

C O N T R A C T

ELMER EDUCATION ASSOCIATION

and the

ELMER BOARD OF EDUCATION

Effective

X September 1, 1981 through June 30, 1983

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Institute of Management and
Labor Relations

DEC 9 1981

RUTGERS UNIVERSITY

ARTICLE I
RECOGNITION

A.

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, but excluding: Administrative personnel, bus drivers, instructional aides, lunchroom aides, secretary.

B.

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.

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

2. An "aggrieved person" is the person or persons or the Association making the claim.

3. A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve 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. 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.

Article III

• Grievance Procedure

2. 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. Level one

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

4. Level two

If the aggrieved person is not satisfied with the disposition of his grievance at Level one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision of Level one or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board of Education.

Article III

Grievance Procedure5. Level three

(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 of Education, he may, within five (5) school days after a decision by the Board of Education or fifteen (15) school days after the grievance was delivered to the Board of Education, 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

Article III

Grievance Procedure

representatives of the Board and the 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.

(d) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.5. (b) of this Article.

(e) 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 the Association. Any other expenses incurred shall be paid by the party incurring same.

Article III

Grievance Procedure

D. Rights of Teachers to Representation

1. 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. 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.

E. Miscellaneous

1. 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 Board of Education directly and the processing of such grievance shall be commenced at Level two. 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. Decisions rendered at Level one which are unsatisfactory to the aggrieved person and all decisions rendered at Levels

Article III

Grievance Procedure

Two and Three 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. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph 5 (c) of this Article.

3. 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. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Board of Education and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. All 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 this ARTICLE.

ARTICLE IV
TEACHER RIGHTS

A.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause, as defined by a committee made up of two members of the Board and two members of the Association. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

B.

Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings without just cause as defined by a committee of four (4); composed of two (2) members of the Board of Education and two (2) members of the Association.

C.

Whenever any teacher is required to appear before any Board or any board committee concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative (s) of the Association present to advise him and represent him during such meeting or interview.

ARTICLE IV

TEACHER RIGHTS

D.

The teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the Elmer School District based upon his professional judgment. No grade or evaluation shall be changed without prior consultation with the teacher. If after consultation the Board or its agent authorizes any changes, a note to that effect shall be placed with the student's record.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A.

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings.

B.

The Association shall have the right to use school facilities and equipment for association business; 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.

C.

Whenever the association and the Board mutually agree, any teacher who participates during working hours in negotiation, grievance proceedings, conferences, or meetings, shall suffer no loss in pay.

D.

The Association shall have the exclusive use of a bulletin board in the faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the administrative principal, but no approval shall be required.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

E.

The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary and without the approval of the administrative principal.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

A.

1. Teachers shall have a daily duty-free lunch period.
2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

B. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

C. The total in-school work day for full time teachers shall consist of not more than seven (7) hours which shall include a duty-free lunch period.

ARTICLE VII

INSURANCE PROTECTION

- A. The Board shall provide New Jersey Public and School Employees Health Benefits Plan consisting of a basic plan (Blue Cross, Blue Shield, Rider J) and Major Medical protection. Such insurance shall be provided to employees and their dependents at no cost to the employee.
- B. Insurance protection for part-time certified employees shall be the same as stated in section A but on a pro-rated basis according to the number of days employed.

ARTICLE VIII

SALARIES

A.

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

1. The teacher pay period shall be the 15th and 30th day of each month. 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.

2. Each teacher shall receive his final pay and the pay schedule for the following year on his last working day in June, or after, when all required records are received.

B.

Each teacher shall be placed on the proper step of the salary schedule as of the beginning of the 1980 - 1981 school year.

C.

Salaries for part-time teachers, other than classroom, shall be pro-rated in accordance with a percentage of days employed based on Schedule A.

ARTICLE IX

TEACHER ASSIGNMENT

A.

1. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, and room assignments for the forthcoming year not later than July 1. A list of said schedules and assignments shall be simultaneously sent to the Association.

2. In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed after July 1, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the principal or his representative and the teacher affected and at his option a representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to advisement only.

ARTICLE X

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A.

1. No later than two weeks before the end of the year, the principal shall deliver to the Association and post a list of the known vacancies which shall occur during the following school year.

2. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the principal. Such statement shall include the grade and/or subject to which the teacher desires to be assigned in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than two weeks after Article XII, Section A-1.

ARTICLE XI

TEACHER EVALUATION

A.

1. Teachers shall be observed through a classroom visitation by a certified administrative principal at least one (1) time in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and the administrative principal for the purpose of promoting professional excellence, improve student learning and growth, and provide a basis for the review of teacher performance.

2. Each observation shall consist of one complete lesson and will occur at the teacher's normal assigned working station.

B.

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

C.

1. A teacher shall be given a copy of any class visit evaluation report prepared by his/her evaluator at least two (2) days before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. A teacher's signature on said evaluation form represents only conformation of having seen the form. The signature in no way constitutes agreement with or acceptance of any part of said evaluation.

Article XI

TEACHER EVALUATION

2. Evaluation conferences as described in Section A. 1 shall occur within ten (10) school days of the observation. The conference shall be held within the school day without excluding classroom hours loss of benefit to the teacher.

D. Evaluation reports shall be presented to each teacher and shall include but not limited to the following procedures:

1. Such reports shall be issued in the name of the evaluator.

The evaluator is the person who observed the teaching performance as required in Section A of the ARTICLE.

2. Such reports shall be addressed to the teacher.

3. Such reports shall be written in narrative form but not limited to and shall include, when pertinent:

(a) Specific strengths of the teacher.

(b) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

E. Teachers shall have a period of not longer than ten (10) working days to file a written Rebuttal Statement with the administrative principal to answer and correct any and all evaluative observations and findings.

F. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have representative(s) of the Association accompany him/her during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be re-

Article XI

Teacher Evaluation

viewed by the administrative principal and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

1. No material derogatory to a teacher's conduct, service, character or personality or any material which could have an adverse effect on a teacher's status shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with or acceptance of the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the administrative principal and attached to the file copy.

2. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

G. Final evaluation of a teacher shall be concluded prior to any notification for severance. No documents and/or other material shall be placed in his/her personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XII

COMPLAINT PROCEDURE

A.

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which does or may influence evaluation of a teacher shall be processed according to the procedure outlined below.

1. The principal or Board of Education shall meet with the teacher to appraise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.
2. The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE XIII

TEACHER FACILITIES

A.

In order to permit freedom of access both during and after regular school hours, all teachers shall be given keys to the faculty lounge, teacher work area, and, upon request, and subject to reasonable regulation, shall be provided with a key or other means of access to an outside door in their area of the building during non-school hours.

ARTICLE XIV

SICK LEAVE

A.

As of September 1, 1975, 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.

2. Part-time teachers shall have their sick days pro-rated by the number of days employed.

B.

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

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1975-76 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year with the exception of section 2.

1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Notification to the teacher's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Three (3) additional personal leave days shall be granted upon emergency with the teacher paying only that portion of the substitute's pay.

2. Up to one (1) day for the faculty representative of the Association to attend conferences and conventions of state and national affiliated organizations without pay.

3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

4. Any employee shall have necessary time off with pay, from the day of death up to and including day of funeral, dealing with the death of the following: mother, father, wife or husband, brother, sister, children, mother-in-law, father-in-law, or anyone living under the same roof as the employee involved.

5. Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

A.

Military leave without pay shall be granted to any teacher who is inducted in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any teacher who is so inducted to join him for the period of special training in preparation for duty overseas in combat zones.

B.

The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations as specified in 18A:

ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

A.

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating, of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.

B.

The Board agrees to pay fully certified full time teachers for up to 3 credits per year at the current and appropriate standard Glassboro State College tuition rate toward college courses.

C.

All courses must be ~~at~~ however and above all teacher certification requirements for their current position.

D.

The Board must give prior approval for each course to qualify for reimbursement. Approval will be determined on the appropriateness of the course to the Elmer School District problems, functions, interests and needs.

Article XVII

Professional Development and Educational Improvement

E.

Successful completion of the course must be verified prior to reimbursement.

F.

The Board recognizes that it shares with its professional staff the responsibility for the upgrading and updating of teacher performance and attitudes. The Board therefore encourages and will pay registration expenses for all appropriate and Board approved work shops and inservice training.

ARTICLE XVIII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A.

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

B.

As specified in 18A:6-1, a teacher may, within the scope of his employment, use and apply force as is reasonable and necessary: To quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

C.

Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.

D.

The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.

Article XVIII

Protection of Teachers, Students and Property

When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.

E.

Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the teacher for information in the possession of the superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liason between the teacher, the police and the courts.

F.

If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.

G.

The Board shall reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or on a school-sponsored activity, which is the result of negligence on the part of the Board of Education. If the final determination of the situation is not acceptable to the teacher, the facts may be submitted through Article III, Grievance Procedure.

ARTICLE XIX

TEACHER-ADMINISTRATOR LIAISON

A.

The Association's representatives shall meet with the principal at the request of either party during the school year to review and discuss current school problems and practices and the administration of this Agreement.

ARTICLE XX

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 group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SCHEDULE A

1981 - 1982

<u>YEAR OF TEACHING</u>	<u>BA or EQUIV</u>	<u>BA + 15 CREDITS</u>	<u>MASTERS DEGREE</u>
1	12,526	13,026	13,526
2	12,952	13,452	13,952
3	13,392	13,892	14,392
4	13,832	14,332	14,832
5	14,272	14,772	15,272
6	14,712	15,212	15,712
7	15,152	15,652	16,152
8	15,592	16,092	16,592
9	16,032	16,532	17,032
10	16,472	16,972	17,472
11	16,912	17,412	17,912
12	17,352	17,852	18,352
13	17,792	18,292	18,792
14	18,232	18,732	19,232
15	18,672	19,172	19,672

Teachers employed by the Elmer Board of Education for continuous service of twenty (20) years shall receive an additional increment of \$500.00.

SCHEDULE A

1982 - 1983

<u>YEAR OF TEACHING</u>	<u>BA or EQUIV</u>	<u>BA + 15 CREDITS</u>	<u>MASTERS DEGREE</u>
1	13,204	13,704	14,204
2	13,653	14,153	14,653
3	14,118	14,618	15,118
4	14,597	15,097	15,597
5	15,077	15,577	16,077
6	15,556	16,056	16,556
7	16,036	16,536	17,036
8	16,516	17,016	17,516
9	16,995	17,495	17,995
10	17,474	17,974	18,474
11	17,954	18,454	18,954
12	18,434	18,934	19,434
13	18,913	19,413	19,913
14	19,393	19,893	20,393
15	19,873	20,373	20,873

Teachers employed by the Elmer Board of Education for continuous service of twenty (20) years shall receive an additional increment of \$500.00.

ARTICLE XXI

DURATION OF AGREEMENT

A.

This Agreement shall be effective as of September 1, 1981 and shall continue in effect until June 30, 1983.

B.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents or agents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

ELMER BOARD OF EDUCATION

ELMER EDUCATION ASSOCIATION

By Barry R Davis
Its President or Agent

By Edward W. W. W. W.
Its President

By Joy E. Fisher
Its Secretary

By Marylou Dubois
Its Secretary