201-674-6500

B. Description to Teachers

The Board shall provide to each teacher a description of the Health-care insurance coverage provided under this ARTICLE, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XII

SCHOOL DAY

Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupil's school day, and shall be permitted to leave thirty (30) minutes after the close of the pupil's school day, except for those teachers assigned for bus duties, and in emergency situations.

Teachers shall be required, as they have in the past, to remain after the end of the regular work day, or evenings, without additional compensation, for the purpose of attending conferences and faculty meetings as scheduled by the administrative principal.

ARTICLE XIII
PREGNANCY LEAVE

The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. Title 18A:30-1 et. seq., existing law, and appropriate rules and regulations issued by the responsible agencies involved.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Tuition Reimbursement

The Board shall appropriate three thousand (\$3,000) dollars to establish a tuition refund program to make funds available to teachers interested in continuing their professional development and educational improvement. From this appropriation, the Board shall pay thirty five (\$35) dollars per graduate credit upon satisfactory completion of an approved graduate level course. An approved graduate level course will be determined by the administrative principal. Teachers shall be limited to three (3) credit hours per semester, with a maximum of six (6) credit hours per year.

ARTICLE XV

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, , and shall continue in effect until June 30, , subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. 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 Association has caused this Agreement to be signed by its President and Secretary and its corporate seal to be placed hereon, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first written above.

Shamong Township
EDUCATION ASSOCIATION

BY Charles H. Masny
President
BY S. Rebecca Entwistle
Secretary

Shamong Township
BOARD OF EDUCATION

BY [Signature]
President
BY Brenda J. Schuman
Secretary

SHAMONG TOWNSHIP
SALARY SCALE
1981 - 82

SCHEDULE A

YEARS	BA	BA+15	BA+30	MA	MA+15	MA+30
1	13,180.00	13,460.00	13,700.00	14,245.00	14,610.00	14,955.00
2	13,610.00	13,905.00	14,175.00	14,755.00	15,150.00	15,535.00
3	14,040.00	14,350.00	14,650.00	15,265.00	15,690.00	16,115.00
4	14,470.00	14,795.00	15,125.00	15,775.00	16,230.00	16,695.00
5	14,995.00	15,320.00	15,650.00	16,300.00	16,790.00	17,210.00
6	15,515.00	15,840.00	16,165.00	16,820.00	17,275.00	17,740.00
7	16,040.00	16,365.00	16,695.00	17,350.00	17,810.00	18,260.00
8	16,555.00	16,885.00	17,210.00	17,865.00	18,320.00	18,775.00
9	17,085.00	17,410.00	17,740.00	18,385.00	18,850.00	19,305.00
10	17,605.00	17,930.00	18,260.00	18,915.00	19,365.00	19,820.00
11	18,130.00	18,460.00	18,780.00	19,430.00	19,890.00	20,350.00
12	18,650.00	18,975.00	19,305.00	19,960.00	20,415.00	20,875.00
13	19,175.00	19,505.00	19,830.00	20,475.00	20,935.00	21,390.00
14	19,695.00	20,020.00	20,350.00	21,000.00	21,460.00	21,920.00
15	20,225.00	20,545.00	20,875.00	21,525.00	21,980.00	22,435.00
16	20,740.00	21,070.00	21,390.00	22,045.00	22,500.00	22,965.00
17	21,265.00	21,590.00	21,920.00	22,570.00	23,030.00	23,485.00
18	21,780.00	22,110.00	22,435.00	23,090.00	23,545.00	24,010.00
19	22,310.00	22,635.00	22,965.00	23,610.00	24,075.00	24,530.00
20	22,835.00 +	23,155.00 +	23,485.00 +	24,140.00 +	24,590.00 +	25,050.00

SCHEDULE A (Continued)
SHAMONG TOWNSHIP SCHOOL DISTRICT
SALARY SCHEDULE

YEARS	BACHELOR	BACHELOR	BACHELOR	MASTER	MASTER	MASTER
		15	30		15	30
+3-5 Years in district (4th-6th contract).....						165
+6-8 " " " (7th-9th ").....						220
+9-11 " " " (10th-12th ").....						275
+12-14 " " " (13th-15th ").....						330
+15 or more years in district (16th or subsequent contract).....						440

SCHEDULE BEXTRA CURRICULAR COMPENSATION

Basketball	Boys \$500 Girls \$500
Softball	Boys \$500 Girls \$500
Cheerleaders	\$500
Soccer	Boys \$500
Field Hockey	Girls \$500
Eighth Grade Advisor	\$600
Introduction to Vocations Coordinator	\$600

SCHEDULE C

Library Aide

\$7000